



Agenda  
Indianapolis Airport Authority  
November 18, 2011  
8:45 AM

- I. Call to Order
- II. Approval of Minutes of the Pre-Board and Regular Meeting of October 21, 2011
- III. Ordinances, Resolutions and Public Hearings
  - a) Introduction of **General Ordinance No. 3-2011** concerning the 2012 Rates & Charges. Initial Hearing to be held December 16, 2011.
- IV. Board Reports
  - a) President's Report
- V. Official Actions
  - a) Introduction of the IAA Consent Calendar dated November 18, 2011.
  - b) Consider for approval each of the individual items listed on the IAA Consent Calendar Agenda dated November 18, 2011.
- VI. Staff Reports
  - a) CEO Report – *John D. Clark, III*
  - b) Financial Report – *Marsha Stone*
  - c) Communications & Marketing Report – *Patzetta Trice*
- VII. Other Reports/Update
- VIII. Adjourn

DELEGATED AUTHORITY SCHEDULE

MONTH/YEAR	OTHER PARTY	TYPE OF DOCUMENT	TERM (YEARS)	REVENUE	INITIALS	COMMENTS
September 2011	Synthesis Incorporated	Agreement for Services	10 months	n/a	J. Clark	This Agreement is for the IAA office move occurring in Oct - Nov 2011
Sep-11	Ivy Tech College of Indiana	Building Lease Agreement	5 years	\$196,150.00	J. Clark	This is for Ivy Tech's lease of one of the old vacant ATA buildings
Sep-11	Chungso Cleaning, LLC	Airport Janitorial Services Permit	1 year and 5 months	\$4,131.00	J. Clark	Chungso has been selected by the General Services Administration to perform cleaning services for the TSA offices
Sep-11	Gotcha Transportation	Parking Lot Lease Agreement	1 year	\$18,600.00	J. Clark	Gotcha will utilize parking lot 4 to park semi-trailers related to their business
Sep-11	BHMM Energy Services LLC	Cancellation to Letter of Credit	n/a	n/a	J. Clark	This cancellation is in connection with a restructured arrangement with BHMM.
Sep-11	Zores, Inc.	Contract for Services	1 year	n/a	J. Clark	This is for towing and wrecker services. The cost is on a "as needed basis" Car owner gets charged most of the time. IAA only gets charged when it is a company vehicle
Sep-11	BKD LLP	Agreement for Services	1 year	n/a	J. Clark	This is for BKD to conduct the 2011 audit of the IAA's financial records
Sep-11	CE Solutions, Inc.	Contract for Services	1 year and 3 months	n/a	J. Clark	This is for the reconstruction of Hangar 5-in the amount of \$143,678.00
Sep-11	U.S. Dept. of Interior	Joint Funding Agreement	1 year	n/a	J. Clark	This is a geological survey for stream flowing gauging stations operation and maintenance in the amount of \$20,250.00
Sep-11	Dassera Indy, Inc. d/b/a Collector's Den	Short Term Use Agreement	1 year	3 times the MMG of \$1,200.00	J. Clark	The retail space shall be used for the display and sale of collectible sports memorabilia and collector's den merchandise
Sep-11	Span Systems	Contract for Services	6 months	n/a	J. Clark	This is for the repair & replacement of the garage canopy in amount of \$426,350
Sep-11	TSA	Memorandum of Understanding	n/a	n/a	J. Clark	This is concerning the use of security screening checkpoint furnishings
Sep-11	FedEx Trade Networks	Building Lease Agreement	8 years, with 2 year option	\$306,000.00	M. Stone	This is the lease for the IAA Program office to be rented by FedEx
Sep-11	Delta Airlines	Contract for Professional Services	3 months	n/a	J. Clark	Authority will pay contractor up to \$28,128.00



MINUTES  
Board of Directors Meeting  
Indianapolis Airport Authority

The Regular Meeting of the Indianapolis Airport Authority Board was called to order at 8:35 a.m., October 21, 2011, in the Airport's Board Room at the Indianapolis International Airport.

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

Michael Stayton, President  
Kelly Flynn, Vice-President  
Al Bennett, Secretary  
Alex M. Azar II, Member  
Mary Moses Cochran, Member

Advisory Members attending:  
Jack Morton, Jr.

Rex Joseph, IAA Counsel

IAA executive staff attending:

John D. Clark, III, Executive Director/CEO  
Marsha Stone, Chief Financial Officer  
Mike Medvescek, Chief Operating Officer  
Al Stanley, Chief Information Officer  
Patzetta Trice, Chief Communications and Marketing Officer  
Joseph Heerens, Chief Legal Officer  
Beverly Terlaje, Executive Assistant/Recording Secretary

APPROVAL OF MINUTES

Upon a motion by Mr. Flynn, seconded by Mr. Bennett and unanimously passed, approval was given to the Minutes of both the Pre-Board and Regular Meetings of September 16, 2011.

BOARD REPORTS

President Stayton had no reports, but asked Mr. Clark to provide an update during the CEO's Report on the IAA's preparation for the 2012 Super Bowl.

OFFICIAL ACTIONS

APPROVAL OF THE INDIANAPOLIS AIRPORT AUTHORITY'S CONSENT CALENDAR DATED October 21, 2011: Upon a motion by Mr. Bennett, seconded by Mr. Flynn and unanimously passed, approval was given to the IAA's Consent Calendar, dated October 21, 2011.

APPROVAL OF INDIVIDUAL ITEMS LISTED ON THE INDIANAPOLIS AIRPORT AUTHORITY'S CONSENT CALENDAR DATED October 21, 2011: Upon a motion by Mr. Bennett, seconded by Ms. Cochran and unanimously passed, approval was given to accept each of the individual items listed on the IAA's Consent Calendar, dated October 21, 2011.

STAFF REPORTS

CEO Report

Mr. John Clark, IAA's Executive Director/CEO, first reported that there has been considerable progress as it relates to the 2012 Super Bowl regarding the temporary towers at the three (3) general aviation airports (two of which are owned and operated by the IAA), and that the matter is close to being finalized. Mr. Clark stated that having temporary control towers at these airports will expedite the handling of the significant amount of GA air traffic anticipated for the Super Bowl, which may include more than 1,500 private aircraft. Mr. Medvescek will provide a presentation later in today's meeting that will show why it is so important to have these temporary control towers.

Mr. Clark further indicated that IND will be able to provide a positive overall customer service experience for Super Bowl. He further reported that there are Super Bowl Committees that have been working on every aspect of this event since last year, and that the IAA has representatives on all of these committees.

Mr. Clark concluded his report by mentioning that the IAA continues to pursue the Aerotropolis concept, and that he will be speaking today to the Martinsville Chamber of Commerce on this subject.

CFO Report

Ms. Marsha Stone, IAA's Chief Financial Officer, reported positive enplanements for September 2011, which were up 0.54%, and up 1.33% year-to-date. Ms. Stone also indicated that seat capacity was down about 5% versus prior year, that planes are full, and that fares are increasing on a national basis. Ms. Stone also gave a brief financial update, after which President Stayton thanked the IAA's staff for managing the business prudently.

CCO Report

Ms. Patzetta Trice, IAA's Chief Communications Officer, provided a brief overview of the professional sports partnership, earned media coverage, and employee customer service recognition. She also publicly recognized Ms. Marcia Fisher (who is an IAA guest services assistant), Ms. Theresa Pena (who is an IAA police officer), and Mr. Rick Gentry (who is IAA's fire chief), for providing outstanding customer service in the performance of their jobs.

Supplier Diversity Report

Mr. Corey Wilson, IAA's Director of Diversity and Government Affairs, provided a brief report on the IAA's Supplier Diversity for the 3<sup>rd</sup> quarter. He first explained the differences between the DBE/ACBE and MBE/WBE programs. He next reported on the IAA's Supplier Diversity Goals, the operating XBE spend, and the capital XBE spend through September 30<sup>th</sup>.

Other Reports/Update

President Stayton publicly recognized and thanked both Remo and Darlene Mezzetta of Mezzetta, Inc., for sponsoring today's board refreshments.

ADJOURNMENT

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

INDIANAPOLIS AIRPORT AUTHORITY\*

\_\_\_\_\_  
Michael Stayton, President

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

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

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



Indianapolis Airport Authority

## Board Memo – 2012 Rates and Charges

To: IAA Board of Directors  
From: Joseph R. Heerens, IAA Chief Legal Officer  
Date: October 28, 2011  
Board Date: November 18, 2011  
Subject: 2012 Rates & Charges Ordinance

### Scope

The Board annually adopts an ordinance in order to implement a schedule of rates and charges for the use of Airport facilities. This proposed Ordinance sets forth rates, both current and those proposed to be changed, that will go into effect on January 1, 2012. The following represents a summary of changes that have been made from the current Rates & Charges Ordinance in effect for calendar year 2011:

1. Section I:
  - a. Definition of "Airport" has been more clearly defined.
  - b. Definition of "Ground Transportation Provider" has been expanded to include additional types of commonly used vehicles.
  - c. Definition of "Aircraft Remote Parking Areas" has been modified to more accurately reflect actual scope of operations.
2. Section III:
  - a. Landing fee per 1,000 pounds of Certified Gross Landing Weight has been updated, as per the appropriate calculation.
  - b. Annual space rental charge(s) per square foot have been updated, as per the terms of the 2010-2015 Airline Use Agreement.
  - c. Fees for international processing, inspection area, and reboarding lounge have been changed to provide a "not to exceed" amount, as follows: (a) for international processing, from \$300 up to \$400 per flight or \$4 per person processed, whichever is greater; (b) for the inspection area, from \$100 up to \$200 for special events or functions; and (c) for the reboarding lounge, from \$100 up to \$300 for special purpose or function.

3. Section IV:
- a. Ground transportation fee by an owner/operator who does not have an IAA operating agreement and is in connection with a special event or convention has been changed from \$50 up to \$100 per vehicle per trip.
  - b. New section added which requires a 10% fee of any amounts collected from a customer for electrical vehicle charging at the Airport.
  - c. New section added allowing IAA to impose a penalty fee (\$100 for first violation, and \$500 for failure to remedy within 30 days after written notice from IAA) if a person or entity fails to timely provide an insurance certificate to IAA as required by a contractual obligation.
  - d. New section added allowing IAA to charge a fee when a person or entity requests IAA to prepare/approve documents beneficial to said person or entity (or to a transaction to which said person or entity is a party), but which are not initiated by IAA and are in the nature of an "accommodation" to said person or entity, such as temporary rights-of-entry and temporary easements. This fee is intended to help defray the costs incurred by IAA's staff in accommodating said request. Fee determined based on three tiers: if less than 5 hours of work, \$750; if between 5 and 10 hours of work, \$1,500; and if greater than 10 hours of work, \$2,250.
  - e. New section added allowing IAA to charge a \$200 fee per occurrence when a truck enters the airside on a public apron area at the Airport.
4. Section V:
- a. Deletion of a \$35 fee per month for alarm system monitoring.
  - b. For changes to existing Airport ID badges, addition of new \$10 fee.
5. Section VII:
- a. Establishment of new video conferencing fees charged to tenants and licensees who request or elect to use this new service from IAA.

Schedule

November 18, 2011	Introduction of General Ordinance No. 3-2011
December 16, 2011	Public Hearing/Consideration for Adoption of said Ordinance

Revenue and/or Operating Cost Implications

The Rates and Charges Ordinance is the principal document to impose fees and charges for the use of Airport facilities in support of the 2012 approved operating and capital budgets of the IAA.

Diversity Participation

Not applicable.

GENERAL ORDINANCE 3-2011

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

WHEREAS, the Authority desires to enact reasonable rates for the use of its airport facilities and services, commencing January 1, 2012;

WHEREAS, the Authority has considered a number of factors in determining reasonable landing fees and space rental rates, including the following: the projected revenues, expenses, and need for capital projects and comparisons with the rates of other airports; and

WHEREAS, representatives of the Authority have held discussions with representatives of many of the airline companies serving the Indianapolis International Airport (the "Airport") regarding such factors, and have received the advice and comments of all airline companies serving the Airport.

NOW, THEREFORE, be it ordained by the Authority's Board:

Section 1. The following terms are hereby defined as follows:

A. Air Carrier

A person, company, corporation or other entity operating a commercial air transportation system by aircraft for the purpose of carriage of persons, cargo, mail or other property.

B. Aircraft Remote Parking Areas

A portion of the passenger terminal apron and other remote apron areas at the Airport, designated for the parking of diverted,

overnight, passenger, cargo, and other types of aircraft and operations.

C. Airport

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

D. Airport Terminal Building

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

E. Certificated Air Carrier

A person, company, corporation or other entity operating a commercial air transportation system pursuant to the provisions of Federal Aviation Regulation Part 119, Part 121, or Part 129.

F. Certificated Gross Landing Weight

The maximum certificated gross landing weight in 1,000 pound units as approved by the Federal Aviation Administration ("FAA") for landing of an aircraft.

G. Commuter Air Carrier

A person, company, corporation or other entity operating a commercial air transportation system pursuant to the provisions of Federal Aviation Regulation Part 119 and Part 135 on a regular published schedule of aircraft arrivals and departures utilizing the

Airport Terminal Building or the International Arrivals Building located at 7001 Pierson Drive.

H. Contract Day

The term "Contract Day" shall mean each twenty-four (24) hour period, or fraction thereof, for which an RAC (hereinafter defined) rents an automobile to a customer.

I. Customer Facility Charge or CFC

The term "Customer Facility Charge" or "CFC" shall mean the charge to be collected by each RAC and remitted to the Authority pursuant to Section IV(K) hereof.

J. Customer Rental Transaction

The term "Customer Rental Transaction" shall mean a single rental transaction with a customer for a consecutive number of Contract Days.

K. Deplaned Passenger

"Deplaned Passenger" (or "Deplaning Passenger") shall mean a person arriving at the Airport by aircraft as a paying or non-revenue passenger.

L. Enplaned Passenger

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

M. Executive Director/CEO

The person appointed by the Authority as Executive Director & Chief Executive Officer, or the Executive Director/CEO's designee, responsible for the operation, maintenance, and management of the Authority's various airport facilities.

N. General Aviation Aircraft

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

O. Ground Transportation Provider

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

P. International Arrivals Building

The building located at 7001 Pierson Drive at the Airport.

Q. Landing

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

R. Military Aircraft

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

S. Non-Based Employee

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

T. Non-Scheduled Air Carrier

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

U. Non-Signatory Air Carrier

The term “Non-Signatory Air Carrier” shall mean an Air Carrier providing air transportation of passengers or property by air to and from the Airport which has not executed the Authority’s 2010 form of “Agreement and Lease of Premises”, for the use of, and for occupancy of, space and/or facilities at the Airport.

V. General Ordinance

The term “General Ordinance” shall mean this General Ordinance 3-2011.

W. RAC

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

X. Scheduled Air Carrier

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

Y. Signatory Air Carrier

The term "Signatory Air Carrier" shall mean an Air Carrier providing air transportation of passengers or property by air to and from the Airport, which has executed Authority's 2010 form of "Agreement and Lease of Premises", for the use of, and for occupancy of, space and/or facilities at the Airport.

Section II. The following schedule of rates, fees, and charges is hereby created and established for operators of aircraft using Hendricks County Airport, Eagle Creek Airpark, Metropolitan Airport, Indianapolis Regional Airport, and the Downtown Heliport:

- A. General Aviation Aircraft not operating on a regular schedule shall pay a fuel flowage fee of \$0.06 per gallon of fuel delivered into the fuel tanks of such aircraft.
- B. Military Aircraft shall pay a fuel flowage fee of \$0.06 per gallon of fuel delivered into the fuel tanks of such aircraft.
- C. Charges for removal of disabled aircraft by Authority:

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

shall fully release and discharge the Authority from any and all liability related to the removal of aircraft.

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

- A. General Aviation Aircraft, Military Aircraft, and Non-Scheduled Air Carrier
  1. General Aviation Aircraft not operating on a regular schedule shall pay a fuel flowage fee of \$0.07 per gallon of fuel delivered into the fuel tanks of such aircraft.
  2. Military Aircraft shall pay a fuel flowage fee of \$0.07 per gallon of fuel delivered into the fuel tanks of such aircraft.
  3. Operators of Non-Scheduled Air Carrier aircraft operating under Federal Aviation Regulation Part 119, Part 121, or Part 129 shall pay a landing fee of \$2.85 per 1,000 pounds of Certificated Gross Landing Weight for each aircraft for each landing.
  4. Operators of large aircraft, as defined in Federal Aviation Regulation Part 125, shall pay a landing fee of \$2.85 per 1,000 pounds of Certificated Gross Landing Weight for each aircraft for each landing.
  5. Aircraft operated by carriers pursuant to Federal Aviation Regulation Part 91, Part 119, or Part 135, on a regular schedule and pursuant to an Airport Use Agreement, shall

pay a basic fee of \$150.00 per month per aircraft and a fuel flowage fee of \$0.07 per gallon of fuel delivered into the tanks on such aircraft. In the event that the total Certificated Gross Landing Weight for each aircraft operated by such carrier shall average 250,000 or more pounds per month, such carrier may petition Authority to pay the rates and charges established by Section III(A)(3) in lieu of the charges established by this subparagraph.

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

1. Annual Space Rental

An annual space rental charge per square foot of area is hereby levied upon all Signatory Scheduled Air Carriers, Signatory Commuter Air Carriers, Non-Signatory Scheduled Air Carriers, and Non-Signatory Commuter Air Carriers, for occupancy of space in and near the Airport Terminal Building, as follows:

	<u>Signatory</u>	<u>Non-Signatory</u>
A. Terminal	\$92.80	\$139.20
B. Office or Club Room	\$92.80	\$139.20
C. Hold Rooms	\$92.80	\$139.20
D. Operations Space	\$92.80	\$139.20
E. Baggage Make-up/Bag Claim	\$92.80	\$139.20
F. Ticket Counter	\$92.80	\$139.20
G. Aircraft Apron	\$ 0.57	\$ 0.86

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

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

(a) Twenty percent (20%) of total bag space square footage (including baggage claim, baggage make-up, and inbound baggage set-off) shall be allocated equally among the following: Signatory Airlines using the baggage system and non-signatory airlines with two percent (2%) or more of total enplaned passengers. Such charges shall be determined based on the number of airlines meeting the above criteria each December 1 for the following calendar year. Should the number of airlines meeting these criteria increase or decrease after December 1, an adjustment will be made accordingly for the remainder of the year.

(b) Eighty percent (80%) of total bag space square footage (including baggage claim, baggage make-up, and inbound baggage set-off) shall be allocated to each airline (both signatory and non-signatory) using the baggage

system. All signatory airlines and non-signatory airlines with two percent (2%) or more of total enplaned passengers shall pay based on their percentage share of total enplaned passengers forecasted at Airport for calendar year for which rates will be set. Non-signatory airlines with less than 2% of total enplaned passengers shall pay a fee per enplaned passenger of \$6.71.

3. Landing Fees

There are hereby established and levied landing fees upon each Non-Signatory Air Carrier using the Airport, a landing fee of \$2.85 per 1,000 pounds of Certificated Gross Landing Weight of each aircraft for each landing. Signatory Air Carriers shall pay a landing fee of \$1.90 per 1,000 pounds of Certificated Gross Landing Weight of each aircraft for each landing. Each Air Carrier subject to the landing fee provisions of Section III of this General Ordinance shall electronically provide to the Executive Director/CEO, on or before the fifteenth (15<sup>th</sup>) day of each month, an accurate verified report of landed weight, as prescribed by the Executive Director/CEO, and concurrently with transmittal of said report, tender payment in the amount of landing fees for that Air Carrier's operations at the Airport during the preceding month. Landing fee charges shall be due on the

first (1<sup>st</sup>) of the month and payable no later than the fifteenth (15<sup>th</sup>) day of each month for the preceding calendar month of operations. The report submitted by Air Carriers shall include, but shall not be limited to: (1) Air Carrier's total number of landings by type and model of aircraft and Certificated Gross Landing Weight of each type and model of aircraft; (2) the total number of Enplaning Passengers and Deplaning Passengers; and (3) the amount in pounds of freight, mail, and other cargo carried or transported by the Air Carrier for such month. Such reports shall be subject to review and audit by the Authority, and Air Carrier's records with respect to such reports shall be retained for five (5) years after the creation thereof.

4. Passenger Records

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

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

- (a) International Processing Fee: Users shall pay a minimum service facility fee not to exceed \$400.00 per flight (as approved by the Executive Director/CEO), or not to exceed \$4.00 per person processed (as approved by the Executive Director/CEO), whichever is greater, for use of the inspection area and reboarding lounge in the International Arrivals Building.
- (b) Inspection Area: When used separately to accommodate special events or functions, the user shall pay a fee not to exceed \$200.00 (as approved by the Executive Director/CEO).
- (c) Reboarding Lounge: When used separately to accommodate deplaning or enplaning passengers or for special purpose or function, the user shall pay a fee not to exceed \$300.00 (as approved by the Executive Director/CEO).
- (d) International Arrivals Ramp: A parking fee of \$200.00 per twenty-four (24) hour period (or fraction thereof) shall be paid by aircraft operators who utilize the

International Arrivals Ramp for overnight parking or extended aircraft parking.

6. International Arrivals at Airport Terminal Building

(a) A ramp fee of \$200.00 for each turn flight.

(b) A parking fee of \$200.00 per twenty-four (24) hour period (or fraction thereof) shall be paid by aircraft operators who utilize the International Arrivals Ramp for overnight parking or extended aircraft parking.

7. Aircraft Remote Parking Areas

Aircraft operators parking aircraft in the designated overflow apron areas shall pay \$200.00 per twenty-four (24) hour period (or fraction thereof).

8. Gate Use Fee

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

(a) <u>Terminal Facilities</u>	<u>Up to 3 hours</u>	More than 3 hours but less than 9 hours
	<u>NON-SIGNATORY AIR CARRIER</u>	

Hold Room & Loading Bridge	\$300.00	\$600.00
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Aircraft Apron	\$100.00	\$200.00
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Operations Space	\$ 65.00	\$130.00
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Ticket Counter and Public

Address System	\$ 65.00	\$130.00
	More than 9 hours but less than 18 hours	18 hours to 24 hours
Hold Room & Loading Bridge	\$1,300.00	\$2,800.00
Aircraft Apron	\$ 200.00	\$ 200.00
Operations Space	\$ 260.00	\$520.00
Ticket Counter and Public Address System	\$ 260.00	\$520.00

(b) Terminal Facilities Up to 3 hours More than 3 but  
less than 9 hours

SIGNATORY AIR CARRIER

Hold Room & Loading Bridge	\$150.00	\$200.00
Aircraft Apron	\$ 50.00	\$200.00
Operations Space	\$ 65.00	\$130.00
Ticket Counter and Public Address System	\$ 65.00	\$130.00

More than 9 hours  
but less than 18 hours 18 hours  
to 24 hours

Hold Room & Loading Bridge	\$ 600.00	\$1,400.00
Aircraft Apron	\$ 200.00	\$200.00
Operations Space	\$ 190.00	\$380.00
Ticket Counter and Public Address System	\$ 190.00	\$380.00

9. Charges for Removal of Disabled Aircraft by Authority

If pilots, owners or agents of Air Carriers (the "Responsible Party" or "Responsible Parties") request that Authority

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

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

A. Taxicabs/Operating Agreement and Concession Fees

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

3. The minimum taxi fare for trips originating at the Airport shall be \$15.00.

B. Ground Transportation Agreement Fees

1. Fees. Any person, company or other entity operating a business, an integral part of which involves persons or baggage being regularly transported between the Airport and a motel, hotel, parking lot, or auto rental office situated off Airport property, in vehicles owned or operated by the person, company or other entity providing the service (or subcontractor thereof), shall pay the following fees and charges, and, at the discretion of the Executive Director/CEO, said fees and charges may be prorated to a convenient calendar date:

(a) Hotel and Motel Vehicles

- (i) An annual registration fee not to exceed \$1,000.00 (as approved by the Executive Director/CEO), per vehicle.
- (ii) A trip fee not to exceed \$2.50 (as approved by the Executive Director/CEO), per vehicle used for transportation of customers from the Airport.

(b) Off-Airport Car Parking Companies

A fee of ten percent (10%) of all sales and fees for the parking of automobiles, courtesy vehicle shuttle

transportation, valet parking services, and automobile services, as follows:

- 1) washing and waxing
- 2) detailing or interior cleaning
- 3) oil, lube and filter
- 4) bulb repair or replacement

for its customers arriving, departing or using Airport.

(c) Off-Airport Auto Rental Companies

A fee of ten percent (10%) of all sales and fees for the rental of automobiles and services, as follows:

- 1) time and mileage
- 2) unused voucher revenue
- 3) CDW allocated inclusive
- 4) loss damage waiver
- 5) personal accident insurance
- 6) extended liability protection
- 7) personal effects coverage
- 8) protection plus
- 9) fuel service option
- 10) fuel recharge
- 11) intercity fees
- 12) coupons
- 13) baby seat revenue
- 14) navigational systems
- 15) additional driver
- 16) under age driver
- 17) ski racks
- 18) cellular phone commission
- 19) change of equipment
- 20) miscellaneous vehicle revenue
- 21) airport fees

for its customers arriving, departing or using Airport.

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

the Authority, agrees that the Authority shall have the right to inspect and audit such person's, company's, or entity's books of account and other records pertaining to its business operations in connection with the Airport, which books of account and other records shall be retained by such person, company or entity for a period of not less than five (5) years.

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

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

- D. Other Ground Transportation Providers
  1. Ground Transportation Providers shall pay a trip fee for transportation from the Airport (as approved by the Executive

Director/CEO), not to exceed the fees specified in the following table:

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

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

E. Special Events

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

F. Ground Transportation Booth Fees

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

G. Automatic Vehicle Identification

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

H. Conference and Meeting Rooms

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

I. General Concession & Service Fees

Any person, firm, partnership, corporation, limited liability company, or any other business entity providing services or concessions on the Airport shall be required to obtain a Use Permit or other written agreement from the Authority and to pay the appropriate fees specified in said Use Permit or Agreement for the service or concession to be provided.

J. Public and Employee Parking

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

K. Customer Facility Charge

1. Each RAC shall pay a fee for each Customer Rental Transaction, and the Executive Director/CEO shall have the authority to set the fee in an amount not to exceed \$4.00 per rental car Contract Day, for a maximum of fourteen (14) Contract Days.
2. The Customer Facility Charge shall be shown as a separately itemized charge on each customer contract for such RAC and described as "Customer Facility Charge" or "CFC", with a footnote approved by the Authority explaining the abbreviation.
3. Each RAC must hold the CFC revenues collected by it, in trust, in a fiduciary capacity for the Authority. All of the CFC revenues collected and held will be considered the Authority's

property and will not be considered gross revenues of the RAC. Each RAC shall hold CFC revenue collections in a custodial capacity, in which the RAC has no interest other than that of custodian, and shall not hold or have either an ownership or equitable interest in said CFC revenues collected.

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

5. Each RAC shall maintain records and controls that are sufficient to demonstrate the accuracy of the CFC revenues collected and the amount of CFC revenue collections remitted.

These accounting records must be made available for inspection and examination at all reasonable times by the Authority or its duly authorized representative(s). Should travel to an RAC's out-of-state offices be required in order to conduct such an examination or inspection, all reasonable costs incurred by the Authority or its duly authorized representative(s), including, but not limited to, airfare, meals, lodging and local transportation, shall be paid by such RAC.

6. Each RAC shall provide to the Executive Director/CEO, no later than October 1<sup>st</sup> of each calendar year, a statement showing such RAC's projected Contract Days for the forthcoming year.

7. The Authority reserves the right to adjust the amount of the CFC, at such times as it deems necessary or appropriate, upon at least sixty (60) days prior written notice to each RAC.
8. No RAC shall be entitled to any rights of offset or other reduction in the requirements herein, and shall remit all CFC revenues collected to the Authority regardless of any amounts that may be owed or due to such RAC by the Authority.
9. It is understood and agreed that all CFC revenues required to be collected by an RAC may be pledged for, or dedicated to, the payment of airport bonds or other obligations pursuant to the applicable bond documents, and such other costs as agreed to by the Authority.
10. Each RAC shall remit the CFC revenues collected to the Authority at the address provided in the current RAC Agreement, and shall pay such revenues in U.S. dollars without exchange for foreign currency. Each RAC shall timely remit its CFC revenue collections to the Authority.
11. Within ninety (90) days after the end of each calendar year, RAC shall employ a certified public accountant (the "CPA"), who shall provide an unqualified written statement to the Authority stating whether, in the CPA's opinion, the CFC revenues collected by the RAC, and the number of Customer Rental Transactions and Contract Days during the preceding year pursuant to this

Agreement, were remitted and provided to the Authority in accordance with the terms of this Ordinance. Such statement shall contain a list, by month, of the CFC revenues collected, the number of automobile rental days, and number of Contract Days as shown on the books and records of the RAC that were used to determine the payments made to the Authority during the period covered by the statement. An electronic copy of the annual CFC report shall be submitted to the Authority with the annual CFC statement. Each RAC shall make payment of any additional amount due as reflected in the CPA statement to the Authority at the time the CPA statement is provided to the Authority.

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

L. Electric Vehicle Charging

Any person or entity operating a business at the Airport which involves, in any respect, the electrical charging of vehicles for its

customers, may be required to pay a fee of ten percent (10%) of all of its sales or charges therefor.

M. Insurance Certificates

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

N. Requested Document Preparation or Approval Fees

In connection with a request made by a person or entity for the Authority to prepare and/or approve documents that are beneficial to said person or entity (or to a transaction to which said person or entity is a party), but which are not initiated by the Authority and are in the nature of an “accommodation” to said person or entity (e.g., easements, consents to assignment of leases, consents to

subleases, temporary rights-of-entry, etc.), then, in such event, said person or entity shall pay a fee to help defray the costs incurred by the Authority's staff in accommodating said request, which fee shall be determined based on the amount of work required of the Authority's staff pursuant to the following tiers:

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

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

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

O. Airside Semi-Truck Access

Truck owners or operators shall pay an access fee not to exceed \$200.00 per loading operation (as approved by the Executive Director/CEO) which occurs airside on the public apron area at the Airport.

Section V. With respect to public safety fees:

A. Fingerprinting and Criminal Records Check

A fee of \$50.00 shall be paid by each person requesting issuance of an Airport identification badge that requires fingerprinting the person and conducting a criminal record background check of such person.

B. Alarm System False Alarm Fees

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

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

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

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

C. Badge Replacement Fees

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

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

Section VI. With respect to copying fees:

A. As permitted under Indiana Code §5-14-3-8, the Authority may charge \$0.10 per page for photocopies.

B. As permitted under Indiana Code §9-29-11-1, the Airport Police Department may collect a fee of \$5.00 per report for copies of motor vehicle accident reports. The fees collected for motor

vehicle accident reports shall be deposited into a training fund for police officers.

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

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

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

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

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

terminal, concourse, Ground Transportation Center (GTC), or Garage Communication Room (GCR)	
Additional Cat 6 cables beyond base terminal build-out (cables from Comm. Room to tenant space)	\$19.95/cable per month
Additional Cat 3 cables beyond base terminal build-out (cables from Comm. Room to tenant space)	\$19.95/cable per month
Coax cable for cable TV	\$19.95/month per port

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

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

**Section VIII.**

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

Section IX.

As a condition precedent to the right of any aircraft operator to use the Airport, it shall comply with all the reporting and payment requirements hereinabove set forth. Any such aircraft operator failing to comply with said requirements shall be barred from the use of any of the Authority's airport facilities.

Section X.

For all payments due to the Authority pursuant to the provisions of this Ordinance, other agreements with Authority, or any funds payable to the Authority, there shall be added interest computed at the rate of 1½% per month from the due date of such payment, same to be assessed whenever any payment shall become thirty (30) days overdue and provided that the aggregate monthly interest for such overdue account exceeds Ten Dollars (\$10.00).

Section XI.

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

Section XII.

The provisions of this Ordinance shall be severable, and, if any of the provisions hereof shall be held to be unconstitutional, invalid or illegal by

a court of competent jurisdiction, such decision shall not affect the validity of any of the remaining provisions of this Ordinance.

Section XIII.

Any ordinances or parts thereof, of the Authority that is inconsistent with the terms of this General Ordinance, are hereby superseded.

Section XIV.

This General Ordinance shall be in full force and effect as of January 1, 2012.

ENACTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

INDIANAPOLIS AIRPORT AUTHORITY\*

By \_\_\_\_\_  
Michael B. Stayton, President

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

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MARION        )

I, Alfred R. Bennett, the duly elected and qualified Secretary of the Indianapolis Airport Authority, Indianapolis, Indiana, do hereby certify that the foregoing is a full, true, and complete copy of an Ordinance adopted by the Indianapolis Airport Authority's Board at a regular/special meeting of said Board held at its offices at the Indianapolis International Airport on December \_\_\_\_, 2011, and that said Ordinance has not been amended, rescinded or revoked.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE INDIANAPOLIS

AIRPORT AUTHORITY on this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

IAA Board Meeting  
Consent Calendar Agenda  
November 18, 2011

Consider for approval:

A) Capital

**BP2011-11-1** A contract with Langham Airport Logistics, LLC for Dock Master Services, WBE 100.00% (Langham Airport Logistics, LLC), D/MBE 0.00%.

**BP2011-11-2** Brightpoint's Lease Amendment.

**BP2011-11-3** The election of David Holt, Cinda Kelley-Hutchings, and Jack Morton to the GIFTZ Board of Directors for an initial term of three (3) years commencing November 18, 2011.



## Board Memo - Contract

To: IAA Board of Directors

From: Marsha Stone, Chief Financial Officer

Date: October 26, 2011

Board Date: November 18, 2011

Subject: Contract with Langham Airport Logistics, LLC for Dock Master Services

### Background

The Indianapolis Airport Authority implemented a dock master program concurrent with the opening of the new terminal in November 2008. The primary purposes of implementing the dock master program were: (1) to create efficiency in the utilization of the dock and in managing delivery services and (2) to enhance security by limiting the number of vehicle operators in the apron area. The Authority signed an agreement with Langham Airport Logistics for dock master services that expires December 31, 2011.

On September 6, 2011, the IAA issued a Request for Proposal (RFP) and advertised for Dock Master Services for a term of three years. On October 12, 2011, the IAA received four proposals that were reviewed and scored by an evaluation team consisting of employees from the finance, retail, operations, and procurement departments. All proposals were scored using criteria categories specified in the RFP with Langham Airport Logistics, LLC being the successful respondent.

### Scope

The scope of this project is to provide dock master services to the Authority for a term of three (3) years, expiring December 31, 2014. The dock master receives all deliveries to the airport's landside loading dock, provides for deliveries to the Authority and airport tenants, and manages the restaurant operator's used cooking oil disposal program.

### Budget

The authority would pay an annual fee of \$612,000.00 in 2012 for dock master services. The fee would be adjusted by an inflation factor of 3% for 2013 and 2014. The new annual fee is less than the Authority's current annual fee of \$791,929.56 for the same existing dock master services.

Supplier Diversity Participation

FIRM	AMOUNT			%		
	DBE	MBE	WBE	DBE	MBE	WBE
Langham Airport Logistics, LLC	\$0.00	\$0.00	\$????	0%	0%	100%

Recommendation

The IAA staff has reviewed the proposal and recommends that the Board consider for approval a contract with Langham Airport Logistics, LLC for Dock Master Services, WBE 100.00% (Langham Airport Logistics, LLC), D/MBE 0.00%.



**Board Memo**  
**Brightpoint North America L.P.**  
**Lease Amendment**

To: IAA Board of Directors

From: Marsha Stone, Chief Financial Officer

Date: October 26, 2011

Board Date: November 18, 2011

Subject: Brightpoint North America L.P. Lease Amendment

Background

The Indianapolis Airport Authority (IAA) is the Foreign Trade Zone (FTZ) "grantee" representing Central Indiana communities. In 1980, the IAA created a separate company, the Greater Indianapolis Foreign Trade Zone, Inc. (GIFTZ), a not-for-profit 501C (6), to administer the FTZ program.

Brightpoint North America L.P. (Brightpoint), a participant in the Alternative Site Framework (ASF) program, is requesting an amendment to their existing FTZ agreement (executed on January 15, 2010). Brightpoint would like to include its new Site #7 facility, located at: 1451 AllPoints Court, Plainfield, IN, in the ASF program.

Brightpoint, a global leader in the distribution of wireless devices, will benefit in the program by product consolidation, a process known as "kitting" that will occur in the U.S. instead of overseas. "Kitting" allows the products to become duty free in an FTZ.

Brightpoint has requested the new Site #7 be included as an approved FTZ site. Their designated FTZ sites are noted below:

- Site #1: 495,720 square foot building on 34.34 acres, located at 501 Airtech Parkway, Plainfield, IN. (previously approved)
- Site #2: 321,637 square foot building on 18.58 acres, located at 1251 South Perry Road, Plainfield, IN. (previously approved)
- Site #7: 503,157 square foot building on 35.798 acres, located at 1451 AllPoints Court, Plainfield, IN. (new)

With Site #7 being granted FTZ status, Brightpoint will have 1,322,534 square feet of FTZ warehouse space that resides on 88.718 acres. With the addition of the new Site #7 warehouse, Brightpoint will locally employ approximately 1,470 people in its Plainfield facilities, increase its annual payroll in excess of \$46 million, and have invested approximately \$35,000,000 in its three facilities. Worldwide, Brightpoint employs approximately 3,200 individuals, with annual revenues of \$4.6 billion (2010).

Scope

The GIFTZ Board supports the IAA's approval for Brightpoint's lease amendment. This will allow the use of FTZ benefits at Site #7.

Schedule

November 18, 2011: IAA approval of Brightpoint's lease amendment.

Revenue and/or Operating Cost Implications

Revenue:

The GIFTZ Board publishes a public rates and charges document referred to as a Zone Schedule. Total revenue for the 1,322,534 square feet of active FTZ space is \$48,000 per annum upon activation of the benefits, which is anticipated to begin on January 1, 2012.

Operating Costs:

The GIFTZ has no initial costs associated with Brightpoint application and designation process. Once Brightpoint activates the use of its FTZ privileges, the GIFTZ will expend approximately \$4,900 per annum; which consists of \$1,400 in NAFTA membership dues and \$3,500 for professional/GIFTZ staff to conduct inspections and perform annual audits.

Supplier Diversity Participation

Not applicable.

Recommendation

The IAA staff and GIFTZ Board recommend the IAA consider for approval Brightpoint's lease amendment.

ADJUSTMENT TO EXHIBIT "A" OF FOREIGN TRADE SUBZONE AGREEMENT  
ENTERED INTO ON JANUARY 15, 2010  
BETWEEN THE INDIANAPOLIS AIRPORT AUTHORITY AND  
BRIGHTPOINT NORTH AMERICA L.P.

Pursuant to Paragraph 14.10 of the Foreign Trade Subzone Agreement entered into on January 15, 2010, between the Indianapolis Airport Authority as the GRANTEE of FTZ (No. 72) and Brightpoint North America L.P. as the SUBZONE OPERATOR, the parties are hereby adjusting Exhibit "A" of said Agreement effective November 18, 2011, by adding to Exhibit "A," ALLPOINTS MIDWEST 2 depicted on the attachment hereto; which is within Site #7 of FTZ No. 72 and is located at 1451 AllPoints Court, Plainfield, Indiana.

This adjustment of Exhibit "A" is in accord with the requirements of Paragraph 14.10 and shall be deemed a part of said Agreement in that it bears the signature of both parties to the Agreement. Although ALLPOINTS MIDWEST 2 is part of Magnet Site #7 of FTZ No. 72, for purposes of this Agreement it will constitute part of the Subzone Facility.

As of the effective date of this adjustment, Exhibit "A" will consist of the following:

Subzone Site 1 - located at 501 Airtech Parkway, Plainfield, Indiana  
Subzone Site 2 - located at 1251 South Perry Road, Plainfield, Indiana  
Portion of Magnet Site #7 - located at 1451 AllPoints Court, Plainfield, Indiana

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned.

INDIANAPOLIS AIRPORT AUTHORITY:

\_\_\_\_\_  
Michael B. Stayton, President Date \_\_\_\_\_

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

BRIGHTPOINT NORTH AMERICA L.P.  
By: Brightpoint North America, Inc., its general partner

By: \_\_\_\_\_  
Printed: J. Mark Howell  
Title: President  
Date: \_\_\_\_\_

Brightpoint North America, L.P.  
Proposed Subzone Site 2  
1251 South Perry Road  
Plainfield, Indiana  
Foreign-Trade Subzone No. 72

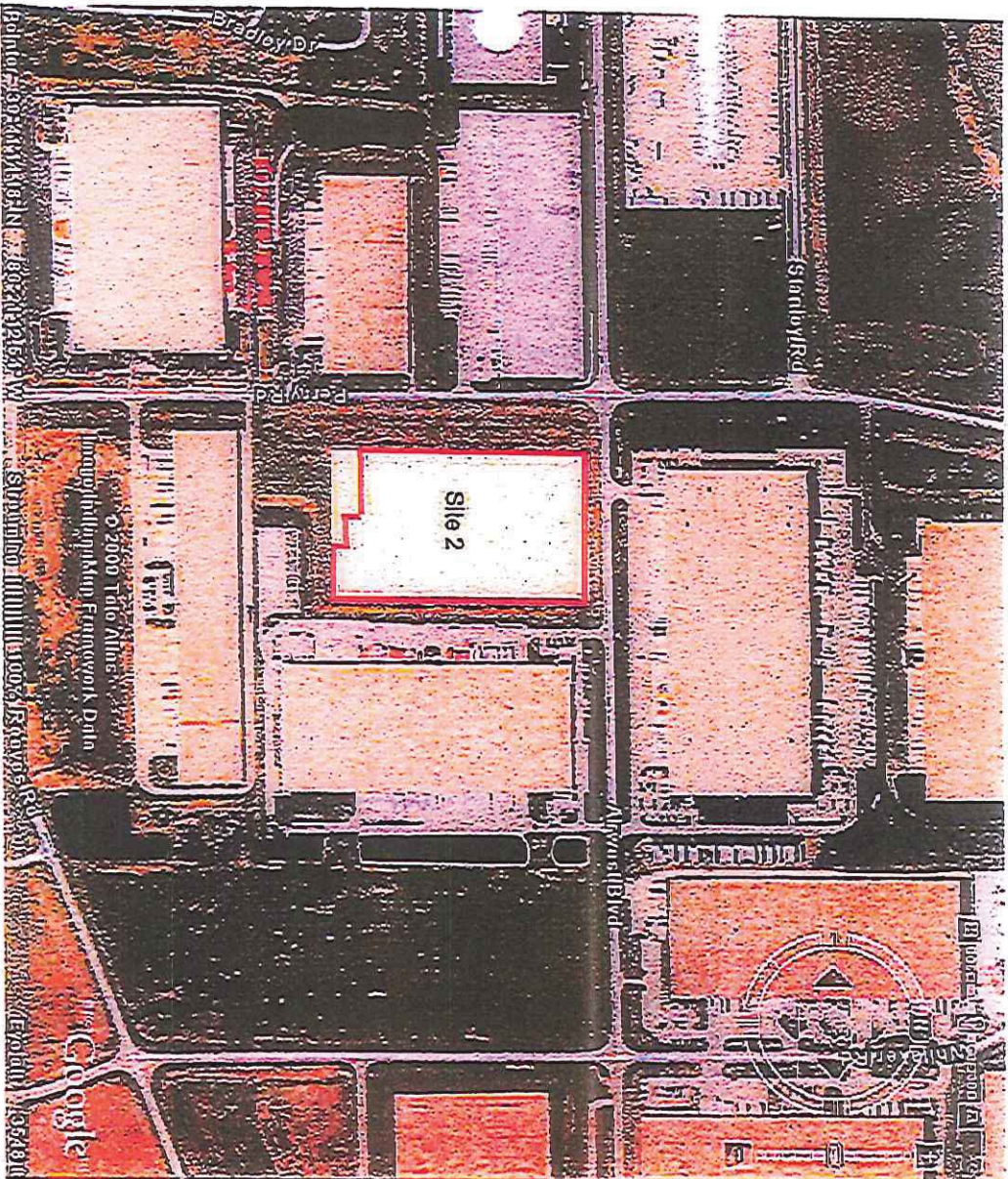


Exhibit "A"

Brightpoint North America, L.P.  
Proposed Subzone Site 1  
501 Airtech Parkway  
Plainfield, Indiana  
Foreign-Trade Subzone No. 72

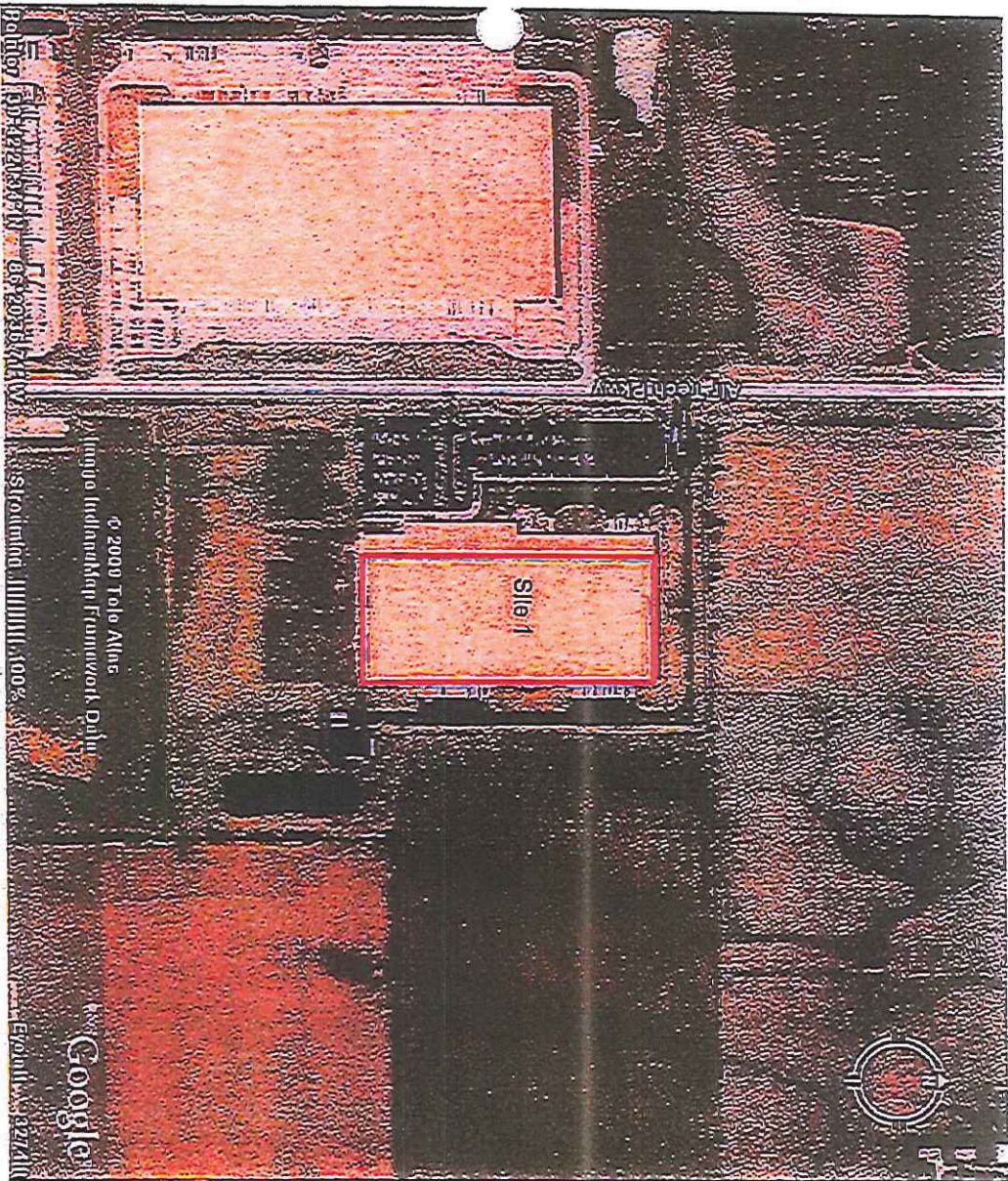
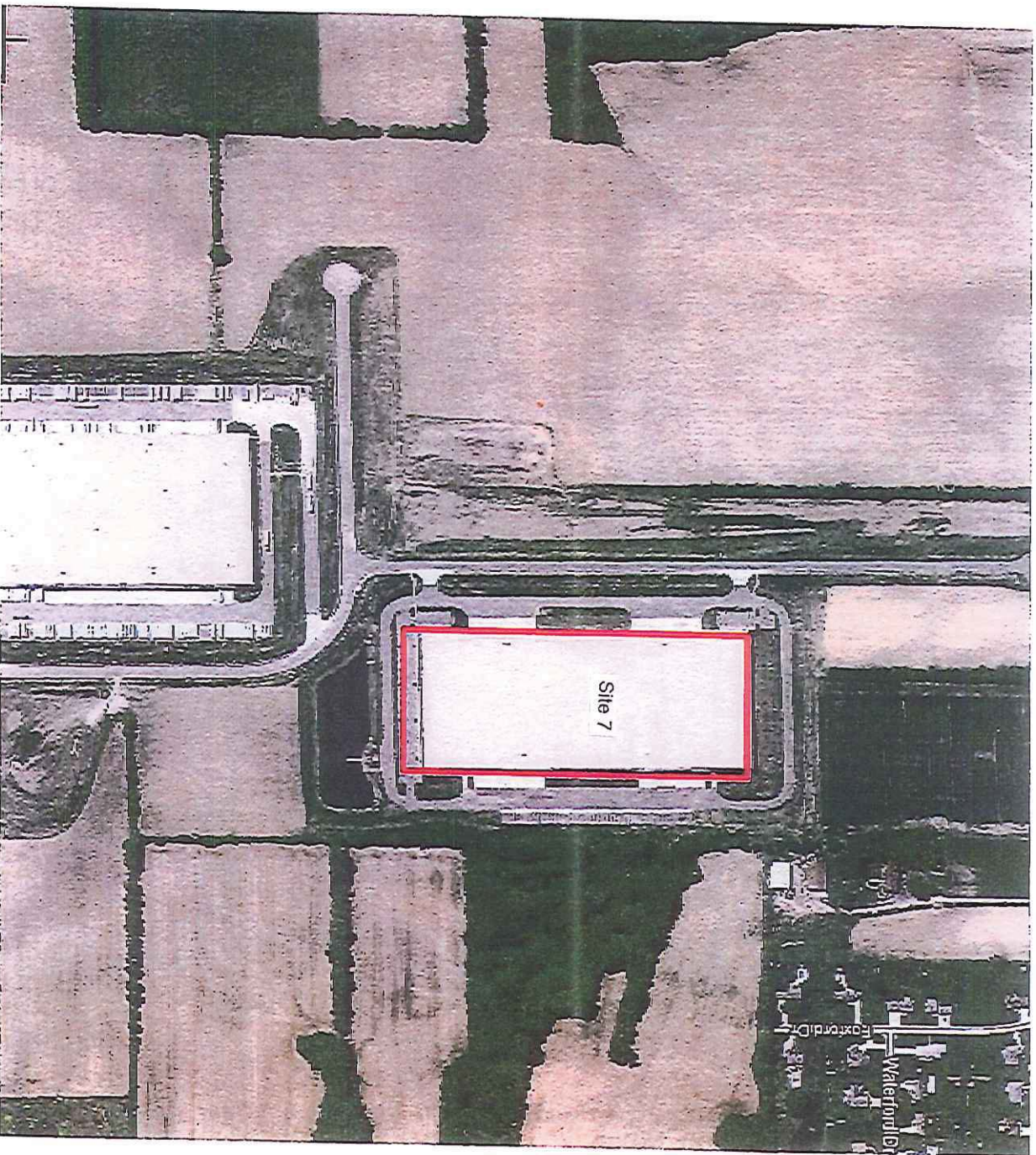


Exhibit "A"

Brightpoint North America, L.P.  
Proposed Foreign Trade Zone, Site 7  
1451 AllPoints Court  
Plainfield, IN





## Board Memo – GIFTZ Board Members

To: IAA Board of Directors

From: Alfred R. Bennett

Date: October 26, 2011

Board Date: November 18, 2011

Subject: GIFTZ Board Members

### Background

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

The GIFTZ By-laws allow 5-15 members to be seated on the GIFTZ Board. Both the Operating Director and one IAA Board Member seated on the GIFTZ Board have no assigned term and are appointed positions by the IAA. All other GIFTZ Board Members are elected by the IAA Board and serve a three year term.

Currently, the GIFTZ Board is comprised of 11 individuals from various industry backgrounds that volunteer their time and expertise. It is a strategic goal to staff the GIFTZ Board with individuals that can support the marketing and business networking efforts to reach out to businesses located in 39 Central Indiana counties served by the FTZ program. GIFTZ Board Members actively promote the use of the FTZ program; which in turn assists Indiana companies grow, retain jobs, and promote a balanced approach to global trade.

### Scope

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

- David Holt, Vice President of Operations and Business Development, Conexus Indiana
- Cinda Kelley-Hutchings, Executive Director, Hendricks County Economic Development Group
- Jack Morton, IAA Board Member, Hancock County

Schedule

November 18, 2011: IAA approval of three additional GIFTZ Board members, effective November 18, 2011.

Revenue and/or Operating Cost Implications

Revenue:

Not applicable.

Operating Costs:

Not applicable.

Supplier Diversity Participation

Not applicable.

Recommendation

It is recommended the IAA consider for approval the election of David Holt, Cinda Kelley-Hutchings, and Jack Morton to the GIFTZ Board of Directors for an initial term of three (3) years commencing November 18, 2011.