I. Call to Order

II. Approval of Minutes of the Pre-Board and Regular Meeting of January 18, 2013

III. Ordinances, Resolutions and Public Hearings
   a) Consider for approval General Ordinance No. 5-2012 concerning the 2013 Rates and Charges.
   b) Consider for approval Resolution No. 2-2012 concerning the Lease Agreement with the Greater Indianapolis Foreign Trade Zone, Inc.
   c) Consider for approval Resolution No. 3-2012 concerning the Disadvantaged Business Enterprise Policy.

IV. Board Reports
   a) President’s Report
   b) Standing Committee Reports
      i. Human Resources Committee – Lynn T. Gordon
      ii. Finance and Audit Committee – Jean L. Wojtowicz
      iii. Reliever Airport Committee – Alfred Bennett

V. Official Actions
   a) Consider for approval the individual items listed on the IAA General Agenda dated February 15, 2013.

VI. Staff Reports
   a) Executive Director Report – Bob Duncan
   b) Financial Report – Marsha Stone

VII. Other Reports/Update

VIII. Board Communications
   a) Next Meeting: Friday, March 15, 2013 @ 8:30 a.m.

IX. Adjourn
The Regular Meeting of the Indianapolis Airport Authority Board was called to order at 8:30 a.m., January 18, 2013, 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
Karen Caswelch, Member
Jack T. Morton, Member
David C. Lewis, Member
Steve C. Dillinger, Member
Philip C. Borst, Member
Lynn T. Gordon, Advisory 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
Joseph Heerens, General Counsel
Michael Huber, Sr. Director of Commercial Enterprise
Jamie Leap, Sr. Administrative Assistant/Recording Secretary

APPROVAL OF MINUTES
Upon a motion by Mr. Flynn, seconded by Mr. Dillinger and unanimously passed, approval was given to the Minutes of both the Pre-Board and Regular Meetings of December 21, 2012.

ELECTION OF OFFICERS OF THE INDIANAPOLIS AIRPORT AUTHORITY BOARD
With respect to this item, Mr. Morton made a motion that: (1) the following IAA Board members be elected to the following officer positions on the Board: (a) Michael Wells as President; (b) Kelly Flynn as Vice President; and (c) Alfred Bennett as Secretary; and (2) that the following individuals be appointed to the following positions with the IAA: (w) Jeremiah Wise as Treasurer; (x) Marsha Stone as Assistant Treasurer; (y) Joseph Heerens as Assistant Secretary; and (z) Rex Joseph as Board Counsel. Mr. Morton’s motion was seconded by Mr. Flynn, and unanimously passed.
ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS
President Wells introduced Amended & Restated General Ordinance 5-2012 containing certain corrections to General Ordinance 5-2012 that was approved and adopted by the IAA Board at its meeting on December 21, 2012. A public hearing on Amended & Restated General Ordinance 5-2012 is scheduled to occur on February 15, 2013.

President Wells next described Resolution No. 1-2013 regarding the adoption of a written work plan for the implementation of written policies and procedures pertaining to tax-exempt bond status. Upon a motion by Ms. Wojtowicz, seconded by Mr. Lewis and unanimously passed, approval was given to Resolution No. 1-2013.

BOARD REPORTS

President’s Report
President Wells announced the appointment of Dr. Philip Borst, and re-appointment of Alfred Bennett, to the IAA’s Board of Directors.

President Wells also recognized the entire organization, including the Board, for all of their efforts and the progress that has been made at the IAA during 2012.

OFFICIAL ACTIONS

INTRODUCTION AND APPROVAL OF THE INDIANAPOLIS AIRPORT AUTHORITY’S GENERAL AGENDA, DATED January 18, 2013: 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:

BP2013-1-1. Upon a motion by Mr. Flynn, seconded by Mr. Lewis and unanimously passed, approval was given to BP2013-1-1.

BP2013-1-2. Upon a motion by Mr. Morton, seconded by Mr. Bennett and unanimously passed, approval was given to BP2013-1-2.

STAFF REPORTS

Executive Director Report
Mr. Duncan thanked the IAA Board and Staff for their support throughout 2012.

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

- Mr. Mike Medvescek, Sr. Director of Operations, highlighted the recent “Honor Flight” that occurred at IND in September 2012, transporting 78 World War II
Veterans to the War Memorial in Washington DC. A plaque was presented in appreciation of the IAA’s assistance.

- Mr. Joseph Miller, Interim Director of Information Technology, described the recent addition by the IAA of electronic charging stations in the seating areas at various gates located throughout the Terminal, as a cost-effective solution that enhances the IAA’s customer service efforts.

Finance Report
Ms. Marsha Stone, Sr. Director of Finance, provided a brief Air Service report.

Supplier Diversity Report
Mr. Corey Wilson, Director of Supplier Diversity, presented a year-end report regarding the Supplier Diversity programs and initiatives at the IAA.

ADJOURNMENT
President Wells announced that the next IAA board meeting is scheduled for February 15, 2013.

There being no further business, the meeting was adjourned at 8:52 a.m.

INDIANAPOLIS AIRPORT AUTHORITY*

__________________________________
Michael W. Wells, President

__________________________________
Alfred R. Bennett, Secretary

Date:____________________________

*Signed under authority of IAA Board Resolution #10-2009
To: IAA Board of Directors
From: Joseph R. Heerens, IAA General Counsel
Date: January 28, 2013
Board Date: February 15, 2013
Subject: Final Hearing--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. On December 21, 2012, the IAA Board approved and adopted General Ordinance 5-2012, which set forth certain rates and charges 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. On January 18, 2013, the attached Amended & Restated General Ordinance No. 5-2012 was introduced at the public meeting of the IAA’s Board. Pursuant to statutory requirements, proper public notice was published by IAA in several newspapers in order to inform the general public of this Amended & Restated Ordinance, its introduction, and final hearing for public consideration.

The next step in the applicable statutory process is for this Amended & Restated Ordinance to receive a public hearing where the general public may testify and offer their comments on such Ordinance. That public hearing is scheduled to occur at the IAA Board meeting on February 15, 2013.

The following represents a brief summary of the proposed corrections to the 2013 Rates & Charges Ordinance:

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. In preparing the original Ordinance, the rates were incorrectly stated and have now been adjusted, as follows:

i. For use of **Hold Room & Loading Bridge**, rate was reduced to $200 for up to 3 hours, and $300 for between 3 to 9 hours (*Compare: Signatory Air Carriers pay lower rates of $150 for up to 3 hours, and $250 for between 3 to 9 hours*); and

ii. For use of **Aircraft Apron**, rate was reduced to $250 for up to 3 hours, and $350 for between 3 to 9 hours (*Compare: Signatory Air Carriers pay lower rates of $50 for up to 3 hours, and $250 for between 3 to 9 hours*).

**Schedule**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 18, 2013</td>
<td>Introduction of Amended &amp; Restated General Ordinance 5-2012</td>
</tr>
<tr>
<td>February 15, 2013</td>
<td>Public Hearing/Consideration for Adoption of said Ordinance</td>
</tr>
</tbody>
</table>

**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.

**Recommendation**

IAA Management recommends approval and adoption of the Amended & Restated General Ordinance No. 5-2012.
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:

<table>
<thead>
<tr>
<th></th>
<th>Signatory</th>
<th>Non-Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Terminal</td>
<td>$91.68</td>
<td>$137.52</td>
</tr>
<tr>
<td>B. Office or Club Room</td>
<td>$91.68</td>
<td>$137.52</td>
</tr>
<tr>
<td>C. Hold Rooms</td>
<td>$91.68</td>
<td>$137.52</td>
</tr>
<tr>
<td>D. Operations Space</td>
<td>$91.68</td>
<td>$137.52</td>
</tr>
<tr>
<td>E. Baggage Make-up/Bag Claim</td>
<td>$91.68</td>
<td>$137.52</td>
</tr>
<tr>
<td>F. Ticket Counter</td>
<td>$91.68</td>
<td>$137.52</td>
</tr>
<tr>
<td>G. Aircraft Apron</td>
<td>$0.34</td>
<td>$0.51</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>(a) Terminal Facilities</th>
<th>Up to 3 hours</th>
<th>More than 3 hours but less than 9 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NON-SIGNATORY AIR CARRIER</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hold Room &amp; Loading Bridge</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Aircraft Apron</td>
<td>$250.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>Operations Space</td>
<td>$130.00</td>
<td>$260.00</td>
</tr>
<tr>
<td>Ticket Counter and Public Address System</td>
<td>$130.00</td>
<td>$260.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(b) Terminal Facilities</th>
<th>More than 9 hours but less than 18 hours</th>
<th>18 hours to 24 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hold Room &amp; Loading Bridge</td>
<td>$1,200.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Aircraft Apron</td>
<td>$ 350.00</td>
<td>$ 350.00</td>
</tr>
<tr>
<td>Operations Space</td>
<td>$ 260.00</td>
<td>$ 520.00</td>
</tr>
<tr>
<td>Ticket Counter and Public Address System</td>
<td>$ 260.00</td>
<td>$ 520.00</td>
</tr>
</tbody>
</table>

**SIGNATORY AIR CARRIER**

<table>
<thead>
<tr>
<th></th>
<th>Up to 3 hours</th>
<th>More than 3 but less than 9 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hold Room &amp; Loading Bridge</td>
<td>$ 150.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Aircraft Apron</td>
<td>$ 50.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Operations Space</td>
<td>$ 65.00</td>
<td>$130.00</td>
</tr>
</tbody>
</table>
Ticket Counter and Public Address System  $  65.00     $130.00

<table>
<thead>
<tr>
<th></th>
<th>More than 9 hours but less than 18 hours</th>
<th>18 hours to 24 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hold Room &amp; Loading Bridge</td>
<td>$  600.00</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Aircraft Apron</td>
<td>$  250.00</td>
<td>$  250.00</td>
</tr>
<tr>
<td>Operations Space</td>
<td>$  190.00</td>
<td>$  380.00</td>
</tr>
<tr>
<td>Ticket Counter and Public Address System</td>
<td>$  190.00</td>
<td>$  380.00</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Per trip not to exceed fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limo-Sedan, including SUV (sport utility)</td>
<td>$2.50</td>
</tr>
<tr>
<td>Van</td>
<td>$5.00</td>
</tr>
<tr>
<td>Mini Bus</td>
<td>$10.00</td>
</tr>
<tr>
<td>Charter Bus</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>A. TELECOMMUNICATIONS</th>
<th>Tenant Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digital handset with dial tone</td>
<td>$25/mo. per phone</td>
</tr>
<tr>
<td>Analog circuit for fax lines</td>
<td>$25/mo. per line</td>
</tr>
<tr>
<td>Data jack/cabling (new service activations only)</td>
<td>$250 (per jack; 1x fee)</td>
</tr>
<tr>
<td>Long distance service</td>
<td>$.05/minute</td>
</tr>
<tr>
<td>Directory Assistance and collect calls will be charged back to tenant</td>
<td>At cost</td>
</tr>
</tbody>
</table>
### B. INTERNET CONNECTIVITY & BANDWIDTH

<table>
<thead>
<tr>
<th>Tenant Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Data jack/cabling (new service activations only)</strong> $250 (per jack; 1x fee)</td>
</tr>
<tr>
<td><strong>Network configuration for wired/wireless Internet access setup</strong> $95 (per port; 1x fee)</td>
</tr>
<tr>
<td><strong>Wired/wireless Internet connectivity:</strong></td>
</tr>
<tr>
<td>1.5 Mbs bandwidth $50/month</td>
</tr>
<tr>
<td>3 Mbs bandwidth $100/month</td>
</tr>
<tr>
<td>5 Mbs bandwidth $167/month</td>
</tr>
<tr>
<td>5+ Mbs bandwidth Call for quote</td>
</tr>
<tr>
<td><strong>Router/Firewall (NAT Addressable)</strong> $10/month</td>
</tr>
</tbody>
</table>

### C. NETWORKING

<table>
<thead>
<tr>
<th>Tenant Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Virtual Local Area Network (VLAN); up to five static IP addresses</strong> $95 per VLAN (1x fee)</td>
</tr>
<tr>
<td><strong>Switched port access; patching/adding VLAN port(s)</strong> $7/month (per port)</td>
</tr>
<tr>
<td><strong>Equipment cabinet in tenant communication room</strong> $10/month (per unit)</td>
</tr>
<tr>
<td><strong>Additional inter-building fiber pairs (between buildings)</strong> $500/pair (per month) $300/ea. add’l. pair (per month)</td>
</tr>
<tr>
<td><strong>Additional intra-building fiber pairs to link terminal, concourse, Ground Transportation Center (GTC), or Garage Communication Room (GCR)</strong> $65/pair per month</td>
</tr>
<tr>
<td><strong>Additional Cat 6 cables beyond base terminal build-out (cables from Comm. Room to tenant space)</strong> $19.95/cable per month</td>
</tr>
<tr>
<td><strong>Additional Cat 3 cables beyond base terminal build-out (cables from Comm. Room to tenant space)</strong> $19.95/cable per month</td>
</tr>
<tr>
<td><strong>Coax cable for cable TV</strong> $19.95/month per port</td>
</tr>
</tbody>
</table>

### D. MISCELLANEOUS

<table>
<thead>
<tr>
<th>Tenant Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Configure, move, add or change hardware/software</strong> $75/hour (1 hour minimum)</td>
</tr>
<tr>
<td><strong>IT project consultation, management, design coordination</strong> $100/hour (1 hour minimum)</td>
</tr>
</tbody>
</table>

### E. VIDEO CONFERENCING

<table>
<thead>
<tr>
<th>Tenant Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard videoconferencing setup fee</strong> $95 per scheduled meeting</td>
</tr>
<tr>
<td><strong>Standard videoconferencing (minimum of 2)</strong> $45/site/hour</td>
</tr>
</tbody>
</table>
### Additional videoconferencing options (added to standard rates and fees)

<table>
<thead>
<tr>
<th>Option</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Encrypted data stream</td>
<td>$30/site/hour</td>
</tr>
<tr>
<td>Emergency meeting fee (startup w/i one hr of reservation)</td>
<td>$35/site</td>
</tr>
<tr>
<td>Linked-line dial in (includes toll-free number in N. America)</td>
<td>$20/participant/hour</td>
</tr>
<tr>
<td>Cancellation fee (applies with less than 24-hr notice)</td>
<td>25% of scheduled charges</td>
</tr>
<tr>
<td>International connectivity</td>
<td>Call for quote</td>
</tr>
</tbody>
</table>

### 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    )
COUNTY OF MARION    )
                     ) SS:

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 – Lease Agreement

To: IAA Board of Directors
From: Robert A. Duncan, Executive Director
Date: January 29, 2013
Board Date: February 15, 2013
Subject: Lease Agreement with Greater Indianapolis Foreign Trade Zone, Inc. at the Indianapolis Maintenance Center

Background
The Indianapolis Airport Authority (IAA) operates as the Foreign Trade Zone (FTZ) “grantee” representing central Indiana communities. In 1980, the IAA created a separate company, the Greater Indianapolis Foreign Trade Zone, Inc. (GIFTZ), a not-for-profit 501C (6), to administer the FTZ program. The GIFTZ’s mission is to foster business growth for companies located in its service area.

The GIFTZ entered into a Building Lease Agreement in July 2008, for the leasing of Building #24 located on the east side of the Airport.

In December 2012, the GIFTZ Board met and decided it was in its best interest to move the GIFTZ warehouse operations to another site on Airport property closer to international air cargo operations. This strategy will allow the GIFTZ to better support future air cargo development opportunities at the former USPS Eagle Hub, and Indianapolis Maintenance Center (IMC).

As a result of these recent discussions, the GIFTZ will relocate its operations to warehouse space within the IMC.

Scope
The GIFTZ is requesting to lease 7,200 sq. ft. of warehouse space at the IMC to support its current operations and in turn sublease the balance of Building #24, the GIFTZ’s current facility. The Lease Agreement is for one (1) year and is commencing retroactive to February 1, 2013. The IMC Lease Agreement provides the option for either party to terminate on thirty (30) days written notice.

IAA Staff is requesting IAA Board adoption of Resolution No. 2-2013, authorizing the execution of Lease Agreement with GIFTZ for the leasing of warehouse space at the IMC.
**Schedule**
February 15, 2013: Execution of Lease Agreement with the Greater Indianapolis Foreign Trade Zone, Inc.

**Revenue and/or Operating Cost Implications**

Revenue:
7,200 sq. ft. of warehouse space @ $5.00 psf = $36,000 per annum.

Operating Costs:
No additional costs are incurred to support this agreement.

**Supplier Diversity Participation**
Not applicable.

**Recommendation**
The IAA Staff recommends the Board consider for approval Resolution No. 2-2013 concerning the Lease Agreement with the Greater Indianapolis Foreign Trade Zone, Inc.
RESOLUTION NO. 2-2013

RESOLUTION OF THE
INDIANAPOLIS AIRPORT AUTHORITY
APPROVING EXECUTION OF LEASE FOR IMC

WHEREAS, the Indianapolis Airport Authority (the "Authority") owns the Indianapolis Maintenance Center (the "IMC") at the Indianapolis International Airport (the "Airport") which was partially financed with the proceeds of Indianapolis Airport Authority Special Facility Revenue Bonds, Series 1995 (United Airlines, Inc.--Indianapolis Maintenance Center Project) (the "Bonds"); and

WHEREAS, since May 9, 2003, when United Airlines vacated the IMC and turned over possession of the IMC to the Authority, the Authority has been operating and maintaining the IMC in order to protect the IMC and maintain it in a leaseable condition; and

WHEREAS, the Authority has worked diligently since 2003 to evaluate the best reuse of the IMC including use of outside marketing professionals, evaluated the potential tenants that might be compatible with such reuse, evaluated the state of the market for the various facilities comprising the IMC, analyzed the rental rates currently borne by those markets and conduct a thorough search for new tenants; and

WHEREAS, Authority Staff has reported to the members of the Board of the Authority on the progress of various efforts to relet the IMC and have updated the Board throughout the negotiations with Greater Indianapolis Foreign Trade Zone, Inc. (GIFTZ or the "Tenant"); and

WHEREAS, the Authority has come to agreement on the terms of a lease of a portion of the warehouse space at the IMC to the GIFTZ; and

WHEREAS, the terms of the lease with GIFTZ are consistent with the range of rents for similar space located in the IMC and market rates, demonstrating to the Authority that the Authority should not expect to negotiate a significantly more favorable lease for such space with any tenant than that negotiated with the GIFTZ;

NOW, THEREFORE, BE IT RESOLVED BY THE INDIANAPOLIS AIRPORT AUTHORITY AS FOLLOWS:

1. The Authority hereby finds that the Authority has used reasonable efforts to relet the applicable portion of the IMC for rentals equal to the full rental due from United Air Lines for such space and with terms and provisions substantially similar to those contained in the lease with United Air Lines, but the Authority has found no tenant or tenants who are willing to lease the entire IMC, who are willing and able to pay the full rental paid by United and who are willing to pay the full operating cost of the IMC. Therefore, the Authority hereby finds that no United-like lease or leases can be executed.
2. The Authority has used its reasonable efforts to negotiate for the best available lease (for the portion of the IMC covered by the Lease) for generating projected total net rentals in light of then-prevailing market conditions and without materially reducing the expected total rentals over the term of the lease in return for commitments from Tenant for job creation or other concessions.

3. The Authority has determined that proceeding with the Lease is a far superior option compared to continuing to fund operating expenses without a tenant in such space.

4. It is hereby found that the execution of the Lease, as presented to this meeting, complies with the essential and governmental purposes and provisions of the Act and would be in the best interests of the Authority, the holders of the Bonds and the community of Indianapolis and Marion County.

5. The Authority hereby authorizes and directs the President and the Secretary or the Assistant Secretary of the Authority to execute all collateral documents required for execution of the Lease on behalf of the Authority.

6. If any provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining provisions of this Resolution.

Remainder of page intentionally left blank.
Adopted this _______ day of ___________________, 2013.

INDIANAPOLIS AIRPORT AUTHORITY*

________________________________________
Michael W. Wells, President

________________________________________
Alfred R. Bennett, Secretary

*Signed under authority provided in IAA Board Resolution 10-2009.

CERTIFICATE OF AUTHENTICITY

I, Alfred R. Bennett, Secretary of the Indianapolis Airport Authority Board of Directors, hereby certify that the foregoing is a true and correct copy Resolution No. 2-2013 adopted by the Indianapolis Airport Authority Board on the ______ day of ______________, 2013.

________________________________________
Alfred R. Bennett, Secretary

INDIANAPOLIS AIRPORT AUTHORITY
Board Memo – Disadvantaged Business Enterprise Policy

To: IAA Board of Directors
From: Corey Wilson, Director, Supplier Diversity
Date: January 31, 2013
Board Date: February 15, 2013
Subject: Disadvantaged Business Enterprise Policy – Resolution No. 3-2013

Background
The Indianapolis Airport Authority has established a Disadvantaged Business Enterprise (“DBE”) Program in accordance with regulations of the U.S. Department of Transportation (“USDOT”), 49 Code of Federal Regulations (“CFR”) Part 26. The Authority has received Federal financial assistance from the USDOT greater than $250,000 per federal fiscal year, and, as a condition of receiving this assistance, the Authority has signed an assurance that it will comply with 49 CFR Part 26 which outlines the engagement of DBE’s on federally funded projects.

Recent regulatory updates brought forth significant changes requiring the IAA to update its Policy Statement in accordance with 49 CFR Part 26.21(b)(2). The enclosed Resolution and Policy Statement update the Authority’s DBE program in compliance with the guidelines.

Recommendation
Please consider for approval adoption of Resolution 3-2013, updating the IAA DBE Policy.
RESOLUTION NO. 3-2013

OBJECTIVES & POLICY STATEMENT
FOR
IAA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

WHEREAS, the Indianapolis Airport Authority (the “IAA” or the “Authority”) is a municipal corporation established under Indiana Code § 8-22-3 et seq., with authority, among other things, to own and operate public airports, lands and facilities, including, but not limited to, the Indianapolis International Airport; and

WHEREAS, the IAA is empowered, by virtue of Indiana Code § 8-22-3-11, with the power to, inter alia: (i) adopt administrative procedures, rules and regulations; and (ii) determine matters of policy and operating procedures; and

WHEREAS, the IAA’s Board (the “Board”) is empowered, pursuant to Indiana Code § 8-22-3-3, to exercise the executive and legislative powers of the Authority; and

WHEREAS, the IAA has established a Disadvantaged Business Enterprise Program (the “DBE Program”) in accordance with regulations of the United States Department of Transportation (“USDOT”), 49 CFR Part 26; and

WHEREAS, the IAA has developed an “Objectives/Policy Statement” and related materials which are attached hereto as “Exhibit A” and incorporated herein (the “DBE Policy Statement”), which declare and set forth certain objectives and policies of the IAA pertaining to its DBE Program, including, but not limited to, ensuring equal opportunity and nondiscrimination in connection with USDOT contracts for which the IAA receives federal funding; and

WHEREAS, the Board now desires to formally approve and adopt the DBE Policy Statement for the IAA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, in and pursuant to the exercise of its powers, as follows:

1. The DBE Policy Statement is approved and adopted.

2. Any and all policies of the IAA, or parts thereof, that are inconsistent, or in conflict, with the terms or provisions of the DBE Policy Statement, are, to the extent of such inconsistency or conflict, hereby repealed.

3. This Resolution shall take effect immediately upon passage.
APPROVED AND ADOPTED on this _______ day of _________________, 2013, at the regularly convened meeting of the Board of the Indianapolis Airport Authority.

INDIANAPOLIS AIRPORT AUTHORITY*

By:____________________________________
    Michael W. Wells, President

Attest:__________________________________
    Alfred R. Bennett, Secretary

*Signed under authority provided in IAA Board Resolution #10-2009

CERTIFICATE OF AUTHENTICITY

I, Alfred R. Bennett, the duly elected and qualified Secretary of the Indianapolis Airport Authority, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 3-2013, adopted by the Board of the Indianapolis Airport Authority at a regular meeting of said Board held at its offices at Indianapolis International Airport on February 15, 2013.

By:__________________________________
    Alfred R. Bennett, Secretary
    INDIANAPOLIS AIRPORT AUTHORITY
AIRPORT AUTHORITY POLICY STATEMENT

Objectives/Policy Statement

The Indianapolis Airport Authority (“Authority”) has established a Disadvantaged Business Enterprise Program (“DBE Program”) in accordance with regulations of the U.S. Department of Transportation (“USDOT”), 49 CFR Part 26. The Authority has received Federal financial assistance from the USDOT, and, as a condition of receiving this assistance, the Authority has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Authority to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT – assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create and maintain a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only entities that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and
5. To help remove barriers to the participation of DBEs in USDOT assisted contracts.

The Authority’s Director of Supplier Diversity (“Diversity Director”) has been delegated as the DBE Liaison Officer. In that capacity, the Diversity Director is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations of the Authority in its financial assistance agreements with USDOT.

The Authority has disseminated this Policy Statement to the Authority’s Board of Directors and all other components of our organization. Furthermore, we have distributed this Policy Statement to DBE and non-DBE business communities and entities that perform work for the Authority on USDOT – assisted contracts, by making this document publicly available via our website at www.indianapolisairport.com.

INDIANAPOLIS AIRPORT AUTHORITY

By: ____________________________________________
    Robert A. Duncan, Executive Director

DATED:__________________________________________
SUBPART A – GENERAL REQUIREMENTS

Section numbers refer to 49 C.F.R. Part 26 regulatory provisions

Section 26.1 Objectives

The objectives are found in the Policy Statement on the first page of this DBE Program.

Section 26.3 Applicability

The Authority is a recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

Section 26.5 Definitions

The Authority will use terms in this DBE Program that have the meaning defined in Section 26.5.

Section 26.7 Non-Discrimination Requirements

The Authority will never exclude any person or entity from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26, on the basis of race, color, sex, or national origin.

In administering its DBE Program, the Authority will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating, or substantially impairing, accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to USDOT: 26.11

We will report DBE participation to USDOT/FAA, as follows:

We will transmit to FAA annually on December 1, the “Uniform Report of DBE Awards or Commitments and Payments” form. We will also report the DBE Contractor firms contact information, either on the FAA DBE Contractor’s Form or other similar format.

Bidders List: 26.11(c)

The Authority uses the State of Indiana’s DBE directory (“Directory”), maintained by the Indiana Department of Transportation (“INDOT”). The Directory lists the entity’s name, address, phone number, date of the most recent certification, and the type of work the entity has been certified to perform as a DBE. In addition, the Directory lists each type of work for which an entity is eligible to be certified, by using the most specific North America Industry Classification System (NAICS) available to describe each type of work. The purpose of the list is to obtain as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our USDOT – assisted contracts for use in helping to set our overall goals.
Section 26.13 Federal Financial Assistance Agreement

The Authority has signed the following assurances, applicable to all USDOT–assisted contracts and their administration:

Assurance: 26.13(a) – Each financial assistance agreement you sign with a USDOT operating administration (or a primary recipient) will include the following assurance:

The Authority shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT–assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Authority shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The Authority’s DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Authority of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance: 26.13(b)

The Authority will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the AUTHORITY deems appropriate.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The Authority receives grant(s) for airport planning or development totaling $250,000 or above in a Federal fiscal year. We will continue to carry out this DBE Program until all funds from USDOT financial assistance have been expended. We will provide to USDOT updates representing significant changes in the program for approval.

The Authority is not eligible to receive USDOT financial assistance, unless USDOT has approved our DBE Program and we are in compliance with it and this part. We will continue to carry out our program until all funds from USDOT financial assistance have been expended.

Section 26.23 Policy Statement
The Policy Statement is elaborated on the first page of this DBE Program.

**Section 26.25  DBE Liaison Officer (“DBELO”)**

We have designated the following individual as our DBE Liaison Officer:

Mr. Corey L. Wilson  
Director of Supplier Diversity  
7800 Col. H. Weir Cook Memorial Drive, Suite 100  
317-487-5374- office  
317-487-5177 - fax  
cwilson@ind.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE Program and ensuring that the Authority complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Authority’s Executive Director concerning DBE Program matters. An organization chart displaying the DBELO’s position in the organization is found in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by FAA.  
2. Reviews third party contracts and purchase requisitions for compliance with this DBE Program.  
3. Works with all departments of the Authority to set overall annual goals.  
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.  
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals), and monitors results.  
6. Analyzes the Authority’s progress toward attainment and identifies ways to improve progress.  
7. Participates in pre-bid meetings.  
8. Advises the Authority’s Executive Director and Board of Directors on DBE matters and achievement.  
9. Determines contractor compliance with good faith efforts.  
10. Provides outreach to DBEs and community organizations to advise them of opportunities.

**Section 26.27  DBE Financial Institutions**

On a semi-annual basis, the DBELO conducts a market analysis through the National Bankers Association to identify and investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on USDOT-assisted contracts to make use of these institutions. Presently there are no financial institutions owned and controlled by socially and economically disadvantaged individuals in the State of Indiana.

**Section 26.29  Prompt Payment Mechanisms**
The Authority has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractor.

We will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. We will use the following method to comply with this requirement:

We may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

The Authority will consider a subcontractor’s work to be satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Authority. When the Authority has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The Authority will include the following clause in each USDOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

Section 26.31 Directory

The Authority uses the State of Indiana’s DBE directory (“Directory”), maintained by the Indiana Department of Transportation. The Directory lists the firm’s name, address, phone number, date of the most recent certification, and the type of work the entity has been certified to perform as a DBE. In addition, the Directory lists each type of work for which an entity is eligible to be certified, by using the most specific NAICS code available to describe each type of work.

Section 26.33 Over-Concentration

The Authority has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.37 Monitoring and Enforcement Mechanisms

The Authority will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.
1. The Authority will bring to the attention of the USDOT any false, fraudulent, or dishonest conduct known to the Authority in connection with the DBE Program, so that USDOT can take the steps if deemed appropriate after weighing the evidence (e.g., referral to the U.S. Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.

2. The Authority will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

3. The Authority has implemented a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished through project site visits from the Authority’s Inspector and the DBELO, along with audits of payment accomplishments detailed in enterprise financial system (Oracle/Discover). The DBELO will also review all release of retainage request documents to audit all DBEs listed to verify payment amounts.

4. The Authority has implemented a Discover database that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE entities), including a means of comparing these attainments to commitments. In the Authority’s reports of DBE participation to USDOT, the Authority will show both commitments and attainments, as required by the USDOT uniform reporting form.

Section 26.39 Fostering Small Business Participation

The Authority has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The Authority’s small business program element is incorporated as Attachment 10 to this DBE Program. We will actively implement the program’s elements to foster small business participation, and doing so is a requirement of good faith implementation of our DBE Program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Authority does not use quotas, in any way, in the administration of this DBE Program.

Section 26.45 Overall Goals

The Authority will establish an overall DBE goal covering a three-year Federal fiscal year period. three-year overall goals if the Authority anticipates awarding FAA funded prime contracts exceeding $250,000 during any one or more of the reporting fiscal years within the three-year...
goal period. In accordance with Section 26.45(f), the Authority will submit its Overall Three-year DBE Goal to FAA by August 1, as required by the established schedule below.

<table>
<thead>
<tr>
<th>Airport Type</th>
<th>Region</th>
<th>Date Due (Goal Period)</th>
<th>Next Goal Due (Goal Period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hub Primary</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DBE goals will be established for those fiscal years we anticipate awarding USDOT-assisted prime contracts exceeding $250,000 during the three-year period. The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the Authority does not anticipate awarding more than $250,000 in USDOT-assisted prime contracts during any of the years within the three-year reporting period, we will not develop an overall goal; however this DBE Program will remain in effect and the Authority will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

The first step is to determine the relative availability of DBEs in the market area, “base figure”. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on projects.

In establishing the overall goal, the Authority will consult with entities such as the Greater Indianapolis Chamber of Commerce, the Indiana Chamber of Commerce, the City of Indianapolis Department of Public Works, the Indiana Department of Transportation, the State of Indiana Minority Business Development Office, the National Association of Women Business Owners – Indianapolis Chapter, without limiting consultation to these persons or groups to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Authority’s efforts to establish a level playing field for the participation of DBEs.

Following this consultation, the Authority will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Indianapolis International Airport for 30 days following the date of the notice, and informing the public that the Authority and USDOT/FAA will accept comments on the goals for 45 days from the date of the notice. Notice will be issued in general circulation media and available minority-focus media and trade publications, websites. The Authority will publish a notice in the Indianapolis Star newspaper and the Indianapolis Recorder newspaper, of the proposed goal. The notice will include addresses to which comments may be sent and addresses where the proposal may be reviewed.

The Authority’s overall Three-Year DBE Goal submission to USDOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

The Authority will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from USDOT. If we establish a goal on a project basis, the Authority will begin using our goal by the time of the first solicitation for a USDOT-assisted contract for the project.
A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this DBE Program.

Section 26.47 Failure to Meet Overall Goals

The Authority will maintain an approved DBE Program and overall DBE goal, if applicable, as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the Authority’s awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the USDOT as implementing our DBE Program in good faith:

(1) Analyze, in detail, the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;

(2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully our goal for the new fiscal year; and

(3) The Authority will retain analysis and corrective actions in records for three years, and make them available to FAA on request.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this DBE Program.

Section 26.51(d-g) Contract Goals

The Authority will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses, and by making contracts more accessible to small businesses, by means such as those provided under § 26.39.

If our approved projection that the Authority can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order meet our overall goal.

The Authority will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. The Authority need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The Authority will express our contract goals as a percentage of the total amount of a USDOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures
Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The Authority’s Director of Supplier Diversity is responsible for helping to determine whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as a Responsible bidder.

The Authority will ensure that all information is complete and accurate and adequately documents the bidder/offeror’s good faith efforts before committing to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

The Authority treats bidder/offerors’ compliance with good faith effort requirements as a matter of responsibility.

Responsibility – Each solicitation for which a contract goal has been established will require the bidders/offenders to submit the following information within three (3) business days of being notified that they are the successful bidders, but before the contract is executed:

1. The names and addresses of DBE entities that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE entity participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within seven business days of being informed by the Authority that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration by a neutral reviewer. Bidders/offereors should make this request, in writing, to the following office: Legal Department, 7800 Col. H. Weir Cook Memorial Drive, Indianapolis, Indiana 46254.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reviewer to discuss the issue of whether it met the goal or made adequate good faith efforts to do.

The Authority will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the USDOT.
Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The Authority will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract, with another certified DBE, to the extent needed to meet the contract goal. The Authority will require the prime contractor to notify the DBELO immediately of the DBE’s inability or unwillingness to perform and provide reasonable documentation.

In this situation, the Authority will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

The Authority will provide such written approval only if the Authority agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE entity. For purposes of this paragraph, the phrase “good cause” includes, but is not limited to, the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor’s reasonable, non-discriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. The Authority has determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled, with the result that the listed DBE contractor is unable to complete its work on the contract; and
10. Other documented good cause that the Authority has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice, in writing, to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE a period of five (5) days to respond to the prime contractor’s notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor’s
action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of, or substitutions for, DBE entities put forward by offerors in negotiated procurements.

If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All entities qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offereors, including those who qualify as a DBE. A DBE contract goal of (insert percentage) percent has been established for this contract. The bidder/offoror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offoror will be required to submit the following information: (1) the names and addresses of DBE entities that will participate in the contract; (2) a description of the work that each DBE entity will perform; (3) the dollar amount of the participation of each DBE entity participating; (4) written documentation of the bidder/offoror’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

The Authority will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. The Authority will not count the participation of a DBE subcontract toward a contractor’s final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

The Authority will safeguard, from disclosure to third parties, information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. This includes Indiana’s Public Records law, Ind.Code § 5-14-3.
Monitoring Payments to DBEs

The Authority will require prime contractors to maintain records and documents of payments to DBEs for three (3) years following the performance of the contract. These records will be made available for inspection, upon request, by any authorized representative of the Authority or USDOT. This reporting requirement also extends to any certified DBE subcontractor.

The Authority will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.
ATTACHMENTS

Attachment 1  Regulations: 49 CFR Part 26 or website link
Attachment 2  Organizational Chart
Attachment 3  DBE Directory or link
Attachment 4  Overall Goal Calculations
Attachment 5  Demonstration of Good Faith Efforts or Good Faith Effort Plan
Attachment 6  DBE Monitoring and Enforcement Mechanisms
Attachment 7  Small Business Element Program
ATTACHMENT 1

Regulations: 49 CFR Part 26 – See following link

ATTACHMENT 3

Indiana DBE Directory Link

http://www.ai.org/indot/2392.htm
ATTACHMENT 4

Section 26.45: Overall DBE Three-Year Goal Methodology

The Indianapolis Airport Authority (“AUTHORITY”) overall goal for F.Y. 2011, 2012 and 2013 is: 12% of Federal Financial assistance the AUTHORITY will expend in USDOT-assisted contracts for the stated period.

Given the amount of USDOT-assisted contracts the AUTHORITY expects to let during the next three fiscal years, which is $35,895,667 exclusively construction and engineering work, this means that AUTHORITY has set a goal of expending $4,307,480 with DBEs during this three fiscal year timeframe.

The projects covering this goal are as follows:

- Environmental Documentation for IND Master Plan
- Rehabilitate Taxiway
- Master Plan for IND
- Rehabilitate Runway 5R-23L
- Rehabilitate Taxiways J & P 2012 "B"
- (2012) Snow Equipment Replacement Program
- (2013) Snow Equipment Replacement Program
- ACS Consolidation
- Deicing Control Facilities Improvements – 2012
- Deicing Control Facilities Improvements – 2013
- Deicing Control Facilities Improvements - 2014-2015
- FAR Part 150 Noise Map Update
- Install Perimeter Fencing Phase 1 - Hendricks Co.
- Install Perimeter Fencing Phase 2/3 - Hendricks Co.
- Rehabilitate Tug Road (South) & Fire Department Access Road
- Rehabilitate Southeast Apron - Eagle Creek
- Rehabilitate Runway - Eagle Creek
- Rehabilitate Taxiway A - Eagle Creek
- Update Heliport Layout Plan
- Rehabilitate T-Hangar Taxi lanes Phase I - Metropolitan
- Rehabilitate T-Hangar Taxi lanes Phase II – Metropolitan
- Rehabilitate Runway and Taxiway Connectors A1, A2, A3 and A4 – Metropolitan
- Runway 7-25 & Taxiway Extension Phase III
- Extension Construction - Mt. Comfort
- Runway 7-25 & Taxiway Extension Phase II
- Design - Mt. Comfort
- Runway 7-25 & Taxiway Extension Phase II Localizer Relocation - Mt. Comfort
- Rehabilitate Existing Foxtrot Lane

METHODOLOGY used to Calculate Overall Goal

Step 1: 26.45(c)

The base figure for the relative availability of DBEs, the substantial money spent, and majority of bidders are in the relevant market of State of Indiana, is calculated as follows:

Base figure = Ready, willing, and able DBEs (construction, engineering, professional services) / All firms ready, willing and able (construction, engineering, professional services)

= 576/14,188 equals a base figure of 4.05%

The data source or demonstrable evidence used in State of Indiana, to derive the numerator was: Indiana Department of Transportation Certified Disadvantaged Owned Business Enterprise Search. The data source or demonstrable evidence used to derive the denominator was the 2008 Census Bureau County Business Patterns Data for State of Indiana.
Step 2: 26.45(d)

After calculating a base figure of the relative availability of DBE’s, evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal.

To determine an adjustment to the base figure, a weighted average was calculated using the total dollars awarded over the past three fiscal years ($41,632,207) divided by the total DBE dollars awarded over the same period ($3,540,627). The weighted average of historical total DBE accomplishments from the past three years equals 8.50%. The dollars awarded in F.Y. 2008 represent an outlier in the three year sample due to the financial closeout and release of retainage of contracts related to the construction of the New Indianapolis International Airport. Due to this, an adjusted average of DBE participation 12.98% was determined.

<table>
<thead>
<tr>
<th>F.Y.</th>
<th>Total Dollars Awarded</th>
<th>Total DBE Dollars Awarded</th>
<th>Average DBE Participation</th>
</tr>
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<tbody>
<tr>
<td>2009</td>
<td>$4,419,948</td>
<td>$824,416</td>
<td>18.65%</td>
</tr>
<tr>
<td>2008</td>
<td>$30,488,810</td>
<td>$1,735,276</td>
<td>5.69%</td>
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<tr>
<td>2007</td>
<td>$6,723,449</td>
<td>$980,935</td>
<td>14.59%</td>
</tr>
<tr>
<td>Total</td>
<td>$41,632,207</td>
<td>$3,540,627</td>
<td></td>
</tr>
</tbody>
</table>

Weighted Average = 8.50%

Adjusted Average = 12.98%

The calculations from Step 1 and Step 2 indicate that 4.05% of ready, willing and able DBE entities comprised the 12.98% weighted average over the past three fiscal years. Based on the current and foreseeable economic climate, the adjusted average (12.98%) was reduced to 12.0%. This adjustment will accurately reflect an achievable goal for the type of work to be performed annually for the time period 10-1-10 to 9-30-13.

There are no applicable disparity studies for the local market area or recent legal case information available from the Indiana Department of Transportation (“INDOT”) to show any evidence of barriers to entry or competitiveness of DBEs in the State of Indiana.

Race Conscious – Race Neutral

The AUTHORITY will meet the maximum feasible portion of its overall goal by using race neutral means of facilitating DBE participation. The AUTHORITY uses the following race-neutral means to increase DBE participation:

- Offer instructions and clarification on bid specifications, general bidding requirements, and our procurement policy and procedures to all small businesses.
- Maintain a file of successful bid documents from past bids and encourage DBEs and other small business entities to review and evaluate these documents.
- When requested by DBEs, conduct debriefing sessions to explain why certain bids were unsuccessful.
• Provide DBEs and other small business entities with information on future procurement schedules.

• Provide information on certification procedures, subcontracting, and bonding requirements to all small businesses.

• Place bid notices in the DBE trade association newsletters, major local newspapers, as well as periodicals of interest to the DBE community.

• Make bid specifications available to DBE contractor associations and technical assistance agencies.

• Provide DBEs and DBE organizations with lists of majority entities bidding as prime contractors.

The Authority estimates that, in meeting the overall goal of 12.0%, the Authority will obtain 2.0% from race-neutral participation and **10.0%** through race-conscious measures. **This breakout is based on:**

• The AUTHORITY expects to have at least three DBE prime contractors in during the three year period.

• The AUTHORITY plans to hold its first annual targeted DBE construction outreach meeting during the fourth quarter of 2010 to detail the scheduled 2011 construction projects.

• The AUTHORITY does not have a history of DBE participation or over-achievement of goals to reference and expects to obtain the majority of its DBE participation through DBE contract goals or a conscious effort to obtain DBE participation.

**Market Area:** The Authority’s market area includes Marion County, Indiana, which is where the Indianapolis International Airport is located, and the counties surrounding Marion County (Boone, Hendricks, Morgan, Johnson, Hancock, Hamilton).
ATTACHMENT 5

Demonstration of Good Faith Efforts

Contractors seeking assistance in achieving the supplier diversity participation goals on airport projects should start by visiting the Indianapolis International Airport’s website at [www.indianapolisairport.com](http://www.indianapolisairport.com). Once on the website, select the Employment & Business section and go to the Supplier Diversity Program to find the link to vendors certified as Minority/Women/Veteran & Disadvantaged Business Enterprises. Only those certified companies identified on the State of Indiana, City of Indianapolis, and/or Indiana Minority Regional Supplier Development Council, will be eligible for calculation of project participation percentages. For general questions, please contact the IAA Supplier Diversity Department at 317-487-5374 or cwilson@ind.com.

Upon notification from the Authority as the apparent low bidder, the Contractor will be required to sign and submit a **Schedule B: Diverse Vendor Statement of Intent to Perform Work**, for each diverse vendor included in the bid, 24 hours after bid opening. The statement must be signed by the prime contractor and the applicable diverse vendor sub-contractor(s). Information must include evidence of certification by the State of Indiana as a MBE/WBE/DBE or the City of Indianapolis as a MBE/WBE/VBE or Indiana Minority Supplier Development Council as a MBE.

**Good Faith Efforts**

If a supplier diversity goal has been established for the project, the Contractor shall make good faith efforts to achieve the established goal prior to the bid opening. If the apparent low bidder fails to achieve the stated project goal, the low bidder will be
required to provide documentation within three business days of notification as the apparent low bidder of the bidder’s good faith efforts in attempting to achieve the stated project goals. The written response shall provide evidence identifying the bidder’s good faith efforts and all affirmative actions taken to achieve the stated supplier diversity goal.

In determining whether a bidder has made good faith efforts, the Authority will look not only at the different kinds of efforts that the bidder has made, but also the quantity and intensity of these efforts.

The following lists examples of the types of good faith efforts that may be considered: (Note – this list is not intended to be exhaustive). Also, please see attached federal regulations describing “good faith efforts”.

1) Whether the bidder made reasonable efforts to contact and allow reasonable time for diverse vendors to respond in a timely manner. Whether the bidder provided documentation of attempts to ready, willing, and able diverse vendors who expressed a desire to work on any of the pay items of the project.

2) Whether the bidder followed up on the initial solicitations of interest by contacting the diverse vendors to determine with certainty whether the diverse vendors were interested in participating in the project.

3) Whether the diverse vendor was provided the opportunity to analyze the project documents/project specifications and submit quotations prior to award. Information provided by the bidder to the diverse vendors shall include, at a minimum, the contract names, pay items, quantities for
those pay items to be subcontracted, and the date the subcontract bid is desired.

4) Whether the bidder selected portions of the work to be performed by the diverse vendor in order to increase the likelihood of meeting the diverse vendor goals (including, where appropriate, breaking down the project into economically feasible units to facilitate diverse vendor participation).

5) Whether the bidder provided the interested diverse vendors with complete information about plans, specifications, and requirements of the contract. Attempts should be made to have plans available or to notify the diverse vendors of the location of available plans. The bidder shall notify the diverse vendors of revisions to the project.

6) Whether the bidder effectively used the services of available minority community organizations; minority contractors' groups; local, state and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse vendors.

7) Whether the bidder advertised in general circulation, trade association, and minority-focused media concerning contracting and subcontracting opportunities.

Only entities certified as DBE/MBE/WBE/VBE prior to the award date can be used to meet the project goal for the Authority’s supplier diversity program.

**Good Faith Efforts for Extra Work**

When extra work is added to a contract with a supplier diversity goal, the bidder is encouraged to hire, or make good faith efforts to hire, diverse vendor subcontractor(s) to perform significant extra work. The phrase “extra work” is defined
as new pay items added to a project that result in a new contracting opportunity not reasonable related to existing pay items being performed by the contractor or a subcontractor.

If significant extra work related to existing pay items being performed by a diverse vendor the subcontractor is added to a contract with a diverse vendor goal, the contractor shall offer that same diverse vendor subcontractor the opportunity to perform the extra work whether or not the existing pay items are counted toward the supplier diversity goal. If the diverse vendor subcontractor is unable to perform the extra work, the contractor shall hire, or make good faith efforts to hire, an alternate diverse vendor subcontractor to perform the work.

When significant extra work related to existing pay items being performed by a non-diverse vendor subcontractor is added to a contract with a supplier diversity goal, the non-diverse vendor subcontractor may perform the extra work. If the non-diverse vendor subcontractor is unable to perform the extra work, the contractor may self-perform the extra work. If the contractor chooses not to self-perform the extra work, the contractor shall hire, or make good faith efforts to hire, a diverse vendor entity to perform the work.
**ATTACHMENT 5(a)**

Indianapolis Airport Authority  
**Diverse Vendor (DBE/MBE/WBE/VBE) Statement of Intent to Perform Work**

<table>
<thead>
<tr>
<th>DBE/MBE/WBE/VBE Name, Address, Telephone:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor Name, Address, Telephone:</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td>Project Number:</td>
</tr>
<tr>
<td>DBE/MBE/WBE/VBE Dollar Amount:</td>
<td>DBE/MBE/WBE/VBE % of Total Bid Amount:</td>
</tr>
</tbody>
</table>

The above named DBE/MBE/WBE/VBE will perform as a subcontractor, sub-consultant, or material supplier for the above described project. The undersigned intends to perform work in connection with the above referenced project as (check one):

- Sole Proprietor____
- Partnership____
- Corporation____
- Limited Liability Company____
- Joint Venture____
- Other________

The above named certified DBE/MBE/WBE/VBE is (check all that applies):

- Woman owned____
- Asian American____
- Hispanic____
- Socially and Economically Disadvantaged____
- American Indian____
- Veteran____
- African American____

The DBE/MBE/WBE/VBE status of the undersigned is confirmed by the attached letter of certification. The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project:

________________________________________________________________________

________________________________________________________________________

Sub-contracting levels (if not applicable, enter zero):

- _______% of the dollar value of this DBE/MBE/WBE/VBE subcontract will be sublet to non-DBE/MBE/WBE/VBE contractors.
- _______% of the dollar value of this DBE/MBE/WBE/VBE subcontract will be sublet to DBE/MBE/WBE/VBE contractors.

The undersigned subcontractor will enter into a contract with ________________________ for the work/service described above upon the prime contractor’s execution of a contract with the Owner.

| Signature of Authorized DBE/MBE/WBE/VBE Officer: |  |
| Print Name of Authorized DBE/MBE/WBE/VBE Officer: |  |
| Title: | Date: |

I, the above bidder/prime contractor, agree to the terms and conditions stated above.

| Signature of Authorized Bidder/Prime Contractor Officer: |  |
| Print Name of Authorized Bidder/Prime Contractor Officer: |  |
| Title: | Date: |
ATTACHMENT 6

DBE Monitoring and Enforcement Mechanisms

The Authority has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to state code.

In addition, the Federal government has available several enforcement mechanisms that it may apply to entities participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26;
2. Enforcement action pursuant to 49 CFR Part 31; and
3. Prosecution pursuant to 18 USC 1001.
February 28, 2012

Ms. Nancy Cibic  
Civil Rights Office, Room 440  
2300 E. Devon Avenue  
Des Plaines, IL 60018

Re: Small Business Initiatives of DBE Program

Dear Ms. Cibic:

We are writing in response to the letter from Mr. Michael Freilich, dated December 8, 2011, requesting that all airport recipients of certain federal monies which have a Disadvantaged Business Enterprise ("DBE") Program document their efforts to implement and maintain a small business element. The Indianapolis Airport Authority ("AUTHORITY") is pleased to provide the following documentation detailing our enhanced efforts to engage small businesses in our contracting opportunities at the AUTHORITY. Upon your review should you have any questions we welcome the opportunity to discuss these with you in greater detail.

The AUTHORITY strives on a regular basis to provide the most enhanced business opportunities to all vendors, and in particular, will make the additional efforts below as related to small business.

I. Unbundling of Larger Projects

An important consideration with any project is the overall scope and scale. To that end, going forward we will specifically target anticipated key large scale projects and identify opportunities for unbundling to promote the incorporation of small businesses and DBEs. More specifically, consideration will be given to further incorporation of unbundling as a viable option within the AUTHORITY procurement process. In short, we have a strong commitment to unbundle professional services and bid packages in accordance with applicable procurement laws and regulations.

II. Incubator Program

The AUTHORITY has entered into a Memorandum of Understanding with the City of Indianapolis to identify other municipal corporations in Marion County, Indiana, to be approached and encouraged to collaborate on the development of an incubator program for small businesses and DBEs. These vendors will have the opportunity to
increase their knowledge and gain information about the procurement process, contracting, and other standard business practices and procedures.

III. Education Program
In addition, the AUTHORITY plans to offer several education classes, including, but not limited to, sessions focusing upon public works law, bonding and insurance, and other applicable topics. Consideration will also be given to the development of a partnership with the Indiana Small Business Development Center for increased development of said program. Additionally, the AUTHORITY may develop webinars for remote viewing and easy access as a mode of education.

IV. Professional Service Procurement —Weighted Factors
An internal weighted evaluation process of each respondent takes place as a part of our professional service procurement. The areas that are evaluated include, but are not limited to: Project Approach and Work plan, Project Personnel and Qualifications, Recent Experience and Current Workload. Going forward, the AUTHORITY will evaluate the incorporation of an additional weighted section of evaluation entitled “Small Business Inclusion” further encouraging the importance of the participation of small businesses.

Implementation

The AUTHORITY plans to implement all of the above measures throughout the coming year, beginning in March of 2012, with a goal of completing these steps by the conclusion of 2012.

We hope that you will contact us with any questions, and we look forward to working with you.

Sincerely,

Corey L. Wilson
Director, Supplier Diversity
Indianapolis Airport Authority
A) General Business:

BP2013-02-1 Consider for approval the reappointment of Daniel Brackemyre and Andrew Reinke, to the GIFTZ Board of Directors, for a term of three (3) years each.

BP2013-02-2 Consider for approval the Interconnection Agreements and Power Purchase Agreements with Indy Airport Solar Project II, LLC and Bulldog Energy, LLC related to the construction and operation of a Phase II, seventy five acre solar farm.

BP2013-02-3 Consider for approval the Land Transactions with respect to the I-70 relocation as well as for authorization, direction and delegation of authority from the Board to the Executive Director and the General Counsel, in his capacity as Asst. Secretary, to execute any and all instruments and other documentation necessary and/or appropriate to effectuate the foregoing, and to cause pertinent documentation to be filed of record in Marion and Hendricks counties.

B) Capital Program:

BP2013-02-4 Consider for approval Plans and Specifications for Bid Package Project # I-13-022, Building 63 Rehabilitation, as prepared by the etica group, inc., and authorize the public bidding process.

BP2013-02-5 Consider for approval Change Order No. 2 with Maddox Industrial Contractors, Inc. for IMC CEP Steam Trap Replacement, Project # I-11-021, in an amount not-to-exceed $19,118.60. MBE 9.79% and WBE 3.75%.

BP2013-02-6 Consider for approval Change Order No. 2 with Rieth-Riley Construction Co., Inc. for Rehabilitation of Runway 3-21, Tug Road, and Fire Department Access Road at Eagle Creek Airpark, Project # E-12-028, in an amount not-to-exceed $109,840.26. DBE 1% and MBE 1%.

BP2013-02-7 Consider for approval a professional services contract amendment with Reynolds Smith and Hills, Inc. (RS&H) for Indianapolis International Airport Master Plan Phase II, an ALP Update, in a revised amount not-to-exceed $704,157.00 (hourly fee) and $18,878 (expenses) for a total not-to-exceed amount of $723,035. DBE 52.17% (Shrewsberry & Associates, LLC,
Consider for approval Amendment #2 to the professional services contract with Wessler Engineering for Stormwater and Deicing Controls & Capacity Phase 1A in amount not-to-exceed $85,246.00 (fees) and $1,000.00 (expenses) for a total amount not-to-exceed $86,246.00. DBE 16.45% (Elements Engineering, Infrastructure Engineering, Inc.), MBE 19.23% (Dmytryka Jacobs Engineers, Infrastructure Engineering, Inc.), and WBE 12.90% (Elements Engineering, Reprographix, Inc.)

C) Real Estate:

The purchase of property per the attached schedule
Board Memo – GIFTZ Board Members

To: IAA Board of Directors
From: Alfred R. Bennett, GIFTZ Chairman
Date: January 23, 2013
Board Date: February 15, 2013
Subject: GIFTZ Board Members

Background
The Indianapolis Airport Authority (IAA) operates as the Foreign Trade Zone (FTZ) “grantee” representing central Indiana communities. In 1980, the IAA created a separate company, the Greater Indianapolis Foreign Trade Zone, Inc. (GIFTZ), a not-for-profit 501C (6), to administer the FTZ program. Members seated on the GIFTZ Board are either appointed or elected by the IAA Board of Directors. The Operating Director is selected from the IAA staff.

The GIFTZ By-laws allow 5-15 members to be seated on the GIFTZ Board; currently the GIFTZ has ten (10) members. Both the Operating Director and one (1) IAA Board Member position are appointed to the GIFTZ Board and have no assigned term. All other GIFTZ Board Members are elected by the IAA Board and serve a three (3) year term.

Currently, the GIFTZ Board is comprised of individuals from various industry backgrounds that volunteer their time and expertise. It is a strategic goal to staff the GIFTZ Board with individuals that can support the marketing and business networking efforts to reach out to businesses located in 41 central Indiana counties served by the local FTZ program. GIFTZ Board Members actively promote the use of the FTZ program; which in turn assists Indiana companies to grow, retain jobs, and promote a balanced approach to global trade.

Scope
It is recommended that the IAA consider for approval the reappointment of the following individuals to the GIFTZ Board of Directors:

- Mr. Daniel Brackemyre, Manager of Business Development, Circle City Group LLC
- Mr. Andrew Reinke, President, Foreign Targets, Inc.

Note: Michael Young’s term has also expired and his position will be left vacant.
**Schedule**
February 15, 2013: IAA reappointment of two (2) GIFTZ Board Members.

**Revenue and/or Operating Cost Implications**

**Revenue:**
Not applicable.

**Operating Costs:**
Not applicable.

**Supplier Diversity Participation**
Not applicable.

**Recommendation**
The GIFTZ Chairman recommends the IAA consider for approval the reappointment of Daniel Brackemyre and Andrew Reinke, to the GIFTZ Board of Directors, for a term of three (3) years each.
To: IAA Board of Directors  
From: Eric Anderson, Property Director  
Date: January 30, 2013  
Board Date: February 15, 2013  
Subject: Solar Farm Phase II Interconnection Agreements and Power Purchase Agreements

**Background**
In June/July 2011, IAA Staff commenced an RFP process for the creation and operation of a solar farm located at Indianapolis International Airport (IND). Although several responses were received, Staff came to the conclusion, ET Energy Solutions, LLC (ET) response was in the best interest of the IAA for development of the solar farm. The initial seventy five (75) acre solar farm will commence construction before April 1, 2013, and is located near the approach of Runway 5R / I-70 exit to the passenger terminal.

Indianapolis Power & Light (IP&L) announced it was terminating their Rate Renewable Energy Production program (Rate REP) effective March 30, 2013 and any new renewable energy projects seeking Rate REP program consideration would need to have its documents filed and approved before the termination date. ET Energy Solutions has proposed to finance and construct a second seventy five (75) acre solar farm (10 MW) at IND. The solar farm will be developed under the names Indy Airport Solar Project II, LLC (7.5 MW) and Bulldog Energy, LLC (2.5 MW). This solar project is to be located west of the initial solar farm site.

With respect to the Interconnection Agreements and the requirements of IP&L, ET has primary responsibility and liability for the operation of the solar farm. As is found within the initial solar farm lease agreement, ET agrees to fully indemnify and hold IAA harmless from any damages or liabilities including naming the IAA as an additional insured.

This second solar farm transaction mirrors the first solar farm as far as agreements to be executed and processes to be followed including all approvals sought and received whether from the IAA, FAA, State of Indiana and City of Indianapolis. The difference in comparing the two solar farms is by location only as length of term and rental structure will be similar if not exactly the same.

**Scope**
Execute two (2) Interconnection Agreements and two (2) Power Purchase Agreements with Indy Solar Farm Project II, LLC and Bulldog, LLC. Each Interconnection Agreement
consists of an initial twenty-five (25) year term, then renewing for one (1) year periods, commencing upon execution. Each Power Purchase Agreement consists of a fifteen (15) year term, commencing with the date energy is first produced and transmitted to IP&L.

**Schedule**

Feb 15, 2013: Full execution of Interconnection Agreements & Power Purchase Agreements.

March 15, 2013: Full execution of Land Lease Agreements

April 2013: Indiana Utility Regulatory Commission ruling on the Power Purchase Agreements

August 1, 2013: Construction commencement date

**Revenue and/or Operating Cost Implications**

**Revenue:**
The Interconnection Agreements and Power Purchase Agreements do not directly generate revenues to the IAA. Two Land Lease Agreements will be brought to the Board on March 15, 2013, that will address project revenue to the IAA.

**Operating Costs:**
ET will be responsible for all operating and development costs associated with the operation and construction of the solar farm.

**Supplier Diversity Participation**
As consistent with IAA’s goals, diversity participation shall be sought by ET in the construction of the solar farm.

**Recommendation**
Recommend for approval the Interconnection Agreements and Power Purchase Agreements with Indy Airport Solar Project II, LLC and Bulldog Energy, LLC related to the construction and operation of a Phase II, seventy five acre solar farm.
Board Memo – Land Transactions

To: IAA Board of Directors
From: Joseph R. Heerens, General Counsel
Date: February 1, 2013
Board Date: February 15, 2013
Subject: Certain I-70 Land Transactions

Background
As part of the overall planning for the new Midfield Terminal, certain changes were required for Interstate 70 near the Indianapolis International Airport (“Airport”). On December 3, 2004, the Indianapolis Airport Authority (“IAA”) and the State of Indiana, through its Department of Transportation (“INDOT”), signed an Agreement which included, among other things, relocation of a portion of Interstate 70’s route, transfer of certain parcels of land between the parties, granting certain easements, construction of a new off-ramp, and other improvements (collectively, the “Land Transactions”). No funds have been, or will be, exchanged between the parties in connection with these Land Transactions.

Representatives of IAA and INDOT have worked through and completed all of the final aspects on the remaining Land Transactions (which generally involve certain land swaps and easements between the parties on and along the I-70 corridor on the south side of the Airport). The following provides a general description of these Land Transactions, which, for ease of reference, are more particularly shown on the drawing attached to this Board Memo (the “Drawing”):

(1) Parcel 7. Owned by IAA and shown in blue on Drawing will be transferred to INDOT (Note: Quitclaim Deeds transferring ownership to INDOT were approved by the IAA Board on March 19, 2012); and

(2) Parcel 8. Owned by INDOT and shown in yellow on Drawing will be transferred by Quitclaim Deed to IAA; and
(3) **Parcel 9.**
Owned by IAA and shown in orange on drawing which will contain restrictions and easements granted to INDOT for ingress and egress, as well as for maintenance related to drainage and other uses.

The IAA maintains airspace easements with respect to all the above-referenced parcels. Additionally, IAA maintains an easement for a future taxiway over and across the current I-70 route, noting that footings were installed for same before construction on the new route for I-70 was finalized several years ago.

**Recommendation**
IAA Management recommends approval by the IAA Board of the Land Transactions as described herein, as well as for authorization, direction and delegation of authority from the Board to the Executive Director and the General Counsel, in his capacity as Asst. Secretary, to execute any and all instruments and other documentation necessary and/or appropriate to effectuate the foregoing, and to cause pertinent documentation to be filed of record in Marion and Hendricks counties.
Board Memo – Plans & Specifications Approval

To: IAA Board of Directors

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

Date: January 25, 2013

Board Date: February 15, 2013

Subject: Approval of Plans and Specifications for Bid Package Project # I-13-022, Building 63 Rehabilitation, and Authorize the Public Bidding Process

Background

Building 63 is part of the Indianapolis Airport Authority (IAA) North Campus located on the corner of South Girls School Road and West Washington Street as shown on the attached exhibit. This project is rehabilitating the exterior insulation finishing system (EIFS) on Building 63 to prevent water intrusion into the interior of the building. Life expectancy of a properly installed and maintained EIFS exterior finish is approximately twenty (20) years.

EIFS requires regular maintenance and rehabilitation to ensure a properly functioning water tight system. Based on visual inspection, there are several areas of the Building 63 EIFS system that require rehabilitation, including but not limited to the joints between panels and wall penetrations for vents, utilities and windows. Wear from the elements has also worn away the outer skim coat layer over a large portion of the building exposing the reinforcing mesh.

This project was approved for implementation by the Senior Management Team on January 7, 2013.

The design contract with the etica group, inc. was executed by the Executive Director on January 25, 2013. The etica group, inc. was selected from Statements of Qualifications on file. The etica group, inc.’s familiarity with IAA plans and specifications enhanced their ability to meet the fast track schedule to execute a contract for construction.

Scope

The scope of work is Building 63 exterior EIFS rehabilitation, including but not limited to the joints between panels and wall penetrations for vents, utilities and windows.
**Budget**
Total construction package is estimated between $100,000 and $250,000. The range is established per Federal Acquisition Regulation Subpart 36.2.

The funding for this project is 100% Airport cash funds. The Building 63 Rehabilitation project is in the approved 2013 Capital Budget.

This project is being undertaken to preserve an asset that is anticipated to be leased in the future to a third-party tenant; without these improvements, the facility would be unsuitable for lease. The additional revenue from a future building lease is expected to be in excess of $6.00 per square foot. Based on a 15-year lease, the Authority would need to achieve a building rental rate of at least $0.50 per square foot for the internal rate of return on this project to exceed the Authority's hurdle rate of 12.5%. In addition to the currently proposed improvements, the Authority anticipates that a tenant improvement allowance may be included in a future lease. To the extent that a tenant improvement allowance is included in a future lease, that investment will be included in the Authority's calculation of the project's aggregate internal rate of return.

**Schedule**
Pre-Bid Meeting: March 7, 2013 3:00 pm Building 60, Conference Room 1
Bid Opening: March 21, 2013 3:00 pm Building 60, Conference Room 1
Est. Bid Award: April 19, 2013

Contract award anticipated April 2013 and the substantial completion date is expected to be June 2013.

**Supplier Diversity Participation**
The Director of Supplier Diversity requesting any bids to show a good faith effort reaching IAA XBE goals of: MBE 18%, WBE 5%, and VBE 3%

**Recommendation**
The IAA staff has reviewed the bid documents and recommends that the Board consider for approval Plans and Specifications for Bid Package Project # I-13-022, Building 63 Rehabilitation, as prepared by the etica group, inc., 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 22, 2013
Board Date: February 15, 2013
Subject: Change Order #2 with Maddox Industrial Contractors, Inc. for the Indianapolis Maintenance Center (IMC) Central Energy Plant (CEP) Steam Trap Replacement, Project # I-11-021

Background
The Central Energy Plant (CEP) provides the terminal with high temperature water for heating and chilled water for cooling. The CEP also provides compressed air, high pressure steam, chilled water, and natural gas to the Indianapolis Maintenance Center (IMC) and removes industrial waste water from IMC. The distribution of the various products to the IMC is supported by an overhead pipe arbor.

The original design of the overhead pipe arbor system included twelve (12) steam traps that were essential for removal of the condensate that builds up in the steam lines. Only four (4) of the original twelve (12) steam traps remained functional at the start of this project. The condition of the other eight (8) steam traps was that they had expended their useful life, and must be replaced.

The combined 2011 and 2012 project was approved for implementation by the Senior Management Team on March 22, 2012.

On April 20, 2012, the Board approved plans & specifications for IMC Central Energy Plant Steam Traps Replacement and authorized the public bidding process. Bids were received on May 24, 2012 and the Board awarded the construction contract to Maddox Industrial Contractors, Inc. on June 15, 2012.

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 was due to an omission by the designer. The designer did not include expansion joints for the condensate line piping in the design. The condensate line is attached to the steam lines and without the expansion joints the condensate line would break.

Notice of the omission was given to the consultant on September 26, 2012. Negotiation of the claim against the consultant is being pursued, final resolution pending. As an omission, the claim amount is $2,868.00, 15% of the change order. Work proceeded on this change order while the consultant claim is being resolved in order to turn the heat on in the terminal for the winter.

**Revised Construction Contract Amount**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Construction Contract Amount</td>
<td>$262,000.00</td>
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<tr>
<td>Previous Change Orders</td>
<td>$5,877.00 (2.24% of Contract)</td>
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<tr>
<td>Current Change Order</td>
<td>$19,118.60 (7.30% of Contract)</td>
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<tr>
<td>New Construction Contract Total</td>
<td>$286,995.60</td>
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**Project Budget**

<table>
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</thead>
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<tr>
<td>Design &amp; Soft Costs</td>
<td>$22,265.00</td>
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<tr>
<td>Construction Contract Amount</td>
<td>$286,995.60</td>
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<tr>
<td>Estimated Total Project Cost</td>
<td>$309,260.60</td>
</tr>
</tbody>
</table>

The revised contract with the Change Order included is within the combined project budget of $378,300 in the approved 2012 Capital Budget.

**Schedule**

The project was substantially completed on December 12, 2012.

**Supplier Diversity Participation**

If the change order is approved by the Board, the XBE participation on this project will be affected in the following way:

<table>
<thead>
<tr>
<th>FIRM</th>
<th>CLASSIFICATION</th>
<th>ORIGINAL AMOUNT</th>
<th>ORIGINAL %</th>
<th>AFTER CO AMOUNT</th>
<th>AFTER CO %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinnacle Equipment Company, Inc.</td>
<td>MBE</td>
<td>$28,102</td>
<td>10.73%</td>
<td>$28,102</td>
<td>9.79%</td>
</tr>
<tr>
<td>Heavy Equipment Rental LLC</td>
<td>WBE</td>
<td>$10,770</td>
<td>4.11%</td>
<td>$10,770</td>
<td>3.75%</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>$38,872</strong></td>
<td><strong>14.84%</strong></td>
<td><strong>$38,872</strong></td>
<td><strong>13.54%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FIRM</th>
<th>CLASSIFICATION</th>
<th>ORIGINAL AMOUNT</th>
<th>ORIGINAL %</th>
<th>AFTER CO AMOUNT</th>
<th>AFTER CO %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>$38,872</strong></td>
<td><strong>14.84%</strong></td>
<td><strong>$38,872</strong></td>
<td><strong>13.54%</strong></td>
</tr>
</tbody>
</table>

BP2013-02-5
Page 2 of 3
Recommendation
The IAA staff has reviewed the Change Order and recommends that the Board consider for approval Change Order No. 2 with Maddox Industrial Contractors, Inc. for IMC CEP Steam Trap Replacement, Project # I-11-021, in an amount not-to-exceed $19,118.60. MBE 9.79% and WBE 3.75%
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: February 15, 2013

Subject: Final and Balancing Change Order #2 with Rieth-Riley Construction Co., Inc. for Rehabilitation of Runway 3-21, Tug Road, and Fire Department Access Road at Eagle Creek Airpark, Project # E-12-028

Background
Eagle Creek Airpark (EYE) has one (1) runway, Runway 3-21. It is constructed of asphalt. It was most recently overlaid in 1996 and was reaching the end of its anticipated service life. To keep it in effective operating condition, it needed rehabilitation. This project rehabilitated Runway 3-21 to provide an additional fifteen (15) years of service with routine maintenance. This project also included rehabilitation of the tug road around the south end of the runway and the fire department access road that connects the north end of the runway to the Pike Township Fire Station located on airport property.

The runway rehabilitation and access roads rehabilitation (tug road and fire department access road) are two (2) separate capital improvement program (CIP) projects. They were combined for the design and construction to benefit from economies of scale. The professional services and original construction contracts have received 90% FAA grant funding and the change order is also anticipated to be 90% FAA grant funded.

This combined project was approved for implementation by the Senior Management Team on March 21, 2011.

On June 15, 2012, the Board approved plans and specifications for CIP/Project # E-12-028 and # E-12-029 – Rehabilitation of Runway 3-21, Tug Road, and Fire Department Access Road at Eagle Creek Airpark and authorized the public bidding process. Bids were received on July 19, 2012 and the Board awarded the construction contract to Rieth-Riley Construction Company, Inc. on August 17, 2012.

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 is additional owner requested scope. The increased cost in this Change Order is the result of increasing the quantities at the bid price to include rehabilitation of the taxiway connectors within the Runway Safety Area (RSA) while the runway was closed for the runway rehabilitation. When there is construction within the RSA, the runway must be closed. By including the taxiways connectors within the RSA in this project, the future taxiway rehabilitation will occur outside the RSA allowing the runway to remain open during taxiway construction minimizing disruption to businesses at the airport. Rehabilitation of Taxiway A is within the five (5) year capital improvement program. The previous change order, which was approved was within the 3% construction reserve, was due to unforeseen conditions of poor subgrade that required 1,800 square feet of full depth reconstruction. The grooving was added to the project as a separate contract approved by the Board on October 19, 2012 to increase the margin of safety especially for business jet operations.

<table>
<thead>
<tr>
<th>Revised Construction Contract Amount</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Construction Contract Amount</td>
<td>$724,458.25</td>
</tr>
<tr>
<td>Previous Change Order</td>
<td>$ 12,275.23 (1.69% of Contract)</td>
</tr>
<tr>
<td>Current Change Order</td>
<td>$109,840.26 (15.16% of Contract)</td>
</tr>
<tr>
<td>New Construction Contract Total</td>
<td>$846,573.75</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Budget</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Design &amp; Soft Costs</td>
<td>$ 175,078.63</td>
</tr>
<tr>
<td>Materials Testing Services</td>
<td>$ 11,002.50</td>
</tr>
<tr>
<td>Grooving Contract</td>
<td>$ 54,000.00</td>
</tr>
<tr>
<td>New Construction Contract Amount</td>
<td>$ 846,573.75</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$1,086,654.88</td>
</tr>
</tbody>
</table>

**This leaves an unutilized budget amount of $976,244.12.

The revised contract with the Change Order included is within the combined project budget of $2,062,899.00 in the approved 2012 Capital Budget.

**Schedule**

No change, this asphalt paving work was completed within the extended weekend runway closure, October 12-16, 2012.

Contract work was completed on Friday, November 30, 2012, although final seeding of disturbed areas will occur Spring 2013.
Supplier Diversity Participation
If the change order is approved by the Board, the XBE participation on this project will change as follows:

Change Order #2

<table>
<thead>
<tr>
<th>FIRM</th>
<th>AMOUNT</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DBE</td>
<td>MBE</td>
</tr>
<tr>
<td>CMG Trucking, Inc.</td>
<td>$612.98</td>
<td>$612.98</td>
</tr>
<tr>
<td>Totals</td>
<td>$612.98</td>
<td>$612.98</td>
</tr>
</tbody>
</table>

*Contractor had previously anticipated this change order and estimated XBE usage into base participation amounts, $612.98 exceeded the goal.

Construction Contract

<table>
<thead>
<tr>
<th>FIRM</th>
<th>CLASSIFICATION</th>
<th>ORIGINAL AMOUNT</th>
<th>ORIGINAL %</th>
<th>AFTER CO AMOUNT</th>
<th>AFTER CO %</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMG Trucking, Inc.</td>
<td>D/MBE</td>
<td>$65,201.25*</td>
<td>9.00%</td>
<td>$105,921.75*</td>
<td>12.5%</td>
</tr>
<tr>
<td>Cj’s Inc.</td>
<td>D/WBE</td>
<td>$54,107.52*</td>
<td>7.47%</td>
<td>$14,000.00*</td>
<td>1.7%</td>
</tr>
<tr>
<td>Earth Images, Inc.</td>
<td>D/WBE</td>
<td>$2,287.50</td>
<td>0.32%</td>
<td>$2,287.50</td>
<td>0.3%</td>
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<tr>
<td>Totals</td>
<td>MBE</td>
<td>$65,201.25</td>
<td>9.00%</td>
<td>$105,921.75</td>
<td>12.5%</td>
</tr>
<tr>
<td></td>
<td>WBE</td>
<td>$56,395.02</td>
<td>7.79%</td>
<td>$16,287.50</td>
<td>1.9%</td>
</tr>
<tr>
<td></td>
<td>DBE</td>
<td>$121,596.27</td>
<td>16.79%</td>
<td>$122,209.25</td>
<td>14.4%</td>
</tr>
</tbody>
</table>

*Work was to be completed in one weekend, XBE (Cj’s) had number of trucks break down; Contractor utilized another XBE (CMG).

Recommendation
The IAA staff has reviewed the Change Order and recommends that the Board consider for approval Change Order No. 2 with Rieth-Riley Construction Co., Inc. for Rehabilitation of Runway 3-21, Tug Road, and Fire Department Access Road at Eagle Creek Airpark, Project # E-12-028, in an amount not-to-exceed $109,840.26. DBE 1% and MBE 1%
Board Memo – Amendment

To:       IAA Board of Directors
From:    Susan J.H. Zellers, P.E., Director of Planning & Project Management
Date:    January 28, 2013
Board Date:  February 15, 2013
Subject: Approval of Amendment #1 to Professional Services Contract with Reynolds Smith and Hills, Inc. (RS&H) for Indianapolis International Airport Master Plan Phase II, (an ALP Update), Project # I-12-002

Background
There are two (2) Federal Aviation Administration (FAA) planning documents that guide the development of Indianapolis International Airport (IND), the Master Plan (MP) and Airport Layout Plan (ALP). The master plan is a comprehensive study of an airport that describes the short-, medium-, and long-term development plans to meet future aviation demand. The ALP is a graphic depiction of the existing facilities and planned development. Development must be shown on an FAA approved ALP to be eligible for federal funding. An ALP is required by the FAA to be updated as development occurs. The current IND ALP has not been updated since the completion of the midfield terminal.

On November 16, 2012 the Board approved a professional services contract with Reynolds Smith and Hills, Inc. (RS&H) for the Indianapolis International Airport Master Plan Phase II. Subsequent to the contract award and prior to initiation of the Phase II Master Plan work, there was an interest in revising the planning process to focus on the short-term only, defined as the next 5-7 years. A suspension of service letter was sent to RS&H to stop the study while the scope was being revised, so no costs have been accrued against the November 16, 2012 contract to date.

Focusing on the short-term only reduces the cost of the planning efforts. With the shorter-term focus, an ALP Update is a more appropriate description of the desired level of planning. With an ALP Update, the planning is focused on the airport’s specific needs with an ALP drawing set and ALP narrative report prepared to provide the necessary documentation for FAA ALP approval.

Per FAA Advisory Circular 150/5070-6B, Airport Master Plans, an ALP Update is appropriate when the fundamental assumptions of the previous master plan have not changed and there have not been any major changes in airport activity or
improvements that have had unanticipated consequences. While the IND 1990 master plan, the most recent master plan, has essentially been built out, the fundamental plan for the airfield is the same.

An ALP Update involves fewer elements than a master plan, including only aviation demand forecasts, an assessment of facility requirements, a facility implementation, financing plan and an ALP drawing set. While this ALP Update for IND will focus on short-term development, prior longer term planning such as terminal, garage, and AOC/EOC expansion and stormwater will be carried forward at least by reference for inclusion within the ALP Update as appropriate for airspace review/space preservation. Completing an ALP Update rather than a full master plan will likely generate the need for another planning update sooner than a full master plan. However, it has the benefit of allowing the opportunity for redevelopment of the east side to be initiated and then incorporated into the future planning effort. To assist in identifying what planning elements that must be part of the IND ALP Update to meet FAA requirements, the modified ALP Update approach has been coordinated with the FAA, Chicago Airports District Office.

Phase I of the master plan was completed September 2012 and the Phase I findings will be used in this ALP Update. Phase I consisted of gathering inventory data, preparing aviation forecasts and conducting some high level facility requirements analysis.

Phase I was approved for implementation by the Senior Management Team on April 25, 2011. Phase II was approved by Senior Management Staff on October 8, 2012. The revised Phase II was affirmed by Senior Management Staff on February 4, 2013.

RS&H was selected for the Master Plan through a Request for Proposal (RFP) process per FAA requirements in 2011. The Board approved the Phase I contract with RS&H on April 20, 2012 and the Phase II contract on November 16, 2012 is recommended to be amended to reduce the scope and fee.

**Scope**
The scope of the revised Phase II of the master plan, an ALP Update, includes: mapping, airport geographic information system (GIS) data for safety critical items required by the FAA, obstruction analysis of the runway approaches, short-term facility requirements and associated alternatives analysis, implementation planning of development costs and potential funding sources, and airport layout plan and Exhibit “A” property map preparation per FAA Great Lakes Region requirements.

**Budget**
This contract is within the overall project budget of $2,500,000. The original RS&H Phase II contract was $1,864,658. The reduced, revised RS&H Phase II contract is $723,035.
Memo Re: Reynolds Smith and Hills, Inc. – Amendment

Project Costs

Phase I
- RS&H Phase I Contract $246,221
- Woolpert, Inc. - Aerial Photography $64,631
- Daniel Orcutt¹ $3,930

Phase II
- RS&H Phase II Contract² $723,035
- Daniel Orcutt¹ $7,500
- IAA staff travel during project³ $5,000

Total Project Costs ** $1,050,317

**This leaves an unutilized budget amount of $1,449,683.

¹ Mr. Orcutt has been engaged on this project to leverage Mr. Orcutt’s historical knowledge of IND and its master planning efforts that have been successfully implemented to date and to benefit from that knowledge to assess future plans.

² The Phase II contract with RS&H includes $10,000 for additional services that will only occur if authorized by the IAA. FAA planning grants cannot be amended, so this line item allows for unforeseen conditions, such as changes in regulations or need for additional study in a specific area to be addressed and be grant funded.

³ The staff travel allowance has been included in the project budget to augment the one scheduled meeting if additional face to face coordination is needed with the consultant. It will be more economical for an IAA staff member to travel to the consultant than for several consultant staff to travel to IND.

This project is within the approved 2013 Capital Budget for $28,000 in 2011, $1,235,000 in 2012 and $1,237,000 in 2013 (budget year dollars) with 25% from Airport cash and 75% from FAA Airport Improvement Program (AIP) grant funds. A 2011 FAA grant has been received for the Phase I MP and a 2012 FAA grant has been received that covers the balance of the reduced scope of the planning study.

This project is being undertaken to meet regulatory requirements and will be 75% FAA grant funded. As a result of the regulatory requirement and grant funding, this project is exempt under the IAA’s hurdle rate policy and has not been subjected to an internal rate of return calculation.

Schedule
The term of this amendment is expected to begin February 15, 2013 upon Board approval and conclude August 31, 2014 to allow time for FAA review and airspace study. The submission of the complete document to FAA is expected to occur in February 2014.
Supplier Diversity Participation
The Director of Supplier Diversity has approved the following for the revised scope and fee.

<table>
<thead>
<tr>
<th>FIRM</th>
<th>AMOUNT</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DBE</td>
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</tr>
<tr>
<td>Shrewsberry &amp; Associates, LLC</td>
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<td>$205,365</td>
</tr>
<tr>
<td>The Schneider Corporation</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Martinez Geospatial, Inc.</td>
<td>$162,025</td>
<td>$0</td>
</tr>
<tr>
<td>Reprographix, Inc.</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Totals</td>
<td>$367,390</td>
<td>$205,365</td>
</tr>
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</table>

*The original contract included diverse supplier participation by TransSolutions, LLC (DBE) and Engaging Solutions, LLC (DBE/WBE). With the elimination of modeling and public outreach meetings in the revised scope, the services of these firms are no longer needed for the Phase II study. While the number of diverse supplier firms participating in the contract is reduced overall, the percentage of participation in the amended contract is increased as there was less reduction in their tasks than the overall scope.

Recommendation
The IAA staff has reviewed the proposal and recommends that the Board consider for approval a professional services contract amendment with Reynolds Smith and Hills, Inc. (RS&H) for Indianapolis International Airport Master Plan Phase II, an ALP Update, in a revised amount not-to-exceed $704,157.00 (hourly fee) and $18,878 (expenses) for a total not-to-exceed amount of $723,035. DBE 52.17% (Shrewsberry & Associates, LLC, Martinez Geospatial, Inc.), MBE 29.16% (Shrewsberry & Associates, LLC), WBE 7.17% (The Schneider Corporation, Reprographix, Inc.), and VBE 29.16% (Shrewsberry & Associates, LLC).
Board Memo – Amendment

To: IAA Board of Directors

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

Date: January 23, 2013

Board Date: February 15, 2013

Subject: Approval of Amendment #2 with Wessler Engineering for Stormwater and Deicing Control and Capacity Phase 1A, Project # I-12-009

Background

The Indianapolis Airport Authority (IAA) conducted a Stormwater and Deicing System Assessment and Preliminary Engineering Study in 2011. This assessment identified options and alternatives for improvements to the existing stormwater and deicing system needed to accommodate current, short-term and longer-term aviation needs and to meet current and future federal water quality requirements.

An initial project was included within the 2012 Capital Improvement Program (CIP) primarily to meet plans for another cargo apron expansion in the short-term and to begin to address short-term needs associated with old terminal reuse, Postal Hub reuse and ensure compliance with existing water quality requirements.

The Stormwater and Deicing Controls and Capacity Phase 1A is being implemented in two (2) stages. The first stage, consisting of improvements to the Lift Station serving Seerley Creek Basins and establishment of a control structure for the Eagle Hub, was approved for bidding on July 20, 2012 and the bid was awarded on September 21, 2012 to Graves Plumbing, Inc. The second stage consisting of redirecting stormwater from near the Old Terminal to Mars Ditch Basins rather than Seerley Creek Basins to free up storage capacity at Seerley Creek Basin was approved for bidding on August 17, 2012 and the bid was awarded on October 19, 2012 to Rieth-Riley Construction Co., Inc.

The initial project was approved for up to 40% design implementation by the Senior Management Team on November 17, 2011. Phase 1A – First Stage was approved for implementation on July 9, 2012, and the Second Stage was approved for implementation on July 23, 2012.

The IAA entered into an initial professional services contract with Wessler Engineering on April 12, 2012 for initial phase design services for the First Stage including alternatives analysis and First Stage design work. Amendment 1 to the initial contract was executed by the Board on August 17, 2012 to include Second Stage design work and preparation of separate bid packages for each of the two stages of the Phase 1A project and also included construction administration services for the two stages.
Amendment 2 consists of additional design work beyond the original scope including design of alternate sewer alignment to minimize impact to tenants and avoid existing underground storage tanks, City of Indianapolis Stormwater and Water Quality Permitting for the Second Stage, coordination of project construction plans with Old Terminal Demolition and Road Rehabilitation project and design calculations for conveyance of stormwater from planned cargo apron expansion to take advantage of the Second Stage.

**Scope**
Amendment 2 includes additional design work and additional permitting work that was required beyond the original scope for Second Stage design. The additional work includes:
- Design of alternate sewer alignment to avoid existing underground fuel storage tanks and to minimize impact to tenants;
- Additional private utility locates inside the AOA for alternate alignment;
- Accommodate incorporation of the High School Road resurfacing project previously included in a separate project in order to avoid excavating a newly paved street and then re-paving as part of the stormwater project;
- Safety and phasing revisions to avoid conflict with the old terminal demolition project; and
- Technical and administrative work associated with City of Indianapolis stormwater permitting involving stormwater modeling and treatment requirements identified by the City.

The scope also includes design calculations for stormwater conveyance from the future cargo apron expansion to take advantage of the Second Stage project.

**Budget**
The original contract, Amendment 1 and this amendment, totaling $316,785, are within the overall budget for Stormwater and Deicing Controls and Capacity Phase 1A professional services of $724,470.

**Project Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design (including this Amd 2 $86,246)</td>
<td>$316,785</td>
</tr>
<tr>
<td>Materials Testing &amp; Construction Inspection</td>
<td>$111,457</td>
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<tr>
<td>Initial Study (CDM)</td>
<td>$237,500</td>
</tr>
<tr>
<td>First Stage Construction Contract (including 3% reserve)</td>
<td>$1,050,620</td>
</tr>
<tr>
<td>First Stage Unforeseen Conditions (12% of 1st Stage bid)</td>
<td>$122,402</td>
</tr>
<tr>
<td>Second Stage Unforeseen Conditions (12% of 2nd Stage bid)</td>
<td>$170,760</td>
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<tr>
<td>Second Stage Construction Contract (including 3% reserve)</td>
<td>$1,465,690</td>
</tr>
<tr>
<td>Total Project Costs (includes 1st &amp; 2nd Stage)</td>
<td>$3,475,214</td>
</tr>
</tbody>
</table>

**This leaves a remaining budget amount of $5,287,286 to be used for future stages.**

Funding for this project was originally anticipated to be 100% Airport cash funding; however, Airport Improvement Program grant funding was received to cover 75% of the project cost.
This project is required to continue to meet City of Indianapolis and federal water quality permit requirements as the Authority expands development and activity at IND. The project is 75% grant funded. Because this project supports future, as yet unspecified, development, no hurdle rate calculation was conducted. The cash funded portion of the project will be utilized as a cost in determining the IRR of projects that are supported by this improvement as those projects are developed.

**Schedule**

Construction of First Stage and Second Stage for the project is scheduled to be complete by November 2013. This amendment extends the Wessler Engineering contract to October 31, 2014 to include a 10-month warranty inspection.

**Supplier Diversity Participation**

The Director of Supplier Diversity has approved the following for Amendment 2:

<table>
<thead>
<tr>
<th>FIRM</th>
<th>AMOUNT</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
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<td>DBE</td>
<td>MBE</td>
</tr>
<tr>
<td>Dmytryka Jacobs Engineers</td>
<td>$ 0</td>
<td>$11,366</td>
</tr>
<tr>
<td>Elements Engineering</td>
<td>$9,000</td>
<td>$ 0</td>
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<tr>
<td>Infrastructure Engineering, Inc.</td>
<td>$5,028</td>
<td>$ 0</td>
</tr>
<tr>
<td>Reprographix, Inc.</td>
<td>$ 0</td>
<td>$ 0</td>
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<tr>
<td><strong>Totals</strong></td>
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<td>$16,394</td>
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**Contract Summary to Date**

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<table>
<thead>
<tr>
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<th>Service &amp; Term</th>
<th>Amount</th>
<th>DBE</th>
<th>MBE</th>
<th>WBE</th>
</tr>
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<tbody>
<tr>
<td>Original Contract April 12, 2012</td>
<td>Professional Services Term: 4/12/12 – 3/31/14</td>
<td>$ 73,737</td>
<td>0</td>
<td>18.16</td>
<td>5.46</td>
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<tr>
<td>Amendment 1 August 17, 2012</td>
<td>Additional Design and Construction Administration Services Term: 4/12/12 – 3/31/14</td>
<td>$156,802</td>
<td>7.91</td>
<td>17.46</td>
<td>9.18</td>
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<tr>
<td>Amendment 2 February 15, 2013</td>
<td>Additional Design and Construction Administration Services Term: 4/12/12 – 10/31/14</td>
<td>$86,246</td>
<td>16.45</td>
<td>19.23</td>
<td>12.90</td>
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<tr>
<td>Revised Contract NTE</td>
<td></td>
<td>$316,785</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Revised Total Minority Participation</td>
<td></td>
<td>8.38</td>
<td>18.10</td>
<td>9.33</td>
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```
Recommendation
The IAA staff has reviewed the proposal and recommends that the Board consider for approval Amendment #2 to the professional services contract with Wessler Engineering for Stormwater and Deicing Controls & Capacity Phase 1A in amount not-to-exceed $85,246.00 (fees) and $1,000.00 (expenses) for a total amount not-to-exceed $86,246.00. DBE 16.45% (Elements Engineering, Infrastructure Engineering, Inc.), MBE 19.23% (Dmytryka Jacobs Engineers, Infrastructure Engineering, Inc.), and WBE 12.90% (Elements Engineering, Reprographix, Inc.)
Board Memo - Property Acquisition

To: IAA Board of Directors
From: Joseph Heerens, General Counsel
Date: January 24, 2013
Board Date: February 15, 2013
Subject: Property Acquisition – Larry D. Ray and Donna G. Ray

**Background**
The Indianapolis Airport Authority ("IAA") has had an active land acquisition program since 1973. Between 1973 and 1987, the land program acquired the majority of the land which comprises the current Airport layout and footprint. In 1987, the IAA began its land acquisition program in support of its Part 150 Noise Compatibility Plan (NCP). Phase I of this program ran from 1987-1992, Phase II ran from 1992-1997, and Phase III was initiated in 1998 and also includes holdout property owners that are remaining from Phases I and II. In 1997, an additional program was added to acquire single family residences located within the IAA’s Indiana Bat and Wetland Mitigation Area, and in 1999, land acquisition began for the future third parallel runway.

**Scope**
The residential property being acquired from Larry D. Ray and Donna G. Ray, as shown on the attached schedule, is included in the IAA’s land acquisition Noise Phase II Program. The Purchase Agreement under consideration is based on an appraised value of One Hundred Twenty Six Thousand ($126,000.00)

**Schedule**
February 15, 2013: Approve the Purchase Agreement with Larry D. Ray and Donna G. Ray. The closing will occur as soon as practicable thereafter.

**Funding**
This acquisition is currently funded from the 2013 Capital Improvement Fund. The property will be eligible for federal grant reimbursement as an element of the IAA’s Noise Compatibility Plan.

**Recommendation**
The IAA Staff recommends the purchase of Larry D. Ray and Donna G. Ray’s property as shown on the attached schedule.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Parcel Nos.</th>
<th>Project</th>
<th>Appraised Value</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larry and Donna Ray</td>
<td>8989 Oakmont, Plainfield, IN 46168</td>
<td>06-3-13-41E 435010</td>
<td>Part 150</td>
<td>Yes</td>
<td>$126,000.00</td>
</tr>
</tbody>
</table>

Grand Total

$126,000.00

Year to date total spent/closed on all land projects (including this purchase) is $0.00 against a budget of $1,414,000.00