

Agenda
Indianapolis Airport Authority
October 16, 2009
8:30 a.m.

- I. Call to Order
- II. Approval of Minutes of the Regular Meeting of September 18, 2009
- III. Ordinances, Resolutions and Public Hearings
 - a) Introduction of General Ordinance No. 4-2009, a Supplemental Ordinance of the Indianapolis Airport Authority authorizing the issuance and sale of one or more series of additional revenue bonds of said Authority, to be designated "Indianapolis Airport Authority Airport Revenue Bonds, Series 2009". Initial Hearing to be held October 16, 2009. Final Hearing to be held November 20, 2009.
 - b) Consider for approval adoption of Resolution No.13-2009 – Policy concerning the participation and utilization of Minority Business Enterprises and Women Business Enterprises.
 - c) Consider for approval adoption of Resolution No.14-2009 – Signature Authority of Various Agreements and Permits.
 - d) Consider for approval adoption of Resolution No. 15-2009 granting the Executive Director/CEO authorization to apply for, and accept Offers extended to it by the Federal Aviation Administration, Transportation Security Administration or the Indiana Department of Transportation.
 - e) Public Hearing on disposal of 2.759 acres at 3900 South Ronald Reagan Parkway to Six Points Developers LLC for the sum of \$140,000.
(BP2009-10-16)
- IV. Board Reports
 - a) President's Report

V. Official Actions

- a) Introduction of the IAA Consent Calendar dated October 16, 2009.
- b) Consider for approval each of the individual items listed on the IAA Consent Calendar Agenda dated October 16, 2009.

VI. Staff Reports

- a) CEO Report – John D. Clark, III
- b) Financial Report – Marsha Stone
- c) Passenger Activity Report – Christofer Matney
- d) Diversity Report – James Duke
- e) Midfield Construction Close Out Report – Greta Hawvermale

VII. Other

VIII. Adjourn

The Regular Meeting of the Indianapolis Airport Authority Board was called to order at 9:05 a.m. September 18, 2009 in the Airport Board Room at Indianapolis International Airport.

Present and comprising a quorum were:

Lacy Johnson, Vice President
Alfred R. Bennett, Secretary
Alex Azar, Member
Andrew Miller, Member

Jean Wojtowicz, Member
Randy Tobias, Member
Kelly Flynn, Member

Advisory Members attending:

Jack Morton
Lynn Gordon
Steve Dillinger

IAA staff attending:

John D. Clark III, Executive Director/CEO
Marsha Stone, Chief Financial Officer
Robert Duncan, Chief Operating Officer
Anne O'Connor, General Counsel
Rex Joseph, IAA Counsel
Beverly Terlaje, Recording Secretary

APPROVAL OF MINUTES

Upon a motion by Mr. Flynn, seconded by Mr. Azar and unanimously passed, approval was given to the Minutes of the Regular Meeting of August 21, 2009.

ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

Upon motion by Ms. Wojtowicz, seconded by Mr. Flynn and unanimously passed, approval was given to adopt Resolution No. 12-2009 concerning Establishment of an Investment Policy.

BOARD REPORTS

Vice President Johnson stated he had no reports.

OFFICIAL ACTIONS

APPROVAL OF THE INDIANAPOLIS AIRPORT AUTHORITY CONSENT CALENDAR DATED SEPTEMBER 18, 2009: Upon a motion by Mr. Azar, seconded by Mr. Tobias and unanimously passed, approval was given to the Consent Calendar dated September 18, 2009.

APPROVAL OF INDIVIDUAL ITEMS LISTED ON THE INDIANAPOLIS AIRPORT AUTHORITY CONSENT CALENDAR DATED SEPTEMBER 18, 2009: Upon a motion by Mr. Azar, seconded by Mr. Tobias and unanimously passed, approval was given to accept the individual items listed on the Consent Calendar dated September 18, 2009.

STAFF REPORTS

CEO REPORT

Mr. Clark stated he had no reports.

CFO REPORT

Parking Strategy

Marsha Stone, Chief Financial Officer presented a brief overview of the Parking Strategy for IAA and stated that debt structure is what has led to this discussion for consideration. Ms. Stone stated that parking plays an important role in terms of non airline revenue streams at Indianapolis International Airport and the 2010 budget shows that it is over 50% of the non airline revenue stream that comes into the Authority. After presenting statistics, Ms. Stone presented an idea and concept for the board to consider if it would be worth looking at putting a potential solicitation for different ways of managing the Airport parking operations as presented and bring back an analysis of what the benefit is to the Authority.

Vice President Johnson asked if there was any thought for a Request for Information versus a Request for Proposal.

Ms. Stone stated that it could be structured in a Request for Qualifications, Information or Proposals; it is open to how we want to position it in the market.

Mr. Tobias inquired if the end objective of the parking strategy presentation and proposed solicitation was to understand the broad range of options that might be available and what the implications of each of those options might be; is it without any commitment on the part of the board to pursue? Ms. Stone stated yes.

Mr. Flynn asked if at some point revenue diversion becomes a problem with regards to the airline agreements. Ms. Stone stated that this happens at other airports and she believes that there would not be a revenue diversion as long as what we are putting forward would have revenue specifically related to this operation coming back to the Authority and there would not be a cost to the Authority.

To clarify his question to Ms. Stone, Mr. Flynn provided an example in terms of a lump sum situation as opposed to having an independent operator on contract with a lump sum and a pay down. Mr. Flynn asked how that might affect the airline agreement, which seems like a complex and legal situation.

Vice President Johnson stated that there should not be any revenue diversion so long as the money stays at the Airport for its operations.

Mr. Clark stated that the purpose of Ms Stone's presentation was to get a general consensus from the Board and that there is an overall interest to explore a methodology of how we should conduct our parking business. Mr. Clark further stated that we did not want to go forward without advising the Board that we wanted to get into details because it may raise questions from employees and from the public. By putting out a solicitation, it does not mean that a decision is made, but rather we wanted to do better due diligence on what is the best approach and method to operate parking at the Airport.

Mr. Tobias commented that even if the outcome of this is a fact-based determination and what we are currently doing is the very best thing we could possibly do both from a financial point of view and the point of view in meeting the needs of the traveling public, solicitation is a good thing to do.

Vice President Johnson asked Mr. Clark again if we are going to solicit proposals.

Mr. Clark stated yes because that is how we could get better defined information, but in that solicitation there is no determinate that we would adopt another methodology. He further stated that if it is determined that if the proposals present a better parking system for both the traveling public and the Authority, he will then come back to the Board and recommend a better approach. At that time, a decision can be made.

Upon motion by Mr. Bennett, seconded by Mr. Flynn, and passed by a majority vote, approval was given to move forward with the solicitation process to find different ways to manage the airport parking operations

Financial Report

Ms. Stone provided a brief update of the Financial Report for July 2009 and year to date activity.

PASSENGER ACTIVITY REPORT

Chris Matney, Director of Air Service Development, provided a brief update on air service and passenger activity for August 2009 and year to date.

OTHER BUSINESS

Vice President Johnson recognized the representatives of civil engineering firm of Jacobi, Toombs & Lanz, Inc. and thanked them for the sponsorship of the refreshments provided in today's meeting.

ADJOURN

There being no further business, the meeting was adjourned at 9:35 a.m.

INDIANAPOLIS AIRPORT AUTHORITY*

Lacy M. Johnson, Vice President

Alfred R. Bennett, Secretary

Date: _____

*Signed under authority of IAA Board Resolution 10-2009



Indianapolis Airport Authority

BOARD MEMORANDUM

To: IAA Board of Directors
From: Marsha Stone, Chief Financial Officer
Date: October 7, 2009
Board Date: October 16, 2009
Subject: Introduction of General Ordinance No. 4-2009

The Authority staff is asking the Board to introduce General Ordinance No. 4-2009 (the "Ordinance"), a supplemental ordinance authorizing the Airport Authority to issue Airport Revenue Bonds, Series 2009. The Ordinance is a supplement to the Authority's master ordinance, initially adopted in 2002. The 2009 bonds are a part of the Authority's plan of finance to fund the approved capital program. The Authority has previously issued six (6) series of bonds under the master ordinance. The Ordinance will permit the Authority to issue new money and refunding bonds.

The schedule for the 2009 bond issue includes:

Presentations to rating agencies	Week of November 9 th or 16 th
Finance & Audit Committee Meeting to review Plan of Finance	November 10 th
Adoption of General Ordinance 4-2009	November 20 th
Bond pricing	Week of December 14 th
Closing	Week of December 28 th

At the final hearing for adoption of the Ordinance at the November 2009 Board meeting, the Authority staff will present a summary of the anticipated financing.

GENERAL ORDINANCE NO. 4-2009

**A Supplemental Ordinance of the Indianapolis Airport Authority,
authorizing the issuance and sale of one or more series of additional
revenue bonds of said Authority to be designated "Indianapolis
Airport Authority Airport Revenue Bonds, Series 2009,"
to provide for the costs of refunding and modifying a portion of the
Authority's outstanding debt, to provide for the costs of
improvements, to safeguard the rights of the bondholders and
other matters related thereto**

TABLE OF CONTENTS

	Page
ARTICLE I. AUTHORITY AND DEFINITIONS	3
Section 1.1. Supplemental Ordinance.....	3
Section 1.2. Definitions	3
ARTICLE II. TERMS OF THE 2009 BONDS	7
Section 2.1. Name, Amount, Purpose, Authorization	7
Section 2.2. Date and Denomination	7
Section 2.3. Manner of Payment, Characteristics, Execution and Authentication	7
Section 2.4. Ownership.....	7
Section 2.5. Registration, Transfer and Exchange.....	8
Section 2.6. Cancellation	9
Section 2.7. Replacement Bonds	9
Section 2.8. Paying Agent and Registrar, Appointment and Acceptance of Duties.....	10
ARTICLE III. FORM OF 2009 BONDS AND CERTIFICATES	11
Section 3.1. Form of 2009 Bonds.....	11
ARTICLE IV. PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE 2009 BONDS.....	12
Section 4.1. Sale of the 2009 Bonds.....	12
Section 4.2. Approval, Registration and Initial Delivery	13
Section 4.3. Offering Documents	14
Section 4.4. Application of Proceeds of 2009 Bonds and Other Funds	14
Section 4.5. No Arbitrage	15
Section 4.6. TEFRA Hearings	15
Section 4.7. Tax Covenants	15
Section 4.8. 2009A Construction Fund	19
Section 4.9. 2009A Capitalized Interest Account.....	20
Section 4.10. Redemption.....	20
Section 4.11. Notice of Redemption.....	21
Section 4.12. Revenue Bond Reserve Fund	21
ARTICLE V. INSURANCE AND RATING AGENCY ASSURANCES.....	23
Section 5.1. Additional Provisions	23

ARTICLE VI. MISCELLANEOUS.....24

 Section 6.1. Construction and Severability24

 Section 6.2. Consent to Amendments of Master Ordinance.....24

 Section 6.3. Payment of Commercial Paper and Refunded Bonds24

 Section 6.4. Investment of Net Proceeds.....24

 Section 6.5. Repealer24

 Section 6.6. Effective Date.....24

EXHIBITS

- Exhibit A: Authorized Use of Net Proceeds
- Exhibit B: Form of 2009 Bonds

GENERAL ORDINANCE NO. 4-2009

A Supplemental Ordinance of the Indianapolis Airport Authority, authorizing the issuance and sale of one or more series of additional revenue bonds of said Authority to be designated "Indianapolis Airport Authority Airport Revenue Bonds, Series 2009," to provide for the costs of refunding and modifying a portion of the Authority's outstanding debt, to provide for the costs of improvements, to safeguard the rights of the bondholders and other matters related thereto

WHEREAS, the City Council of the City of Indianapolis did on May 1, 1961, adopt Special Ordinance No. 11-1961, authorizing the establishment of said airport authority district, which ordinance was duly approved by the Mayor of said City on May 2, 1961; and

WHEREAS, the Marion County Council did on June 8, 1961, and July 7, 1961, adopt its resolutions authorizing the establishment of said district; and

WHEREAS, the members of the board (the "Board") of the Indianapolis Airport Authority (the "Authority") were duly appointed and met in its initial organization meeting on January 1, 1962; and

WHEREAS, the Authority has continued to exist and is now governed by and operates pursuant to the recodified statutes set forth in IC 8-22-3, as amended (the "Act"), as a separate and distinct municipal corporation with authority to own and operate public airports; and

WHEREAS, the Board adopted General Ordinance No. 4-2002 on December 20, 2002, which amended and restated General Ordinance No. 6-1985, adopted on November 4, 1985, to authorize the issuance of Revenue Bonds (as defined therein) by supplement thereto, and subsequently adopted General Ordinance No. 7-2005 and General Ordinance No. 1-2008 to amend General Ordinance No. 4-2002 (as amended, the "Master Ordinance"); and

WHEREAS, the Master Ordinance provides that the Board may, from time to time, adopt ordinances to supplement and amend the Master Ordinance and authorize the issuance of additional Revenue Bonds (as defined herein); and

WHEREAS, the Board has determined that it may be necessary and desirable to currently refund all or a portion of the Outstanding Commercial Paper, the Prior AMT Bonds (as defined herein), and the 2003 Bonds (as defined herein) and to fund additional capital projects by the issuance of one or more series of additional Revenue Bonds pursuant to the Act and the Master Ordinance; and

WHEREAS, the Board wishes to delegate to any Authorized Airport Representative (as defined in the Master Ordinance) the power to approve the issuance of the 2009 Bonds (as defined herein) pursuant to this Supplemental Ordinance (the "Supplemental Bond Ordinance")

and other related documents and agreements, and to approve and enter into a termination, postponement, modification, adjustment or amendment of the Swaps (as defined herein); and

WHEREAS, the Board has determined that if a net savings is expected to result, an Authorized Airport Representative shall solicit and purchase bond insurance or other credit enhancement for the 2009 Bonds and to enter into one or more agreements or certificates with such insurers or credit providers deemed necessary by such Authorized Airport Representative.

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

ARTICLE I.

AUTHORITY AND DEFINITIONS

Section 1.1. Supplemental Ordinance. This Supplemental Bond Ordinance (the "Supplemental Bond Ordinance") is supplemental to, and is adopted in accordance with, Sections 5.01 and 9.02(f) of the Master Ordinance.

Section 1.2. Definitions. All terms which are defined in Article I of the Master Ordinance shall have the same meanings in this Supplemental Bond Ordinance, except as set forth in the following paragraphs with respect to the 2009 Bonds:

"2003 Bonds" means the term bonds maturing January 1, 2027 and January 1, 2033 and currently outstanding in the amount of \$36,660,000 as a part of the Indianapolis Airport Authority Airport Revenue Bonds, Series 2003A, currently outstanding in the amount of \$99,985,000.

"2004A Bonds" means the Indianapolis Airport Authority Airport Revenue Bonds, Series 2004A.

"2005A Bonds" means the Indianapolis Airport Authority Airport Revenue Bonds, Series 2005A.

"2006A Bonds" means the Indianapolis Airport Authority Airport Revenue Bonds, Series 2006A.

"2009 Account" means the 2009 Account of the Revenue Bond Reserve Fund created in Section 4.12 hereof.

"2009 Bonds" means, collectively, one or more series of the 2009 Bonds described in Article II hereof.

"2009 Debt Service Reserve Requirement" means the least of (i) 10% of the original stated principal amount of the Secured Bonds, (ii) the maximum annual debt service on the Secured Bonds, or (iii) 125% of the average annual principal and interest requirements on the Secured Bonds. **[common reserve?]**

"2009 Net Proceeds" means, collectively, the Net Proceeds of the 2009 Bonds, including the 2009A Net Proceeds.

"2009 Policy" means any bond insurance policy or policies purchased by the Authority for the 2009 Bonds.

"2009A Bonds" means the Indianapolis Airport Authority Airport Revenue Bonds, Series 2009A, authorized by this Supplemental Ordinance.

"2009A Capitalized Interest Account" means the 2009A Capitalized Interest Account of the Revenue Bond Interest and Principal Fund created in Section 4.9 hereof.

"2009A Construction Fund" means the fund by such name established pursuant to Section 4.8 hereof.

"2009A Net Proceeds" means the proceeds of the 2009A Bonds, less an amount deposited in the 2009A Account of the Revenue Bond Reserve Fund from the proceeds of the 2009A Bonds.

"2009A Projects" means the portion of the Capital Improvement Program financed with the proceeds of the 2009A Bonds.

"Capital Improvement Program" means the planned Capital Improvements through 2014, including, among other things, the 2009A Projects, expected to be made at the Airport, as shown on Exhibit A hereto, as annually updated and revised.

"Defeasance Obligations" means, when used with respect to this Supplemental Bond Ordinance, (i) direct obligations of the United States of America (including obligations issued or held in book-entry form), (ii) obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, (iii) certificates which evidence ownership of the right to the payment of the principal of or interest on obligations described in clauses (i) and (ii) provided that such obligations are held in the custody of a bank or trust company satisfactory to the Trustee in a special account separate from the general assets of such custodian, (iv) municipal obligations the timely payment of the principal of and interest on which is fully provided for by the deposit in trust or escrow of cash or obligations described in clauses (i), (ii) or (iii); and (v) obligations of, or unconditionally guaranteed as to payment of principal and interest by, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Bank, Federal Banks for Corporations, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation, or of any other agency or corporation which has been or is hereafter created pursuant to an act of the Congress of the United States as an agency or instrumentality thereof, which obligations are not redeemable prior to maturity other than at the option of the holder thereof.

"Interest Payment Date" means January 1 and July 1 of each year, beginning July 1, 2010.

"Outstanding Commercial Paper" means the \$25,000,000 of Subordinate Commercial Paper, Series 1999 issued on May 6, 2009, which is Outstanding at the time of issuance of the 2009 Bonds, a portion of which may be paid at

maturity (but within ninety (90) days after the date of closing on the 2009 Bonds) from a portion of the proceeds of the 2009 Bonds.

"Owner" means, for purposes of the 2009 Bonds, initially, the Underwriters and any subsequent holder thereof.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A. (as successor in interest to Bank One Trust Company, National Association), and its successors and assigns as paying agent for the 2009 Bonds.

"Prior AMT Bonds" means the 2004A Bonds currently outstanding in the amount of \$209,085,000, the 2005A Bonds currently outstanding in the amount of \$197,385,000 and the 2006A Bonds currently outstanding in the amount of \$381,080,000.

"Prior Projects" means the Capital Improvements made to the Airport System from the proceeds of any of the Refunded Bonds.

"Project Costs" means those Projects Costs defined in Section 1.01 of the Master Ordinance, except that Project Costs shall include, to the extent provided from moneys in the 2009A Capitalized Interest Account of the Revenue Bond Interest and Principal Fund, interest on the 2009A Bonds until the projects such Revenue Bonds finance are completed.

"Purchase Agreement" means the Bond Purchase Agreement entered into with regard to the 2009 Bonds by and between the Authority and the Underwriters.

"Record Date" means the June 15 and December 15 prior to any Interest Payment Date.

"Redemption Notice Information" means information in a written and dated notice from the Registrar which (a) identifies the 2009 Bonds to be redeemed by the name of the issue (including the name of the issuer and any series designation), CUSIP number, if any, date of issue, interest rate, maturity date and any other descriptive information the Registrar deems desirable to accurately identify the 2009 Bonds to be redeemed and, if only a portion of the 2009 Bonds will be redeemed, the certificate numbers and the principal amount of those 2009 Bonds to be redeemed, (b) identifies the date on which the notice is given and the date on which the 2009 Bonds will be redeemed, (c) states the price at which the 2009 Bonds will be redeemed, (d) states that the interest on the 2009 Bonds or the portions of them called for redemption will stop accruing from the redemption date if funds sufficient for their redemption and available for that purpose are on deposit with the Trustee on the redemption date, (e) states that payment for the 2009 Bonds will be made on the redemption date at the principal trust office of the Paying Agent during normal business hours upon the surrender of the 2009 Bonds to be redeemed in whole or in part, (f) identifies by name and phone

number of a representative of the Registrar who may be contacted for more information, and (g) if such notice is a conditional notice, states that if the necessary moneys are not received by the Trustee on or prior to the redemption date, such notice shall be cancelled.

"Refunded Bonds" means the portion of the 2003 Bonds, the portion of the Outstanding Commercial Paper and the portion of the Prior AMT Bonds refunded with the 2009 Bonds.

"Registrar" means The Bank of New York Mellon Trust Company, N.A. (as successor in interest to Bank One Trust Company, National Association), and its successors and assigns as registrar for the 2009 Bonds.

"Secured Bonds" means any series of Revenue Bonds that are secured by the 2009 Account of the Revenue Bond Reserve Fund, including the 2009 Bonds and any additional Revenue Bonds which the Authority elects to include therein.

"Undertaking" means the Continuing Disclosure Undertaking Agreement executed by the Authority with respect to the 2009 Bonds.

"Underwriters" means _____, as representative of the underwriters of the 2009 Bonds.

[End of Article I]

ARTICLE II.

TERMS OF THE 2009 BONDS

Section 2.1. Name, Amount, Purpose, Authorization. The additional Revenue Bonds authorized by this Supplemental Bond Ordinance shall be issued in one or more series designated "INDIANAPOLIS AIRPORT AUTHORITY AIRPORT REVENUE BONDS, SERIES 2009" (the "2009 Bonds"), with each separate series designated by distinct letter designation, each series to be issued in fully registered form and in a combined aggregate principal amount not to exceed _____ Million Dollars (\$ _____) with an amount not to exceed _____ of 2009 Bonds issued for the 2009A Projects and the remainder issued to refund the Refunded Bonds, as elected by the Authorized Airport Representative, are for the purposes set forth in Section 4.4 hereof, all under and pursuant to the authority of the Act, the Master Ordinance, this Supplemental Bond Ordinance and all other applicable law.

Section 2.2. Date and Denomination. The 2009 Bonds shall be originally dated the date of delivery, shall be issued in denominations of \$5,000 and integral multiples thereof, and numbered from 09_R-1 upward with the series designation specified. Any 2009 Bonds delivered on transfer of or in exchange for other 2009 Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the 2009 Bonds in lieu of which they are delivered.

Section 2.3. Manner of Payment, Characteristics, Execution and Authentication. The 2009 Bonds shall be payable, shall have the characteristics, shall be executed, attested, sealed, and shall be authenticated, all as provided and in the manner indicated in the form set forth in Exhibit B to this Supplemental Bond Ordinance. Specifically, interest on the 2009 Bonds is payable on each Interest Payment Date until the maturity or redemption date of such bond or until the Authority's obligation with respect to such bond has been satisfied. Interest on a 2009 Bond is payable from the Interest Payment Date next preceding the date of authentication thereof, except: (i) if the 2009 Bond is authenticated prior to June 15, 2010, then interest is payable from the initial issue date; (ii) if the 2009 Bond is authenticated during the period between a Record Date and the Interest Payment Date with respect thereto, then interest is payable from such Interest Payment Date; or (iii) if the payment on the 2009 Bond is in default, then interest is payable from the date to which interest has been paid in full. Interest on any 2009 Bonds shall be payable by check or draft mailed by the Paying Agent to the Owner of record as of the Record Date as shown on the books of registration kept by the Registrar.

If any officer of the Authority whose manual or facsimile signature shall appear on the 2009 Bonds, as provided in the form of 2009 Bonds, shall cease to be such officer before the authentication of the 2009 Bonds or before the delivery of the 2009 Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 2.4. Ownership. The Authority, Trustee, Registrar and Paying Agent and any other person may treat the person in whose name any 2009 Bond is registered as the absolute

owner of such 2009 Bond for the purposes of making and receiving payment of the principal thereof and premium, if any, thereon, and for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such 2009 Bond is overdue, and neither the Authority, the Trustee, the Registrar nor the Paying Agent shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any 2009 Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the Authority, Trustee, Registrar and Paying Agent upon such 2009 Bond to the extent of the sums paid.

Section 2.5. Registration, Transfer and Exchange. So long as any 2009 Bonds remain outstanding, the Registrar shall keep the register at its designated corporate trust operations office in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of the 2009 Bonds in accordance with the terms of this Supplemental Bond Ordinance.

Each 2009 Bond shall be transferable only upon the presentation and surrender thereof at the designated corporate trust operations office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any 2009 Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within a reasonable time after such presentation, a new 2009 Bond or 2009 Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the 2009 Bond or 2009 Bonds so presented.

All 2009 Bonds shall be exchangeable upon the presentation and surrender thereof at the designated corporate trust operations office of the Registrar for a 2009 Bond or 2009 Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the 2009 Bond or 2009 Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchanged 2009 Bonds in accordance with the provisions of this Section. Each 2009 Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Supplemental Bond Ordinance to the same extent as the 2009 Bond or 2009 Bonds in lieu of which such 2009 Bond is delivered.

The Authority or the Registrar may require the Owner of any 2009 Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such 2009 Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the Authority.

The Registrar shall not be required to transfer or exchange any 2009 Bond during any period between the Record Date and the next Interest Payment Date, during the fifteen (15) days prior to the mailing of any notice of redemption, or subsequent to the mailing of any notice of redemption of such Bond by the Registrar.

If an Authorized Airport Representative determines, in the future, that it is beneficial to have the 2009 Bonds held by a central depository system and have transfers of the 2009 Bonds

effected by book-entry in the books of the central depository system, the Authority hereby authorizes such Authorized Airport Representative to take any actions necessary to effect such change.

Section 2.6. Cancellation. All 2009 Bonds paid or redeemed in accordance with this Supplemental Bond Ordinance, and all 2009 Bonds or replacement 2009 Bonds authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Registrar shall periodically furnish the Authority with certificates of destruction for such 2009 Bonds.

Section 2.7. Replacement Bonds. Upon the presentation and surrender to the Registrar of a mutilated 2009 Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement 2009 Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The Authority or the Registrar may require the Owner of such 2009 Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar.

If any 2009 Bond is lost, apparently destroyed or wrongfully taken, the Authority, pursuant to the applicable laws of the State of Indiana and in the absence of notice or knowledge that such 2009 Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement 2009 Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner thereof shall have:

- (a) furnished to the Authority and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such 2009 Bond;
- (b) furnished to the Authority and the Registrar such security or indemnity as may be required by the Registrar and the Authority to save them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the Authority, the Paying Agent, the Trustee and the Registrar.

If, after the delivery of such replacement 2009 Bond, a bona fide purchaser of the original 2009 Bond in lieu of which such replacement 2009 Bond was issued presents for payment such original 2009 Bond, the Authority, the Paying Agent and the Registrar shall be entitled to recover such replacement 2009 Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and the Authority, the Paying Agent and the Registrar shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Authority, the Paying Agent or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken 2009 Bond has become or is about to become due and payable, the Authority in its discretion may, instead of issuing a replacement 2009 Bond, authorize the Paying Agent to pay such 2009 Bond.

Each replacement 2009 Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Supplemental Bond Ordinance to the same extent as the 2009 Bond in lieu of which such replacement 2009 Bond is delivered.

Section 2.8. Paying Agent and Registrar, Appointment and Acceptance of Duties. The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, is hereby appointed as Registrar and Paying Agent for the 2009 Bonds. The Bank of New York Mellon Trust Company, N.A., shall signify its acceptance of the duties and obligations imposed upon it by the Master Ordinance and this Supplemental Bond Ordinance by executing and delivering a written acceptance thereof to the Authority and the Trustee.

[End of Article II]

ARTICLE III.

FORM OF 2009 BONDS AND CERTIFICATES

Section 3.1. Form of 2009 Bonds. The 2009 Bonds shall be in substantially the forms attached hereto as Exhibit B, with such additions, deletions and variations as may be necessary or desirable and permitted by this Supplemental Bond Ordinance. The 2009 Bonds shall contain a recital that they are issued under IC 8-22-3.

[End of Article III]

ARTICLE IV.

PROVISIONS CONCERNING SALE AND APPLICATION
OF PROCEEDS OF THE 2009 BONDS

Section 4.1. Sale of the 2009 Bonds.

(a) Sale of the 2009 Bonds shall be made to the Underwriter at a price of not less than 95% of the principal amount thereof as set forth in the Purchase Agreement. The amount paid by the Underwriter will also be net of an amount equal to the underwriter's discount for the 2009 Bonds and the premium paid for the 2009 Policy, if any. The costs of issuance of the 2009 Bonds and the cost of securing the 2009 Policy, if any, will be allocated ratably among the various series of 2009 Bonds and the costs of issuance for the 2009 Bonds paid from the 2009 Net Proceeds will not exceed 2% of the principal amount of the 2009 Bonds.

(b) The 2009 Bonds shall bear interest payable on each January 1 and July 1, commencing July 1, 2010, shall mature no later than January 1, 2049, and shall be subject to mandatory sinking fund redemption if term bonds are issued, on the dates and in the amounts set forth in the Purchase Agreement.

(c) An Authorized Airport Representative is authorized to approve the sale of the 2009 Bonds, subject to the following:

(i) the principal amount of the 2009 Bonds shall be in an amount not to exceed \$ _____ as determined by such Authorized Airport Representative and may be used to (A) pay all or a portion of the Outstanding Commercial Paper, the Prior AMT Bonds, and the 2003 Bonds, (B) finance costs of issuing the 2009 Bonds, (C) fund the 2009A Capitalized Interest Account of the Revenue Bond Interest and Principal Fund, (D) fund the 2009 Account of the Revenue Bond Reserve Fund so that the combined amounts therein equal the 2009 Debt Service Reserve Requirement, and (E) fund up to _____ of the costs of the 2009A Projects with the remaining available proceeds; and

(ii) the combined yield on the 2009 Bonds, taking into account the amount paid for the 2009 Policy, if any, shall not exceed 6.5%

(d) The President or Vice President of the Authority is hereby authorized and directed to sign the Final Official Statement (as defined herein). The President or Vice President and the Secretary or Assistant Secretary are hereby authorized and directed to sign the 2009 Bonds and any one of them is authorized to enter into and execute the Purchase Agreement, the Undertaking, and any ancillary certificates or agreements for the 2009 Bonds on behalf of the Authority, each in substantially the form contemplated hereby, with such changes as may be deemed appropriate by an Authorized Airport Representative, the execution of such documents constituting conclusive evidence of the approval of such changes. An Authorized Airport Representative shall approve the

amount and final pricing of the 2009 Bonds, the selection of sinking fund redemptions and all other terms and conditions for the sale and issuance of the 2009 Bonds by his or her approval of the Purchase Agreement. The signatures of the President and Secretary on the 2009 Bonds may be facsimiles.

(e) Each Authorized Airport Representative is authorized to evaluate financial conditions in issuing the 2009 Bonds and to structure the 2009 Bonds and related transactions to include, without limitation, the refunding of a portion of the 2003 Bonds and the Outstanding Commercial Paper, and a tender for and refunding of the Prior AMT Bonds. Each Authorized Airport Representative, individually, is hereby authorized to execute any documents required to effect such actions.

Section 4.2. Approval, Registration and Initial Delivery. Any Authorized Airport Representative is hereby authorized to have control and custody of the 2009 Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and other officers, employees and agents of the Authority are hereby authorized and instructed to make such certifications and to execute such instruments as may be necessary to accomplish the initial delivery of the 2009 Bonds. The Registrar is hereby authorized to manually authenticate said 2009 Bonds and any Authorized Airport Representative is authorized to deliver said 2009 Bonds to the Underwriters upon payment therefor. The 2009 Bonds shall not be issued, however, unless:

(a) No Default. An Authorized Airport Representative certifies that, upon the issuance of the 2009 Bonds, the Authority will not be in default under any term or provision of any Revenue Bonds then Outstanding or any ordinance pursuant to which any of such Revenue Bonds were issued.

(b) Proper Fund Balances. An Authorized Airport Representative certifies that, upon the issuance of the 2009 Bonds, the Revenue Bond Interest and Principal Fund will have the required amounts on deposit therein and that the 2009 Account of the Revenue Bond Reserve Fund will have on deposit an amount equal to the 2009 Debt Service Reserve Requirement, or so much thereof as is required to be funded at such time.

(c) Historical Coverage on Outstanding Bonds. An Authorized Airport Representative certifies that, for either the Authority's most recent complete Fiscal Year or for any consecutive 12 out of the most recent 18 months, the Net Revenues of the Airport System, together with moneys in the Coverage Fund (as of the last day of such period), were equal to at least 125% of the Debt Service Requirement for all Revenue Bonds for such period (without taking into account the Debt Service Requirement for the 2009 Bonds).

(d) Projected Coverage for the 2009 Bonds. An Authorized Airport Representative shall submit to the Trustee a certification that, for either the Authority's most recent Fiscal Year or for any consecutive twelve (12) months out of the most recent eighteen (18) months, the Net Revenues of the Airport System, together with moneys in

the Coverage Fund, were equal to at least 125% of the maximum Debt Service Requirement of the 2009 Bonds in any future Fiscal year.

Section 4.3. Offering Documents. The Authority hereby ratifies the preparation and authorizes the distribution by the Underwriter of the preliminary official statement pertaining to the 2009 Bonds (the "Preliminary Official Statement"). The Preliminary Official Statement is hereby authorized to be deemed and determined by an Authorized Airport Representative, on behalf of the Authority, as of its date, to constitute the "final" official statement with respect to the 2009 Bonds to be offered thereby, subject to completion as permitted and approved by the Underwriters pursuant to the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "SEC Rule"), and authorized and approved to be placed into final form and distributed and delivered by the Underwriters to purchasers and potential purchasers of the 2009 Bonds offered thereby as the final official statement of the Authority, as of the date thereof (the "Final Official Statement"), with respect to the 2009 Bonds. The Authority also hereby approves the offering documents to be used in connection with the tender process related to the Prior AMT Bonds in the form substantially similar to the Preliminary Official Statement, with such changes as may be approved by an Authorized Airport Representative.

Section 4.4. Application of Proceeds of 2009 Bonds and Other Funds. Proceeds from the sale of the 2009 Bonds shall, promptly upon receipt by the Authority, be applied as follows:

(a) An amount, if any, determined by an Authorized Airport Representative shall be deposited with the Trustee which shall be sufficient to pay all or a portion of the Outstanding Commercial Paper within ninety (90) days of the closing date for the 2009 Bonds; and

(b) An amount, if any, determined by an Authorized Airport Representative shall be deposited with the Trustee which shall be sufficient to pay all or a portion of the 2003 Bonds within ninety (90) days of the closing date for the 2009 Bonds; and

(c) An amount, if any, determined by an Authorized Airport Representative shall be deposited with the Trustee which shall be sufficient to pay all or a portion of the Prior AMT Bonds within ninety (90) days of the closing date for the 2009 Bonds; and

(d) Amounts determined by an Authorized Airport Representative shall be deposited into the 2009 Account from the proceeds of the 2009 Bonds to cause the combined amounts on deposit in the 2009 Account to equal the 2009 Debt Service Reserve Requirement, or so much thereof as is required to be deposited on such date; and

(e) An amount determined by an Authorized Airport Representative shall be deposited into the 2009A Capitalized Interest Account from proceeds of the 2009A Bonds which shall be applied in accordance with Section 4.9 hereof; and

(f) The remaining proceeds of the 2009 Bonds shall be deposited in the 2009A Construction Fund created by the Authority and held by the Trustee in accordance with Section 4.8 hereof.

Section 4.5. No Arbitrage. The Authority certifies that based upon all facts and estimates now known or reasonably expected to be in existence on the date the 2009 Bonds are delivered and paid for, the Authority reasonably expects that the proceeds of the 2009 Bonds will not be used in a manner that would cause any 2009 Bond to be an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended and existing on the date of issuance of the 2009 Bonds (the "Code"). Furthermore, all officers, employees and agents of the Authority are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Authority as of the date the 2009 Bonds are delivered and paid for. In particular, all or any officers of the Authority are authorized to certify for the Authority the facts and circumstances and reasonable expectations of the Authority on the date the 2009 Bonds are delivered and paid for regarding the amount and use of the proceeds thereof. Moreover, the Authority covenants that it shall make such use of the proceeds of the 2009 Bonds, regulate investments of proceeds thereof and take such other and further actions as may be required so that the 2009 Bonds shall not be "arbitrage bonds" under Section 148 of the Code and regulations prescribed from time to time thereunder.

Section 4.6. TEFRA Hearings. The Authority conducted a public hearing (a "TEFRA hearing") on the date of adoption hereof, and requisite notice of the TEFRA hearing was published no less than 14 days before such TEFRA hearing in newspapers of general circulation available to residents of Hamilton County, Hancock County, Hendricks County and Marion County, Indiana. The Authority conducted the TEFRA hearing in a manner that provided a reasonable opportunity for persons with differing views on the issuance of the 2009 Bonds to be heard and public approval for the issuance of the 2009 Bonds to be procured, all as required by Section 147(f) of the Code.

Section 4.7. Tax Covenants. In order to preserve the exclusion from gross income of the interest on the 2009 Bonds under Section 103 of the Code as required by Section 6.09 of the Master Ordinance, the Authority hereby certifies and covenants as follows:

(a) Certain proceeds of the 2009 Bonds may be used to pay the Refunded Bonds (the "Refunding Proceeds"). All remaining proceeds of the 2009 Bonds are herein referred to as the "New Money Proceeds." All Refunding Proceeds, if any, will be used to refund the Refunded Bonds. To the extent that there are any Refunding Proceeds, at least 95% of the proceeds of such Refunded Bonds were used to finance the Prior Projects. At least 95% of the New Money Proceeds, including interest earned thereon, less an allocable portion of the 2009 Debt Service Reserve Requirement deposited pursuant to Section 4.4(b) hereof will be used to pay Project Costs of the 2009A Projects. Each 2009A Project and, to the extent that there are any Refunding Proceeds, each Prior Project constitutes a facility which is directly related and essential to:

- (i) Servicing aircraft or enabling aircraft to take off and land; or
- (ii) Transferring passengers or cargo to or from aircraft,

or which constitute facilities which are functionally related and subordinate to the Airport System. A facility (or part thereof) is functionally related and subordinate to the Airport

System if (i) it is of a size and character commensurate with the size and character of the Airport System, and (ii) it is located at or adjacent to an airport within the Airport System. Unimproved land (including agricultural land) that is adjacent to any airport in the Airport System and that is impaired by a significant level of airport noise is functionally related and subordinate to the Airport System if after its acquisition that land will not be converted to a use that is incompatible with the level of airport noise. Adjacent land with existing improvements also may be functionally related and subordinate to the Airport System by reason of impairment of a significant level of airport noise but only if the use of such land before its acquisition was incompatible with the airport noise level, its use after the acquisition is to be compatible with the level of airport noise, and the post-acquisition use will be essentially different from the pre-acquisition use. However, notwithstanding the foregoing, an interest in such improved land acquired solely to mitigate damages attributable to Airport System noise is treated as functionally related and subordinate to the Airport System.

(b) (i) Each 2009A Project and each Prior Project is owned by the Authority for federal income tax purposes. Except as described in paragraphs (ii) and (iii) below, none of the Prior Projects and none of the 2009A Projects are or will be leased to or managed by any person other than the Authority.

(ii) Certain of the Prior Projects and the 2009A Projects may be leased by the Authority or otherwise used in the trade or business of a party other than the Authority under: (i) an Agreement and Lease of Premises at Indianapolis International Airport (or any other such agreement as may be in effect from time to time) with the Authority and each respective airline (collectively, the "Airline Agreements"), pursuant to which the Authority is the owner of such Prior Projects and 2009A Projects for federal income tax purposes; or (ii) a lease (A) which has a lease term (as defined in Section 168(i)(3) of the Code) which will not be more than 80% of the reasonably expected economic life (as defined in Section 147(b) of the Code) of such respective Prior Projects and 2009A Projects to which such lease relates, (B) pursuant to which the lessee has no option to purchase such Prior Projects and 2009A Projects, and (C) pursuant to which the lessee shall make an irrevocable election (binding upon it and all successors in interest) not to claim depreciation or investment credit with respect to such Prior Projects and 2009A Projects; or (iii) any other agreement or lease which in the opinion of nationally recognized bond counsel does not adversely affect the exclusion from gross income of the interest on the 2009 Bonds for federal income tax purposes.

(c) At least 95% of the proceeds of the proceeds of the Refunded Bonds and 95% of the New Money Proceeds were or will be spent on the Prior Projects or the 2009A Projects which do not constitute:

(i) A lodging facility;

(ii) A retail facility (including food and beverage facilities) in excess of a size necessary to serve passengers and employees at the Airport;

(iii)A retail facility (other than parking) for passengers or the general public located outside of the airport terminals; or

(iv) Any office building for individuals who are not employees of a governmental unit or of the operating authority for the Airport.

(v) An industrial park or manufacturing facility.

(d) Each Prior Project and each 2009A Project serves or is available on a regular basis for general public use, as contrasted with a facility which is constructed for the exclusive use of a limited number of persons in their trades or businesses. A facility will so qualify even if it is owned by, or leased to or permanently assigned to, a person other than the Authority, provided that such person directly serves the general public, such as a common passenger carrier or freight carrier. None of the Prior Projects or the 2009A Projects will, by reason of a formal or informal agreement or by reason of geographic location, not be available for general public use.

(e) (i) (A) On December 20, 2002, October 20, 2004, September 23, 2005, May 19, 2006 and May 2, 2008, the Authority adopted General Ordinance No. 3-2002, General Ordinance No. 4-2004, General Ordinance No. 8-2005, General Ordinance No. 3-2006 and General Ordinance No. 2-2008, authorizing the issuance of the 2003 Bonds, the 2004A Bonds, the 2005A Bonds, the 2006A Bonds and the 2008A Bonds, respectively, and on June 6, 2008, October 3, 2008, November 21, 2008, and March 20, 2009, the Authority adopted General Ordinance No. 7-2008 authorizing the issuance of the Outstanding Commercial Paper, and all such ordinances constitute Notices of Intent under Section 1.150-2 of the Regulations (the "Prior Official Actions").

(B) No reimbursement to the Authority was made from the proceeds of the Refunded Bonds or the Outstanding Commercial Paper for any expenditure(s) paid by the Authority prior to the applicable Prior Official Action for such series of Refunded Bonds and Outstanding Commercial Paper.

(ii) The original use of each of the 2009A Projects is not expected to commence prior to the issue date of the 2009A Bonds. The Authority, by adoption of this Supplemental Bond Ordinance (which shall constitute Notice of Intent under Section 1.150-2 of the Regulations) approves each of the 2009A Projects and such date of adoption is not more than sixty (60) days after the time that moneys were expended for the purposes of the 2009A Projects. Prior to the approval of any of the 2009A Projects for which reimbursement is sought from proceeds of the 2009A Bonds, the Authority expected to reimburse itself for such Project Costs from the proceeds of the 2009A Bonds.

(f) The weighted average maturity of the 2009 Bonds shall not exceed 120% of the weighted average reasonably expected remaining economic life of the 2009A

Projects and the Prior Projects computed in the manner prescribed by Section 147(b) of the Code.

(g) No more than 25% of the net proceeds of the Refunded Bonds refunded by the 2009 Bonds were used and no more than 25% of the Net Proceeds of the 2009 Bonds will be used (directly or indirectly) for the acquisition of land (or any interest therein) unless:

(i) such land is acquired for noise abatement or wetland preservation, or for future use as an airport; and

(ii) there is no other significant use of such land.

(h) (i) Net proceeds of the Refunded Bonds were used for the acquisition of property (or any interest therein), other than land, only if the first use of such property was by the Authority.

(ii) Net Proceeds of the 2009 Bonds will be used for the acquisition of property (or any interest therein), other than land, only if the first use of such property is by the Authority.

(i) No portion of the proceeds of the Outstanding Commercial Paper and the Refunded Bonds refunded by the 2009 Bonds was used and no portion of the proceeds of the 2009 Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or a store the principal purpose of which is the sale of alcoholic beverages for consumption off the premises.

(j) The issuance costs (excluding costs relating to bond insurance, if any) payable from the 2009 Bonds shall not exceed 2% of the proceeds of the 2009 Bonds.

(k) Each 2009 Bond shall be issued in registered form.

(l) The payment of principal or interest with respect to any 2009 Bond shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality thereof. For purposes of this subparagraph, grants and entitlements received from the federal government and passenger facility charges paid to the Authority shall not constitute a guaranty of the payment of principal or interest with respect to any 2009 Bond by the United States or any agency or instrumentality thereof.

(m) The proceeds of the 2009 Bonds shall not be used in making loans, the payment of the principal or interest with respect to which is to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

(n) The proceeds of the 2009 Bonds shall not be invested (directly or indirectly) in federally insured deposits or accounts except:

(i) proceeds of the 2009 Bonds invested for an initial temporary period until used to finance the 2009A Projects.

(ii) proceeds of the 2009 Bonds, if any, invested for an initial temporary period until used to pay the Outstanding Commercial Paper and the Refunded Bonds.

(iii) investments in a bona fide debt service fund.

(iv) investments in a reasonably required reserve fund within the meaning of Section 148(d) of the Code, or

(v) investments in bonds issued by the United States Treasury.

(o) The proceeds of the 2009 Bonds shall not be used to advance refund any other tax-exempt obligation.

(p) None of the New Money Proceeds will be used to reimburse the Authority for an expenditure paid more than sixty (60) days prior to the date this Supplemental Bond Ordinance is adopted.

(q) The Authority shall file or cause to be filed on or before February 15, 2010, the information return for private activity bonds on Form 8038 with the Internal Revenue Service Center, Ogden, Utah, relating to the 2009 Bonds.

(r) Any Authorized Airport Representative is hereby authorized to execute a definitive tax representation certificate at the closing of the 2009 Bonds pertaining to the representations contained in this Section 4.7.

Section 4.8. 2009A Construction Fund. (a) There is hereby created and established with the Trustee, a construction fund to be designated the "2009A Construction Fund" (the "2009A Construction Fund"). Moneys shall be deposited to the 2009A Construction Fund pursuant to Section 4.4(e), this Section 4.8 and Section 4.9 hereof, as applicable. Additionally, funds held in the 2009A Construction Fund shall be used to pay the costs of issuing the 2009 Bonds. The funds in the 2009A Construction Fund and the investment earnings thereon shall be paid by the Trustee to the Authority to be used for paying the Project Costs of the 2009A Projects and the various costs of issuance upon submission of a requisition by an Authorized Airport Representative.

(b) All moneys remaining in the 2009A Construction Fund after payment or provision for payment has been made for all Project Costs of the 2009A Projects shall be transferred pursuant to Section 4.18 of the Master Ordinance and may be invested as permitted in the Master Ordinance, but the moneys remaining in the 2009A Construction Fund may not be invested (without an opinion of Ice Miller LLP, or another nationally recognized bond counsel selected by the Authority, to the effect that such investment will not adversely affect the exclusion from gross income of the interest on the 2009A Bonds)

in a manner which produces a yield on such investments greater than the yield on the 2009A Bonds, determined in accordance with Section 148 of the Code.

(c) Upon the occurrence of any Event of Default under the Master Ordinance, the Trustee shall apply all moneys in the 2009A Construction Fund in accordance with the provisions of the Master Ordinance.

Section 4.9. 2009A Capitalized Interest Account. There is hereby created and established an account of the Revenue Bond Interest and Principal Fund to be designated the "2009A Capitalized Interest Account" which shall be funded in accordance with Section 4.4(i) hereof. Moneys deposited in the 2009A Capitalized Interest Account pursuant to Section 4.4(e) hereof may be applied to pay interest on the portion of the 2009A Bonds, used to pay for 2009A Project Costs not yet placed in service on each Interest Payment Date to the extent that the Authority directs the Trustee. The Authority covenants to apply such moneys to the payment of interest on such Revenue Bonds only to the extent that such use is permitted by Section 4.7(a) hereof. Whenever the Authority certifies to the Trustee that the use of additional moneys in the 2009A Capitalized Interest Account is not permitted by Section 4.7(a) hereof, all remaining moneys in the 2009A Capitalized Interest Account shall be transferred to the 2009A Construction Fund. Investment earnings earned on amounts held in the 2009A Capitalized Interest Account shall be transferred to the 2009A Construction Fund.

Section 4.10. Redemption.

(a) Optional Redemption. No later than _____, or at any time thereafter, the Authority shall have the option of calling the 2009 Bonds for redemption prior to maturity, in whole or in part, at a price no greater than the principal amount redeemed, plus an amount equal to the accrued interest thereon to the date fixed for redemption, all as more particularly set forth in the Purchase Agreement.

(b) Any 2009 Bonds redeemed pursuant to this Section 4.10 must be delivered by the Owners thereof to the Trustee on the redemption date, and upon the delivery of the applicable redemption price to the Trustee, such amount will be paid to the Owner thereof. Any 2009 Bond required to be delivered on the redemption date and not so delivered will be deemed delivered by the Owner thereof as of such date and, assuming that the redemption price has been delivered to the Trustee, such 2009 Bond will cease to bear interest on such date.

(c) Sinking Fund Redemption. Any Authorized Airport Representative is authorized to sell, on behalf of the Authority, all or part of the 2009 Bonds as term bonds with sinking fund provisions. To the extent that one or more of the 2009 Bonds constitutes a term bond subject to sinking fund redemption (the "Term Bonds") such Term Bonds shall be subject to mandatory redemption prior to maturity in the amounts specified in the Purchase Agreement (subject to reduction as hereinafter provided), on the dates therein stated, at a price equal to the principal amount redeemed plus accrued interest to the date fixed for redemption, subject to the conditions set forth below.

On or before the day which is 45 days prior to the date in which there are mandatory redemption requirements for any Term Bonds, the Registrar shall (i) determine the principal amount of such Term Bonds that must be mandatorily redeemed on such upcoming mandatory redemption date, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, by lot or other customary random method, the Term Bonds or portions of Term Bonds of such maturity to be mandatorily redeemed on such upcoming mandatory redemption date, and (iii) give notice of such redemption as provided below. If there is any optional or extraordinary optional redemption or purchase for cancellation of 2009 Bonds which are Term Bonds, one or more of the sinking fund installments thereafter to become due shall, in any manner which the Authority elects, as evidenced by written instructions delivered to the Trustee (such election to occur prior to the date forty-five (45) days prior to the next sinking fund date for such 2009 Bond), be credited with an amount which is equal to the amount of 2009 Bonds so redeemed or purchased.

Section 4.11. Notice of Redemption. Notice of the call for any redemption shall include the Redemption Notice Information and shall be given by the Registrar by mailing a copy of such notice of redemption by registered or certified mail not less than thirty (30) or more than sixty (60) days prior to the redemption date to the Holder at the address shown on the Registrar's books; provided, however, that failure to give such notice by mailing or a defect in the notice or the mailing as to any 2009 Bonds will not affect the validity of any proceedings for redemption as to any other 2009 Bond for which notice is adequately given.

Upon the happening of the above conditions, the 2009 Bonds, or portions thereof, thus called for redemption shall not bear interest after the applicable redemption date, shall no longer be protected by the Master Ordinance and shall not be deemed to be Outstanding under the provisions of the Master Ordinance. The Paying Agent shall redeem or purchase, in the manner provided in this Section 4.11, such an aggregate principal amount of 2009 Bonds at the principal amount thereof plus accrued interest to the redemption date, and premium, if any, as will exhaust as nearly as practicable such funds. At the direction of the Authority, such funds may be invested in Defeasance Obligations until needed for such redemption. All redemption payments made under this Supplemental Bond Ordinance will be accompanied with the CUSIP numbers of the 2009 Bonds being redeemed and the amount of the redemption payment allocable to each CUSIP number.

Any notice of redemption may provide that, if at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all 2009 Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the date of redemption of such bonds, and that such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption shall be canceled and on such cancellation date notice shall be mailed to the holders of such 2009 Bonds to be redeemed, in the manner provided above.

Section 4.12. Revenue Bond Reserve Fund. The Authority hereby creates the "2009A Account" of the Revenue Bond Reserve Fund and hereby elects to secure the "Secured Bonds",

as well as any additional Revenue Bonds the Authority so elects in the future, on a pro rata basis with the 2009 Bonds with the 2009 Accounts.

An amount necessary to make the funds on deposit in the 2009 Account equal to the 2009 Debt Service Reserve Requirement shall be deposited in the 2009 Account as described in Section 4.4(b) hereof [**Account to be determined**]. In any month in which the 2009 Account contains less than the 2009 Debt Service Reserve Requirement, then, on or before the last business day of such month, after making all required payments and provisions for payment of Operation and Maintenance Expenses and after making all required transfers to the Revenue Bond Interest and Principal Fund, there shall be transferred into the 2009 Account from the Airport System Fund an amount sufficient to reestablish in the 2009 Account the 2009 Debt Service Reserve Requirement. After the 2009 Debt Service Reserve Requirement has been accumulated in the 2009 Account and for so long thereafter as such 2009 Account contains such amount, no further transfers shall be required to be made to the 2009 Account. In the event and to the extent that moneys in the 2009 Account exceed the 2009 Debt Service Reserve Requirement, such excess moneys shall be transferred from such account as the Authority shall direct to the Capital Improvement Fund. Moneys in the 2009 Account shall be used to pay principal of, and interest on, the Secured Bonds on a pro rata basis in the event and to the extent that available funds in the Revenue Bond Interest and Principal Fund are insufficient for such purpose, and such moneys in the 2009 Account may also be used to make the final payments for the retirement or defeasance of any of the Secured Bonds then Outstanding to the extent the amount remaining in the Account exceeds the Debt Service Reserve Requirement for the remaining Secured Bonds.

The Authority may satisfy the 2009 Debt Service Reserve Requirement, by delivery to the Trustee of a surety bond, an insurance policy or a letter of credit with a rating, at the time of deposit to 2009A Account, of at least "___" or its equivalent, in the case of a surety bond, "___" or its equivalent in the case of an insurance policy and "___" or its equivalent in the case of a letter of credit (each, a "Reserve Policy"). The issuer of each Reserve Policy must be rated by each Rating Agency then rating such applicable series of Revenue Bonds or such Rating Agency must consent to the delivery of each such Reserve Policy. The obligation of the Authority to fund the applicable reserve requirement shall be deemed satisfied as of any date to the extent of the then available balance of any Reserve Policy; *provided, however*, that the applicable reserve requirement shall not be satisfied if, on the date of delivery of a Reserve Policy, the rating on any Revenue Bond issued by any Rating Agency would be reduced or withdrawn as a result of the delivery of such Reserve Policy. If a disbursement is made pursuant to a Reserve Policy, the Authority must be obligated (i) to reinstate the maximum limits of such Reserve Policy or (ii) to deposit into the 2009 Account of the Revenue Bond Reserve Fund moneys in an amount equal to the disbursement made under such Reserve Policy, or a combination of such alternatives, as would provide that the 2009 Account of the Revenue Bond Reserve Fund has all of the moneys on deposit as it shall be required to have at such time.

[End of Article IV]

ARTICLE V.

INSURANCE AND RATING AGENCY ASSURANCES

Section 5.1. Additional Provisions. The Authority hereby authorizes any Authorized Airport Representative to solicit bids for providing an insurance policy guaranteeing the 2009 Bonds and authorizes such party to enter into and execute such agreement or agreements with any insurer and, if necessary, the Trustee for purposes of undertaking certain obligations needed to secure an appropriate and desirable insurance fee and rating on the 2009 Bonds. In addition, the President and Secretary are hereby authorized to execute such agreement or agreements as approved by an Authorized Airport Representative.

[End of Article V]

ARTICLE VI.

MISCELLANEOUS

Section 6.1. Construction and Severability. If any section, paragraph, clause or provision of this Supplemental Bond Ordinance shall for any reason be held to be inconsistent with the 2009 Bonds, invalid or unenforceable, the inconsistency, invalidity or unenforceability of such section, paragraph, clause or provision shall not affect the terms of the 2009 Bonds, or any of the remaining provisions of this Supplemental Bond Ordinance.

Section 6.2. Consent to Amendments of Master Ordinance. By purchasing the 2009 Bonds, the Underwriter, as purchaser, and all subsequent purchasers or Owners for themselves and on behalf of all future Owners of the 2009 Bonds, consent to the amendments authorized to be made to the Master Ordinance by General Ordinance No. 1-2008. By agreeing to provide insurance for the 2009 Bonds, the Insurer, if any, of the 2009 Bonds consents to the amendments authorized to be made to the Master Ordinance by General Ordinance No. 1-2008.

Section 6.3. Payment of Commercial Paper and Refunded Bonds. If an Authorized Airport Representative so determines, such Authorized Airport Representative is hereby authorized and directed to direct the Trustee to pay all or a portion of the outstanding principal amount of the Outstanding Commercial Paper and the Refunded Bonds with 2009 Net Proceeds within ninety (90) days of issuing the 2009 Bonds, all in accordance with the Master Ordinance.

Section 6.4. Investment of Net Proceeds. Any Authorized Airport Representative is hereby authorized to bid for, negotiate and enter into an agreement or agreements regarding the investment of the Net Proceeds of the 2009 Bonds.

Section 6.5. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith, are hereby repealed to the extent of such inconsistency.

Section 6.6. Effective Date. This Supplemental Bond Ordinance shall be in full force and effect on the date of its adoption.

[End of Article VI]

Adopted this ____ day of November, 2009.

INDIANAPOLIS AIRPORT AUTHORITY

By: _____
Michael B. Stayton, President

By: _____
Lacy M. Johnson, Vice President

By: _____
Alfred R. Bennett, Secretary

By: _____
Alex M. Azar II, Member

By: _____
Kelly J. Flynn, Member

By: _____
Andrew Miller, Member

By: _____
Randall L. Tobias, Member

By: _____
Jean Wojtowicz, Member

Attest:

APPROVAL OF MAYOR

Pursuant to IC 8-22-3-18.1, and Section 147(f) of the Code, I, as the highest elected public official as defined in Section 147(f) of the Code, hereby approve the issuance of the 2009 Bonds of the Indianapolis Airport Authority in an amount not to exceed \$ _____, with the portion to be expended on 2009A Projects not to exceed _____.

Dated this _____ day of _____, 2009.

Gregory A. Ballard, Mayor,
City of Indianapolis, Indiana

EXHIBIT A

Authorized Use of Net Proceeds

1. Paying all or a portion of the Outstanding Commercial Paper and Refunded Bonds
2. Funding a portion of the Authority's Capital Improvement Program shown on Attachment I.

EXHIBIT B

FORM OF 2009 BOND

(Face of Bond)

United States of America
State of Indiana
County of Marion

Number
09R-___

INDIANAPOLIS AIRPORT AUTHORITY
AIRPORT REVENUE BONDS, SERIES 2009___

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Initial Issue Date</u>
See Schedule I	See Schedule I	_____, 2009

Registered Owner: CEDE & CO.

Principal Amount: \$ _____

The INDIANAPOLIS AIRPORT AUTHORITY, a municipal corporation, situated in Marion and Hendricks Counties, Indiana (the "Authority"), for value received, hereby promises to pay, solely from the revenues hereinafter specified and from no other source, to the Registered Owner identified above or registered assigns, on the Maturity Dates specified in Schedule I to this Bond, the Principal Amount identified above, in installments on each Maturity Date specified in Schedule I to this Bond, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due in the United States of America, and to pay, solely from such revenues, interest on the unpaid Principal Amount at the Interest Rates specified in Schedule I to this Bond, calculated on the basis of a 360-day year composed of twelve 30-day months. Interest on this bond is payable on each January 1 and July 1 (the "Interest Payment Date"), beginning July 1, 2010, until the maturity or redemption date of this bond or until the Authority's obligation with respect to this bond has been satisfied. Interest is payable from the Interest Payment Date next preceding the date of authentication hereof shown below, except: (i) if this bond is authenticated prior to June 15, 2010, then interest is payable from the Initial Issue Date; (ii) if this bond is authenticated during the period between a Record Date (as defined herein) and the Interest Payment Date with respect thereto, then interest is payable from such Interest Payment Date; or (iii) if the payment on this bond is in default, then interest is payable from the date to which interest has been paid in full. Interest on this bond shall be payable by check or draft mailed by the Paying Agent to the Owner

of record as of the previous December 15 and June 15 (the "Record Date") as shown on the books of registration kept by the Registrar.

This 2009__ Bond is one of a duly authorized issue of Bonds titled "Indianapolis Airport Authority Airport Revenue Bonds, Series 2009", aggregating \$_____ in combined principal amount (the "2009 Bonds"), issued as "Indianapolis Airport Authority Airport Revenue Bonds, Series 2009A", aggregating \$_____, "Indianapolis Airport Authority Airport Revenue Bonds, Series 2009B", aggregating \$_____ (the "2009B Bonds"), "Indianapolis Airport Authority Airport Revenue Bonds, Series 2009C", aggregating \$_____ (the "2009C Bonds") and "Indianapolis Airport Authority Airport Revenue Bonds, Series 2009D", aggregating \$_____ (the "2009D Bonds" collectively with the 2009A Bonds, the 2009B Bonds and the 2009C Bonds, the "2009 Bonds"), each issued pursuant to General Ordinance No. 4-2002, as heretofore supplemented and amended, and as further amended by General Ordinance No. 7-2005 and General Ordinance No. 1-2008 and as supplemented by General Ordinance No. 4-2009 (herein collectively the "Ordinance") for the purpose of being applied, together with other lawfully available funds, to provide funds (i) to finance the project costs of various capital improvements of the Authority, (ii) to pay all or a portion of the Outstanding Commercial Paper and the Refunded Bonds (as defined in the Ordinance), (iii) to fund reserves, capitalized interest, bond insurance premiums, if any, and (iv) to pay the costs of issuance of the 2009 Bonds, issued under and pursuant to the authority of Indiana Code, Title 8, Article 22, Chapter 3, as amended. The owner of this bond is referred to, and agrees to, all the terms and provisions of the Ordinance by acceptance of this bond.

This bond and all of the 2009 Bonds are special obligations of the Authority that are equally and ratably payable from and secured by a lien on certain "Net Revenues" of the "Airport System" of the Authority, on a parity with the 2003A Bonds, the 2004A Bonds, the 2005A Bonds, the 2006A Bonds, the 2006B Bonds and the 2008A Bonds, all as defined in the Ordinance, which Net Revenues, are required to be set aside for and pledged to the payment of such Revenue Bonds outstanding under the Ordinance in the Revenue Bond Interest and Principal Fund. The 2009 Bonds are further secured by amounts in a certain account of the Revenue Bond Reserve Fund required to be maintained, on a parity basis, for the payment of the 2009 Bonds, all as more fully described and provided for in the Ordinance. This bond and the issue of which it is a part, together with the interest thereon, are payable solely from such Net Revenues and do not constitute a general indebtedness or general obligation of the Authority. The owner of this bond shall never have the right to demand payment of this bond or the interest thereon out of any funds raised or to be raised by taxation.

The Authority has entered into a Continuing Disclosure Undertaking Agreement dated _____, with The Bank of New York Mellon Trust Company, N.A., as counterparty, with respect to the 2009 Bonds (the "Undertaking"), a copy of which is available from the Trustee and the terms of which are incorporated herein by this reference. The Undertaking contains certain agreements of the Authority to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond accepts and assents to the Undertaking.

This bond shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this bond is authenticated by the Registrar by due execution of the authentication certificate manually endorsed hereon. Such duly executed certificate of authentication shall be conclusive evidence that this bond was delivered by the Registrar under the provisions of the Ordinance.

On January 1, ____, or at any time thereafter the Authority shall have the option of calling all of the 2009__ Bonds maturing on and after January 1, ____, for redemption prior to maturity, in whole or in part, for an amount equal to the accrued interest thereon to the date fixed for redemption, plus a redemption price (expressed as a percentage of the principal amount to be redeemed) as follows:

<u>Redemption Date</u>	<u>Price</u>
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The 2009__ Bonds maturing on January 1, 20__ (the "Term Bonds"), are subject to mandatory redemption prior to maturity in the following amounts (subject to reduction as hereinafter provided), on the following dates, at a price equal to the principal amount redeemed plus accrued interest to the date fixed for redemption, subject to the conditions set forth below:

\$ _____ Term Bonds Maturing in 20__

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
--------------------------------------	-----------------------------

\$

(Final Maturity)

On or before the day which is 45 days prior to the date in which there are mandatory redemption requirements for any Term Bonds, the Registrar shall (i) determine the principal amount of such Term Bonds that must be mandatorily redeemed on January 1 of such year, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, by lot or other customary random method, the Term Bonds or portions of Term Bonds of such maturity to be mandatorily redeemed on January 1 of such year, and (iii) give notice of such redemption as provided below. If there is any optional redemption or purchase for cancellation of 2009__ Bonds which are Term Bonds, one or more of the sinking fund installments thereafter to become due shall, in any manner which the Authority elects in writing delivered to the Trustee (such election to occur prior to the date forty-five (45) days prior to the next sinking fund date for such 2009__ Bond), be credited with an amount which is equal to the amount of 2009__ Bonds so redeemed or purchased.

Principal may be redeemed in part only in integral multiples of \$5,000. If a 2009 Bond subject to redemption is in a denomination larger than \$5,000, a portion of such 2009 Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of 2009 Bonds for redemption, the Registrar shall treat each such 2009 Bond as representing that number of 2009 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such 2009 Bond by \$5,000. Upon surrender of any 2009 Bond for redemption in part, the Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a 2009 Bond of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the 2009 Bonds so surrendered.

Notice of the call for redemption which includes the Redemption Notice Information (as defined in the Ordinance) shall be given by mailing a copy of such notice of redemption by registered or certified mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the Owners of the 2009 Bonds to be redeemed to the address shown on the books of the Registrar; provided, however, that failure to give such notice by mailing or a defect in the notice or the mailing as to any 2009 Bonds will not affect the validity of any proceedings for redemption as to any other 2009 Bond for which notice is adequately given. If any 2009 Bonds have been called for redemption but have not been presented to the Paying Agent for payment within sixty (60) days after the date set for the redemption of the 2009 Bonds, the Registrar shall send to the Owners of those 2009 Bonds a second notice of redemption, which includes the Redemption Notice Information, within seventy-five (75) days after the date set for the redemption. Pursuant to the Ordinance, if a conditional notice of redemption is provided for any or all 2009 Bonds and sufficient moneys are not on deposit in the redemption account to make such redemption, in whole, on the Redemption Date, such notice of redemption shall be cancelled and the 2009 Bonds so called for redemption shall remain outstanding as if no notice of redemption had been sent.

Upon the happening of the above conditions, the 2009 Bonds, or portions thereof, thus called for redemption shall not bear interest after the applicable redemption date, shall no longer be protected by the Supplemental Bond Ordinance and shall not be deemed to be Outstanding under the provisions of the Ordinance.

Any notice of redemption may provide that, if at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all 2009 Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the date of redemption of such bonds, and that such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption shall be canceled and on such cancellation date notice shall be mailed to the holders of such 2009 Bonds to be redeemed, in the manner provided above.

This bond is transferable only upon presentation and surrender at the designated corporate trust operations office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his authorized representative, subject to the terms and conditions of the Ordinance. The 2009 Bonds are exchangeable at the designated corporate trust operations office of the Registrar for the 2009 Bonds in the principal amount of \$5,000 or

any integral multiple thereof, subject to the terms and conditions of the Ordinance. The Registrar is not required to accept any 2009 Bonds for transfer or exchange during the fifteen (15) days prior to mailing of any notice of redemption, subsequent to the mailing of notice of redemption of such 2009 Bonds, or during the period from a Record Date to the Interest Payment Date with respect thereto.

The Authority has issued the 2009 Bonds on a parity with its Airport Revenue Bonds, Series 2003A, its Airport Revenue Bonds, Series 2004A, its Airport Revenue Bonds, Series 2005A, its Airport Revenue Bonds, Series 2006A, its Airport Revenue Bonds, Series 2006B and its Variable Rate Airport Revenue Bonds, Series 2008A, except as provided in the Ordinance with respect to the Revenue Bond Reserve Fund. The Authority has reserved the right to issue additional Revenue Bonds on a parity with such Bonds, except as provided in the Ordinance with respect to the Revenue Bond Reserve Fund.

The 2009 Bonds are secured in the manner and subject to the restrictions contained in the Ordinance. The Ordinance contains provisions permitting the Authority to provide for discharging the Authority's obligations on any bonds through defeasance, and to amend the Ordinance. Any amendment to the Ordinance shall be binding upon the Owner of this bond without endorsement hereon or any reference to such amendment, provided that no amendment shall permit (a) an extension of the maturity of the principal of or the interest on this bond, or (b) a reduction of the principal amount of this bond or the rate of interest thereon, or (c) a privilege or priority of any Revenue Bond or Revenue Bonds (as defined in the Ordinance) over any other Revenue Bond or Revenue Bonds, or (d) a reduction in the aggregate principal amount of Revenue Bonds required for consent to such amendment, without the consent of all holders of Outstanding Revenue Bonds.

It is hereby certified, recited and represented that the issuance of the 2009 Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the 2009 Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the principal of and interest on the 2009 Bonds by granting a lien on and pledge of the Net Revenues as provided in the Ordinance; and that the issuance of the 2009 Bonds does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Authority has caused its corporate seal to be impressed or placed in facsimile hereon and this bond to be signed by the President and attested by the Secretary of the Board of the Authority by their manual, lithographed, or printed facsimile signatures.

President

(SEAL)

Attest:

Secretary

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of
survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)

under Uniform Gifts to Minors

Act _____
(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER)

(Print or typewrite name, address, and zip code of transferee)

the within bond and hereby irrevocably constitutes and appoints _____
_____, Attorney, to transfer said bond on the books kept for registration
thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

AUTHENTICATION CERTIFICATE

This bond is one of the 2009 Bonds described in and delivered pursuant to the within mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Registrar

By: _____
Authorized Officer

Authentication Date:

Schedule I

<u>Maturity Dates</u>	<u>Interest Rates</u>	<u>Principal Amount</u>
January 1, _____	_____ %	\$ _____

RESOLUTION 13-2009

WHEREAS, the Indianapolis Airport Authority values diversity and is committed to providing meaningful contracting opportunities for qualified Minority Business Enterprises and Women Business Enterprises; and

WHEREAS, the Indianapolis Airport Authority, through its continued support for the growth and development of Minority Business Enterprises and Women Business Enterprises, strives to foster and maintain an environment reflective of its commitment to diversity and diversity related initiatives.

NOW, THEREFORE, BE IT RESOLVED the Board of the Indianapolis Airport Authority is committed to providing those entities certified by the State of Indiana and the City of Indianapolis as a Minority Business Enterprise or Women Business Enterprise the opportunity to receive and participate in contracts awarded by the Authority or in subcontracts awarded under these contracts.

BE IT FURTHER RESOLVED by the Indianapolis Airport Authority that:

1. It is the policy of the Indianapolis Airport Authority to implement measures to increase the participation and utilization of Minority Business Enterprises and Women Business Enterprises in Authority contracts and their respective subcontracts issued in relation to airport related services and purchases, including but not limited to construction, professional services, goods and concessions;
2. This policy shall be communicated accordingly to all persons through the procurement of goods and services by the Authority; and
3. The Executive Director/CEO shall adopt procedures for the implementation of this policy.

Adopted this 16th day of October, 2009.

INDIANAPOLIS AIRPORT AUTHORITY*

Michael B. Stayton, President

Alfred R. Bennett, Secretary

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

CERTIFICATE OF AUTHENTICITY

I, Alfred R. Bennett, Secretary of the Indianapolis Airport Authority Board of Directors, hereby certify that the foregoing is a true and correct copy Resolution 13-2009 adopted by the Indianapolis Airport Authority Board on the 16th day of October, 2009.

Alfred R. Bennett, Secretary
INDIANAPOLIS AIRPORT AUTHORITY

RESOLUTION NO. 14-2009

WHEREAS, the Indianapolis Airport Authority (the "Authority") is a municipal corporation organized under Indiana Code chapter 8-22-3 with authority to exercise executive and legislative functions; and

WHEREAS, Indiana Code sections 8-22-3-9 and 8-22-3-11(11) permit the Authority's Board of Directors (the "Board") to adopt a system of rules and procedures and supervise its internal affairs and employ personnel that are necessary to carry out the duties, functions, and powers of the Board; and

WHEREAS, the Board considers it appropriate and efficient to delegate to the Executive Director/CEO authority to sign certain leases, permits, agreements and any amendments to these and similar documents previously approved by the Board of Directors for the effective operation of the airport system; and

NOW, THEREFORE, the Indianapolis Airport Authority resolves that:

Section 1. The Board authorizes the Executive Director/CEO or his designee to sign the following documents that do not exceed an initial term of sixty (60) months and/or have total annual value greater than \$500,000:

- a. Land Leases, Building Leases and Land/Building Leases and any subleases thereto;
- b. Concession agreements;
- c. Service agreements related to the execution of the concession program and other service agreements related to the accommodation of airport users;
- d. Farm and pasture leases;
- e. T-hangar leases;
- f. Office leases;
- g. Easements and Rights of Entry;
- h. Permits;
- i. Triturator Agreements;
- j. Consents to Assignments of leases;
- k. Grant reimbursements under leases;

Section 2. The Board authorizes the Executive Director/CEO or his designee to sign amendments to the documents listed in Section 1, above, that do not result in an extension of more than sixty (60) months to an initial term and/or have a total annual value greater than \$500,000.

Section 3. This Resolution shall be in full force and effect on October 19, 2009.

Duly adopted by the Indianapolis Airport Authority on this 16th day of October, 2009.

INDIANAPOLIS AIRPORT AUTHORITY*

Michael B. Stayton, President

Alfred R. Bennett, Secretary

*Signed under authority granted in Board Resolution 10-2009.

CERTIFICATE OF AUTHENTICITY

I, Alfred R. Bennett, Secretary of the Indianapolis Airport Authority Board of Directors, hereby certify that the foregoing is a true and correct copy Resolution 14-2009 adopted by the Indianapolis Airport Authority Board on the 16th day of October, 2009.

Alfred R. Bennett, Secretary
INDIANAPOLIS AIRPORT AUTHORITY



Indianapolis Airport Authority

Board Memorandum

To: IAA Board of Directors
From: Marsha A. Stone, Chief Financial Officer
Date: October 6, 2009
Board Date: October 16, 2009
Subject: Resolution No. 15-2009

Resolution Number 15-2009 authorizes the Executive Director/CEO of the Indianapolis Airport Authority, Indianapolis, Indiana, or his designee, to apply for airport development assistance and to accept on behalf of the Indianapolis Airport Authority, any and all Offers that may be extended to it on or before September 30, 2010 by the Administrator of the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), or the Indiana Department of Transportation (INDOT).

There is no board paper applicable to this resolution. Federal and State agencies often allow a very short amount of time when extending Offers. This blanket resolution is a proactive measure taken by the Authority to ensure it will be able to respond in a timely manner to potential Offers extended by any of the governmental agencies included in this resolution. The board has approved similar blanket resolutions in previous years which have allowed the Authority to take advantage of funding sources it would otherwise not have had the opportunity to utilize.

Recommendation

The IAA staff has recommends that the Board approve resolution 15-2009 granting the Executive Director/CEO authorization to apply for, and accept Offers extended to it by the FAA, TSA, or INDOT.

Consider for approval adoption of Resolution 15-2009 authorizing the Executive Director/CEO or his designee to apply for airport development assistance, accept, adopt and execute offers that are scheduled to expire on or before September 30, 2010 from the Administrator of the Federal Aviation Administration, the Transportation Security Administration, or the Indiana Department of Transportation constituting Agreement between the United States or the State of Indiana and the Indianapolis Airport Authority.

RESOLUTION NO. 15-2009

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO OR HIS DESIGNEE TO APPLY, ACCEPT, ADOPT AND EXECUTE OFFER(S) THAT ARE SCHEDULED TO EXPIRE ON OR BEFORE SEPTEMBER 30, 2010 FROM THE ADMINISTRATOR OF THE FEDERAL AVIATION ADMINISTRATION, THE TRANSPORTATION SECURITY ADMINISTRATION, OR THE INDIANA DEPARTMENT OF TRANSPORTATION CONSTITUTING GRANT AGREEMENT BETWEEN THE UNITED STATES OR THE STATE OF INDIANA AND INDIANAPOLIS AIRPORT AUTHORITY

INDIANAPOLIS, INDIANA

WHEREAS, the Administrator of the Federal Aviation Administration, the Transportation Security Administration, or the Indiana Department of Transportation for and on behalf of the United States or State of Indiana, will extend to the Indianapolis Airport Authority, Indianapolis, Indiana, formal Offers pursuant to Applications of the Indianapolis Airport Authority, Indianapolis, Indiana, relating to the development of the Indianapolis International Airport or other Authority owned facilities; and

WHEREAS, pursuant to and for the purposes of carrying out the provisions of Title 49 United States Code, it is necessary that said Grant Offers be duly and formally accepted by the Indianapolis Airport Authority, Indianapolis, Indiana, and

WHEREAS, such Offers and such acceptance thereof, duly executed together shall constitute the Grant Agreements between the Indianapolis Airport Authority, Indianapolis, Indiana, and the United States or the State of Indiana relating to said airport development projects;

NOW, THEREFORE, upon consideration of said Offers and all of the terms, provisions, conditions, and exhibits therein and thereto, BE IT, AND IT IS HEREBY RESOLVED BY THE BOARD OF THE INDIANAPOLIS AIRPORT AUTHORITY, INDIANAPOLIS, INDIANA, AS FOLLOWS:

1. That the Executive Director/CEO of the Indianapolis International Airport, Indianapolis, Indiana, or his designee, is authorized to apply for airport development assistance and accept on behalf of the Indianapolis Airport Authority any and all Offers that may be extended to it on or before September 30, 2010 by the Administrator of the Federal Aviation Administration, the Transportation Security Administration, or the Indiana Department of Transportation for and on behalf of the United States or the State of Indiana to be duly executed in its name and for and on its behalf.
2. That Applications executed and submitted to the Federal Aviation Administration, the Transportation Security Administration, or the Indiana Department of Transportation by the Indianapolis Airport Authority, Indianapolis, Indiana, pursuant to this resolution relating to AIP and Other Projects including all the statements, representations, warranties, covenants and agreements contained therein, be and the same is hereby ratified and adopted.
3. That to accomplish the foregoing, John D. Clark, III, Executive Director/CEO, be and is hereby authorized and directed to execute for and on behalf of the Indianapolis Airport Authority, Indianapolis, Indiana, the said Acceptance of all Offers, and that Jeremiah Wise, Treasurer, or his representative, be and is hereby authorized and directed to attest said execution and to impress thereon the Official Seal of the Indianapolis Airport Authority, Indianapolis, Indiana.

APPROVED this 16th day of October, 2009*

Michael B. Stayton, President

Alfred R. Bennett, Secretary

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

CERTIFICATE

I, Alfred R. Bennett, the duly elected, qualified, and Secretary of the Indianapolis Airport Authority, Indianapolis, Indiana, do hereby certify that the foregoing and attached extract from the Minutes of the Meeting of the Board of the Indianapolis Airport Authority, Indianapolis, Indiana, held on October 16, 2009 is a true and correct copy of a Resolution duly adopted on said date and at said meeting; that said Resolution in the foregoing form was duly entered of record in the original Minutes of the Proceedings of the Board of the Indianapolis Airport Authority, Indianapolis, Indiana, and is now in full force and effect.

WITNESS my hand and the Official Seal of the Indianapolis Airport Authority the 16th day of October 2009.

(SEAL)

Alfred R. Bennett, Secretary

IAA Board Meeting
Consent Calendar Agenda
October 16, 2009

Consider for approval:

A) General Business

- BP2009-10-1** The Lease Termination Agreement of Building #21 with Federal Express Corporation commencing retroactive to May 31, 2009.
- BP2009-10-2** The Triturator Use Agreement with Federal Express Corporation commencing retroactive to December 1, 2008 and expiring December 31, 2011.
- BP2009-10-3** The Airport Use Permit with Integrated Deicing Services commencing retroactive to October 1, 2009 through September 30, 2011.
- BP2009-10-4** The Building Lease Agreement with Integrated Deicing Services commencing retroactive to October 16, 2009 and terminating June 30, 2010.
- BP2009-10-5** The New Terminal Transition Amendment dated November 11, 2008 to Agreement and Lease of Premises dated March 15, 2001, with Frontier Airlines, Inc. This Amendment is retroactive to November 11, 2008 and terminates December 31, 2010.
- BP2009-10-6** The Amendment to Signatory Agreement with Midwest Airlines, Inc. commencing retroactive to August 27, 2009 and expiring December 31, 2010 and the Amendment to Signatory Agreement with Frontier Airlines, Inc. commencing retroactive to August 27, 2009 and expiring December 31, 2010.
- BP2009-10-7** The Assignment and Assumption of Airport Use Permit from Comair Inc. to Regional Elite Airlines Services, LLC commencing retroactive to September 27, 2009 and expiring May 31, 2011.
- BP2009-10-8** Award Purchase Orders for Potassium Acetate to Clariant, Bio-Fluid to Cryotech, Solid to Cryotech, and Urea to the Anderson Company all of whom were the lowest responsible and responsive bidders.

B) Capital Program

- BP2009-10-9** An award of contract for Betterment Project #B-11 for Upgrades to SIDA Guardhouses to Evans Development Company, Inc. in an amount not-to-exceed \$68,266.00. Evans Development Company, Inc. had the lowest responsive and responsible quote. MBE 24.67% (TySeal Systems, Commercial Glass and Jett's Mechanical), and WBE 7.73% (Goldman Electric).
- BP2009-10-10** Plans and Specifications for Bid Package I-09-033-B – Belly Cargo/GSE Maintenance Building as prepared by R.W. Armstrong & Associates, Inc. and authorize the public bidding process.
- BP2009-10-11** To accept the alternate and approve an award of contract for CIP/Project #M-08-049 – Metropolitan Airport Wildlife Deterrent Fence to Capital City Fence Co., Inc. in an amount not-to-exceed \$207,785.44. Capital City Fence Co., Inc. was the lowest responsive and responsible bidder on both the base bid and alternate bid. DBE 13.49% and MBE 13.49% (Electrical Mechanical Services) and WBE 2.95% (Imperial Fence Company).
- BP2009-10-12** An award of contract for CIP/Project # I-05-019.B.1 – SPCC Relievers Eagle Creek Airpark Outfall 2 to Evans Development Company, Inc. in an amount not-to-exceed \$124,552. Evans Development Company, Inc. was the lowest responsive and responsible bidder. MBE 4.24% (Leed Safety, Major Engineering, Hoosier Company, Inc.) and WBE 2.93% (Truks, Inc).
- BP2009-10-13** An award of contract for CIP/Project # I-09-016 - 2009 Deicing Control Facilities Improvements to Evans Development Company, Inc. in an amount not-to-exceed \$344,300.00. Evans Development Company, Inc. was the lowest responsive and responsible bidder. MBE 5.20% (Dmytryka Engineers, Inc.) and WBE 13.82% (Goldman Electrical Contracting, Inc).
- BP2009-10-14** Eleven (11) Change Order Requests - Midfield
- BP2009-10-15** Five (5) Change Order Requests – IND

C) Real Estate

BP2009-10-16

The Purchase Agreement for the sale of 2.759 acres at 3900 South Ronald Reagan Parkway to Six Points Road Developers LLC for the appraised fair market value of \$140,000.

BP2009-10-17

The purchase of property per the attached schedule.



Board Memo – Termination Agreement

To: IAA Board of Directors

From: Marsha Stone, Chief Financial Officer

Date: September 23, 2009

Board Date: October 16, 2009

Subject: Lease Termination Agreement of Building #21 with Federal Express Corporation

Background

Caribbean Transportation Services (Caribbean) is a wholly owned subsidiary of Federal Express Corporation (FedEx). In May 2009, FedEx merged the operations of Caribbean into their operation at the Hub Facility. Caribbean currently has a Lease Agreement for Building #21 through February 28, 2012. With the merging of Caribbean's operations, FedEx has no use for Building #21 and seeks to terminate the Agreement.

The IAA Staff negotiated an early Termination Agreement based on the present value of lease payments (PVLP). The remaining rental payment equals \$477,750 and FedEx has agreed to pay the Authority a PVLP of \$431,684.31.

Additionally, FedEx will repair the facility based on the Authority inspection report at an estimated cost of \$75,000. FedEx will continue to pay the utility costs during the repair period. Per the Terms of the Agreement, all repairs are to be completed by December 31, 2009. The Authority will market this facility while repairs are being completed.

Scope

The Termination Agreement will allow FedEx to terminate the Lease Agreement on Building #21 and pay the PVLP through the remainder of the Term.

Schedule

October 16, 2009: Execution of Lease Termination Agreement with Federal Express Corporation.

Revenue and/or Operating Cost Implications

Revenue:

FedEx will pay the Authority a present value termination fee of \$431,684.31.

Operating Costs:

Upon completion of repairs to the facility by FedEx, the Authority will assume the utility costs of facility until as such time a new tenant is placed. It is estimated the Authority's annual operating costs for the Building #21 are \$10,000.00 while the building is vacant.

Diversity Participation

Not applicable

Recommendation

Consent to Lease Termination Agreement of Building #21 with Federal Express Corporation commencing retroactive to May 31, 2009.



Board Memo – Triturator Use Agreement

To: IAA Board of Directors
From: Marsha Stone, Chief Financial Officer
Date: September 23, 2009
Board Date: October 16, 2009
Subject: Triturator Use Agreement with Federal Express Corporation

Background

The new Terminal has Triturators on both concourses, which are utilized by all airlines for the disposal of waste material from aircraft lavatories. The fees associated with the operation of the Triturators are built into the rates and charges formula for the airlines located at the Terminal. All other entities requiring use of the Triturators must enter into a Triturator Use Agreement. Federal Express Corporation (FedEx) requires use of the Triturators to support their flight activity at their Hub Facility.

Scope

This Agreement allows FedEx to utilize the Triturators in connection with their cargo operation at their Hub Facility.

Schedule

October 16, 2009: Execution of Triturator Use Agreement with Federal Express Corporation.

Revenue and/or Operating Cost Implications

Revenue:

FedEx will pay the Authority monthly revenue of \$750.

Operating Costs:

The Authority maintains the Triturators and the operating costs are built into the rates and charges formula.

Diversity Participation

Not applicable

Recommendation

Consent to Triturator Use Agreement with Federal Express Corporation commencing retroactive to December 1, 2008 and expiring December 31, 2011.



Board Memo – Airport Use Permit

To: IAA Board of Directors
From: Marsha Stone, Chief Financial Officer
Date: September 22, 2009
Board Date: October 16, 2009
Subject: Airport Use Permit with Integrated Deicing Services, LLC

Background

This past summer, Delta Air Lines placed their deicing services for the upcoming winter season out for bid. The recipient of the bid award is Integrated Deicing Services (Integrated). Integrated will become a new tenant at the Airport and will require an Airport Use Permit for their deicing operation. Integrated will replace the services previously provided to Delta Air Lines by Signature Flight Support.

Scope

This Permit will allow Integrated to provide deicing services to Delta Air Lines and/or other airlines if requested.

Schedule

October 16, 2009: Execution of Airport Use Permit with Integrated Deicing Services, LLC.

Revenue and/or Operating Cost Implications

Revenue:

During the winter season, monthly revenue is estimated to be \$4,000 per month. This will not be new revenue as Integrated is replacing the services previously performed by Signature Flight Support. Revenues are based on eight percent (8%) of their monthly gross sales.

Operating Costs:

There are no operating costs associated with this Permit.

Diversity Participation

Not applicable

Recommendation

Consent to Airport Use Permit with Integrated Deicing Services commencing retroactive to October 1, 2009 through September 30, 2011.



Board Memo – Building Lease Agreement

To: IAA Board of Directors
From: Marsha Stone, Chief Financial Officer
Date: September 22, 2009
Board Date: October 16, 2009
Subject: Building Lease Agreement with Integrated Deicing Services, LLC

Background

Integrated Deicing Services, LLC (Integrated) was awarded the bid for Delta's deicing services and will require office and warehouse space within Building #3 to support their operation. The Agreement provides for a term of approximately nine (9) months commencing October 16, 2009 and terminating June 30, 2010. Integrated will lease 2,780 square feet of space at \$7.00 per square foot, plus 7,524 square feet of public and apron parking at \$.18 per square foot.

The Agreement provides that Integrated will be required to move to the new Cargo Building upon completion of construction and the Building Lease Agreement for Building #3 will terminate.

Scope

The Building Lease Agreement with Integrated will support their deicing operation at the Terminal.

Schedule

October 16, 2009: Execution of Building Lease Agreement with Integrated Deicing Services, LLC.

Revenue and/or Operating Cost Implications

Revenue:

Monthly revenue will be \$1,734.52.

Operating Costs:

The Authority has an obligation for the structural costs of a multi tenant building and all utilities are paid by the tenant. It is estimated the Authority's operating costs are \$4,000 that can be attributed to mainly roof and HVAC repair.

Diversity Participation

Not applicable

Recommendation

Consent to Building Lease Agreement with Integrated Deicing Services commencing retroactive to October 16, 2009 and terminating June 30, 2010.



Board Memo – Terminal Transition Amendment

To: IAA Board of Directors

From: Marsha Stone, Chief Financial Officer

Date: September 23, 2009

Board Date: October 16, 2009

Subject: New Terminal Transition Amendment dated November 11, 2008 to Agreement and Lease of Premises with Frontier Airlines, Inc.

Background

Leading to the opening of the new Terminal, it was necessary to amend the Airlines 2001 Signatory Agreement (Agreement), including an update to their leasehold premises, rental rates and other portions of the language within the Agreement. The bankruptcy filing of Frontier Airlines, Inc. (Frontier) caused a delay in their execution of the Amendment; however, they have been paying the prescribed rental rates for the new Terminal.

Scope

This Amendment will allow Frontier to continue to operate as a signatory carrier through December 31, 2010.

Schedule

October 18, 2009: Execution of the New Terminal Transition Amendment dated November 11, 2008 to Agreement and Lease of Premises dated March 15, 2001.

Revenue and/or Operating Cost Implications

Revenue:

Frontier pays the Authority monthly fixed revenues of \$119,773.63 as well as variable landing fees and other revenues in accordance with approved signatory rates.

Operating Costs:

The utilities and required maintenance obligations to the Airlines are paid by the authority; however, these costs are considered in their rental obligations.

Diversity Participation

Not applicable.

Recommendation

Consent to the New Terminal Transition Amendment dated November 11, 2008 to Agreement and Lease of Premises dated March 15, 2001, with Frontier Airlines, Inc. This Amendment is retroactive to November 11, 2008 and terminates December 31, 2010.



Board Memo – Amendment to Signatory Agreement

To: IAA Board of Directors

From: Marsha Stone, Chief Financial Officer

Date: September 23, 2009

Board Date: October 16, 2009

Subject: Amendment to Signatory Agreement with Midwest Airlines, Inc. and Frontier Airlines, Inc.

Background

With the recent acquisition of Midwest Airlines (Midwest) and Frontier Airlines (Frontier) by Republic Airways Holdings, Inc. (Republic); Republic is looking for synergies amongst both airlines. They solicited the Authority's assistance on consolidation efforts and this Board Memo outlines changes to accommodate Republic in its recent acquisitions.

Changes to both airlines have taken place August 27, 2009 and are as follows:

- Midwest's ground handling functions (above and below the wing) will be handled by Frontier.
- Midwest will relocate their ticket counter to space next to Frontier.
- Midwest will relocate from AirTran Gate B25 to Gate B13, which is next to Frontier.
- Midwest will return their office space to the Authority.
- Frontier will reduce their ticket counter from four positions to two positions.
- Republic has authorized Frontier to execute a Letter of Agreement (LOA/attached) for the use of Gate B13 for two flights per day at rates published in the General Ordinance.

It is the Authority's policy not to release a signatory airline from their rental obligations; however, with the execution of the LOA, this will make the Authority financially whole regarding all transactions with both Frontier and Midwest.

Scope

As a result of the purchase of Frontier and Midwest by Republic, these Amendments reallocate the airline space to better serve the customer base and operation of Republic.

Schedule

October 16, 2009: Execution of the Amendment to Signatory Agreement with Midwest Airlines, Inc.

Execution of the Amendment to Signatory Agreement with Frontier Airlines, Inc.

Revenue and/or Operating Cost Implications

Revenue:

Effective with this Amendment, monthly fixed revenues are as follows:

- Midwest = \$8,601.46
- Frontier = \$117,671.85

*In addition to monthly fixed revenues, airlines pay variable landing fees and other revenues in accordance with approved signatory rates.

Operating Costs:

The utilities and required maintenance services to the Airlines leasehold space are paid by the Authority; however, these costs are considered in their rental obligations.

Diversity Participation

Not applicable

Recommendation

Consent to the Amendment to Signatory Agreement with Midwest Airlines, Inc. commencing retroactive to August 27, 2009 and expiring December 31, 2010.

Consent to the Amendment to Signatory Agreement with Frontier Airlines, Inc. commencing retroactive to August 27, 2009 and expiring December 31, 2010.

Attachment: LOA dated August 28, 2009



Indianapolis Airport Authority

7800 Col. H. Weir Cook Memorial Dr.
Indianapolis, Indiana 46241
office 317.487.9594
fax 317.487.5034

August 28, 2009

Mr. John Natoli
Director Properties - Facilities
Frontier Airlines, Inc.
7001 Tower Road
Denver, CO 80249

RE: Letter of Agreement
Gate B13 Aircraft Parking
Indianapolis International Airport

Dear Mr. Natoli:

This correspondence shall serve as a Letter of Agreement between the Indianapolis Airport Authority (AUTHORITY) and Frontier Airlines, Inc. (LESSEE) for the use of Gate B13 for a Turn Flight and Remain Overnight (RON) aircraft parking spot (On-Gate). This Agreement shall be under the following terms and conditions:

1. The term of this Agreement shall commence August 27, 2009 and terminate February 28, 2010.
2. If LESSEE or Midwest Airlines implements a flight schedule change that will allow the use of Gate B15 for the Turn Flight, this Agreement shall be modified with 30 (thirty) days written notice and the termination date of said Agreement shall be extended for six (6) additional months covering the RON flight.
3. The AUTHORITY reserves the right to permanently or temporarily relocate LESSEE to other parking spots, On-Gate or Remote, with 24 hours advance notice.
4. Rental rates for the use of On-Gate or Remote parking are established by Airport General Ordinance (see attached excerpts from Ordinance), which may from time to time be amended by the Authority's Board of Directors. Notification of any changes in rental rates will be provided to the LESSEE.
5. In exchange for LESSEE's right to a On-Gate parking spot, LESSEE will be invoiced monthly based on the number of days in each month for one Turn Flight and one RON flight. All adhoc usage above and beyond the specified usage shall be approved in advance by the Airport Operations Manager.

6. LESSEE shall not park aircraft that exceed the engineered size and scope of the parking spot.
7. If LESSEE requires ground support equipment to support the On-Gate parking operation, it is understood that after the aircraft has departed from the parking spot, all equipment will be returned to LESSEE's Leased Premises.
8. LESSEE will not perform aircraft maintenance on On-Gate parking spots without the approval of the Airport Operations Manager.
9. LESSEE shall be permitted to deice aircraft on On-Gate parking spots.
10. LESSEE shall provide a ramp fire extinguisher for all fueling operations that occur at On-Gate parking spots.
11. Upon termination of this Agreement, LESSEE shall remove all LESSEE computer equipment and wiring and return Gate B13 to its original condition.

If the terms and conditions of this Letter of Agreement meet with your approval, please sign in the space provided below.

Indianapolis Airport Authority

Printed Name: ROBERT A. DUNCAN

Signature: 

Title: Chief Operations Officer

Date: 9/10/2009

Frontier Airlines, Inc.

Printed Name: CLIFFORD C. VAN LEUVEN

Signature: 

Title: VP, CUSTOMER SERVICE

Date: 9/04/09

EA
R-28



Board Memo – Assignment & Assumption

To: IAA Board of Directors
From: Marsha Stone, Chief Financial Officer
Date: September 22, 2009
Board Date: October 16, 2009
Subject: Assignment and Assumption of Airport Use Permit from Comair Inc. to Regional Elite Airline Services, LLC

Background

Comair Inc. (a wholly owned subsidiary of Delta Air Lines) executed an Airport Use Permit on June 5, 2009, to provide ground handling services for United Express flights. On September 27, 2009, Delta Air Lines created a wholly owned subsidiary that will assume all ground handling services for Delta Connection flights as well as providing 3rd party services to other airlines. The newly formed company will be called Regional Elite Airlines Services, LLC (Regional).

Scope

This Assignment and Assumption of the Airport Use Permit will allow Regional to continue providing ground handling services for United Express flights and other airlines as requested.

Schedule

October 16, 2009: Execution of Assignment and Assumption of Airport Use Permit from Comair Inc. to Regional Elite Airline Services, LLC.

Revenue and/or Operating Cost Implications

Revenue:

Monthly revenue has averaged \$10,000. Revenues are based on eight percent (8%) of their monthly gross sales.

Operating Costs:

There are no operating costs associated with this Airport Use Permit.

Diversity Participation

Not applicable.

Recommendation

Consent to Assignment and Assumption of Airport Use Permit from Comair Inc. to Regional Elite Airlines Services, LLC commencing retroactive to September 27, 2009 and expiring May 31, 2011.



Board Memo - Contract

To: IAA Board of Directors
From: Robert A. Duncan, Chief Operating Officer
DATE: September 21, 2009
Board Date: October 16, 2009
Subject: Award of Bids for Deicing Chemicals

Background

On September 15, 2009 unit priced bids were received for the runway deicing chemicals that will be required for the 2009-2010 winter season. There were four (4) products included in the bid, Liquid Potassium Acetate, Liquid Bio-Fluid, Solid Sodium Acetate, and Solid Urea all of which are used for the deicing/anti-icing of taxiways and runways. The Bid Tabs are attached as Attachment I.

Scope & Budget

The Operating Budget for the taxiway and runway deicing chemicals is \$598,500. Staff desires to award purchase orders to Clariant for \$30,000, Cryotech for \$538,500, and The Anderson Company for \$30,000 to cover chemicals referenced above for the 2009-2010 winter season. The purchase orders will be utilized for the period of November 2009 to April 2010. The products will only be purchased as inventory is depleted.

Schedule:

October 16, 2009- Award Purchase Orders

November 1, 2009- Place Product Orders

Revenue

Not applicable

Operating Costs Implications

The Operating Budget for anti-icing/de-icing is \$598,500.

Diversity Participation

The Diversity Director has reviewed and approved the Schedule B: Application for Business Diversity Program Waiver forms from Clariant, Cryotech, and The Anderson Company. It is the Diversity Director's opinion that all firms demonstrated good faith efforts in reaching the M/WBE goals. DBE 0 % MBE 0 % WBE 0 %.

Recommendation

The IAA staff recommends that you:

Award Purchase Orders for Potassium Acetate to Clariant, Bio-Fluid to Cryotech, Solid to Cryotech, and Urea to the Anderson Company all of whom were the lowest responsible and responsive bidders for the aggregate amount of \$598,500.



Board Memo - Contract Award

To: IAA Board of Directors

From: Robert A. Duncan, Chief Operating Officer

Date: September 16, 2009

Board Date: October 16, 2009

Subject: Award of Contract to Evans Development Company, Inc. for Upgrades to the Security Identification Display Area (SIDA) Guardhouses (Betterment Project #B-11)

Background

Airfields of commercial airports typically contain three (3) different types of security areas, each with different requirements: AOA (Airport Operational Area), SIDA (Security Identification Display Area), and the Secure Area. Federal security directives require that individuals entering the SIDA in a vehicle must be positively identified as the person who is displaying the identification badge. This positive identification is facilitated by a physical inspection of the badge to confirm the person's identification. Federal security directives also require that vehicles entering the SIDA must be visually inspected during times of increased security levels.

Three (3) new SIDA security area checkpoints were constructed as part of the new Terminal. Two (2) public area access points were installed for the Midfield Terminal located on the north and south sides of the Terminal area (see drawing). The purpose of the north access gate is to provide access for various deliveries to the Terminal operation as well as the ramp area. The purpose of the south access gate is to provide access to those facilities that support the new Terminal operations. A third security access point was installed to screen vehicles that crossed the airfield to the Midfield Terminal area. This was located along the Midfield Service Road just west of the existing fire house and will accommodate vehicles travelling from FBO's (Signature and Hawker Beechcraft) facilities on the east side of the airport.

At each of the three (3) locations, a guard booth was installed of prefabricated construction. During the first winter of operations it became apparent that with the frequent opening of the guardhouse doors that the buildings were not maintaining comfortable working conditions for the staff. In addition, the types of vehicle inspections being performed require that additional lighting be installed.

Currently only the north and south guardhouse locations have been staffed. The east location will be staffed once the new belly cargo facility is constructed in the south terminal support area which is scheduled for completion next summer. On September 22, 2009, plans and specifications for the upgrades to the north and south SIDA Guardhouses were issued to sixteen (16) contractors.

On October 1, 2009, the IAA staff received three (3) quotes ranging from \$68,266.00 to \$76,434.84 and one (1) non-responsive quote. The quote also included an alternate to replace six (6) un-insulated doors and glass with insulated doors and glass.

Evans Development Company, Inc. had the lowest responsive and responsible quote in the amount of \$68,266.00. This amount included \$57,397.00 for the base quote and \$10,869.00 for the alternate.

Scope

The scope is for installation of upgrades to the two (2) SIDA Guardhouses. This will include installation of radiant ceiling heaters, air conditioning units, insulated glass, floor & roof insulation, water heater, and electrical work.

Schedule

Work is expected to start October 2009 with a substantial completion date of December 1, 2009.

Budget

The bid amount is within the project's approved capital budget.

Diversity Participation

The Diversity Director has approved the following MBE/WBE participation:

FIRM	CLASSIFICATION	AMOUNT	%
TySeal Systems, Inc.	MBE	\$2,600	3.81
Commercial Glass LLC	MBE	\$11,877	17.40
Jett's Mechanical LLC	MBE	\$2,360	3.46
Goldman Electric Contracting	WBE	\$5,275	7.73
Totals	MBE	\$16,837	24.67
	WBE	\$5,275	7.73

Recommendation

The IAA staff has reviewed the quotes and recommends that the Board:

Consider for approval an award of contract for Betterment Project #B-11 for Upgrades to SIDA Guardhouses to Evans Development Company, Inc. in an amount not-to-exceed \$68,266.00. Evans Development Company, Inc. had the lowest responsive and responsible quote. MBE 24.67% (TySeal Systems, Commercial Glass and Jett's Mechanical), and WBE 7.73% (Goldman Electric).



Board Memo – Plans & Specs Approval

To: IAA Board of Directors

From: Robert A. Duncan, Chief Operating Officer

Date: September 23, 2009

Board Date: October 16, 2009

Subject: Approval of Plans and Specifications for Bid Package I-09-033-B – Belly Cargo/GSE Maintenance Building, and Authorize the Bidding Process

Background

On September 18, 2009, the IAA Board approved a contract for the first phase of this project, the Belly Cargo/GSE Maintenance Building – Grading package, I-09-033-A. That work is being done in preparation for the second phase of the project which is the building, apron, and public and employee parking lots.

R.W. Armstrong & Associates, Inc. has prepared plans and specifications for both phases of the project.

Scope

The facility will house belly cargo for the airlines and airline ground support equipment (GSE) maintenance operations. GSE includes the airlines' belt loaders, baggage carts, tugs, push tractors, personnel transportation vehicles, lavatory trucks, ground power units, portable air-conditioning units, maintenance trucks and other vehicles that are needed to support the airline operations at the gates.

The building will be constructed of pre-cast concrete exterior wall panels, structural steel framing and standing seam metal roof.

Offices, storage rooms, and restrooms will be conventionally framed and will be heated and cooled; the warehouse areas will be heated and ventilated.

Total package is estimated between \$5,000,000 and \$10,000,000.

Schedule

Pre-Bid Meeting	October 27, 2009	Time: 10:00 a.m. Location: Conf Rm 1, 2349 Aviation Drive
Bid Opening	November 19, 2009	Time: 10:00 a.m. Location: Conf Rm 1, 2349 Aviation Drive

Est. Bid Award (Board Mtg) December 18, 2009

Work is expected to start in January 2010 and the substantial completion date is anticipated to be June 2010.

Diversity Participation

The Diversity Director has conferred with the Construction Manager and they estimate the opportunities for XBE% involvement on this project to be 14% MBE and 5% WBE. The Construction Manager and the Diversity Director are working with the community on this upcoming package to reach or exceed these targeted goals.

Recommendation

The IAA staff has reviewed the bid documents and recommends that the Board:

Consider for approval Plans and Specifications for Bid Package I-09-033-B – Belly Cargo/GSE Maintenance Building as prepared by R.W. Armstrong & Associates, Inc. and authorize the public bidding process.



Board Memo – Bid Award

To: IAA Board of Directors

From: Robert A. Duncan, Chief Operating Officer

Date: September 16, 2009

Board Date: October 16, 2009

Subject: Award of CIP/Project #M-08-049 – Metropolitan Airport Wildlife Deterrent Fence to Capitol City Fence Co., Inc.

Background

The Metropolitan Airport currently has a 4 ft. farm field fence along its eastern boundary which does not adequately deter wildlife, unauthorized personnel or vehicles. In order to enhance the airfield safety and security, this project is to install 8,000 LF of 10 ft. security fencing along the eastern boundary of the airport. This will serve as a deterrent to wildlife and also impede unauthorized personnel and vehicle access to the airfield areas.

This project was board approved on February 20, 2009 (list of CIP Projects).

On August 21, 2009, the Board approved plans & specifications for CIP/Project #M-08-049 – Metropolitan Airport Wildlife Deterrent Fence and authorized the public bidding process.

On September 15, 2009, we received six (6) bids ranging from \$121,535.38 to \$565,300.50. The bid proposal also included an additive alternate for additional fencing. These alternates ranged from \$86,249.66 to \$370,712.60.

Capitol City Fence Co., Inc. was the lowest responsive and responsible bidder in the amount of \$207,785.44. This amount included \$121,538.38 for the base bid and \$86,249.66 for the alternate.

On September 17, 2009, the IAA received the Federal grant for 95% of this project. The amount of the grant is \$285,591. There will be no other potential federal funding resources for this project.

Scope

This project package provides for the installation of security fencing at the Metropolitan Airport.

Schedule

Work is expected to start October 2009 with a completion date of December 31, 2009.

Budget

The bid amount is within the project's approved capital budget.

Diversity Participation

The Diversity Director has approved the following DBE/MBE/WBE participation:

FIRM	CLASSIFICATION	AMOUNT	%
Electrical Mechanical Services (EMS)	DBE	\$28,020	13.49
Electrical Mechanical Services (EMS)	MBE	\$28,020	13.49
Imperial Fence Company	WBE	\$6,120	2.95
Totals	DBE	\$28,020	13.49
	MBE	\$28,020	13.49
	WBE	\$6,120	2.95

Recommendation

The IAA staff has reviewed the bids and recommends that the Board:

Accept the alternate and consider for approval an award of contract for CIP/Project #M-08-049 – Metropolitan Airport Wildlife Deterrent Fence to Capitol City Fence Co., Inc. in an amount not-to-exceed \$207,785.44. Capitol City Fence Co., Inc. was the lowest responsive and responsible bidder on both the base bid and alternate bid. DBE 13.49% (Electrical Mechanical Services), MBE 13.49% (Electrical Mechanical Services), and WBE 2.95% (Imperial Fence Company).



Board Memo – Bid Award

To: IAA Board of Directors

From: Robert A. Duncan, Chief Operating Officer

Date: September 22, 2009

Board Date: October 16, 2009

Subject: Award of CIP/Project # I-05-019.B.1 – Spill Prevention Control and Countermeasure (SPCC) Relievers Eagle Creek Airpark Outfall 2 to Evans Development Company, Inc.

Background

The U.S. Environmental Protection Agency's (EPA) Spill Prevention Control and Countermeasure (SPCC) regulations address oil handling and storage operations and have been in effect since 1974. USEPA revised the regulations five times, most recently in 2006.

CIP I-05-019B consists of projects at three Reliever Airports and was initially approved by the Board on May 4, 2006. Work was performed beginning in 2008 for SPCC related improvements at Eagle Creek Airpark, Metropolitan Airport and Mt. Comfort Airport. One final portion of this project remains, an oil/water separator at Eagle Creek Airpark Outfall 2. An oil/water separator is a device that separates any petroleum based product from water in the event of an unintentional release of petroleum. The released material is then recovered and does not enter a waterbody. The federal SPCC regulations require that IAA take steps such as an oil/water separator to prevent releases from petroleum releases. This project was delayed beyond 2008 pending development plans by the Fixed Base Operator. However, the Fixed Base Operator has not moved forward with the development and IAA needs to construct an oil/water separator to meet a SPCC compliance date of November 2010.

On August 21, 2009, the Board approved plans & specifications for CIP/Project # I-05-19.B.1 – SPCC Relievers Eagle Creek Airpark Outfall 2 and authorized the public bidding process.

On September 22, 2009, the IAA staff received five (5) bids ranging from \$124,552 to \$171, 813.

Evans Development Company, Inc. was the lowest responsive and responsible bidder in the amount of \$124,552. This amount included \$123,000 for the base bid and \$1,552 for the alternate.

Scope

An oil/water separator will be constructed at Eagle Creek Outfall 2 to satisfy federal SPCC requirements.

Schedule

Work is expected to start by October 26, 2009 with a substantial completion date of January 31, 2010.

Budget

The bid amount is within the project's approved capital budget.

Diversity Participation

The Diversity Director has approved the following MBE/WBE participation:

FIRM	CLASSIFICATION	AMOUNT	%
Leed Safety	MBE	\$3,500.00	2.85
Major Engineering	MBE	\$1,200.00	0.98
Hoosier Company, Inc.	MBE	\$500.00	0.41
Truks, Inc.	WBE	\$3,600.00	2.93
Totals	MBE	\$5,200	4.24
	WBE	\$3,600	2.93

Recommendation

The IAA staff has reviewed the bids and recommends that the Board:

Consider for approval an award of contract for CIP/Project # I-05-019.B.1 – SPCC Relievers Eagle Creek Airpark Outfall 2 to Evans Development Company, Inc. in an amount not-to-exceed \$124,552. Evans Development Company, Inc. was the lowest responsive and responsible bidder. MBE 4.24% (Leed Safety, Major Engineering, Hoosier Company, Inc.) and WBE 2.93% (Truks, Inc).



Board Memo – Bid Award

To: IAA Board of Directors

From: Robert A. Duncan, Chief Operating Officer

Date: September 22, 2009

Board Date: October 16, 2009

Subject: Award of CIP/Project # I-09-016 - 2009 Deicing Control Facilities Improvements to Evans Development Company, Inc.

Background

CIP I-09-016 consists of several improvements to the IAA deicing control facilities in order to further ensure regulatory compliance and contribute towards reduction in sewer utility fees. The main improvement includes the provision of equipment to pump water from the existing Seerley Creek stormwater basin to the existing Mars Ditch stormwater basin through existing structures. This improvement takes advantage of 14M gallons of existing and available Mars Ditch storage capacity as a result of significant deicing no longer occurring on the old terminal ramp which previously drained to Mars Ditch. This additional use of Mars Ditch basin capacity will improve regulatory compliance.

Also, the new terminal deicing system was designed to facilitate recycling of deicing fluids. Additional improvements will be made to facilitate the recovery of deicing fluids from the new terminal vault structures, apron and ramps. These improvements are aimed at enhancing IAA's deicing fluid recycling options, which will help significantly lower sewer utility charges as well as assist in regulatory compliance and in lowering sewer utility charges.

This project was Board approved on February 20, 2009 (list of CIP Projects). The deicing control facilities improvements work in this package has a total budget of \$750,000.

On July 17, 2009, the Board approved plans & specifications for CIP/Project # I-09-016 -2009 Deicing Control Facilities Improvements and authorized the public bidding process.

On September 3, 2009, we received four (4) base bids ranging from \$344,300 to \$587,531. Six (6) alternates were included in the bid package but all are rejected due to limitations in performing certain deicing recycling services at this time.

Evans Development Company, Inc. was the lowest responsive and responsible bidder in the amount of \$344,300.

Scope

This package provides for mechanical improvements to facilitate pumping stormwater from Seerley Creek Basin to Mars Ditch Basin. The package also includes mechanisms to assist in recovering deicing fluids from the terminal vault structure, apron and ramp.

Schedule

Work is expected to start October 2009 with a substantial completion date of February 28, 2010.

Budget

The bid amount is within the project's approved capital budget.

Diversity Participation

The Diversity Director has approved the following MBE/WBE participation:

FIRM	CLASSIFICATION	AMOUNT	%
Dmytryka Jacobs Engineers, Inc.	MBE	\$17,900	5.20%
Goldman Electrical Contracting, Inc.	WBE	\$47,577	13.82%
Totals	MBE	\$17,900	5.20%
	WBE	\$47,577	13.82%

Recommendation

The IAA staff has reviewed the bids and recommends that the Board:

Consider for approval an award of contract for CIP/Project # I-09-016 - 2009 Deicing Control Facilities Improvements to Evans Development Company, Inc. in an amount not-to-exceed \$344,300.00. Evans Development Company, Inc. was the lowest responsive and responsible bidder. MBE 5.20% (Dmytryka Jacobs Engineers, Inc.) and WBE 13.82% (Goldman Electrical Contracting, Inc).

CHANGE ORDER REQUESTS - MIDFIELD

BOARD DATE:

October 16, 2009

Project NO.	CONTRACTOR	ORIGINAL CONTRACT AMT	THIS CHANGE ORDER REQUEST		CUM CHANGE PERCENT	NEW CONTRACT AMOUNT	Contract Description
			AMOUNT	PERCENT			
H08	Circle B Construction	\$ 15,660,260.00	\$ 304,407.00	1.94%	17.4%	\$ 18,387,493.33	Terminal General Trades
H22	Purdy Masonry	\$ 5,099,000.00	\$ 113,783.00	2.23%	29.4%	\$ 6,599,650.00	Masonry & Limestone
H25	Blakely Corp.	\$ 6,186,300.00	\$ 11,774.00	0.19%	17.5%	\$ 7,269,212.00	Terrazzo and Tile
H32	Geograph Industries	\$ 899,619.00	\$ 87,549.00	9.73%	30.8%	\$ 1,176,293.00	Signage
H40	Siemens Logistics	\$ 22,857,097.00	\$ 129,275.00	0.57%	15.7%	\$ 26,437,921.00	Baggage Handling System
H41	Gibson-Lewis	\$ 4,482,000.00	\$ 58,387.00	1.30%	24.2%	\$ 5,566,161.00	Airline Fitout
H43	Crown Corr	\$ 20,685,000.00	\$ 90,638.00	0.44%	-3.2%	\$ 20,021,499.00	Metal Panel System
T13	Gradex, Inc.	\$ 12,993,347.70	\$ 21,663.41	0.17%	9.0%	\$ 14,156,764.39	Deicing Phase 2
T29	Gradex, Inc.	\$ 16,585,186.39	\$ 796,533.48	4.80%	17.3%	\$ 19,455,117.92	Commercial Parking Lots
T44	Gradex, Inc.	\$ 1,632,100.00	\$ 78,639.71	4.82%	30.5%	\$ 2,129,738.85	Auxiliary Parking Lots
T47	HIS Constructors	\$ 2,375,000.00	\$ 73,000.00	3.07%	27.1%	\$ 3,018,313.19	QTA Sitework

\$ 1,765,649.60

IND CHANGE ORDER REQUESTS

BP2009-10-15

BOARD DATE:
October 16, 2009

COR/ CO #	Project NO.	CONTRACTOR	ORIGINAL CONTRACT AMT	THIS CHANGE ORDER REQUEST		CUMULATIVE PERCENT	NEW CONTRACT AMOUNT	Contract Description
				AMOUNT	PERCENT			
0519-024	1874-010	Scenic Construction	\$ 128,400.00	\$ 4,707.15	3.67%	3.67%	\$ 133,107.15	Final Balancing Items
9	2220-004	E & B Paving	\$ 3,509,600.00	\$ 10,270.49	0.29%	16.59%	\$ 4,091,898.10	Undercut soft soils
1	C-09-048	Rieth-Riley Const.	\$ 3,575,606.00	\$ 6,053.50	0.17%	0.17%	\$ 3,581,659.50	Mt. Comfort Taxiway A Reconstruction - Temp. HMA for TW A-2 to Ramp and 8" Temp. Striping
3A	I-06-001B	The Harper Company	\$ 14,657,438.65	\$(125,000.01)	-0.85%	-0.78%	\$ 14,543,528.76	Cargo Apron Construction Phase II
10	2220-004	E & B Paving	\$ 3,509,600.00	\$ 74,326.18	2.12%	18.71%	\$ 4,166,224.28	I-70 Redevelopment Phase 1 - South Perimeter Road



Board Memo - Contract

To: IAA Board of Directors

From: Robert A. Duncan, Chief Operating Officer

Date: September 21, 2009

Board Date: October 16, 2009

Subject: Sale of Ronald Reagan Parkway Surplus Property to Six Points Road Developers LLC

Background

The 2.759 acres fronts on 3900 South Ronald Reagan Parkway and consists of 7 lots which were previously used for residential use and purchased under the Authority's Noise Mitigation Program. Inasmuch as the acquisition was funded in part by Federal Airport Improvement Program grants, the FAA requires that the land be disposed of as soon as reasonably practicable for nonresidential uses that are noise compatible to airport operations. Six Points Road Developers LLC is the owner of the 54 acres east of and contiguous to the 2.759 acres. Six Points Road Developers LLC has developed a portion of the site with the Indy Park Ride and Fly (IPRF) facility and plans a building development between the IPRF site and Ronald Reagan Parkway. In addition, the sale will return the real estate to the Hendricks County Property Tax Rolls.

See Attachment 1.

Schedule

October 16, 2009 – Public Hearing on disposal of 2.759 acres at 3900 South Ronald Reagan Parkway

October 16, 2009 – Approve Purchase Agreement for sale to Six Points Road Developers LLC

December 31, 2009 or earlier – Closing

Revenue

The sales proceeds will be deposited in the Airport's Capital Improvement Fund and utilized for noise program expenses and/or as a credit to the FAA on future noise program grant reimbursement requests.

Operating Cost Implications

None

Diversity Participation

Not applicable

Recommendation

The IAA Staff has reviewed the Purchase Agreement and recommends that the IAA Board conduct a public hearing and thereafter approve the Purchase Agreement as follows:

Public Hearing on disposal of 2.759 acres at 3900 South Ronald Reagan Parkway to Six Points Road Developers LLC for the sum of \$140,000.

Consider for approval Purchase Agreement for the sale of 2.759 acres at 3900 South Ronald Reagan Parkway to Six Points Road Developers LLC for the appraised fair market value of \$140,000.

AERIAL/PLAT MAP EXHIBIT



