



Agenda
Indianapolis Airport Authority
January 18, 2013
8:30 AM

- I. **Call to Order**
- II. **Approval of Minutes of the Pre-Board and Regular Meeting of December 21, 2012**
- III. **IAA Board Organization - IC 8-22-3-9(a)**
 - a) Nomination of Officers of the IAA Board
 - b) Appointment of Legal Counsel
- IV. **Ordinances, Resolutions and Public Hearings**
 - a) Introduction of an amended and restated **General Ordinance 5-2012** concerning the 2013 Rates and Charges.
 - b) Consider for approval **Resolution No. 1-2013** concerning the adoption of a written work plan for the implementation of written policies and procedures regarding tax-exempt bond compliance
- V. **Board Reports**
 - a) President's Report
- VI. **Official Actions**
 - a) Consider for approval the individual items listed on the IAA General Agenda dated January 18, 2013.
- VII. **Staff Reports**
 - a) Executive Director Report – ***Bob Duncan***
 - b) Financial Report – ***Marsha Stone***
 - c) Supplier Diversity Report – ***Corey Wilson***
- VIII. **Other Reports/Update**
- IX. **Board Communications**
 - a) *Next Meeting: Friday, February 15, 2013 @ 8:30 a.m.*
- X. **Adjourn**

MINUTES
Board of Directors Meeting
Indianapolis Airport Authority

The Regular Meeting of the Indianapolis Airport Authority Board was called to order at 8:38 a.m., December 21, 2012, 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 L. Wojtowicz, Member
Alex M. Azar, Member
Jack Morton, Member

Rex Joseph, IAA Board Counsel

IAA executive staff attending:

Robert Duncan, Executive Director
Mike Medvescek, Sr. Director of Operations
Marsha Stone, Sr. Director of Finance
Jamie Leap, Sr. Administrative Assistant/Recording Secretary

APPROVAL OF MINUTES

Upon a motion by Mr. Flynn, seconded by Mr. Bennett and unanimously passed, approval was given to the Minutes of both the Pre-Board and Regular Meetings of November 16, 2012.

ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

President Wells opened the public hearing and described General Ordinance No. 5-2012 regarding the 2013 Rates and Charges. There were no public comments or testimony. Upon a motion by Mr. Morton, seconded by Mr. Azar and unanimously passed, approval was given to General Ordinance No. 5-2012.

President Wells next described Resolution No. 11-2012 regarding the transfer of amounts between budget line item classifications from the 2012 appropriations of the IAA System Fund. Upon a motion by Ms. Wojtowicz, seconded by Mr. Azar and unanimously passed, approval was given to Resolution No. 11-2012.

President Wells next described Resolution No. 12-2012 regarding the authorization for entry into a swap agreement, extending swap agreements or amending or novating

existing swap agreements. Upon a motion by Mr. Bennett, seconded by Ms. Wojtowicz and unanimously passed, approval was given to Resolution No. 12-2012.

President Wells next described Resolution No. 13-2012 regarding the modification and restating of the existing charter for the IAA Board Finance & Audit Committee. Upon a motion by Ms. Wojtowicz, seconded by Mr. Flynn and unanimously passed, approval was given to Resolution No. 13-2012.

BOARD REPORTS

President's Report

President Wells recognized the organization and its efforts and progress made in 2012, and, in addition, he thanked the IAA staff for their cooperation in achieving success.

President Wells also announced the departure of Mr. Alex Azar from the IAA's Board of Directors, and thanked Mr. Azar for his service to the Board and the Human Resources Committee.

OFFICIAL ACTIONS

Prior to introduction of the IAA's General Agenda, IAA's Director of Environmental and Conservation Program, Mr. Tim Method, gave a brief presentation on the Sustainability Principles proposed for adoption for the Indianapolis Airport Authority.

INTRODUCTION AND APPROVAL OF THE INDIANAPOLIS AIRPORT AUTHORITY'S GENERAL AGENDA, DATED December 21, 2012: 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:

BP2012-12-1. Upon a motion by Mr. Flynn, seconded by Mr. Bennett and unanimously passed, approval was given to BP2012-12-1.

BP2012-12-2. Upon a motion by Mr. Morton, seconded by Mr. Flynn and unanimously passed, approval was given to BP2012-12-2.

BP2012-12-3. Upon a motion by Mr. Azar, seconded by Mr. Morton and unanimously passed, approval was given to BP2012-12-3.

STAFF REPORTS

Executive Director Report

Mr. Duncan also asked the following individuals to give updates on various activities occurring at the IAA:

- Mr. Mike Medvescek, Sr. Director of Operations, gave a brief overview of recent events at the Airport, including the 2012 Snowball Express in which 41 families of fallen soldiers were invited to fly to Ft. Worth, Texas, to participate in various activities. Mr. Medvescek also spoke briefly about state certified recognition received by the IAA Emergency Response Team for recent training.
- Ms. Susan Zellers, Director of Planning and Engineering, shared the recent receipt of an Award from the American Concrete Pavement Association for the IAA's Cargo Apron Phase 1 project at the annual conference in November, 2012.
- Mr. James Keough, Director of Human Resources, provided an update to the IAA Board on recent activities provided for employees of the IAA, including the 4th quarter recognition celebration, quarterly "all employee" meeting, holiday lunch, and supervisor forum.
- Mr. Corey Wilson, Director of Supplier Diversity, provided an update to the IAA Board regarding enhancements within the IAA Diversity Program, including the upcoming acceptance of IMSDC certifications starting January 1st, 2013, the acceptance of VBE (Veteran) also on January 1st, 2013, and the update of the "good faith effort" language in our policies. Mr. Wilson also announced several upcoming outreach opportunities.

Financial Report

Ms. Marsha Stone, Sr. Director of Finance, provided a brief financial report.

ADJOURNMENT

President Wells announced that the next IAA board meeting is scheduled for January 18, 2013.

There being no further business, the meeting was adjourned at 9:07 a.m.

INDIANAPOLIS AIRPORT AUTHORITY*

Michael W. Wells, President

Alfred R. Bennett, Secretary

Date: _____

*Signed under authority of IAA Board Resolution #10-2009



Board Memo – Amended & Restated 2013 Rates and Charges Ordinance

To: IAA Board of Directors
From: Joseph R. Heerens, IAA General Counsel
Date: January 7, 2013
Board Date: January 18, 2013
Subject: Introduction of Amended & Restated 2013 Rates & Charges Ordinance

Scope

Annually, the IAA Board adopts an ordinance in order to implement a schedule of rates and charges for use of Airport facilities. Last month, the Board approved and adopted General Ordinance No. 5-2012, which sets forth rates that became effective January 1, 2013. Since the adoption of General Ordinance 5-2012, the IAA has discovered that a minor correction is necessary to certain of the rates to be paid by Non-Signatory Air Carriers. The following represents a summary of the proposed corrections to the 2013 Rates & Charges Ordinance (which is further shown by the marked-up version of the Amended & Restated Ordinance provided herewith):

1. Section I:
 - a. Provides a definition of “Ramp” which specifies that it applies to apron areas.
2. Section III:
 - a. Adds language correcting the fees paid by Non-Signatory Air Carriers for the use of Hold Rooms, Loading Bridges and Aircraft Apron at the Terminal.

Schedule

January 18, 2013	Introduction of Amended & Restated General Ordinance 5-2012
February 15, 2013	Public Hearing/Consideration for Adoption of said Ordinance

Revenue and/or Operating Cost Implications

This ordinance is the principal document to impose fees and charges for the use of Airport facilities in support of the 2013 approved IAA Operating and Capital Budgets.

Diversity Participation

Not applicable.

**AMENDED & RESTATED
GENERAL ORDINANCE NO. 5-2012**

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;

WHEREAS, the Authority desired to enact reasonable rates for the use of its airport facilities and services, commencing as of January 1, 2013, which it accomplished when its Board approved and adopted General Ordinance No. 5-2012 at its meeting held on December 21, 2012 ("Original 2013 Ordinance");

WHEREAS, the Authority has considered a number of factors in determining reasonable landing fees and space rental rates, including, but not limited to, the following: the projected revenues, expenses, and need for capital projects and comparisons with the rates of other airports;

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; and

WHEREAS, the Authority now desires to make certain minor corrections to the Original 2013 Ordinance, which are set forth herein.

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 5-2012.

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.

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 \$0.07 per gallon of fuel delivered into the fuel tanks of such aircraft.

B. Military Aircraft shall pay a fuel flowage fee of \$0.07 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-hanger tenants who request and obtain a relocation to another t-hanger unit prior to the end of their current t-hanger 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 \$0.07 per gallon of fuel delivered into the fuel tanks of such aircraft.
 2. Military Aircraft shall pay a fuel flowage fee of \$0.07 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 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 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 \$0.07 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	\$91.68	\$137.52
B. Office or Club Room	\$91.68	\$137.52
C. Hold Rooms	\$91.68	\$137.52
D. Operations Space	\$91.68	\$137.52
E. Baggage Make-up/Bag Claim	\$91.68	\$137.52
F. Ticket Counter	\$91.68	\$137.52
G. Aircraft Apron	\$0.34	\$0.51

One-twelfth (1/12) of an annual rental charge shall be due and payable monthly on the first (1st) 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 \$6.83.

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 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 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 (15th) 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 (1st) of the month and payable no later than the fifteenth (15th) 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 \$250.00 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 \$250.00 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 \$250.00 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	\$250.00	\$350.00
	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	\$ 350.00	\$ 350.00
	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	\$ 50.00	\$250.00
	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	\$ 250.00	\$ 250.00
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 and Concession Fees

1. Taxicab owners or operators must have an operating agreement with the Authority and pay a fee not to exceed \$1,000.00 (as approved by the Executive Director), in advance, for each six (6) month period that their operating agreement is in force.
2. Taxicab owners or operators shall pay a concession fee not to exceed \$2.50 (as approved by the Executive Director), per loading operation of passengers at the Airport. Taxicab owners or operators may assess a maximum pickup charge to Airport passengers of \$0.50 per loading operation at the Airport.
3. The minimum taxi fare for trips originating at the Airport shall be \$15.00.

B. Ground Transportation Agreement Fees

1. Fees. Any person or 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 Airport 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 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.

(ii) A trip fee not to exceed \$2.50 (as approved by the Executive Director), per vehicle used for transportation of customers from the Airport.

(b) Entities Engaged in Off-Airport Car Parking

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.

(c) 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.

2. Audit. Any person or entity, by acceptance and use of a Ground Transportation Agreement 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, 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.

3. Termination of Ground Transportation Agreement. The Executive Director may terminate a Ground Transportation Agreement 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 violation, within seven (7) days after receipt of written notice from the Executive Director or his designee.

C. Scheduled Bus Service

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

D. Other Ground Transportation Providers

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

Vehicle Type	Per trip not to exceed fees
Limo-Sedan, including SUV (sport utility)	\$2.50
Van	\$5.00
Mini Bus	\$10.00
Charter Bus	\$50.00

2. Limousine owners and operators must have an operating agreement with the Authority and pay an annual fee (as approved by the Executive Director) not to exceed \$1,000.00.

E. Special Events

Any operator or owner who does not have an operating agreement with the Authority that is providing ground transportation for a special event or convention shall pay a fee, as approved by the Executive Director, not to exceed \$100.00 per vehicle per trip at the Airport.

F. Ground Transportation Booth 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

Any operator or owner operating commercial motor vehicles at the Airport and subject to the fees of this Section IV shall, prior to operating at the Airport, equip such motor vehicles with Automatic Vehicle Identification Transponders (the "Transponder") provided by the Authority and pay a \$50.00 deposit therefor, which deposit shall be refunded upon the return of such Transponder in good condition. Any operator or owner of commercial motor vehicles required to be equipped with a Transponder shall be subject to a penalty of \$1,000.00 per day for each violation for failure to install

on and operate a commercial motor vehicle with the Transponder provided by the Authority.

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 on the Airport shall be required to obtain a Use Permit or other written agreement from the Authority, and to pay the appropriate fees specified in 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 to not exceed \$22.00.

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 1st 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 such other costs as agreed to by the Authority.

10. Each RAC shall remit the CFC revenues collected to the Authority at the address provided in the current RAC Agreement, and shall pay such revenues in U.S. dollars without exchange for foreign currency. Each RAC shall timely remit its CFC revenue collections to the Authority.

11. Within ninety (90) days after the end of each 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 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 (15th) 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 15th 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.

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 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.
- 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 Room (GCR)	\$65/pair per month
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

D. MISCELLANEOUS	<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)

E. VIDEO CONFERENCING	<i>Tenant Rate</i>
Standard videoconferencing setup fee	\$95 per scheduled meeting
Standard videoconferencing (minimum of 2	\$45/site/hour

sites, 1 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 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.

Section X.

For all payments due to the Authority pursuant to the provisions of this Ordinance, other agreements with Authority, or any funds payable to the Authority, there shall be added interest computed at the rate of 1½% per

month from the due date of such payment, same to be assessed whenever any payment shall become thirty (30) days overdue and provided that the aggregate monthly interest for such overdue account exceeds Ten Dollars (\$10.00).

Section XI.

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

Section 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 Original 2013 Ordinance), are hereby superseded.

Section XIV.

Notwithstanding anything in this General Ordinance or otherwise to the contrary, this General Ordinance shall be effective as of January 1, 2013.

ENACTED on this _____ day of _____, 2013.

INDIANAPOLIS AIRPORT AUTHORITY*

By: _____
Michael Wells, President

By: _____
Alfred R. Bennett, Secretary

*Signed under authority of IAA Board Resolution #10-2009.

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 Amended & Restated General Ordinance No. 5-2012 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 February 15, 2013, and that said Amended & Restated General Ordinance No. 5-2012 has not been amended, rescinded or revoked.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE INDIANAPOLIS
AIRPORT AUTHORITY on this _____ day of _____, 2013.

Alfred R. Bennett, Secretary



Board Memo - Tax-Exempt Bond Compliance

To: IAA Board of Directors

From: Jean L. Wojtowicz, Chair, Finance and Audit Committee

Date: January 11, 2013

Board Date: January 18, 2013

Subject: Resolution No. 1-2013 – Adopting a Written Work Plan for the Implementation of Written Policies and Procedures Regarding Tax-Exempt Bond Compliance

Background

The Authority has six series of tax-exempt bond issues with an aggregate outstanding principal amount of approximately \$1.1 billion. As a tax-exempt issuer, the Authority is obligated to maintain compliance with relevant provisions of the tax code; the Authority currently is, and has consistently been, in compliance.

The IRS has issued guidance that issuers formally adopt a policy regarding tax-exempt bond compliance. Although not a requirement, many issuers have formally adopted compliance policies.

The Authority staff has developed a policy in consultation with its tax compliance advisor, Ice Miller. The Authority staff presented the policy to the Finance and Audit Committee which recommends adoption by the full Board.

Recommendation

The Authority's Finance and Audit Committee recommends that the Board consider for approval Resolution No. 1-2013, adopting a tax-exempt bond compliance policy.

**INDIANAPOLIS AIRPORT AUTHORITY (the "IAA")
POST ISSUANCE COMPLIANCE POLICY
REGARDING GENERAL AIRPORT REVENUE BONDS**

- I. One or more individuals employed at IAA ("GARB Compliance Coordinator(s)") shall be responsible for overseeing post-issuance compliance related to the IAA's General Airport Revenue Bonds ("GARBs"). Typically, the GARBs have financed capital projects that are utilized by the IAA or a lessee or concessionaire to the IAA. In connection with the issuance of the GARBs, the GARB Compliance Coordinator shall review the arbitrage and tax compliance certificate (the "Tax Certificate") prepared by bond counsel ("Bond Counsel") with respect to that GARB issue. The Treasurer of the IAA will serve as the initial GARB Compliance Coordinator.
- A. The GARB Compliance Coordinator is responsible for monitoring post-issuance activities, documents, electronic records, files and other relevant compliance materials related to the projects financed with GARBs as set forth in the Tax Certificate, and documenting and compiling any account passwords or security codes needed to access such information.
- B. IAA will also appoint a Deputy GARB Compliance Coordinator to act as backup in case GARB Compliance Coordinator is unavailable or otherwise unable to perform the duties set forth herein. The Deputy GARB Compliance Coordinator should have access to all passwords and security codes required or used by GARB Compliance Coordinator.
- C. GARB Compliance Coordinator shall create, update and maintain an excel spreadsheet identifying for each of the GARBs the type of bond, the capital projects finances and other information set forth in the Tax Certificate related to bond compliance (the "GARB Spreadsheet"), including but not limited to:
1. GARB Issue and general description of project financed.
 2. Location of all documents relevant to each GARB Issue (i.e., transcripts, lease, continuing disclosures, etc.).
 3. Record of filing of Completion Certificate.
 4. Record of rebate calculation, payment dates and compliance.
 5. Record of continuing disclosure filing dates, evidence of compliance, and any material event notices filed.
 6. Identify if swaps, GICs or investment agreements were entered into in connection with each bond issue. If identified, documentation should be kept with bond documentation identified above.

7. Create a column identifying the maturity date of bonds, the reasonably expected economic life of the bond-financed projects and the term of any leases or use agreements with entities utilizing GARB-financed projects.
8. Any other requirements set forth in the Tax Certificate.

II. Identify Bond-Financed Assets; Use of Bond-Financed Assets

- A. Beginning with GARBs closing after December 31, 2011, the IAA will create a file, on or before the third anniversary date of the issuance of the particular GARBs, a certificate (the "Completion Certificate") that identifies all assets financed with the GARB issue (the "Bond Assets"). The GARB Compliance Coordinator shall be responsible for assuring that the Completion Certificate is completed on a timely basis. The GARB Compliance Coordinator will create and maintain a column on the GARB Spreadsheet to indicate the date the Completion Certificate is due, to record the date the Completion Certificate is actually completed and to record the placed in service date of the improvements. The Completion Certificate to be completed is attached hereto as Schedule I. The Completion Certificate identifies total proceeds spent (including investment earnings) and allocates those funds to expenditures for the improvements.
- B. The GARB Compliance Coordinator shall also monitor the IAA's spenddown requirements related to each GARB issue and document the IAA's spend of GARB-related proceeds.
- C. The GARB Compliance Coordinator shall also monitor compliance with the Tax Certificate related to each GARB issue, including: (i) ensuring that GARB proceeds are spent on qualified uses or to the extent that proceeds are spent on non-qualified uses that at least ninety-five percent (95%) of proceeds are spent on qualified uses, (ii) ensuring that no more than two percent (2%) of proceeds are utilized to pay costs of issuance, and (iii) ensuring that no proceeds are spent on "prohibited uses."
- D. The GARB Compliance Coordinator shall also maintain any documentation concerning any disposition of the Bond Assets after the filing of the Completion Certificate and prior to the maturity of the GARBs.
- E. The GARB Compliance Coordinator shall also review annually the use of the Bond Assets to identify as much as possible that the Bond Assets are being used in conformity with the requirements set forth in the Tax Certificate.

III. Rebate Obligations

- A. The GARB Compliance Coordinator shall cause the IAA to conduct rebate calculations, as required, and to maintain records showing satisfaction of the IAA's rebate obligation (calculation and payment, if required) for each outstanding GARB issue. The GARB Compliance Coordinator shall document

when any rebate calculation is due and note when calculation is completed on GARB Spreadsheet.

- B. The GARB Compliance Coordinator shall cause the IAA to pay rebate amounts owed, if any, and to maintain evidence of any Rebate Calculation and payment (copy of check, if payment required). Such evidence should be filed with the documentation related to the particular GARB issue and maintained by the GARB Compliance Coordinator.

IV. Continuing Disclosure

- A. The GARB Compliance Coordinator shall file, or cause to be filed, IAA's Continuing Disclosure filings with EMMA and shall retain such disclosures with the files related to such GARB issue.
- B. The GARB Compliance Coordinator shall also maintain a record of IAA reporting requirements to other entities under credit agreements, swap agreements, and all other debt-related agreements and ensure that the IAA files any such documents with the appropriate entities.
- C. Information regarding the timing for all required disclosure obligations shall be documented on the GARB Spreadsheet.
- D. The filing of such disclosure shall be documented on the GARB Spreadsheet.

V. Record Retention Policy

- A. Record Retention Policy is attached hereto as Schedule II.

VI. Initial and follow up education of GARB Compliance Coordinator

- A. In connection with each GARB transaction closing after the date hereof, the GARB Compliance Coordinator shall ensure that Bond Counsel supplies the IAA with documentation summarizing its post-issuance obligations.
- B. IAA shall review its own Post-Issuance Compliance Procedures from time to time to help ensure that the policy includes those obligations and duties that are required to preserve the tax exempt status of the GARBs.

VII. Modifications of Leases.

- A. Any amendment to any lease involving the improvements financed by GARBs shall be reviewed and approved by the GARB Compliance Coordinator (who will consult Bond Counsel, if needed) to ensure that the lease term satisfies the safe harbor of Section 142 of the Code and all of the provisions of the Tax Certificate.
- B. The GARB Compliance Coordinator will annually send notice to the Properties Director and the entire properties department and any other appropriate

departments reminding them of the safe harbor restriction on lease terms for bond-financed property, the requirement for GARB Compliance Coordinator review of any lease amendment or modifications and the requirements set forth in the Tax Certificate with respect to the use of the Special Facilities.

INDIANAPOLIS AIRPORT AUTHORITY

Jeremiah Wise

Treasurer

Schedule I

DRAFT

PROJECT COMPLETION CERTIFICATE

(To be filed no later than 3 years after issuance and updated annually thereafter)

Name of Bonds: _____
Closing Date: _____
Project Description: _____

I am a representative of the above-named Indianapolis Airport Authority (the "IAA") and I hereby certify to that all of the proceeds of the above-named Bonds have been expended and the Construction Fund/Project Fund should be closed.

I have attached Exhibit A hereto to identify the various assets paid for or constructed with proceeds of the Bonds and the investment earnings thereon ("Bond-Financed Assets") as well as the in-service date of each project. The term of any lease related to the Bond-Financed Assets is not longer than 80% of the expected life of such assets. All invoices representing costs of the Project will be retained in accordance with the retention policy attached as Schedule II hereto.

Schedule II

IAA RECORD RETENTION POLICY RELATED TO GARB ISSUES

- General Rule:
 - Records related to bond financings must be kept for as long as the bonds are outstanding, plus three (3) years after the final redemption date of those bonds. In the case of a refunding, records relating to the original new money issue and all records relating to the refunding issue must be maintained until three (3) years after the final redemption date of both bond issues.

- Records that should be retained:
 - Basic records relating to the bond transaction (bond transcript)
 - Documentation evidencing expenditure of bond proceeds and completion certificate
 - Documentation evidencing all sources of payment or security for the bonds and the application of such funds to the capital improvements
 - Documentation pertaining to any investment of bond proceeds
 - Documentation regarding written post-issuance compliance procedures.

- Documents may be kept in electronic format – information maintained in an electronic system must be cross-referenced with IAA books and records in a manner that provides an audit trail to the source documents

RESOLUTION NO. 1-2013
OF THE
INDIANAPOLIS AIRPORT AUTHORITY
ADOPTING A
TAX-EXEMPT BOND COMPLIANCE POLICY

Recitals

WHEREAS, the Indianapolis Airport Authority (the "Authority") is a regular issuer of tax-exempt bonds ("Bonds"); and

WHEREAS, by issuing the Bonds, the Authority is obligated to comply with various restrictions (use and disposal of Bond financed assets ("Bond Assets"), limits on lease term, etc.) and additional obligations (arbitrage rebate calculation, continuing disclosure, etc.) which may extend for 30 years or more into the future; and

WHEREAS, such requirements and obligations require a large amount of documentation and record keeping; and

WHEREAS, pursuant to current IRS guidance, written procedures monitoring tax-exempt bond post issuance requirements are necessary;

NOW, THEREFORE, THE INDIANAPOLIS AIRPORT AUTHORITY RESOLVES THAT:

Section 1. The Authority hereby adopts the attached work plan for establishing Bond post issuance compliance, and document retention policies and procedures and authorizes the Treasurer to implement such plan and establish the necessary policies.

Section 2. This Resolution shall be in full force and effect immediately upon its adoption by the Authority.

Duly adopted by a vote of the Indianapolis Airport Authority on this _____ day
of _____, 2013.

INDIANAPOLIS AIRPORT AUTHORITY

Michael W. Wells, President

Alfred R. Bennett, Secretary

IAA Board Meeting
General Agenda
January 18, 2013

Consider for approval:

Capital Program

BP2013-01-1

Consider for approval Plans and Specifications for Bid Package I-13-026 – Demolition of Old Terminal and Associated Structures at Indianapolis International Airport, as prepared by DLZ Indiana, LLC, and authorize the public bidding process

BP2013-01-2

Consider for approval Change Order No. 3 with Thieneman Construction, Inc. for Deicing Control Facilities Improvements, Project # I-12-010, in an amount not-to-exceed \$223,465.20. DBE 7.61% (Tri-Ax, Inc.), MBE 0.01% (Heartland Ready Mix), WBE 7.61% (Tri-Ax, Inc.)



Board Memo – Plans & Specifications Approval

To: IAA Board of Directors

From: Susan J.H. Zellers, P.E., Director of Planning & Project Management

Date: January 2, 2013

Board Date: January 18, 2013

Subject: Approval of Plans and Specifications for Bid Package I-13-026– Demolition of Old Terminal and Associated Structures at Indianapolis International Airport, and Authorize the Public Bidding Process

Background

The terminal facilities on the east side of the Indianapolis International Airport (“Old Terminal”) have been vacant since the new Midfield Terminal opened in 2008. The Demolition of Old Terminal and Associated Structures (Old Terminal Demolition) project is to remove the existing terminal, concourses, administration building, and elevated roadways including all subsurface structures, and perform all required environmental abatement/remediation to ready the site for new development before the end of 2013.

The Old Terminal site offers several advantageous features such as convenient airside and landside access, but discussion about potential development has identified that a “blank slate” approach would substantially increase the area’s marketability, improving the Indianapolis Airport Authority’s (IAA) ability to host a project that can offer widespread economic benefits for the region.

This project was approved for implementation by the Senior Management Team on November 12, 2012.

The project is in the approved 2013 Capital Budget as a multi-year project. It is being accelerated to a one (1) year project to improve the marketability of the site. IAA staff have identified other projects that can be deferred or accomplished at a reduced cost to provide the capacity within the Capital Budget for the full Old Terminal Demolition in 2013.

The purpose of this board memo is to seek approval of Plans and Specifications for the Demolition of Old Terminal and Associated Structures at Indianapolis International Airport, and Authorize the Public Bidding Process.

On November 13, 2012, the IAA issued a qualifications based Request for Proposals (RFP) per FAA requirements to select a designer for this project with responses being due on November 30, 2012. Nine (9) proposals were received. A review committee of five (5) IAA employees reviewed and numerically ranked the proposals. DLZ Indiana, LLC (DLZ) was ranked highest by the committee to meet this project's design requirements.

Scope

The scope of this project is to demolish the old terminal building and its foundations, including the administration building, and remove the walk bridge and drive connections to the parking garage. Care will be taken to protect the parking garage from damage to preserve the potential for future reuse.

Budget

Total construction package is estimated between \$5,000,000.00 and \$10,000,000.00. The range is established per Federal Acquisition Regulation Subpart 36.2.

Funding for this project will be 100% Airport Cash.

This project is a capacity project that will allow for the expansion of other land use related projects that have a need for available apron/runway access. This project alone does not meet the IAA's hurdle rate, but readies the site for future revenue producing development.

Schedule

Advertisement of Opportunity to Bid: January 22, 2013 and January 29, 2013
Pre-Bid Meeting: January 30, 2013 2:00 pm Building 60, Conference Room 1
Bid Opening: February 21, 2013 3:30 pm Building 60, Conference Room 1

Est. Bid Award: March 15, 2013

Contract award anticipated March 2013 and the substantial completion date is expected to be December 31, 2013.

Supplier Diversity Participation

The Director of Supplier Diversity established the following participation goals: DBE 8%, MBE and/or WBE 30%, and VBE 2%

Recommendation

The IAA staff has reviewed the bid documents and recommends that the Board consider for approval Plans and Specifications for Bid Package I-13-026 – Demolition of Old Terminal and Associated Structures at Indianapolis International Airport, as prepared by DLZ Indiana, LLC, and authorize the public bidding process.



Board Memo – Change Order

To: IAA Board of Directors

From: Susan J.H. Zellers, P.E., Director of Planning & Project Management

Date: January 2, 2013

Board Date: January 18, 2013

Subject: Change Order #3 with Thieneman Construction, Inc. for Deicing Control Facilities Improvements, Project # I-12-010

Background

This project is part of the on-going Deicing Control Facilities Improvements to maintain stormwater and deicing control facilities in good working order as required by the Indianapolis Airport Authority's (IAA) National Pollution Discharge Elimination System (NPDES) permit. It consists of two main components, replacement of the Seerley Creek contaminated side liner and replacement of the aerators. Additional components include installation of two pairs of sluice gates at the north end of the contaminated side, a walkway for sampling, and associated repairs to maximize the life of the new liner and aerators. With routine maintenance, the anticipated useful life of the new liner is 10-12 years, and life expectancy of the new aerators is ten (10) years. The professional services and original construction contracts have received 75% FAA grant funding and the change order is also anticipated to be 75% FAA grant funded.

This project was approved for implementation by the Senior Management Team on November 17, 2011.

On May 25, 2012, the Board approved plans and specifications for CIP/Project # I-12-010 – Deicing Control Facilities Improvements 2012 and authorized the public bidding process.

On June 28, 2012, the IAA staff received one (1) bid. In order to align the work with the project budget and grant funding, the project consisted of a base bid and one alternate bid item of sluice gate installation. The contract was awarded to Thieneman Construction, Inc., the lowest responsive and responsible bidder in the amount of \$1,333,061.00 for the base bid plus Alternate 1.

Change Order Summary

Contract changes fall under one (1) of three (3) 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 addresses four items that include unforeseen conditions and additional owner requested scope:

Replacement of Unsuitable Soils (Unforeseen Condition):	\$ 42,380.00
Additional Liner Material (Unforeseen Condition):	\$120,633.30
Extension of Walkway (Owner Request):	\$ 52,651.90
Additional Structural Concrete (Unforeseen Condition):	<u>\$ 7,800.00</u>
Total:	\$223,465.20

The unsuitable soils and additional liner material are due to unforeseen conditions. The late September receipt of grant funds with wet fall contributed to the unacceptable condition of the subgrade during construction resulting in the contractor having to remove 42,660 cubic feet of unsuitable material and place suitable clay material in sufficient quantity to provide a stable subgrade for the liner. All material removed was not replaced. Additional liner material, 45,522 square feet in addition to the bid amount, was also required to ensure full coverage of the modified area and to effectively cover the slopes and top portion of the basin as determined to be necessary during installation. The change order also includes owner requested scope for additional thirty feet of walkway access to perform sampling and maintenance on the newly installed sluice gates while still allowing for overtopping at the weir. The walkway was also changed from structural steel to stainless steel to increase the expected life with exposure to deicing materials. With unforeseen washout conditions underneath the liner, additional structural concrete was requested by the owner to enhance support of the liner and mitigate future damage in areas of high potential for washout and channels forming.

The previously approved Change Order # 1 within the 3% construction reserve increased the liner thickness from 30 mil to 45 mil to avoid failure damage to the liner as occurred to the existing 30 mil liner in the August 5, 2012 windstorm. Change Order #2 was a time only extension (no cost) to allow the contractor to perform site restoration in the Spring after the late September receipt of grant funds and wet fall construction period.

Revised Construction Contract Amount

Original Construction Contract Amount	\$1,333,061.00
Previous Change Orders	\$ 30,400.00 (2.28% of Contract)
Current Change Order #3	<u>\$ 223,465.20</u> (16.76% of Contract)
New Construction Contract Total	\$1,586,926.20

Project Budget

Design & Soft Costs	\$ 237,683.00
Construction Contract Amount	\$1,333,061.00
Previous Change Orders (Liner Upgrade & Time Extension)	\$ 30,400.00
Change Order 3 – This Change Order (16.76%)	<u>\$ 223,465.20</u>
Estimated Total Project Cost	\$1,824,610.00

The revised contract with the Change Order included is within the project budget of \$2,059,000 in the approved 2012 Capital Budget.

Schedule

The contract term was extended by Change Order No. 2 to April 30, 2013 to allow for spring site restoration.

Supplier Diversity Participation

If the change order is approved by the Board, the XBE participation on this project will change as follows:

Change Order # 3

FIRM	AMOUNT			%		
	DBE	MBE	WBE	DBE	MBE	WBE
Tri-Ax, Inc.	\$17,000	\$ 0	\$ 17,000	7.61	0.00	7.61
Heartland Ready Mix	\$ 0	\$ 210	\$ 0	0.00	0.01	0.00
Totals	\$17,000	\$ 210	\$ 17,000	7.61	0.01	7.61

Construction Contract

FIRM	CLASSIFICATION	ORIGINAL AMOUNT	ORIGINAL %	AFTER CO AMOUNT	AFTER CO %
Tri-Ax, Inc.	DBE/WBE	\$ 67,000	5.03%	\$ 84,000	5.35%
Heartland Ready Mix	MBE	\$ 5,600	0.42%	\$ 5,810	0.37%
Thompson Distribution	MBE	\$ 88,600	6.65%	\$ 88,600	5.64%
Totals	DBE	\$ 67,000	5.03%	\$ 84,000	5.35%
	MBE	\$ 94,200	7.07%	\$ 94,410	6.01%
	WBE	\$ 67,000	5.03%	\$ 84,000	5.35%

Recommendation

The IAA staff has reviewed Change Order No. 3 and recommends that the Board consider for approval Change Order No. 3 with Thieneman Construction, Inc. for Deicing Control Facilities Improvements, Project # I-12-010, in an amount not-to-exceed \$223,465.20. DBE 7.61% (Tri-Ax, Inc.), MBE 0.01% (Heartland Ready Mix), WBE 7.61% (Tri-Ax, Inc.)

December 2012

MONTH/YEAR	OTHER PARTY	TYPE OF DOCUMENT	TERM (YEARS)	REVENUE	INITIALS	COMMENTS
12/12/2013	Aeronautical Radio, Inc.	Second Amendment	3 years, with two year renewals	\$829.00	R. Duncan	For upgrades to radio communications for airfield.
Dec-12	American Eagle Airlines	Airport Use Permit	2 years	N/A	R. Duncan	For below wing services for American Eagle.
Dec-12	World Wars Aircraft Museum, Inc.	Consent to Sublease	Unchanged	Unchanged	R. Duncan	For subleasing barrel hangar at Indy Regional Airport.
Dec-12	MWHC III, LLC	T-Hangar Agreement	1 year	\$3568 annually	R. Duncan	For lease of t-hanger at Metro Airport.
Dec-12	Jeffrey Gordon	T-Hangar Agreement	1 year	\$3020 annually	R. Duncan	For lease of t-hangar at Eagle Creek Airport.
Dec-12	Meyer Excavation	Construction Contract	30 days	N/A	R. Duncan	For economy parking lot repairs to the concrete bus pad, in the amount of \$22,780.
	Ground Support	First Amendment to Shared Tenant Services Agreement				For extension of contract for one year for internet and other services for tenant.
Dec-12	Resources		1 year	\$840.00	R. Duncan	
Dec-12	Circle City Transportation LLC	General Transportation Service Agreement	Month-to-Month	\$500.00 prepaid trip deposit	R. Duncan	Permits signatory to operate vehicles for hire at IND.
Dec-12	William and Mark Kappell	Cash Farm Lease Agreement	4 years	\$127,620.00	R. Duncan	For lease of 939 tillable acres.
		Cash Farm Lease Agreement	4 years	\$3753 in 2013 and thereafter \$5000 annually		
Dec-12	Scott Smith	1st Amendment to Office Lease	2 years	\$22,040.00 annually	R. Duncan	For lease of 105 hay acres.
Dec-12	Elite Transportation Services					
Dec-12	Barry Anderson	Art Work Agreement	7 months	\$2,000.00	R. Duncan	For lease of office space.
Dec-12	Nate Larson	Art Work Agreement	1 year	\$4,000.00	R. Duncan	For development & display of artwork on video screens at IND
Dec-12	United Rentals, Inc.	Letter of Agreement	1 week	\$1,000.00	R. Duncan	For development & display of artwork on video screens at IND
Dec-12	NewZoom, Inc.	Contract Amendment	1 year	Unchanged	R. Duncan	For one week display in the bag claim area at IND.
		Vending Service Agreement	2 years	Unchanged	R. Duncan	For extension of contract.
Dec-12	New Age Vending					
						For extension of contract.

December 2012

Dec-12	Earth Exploration	Contract Amendment	5 months	N/A	R. Duncan	For extension of contract for construction materials testing.
Dec-12	Intertek APTECH	Contract Amendment	4 months	N/A	R. Duncan	For investigate of failure of terminal heat exchangers, cost of \$3,180.
Dec-12	Alt&Witzig Engineering, Inc.	Contract Amendment	1 month	N/A	R. Duncan	For construction materials testing at Metro Airport, cost of \$5,180.
Dec-12	Argo Consulting Engineers	Contract for Professional Services	4 months	N/A	R. Duncan	For professional services for demolition of old terminal, cost of \$19,050.
Dec-12	TesTech, Inc.	Contract for Professional Services	4 months	N/A	R. Duncan	For professional services and materials testing at Eagle Creek, cost of \$6352.
Dec-12	MB Consulting LLC	Contract for Professional Services	1 year	N/A	R. Duncan	For support of Engineering & Environmental Department, cost not to exceed \$125,500.
Dec-12	Physio	Technical Support Agreement	1 year	N/A	R. Duncan	For annual service of the defibrulators at IND terminal, cost of \$19,576.
Dec-12	Tempus Jet Centers	Consent to Sublease Addendum to Professional Service Agreement	Month-to-Month	Unchanged	R. Duncan	For sublease between Signature, as sublessor, and Tempus, as sublessee.
Dec-12	Universal Field Services	Stop Loss Letter	3 months	N/A	R. Duncan	For extension of contract through March 30, 2013.
Dec-12	Mercer	Construction Contract	1 year	N/A	R. Duncan	For stop loss coverage for Anthem for IAA employee insurance program.
Dec-12	MacDougall Pierce Construction, Inc.	Contract Amendment	90 days	N/A	R. Duncan	For renovation of International Arrivals Building at IND, cost of \$134,900.
Dec-12	Interra, Inc.	Second Addendum to Concession Agreement	1 month	N/A	R. Duncan	For materials testing for deicing, cost of \$3510.
Dec-12	Global Parking System of Indiana, Inc.	Month-to-Month	60% of gross receipts to IAA	R. Duncan	R. Duncan	For regular valet services at IND Parking Garage.

December 2012

Dec-12	ET Energy Solutions	Second Amendment to Land Lease Agreement	5 months-for dates of the construction	N/A	R. Duncan	Authority agrees to extend the dates of the construction and commencement of the Solar Farm. Construction shall begin March 31, 2013 shall be completed by August 31, 2013
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