



Agenda  
Indianapolis Airport Authority  
August 16, 2013  
8:30 AM

- I. **Call to Order**
- II. **Approval of Minutes of the Pre-Board and Regular Meeting of July 19, 2013**
- III. **Ordinances, Resolutions and Public Hearings**
  - a) Final Public Hearing on **General Ordinance No. 2-2013** concerning the 2014 Indianapolis Airport Authority Budget.
  - b) Introduction of **General Ordinance No. 3-2013** concerning changes to the rates and charges for 2013 as well as the establishment of rates and charges for 2014.
- IV. **Board Reports**
  - a) President's Report
- V. **Official Actions**
  - a) Consider for approval the individual items listed on the IAA General Agenda dated August 16, 2013.
- VI. **Staff Reports**
  - a) Executive Director Report – ***Bob Duncan***
- VII. **Other Reports/Update**
- VIII. **Board Communications**
  - a) *Next Meeting: Friday, September 20, 2013 @ 8:30 a.m.*
- IX. **Adjourn**

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

The Regular Meeting of the Indianapolis Airport Authority Board was called to order at 8:35 a.m., July 19, 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 Wojtowicz, Member  
Karen Caswelch, Member  
David C. Lewis, Member  
Philip C. Borst, Member  
Steve C. Dillinger, Member  
Jack T. Morton, Member  
Lynn T. Gordon, Advisory Member

Rex M. Joseph, Board Counsel

**IAA executive staff attending:**

Robert A. 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  
Shannetta Griffin, Sr. Director of Planning & Development  
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 June 21, 2013.

**ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS**

President Wells opened the initial public hearing and described General Ordinance No. 2-2013, concerning the 2014 Indianapolis Airport Authority Budget. There were no public comments or testimony. In addition, Ms. Stone provided a brief overview of the 2014 Indianapolis Airport Authority Budget.

**BOARD REPORTS**

### **President's Report**

President Wells commended the IAA's Finance Staff for all their efforts and responsible budgeting activities. He also commended the IAA Management for its achievements in implementing the new parking program at the Airport.

### **OFFICIAL ACTIONS**

INTRODUCTION AND APPROVAL OF THE INDIANAPOLIS AIRPORT AUTHORITY'S GENERAL AGENDA, DATED July 19, 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:

**BP2013-07-1.** Upon a motion by Ms. Wojtowicz, seconded by Mr. Lewis and unanimously passed, approval was given to BP2013-07-1.

**BP2013-07-2.** Upon a motion by Mr. Morton, seconded by Mr. Borst and unanimously passed, approval was given to BP2013-07-2.

**BP2013-07-3.** Upon a motion by Mr. Lewis, seconded by Ms. Caswelch and unanimously passed, approval was given to BP2013-07-3.

**BP2013-07-4.** Upon a motion by Mr. Flynn, seconded by Ms. Wojtowicz and unanimously passed, approval was given to BP2013-07-4.

**BP2013-07-5.** Upon a motion by Mr. Flynn, seconded by Mr. Bennett and unanimously passed, approval was given to BP2013-07-5.

**BP2013-07-6.** Upon a motion by Ms. Caswelch, seconded by Mr. Lewis and unanimously passed, approval was given to BP2013-07-6.

**BP2013-07-7.** Upon a motion by Mr. Bennett, seconded by Mr. Borst and unanimously passed, approval was given to BP2013-07-7.

**BP2013-07-8.** Upon a motion by Mr. Lewis, seconded by Ms. Caswelch and unanimously passed, approval was given to BP2013-07-8.

**BP2013-07-9.** Upon a motion by Mr. Bennett, seconded by Mr. Morton and unanimously passed, approval was given to BP2013-07-9.

**BP2013-07-10.** Upon a motion by Ms. Wojtowicz, seconded by Mr. Bennett and unanimously passed, approval was given to BP2013-07-10.

### **STAFF REPORTS**

#### **Executive Director Report**

The following reports were given:

- Mr. Duncan commended Ms. Wojtowicz on her recent receipt of the Touchstone Award by the organization Girls Inc.

- Mr. Wilson (Director of Supplier Diversity) provided a brief report and highlights from the ACE Academy recently held at the Indianapolis International Airport.
- Mr. Salenda (Foreign Trade Zone Operations Manager) provided a brief report and shared the Foreign Trade Zone's recent accomplishment wherein it passed the 2013 Customs and Border Patrol Inspection with no discrepancies, which is the 27<sup>th</sup> year the Foreign Trade Zone has received that distinction.

**Finance Report**

Ms. Stone provided a brief Financial Report.

**Supplier Diversity Report**

Mr. Wilson (Director of Supplier Diversity) provided a brief quarterly report on Supplier Diversity activities.

**ADJOURNMENT**

President Wells announced that the next IAA Board meeting is scheduled for August 16, 2013.

There being no further business, the meeting was adjourned at 9:24 a.m.

INDIANAPOLIS AIRPORT AUTHORITY\*

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

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

Date: \_\_\_\_\_

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



## **BOARD MEMO – 2014 BUDGET ORDINANCE 2-2013**

To: IAA Board of Directors  
From: Marsha Stone, Sr. Director of Finance  
Date: July 31, 2013  
Board Date: August 16, 2013  
Subject: 2014 Budget Ordinance 2-2013

Attached is the 2014 Budget Ordinance 2-2013 as approved and recommended by the Finance and Audit Committee. This Budget Ordinance when adopted establishes the maximum appropriation (expenditure) levels for 2014.

The budget process requires an Introduction (completed June 21, 2013), an Initial Hearing and presentation (completed July 19, 2013), and the Final Hearing and adoption of the Budget before August 31, 2013. The Board will be asked to adopt or reject the 2014 Budget Ordinance during the August 16, 2013 meeting.

The Indianapolis City-County Council (Council) requires the Board to accept the 2014 Budget Ordinance by August 31, 2013. The Council Municipal Corporations Committee will hold a hearing on September 12, 2013 to review the 2014 Budget and the Council will approve the budget on October 14, 2013.

BUDGET SUBMISSION LETTER AND CERTIFICATE

TO THE AUDITOR OF MARION COUNTY, INDIANA:

The undersigned herewith submits two copies of the Budget adopted by the Board of the Indianapolis Airport Authority for the year ending December 31, 2014, for filing and presentation to the County Tax Adjustment Board.

I certify that said copies are true and exact copies of the Budget approved by the Board on August 16, 2013, fixing the appropriations and tax levies for said year.

Dated this 16th day of August, 2013

---

Michael Wells  
President of the Board  
Indianapolis Airport Authority

Attest:

---

Jeremiah Wise  
Treasurer  
Indianapolis Airport Authority

STATE OF INDIANA, MARION COUNTY  
INDIANAPOLIS AIRPORT AUTHORITY

I, Jeremiah Wise, Treasurer of the Indianapolis Airport Authority, do hereby certify the above and foregoing is a full, true and complete copy of General Ordinance 2-2013, that said Ordinance was passed by the Board of the Indianapolis Airport Authority on the 16th day of August, 2013, and now remains on file and record in the Airport offices.

WITNESS my hand and the Official Seal of  
the Indianapolis Airport Authority this 16th  
day of August, 2013

---

Jeremiah Wise  
Treasurer  
Indianapolis Airport Authority

INDIANAPOLIS AIRPORT AUTHORITY

ORDINANCE NO. 2-2013

An Ordinance appropriating monies for the purpose of defraying the expenses of the Indianapolis Airport Authority, Marion County, Indiana, for the calendar year of 2014, including all outstanding claims and obligations, and fixing a time when the same shall take effect.

Section I - Be it ordained by the Board of the Indianapolis Airport Authority, Marion County, Indiana, that for the calendar year of 2014, the following sums of money are hereby appropriated and ordered set apart out of the funds herein named and for the purpose herein specified, subject to the laws governing the same, and subject also to the conditions provided in this Ordinance. Such sums appropriated shall be held to be made during the year, unless otherwise expressly stipulated and provided by law.

Section II - That for said calendar year there is hereby appropriated out of the Airport System Fund of said Indianapolis Airport Authority the following:

Personal Services	\$ 29,028,000
Supplies & Materials	5,512,000
Other Services and Charges	162,403,000
Capital Outlay	<u>376,000</u>
Total Airport System Fund	\$197,319,000

That for said calendar year, there is hereby appropriated out of the Capital Improvement Fund of said Indianapolis Airport Authority the following:

Total Capital Improvement Fund	\$ 53,000,000
--------------------------------	---------------

That for said calendar year, disbursements from the appropriations of the Indianapolis Airport Authority may be transferred by the Board of the Indianapolis Airport Authority from one major budget classification to another, at any regular meeting without prior notice and without approval from the State Board of Tax Commissioners, provided such transfer does not necessitate expenditure of more money than was set out in detail in the published budget.

Section III - Said moneys appropriated shall be derived from the following sources:

Airport System Funds on Hand	\$ 134,753,215
Capital Improvement Funds on Hand	44,158,696
Airport Revenues	177,607,097
Federal and State Grants	14,003,893
Transfers	5,288,160
Interest/Federal Payments/Other	7,594,364
Financing	<u>0</u>
	\$ 383,405,425

This Ordinance shall be in full force and effect after its passage. Enacted by the Board, August 16, 2013.

**INDIANAPOLIS AIRPORT AUTHORITY\***

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

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

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



## BOARD MEMO: 2013-2014 RATES AND CHARGES ORDINANCE

To: IAA Board of Directors  
From: Joseph R. Heerens, IAA General Counsel  
Date: August 6, 2013  
Board Date: August 16, 2013  
Subject: Introduction of General Ordinance No. 3-2013

### Scope

The Authority annually adopts an ordinance in order to implement a schedule of rates and charges for use of Airport facilities and services. This proposed General Ordinance No. 3-2013 (the "Proposed Ordinance") sets forth rates, both current and those proposed to be changed, that will amend the existing General Ordinance No. 1-2013 and be effective as of either October 1, 2013 or January 1, 2014, as applicable. Accordingly, this Proposed Ordinance not only amends certain rates and charges for the remainder of 2013, but also establishes the rates and charges for the use of Airport facilities and services for 2014 (the "Proposed Changes").

Pursuant to statutory requirements, this Proposed Ordinance must first be *introduced* at a public meeting of the Authority's Board. The next step in the statutory process will be for the Proposed Ordinance to receive a public hearing where the general public may testify and offer their comments on the Proposed Ordinance. That public hearing is scheduled to occur on September 20, 2013.

The following represents a summary of the Proposed Changes. Also, for ease of reference, a marked-up color copy of the Proposed Ordinance which shows and highlights the Proposed Changes is attached to this Board Memo.

1. Recitals:

- a. Introductory paragraphs have been modified in order to reflect the procedural history of the various ordinances applicable to 2013 and that Authority's Automatic Vehicle Identification Transponder System will be operable by October 1, 2013.

2. Section II:

- a. Fuel flowage fee of \$0.07 per gallon for General Aviation Aircraft and Military Aircraft at the Authority's reliever airports will increase to \$0.08 per gallon from and after January 1, 2014.

3. Section III:

- a. Fuel flowage fee of \$0.07 per gallon for General Aviation Aircraft, Military Aircraft, and aircraft operated by carriers pursuant to FAA Part 91, Part 119, or Part 135, at the Indianapolis International Airport, will increase to \$0.08 per gallon from and after January 1, 2014.
- b. Fee for baggage space paid by non-signatory airlines with less than 2% of the total enplaned passengers will increase from \$6.83 per enplaned passenger to \$7.02 from and after January 1, 2014.
- c. Fee for parking aircraft on International Arrivals Ramps will increase from \$250 per 24-hour period to \$300 from and after January 1, 2014.
- d. Fee for parking aircraft on remote apron areas will increase from \$250 per 24-hour period to \$300 from and after January 1, 2014.
- e. Fee for parking aircraft on apron areas at Terminal will increase by \$50 (based on certain hourly time periods) from and after January 1, 2014.

4. Section IV:

- a. Semi-annual taxicab fixed fee established at \$500 from and after October 1, 2013.
- b. Per trip fee of \$1 established for taxicabs from and after October 1, 2013.
- c. Deletion of annual registration fee for vehicles of hotels and motels not engaging off-Airport car parking of vehicles of Non-Guests from and after January 1, 2014. Establishment of per trip fee of \$1 from and after October 1, 2013. Definition of term "Non-Guests" added.
- d. Deletion of 10% gross revenue fee for persons or entities engaging in off-Airport car parking (including hotels and motels with Non-Guests), and establishment of per trip fee of \$8.50, from and after October 1, 2013.
- e. Deletion of 10% gross revenue fee for persons or entities engaging in off-Airport auto rental, and establishment of per trip fee of \$8.50, from and after October 1, 2013.
- f. Deletion of section for entities engaging in multiple activities from and after October 1, 2013.
- g. Limitation of the Authority's audit rights to period prior to October 1, 2013.
- h. Establishment, from and after October 1, 2013, of per trip fees of \$2.50 for Limo-Sedan (including SUV), \$5 for Van, \$8.50 for Mini-Bus, and \$15 for Charter Bus. Definitions of "Van" and "Mini-Bus" added.
- i. Deletion of annual registration fee for all Ground Transportation Providers from and after January 1, 2014.

- j. Establishment of a \$50 fee for purchase of each Transponder used for the Automatic Vehicle Identification System and requirement that all vehicles be equipped with Transponders and there shall be no alterations, modifications or damages thereto.
- k. New section added giving Executive Director the right to establish and enforce rules and regulations pertaining to the amount of time that vehicles may park or "dwell" along the main road through the Ground Transportation Center for pick-up or drop-off purposes.

5. Section XIV:

- a. Effective Date of the Proposed Ordinance established as October 1, 2013.

**Schedule**

August 16, 2013

Introduction of General Ordinance No. 3-2013

September 20, 2013

Public Hearing/Consideration for Adoption of said Ordinance

**Revenue and/or Operating Cost Implications**

The "Rates and Charges Ordinance" is the principal document to impose fees and charges for the use of Airport facilities and services, in support of the Authority's Operating and Capital Budgets for 2013 and 2014.

**Supplier Diversity Participation**

Not applicable.

**GENERAL ORDINANCE NO. ~~1-2013~~ 3-2013**

Revising and Modifying

~~Amended & Restated~~ General Ordinance No. ~~5-2012~~ 1-2013

**WHEREAS**, the Indianapolis Airport Authority Board (the "Authority"), pursuant to Indiana Code § 8-22-3-11, is authorized to adopt a schedule of rates and charges, and to collect same from all users of Authority's airport facilities and services;

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

**WHEREAS**, ~~the Original Ordinance which~~ was ~~later subsequently~~ revised and modified by the Authority's adoption of "Amended & Restated General Ordinance No. 5-2012" ~~by the Board at its meeting~~ on February 15, 2013 (the "Amended ~~2013~~ Ordinance");

**WHEREAS**, ~~the Amended Ordinance was further revised and modified by~~ the Authority's adoption of "General Ordinance No. 1-2013 Revising and Modifying Amended & Restated General Ordinance No. 5-2012" on June 21, 2013 (the "Second Amended Ordinance");

**WHEREAS**, the Authority ~~has~~ considered a number of factors in determining reasonable ~~landing fees and space rental~~ rates and charges relative

to landing fees, space rentals, and other uses of the Airport's facilities and services, including, but not limited to, the following: the projected revenues, expenses, and need for capital projects and comparisons with the rates of other airports;

WHEREAS, the Authority's electronic system used to identify, monitor, track and collect data on vehicle movements at certain locations on the Airport (including the number of trips to or from the Airport by ground transportation providers referenced in Section IV) will be operational as of the Effective Date so that the Authority may now charge and collect the trip fees described in Section IV (the "Automatic Vehicle Identification Transponder System" or "AVI System");

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 further amend, and modify, ~~revise and restate~~ the rates and charges for 2013 as specified in the Second Amended—2013 Ordinance, as well as establish and adopt a schedule of reasonable rates and charges for 2014, as provided in this General Ordinance and as more particularly described 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 No. ~~1-2013~~ 3-2013.

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. From and after January 1, 2014, the fuel flowage fee shall increase to \$0.08 per gallon.

B. Military Aircraft shall pay a fuel flowage fee of \$0.07 per gallon of fuel delivered into the fuel tanks of such aircraft. From and after January 1, 2014, the fuel flowage fee shall increase to \$0.08 per gallon.

C. Charges for removal of disabled aircraft by Authority:

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

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

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

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

1. General Aviation Aircraft not operating on a regular schedule shall pay a fuel flowage fee of \$0.07 per gallon of fuel delivered into the fuel tanks of such aircraft. From and after January 1, 2014, the fuel flowage fee shall increase to \$0.08 per gallon.
2. Military Aircraft shall pay a fuel flowage fee of \$0.07 per gallon of fuel delivered into the fuel tanks of such aircraft. From and after January 1, 2014, the fuel flowage fee shall increase to \$0.08 per gallon.
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. From and after January 1, 2014, the fuel flowage fee shall increase to \$0.08 per gallon. In the event that the total Certificated Gross Landing Weight for each aircraft operated by such carrier shall average 250,000 or more pounds per month, such carrier may petition Authority to pay the rates and charges established by Section III(A)(3) in lieu of the charges established by this subparagraph.

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

1. Annual Space Rental

An annual space rental charge per square foot of area is hereby levied upon all Signatory Scheduled Air Carriers, Signatory Commuter Air Carriers, Non-Signatory Scheduled

Air Carriers, and Non-Signatory Commuter Air Carriers, for occupancy of space in and near the Airport Terminal Building, as follows:

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

One-twelfth (1/12) of an annual rental charge shall be due and payable monthly on the first (1<sup>st</sup>) day of each calendar month, in advance. The Authority or its Executive Director may assign such space to the airlines, from time to time and in the exercise of reasonable judgment, and in accordance with their needs.

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

(a) Twenty percent (20%) of total bag space square footage (including baggage claim, baggage make-up, and inbound baggage set-off) shall be allocated equally among the following: Signatory Airlines using the baggage system and non-signatory airlines with two percent (2%) or more of total enplaned passengers. Such charges shall be determined based on the number of airlines meeting the

above criteria each December 1 for the following calendar year. Should the number of airlines meeting these criteria increase or decrease after December 1, an adjustment will be made accordingly for the remainder of the year.

(b) Eighty percent (80%) of total bag space square footage (including baggage claim, baggage make-up, and inbound baggage set-off) shall be allocated to each airline (both signatory and non-signatory) using the baggage system. All signatory airlines and non-signatory airlines with two percent (2%) or more of total enplaned passengers shall pay based on their percentage share of total enplaned passengers forecasted at Airport for calendar year for which rates will be set. Non-signatory airlines with less than 2% of total enplaned passengers shall pay a fee per enplaned passenger of \$6.83. From and after January 1, 2014, the fee per enplaned passenger shall increase to \$7.02.

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 (15<sup>th</sup>) day of each month, an accurate verified report of landed weight, as prescribed by the Executive Director, and concurrently with transmittal of said report, tender payment in the amount of landing fees for that Air Carrier's operations at the Airport during the preceding month. Landing fee charges shall be due on the first (1<sup>st</sup>) of the month and payable no later than the fifteenth (15<sup>th</sup>) day of each month for the preceding calendar month of operations. The report submitted by Air Carriers shall include, but shall not be limited to: (1) Air Carrier's total number of landings by type and model of aircraft and Certificated Gross Landing Weight of each type and model of aircraft; (2) the total number of Enplaning Passengers and Deplaning Passengers; and (3) the amount in pounds of freight, mail, and other cargo carried or transported by the Air Carrier for such month. Such reports shall be subject to review and audit by the Authority, and Air Carrier's records with respect to such reports shall be retained for five (5) years after the creation thereof. Notwithstanding the foregoing, if a flight operated by an Air Carrier returns to the

Airport within thirty (30) minutes after departure due to a medical emergency or mechanical problem, said Air Carrier will not be obligated to pay landing fees for its return to the Airport. Aircraft operators will not be obligated to pay landing fees for any Test Flight occurring at the Airport.

4. Passenger Records

Each Air Carrier shall maintain a daily record of the number of passengers departing by its aircraft from the Airport. Within thirty (30) days following the close of each calendar month, each Air Carrier shall submit to the Authority a report of passenger embarkation for the prior month. Such reports shall be subject to the Authority's review and audit, and Air Carrier's records with respect to such reports shall be retained for at least five (5) years after the creation thereof.

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

- (a) International Processing Fee: All Air Carriers shall pay a minimum service facility fee not to exceed \$200.00 per flight (as approved by the Executive Director), or not to exceed \$2.00 per person processed (as approved by the Executive Director), whichever is greater, for use of the inspection area and reboarding lounge in the International Arrivals Building.

- (b) Inspection Area: When used separately to accommodate special events or functions, the user shall pay a fee not to exceed \$200.00 (as approved by the Executive Director).
- (c) Reboarding Lounge: When used separately to accommodate deplaning or enplaning passengers or for special purpose or function, the user shall pay a fee not to exceed \$300.00 (as approved by the Executive Director).
- (d) International Arrivals Ramp: A parking fee of \$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. From and after January 1, 2014, the parking fee shall increase to \$300.00. 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. From and after January 1, 2014, the parking fee shall increase to \$300.00

(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). From and after January 1, 2014, the fee shall increase to \$300.00.

8. Gate Use Fee

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

	<u>Up to 3 hours</u>	<u>More than 3 hours but less than 9 hours</u>
(a) <u>Terminal Facilities</u>		
<u>NON-SIGNATORY AIR CARRIER</u>		
Hold Room & Loading Bridge	\$200.00	\$300.00
Aircraft Apron	\$250.00*	\$350.00**
Operations Space	\$130.00	\$260.00
Ticket Counter and Public		

Address System	\$130.00	\$260.00
----------------	----------	----------

\*From and after January 1, 2014, this fee shall increase to \$300.00.

\*\*From and after January 1, 2014, this fee shall increase to \$400.00.

	<u>More than 9 hours but less than 18 hours</u>	<u>18 hours to 24 hours</u>
Hold Room & Loading Bridge	\$1,200.00	\$2,800.00
Aircraft Apron	\$ 350.00*	\$ 350.00**
Operations Space	\$ 260.00	\$ 520.00
Ticket Counter and Public Address System	\$ 260.00	\$ 520.00

\*From and after January 1, 2014, this fee shall increase to \$400.00.

\*\*From and after January 1, 2014, this fee shall increase to \$400.00.

(b) <u>Terminal Facilities</u>	<u>Up to 3 hours</u>	<u>More than 3 but less than 9 hours</u>
--------------------------------	----------------------	--

SIGNATORY AIR CARRIER

Hold Room & Loading Bridge	\$ 150.00	\$250.00
Aircraft Apron	\$ 50.00*	\$250.00**
Operations Space	\$ 65.00	\$130.00
Ticket Counter and Public Address System	\$ 65.00	\$130.00

\*From and after January 1, 2014, this fee shall increase to \$100.00.

\*\*From and after January 1, 2014, this fee shall increase to \$300.00.

	<u>More than 9 hours but less than 18 hours</u>	<u>18 hours to 24 hours</u>
Hold Room & Loading Bridge	\$ 600.00	\$1,400.00
Aircraft Apron	\$ 250.00*	\$ 250.00**
Operations Space	\$ 190.00	\$ 380.00
Ticket Counter and Public Address System	\$ 190.00	\$ 380.00

\*From and after January 1, 2014, this fee shall increase to \$300.00.

\*\*From and after January 1, 2014, this fee shall increase to \$300.00.

9. Charges for Removal of Disabled Aircraft by Authority

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

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

A. Taxicabs/Operating Agreement and ~~Concession~~ Fees

1. Taxicab owners or operators must have an operating agreement with the Authority and pay a fee not to exceed \$1,000.00 (as approved by the Executive Director), in advance, for each six (6) month period that their operating agreement is in force. Notwithstanding the foregoing, the approved fee, as of the Effective Date, shall be \$500.00 for each six (6) month period.
2. Taxicab owners or operators shall pay a fee not to exceed \$2.50 (as approved by the Executive Director), per loading operation of passengers at the Airport. Notwithstanding the foregoing, the approved fee, as of the Effective Date, shall be \$1.00 per trip. Taxicab owners or operators may assess a maximum pickup charge to Airport passengers of \$0.50 per loading operation at the Airport.
3. The minimum taxi fare for trips originating at the Airport shall be \$15.00.

B. Ground Transportation Agreement Fees

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

providing the service (or any contractor and/or subcontractor thereof), shall sign the Authority's Ground Transportation Agreement and pay the following fees and charges (and, at the discretion of the Executive Director, said fees and charges may be prorated to a convenient calendar date):

(a) Hotel and Motel Vehicles

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

(ii) A ~~trip~~ fee not to exceed \$2.50 (as approved by the Executive Director) ~~per vehicle used for transportation of customers to or from~~ for each trip to or from the Airport. Notwithstanding the foregoing, the approved fee, commencing as of the Effective Date, shall be \$1.00 per trip to or from the Airport.

(iii) Section IV(B)(1)(a) applies to hotels and motels which do not engage in, permit or allow, for fee or other remuneration, off-Airport car parking of vehicles owned or operated by Non-Guests. The term "Non-Guests" means a person who requires transport to the

Airport but who does not pay for a room and spend at least one (1) night sleeping at the hotel or motel where the person's car is parked immediately before being transported to the Airport in a hotel or motel vehicle.

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

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

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

for its customers arriving, departing or using Airport (the "Parking Gross Revenue Fee"). Notwithstanding the foregoing, there will be no Parking Gross Revenue Fee for the period from and after the Effective Date.

(ii) From and after the Effective Date, there shall be a fee not to exceed \$10.00 (as approved by the Executive Director) for each trip to or from the Airport. Notwithstanding the foregoing, the

approved fee, commencing as of the Effective Date, shall be \$8.50 per trip to or from the Airport.

(iii) Section IV(B)(1)(b) applies to persons and entities engaging in, permitting or allowing off-Airport car parking of vehicles (including, but not limited to, hotels and motels with Non-Guests), wherein the vehicle owners or operators are then transported to the Airport.

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

(i) 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 (the "Rental Gross Revenue Fee"). Notwithstanding the foregoing, there shall be no Rental Gross Revenue Fee for the period from and after the Effective Date.

(ii) From and after the Effective Date, there shall be a fee not to exceed \$10.00 (as approved by the Executive Director) for each trip to or from the Airport. Notwithstanding the foregoing, the approved fee, commencing as of the Effective Date, shall be \$8.50 per trip to or from the Airport.

(d) Entities Engaged in Multiple Activities

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

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

2. Audit. Any person or entity, 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 for the period prior to the Effective Date, which books of account and other records shall be retained by such person or entity for a period of not less than five (5) years.
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/her designee.

C. Scheduled Bus Service

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

D. Other Ground Transportation Providers

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

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

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

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

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

2. Limousine owners and operators must have an operating agreement with the Authority and pay an annual fee (as approved

by the Executive Director) not to exceed \$1,000.00.

Notwithstanding the foregoing, any and all Ground Transportation Providers described in Section IV(D)(1), from and after the Effective Date, must have signed the Authority's operating agreement, but, there shall be no annual fee for the period from and after January 1, 2014.

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 System

From and after the Effective Date, any Any operator or owner operating ~~commercial~~ a motor vehicle(s) at the Airport and subject to any of the fees of this Section IV, shall, ~~prior to operating at the Airport at all times,~~ equip such motor vehicle(s) with, and properly maintain therein, an Automatic Vehicle Identification Transponder (the "Transponder") provided by the Authority and pay a fee not to

~~exceed \$50.00 deposit therefor (as approved by the Executive Director), which deposit shall be refunded upon the return of such Transponder in good condition for the purchase of each Transponder. Any such operator or owner of commercial a motor vehicle(s) who fails to timely equip its motor vehicle(s) with the required Transponder(s) required to be equipped with a Transponder shall be subject to a penalty of \$1,000.00 per day for each violation for failure, per vehicle, until such violation is corrected. to install on and operate a commercial motor vehicle with the Transponder provided by the Authority. No owner or operator of such a motor vehicle(s) shall, at any time, tamper with, or intentionally alter, modify, change or damage, the Transponder(s) in any way.~~

H. Conference and Meeting Rooms

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

I. General Concession & Service Fees

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

J. Public and Employee Parking

1. The Executive Director shall have the authority to set fees for the use of the Airport's parking garage and parking lots, in a daily amount not to exceed \$22.00; however, for the designated hourly area on the third floor of the parking garage, the daily amount will not exceed \$48.00.
2. The Executive Director shall have the discretion to develop and implement discounts, incentives, and other special programs for the Airport's parking garage or lots that may have the effect of reducing the daily rates set forth under Section IV(J)(1).
3. The Executive Director shall have the authority to set fines for violations of the Authority's parking policies, in an amount not to exceed \$250.00 per violation.

K. Customer Facility Charge

1. Each RAC shall pay a fee for each Customer Rental Transaction, and the Executive Director shall have the authority to set the fee in an amount not to exceed \$4.00 per rental car Contract Day, for a maximum of fourteen (14) Contract Days.
2. The Customer Facility Charge shall be shown as a separately itemized charge on each customer contract for such RAC and described as "Customer Facility Charge" or "CFC", with a footnote approved by the Authority explaining the abbreviation.

3. Each RAC must hold the CFC revenues collected by it, in trust, in a fiduciary capacity for the Authority. All of the CFC revenues collected and held will be considered the Authority's property and will not be considered gross revenues of the RAC. Each RAC shall hold CFC revenue collections in a custodial capacity, in which the RAC has no interest other than that of custodian, and shall not hold or have either an ownership or equitable interest in said CFC revenues collected.

4. Each CFC shall be collected from all customers of the RAC, including customers receiving complimentary or discounted auto rentals from the RAC and without regard to whether that customer is using the Airport's facilities.

5. Each RAC shall maintain records and controls that are sufficient to demonstrate the accuracy of the CFC revenues collected and the amount of CFC revenue collections remitted. These accounting records must be made available for inspection and examination at all reasonable times by the Authority or its duly authorized representative(s). Should travel to an RAC's out-of-state offices be required in order to conduct such an examination or inspection, all reasonable costs incurred by the Authority or its duly authorized representative(s), including, but not limited to, airfare, meals, lodging and local transportation, shall be paid by such RAC.

6. Each RAC shall provide to the Executive Director, no later than October 1<sup>st</sup> of each calendar year, a statement showing such RAC's projected Contract Days for the forthcoming year.
7. The Authority reserves the right to adjust the amount of the CFC, at such times as it deems necessary or appropriate, upon at least sixty (60) days prior written notice to each RAC.
8. No RAC shall be entitled to any rights of offset or other reduction in the requirements herein, and shall remit all CFC revenues collected to the Authority regardless of any amounts that may be owed or due to such RAC by the Authority.
9. It is understood and agreed that all CFC revenues required to be collected by an RAC may be pledged for, or dedicated to, the payment of airport bonds or other obligations pursuant to the applicable bond documents, and 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 General Ordinance. Such statement shall contain a list, by month, of the CFC revenues collected, the number of automobile rental days, and number of Contract Days as shown on the books and records of the RAC that were used to determine the payments made to the Authority during the period covered by the statement. An electronic copy of the annual CFC report shall be submitted to the Authority with the annual CFC statement. Each RAC shall make payment of any additional amount due as reflected in the CPA statement to the Authority at the time the CPA statement is provided to the Authority.

12. Each RAC shall furnish to the Authority, on or before the fifteenth (15<sup>th</sup>) day following each complete calendar month, a statement certified by such RAC and prepared in a manner satisfactory to the Authority, of the CFC revenues collected, and the number of Customer Rental Transactions and Contract Days that occurred during the previous calendar month. The CFC revenues collected shall be remitted by the RAC to the Authority by the 15<sup>th</sup>

day of each month for the preceding calendar month of operations during the year.

L. Electric Vehicle Charging

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

M. Insurance Certificates

The following fees may be charged by the Authority to persons and entities which have a contractual obligation to provide the Authority with an insurance certificate naming the Authority as an additional insured and/or certificate holder, and said person or entity fails to timely perform its obligation to keep said insurance certificate current or up-to-date with the Authority as required: \$100.00 fee for the first violation, which shall increase to \$250.00 for each and every additional violation in any subsequent years. Notwithstanding the foregoing, with respect to any violation during any year that is not fully remedied within thirty (30) days after written notice thereof from the Authority, said person or entity shall be subject to an additional fee of \$500.00 for each thirty (30) day period thereafter in which the violation continues.

N. Requested Document Preparation or Approval Fees

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

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

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

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

O. Airside Semi-Truck Access

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

P. Film Crews

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

Q. Motor Vehicles in GTC

The Executive Director, including his/her designee, shall have the right to establish and enforce rules and restrictions pertaining to the amount of time that vehicles may park or "dwell" along the main road through the Ground Transportation Center ("GTC") for pick-up or drop-off purposes.

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

A. Fingerprinting and Criminal Records Check

A fee of \$50.00 shall be paid by each person requesting issuance of an Airport identification badge that requires fingerprinting the

person and conducting a criminal record background check of such person.

B. Alarm System False Alarm Fees

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

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

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

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

C. Badge Replacement Fees

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

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

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

- A. As permitted under Indiana Code §5-14-3-8, the Authority may charge \$0.10 per page for photocopies.
- B. As permitted under Indiana Code §9-29-11-1, the Airport Police Department may collect a fee of \$5.00 per report for copies of motor vehicle accident reports. The fees collected for motor vehicle accident reports shall be deposited into a training fund for police officers.

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

The following fees may be charged by Authority to any tenant or other user of the “Computerized Maintenance Management System” (CMMS) Infor EAM (replacement for the MP2 and Maximo systems): One-time fee of \$2,250 per license, and \$775.00 annual maintenance fee.

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

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

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

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

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

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

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

**Section VIII.**

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

**Section IX.**

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

**Section X.**

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

rate of ~~1½%~~ 1.5% per month from the due date of such payment, same to be assessed whenever any payment shall become thirty (30) days overdue and provided that the aggregate monthly interest for such overdue account exceeds Ten Dollars (\$10.00).

**Section XI.**

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

**Section XII.**

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

**Section XIII.**

Any ordinances (or parts thereof) of the Authority that are inconsistent with the terms of this General Ordinance (including, but not limited to, the Second Amended ~~2013~~ Ordinance), are hereby superseded, to the extent of any such inconsistency, for the period from and after ~~June 21,~~ 2013 the Effective Date.

**Section XIV.**

Notwithstanding anything ~~in this General Ordinance or otherwise herein~~  
to the contrary, this General Ordinance shall be effective ~~as of June 21 on~~  
October 1, 2013 (the "Effective Date").

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 # ~~10-20096-2013~~.

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

I, Alfred R. Bennett, the duly elected and qualified Secretary of the Indianapolis Airport Authority, Indianapolis, Indiana, do hereby certify that the foregoing is a full, true, and complete copy of General Ordinance No. ~~1-2013 3-~~ 2013 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 ~~June 21~~ September 20, 2013, and that said General Ordinance No. ~~1-2013 3-~~ 2013 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

IAA Board Meeting  
General Agenda  
August 16, 2013

**Consider for approval:**

Capital Program

- BP2013-08-1** Consider for approval Plans and Specifications for Bid Package Project # I-14-012, Stormwater and Deicing Controls and Capacity Phase 2, as prepared by Wessler Engineering, and authorize the public bidding process
- BP2013-08-2** Consider for approval Plans and Specifications for Bid Package I-13-025-B, Rehabilitate Airport Roads - Other, as prepared by Journey Engineering, LLC, and authorize the public bidding process
- BP2013-08-3** Consider for approval Plans and Specifications for Bid Package C-14-039, Rehabilitate T-Hangar Taxilanes 2013 at Indianapolis Regional Airport, as prepared by Woolpert, Inc., and authorize the public bidding process
- BP2013-08-4** Consider for approval Plans and Specifications for Bid Package Project # I-14-008, Install Heat Trace System on West Terminal Roof, as prepared by CSO Architects, and authorize the public bidding process
- BP2013-08-5** Consider for approval an Amendment #2 to the professional services contract with Butler, Fairman and Seufert, Inc. for Rehabilitate Runway 5R-23L, Taxiway N and Rehabilitate Taxiway D Phase I in an amount not-to-exceed \$38,693.22
- BP2013-08-6** Consider for approval rejection of all bids received for bid package # I-13-029, Rehabilitation of Building 60 Roof, on July 31, 2013 and authorize the work to be re-bid
- BP2013-08-7** Consider for approval an award of contract for Rehabilitate Taxiway A - Eagle Creek Airpark, Project # E-12-030, to Rieth-Riley Construction Co., Inc. in an amount not-to-exceed \$521,000.00 plus a 3% construction reserve of \$15,630.00 for a total of \$536,630.00. Rieth-Riley Construction Co., Inc. was the lowest responsive and responsible bidder. DBE 21.37% (CJ's Inc. and Indiana Sign & Barricade), MBE 0%, WBE 22.33% (CJ's Inc., Indiana Sign & Barricade, and Slusser's), and VBE 0%

**BP2013-08-8**

Consider for approval an award of contract for Rehabilitate T-Hangar Taxilanes Phase II at Metropolitan Airport, Project # M-13-037, to Globe Asphalt Paving Company in an amount not-to-exceed \$239,123.15 plus a 3% construction reserve of \$7,173.69 for a total of \$246,296.84, and delegate authority to the Executive Director to execute the contract when grant funding is obtained. Globe Asphalt Paving Company was the lowest responsive and responsible bidder. DBE 8.26% (Indiana Sign & Barricade, and Oatts Trucking), MBE 4.45% (Oatts Trucking), WBE 3.81% (Indiana Sign & Barricade), and VBE 0%

Real Estate

**BP2013-08-9**

Consider for approval the purchase of Virginia Blume's properties as shown on the attached schedule

**BP2013-08-10**

Consider for approval the Lease for Real Property with the United States of America for the continued leasing of the land and building associated with the ARTCC facility. The new lease term is for five (5) years commencing October 1, 2013 and terminating September 30, 2018



Indianapolis Airport Authority

## BOARD MEMO – PLANS & SPECIFICATIONS APPROVAL

To: IAA Board of Directors

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

Date: July 24, 2013

Board Date: August 16, 2013

Subject: Approval of Plans and Specifications for Bid Package Project # I-14-012, Stormwater and Deicing Controls and Capacity Phase 2, and Authorize the Public Bidding Process

### **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.

The IAA issued a qualifications based Request for Proposal (RFP) for Professional Services on December 8, 2011 to obtain design services for a phased project for stormwater and deicing system controls and capacity improvements.

Based on review of the proposals received from the RFP, the IAA selected a design team led by Wessler Engineering as the best qualified to provide professional services. An original contract was approved on April 12, 2012 and Amendments #1 and #2 were approved on August 17, 2012 and February 15, 2013, respectively. The original contract and amendments included design and associated work for Phase 1 projects included within the 2012 Capital Improvement Program (CIP). Amendment #3 was approved on July 19, 2013, and included design and associated work for this Phase 2 project included in the 2014 Capital Budget.

The Stormwater and Deicing Controls and Capacity Phase 1 projects are currently under construction for completion in fall 2013. 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 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 awarded on October 19, 2012 to Rieth-Riley Construction Co., Inc.

Phase 2 of the Stormwater and Deicing System Controls and Capacity project (Project #1-14-012) was approved for design by the Senior Management Team on June 24, 2013. Phase 2 includes needed facilities and storage capacity required to meet federal environmental requirements for reuse of the Eagle Hub. The storage facility will also ultimately benefit reuse of the old terminal apron and continued expansion of the cargo apron.

### **Scope**

The scope of work for Phase 2 is to collect and convey stormwater off of the Eagle Hub apron during deicing season to a storage basin for eventual treatment at the Citizens Southport Wastewater Treatment Plant. The project will include repair of an existing trench basin, the addition of pumping stations, additional stormwater force main and a new equalization storage basin approximately 100 yards south of an existing basin near the P-Pad on the airfield. Improvements including pump station and force main to the existing equalization basin will also be made at the P-Pad to allow for aircraft deicing at that location.

The new facilities will be integrated into the Indianapolis International Airport (IND) stormwater and deicing system and ensure compliance with all applicable environmental permits and requirements. The additional storage will also be used to offset capacity in Seerley Creek Basin needed in the event that aircraft deicing occurs again on the old terminal ramp subsequent to the current demolition activities.

See the attached Exhibit: Stormwater and Deicing Controls and Capacity – Phase 2. This is provided for illustrative purposes only and depict the improvements noted above. IAA plans to complete modifications prior to the end of 2014.

### **Budget**

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

This project is included in the approved 2014 Capital Budget and funding for this project is anticipated to be up to 75% Federal Aviation Administration Airport Improvement Program (AIP) funding with the remainder being Airport capital improvement funds.

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 expected to be 75% grant funded. Because this project supports future, as yet unspecified, development, no hurdle rate calculation was completed. The cash funded portion of the project will be utilized as a cost in determining the Internal Rate of Return (IRR) of projects that are supported by this improvement as those projects are developed.

**Schedule**

Advertisement of Opportunity to Bid: August 20, 2013 and August 27, 2013  
Pre-Bid Meeting: August 28, 2013 1:30 pm Building 60, Conference Room 1  
Bid Opening: September 10, 2013 11:30 am Building 60, Conference Room 1

Est. Bid Award: September 20, 2013

Contract award anticipated September 2013, and the substantial completion date is expected to be October 2014.

**Supplier Diversity Participation**

The Director of Supplier Diversity established the following participation goals:  
DBE 9%, 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-14-012, Stormwater and Deicing Controls and Capacity Phase 2, as prepared by Wessler Engineering, and authorize the public bidding process.





## **BOARD MEMO – PLANS & SPECIFICATIONS APPROVAL**

To: IAA Board of Directors

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

Date: July 22, 2013

Board Date: August 16, 2013

Subject: Approval of Plans and Specifications for Bid Package I-13-025-B, Rehabilitate Airport Roads – Other, and authorize the Public Bidding Process

### **Background**

The Indianapolis Airport Authority (IAA) owns approximately twenty-three (23) miles of non-airfield roadways. More than fifty percent (50%) were constructed before 1990. During 2011, a pavement evaluation and management plan was prepared for the IAA to use as a tool to manage the roadway pavements cost-effectively over the coming years.

The 2013 Rehabilitate Airport Roads project includes two (2) packages: Rehabilitation of North Access Road (under construction) and Rehabilitate Airport Roads – Other (this project – see attached exhibit).

The Rehabilitate Airport Roads - Other project was approved for implementation by the Senior Management Team on February 11, 2013.

The approved contract for Rehabilitate Airport Roads – Other is for professional services. Journey Engineering, LLC was selected to provide design and construction administration services for this project in the amount of \$79,090.00.

The other phase, Rehabilitate Airport Roads 2013 – North Access Road, is under construction. The budget for the North Access Road portion of the project is \$1,032,400.00.

### **Scope**

The scope of work for this project is major and minor crack repairs, localized repairs, surface milling and overlay, and other repairs of asphalt pavement roads and shoulders as recommended in the IAA Pavement Management Plan.

**Budget**

Total construction package is estimated between \$500,000 and \$1,000,000. The range is established per Federal Acquisition Regulation Subpart 36.2

Funding for this project is 100% Airport capital improvement funds and is part of the approved 2013 Rehabilitate Airport Roads project in the 2013 Capital Budget at a total of \$1,934,560.

The project is being undertaken to repair existing infrastructure that is integral to the continued operation of the airport. Because of the critical nature of this project, it has not been subjected to an internal rate of return calculation.

**Schedule**

Advertise Opportunity to Bid: August 20, 2013 and August 27, 2013

Pre-Bid Meeting: August 28, 2013 10:00 am Building 60, Conference Room 1

Bid Opening: September 10, 2013 11:00 am Building 60, Conference Room 1

Est. Bid Award: September 20, 2013

Contract award anticipated September 2013 and the substantial completion date is expected to be June 2014, with no work during the winter.

**Supplier Diversity Participation**

The Director of Supplier Diversity has established the following participation goals:  
MBE 18%, WBE 5%, 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 I-13-025-B, Rehabilitate Airport Roads - Other, as prepared by Journey Engineering, LLC, and authorize the public bidding process.





## **BOARD MEMO – PLANS & SPECIFICATIONS APPROVAL**

To: IAA Board of Directors

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

Date: July 19, 2013

Board Date: August 16, 2013

Subject: Approval of Plans and Specifications for Bid Package C-14-039, Rehabilitate T-Hangar Taxilanes 2013 at Indianapolis Regional Airport, and Authorize the Public Bidding Process

### **Background**

Indianapolis Regional Airport (MQJ) has nine (9) taxilanes serving seven (7) T-hangar units; the last construction work on the taxilanes was in 1977. The taxilanes have met their anticipated life expectancy; however, current conditions necessitate more than maintenance to keep pavement serviceable until long-term rehabilitation can be funded. Long-term rehabilitation is programmed for 2015 with a project cost of approximately \$1 million. Limited rehabilitation is required in order to keep taxilanes serviceable for aircraft to use and access revenue producing hangars until funding is available for the more extensive work.

This project is a short-term repair with mill and overlay limited to localized areas, selected to minimize Foreign Object Debris (FOD) until a more complete rehabilitation of the T-hangars can be funded (see attached exhibit).

The design contract with Woolpert, Inc. (Woolpert) was executed by the Executive Director on August 5, 2013. Woolpert designed the full rehabilitation of the T-hangar taxilanes that is “on the shelf” waiting for funding. To most economically complete the immediately needed short-term repairs, Woolpert was selected to utilize their existing knowledge and design information.

This project was approved for implementation by the Senior Management Team on July 1, 2013.

### **Scope**

The scope of work is for the localized rehabilitation of the T-hangar taxilanes. The rehabilitation will include milling, crack repair, and overlay of the taxilanes.

**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 capital improvement funds and is included in the 2014 Capital Budget as a 2013 project.

This project is being undertaken to repair existing infrastructure that is integral to the successful operation of the airport. As a result of the critical nature of the repairs, this project is exempt under the Authority's hurdle rate policy and has not been subjected to an internal rate of return calculation.

**Schedule**

Advertisement of Opportunity to Bid: August 20, 2013 and August 27, 2013  
Pre-Bid Meeting: August 28, 2013 9:00 am Building 60, Conference Room 1  
Bid Opening: September 10, 2013 10:30 am Building 60, Conference Room 1

Est. Bid Award: September 20, 2013

Contract award anticipated September 2013 and the substantial completion date is expected to be November 2013.

**Supplier Diversity Participation**

The Director of Supplier Diversity established the following participation goals: MBE 12%, 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 C-14-039, Rehabilitate T-Hangar Taxilanes 2013 at Indianapolis Regional Airport, as prepared by Woolpert, Inc., and authorize the public bidding process.



 Indianapolis Airport Authority

INDIANAPOLIS REGIONAL AIRPORT  
T-HANGAR  
TAXILANES  
8-9-13

 NO SCALE



## **BOARD MEMO – PLANS & SPECIFICATIONS APPROVAL**

To: IAA Board of Directors

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

Date: July 23, 2013

Board Date: August 16, 2013

Subject: Approval of Plans and Specifications for Bid Package Project # I-14-008 - Install Heat Trace System on West Terminal Roof, and Authorize the Public Bidding Process

### **Background**

This project includes the design and installation of a system to prevent the build-up of snow and ice along the west edge of the terminal roof.

The selection of CSO Architects was based on CSO Architects' specific knowledge of the structural design of the terminal roof garnered during its design and construction.

This project was approved for implementation by the Senior Management Team on July 1, 2013.

### **Scope**

The scope of work provides for the installation of a heat trace system on the high roof bullnose. The work includes:

- Remove and restore ceilings, including light fixtures, to install new electrical conduit system;
- Close and fire stop all new openings for work; and
- Install heat trace and test entire system.

### **Budget**

Total construction package is estimated between \$250,000 and \$500,000. The range is established per Federal Acquisition Regulation Subpart 36.2.

The funding for this project is 100% Airport capital improvement funds and is included in the 2014 Capital Budget as a 2013 project.

This project is being undertaken to increase the margin of safety during winter at the terminal. As a result of the critical nature of the repairs, this project is exempt under the Authority's hurdle rate policy and has not been subjected to an internal rate of return calculation.

**Schedule**

Advertisement of Opportunity to Bid: August 20, 2013 and August 27, 2013  
Pre-Bid Meeting: August 28, 2013 11:00 am Building 60, Conference Room 1  
Bid Opening: September 9, 2013 1:30 pm Building 60, Conference Room 1

Est. Bid Award: September 20, 2013

Contract award anticipated September 2013 and the substantial completion date is expected to be November 2013.

**Supplier Diversity Participation**

The Director of Supplier Diversity established the following participation goals:  
MBE 18%, WBE 9%, 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-14-008, Install Heat Trace System on West Terminal Roof, as prepared by CSO Architects, and authorize the public bidding process.



## **BOARD MEMO – AMENDMENT**

To: IAA Board of Directors

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

Date: July 24, 2013

Board Date: August 16, 2013

Subject: Approval of Amendment #2 with Butler, Fairman and Seufert, Inc. for Rehabilitate Runway 5R-23L and Taxiway N, Project # I-12-004 – Now to include Rehabilitate Taxiway D, Phase I

### **Background**

Runway 5R-23L was constructed in 1989 and rehabilitated in 1999 and 2006. While Runway 5R-23L has exceeded its anticipated twenty (20) year design life, the results of the 2012 Airfield Pavement Evaluation and Management Plan indicate rehabilitation is still the most appropriate action to maximize the life of this asset. Taxiway N between Taxiway N-3 and Taxiway D was constructed in 1990. Rehabilitation, including panel replacement has been performed in 2006, 2008, and most recently with emergency repairs in 2011. Federal Aviation Regulations (FAR) Part 139 requires that all pavements available to air carriers be maintained in accordance with prescribed standards.

Butler, Fairman and Seufert, Inc. (BF&S) was selected through a qualifications based Request for Proposals (RFP) per Federal Aviation Administration (FAA) requirements. On December 21, 2012 the Board approved a contract with BF&S for design services associated with the Rehabilitation of Runway 5R-23L and Taxiway N at Indianapolis International Airport. On June 21, 2013 the Board approved Contract Amendment #1 with BF&S to perform additional service of supplemental field inspection and an increase in the printing allowance. This project is currently under construction.

Other project approvals include combining the Rehabilitation of Runway 5R-23L and Taxiway N into one project to provide the IAA staff with more control over construction activities, streamline communication with key Indianapolis International Airport (IND) tenants, and benefit from economy of scale. The FAA approved accelerating the replacement of approximately thirty-two (32) panels on Taxiway D programmed for 2014 as part of this project to maintain contract amount in lieu of panels that were anticipated to be replaced on Runway 5R-23L and included in the original bid, but are able to remain in place with repairs. Management determined that due to bid prices being favorable it would be in the Authority's best interest to fully utilize the quantities in the original bid.

On September 10, 2012, this project was approved for implementation by the Senior Management Team. An increase in the budget for Rehabilitate Runway 5R-23L of up to

\$1.6 million was approved by Senior Staff on February 25, 2013 to include rehabilitating the asphalt paved shoulders. This increase has been offset by a decrease in another capital project so there is no change in the overall 2013 capital budget. Based on the bid prices received, the actual budget increase is \$400,850 for the combined project, which allows both bid alternates to be accepted.

On April 19, 2013, the Board approved plans & specifications for CIP/Project # I-12-004 – Rehabilitate Runway 5R-23L and Taxiway N and authorized the public bidding process. On May 21, 2013, the IAA staff received two (2) bids. The project contained a base bid and two (2) alternate bid items. The bids received for this combination ranged from \$4,799,500.00 to \$5,289,641.75. Milestone Contractors, LP (Milestone) was the lowest responsive and responsible bidder in the amount of \$4,799,500.00.

After close coordination with tenants, to minimize the impact to airport users, the runway construction is occurring during day time closures, 7:30 am to 3:00 pm Tuesday through Thursday, and continuous extended “weekend” closures from 7:30 am Friday to 3:00 pm Monday.

Experience from the first weekend closure with multiple construction activities occurring along the length of the 10,200’ runway demonstrated the need for additional Owner construction inspection oversight to ensure the work in all areas is being accomplished per specifications and have the runway reopened on time. Also, concrete panel removal operations during the first weekend took longer than anticipated due to bond breaking issues between the top eighteen (18) inches of concrete and the base layer concrete. The planned eight (8) hour removal process took a total of thirty-six (36) hours and required constant inspection at several locations along the runway. This extended removal time is anticipated to continue throughout the weekend closures. IAA currently has one (1) IAA inspector, material testing company staff, and supplemental field inspectors from the designer. With the extended work hours, additional supplemental field inspector services are needed from the designer to augment IAA’s limited in-house inspection. This amendment is to increase the supplemental field inspection services beyond those included in Amendment #1 with BF&S for the extended work hours and increased multiple construction areas during closures.

### **Scope**

This scope of this Amendment 2 provides for supplemental field inspection services. BF&S staff will supplement the services of the IAA Project Inspector.

### **Budget**

This contract amendment is within the design budget for the combined project, as approved in the 2013 Capital Budget and increased by Senior Staff approval.

Project Costs

Design	\$ 459,700
Materials Testing	90,000
Construction (includes 3% reserve)	4,943,485
Contingency (7%)	<u>307,265</u>
Total Anticipated Project Costs	\$ 5,800,450

Funding for design will be 75% FAA Airport Improvement Program (AIP) grant funded and 25% from Airport capital improvement funds. A 2012 FAA AIP grant has been received for the design of the combined project. A 2013 FAA AIP grant is anticipated to fund up to 75% of the construction costs for the combined project.

This project is being undertaken to repair existing infrastructure integral to the safe operation of the airport. Also, this project is being undertaken to meet regulatory requirements. As a result of the critical nature of the repairs, 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**

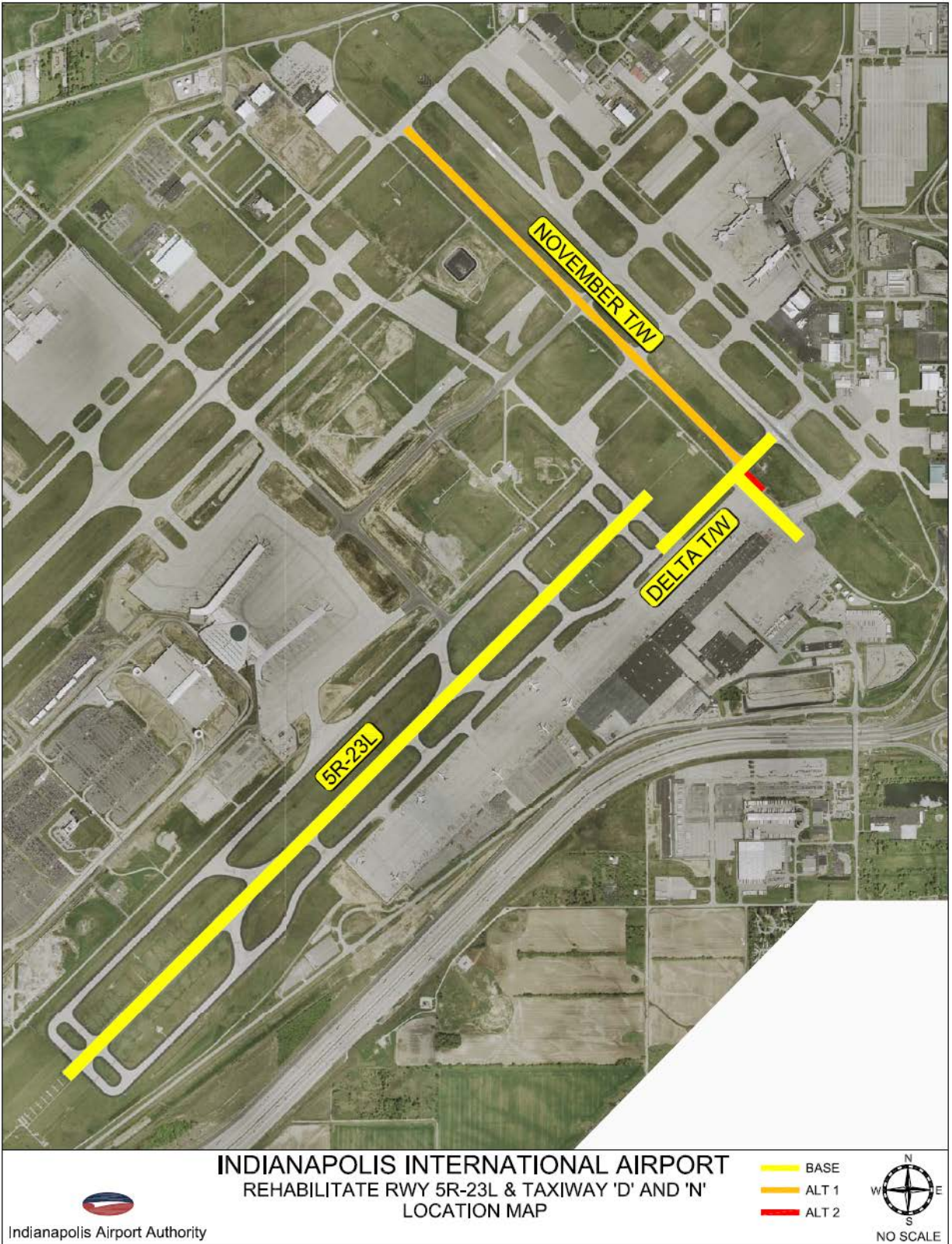
This amendment does not change the term of the contract. The contract with BF&S expires on November 28, 2014 to include the 10-month warranty inspection.

**Contract Summary to Date**

Contract/ Amendment & Execution Date	Service & Term	Amount	Minority Participation %			
			DBE	MBE	WBE	VBE
Original Contract December 21, 2012	Professional Services Term: 12/21/12 – 11/28/14	\$394,308.67	45.82	33.44	14.31	0
Amendment 1 June 21, 2013	Additional Services Term: 6/21/13 – 11/28/14	\$ 26,697.80	0	0	7.49	0
Amendment 2 August 16, 2013	Additional Services Term: No Change	\$ 38,693.22	0	0	0	0
	<b>Revised Contract NTE</b>	<b>\$459,699.69</b>	<b>39.30</b>	<b>28.68</b>	<b>12.27</b>	<b>0</b>

**Recommendation**

The IAA staff has reviewed the proposal and recommends that the Board consider for approval an Amendment #2 to the professional services contract with Butler, Fairman and Seufert, Inc. for Rehabilitate Runway 5R-23L, Taxiway N and Rehabilitate Taxiway D Phase I in an amount not-to-exceed \$38,693.22.





## **BOARD MEMO – REJECTION OF BIDS AND AUTHORIZATION TO RE-BID**

To: IAA Board of Directors

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

Date: August 5, 2013

Board Date: August 16, 2013

Subject: Rejection of Bids and Authorization to Re-bid for CIP/Project # I-13-029, Rehabilitation of Building 60 Roof

### **Background**

The Engineering, Environmental, Audit, and Finance Department staffs occupy Building 60, located at 1910 South Girls School Road as shown on exhibit. Currently there are numerous roof and building leaks that can be observed during rain events, and repeated attempts to repair the leaks have not been completely successful.

This project will rehabilitate the exterior vertical and horizontal surfaces that are allowing precipitation into the building to keep it in efficient operating condition.

On July 31, 2013, the IAA staff received three (3) bids. The project contained the base bid and three (3) alternate bid items. The bids received for the combination of base bid and alternates 1, 2 and 3 ranged from \$495,500 to \$888,896.

There were irregularities in one or more bids. The lowest bidder asked that they be allowed to withdraw their bid citing mathematical errors. The second low bidder proposed subcontracting more of the project than was allowed by the specifications. The highest bid was considerably higher than the budget amount for construction.

Per Indiana Code 5-16-2-1.4 and in accordance with Item #19 in the Instructions to Bidders which states that "The Owner reserves the right to reject any and all bids ...", it is recommended that the IAA Board consider for approval the rejection of all bids received on July 31, 2013 for CIP/Project # I-13-029 and authorization to re-bid the work. As part of re-bidding the work, the base bid and alternate bid items will be combined into one base bid with a goal of increasing the economies of scale of the project. The design will also be reviewed for any potential cost savings modifications.

Other prior approvals on this project include:

- November 16, 2012, this project was approved for implementation by the Senior Management Team.

- May 17, 2013, the Board approved plans and specifications for CIP/Project # I-13-029 – Rehabilitation of Building 60 Roof, and authorized the public bidding process.
- July 10, 2013, the project was advertised after establishment of common construction wages for the project.
- August 5, 2013, the project was approved by Senior Management Team to reject and re-bid.

### **Scope**

The scope of this project is re-bidding revised specifications and drawings to combine the base bid and alternates into one base bid for the rehabilitation of the building's roof and masonry walls. It includes installing a single ply membrane roof over new insulation and a redesign of the parapet wall base flashings and copings. Proper roof curbs will be constructed for the rooftop Heating, Ventilating, and Air Conditioning (HVAC) units and new gutters and downspouts compatible with the new roof will be installed. The exterior masonry walls will be properly counter-flashed and the masonry will be cleaned and tuck-pointed. Deteriorating caulk will be removed from around windows and doors and replaced. Water damaged interior insulation will be replaced as necessary.

### **Budget**

Total construction package is estimated between \$500,000 and \$1,000,000. The range is established per Federal Acquisition Regulation Subpart 36.2.

Funding for this project will be 100% Airport capital improvement funds and is included in the approved 2013 Capital Budget.

This project is being undertaken to repair existing infrastructure that is integral to the continued operation of the airport. As a result of the critical nature of the repairs, this project is exempt under the Authority's hurdle rate policy and has not been subjected to an internal rate of return calculation.

### **Schedule**

Advertisement of Opportunity to Bid:	August 20, 2013 and August 27, 2013
Pre-Bid Meeting:	August 28, 2013      2:30 pm      Building 60, Conference Room 1
Bid Opening:	September 6, 2013      11:00 am      Building 60, Conference Room 1

Est. Bid Award (Board Mtg)      September 2013

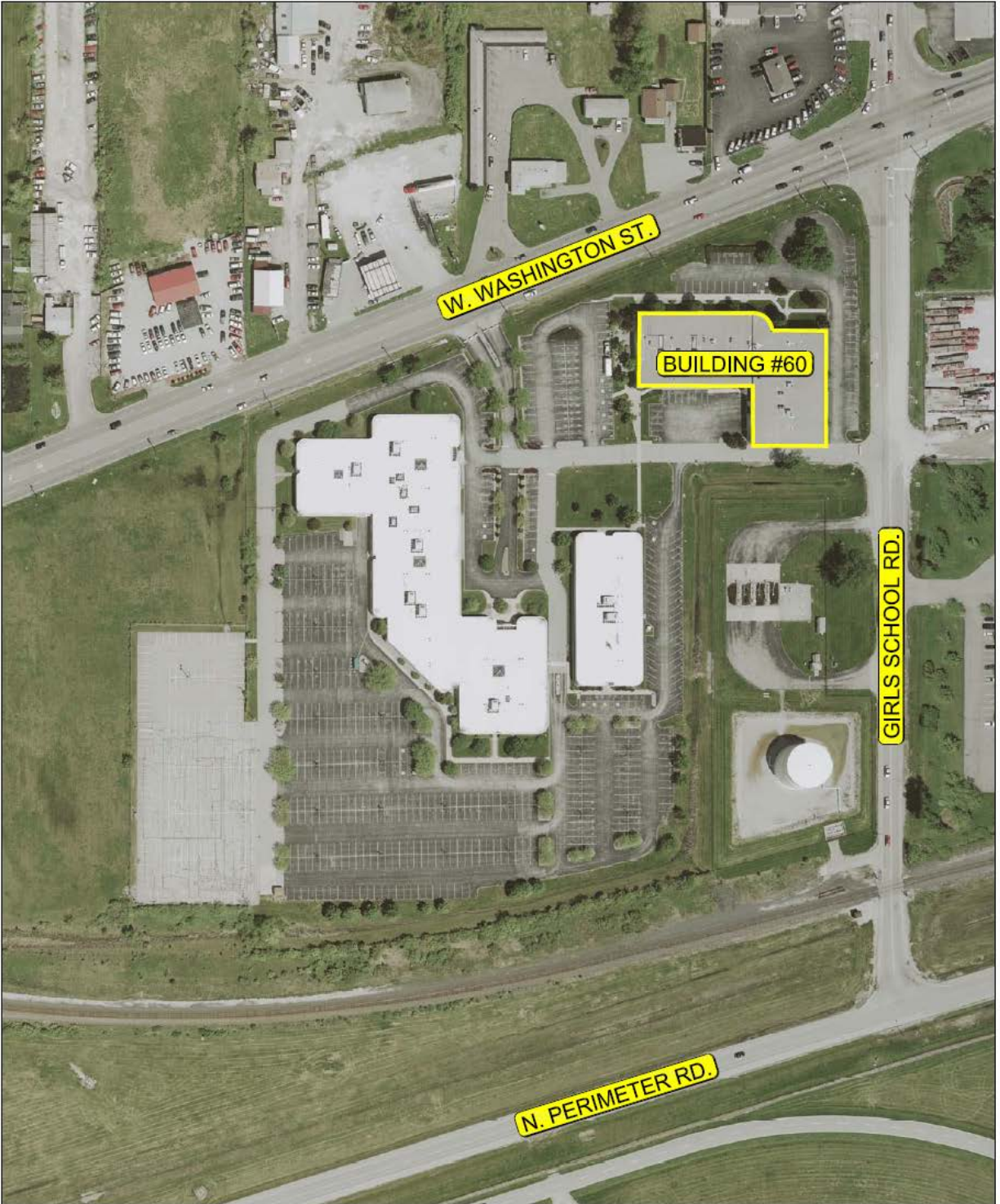
Contract award for the re-bid project anticipated September 2013 with a substantial completion date of December 2014.

### **Supplier Diversity Participation**

The Director of Supplier Diversity established the following participation goals: MBE 9%, WBE 5%, and VBE 3%

**Recommendation**

The IAA staff has reviewed the bids and recommends that the Board consider for approval rejection of all bids received for bid package # I-13-029, Rehabilitation of Building 60 Roof, on July 31, 2013 and authorize the work to be re-bid.



**INDIANAPOLIS INTERNATIONAL AIRPORT**  
REHABILITATION OF  
BUILDING 60 ROOF





## **BOARD MEMORANDUM – BID AWARD**

To: IAA Board of Directors

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

Date: July 22, 2013

Board Date: August 16, 2013

Subject: Award of CIP/Project # E-12-030 to Rieth-Riley Construction Co., Inc. for Rehabilitation of Taxiway A – Eagle Creek Airpark

### **Background**

Eagle Creek Airpark (EYE) is served by one (1) runway and two (2) parallel taxiways. Taxiway A is the parallel taxiway on the east side of the runway. Taxiway A was most recently rehabilitated in 1984. Routine maintenance has occurred over the last 29 years. This project is to rehabilitate Taxiway A through a mill, repair as needed, and overlay, including the connecting taxiways up to the runway safety area (RSA). The taxiway connectors within the RSA were rehabilitated as part of the 2012 Runway 3-21 rehabilitation project at EYE.

On April 22, 2013, this project was approved for implementation by the Senior Management Team.

On June 21, 2013, the Board approved plans & specifications for Rehabilitate Taxiway A - Eagle Creek Airpark, Project # E-12-030, and authorized the public bidding process. This project contains only a base bid, with no alternate items.

On July 25, 2013, the IAA staff received four (4) bids ranging from \$521,000.00 to \$699,750.00.

Rieth-Riley Construction Co. was the lowest responsive and responsible bidder in the amount of \$521,000.00.

In addition to the contract amount, IAA is requesting a construction reserve of 3% of the total contract amount for this project. A construction reserve of 3% has been previously approved by the Board on other projects and successfully implemented to ensure timely approval of minor changes necessary due to unforeseen conditions and circumstances. There are sufficient dollars within this project's allocation to accommodate the funding of the 3% contingency for construction reserve. Any change orders exceeding the contract and construction reserve will be submitted to the Board for approval.

**Scope**

The scope of this project provides for the rehabilitation of the Taxiway A to include milling, crack repair, and overlay.

**Budget**

This contract is within the overall project budget of \$945,560 as approved in the 2013 Capital Budget. The total bid plus 3% construction reserve is \$536,630 and is within the construction portion of the project budget.

**Project Costs**

Contract Amount (including 3% reserve)	\$536,630
Design & Soft Costs	58,973
Materials Testing & Inspection	45,000
Contingency (12%)	<u>62,520</u>
Total Anticipated Project Costs**	\$703,123

\*\*This leaves an unutilized budget amount of \$242,437.

This project was approved as part of the 2013 Capital Budget. The funding for this project is expected to be 90% Airport Improvement Program (AIP) grant funding and up to 10% Airport capital improvements funding. The IAA will also be applying for a state grant from the Indiana Department of Transportation (INDOT). When there are sufficient funds in the state budget, INDOT provides a grant of up to 2.5% of the funding, potentially reducing the Airport capital improvements funding to as low as 7.5% of the project.

As a project being undertaken to repair existing infrastructure that is also ninety percent (90%) funded with federal grants, this project is exempt under the Authority's hurdle rate policy and has not been subjected to an internal rate of return calculation.

**Schedule**

Contract award anticipated August 2013 with a substantial completion date of December 2013.

**Supplier Diversity Participation**

The Director of Supplier Diversity has approved the following:

Firm	AMOUNT				%			
	DBE	MBE	WBE	VBE	DBE	MBE	WBE	VBE
CJ's Inc.	\$ 45,588.00	\$ -	\$ 45,588.00	\$ -	8.75%	0.00%	8.75%	0.00%
Indiana Sign & Barricade	\$ 65,730.00	\$ -	\$ 65,730.00	\$ -	12.62%	0.00%	12.62%	0.00%
Slusser's	\$ -	\$ -	\$ 4,999.00	\$ -	0.00%	0.00%	0.96%	0.00%
<b>Totals</b>	<b>\$111,318.00</b>	<b>\$ -</b>	<b>\$116,317.00</b>	<b>\$ -</b>	<b>21.37%</b>	<b>0.00%</b>	<b>22.33%</b>	<b>0.00%</b>

**Recommendation**

The IAA staff has reviewed the bids and recommends that the Board consider for approval an award of contract for Rehabilitate Taxiway A - Eagle Creek Airpark, Project # E-12-030, to Rieth-Riley Construction Co., Inc. in an amount not-to-exceed \$521,000.00 plus a 3% construction reserve of \$15,630.00 for a total of \$536,630.00. Rieth-Riley Construction Co., Inc. was the lowest responsive and responsible bidder. DBE 21.37% (CJ's Inc. and Indiana Sign & Barricade), MBE 0%, WBE 22.33% (CJ's Inc., Indiana Sign & Barricade, and Slusser's), and VBE 0%.



## **BOARD MEMO – BID AWARD AND SIGNATURE AUTHORITY**

To: IAA Board of Directors

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

Date: July 22, 2013

Board Date: August 16, 2013

Subject: Award of CIP/Project # M-13-037 to Globe Asphalt Paving Company for Rehabilitate T-Hangar Taxilanes Phase II – Metropolitan Airport and Executive Director Signature Authority

### **Background**

The T-hangar taxilanes provide access to the T-hangars and connect the T-hangars to the taxiway for access to the airfield at Metropolitan Airport (UMP). The T-hangars are a revenue producing asset for the Indianapolis Airport Authority (IAA). The taxilanes were originally constructed utilizing asphalt material in the early 1990's with a life expectancy of 15 to 20 years. The T-hangar taxilanes are at the end of their expected useful life. Rehabilitation is needed to maintain the pavement in efficient operating condition. Phase I was completed in November of 2012 and consisted of taxilanes servicing the five (5) southern T-hangars 300 Series. Phase II is the taxilanes servicing the four (4) northern T-hangars 400 Series. Completion of Phase II, this project, will complete the rehabilitation at UMP.

On November 26, 2012, this project was approved for implementation by the Senior Management Team.

On June 21, 2013, the Board approved plans & specifications for Rehabilitate T-Hangar Taxilanes Phase II at Metropolitan Airport, Project # M-13-037, and authorized the public bidding process. This project contains only a base bid, with no alternate items.

On July 25, 2013, the IAA staff received one (1) bid for \$239,123.15.

Globe Asphalt Paving Company was the lowest responsive and responsible bidder in the amount of \$239,123.15.

In addition to the contract amount, IAA is requesting a construction reserve of 3% of the total contract amount for this project. A construction reserve of 3% has been previously approved by the Board on other projects and successfully implemented to ensure timely approval of minor changes necessary due to unforeseen conditions and

circumstances. There are sufficient dollars within this project's allocation to accommodate the funding of the 3% contingency for construction reserve. Any change orders exceeding the contract and construction reserve will be submitted to the Board for approval.

This construction project has been programmed for 2013 grant funding. The IAA is waiting on notice of grant award. To maximize the construction season if discretionary grant funding is obtained, delegation of authority for the Executive Director to execute the construction contract on behalf of the Authority Board after obtaining grant funding is requested (anticipated to be by August 31, 2013).

**Scope**

The scope of this project provides for the rehabilitation of the taxilanes servicing northern T-hangars 400 Series to include milling, crack repair, and overlay.

**Budget**

This contract is within the overall project budget of \$392,000 as approved in the 2013 Capital Budget. The total bid plus 3% construction reserve is \$246,296.84 and is within the construction portion of the project budget.

**Project Costs**

Contract Amount (including 3% reserve)	\$246,296.84
Design & Soft Costs	37,903.00
Materials Testing & Inspection	37,000.00
Contingency (12%)	<u>28,694.78</u>
Total Anticipated Project Costs**	\$349,894.62

\*\*This leaves an unutilized budget amount of \$42,105.38.

This project was approved as part of the 2013 Capital Budget. The funding for this project is expected to be 90% Airport Improvement Program (AIP) grant funding and up to 10% Airport capital improvement funds. The design for this project was funded with a 2012 AIP grant and the construction is programmed for a 2013 AIP grant. The IAA will also be applying for a state grant from INDOT. When there are sufficient monies in the state budget, INDOT provides a grant of up to 2.5% of the funding, potentially reducing the Airport capital improvements funding to as low as 7.5% of the project.

As a project for design and construction being undertaken to repair existing infrastructure that is also ninety percent (90%) funded with federal grants, this project is exempt under the Authority's hurdle rate policy and has not been subjected to an internal rate of return calculation.

**Schedule**

Contract award anticipated August 2013 with a substantial completion date of December 2013.

**Supplier Diversity Participation**

The Director of Supplier Diversity has approved the following:

Firm	AMOUNT				%			
	DBE	MBE	WBE	VBE	DBE	MBE	WBE	VBE
Indiana Sign & Barricade	\$9,122.00	\$0.00	\$9,122.00	\$0.00	3.81%	0.00%	3.81%	0.00%
Oatts Trucking	\$10,634.00	\$10,634.00	\$0.00	\$0.00	4.45%	4.45%	0.00%	0.00%
<b>Totals</b>	<b>\$19,756.00</b>	<b>\$10,634.00</b>	<b>\$9,122.00</b>	<b>\$0.00</b>	<b>8.26%</b>	<b>4.45%</b>	<b>3.81%</b>	<b>0.00%</b>

**Recommendation**

The IAA staff has reviewed the bids and the recommendation is for the Board to approve award of contract for Rehabilitate T-Hangar Taxilanes Phase II at Metropolitan Airport, Project # M-13-037, to Globe Asphalt Paving Company in an amount not-to-exceed \$239,123.15 plus a 3% construction reserve of \$7,173.69 for a total of \$246,296.84, and delegate authority to the Executive Director to execute the contract when grant funding is obtained. Globe Asphalt Paving Company was the lowest responsive and responsible bidder. DBE 8.26% (Indiana Sign & Barricade, and Oatts Trucking), MBE 4.45% (Oatts Trucking), WBE 3.81% (Indiana Sign & Barricade), and VBE 0%.



## BOARD MEMO - PROPERTY ACQUISITION

To: IAA Board of Directors  
From: Joseph Heerens, General Counsel  
Date: August 7, 2013  
Board Date: August 16, 2013  
Subject: Property Acquisitions – Virginia Blume and/or Estate of Virginia Blume

### **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**

Two (2) residential properties are being acquired from Virginia Blume and/or her estate (as shown on the attached schedule), which are included in the IAA’s land acquisition Phase II Program. The Purchase Agreements under consideration are based on appraised values of Forty Eight Thousand Dollars (\$48,000.00) and Fifty Eight Thousand Dollars (\$58,000.00).

### **Schedule**

August 16, 2013: Approve the Purchase Agreements with Virginia Blume and/or her estate, as applicable. The closings will occur as soon as practicable thereafter.

### **Funding**

This acquisition is currently funded from the 2013 Capital Improvement Fund. The properties 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 Virginia Blume’s properties as shown on the attached schedule.





## **BOARD MEMO – LEASE FOR REAL PROPERTY**

To: IAA Board of Directors

From: Michael Huber, Sr. Director of Commercial Enterprise

Date: July 29, 2013

Board Date: August 16, 2013

Subject: Lease for Real Property with U.S. Department of Transportation acting on behalf of the Federal Aviation Administration

### **Background**

The United States of America (U.S.A.) acting on behalf of the U.S. Department of Transportation / Federal Aviation Administration, leases 13.72 acres of land and a 127,470 square foot facility from the Authority. The leased facility is known as the Air Route Traffic Control Center (ARTCC) and controls the airspace for a large portion of the Midwestern United States.

The Authority and U.S.A. entered into a ten (10) year lease agreement for the initial construction of a 53,000 square feet ARTCC facility in 1959. The lease term has been extended via amendments to its current term; along with the facility being expanded in the early 1970's to its current size of 127,470 square feet.

The current lease is set to expire by its own terms on September 30, 2013, and Authority staff is proposing a new term of five (5) years.

### **Scope**

To execute a new Lease for Real Property with the U.S.A. The lease is effective October 1, 2013 and will terminate September 30, 2018.

### **Schedule**

August 16, 2013: Execution of a Lease for Real Property with the United States of America acting on behalf of the Department of Transportation / Federal Aviation Administration.

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

#### **Revenue:**

As a part of the terms and conditions of the Grants & Assurances with the Federal Aviation Administration, there is no monetary consideration in the form of land and building rental payments to the Authority, as the facility is considered an essential service to the aviation support system.

Operating Costs:

There are no operating costs associated with this lease.

**Supplier Diversity Participation**

Not applicable.

**Recommendation**

Consider for approval the Lease for Real Property with the United States of America for the continued leasing of the land and building associated with the ARTCC facility. The new lease term is for five (5) years commencing October 1, 2013 and terminating September 30, 2018.