



BOARD OF COMMISSIONERS  
REGULAR MEETING  
WEDNESDAY, SEPTEMBER 16, 2015; 3:00 p.m.

DUPAGE AIRPORT FLIGHT CENTER  
2700 INTERNATIONAL DRIVE  
WEST CHICAGO, ILLINOIS 60185

TENTATIVE AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
4. APPROVAL OF MINUTES TAB #1 PAGE #1  
  
June 24, 2015 Regular Board Meeting  
June 24, 2015 Finance, Budget and Audit Committee Meeting  
June 24, 2015 Capital Development, Leasing and Customer Fees Committee Meeting  
June 24, 2015 Golf Committee Meeting
5. DIRECTOR'S REPORT TAB #2
6. REVIEW OF FINANCIAL STATEMENTS TAB #3 PAGE #14
7. REPORT OF OFFICERS/COMMITTEES
  - a. Internal Policy and Compliance Committee
  - b. Finance, Budget & Audit Committee
  - c. Golf Committee
  - d. Capital Development, Leasing & Customer Fees Committee
  - e. DuPage Business Center
8. NEW BUSINESS
  - a. Proposed Resolution 2015-1961; Award of Contract to Snow Systems for Snow Removal Services: 2015/2016 Season.  
*Approves a parking lot and sidewalk shoveling Snow Removal Contract for the 2015/2016 winter season. Hourly rates of \$55 for pickup trucks, \$85 for skid loaders and \$24 for shoveling labor.*  
Finance Committee TAB #4 PAGE #24



- h. Proposed Resolution 2015-1970; Authorizing the Execution of an Antenna and Equipment Space Lease Agreement Between the DuPage Airport Authority and DuPage Public Safety Communications.**

*Authorizes a lease agreement for space necessary to accommodate DuPage Public Safety Communications owned microwave dish antenna and base station receiver antenna public safety communication equipment at the DuPage Flight Center – 2700 International Drive, West Chicago, IL.*

**Capital Development Committee**

**PAGE #66**

- i. Proposed Resolution 2015-1967; Authorizing the Execution of an Agreement Between the DuPage Airport Authority and Vertiport OPCO, LLC.**

*Authorizes execution of an agreement with Vertiport Chicago to compensate Vertiport Chicago for certain fees generated by transient jet aircraft users who utilize Vertiport Chicago's helicopter services from the DuPage Airport to Chicago.*

**Capital Development Committee**

**TAB #11**

**PAGE #77**

- j. Proposed Resolution 2015-1968; Authorizing Publication of Notice Requesting Offers to Purchase Authority Real Property South of the DuPage Airport.**

*Authorizes the publication of a notice requesting offers to purchase a 200 plus acre parcel of Authority real property south of the DuPage Airport and north of the Union Pacific railway line.*

**TAB #12**

**PAGE #86**

- 9. RECESS TO EXECUTIVE SESSION FOR THE DISCUSSION OF PENDING, PROBABLE OR IMMINENT LITIGATION; EMPLOYEE MATTERS; THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE DUPAGE AIRPORT AUTHORITY AND THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE DUPAGE AIRPORT AUTHORITY.**
- 10. RECONVENE REGULAR SESSION**
- 11. OTHER BUSINESS**
- 12. ADJOURNMENT**

**DuPAGE AIRPORT AUTHORITY  
REGULAR BOARD MEETING  
Wednesday, June 24, 2015**

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The Regular Meeting of the Board of Commissioners of the DuPage Airport Authority was convened at the DuPage Flight Center, 2700 International Drive, West Chicago, Illinois, First Floor Conference Room; Wednesday, June 24, 2015. Chairman Davis called the meeting to order at 3:03 p.m. and a quorum was present for the meeting.

**Commissioners Present:** Chavez, Davis, Donnelly, Huizenga, LaMantia, Ledonne, Posch, Sharp.

**Commissioners Absent:** Wagner

**DuPage Airport Authority Staff Present:** David Bird, Executive Director; Mark Doles, Director of Aviation Facilities and Properties; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; John Schlaman, Golf Operations Manager for Prairie Landing Golf Club; Dan Barna, Procurement Manager; Anna Normoyle, Marketing Manager; Pamela Miller, Executive Assistant and Board Liaison.

**Others in Attendance:** Phil Luetkehans, Schirott, Luetkehans and Garner; Michael Vonic, CH2M Hill; Michael Toth, J.A. Watts, Inc.; Dan Pape, Crawford, Murphy and Tilley; Phil Van Duynes, Itasca Construction Association; Ed Harrington, CenterPoint Properties Trust.

**Members of the Press:**

None

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

Chairman Davis asked for additions or corrections to the minutes of the May 20, 2015 Regular Board Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the May 20, 2015 Regular Board Meeting and Commissioner Chavez **seconded the motion**. The motion was passed unanimously by roll call vote (8-0).

Chairman Davis asked for additions or corrections to the minutes of the May 6, 2015 Internal Policy and Compliance Committee Meeting and there were none. Commissioner Posch made a **MOTION** to approve the minutes of the May 6, 2015 Internal Policy and Compliance Committee Meeting and Commissioner Sharp **seconded the motion**. The motion was passed unanimously by roll call vote (8-0).

Chairman Davis asked for additions or corrections to the minutes of the May 20, 2015 Finance, Budget and Audit Committee Meeting and there were none. Commissioner Huizenga made a **MOTION** to approve the minutes of the May 20, 2015 Finance, Budget and Audit Committee Meeting and Commissioner Donnelly **seconded the motion**. The motion was passed unanimously by roll call vote (8-0).

Chairman Davis asked for additions or corrections to the minutes of the May 20, 2015 Capital Development, Leasing and Customer Fees Committee Meeting and there were none. Commissioner Sharp made a **MOTION** to approve the minutes of the May 20, 2015 Capital Development, Leasing and Customer Fees Committee Meeting and Commissioner Posch **seconded the motion**. The motion was passed unanimously by roll call vote (8-0).

### **DIRECTOR'S REPORT**

Executive Director Bird discussed the monthly operating statistics:

100 LL fuel sales are down for the month of May nearly 9%.

Jet A fuel sales increased in double digits by 11.3%.

Total gallons of fuel sold for the month increased by 9.3% and for the year over 5%. This trend has continued into June as month to month sales are up in excess of 32%. Total operations are down nearly 10%; itinerant operations are down 2%; local operations are down significantly likely due to weather. Looking at statistics for competing airports, three competitors down in double digits. The larger airports, Teterboro and Van Nuys were also down; Centennial was down in excess of 20% which could also be weather related.

Executive Director Bird stated the Airport Authority has been participating in the City of West Chicago's strategic planning study with discussions ongoing relating to how this facility intermingles with the City of West Chicago.

The Airport Authority will begin the budgeting process during the next 30 days using the same format and schedule as last year: In September the Finance Committee will receive a first look at the budget with Capital Budget included; a detailed work session with the Finance Committee will be scheduled for a Special Finance Committee Meeting in October; and at the November Board and Committee Meetings the 2016 Tentative Budget and Appropriations will be presented for Board approval; December 1 the Tentative Budget and Appropriations will be submitted to County Board Chairman Cronin for his review.

Executive Director Bird advised that the Airport has not yet seen an operation from Vertiport Chicago and staff continues to work with them to develop a revenue sharing agreement. This agreement will be brought to the Board for consideration at the September meeting. The Airport Authority will include a presence for Vertiport Chicago at both National Business Aviation Association (NBAA) industry shows scheduled for October and January. Discussion followed.

Executive Director Bird asked Mike Toth of J. A. Watts Inc. to provide the Capital Projects update. He reported that 75 projects were taken on in 2015 (6 of which were emergency projects) and 31 have now been closed out. He continued that more projects are targeted for closure by the end of July. He proceeded to review each of these projects and discussion followed.

Mark Doles reported on Flight Center Activity advising the month of June had been great for fuel sales to this point; fuel sales for the first 22 days of June are up 32% from last year in June. Mr. Doles complimented the Flight Center staff for their efforts to juggle fuel inventory and coordinate fuel deliveries.

Mr. Doles reported that at the beginning of June, Baxter Healthcare relocated at DuPage Airport temporarily while undergoing construction at their permanent hangar at Waukegan. Discussion continued briefly.

## **REVIEW OF FINANCIAL STATEMENTS**

Executive Director Bird asked Patrick Hoard to provide a review of the Financial Statements and discussion followed.

## **REPORT OF COMMITTEES**

### **Internal Policy and Compliance Committee:**

Commissioner LaMantia reported that the Internal Policy Committee had not met since the last Board Meeting and she had no report.

### **Finance, Budget and Audit Committee:**

Commissioner Huizenga advised the Finance Committee had a very short agenda for their June meeting; a resolution approving a contract award and the proposed ordinance for prevailing rate of wages. The committee discussed the Airport Authority's oversight responsibility, relating to the Prevailing Rate of Wages Ordinance, to insure contractor's doing work at the Airport are in compliance with this law. Both the resolution and the ordinance were unanimously recommended for Board approval.

### **Golf Committee:**

Commissioner Donnelly stated the Golf Committee had a very exciting and interesting meeting. He reported this year there were changes in oversight for Prairie Landing with Erin Bobsin managing the Food and Beverage Department; John Schlaman managing Golf Operations and Patrick Hoard as Director of Prairie Landing Golf Club. He continued there was discussion regarding *JumpFly*, the independent management company now being utilized for Prairie Landing's on-line advertising. He also related that Rt. 38 overpass construction has been completed and Kautz Road is now open. Staff continues to work toward getting Prairie Landing's new entrance sign in place and with the clubhouse renovations and bunker refinement projected completed, a better golf experience is anticipated for this year. Commissioner Donnelly reported there are two areas on the golf course where sink holes have occurred and this project will be addressed this year. He again emphasized this was a very informative Golf Committee Meeting with a positive outlook for the future.

### **Capital Development, Leasing and Customer Fees:**

Commissioner Wagner was absent and Commissioner Chavez served as Acting Chair for the Capital Development Committee Meeting. He reported that four proposed resolutions were considered and were unanimously recommended for Board approval. Commissioner Chavez added that Resolution 2015-1960 was pulled from the committee agenda for further review and will be discussed later in this meeting.

### **DuPage Business Center:**

Ed Harrington of CenterPoint Properties Trust expressed appreciation for all who attended the Ground Breaking for DS Containers at the Business Center. He shared that the Concept Plan for expansion at 2500 Enterprise Circle is the next step in the planning process for DS Containers. He continued that the company, Simpson Strong-Tie, has expressed interest in locating in the Business Park at the former "Pella" building and related that CenterPoint is currently meeting with other companies that have expressed interest in the Business Center. Discussion followed.

## **NEW BUSINESS**

### **Proposed Ordinance 2015-285; 2015-2016 Prevailing Rate of Wages.**

Executive Director Bird read into the record Proposed Ordinance 2015-285 and advised this was considered by the Finance Committee and unanimously recommended for Board approval.

A **MOTION** was made by Commissioner Posch to approve Proposed Ordinance 2015-285; 2015-2016 Prevailing Rate of Wages. The **motion was seconded** by Commissioner Chavez and was passed by roll call vote (8-0).

**Proposed Resolution 2015-1955; Award of Contract to Builders Chicago Corporation for Replacement of Four (4) Electric Gate Operators.**

*Approves a Contract for the replacement of four (4) Ideal Tilt-Away Electric Gate Operators on the Flight Center Ramp. Total authorized construction cost of \$110,003.25, which includes a 5% owner's contingency.*

Executive Director Bird read into the record Proposed Resolution 2015-1955 and advised this was considered by the Finance Committee and unanimously recommended for Board approval.

A **MOTION** was made by Commissioner Sharp to approve Proposed Resolution 2015-1955; Award of Contract to Builders Chicago Corporation for Replacement of Four (4) Electric Gate Operators. The **motion was seconded** by Commissioner Chavez and was passed by roll call vote (8-0).

**Proposed Resolution 2015-1956; Authorizing the Execution of a Second Amendment to Task Order 18 with CH2M Hill, Inc. for Transient Hangar Bridging Document Preparation.**

*Approves a \$40,000 increase to CH2M Hill Task Order 18 – Transient Hangar Design-Build Bridging Document Preparation. The amended total design fee is \$224,000. Such increase is necessary to simplify design features that will meet budgetary requirements.*

Executive Director Bird read into the record Proposed Resolution 2015-1956 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval.

A **MOTION** was made by Commissioner Chavez to approve Proposed Resolution 2015-1956; Authorizing the Execution of a Second Amendment to Task Order 18 with CH2M Hill, Inc. for Transient Hangar Bridging Document Preparation. The **motion was seconded** by Commissioner Donnelly and was passed by roll call vote (8-0).

**Proposed Resolution 2015-1957; Concept Plan Approval for Modifications to 2505 Enterprise Circle.**

*Approves Concept Plan Modifications to 2505 Enterprise Circle without variations to either Section 10.5 of the West Chicago Zoning Ordinance or the Minimum Design Standards for the DuPage Business Center in anticipation of the possible change in user from Pella to Simpson Strong-Tie. Said approval is subject to further review and approval of the Development Plan by the City of West Chicago and the DuPage Airport Authority.*

Executive Director Bird read into the record Proposed Resolution 2015-1957 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2015-1957; Concept Plan Approval for Modifications to 2505 Enterprise Circle. The **motion was seconded** by Commissioner Chavez. During discussion Attorney Luetkehans reported a language error in the resolution; CenterPoint Properties Trust will be "selling" the property to Simpson Strong-Tie rather than "leasing" the property. The recommended correction will be restated as follows: *Whereas, Pella's lease is set to expire, and CNT desires to sell the Subject Property to Simpson Strong-Tie ("Simpson");*

A **MOTION TO AMEND** was made by Commissioner Ledonne recommending approval of Proposed Resolution 2015-1957 subject to modifications made to the resolution as discussed. The **motion to amend was seconded** by Commissioner Chavez and was passed by roll call vote (8-0).

**Proposed Resolution 2015-1959; Concept Plan Approval for Expansion of Building at 2500 Enterprise Circle.**

*Approves Concept Plan with variations in anticipation of possible expansion of building located at 2500 Enterprise Circle. Said approval is subject to further review and approval of the Development Plan by the City of West Chicago and DuPage Airport Authority.*

Executive Director Bird read into the record Proposed Resolution 2015-1959 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2015-1959; Concept Plan Approval for Expansion of Building at 2500 Enterprise Circle. The **motion was seconded** by Commissioner Posch and was passed by roll call vote (8-0).

**Proposed Resolution 2015-1960; Authorizing the Execution of an Easement Agreement with DuPage County.**

*A resolution authorizing execution of a permanent drainage easement and access easement with DuPage County to permit DuPage County to access and maintain the Kress Creek Flood Control Reservoir.*

Executive Director Bird read into the record Proposed Resolution 2015-1960. Attorney Luetkehans explained the history surrounding the need for this Easement Agreement allowing Airport Authority property to drain into the Kress Creek Reservoir on the North Side of the Business Park. He related that Commissioner LaMantia feels there is a need for further language clarification prior to the Board approving this Easement Agreement and negotiations are needed with DuPage County to make these language changes. Commissioner LaMantia stated only language clarification is needed to make the Exhibit cleaner and more simple; the terms of the easement are not affected by the language clarification. Commissioner LaMantia provided the suggested language for the modification of this Resolution as follows: *NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird, to execute the Permanent Drainage Easement and Access Easement with terms as set forth in the attached Exhibit A in the form to be agreed upon by the Executive Director and the attorney for the DAA and to take whatever steps necessary to effectuate the terms of the easement agreement.*

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2015-1960; Authorizing the Execution of an Easement Agreement with DuPage County subject to the modifications to the resolution as discussed. The **motion was seconded** by Commissioner Sharp and was passed by roll call vote (8-0).

**Discussion of West Chicago Tax Incentive Plan.**

Executive Director Bird and Attorney Luetkehans discussed the proposed Property Tax Abatement Program being developed by the City of West Chicago. Attorney Luetkehans proceeded to review the proposed plan and advised this plan will require further discussion with the City of West Chicago and also will require review and input from CenterPoint Properties Trust. Executive Director Bird advised that Board action is not required at this point, the City of West Chicago wanted to be sure the Airport Authority Board would be agreeable with this proposed program



prior to moving forward. Discussion continued and the Board expressed their enthusiasm for moving forward with this program.

Ed Harrington of CenterPoint Properties Trust stated this is a great concept and would be a great marketing tool for helping to attract tenants to the Business Center and to compete with surrounding communities. Discussion followed.

**RECESS TO EXECUTIVE SESSION**

There was no Executive Session held.

**OTHER BUSINESS**

None

A **MOTION** was made by Commissioner Ledonne to adjourn the Regular Meeting of the DuPage Airport Authority Board of Commissioners. The **motion was seconded** by Commissioner Sharp and was passed unanimously by voice vote; the meeting was adjourned at 4:08 p.m.

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**Stephen L. Davis**  
Chairman

**(ATTEST)**

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**Gina R. LaMantia**  
Secretary

**DuPAGE AIRPORT AUTHORITY  
FINANCE, BUDGET AND AUDIT COMMITTEE  
WEDNESDAY, JUNE 24, 2015**

A meeting of the Finance, Budget and Audit Committee of the DuPage Airport Authority Board of Commissioners was convened at the DuPage Flight Center, 2700 International Drive, West Chicago, Illinois, First Floor Conference Room, on Wednesday, June 24, 2015. Committee Chairman Huizenga called the meeting to order at 1:36 p.m. and a quorum was present.

***Commissioners Present:*** Donnelly, Huizenga, Ledonne, Posch, Sharp  
***Commissioners Absent:*** Wagner

***DuPage Airport Authority Staff Present:***

Executive Director David Bird; Mark Doles, Director of Aviation Facilities and Properties; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; Dan Barna, Procurement Manager; John Schlaman, Golf Operations Manager for Prairie Landing Golf Club; Pamela Miller, Executive Assistant and Board Liaison.

***Others:***  
None

**OLD BUSINESS**  
None

**REVIEW OF FINANCIAL STATEMENTS**

Patrick Hoard advised there were no significant changes since the April Financial Statements and proceeded to review the May report.

*Operating Revenues:*

*Airport Operations* revenues are on budget for this month decreasing only 2%.  
*Flight Center Fuel Operations* decreased 13% from the budgeted amount  
*Prairie Landing Golf Club* revenues decreased by 3%.  
*Total Operating Revenues* are down 9%; actual versus budget.

*Operating Expenses:*

*Total Operating Expenses* decreased 19%; actual versus budget. Each of the Airport businesses are down.

*Net Profit from Operations:* Budgeted for this time period was \$142,000 through May; Year-to-Date net profit from operations is \$913,000 at this point; very positive.

*Total Non-Operating Revenues:* This is a reflection of reimbursement received for previous Federal/State grant funded projects. These projects were budgeted up front by the Airport Authority and reimbursement received in later years; this amount is from the 2013 budget for project reimbursement.

*Total Non-Operating Expenses:* A 62% change from actual versus budget which is driven by property taxes and the timing for receiving payments.

*Net Profit Excluding Depreciation:* Actual Year-to-Date is \$2.8 million versus the budget loss amount of \$54,000; very good from a financial perspective.

*Capital Development Program:* This increased amount is the result of the transient hangar construction project being deferred to 2016 and will be adjusted in the next financial report.

*Cash Ending Balance Ending:* Year-to Date the amount budgeted was \$8,933.326 however the Actual Year-to-Date Cash Balance through May is \$16,957. This is also a result of the hangar construction project being deferred to 2016 and when adjustments are made, the 2015 year ending cash balance is anticipated to be approximately \$12 million.

## **NEW BUSINESS**

### **Proposed Ordinance 2015-285; 2015-2016 Prevailing Rate of Wages.**

Executive Director Bird advised this Ordinance is required by State Statute to be passed by the Board each year. Dan Barna explained that all contractors doing public works construction projects at the Airport are required to pay prevailing wages. He continued the Airport Authority has an obligation to monitor contractors to be sure prevailing wages are paid to their workers; certified payrolls are required to be submitted by the contractor and are maintained on file by the Airport Authority. Discussion followed.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Ordinance 2015-285; 2015-2016 Prevailing Rate of Wages. The **motion was seconded** by Commissioner Posch and was passed unanimously by roll call vote (5-0).

### **Proposed Resolution 2015-1955; Award of Contract to Builders Chicago Corporation for Replacement of Four (4) Electric Gate Operators.**

*Approves a Contract for the replacement of four (4) Ideal Tilt-Away Electric Gate Operators on the Flight Center Ramp. Total authorized construction costs of \$110,003.25, which includes a 5% owner's contingency.*

After the Committee's review of the Proposed Resolution and Board Summary Memorandum there was no further discussion.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2015-1955; Award of Contract to Builders Chicago Corporation for Replacement of Four (4) Electric Gate Operators. The **motion was seconded** by Commissioner Sharp and was passed unanimously by roll call vote (5-0).

### **Other Business**

None

A **MOTION** was made by Commissioner Posch to adjourn the Finance, Budget and Audit Committee; the **motion was seconded** by Commissioner Ledonne and was passed unanimously by voice vote. The meeting adjourned at 1:56 p.m.

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**Peter H. Huizenga, Chairman**  
**Finance, Budget and Audit Committee**

**DuPAGE AIRPORT AUTHORITY  
CAPITAL DEVELOPMENT, LEASING AND CUSTOMER FEES COMMITTEE  
WEDNESDAY, JUNE 24, 2015**

The meeting of the Capital Development, Leasing and Customer Fees Committee of the DuPage Airport Authority Board of Commissioners was convened at the DuPage Flight Center, 2700 International Drive, West Chicago, Illinois in the First Floor Conference Room on Wednesday, June 24, 2015. Commissioner Chavez served as Acting Chairman in Committee Chairman Wagner's absence and called the meeting to order at 2:40 p.m. A quorum was present for this meeting.

**Commissioners Present:** Chavez, Ledonne, Posch, Sharp.  
(Commissioner Huizenga also attended the Committee Meeting.)

**Absent:** Wagner

**DAA Staff Present:** Executive Director David Bird; Mark Doles, Director of Aviation Facilities and Properties; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; Anna Normoyle, Marketing Manager; Dan Barna, Procurement Manager; John Schlaman, Golf Operations Manager for Prairie Landing Golf Club; Pamela Miller, Executive Assistant and Board Liaison.

**Others:** Phil Luetkehans, Schirott, Luetkehans and Garner, LLP; Dan Pape, Crawford, Murphy and Tilly; Michael Toth, JWI; Michael Vonic, CH2M Hill; Ed Harrington, CenterPoint Properties Trust; Phil Van Duyne, Itasca Construction.

**Press:** None

**CAPITAL DEVELOPMENT**  
**NEW BUSINESS**

**Proposed Resolution 2015-1956; Authorizing the Execution of a Second Amendment to Task Order 18 with CH2M Hill, Inc. for Transient Hangar Bridging Document Preparation.**

*Approves a \$40,000 increase to CH2M Hill Task Order 18 – Transient Hangar Design-Build Bridging Document Preparation. The amended total design fee is \$224,000. Such increase is necessary to simplify design features that will meet budgetary requirements.*

Executive Director Bird asked Mark Doles to review the proposed resolution. Mr. Doles explained that a Second Amendment to the Task Order with CH2M Hill was needed for making further adjustments to the schematic design of the new transient hangar. He continued that six preapproved design build firms were selected to provide GMAX pricing (guaranteed maximum proposals) and proposals were received from three firms. Each of the three proposals received exceeded the \$10 million budget for this project and Mr. Doles explained the architectural design features driving the excessive construction costs for the hangar. Mr. Doles stated that CH2M Hill was asked to amend the bridging documents with minor changes to simplify these design features and to reissue the revised bridging documents to the same design firms for GMAX pricing for the revised bridging documents; this Task Order reflects CH2M Hill's proposed fee of \$40,000.00 for this work. Discussion followed. Mr. Doles added that the three design firms providing proposals all confirmed that even with no design changes, the hangar project would not be completed until April of 2016; the design plan revisions will not impact the use of this hangar facility and the project can still be occupied by late 2016 before winter.

A **MOTION** was made by Commissioner Sharp to recommend Board approval for Proposed Resolution 2015-1956; Authorizing the Execution of a Second Amendment to Task Order 18 with CH2M Hill, Inc. for Transient Hangar Bridging Document Preparation. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2015-1957; Concept Plan Approval for Modifications to 2505 Enterprise Circle.**

*Approves Concept Plan Modifications to 2505 Enterprise Circle without variations to either Section 10.5 of the West Chicago Zoning Ordinance or the Minimum Design Standards for the DuPage Business Center in anticipation of the possible change in user from Pella to Simpson Strong-Tie. Said approval is subject to further review and approval of the Development Plan by the City of West Chicago and the DuPage Airport Authority.*

Attorney Luetkehans stated that Simpson Strong-Tie is considering purchasing the property at 2505 Enterprise Circle, formally the Pella property; Pella's lease with CenterPoint terminates in the fall of 2016. He continued that Simpson Strong-Tie is proposing changes for the use of the property which include expansion of the building. Attorney Luetkehans stated that a Development Plan will be brought to the Capital Development Committee at a future meeting. Phil Van Duyne of Itasca Construction reviewed the scope of the proposed expansion and discussion followed. Attorney Luetkehans pointed out an error in the language of the Resolution; CenterPoint will be "selling" the property to Simpson Strong-Tie rather than "leasing" the property. This error in the Resolution will be corrected.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval for Proposed Resolution 2015-1957; Concept Plan Approval for Modifications to 2505 Enterprise Circle pending the revisions as discussed. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2015-1959; Concept Plan Approval for Expansion of Building at 2500 Enterprise Circle.**

*Approves Concept Plan with variations in anticipation of possible expansion of building located at 2500 Enterprise Circle. Said approval is subject to further review and approval of the Development Plan by the City of West Chicago and the DuPage Airport Authority.*

Executive Director Bird asked Attorney Luetkehans to continue with discussion of the Concept Plan for DS Containers expansion. Attorney Luetkehans advised the original Development Plan with DS containers was for 3000 square feet on a 15-acre site with the ability to expand. This proposed Concept Plan is for expansion of the site and a Development Plan will be brought to the Board for consideration in the future. Ed Harrington of CenterPoint Properties Trust stated this is a positive step forward adding 10 additional acres to the DS Containers site. Discussion continued.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval for Proposed Resolution 2015-1959; Concept Plan for Expansion of Building at 2500 Enterprise Circle. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (4-0).

**LEASING AND CUSTOMER FEES**

**NEW BUSINESS**

**Proposed Resolution 2015-1960; Authorizing the Execution of an Easement Agreement with DuPage County.**

*A resolution authorizing execution of a permanent drainage easement and access easement with DuPage county to permit DuPage County to access and maintain the Kress Creek Flood Control Reservoir.*

Attorney Luetkehans asked that this item be pulled from the agenda pending further review. Commissioner LaMantia and Attorney Luetkehans will discuss this proposed easement agreement and possibly bring forth for consideration at the Board Meeting.

**RECESS TO EXECUTIVE SESSION**

There was no Executive Session.

**OTHER BUSINESS**

Commissioner Ledonne made a **MOTION** to adjourn the Capital Development, Leasing and Customer Fees Committee Meeting; the **motion was seconded** by Commissioner Posch and was passed by unanimous voice vote. The committee meeting was adjourned at 3:01 p.m.

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**Daniel J. Wagner, Chairman**  
**Capital Development, Leasing and Customer Fees Committee**

**DuPAGE AIRPORT AUTHORITY  
GOLF COMMITTEE MEETING  
Wednesday, June 24, 2015**

The Golf Committee of the DuPage Airport Authority Board of Commissioners was convened at the DuPage Flight Center, 2700 International Drive, West Chicago, Illinois, First Floor Conference Room on Wednesday, June 24, 2015. Chairman Donnelly called the meeting to order 2:06 p.m. and a quorum was present for the meeting.

**Commissioners Present:** Donnelly, Huizenga, Ledonne

**Commissioners Absent:** None

**DuPage Airport Authority Staff Present:** Executive Director David Bird; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; Mark Doles, Director of Aviation Facilities and Properties; John Schlaman, Golf Operations Manager for Prairie Landing Golf Club; Dan Barna, Procurement Manager; Becky Taylor, Accountant for Prairie Landing Golf Club; Erin Bobsin, Food and Beverage Operations Manager for Prairie Landing Golf Club; Pamela Miller, Executive Assistant and Board Liaison.

**Others in Attendance:**

Dan Pape, Crawford, Murphy and Tilly.

## **NEW BUSINESS**

### **Director's Report**

Patrick Hoard introduced the Prairie Landing staff in attendance:

Erin Bobsin, Food and Beverage Operations Manager; John Schlaman, Golf Operations Manager; and Becky Taylor, Accountant for Prairie Landing Golf Club. Mr. Hoard reviewed some of the accomplishments from this year at Prairie Landing with this being the first committee meeting for 2015:

A Request for Proposal (RFP) was issued to secure a company to manage the on-line advertising presence for Prairie Landing. *JumpFly* is now being utilized for coordinating web based advertising. He advised funds are being designated for various methods of on-line advertising and with the selection of *JumpFly*, these funds have been repurposed to coordinate advertising efforts in a more productive method. This year will provide a baseline of needed activity which will continue to expand our tracking efforts in the coming year and measure *JumpFly's* success. Discussion continued regarding how *JumpFly* provides this information.

Staff has been working to clean up Prairie Landing's presence on the website. Discussion occurred regarding *Deal Caddy* which is part of *GolfNow* and the special promotion offered during April 14 – 19. With this special offer 816 rounds of golf were purchased and 702 rounds have been redeemed. It is the feeling of staff that the vast majority of people were attracted to this promotion because of a good deal to play golf at a discounted price; these customers would not likely spend dollars in the Pro Shop or for food and beverage. Discussion continued briefly regarding golf rates and the success of this type of promotion for Prairie Landing.

### **Prairie Landing Golf Club Financial Review**

Mr. Hoard stated that regarding revenues, Prairie Landing is financially stronger however not as strong as desired because of winter weather issues. He continued that with implementing new management practices and making some tough decisions and changes, staff is managing costs very well.

Commissioner Huizenga commented that Prairie Landing now has a strong team in place with a more sophisticated operation which seems to be working very well. Discussion continued regarding the increased number of weddings booked for 2015 and an equal number of outings booked as compared to 2014; also the number of rounds for 2015 to this point.

Mr. Hoard continued to review the ongoing projects for 2015 at Prairie Landing:

#### *Bunker Refinement – Phase II*

The golf course grounds crew is finishing with the seeding and re sodding of the course. Discussion occurred regarding the new bunkers. Mr. Schlaman reported the project has helped the drainage issues tremendously and the new bunkers have worked very well.

#### *Repair of Sink Holes*

On the golf course, *Hole #1* will be repaired this year and *Hole # 4* will be budgeted for repair in 2016 since the issue is not located directly in the field of play. At *Hole #4* the sinkhole backs up to the rough which is a wetland area and has been an ongoing problem in need of extensive repair.

*Cart path and bridge abutments* are in poor condition and approaching time for repairs. Staff has issued a Request for Proposal (RFP) and a Mandatory Pre Bid Meeting was held; no responses were received. Staff has advertised for a second time and if a better response is received, a contract for this project will be brought to the September Board Meeting for consideration.

*Entrance signage and landscaping:* The Route 38 overpass construction has been completed and Kautz Road is now open. Digital signage for the Prairie Landing Entrance is being pursued and Ch2M Hill is developing a design plan for digital signage and landscaping and will be presented at the September Board Meeting.

Committee Chairman Donnelly stated that with course renovations completed and new signage at the entrance, hopefully revenues for Prairie Landing will improve. He added this committee meeting was very informative and interesting with greater staff participation. He thanked the Prairie Landing staff for their efforts and positive approach for the future of Prairie Landing Golf Club.

### **OTHER BUSINESS**

None

A **MOTION** was made by Commissioner Huizenga to adjourn the meeting of the Golf Committee and Commissioner Ledonne seconded this motion. The motion was unanimously passed by voice vote and was adjourned at 2:35 p.m.

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**Charles E. Donnelly, Committee Chairman**





## MONTHLY STATISTICS

**July 2015**

	<u>July '15</u>	<u>July '14</u>	<u>'15 vs. '14</u>	<u>July Percent Change</u>	<u>YTD 2015</u>	<u>YTD 2014</u>	<u>'15 vs. '14</u>	<u>Percent Change</u>
<b>FUEL</b>								
100LL	27,927	23,977	3,950	16.5%	127,272	123,113	4,159	3.4%
Jet A	216,529	179,556	36,973	20.6%	1,460,753	1,303,756	156,997	12.0%
<b>Total Gallons</b>	<b>244,456</b>	<b>203,533</b>	<b>40,923</b>	<b>20.1%</b>	<b>1,588,025</b>	<b>1,426,869</b>	<b>161,156</b>	<b>11.3%</b>
<b>OPERATIONS</b>								
Local	4,309	3,255	1,054	32.4%	16,287	16,390	(103)	-0.6%
Itinerant	5,116	4,791	325	6.8%	27,256	25,953	1,303	5.0%
<b>Total Ops</b>	<b>9,425</b>	<b>8,046</b>	<b>1,379</b>	<b>17.1%</b>	<b>43,543</b>	<b>42,343</b>	<b>1,200</b>	<b>2.8%</b>
<b>REGIONAL OPS</b>								
	<u>July '15</u>	<u>July '14</u>	<u>'15 vs. '14</u>	<u>July Percent Change</u>	<u>YTD 2015</u>	<u>YTD 2014</u>	<u>'15 vs. '14</u>	<u>Percent Change</u>
<b>Total OPS</b>								
DuPAGE	9,425	8,046	1,379	17.1%	43,543	42,343	1,200	2.8%
Palwaukee	9,000	8,786	214	2.4%	44,643	43,282	1,361	3.1%
Aurora	7,514	6,959	555	8.0%	36,728	36,280	448	1.2%
Waukegan	4,349	5,218	(869)	-16.7%	22,341	22,836	(495)	-2.2%
State of Illinois	176,115	182,043	(5,928)	-3.3%	1,075,211	1,077,729	(2,518)	-0.2%
Teterboro	14,099	12,953	1,146	8.8%	96,576	93,791	2,785	3.0%
Van Nuys	18,492	19,492	(1,000)	-5.1%	125,831	142,946	(17,115)	-12.0%
Centennial	30,525	27,152	3,373	12.4%	177,230	179,093	(1,863)	-1.0%
<b>Local OPS</b>								
DuPAGE	4,309	3,255	1,054	32.4%	16,287	16,390	(103)	-0.6%
Palwaukee	2,770	2,348	422	18.0%	12,297	10,842	1,455	13.4%
Aurora	3,732	3,476	256	7.4%	18,577	18,628	(51)	-0.3%
Waukegan	1,865	2,251	(386)	-17.1%	9,587	9,606	(19)	-0.2%
State of Illinois	30,431	31,914	(1,483)	-4.6%	183,360	183,470	(110)	-0.1%
Teterboro	0	0	0		0	15	(15)	
Van Nuys	6,538	6,736	(198)	-2.9%	39,979	49,044	(9,065)	-18.5%
Centennial	15,037	11,171	3,866	34.6%	86,025	73,662	12,363	16.8%
<b>Itinerant OPS</b>								
DuPAGE	5,116	4,791	325	6.8%	27,256	25,953	1,303	5.0%
Palwaukee	6,230	6,438	(208)	-3.2%	32,346	32,440	(94)	-0.3%
Aurora	3,782	3,483	299	8.6%	18,151	17,652	499	2.8%
Waukegan	2,484	2,967	(483)	-16.3%	12,754	13,230	(476)	-3.6%
State of Illinois	145,684	150,129	(4,445)	-3.0%	891,851	894,259	(2,408)	-0.3%
Teterboro	14,099	12,953	1,146	8.8%	96,576	93,776	2,800	3.0%
Van Nuys	11,954	12,756	(802)	-6.3%	85,852	93,902	(8,050)	-8.6%
Centennial	15,488	15,981	(493)	-3.1%	91,205	105,431	(14,226)	-13.5%

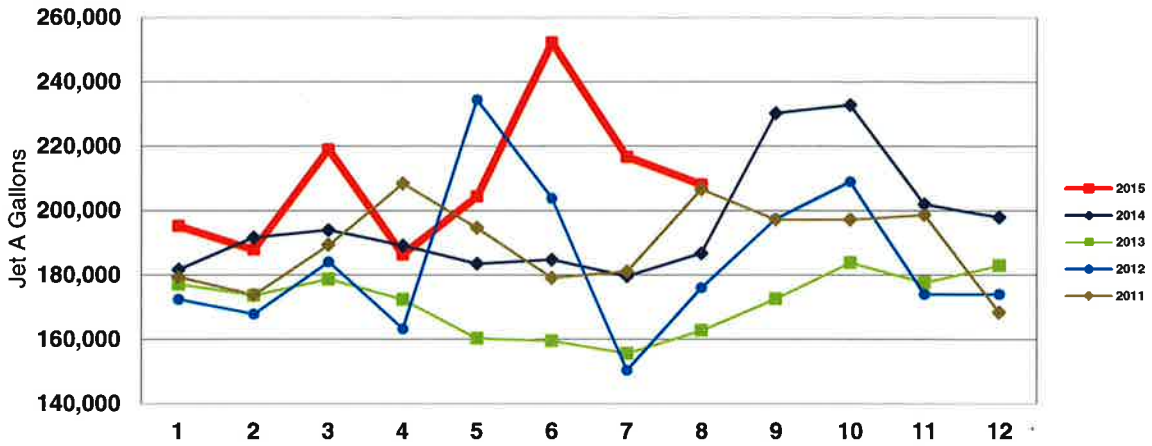


## MONTHLY STATISTICS

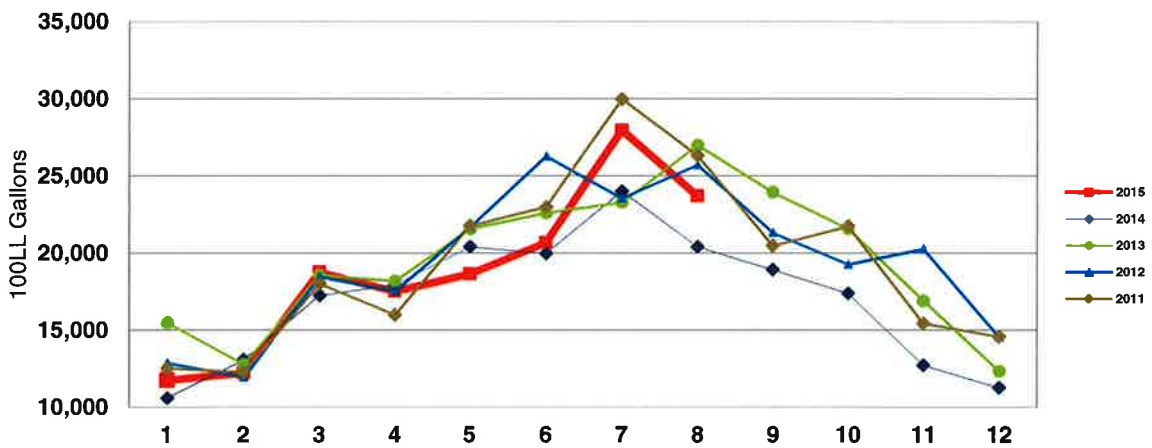
**August 2015**

	<u>Aug. '15</u>	<u>Aug. '14</u>	<u>'15 vs. '14</u>	<u>Aug. Percent Change</u>	<u>YTD 2015</u>	<u>YTD 2014</u>	<u>'15 vs. '14</u>	<u>Percent Change</u>
<b>FUEL</b>								
100LL	23,675	20,388	3,287	16.1%	150,947	143,501	7,446	5.2%
Jet A	207,928	186,649	21,279	11.4%	1,668,681	1,490,405	178,276	12.0%
<b>Total Gallons</b>	<b>231,603</b>	<b>207,037</b>	<b>24,566</b>	<b>11.9%</b>	<b>1,819,628</b>	<b>1,633,906</b>	<b>185,722</b>	<b>11.4%</b>

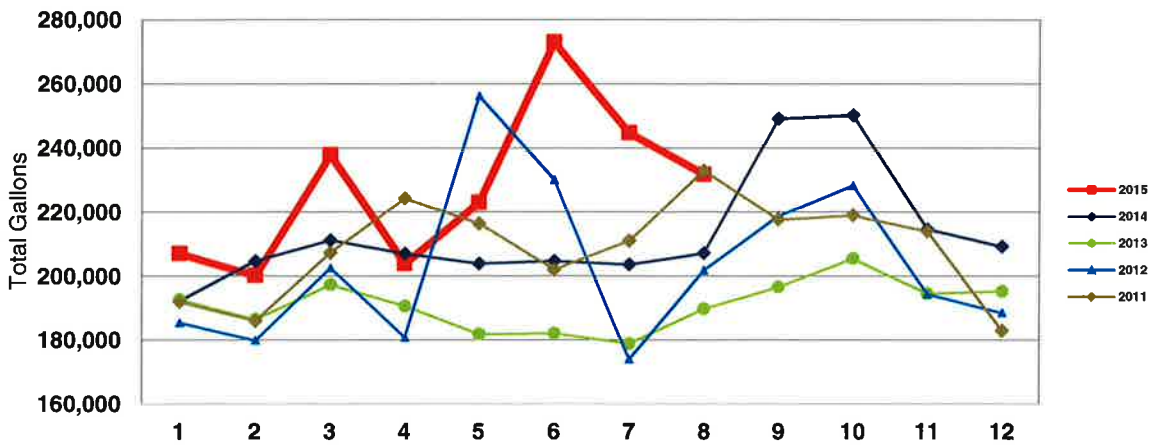
### Jet A by Month



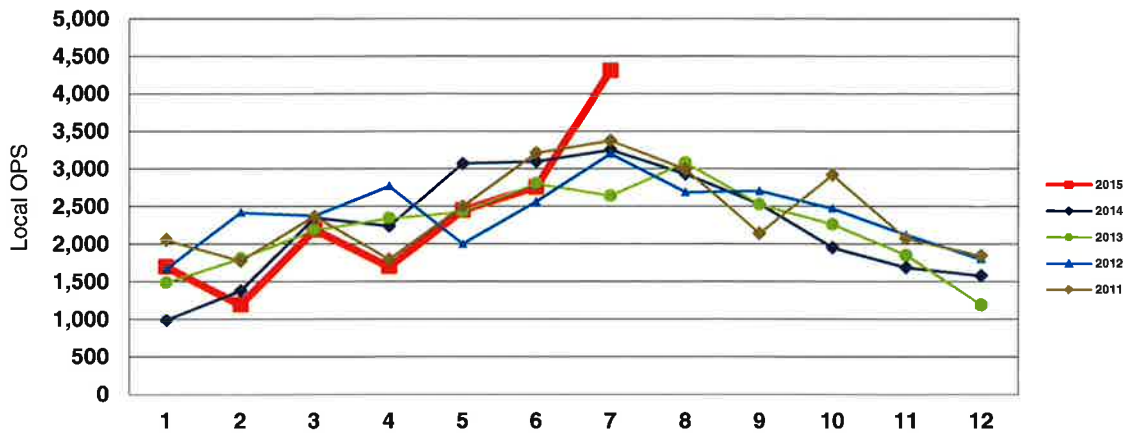
### 100LL by Month



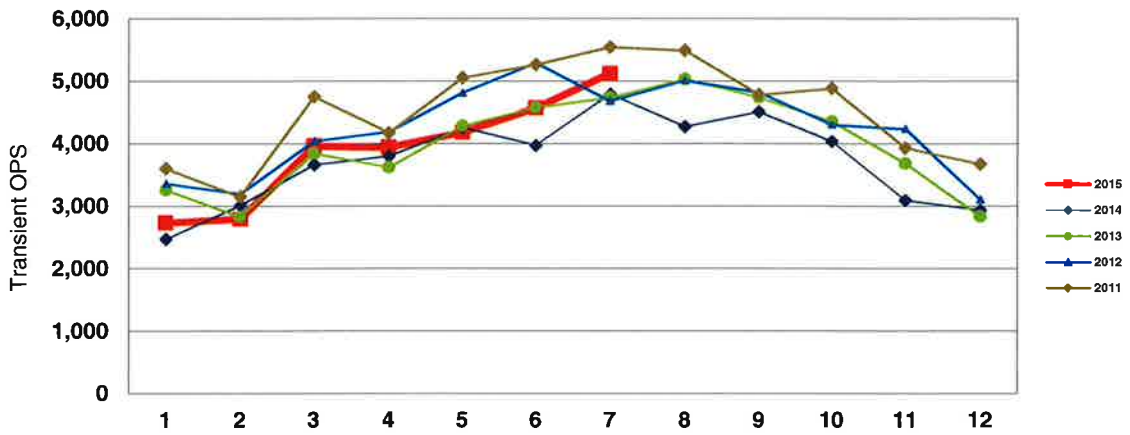
### Total Gallons by Month



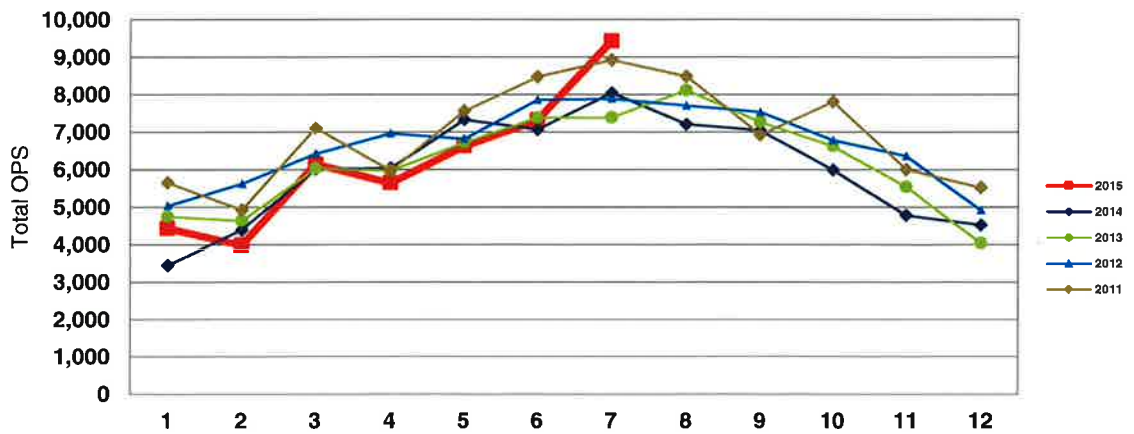
### Local OPS by Month



### Transient OPS by Month



### Total OPS by Month





# DUPAGE AIRPORT AUTHORITY

**8/31/2015**

**FINANCIALS  
PRE-AUDIT  
COMMISSIONERS**

**Board Summary**  
**DuPage Airport Authority**  
**YTD August 2015**

	YTD Budget	YTD Actual	Percent Change Actual vs Budget
Beginning Cash Balance- Unrestricted	9,467,750	9,467,750	
Beginning Cash Balance - Restricted	7,055,080	7,055,080	
	<b>16,522,830</b>	<b>16,522,830</b>	
<b><u>OPERATING REVENUES</u></b>			
Airport Operations	3,167,844	3,042,651	-4%
Flight Center Fuel Operations	8,226,484	7,634,971	-7%
Prairie Landing Golf Club	1,965,758	1,904,761	-3%
<b>TOTAL OPERATING REVENUES</b>	<b>13,360,086</b>	<b>12,582,383</b>	<b>-6%</b>
<b><u>OPERATING EXPENSES</u></b>			
Airport Operations	4,372,854	3,995,961	-9%
Flight Center Fuel Operations	6,779,879	5,203,066	-23%
Prairie Landing Golf Club	1,748,339	1,623,941	-7%
<b>TOTAL OPERATING EXPENSES</b>	<b>12,901,071</b>	<b>10,822,968</b>	<b>-16%</b>
<b>Net Profit from Operations</b>	<b>459,015</b>	<b>1,759,415</b>	<b>283%</b>
<b><u>NON-OPERATING REVENUES</u></b>			
Miscellaneous Taxes	36,667	50,269	37%
Property Taxes/Abatements	3,111,333	3,178,475	2%
Federal & State Grants	0	541,434	0%
Investment Income	36,000	47,874	33%
Unrealized Gain/Loss from Investments	0	(4,752)	0%
Gain/(Loss) on Sale of Fixed Assets	20,000	1,434,794	7074%
<b>TOTAL NON-OPERATING REVENUES</b>	<b>3,204,000</b>	<b>5,248,095</b>	<b>64%</b>
<b><u>NON-OPERATING EXPENSES</u></b>			
Property Tax (DAA)	214,000	204,964	-4%
Property Tax (PLGC)	308,000	154,996	-50%
<b>TOTAL NON-OPERATING EXPENSES</b>	<b>522,000</b>	<b>359,960</b>	<b>-31%</b>
<b>Net Profit from Non-Operations</b>	<b>2,682,000</b>	<b>4,888,135</b>	<b>82%</b>
<b>Net Profit Excluding Depreciation</b>	<b>3,141,015</b>	<b>6,647,550</b>	<b>112%</b>
<b>Total YTD Revenues</b>	<b>16,564,086</b>	<b>17,830,478</b>	<b>8%</b>
<b>Total YTD Expenditures</b>	<b>13,423,071</b>	<b>11,182,928</b>	<b>-17%</b>
<b>CAPITAL DEVELOPMENT PROGRAMS</b>	<b>12,036,499</b>	<b>2,302,769</b>	<b>-81%</b>
<b>MAJOR MAINTENANCE</b>	<b>144,200</b>	<b>117,318</b>	<b>-19%</b>
<b>FUTURE PROJECT EXPENSE</b>	<b>0</b>	<b>4,662</b>	<b>0%</b>
Adjustment for Non-Cash Activities	0	(961,761)	
<b>Cash Balance - Ending</b>	<b>7,483,145</b>	<b>19,783,871</b>	<b>164%</b>

**DUPAGE AIRPORT AUTHORITY**  
**COMBINING BALANCE SHEET**  
**Month of August 2015**

	AIRPORT OPERATIONS	DuPAGE FLIGHT CENTER	PRAIRIE LANDING GOLF CLUB	TOTALS
<b>ASSETS</b>				
<b>Current Assets</b>				
Cash & Cash Equivalents	12,663,653	7,144,972	(24,754)	19,783,871
Receivables				
Property Taxes	5,997,289	-	-	5,997,289
Interest	16,909	-	-	16,909
Accounts Receivable	13,262	368,726	49,843	431,831
Notes Receivable TEA Current Portion	47,400	-	-	47,400
Notes Receivable TEA Long term Portion	126,837	-	-	126,837
Due To/From Prairie Landing Golf Club	963,217	-	-	963,217
Due To/From DuPage Bus. Park Owner Assoc.	30,000	-	-	30,000
Prepaid Expenses	665,506	58,004	6,450	729,961
Vehicle Fuel Inventory	24,232	-	-	24,232
Inventories	-	146,861	105,127	251,988
<b>Total Current Assets</b>	<b>20,548,304</b>	<b>7,718,564</b>	<b>136,666</b>	<b>28,403,534</b>
<b>Other Assets</b>				
<b>Total Other Assets</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital Assets</b>				
Cost	308,896,289	894,015	2,881,946	312,672,250
Construction in Progress	15,864,594	-	-	15,864,594
	324,760,883	894,015	2,881,946	328,536,844
Accumulated Depreciation/Amortization	(172,734,217)	(746,893)	(2,733,177)	(176,214,286)
<b>Total Capital Assets</b>	<b>152,026,666</b>	<b>147,123</b>	<b>148,769</b>	<b>152,322,558</b>
<b>TOTAL ASSETS</b>	<b>172,574,970</b>	<b>7,865,687</b>	<b>285,435</b>	<b>180,726,092</b>

**DUPAGE AIRPORT AUTHORITY**  
**COMBINING BALANCE SHEET**  
 Month of August 2015

	AIRPORT OPERATIONS	DuPAGE FLIGHT CENTER	PRAIRIE LANDING GOLF CLUB	TOTALS
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts Payable	322,074	163,390	28,247	513,711
Accrued Liabilities	601,179	87,562	436,636	1,125,376
Due to/from DuPage Airport Authority	-	-	963,217	963,217
Deferred Income - Operations	1,926,734	119,432	-	2,046,166
Deferred Income Property Taxes	5,997,288	-	-	5,997,288
Deferred Income Land	80,000	-	-	80,000
Total Current Liabilities	8,927,274	370,383	1,428,100	10,725,757
<b>Long-Term Liabilities</b>				
Security Deposits	102,565	-	123,073	225,638
Total Long-Term Liabilities	102,565	-	123,073	225,638
<b>TOTAL LIABILITIES</b>	<b>9,029,839</b>	<b>370,383</b>	<b>1,551,172</b>	<b>10,951,394</b>
<b>NET ASSETS</b>				
<b>Net Assets</b>				
Investment in Capital Assets, January 1	154,355,418	159,551	207,574	154,722,543
Changes in Net Capital Assets	(2,330,305)	(10,875)	(58,805)	(2,399,985)
Net Investment in Capital Assets	152,025,113	148,676	148,769	152,322,558
Restricted for Future Capital Assets, January 1	2,685,777	-	-	2,685,777
Changes in Restricted for Future Capital Assets	1,577,948	-	-	1,577,948
Net Restricted for Future Capital Assets	4,263,725	-	-	4,263,725
Designated for Future Capital Assets, January 1	4,284,302	-	-	4,284,302
Changes in Designated for Future Capital Assets	1,294,208	-	-	1,294,208
Net Designated for Future Capital Assets	5,578,511	-	-	5,578,511
Unrestricted Assets, January 1	2,415,529	4,914,722	(1,490,680)	5,839,571
Changes in Unrestricted Assets	(543,405)	12,428	58,805	(472,171)
Net Income (Loss)	(194,341)	2,419,477	17,369	2,242,504
Intrafund Transfers - Transfer from Tech Park	-	-	-	-
Net Unrestricted Assets	1,677,783	7,346,627	(1,414,507)	7,609,904
<b>TOTAL NET ASSETS</b>	<b>163,545,132</b>	<b>7,495,303</b>	<b>(1,265,738)</b>	<b>169,774,697</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>172,574,970</b>	<b>7,865,687</b>	<b>285,435</b>	<b>180,726,092</b>



**DUPAGE AIRPORT AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**YTD August 2015**

	AIRPORT OPERATIONS	DuPAGE FLIGHT CENTER	PRAIRIE LANDING GOLF CLUB	TOTALS
<b>Revenues</b>				
Field Operations	888,398	0	0	888,398
Building Operations	1,909,268	0	0	1,909,268
Flight Center Building	114,756	0	0	114,756
Administrative	130,229	0	0	130,229
Fuel and Oil Sales	0	7,359,489	0	7,359,489
De-ice, Lav Service, Preheats, APU, Tows	0	55,188	0	55,188
Overnight Fees - Transient	0	18,468	0	18,468
Hangar Rental	0	158,255	0	158,255
Golf Operations	0	0	1,132,387	1,132,387
Food and Beverage	0	37,443	206,321	243,764
Kitty Hawk Deli	0	0	20,213	20,213
Banquet	0	0	523,188	523,188
Miscellaneous	0	6,128	22,650	28,779
<b>Total Revenues</b>	<b>3,042,651</b>	<b>7,634,971</b>	<b>1,904,761</b>	<b>12,582,383</b>
<b>Cost of Sales</b>				
Field Operations	1,134,594	0	0	1,134,594
Building Operations	630,641	0	0	630,641
Flight Center Building	160,965	0	0	160,965
Shop Equipment	302,821	0	0	302,821
Fuel and Oil	0	3,890,335	0	3,890,335
Maintenance	0	130,832	0	130,832
Credit Card Expense	0	102,826	32,061	134,887
Golf Course Maintenance	0	0	482,192	482,192
Golf Operations	0	0	240,835	240,835
Food and Beverage	0	81,364	231,834	313,198
Kitty Hawk - Deli	0	0	22,390	22,390
Banquet	0	0	249,479	249,479
<b>Total Cost of Sales</b>	<b>2,229,020</b>	<b>4,205,357</b>	<b>1,258,790</b>	<b>7,693,167</b>
<b>Gross Profit/(Loss)</b>	<b>813,631</b>	<b>3,429,614</b>	<b>645,971</b>	<b>4,889,215</b>
<b>General and Administrative</b>				
Administration	1,361,475	976,029	365,151	2,702,655
Commissioners	65,887	0	0	65,887
Business Development & Marketing	119,137	21,680	0	140,817
Accounting	220,442	0	0	220,442
<b>Total General &amp; Administrative</b>	<b>1,766,940</b>	<b>997,709</b>	<b>365,151</b>	<b>3,129,801</b>
<b>Operating Income (Loss) Before Depreciation &amp; Principal Reductions</b>	<b>(953,310)</b>	<b>2,431,905</b>	<b>280,819</b>	<b>1,759,415</b>
<b>Non Operating Revenues (Expenses)</b>				
Taxes - Property	3,178,475	0	0	3,178,475
Taxes - Other	50,269	0	0	50,269
Taxes - Paid	(204,964)	0	(154,996)	(359,960)
Federal & State Grants	541,434	0	0	541,434
Investment Income	47,873	0	2	47,874
Unrealized Gain/Loss from Investments	(4,752)	0	0	(4,752)
Amortization (Expense)	0	0	0	0
Gain on Sale of Fixed Assets	1,437,830	0	(3,036)	1,434,794
Other Revenue (Expenses)	0	0	0	0
<b>Total Non Operating Revenues (Expenses)</b>	<b>5,046,165</b>	<b>0</b>	<b>(158,030)</b>	<b>4,888,135</b>
<b>Net Income (Loss) before adjustments</b>	<b>4,092,856</b>	<b>2,431,905</b>	<b>122,790</b>	<b>6,647,550</b>
Depreciation	4,216,510	12,428	54,127	4,283,066
Major Maintenance Expense	66,024	0	51,294	117,318
Future Project Expense	4,662	0	0	4,662
<b>Net Income</b>	<b>(194,341)</b>	<b>2,419,477</b>	<b>17,369</b>	<b>2,242,504</b>

**Total DuPage Airport Authority**  
STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 8/31/2015

	YTD				Month				YTD					
	2015 Annual		2015		2014		2015		2014		2015		2014	
	Budget	Variance	Actual	Budget	Actual	Budget	Variance	Budget	Variance	Budget	Variance	Budget	Variance	
<b>REVENUES</b>														
Airport Operations	\$ 4,642,907	\$ (39,669)	\$ 3,042,651	\$ 3,167,844	\$ (125,192)	\$ 3,442,651	\$ 3,216,350	\$ (173,699)	\$ 3,042,651	\$ 3,216,350	\$ (173,699)	\$ 3,042,651	\$ (173,699)	
Prairie Landing Golf Club	\$ 1,911,158	\$ (66,637)	\$ 1,904,761	\$ 1,965,758	\$ (60,997)	\$ 438,108	\$ 396,451	\$ 41,657	\$ 1,904,761	\$ 1,809,605	\$ 95,156	\$ 1,904,761	\$ 95,156	
DuPage Flight Center	\$ 12,140,373	\$ (99,130)	\$ 7,634,971	\$ 8,226,484	\$ (591,513)	\$ 953,101	\$ 1,052,231	\$ (99,130)	\$ 953,101	\$ 8,341,501	\$ (706,529)	\$ 7,634,971	\$ (706,529)	
<b>Total Revenues</b>	<b>\$ 19,417,850</b>	<b>\$ (97,142)</b>	<b>\$ 12,582,383</b>	<b>\$ 13,360,086</b>	<b>\$ (777,703)</b>	<b>\$ 1,735,578</b>	<b>\$ 1,832,720</b>	<b>\$ (97,142)</b>	<b>\$ 1,735,578</b>	<b>\$ 13,367,456</b>	<b>\$ (785,073)</b>	<b>\$ 12,582,383</b>	<b>\$ (785,073)</b>	
<b>COST OF SALES</b>														
Airport Operations	\$ 3,625,296	\$ (59,608)	\$ 2,229,020	\$ 2,437,635	\$ (308,615)	\$ 219,745	\$ 279,353	\$ (59,608)	\$ 2,229,020	\$ 2,422,196	\$ (193,176)	\$ 2,229,020	\$ (193,176)	
Prairie Landing Golf Club	\$ 8,448,710	\$ (240,599)	\$ 515,373	\$ 755,971	\$ (240,599)	\$ 226,105	\$ 292,742	\$ (66,637)	\$ 515,373	\$ 1,209,868	\$ 16,861	\$ 1,226,730	\$ 16,861	
DuPage Flight Center	\$ 13,985,163	\$ (366,843)	\$ 7,661,107	\$ 9,484,222	\$ (1,823,115)	\$ 5,153,373	\$ 5,821,920	\$ (666,547)	\$ 4,205,357	\$ 5,821,920	\$ (1,616,563)	\$ 4,205,357	\$ (1,616,563)	
<b>Total Cost of Sales</b>	<b>\$ 5,432,686</b>	<b>\$ (269,701)</b>	<b>\$ 4,921,276</b>	<b>\$ 5,044,654</b>	<b>\$ (123,378)</b>	<b>\$ 774,355</b>	<b>\$ 504,654</b>	<b>\$ (269,701)</b>	<b>\$ 774,355</b>	<b>\$ 3,913,471</b>	<b>\$ 1,007,805</b>	<b>\$ 4,921,276</b>	<b>\$ 1,007,805</b>	
<b>Operating Income/(Loss)</b>	<b>\$ 256,378</b>	<b>\$ 394,545</b>	<b>\$ 1,759,415</b>	<b>\$ 1,759,415</b>	<b>\$ 394,545</b>	<b>\$ 412,042</b>	<b>\$ 17,497</b>	<b>\$ 394,545</b>	<b>\$ 412,042</b>	<b>\$ 620,571</b>	<b>\$ 1,138,844</b>	<b>\$ 1,759,415</b>	<b>\$ 1,138,844</b>	
<b>NON-OPERATING REVENUES/(EXPENSES)</b>														
Property and Other Tax Revenue	\$ 6,036,000	\$ 15,769	\$ 3,228,745	\$ 3,148,000	\$ 80,745	\$ 89,621	\$ 73,853	\$ 15,769	\$ 3,228,745	\$ 2,934,222	\$ 294,523	\$ 3,228,745	\$ 294,523	
Property Tax Expenses	\$ (5,222,000)	\$ (146,539)	\$ (3,959,960)	\$ (5,222,000)	\$ 162,040	\$ (108,532)	\$ (255,071)	\$ 146,539	\$ (3,959,960)	\$ (510,142)	\$ 150,182	\$ (3,959,960)	\$ 150,182	
Federal & State Grants	\$ -	\$ -	\$ 541,434	\$ -	\$ 541,434	\$ -	\$ -	\$ -	\$ 541,434	\$ 66,623	\$ 474,811	\$ 541,434	\$ 474,811	
Investment Income	\$ 43,000	\$ (1,563)	\$ 47,873	\$ 36,000	\$ 11,873	\$ 8,278	\$ 9,841	\$ (1,563)	\$ 47,873	\$ 116,496	\$ (68,624)	\$ 47,873	\$ (68,624)	
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ (4,752)	\$ -	\$ (4,752)	\$ (10,410)	\$ 21,378	\$ (31,788)	\$ (4,752)	\$ 70,043	\$ (74,795)	\$ (4,752)	\$ (74,795)	
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Gain on Sale of Fixed Assets	\$ 30,000	\$ 400	\$ (94)	\$ 20,000	\$ 1,414,794	\$ (94)	\$ (494)	\$ 400	\$ (94)	\$ 1,434,794	\$ 1,414,421	\$ 1,434,794	\$ 1,414,421	
<b>Total Non-Operating Revenues/(Expenses)</b>	<b>\$ 5,587,000</b>	<b>\$ 62,734</b>	<b>\$ 4,888,134</b>	<b>\$ 2,682,000</b>	<b>\$ 2,206,134</b>	<b>\$ (21,136)</b>	<b>\$ (83,870)</b>	<b>\$ 62,734</b>	<b>\$ 4,888,134</b>	<b>\$ 2,697,616</b>	<b>\$ 2,190,518</b>	<b>\$ 4,888,134</b>	<b>\$ 2,190,518</b>	
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ 5,843,378</b>	<b>\$ 457,279</b>	<b>\$ 6,647,549</b>	<b>\$ 3,141,015</b>	<b>\$ 3,506,534</b>	<b>\$ 390,906</b>	<b>\$ (66,373)</b>	<b>\$ 457,279</b>	<b>\$ 390,906</b>	<b>\$ 3,318,187</b>	<b>\$ 3,329,362</b>	<b>\$ 6,647,549</b>	<b>\$ 3,329,362</b>	
Depreciation	\$ 7,521,294	\$ (77,922)	\$ 4,283,066	\$ 5,014,196	\$ (731,131)	\$ 536,116	\$ 614,038	\$ (77,922)	\$ 4,283,066	\$ 4,898,599	\$ (615,533)	\$ 4,283,066	\$ (615,533)	
<b>Net Income/(Loss) after Depreciation</b>	<b>\$ (1,677,916)</b>	<b>\$ 535,200</b>	<b>\$ 2,364,483</b>	<b>\$ (1,873,182)</b>	<b>\$ 4,237,664</b>	<b>\$ (145,211)</b>	<b>\$ (680,411)</b>	<b>\$ 535,200</b>	<b>\$ 2,364,483</b>	<b>\$ (1,580,412)</b>	<b>\$ 3,944,895</b>	<b>\$ 2,364,483</b>	<b>\$ 3,944,895</b>	
Major Maintenance	\$ 311,250	\$ (154,084)	\$ 117,318	\$ 144,200	\$ (26,882)	\$ 29,850	\$ 29,850	\$ (154,084)	\$ 117,318	\$ 374,769	\$ (257,451)	\$ 117,318	\$ (257,451)	
Engineering Costs	\$ -	\$ -	\$ 4,662	\$ -	\$ 4,662	\$ -	\$ -	\$ -	\$ 4,662	\$ -	\$ -	\$ 4,662	\$ -	
<b>Net Income/(Loss)</b>	<b>\$ (1,989,166)</b>	<b>\$ 689,285</b>	<b>\$ 2,242,503</b>	<b>\$ (2,017,382)</b>	<b>\$ 4,259,884</b>	<b>\$ (175,061)</b>	<b>\$ (864,346)</b>	<b>\$ 689,285</b>	<b>\$ 2,242,503</b>	<b>\$ (1,955,181)</b>	<b>\$ 4,197,684</b>	<b>\$ 2,242,503</b>	<b>\$ 4,197,684</b>	

**Airport and Administration**  
STATEMENT OF REVENUES AND EXPENSES  
For the Month Ending 8/31/2015

	Month			YTD			Month			YTD				
	Actual		Variance	Budget		Variance	2015		2014	Variance		2015	2014	Variance
<b>REVENUES</b>														
Administrative	\$ 12,803	\$ 11,871	\$ 933	\$ 130,229	\$ 94,615	\$ 35,614	\$ 12,803	\$ 14,830	\$ (2,027)	\$ 130,229	\$ 129,362	\$ 867		
Field Operations	\$ 82,817	\$ 98,139	\$ (15,322)	\$ 888,398	\$ 980,718	\$ (92,320)	\$ 82,817	\$ 98,992	\$ (16,175)	\$ 888,398	\$ 978,862	\$ (90,464)		
Building Operations	\$ 234,404	\$ 245,363	\$ (10,958)	\$ 1,909,268	\$ 1,976,730	\$ (67,462)	\$ 234,404	\$ 255,804	\$ (21,400)	\$ 1,909,268	\$ 1,973,588	\$ (64,320)		
Flight Center	\$ 14,344	\$ 14,473	\$ (128)	\$ 114,756	\$ 115,780	\$ (1,025)	\$ 14,344	\$ 14,412	\$ (68)	\$ 114,756	\$ 134,538	\$ (19,782)		
<b>Total Revenues</b>	<b>\$ 344,369</b>	<b>\$ 369,845</b>	<b>\$ (25,476)</b>	<b>\$ 3,042,651</b>	<b>\$ 3,167,844</b>	<b>\$ (125,193)</b>	<b>\$ 344,369</b>	<b>\$ 384,038</b>	<b>\$ (39,669)</b>	<b>\$ 3,042,651</b>	<b>\$ 3,216,350</b>	<b>\$ (173,699)</b>		
<b>COST OF SALES</b>														
Field Operations	\$ 89,046	\$ 122,775	\$ (33,729)	\$ 1,134,594	\$ 1,182,426	\$ (47,833)	\$ 89,046	\$ 141,240	\$ (52,194)	\$ 1,134,594	\$ 1,134,109	\$ 485		
Building Operations	\$ 74,679	\$ 82,649	\$ (7,970)	\$ 630,641	\$ 764,137	\$ (133,496)	\$ 74,679	\$ 57,434	\$ 17,245	\$ 630,641	\$ 802,832	\$ (172,191)		
Flight Center	\$ 25,694	\$ 20,924	\$ 4,770	\$ 160,965	\$ 191,424	\$ (30,459)	\$ 25,694	\$ 26,103	\$ (409)	\$ 160,965	\$ 175,372	\$ (14,407)		
Shop Equip. Operations	\$ 30,326	\$ 32,217	\$ (1,891)	\$ 302,821	\$ 299,648	\$ 3,174	\$ 30,326	\$ 54,576	\$ (24,250)	\$ 302,821	\$ 309,884	\$ (7,063)		
<b>Total Cost of Sales</b>	<b>\$ 219,745</b>	<b>\$ 258,565</b>	<b>\$ (38,820)</b>	<b>\$ 2,229,020</b>	<b>\$ 2,437,635</b>	<b>\$ (208,615)</b>	<b>\$ 219,745</b>	<b>\$ 279,353</b>	<b>\$ (59,608)</b>	<b>\$ 2,229,020</b>	<b>\$ 2,422,196</b>	<b>\$ (193,176)</b>		
<b>Gross Profit/(Loss)</b>	<b>\$ 124,624</b>	<b>\$ 111,280</b>	<b>\$ 13,344</b>	<b>\$ 813,631</b>	<b>\$ 730,208</b>	<b>\$ 83,422</b>	<b>\$ 124,624</b>	<b>\$ 104,686</b>	<b>\$ 19,939</b>	<b>\$ 813,631</b>	<b>\$ 794,154</b>	<b>\$ 19,477</b>		
<b>GENERAL AND ADMINISTRATIVE</b>														
Administrative	\$ 151,541	\$ 185,260	\$ (33,719)	\$ 1,361,475	\$ 1,518,459	\$ (156,984)	\$ 151,541	\$ 275,692	\$ (124,150)	\$ 1,361,475	\$ 1,546,022	\$ (184,548)		
Commissions	\$ 8,588	\$ 8,665	\$ (77)	\$ 65,887	\$ 69,323	\$ (3,436)	\$ 8,588	\$ 7,593	\$ 995	\$ 65,887	\$ 62,053	\$ 3,834		
Business Dev./Marketing	\$ 11,424	\$ 16,362	\$ (4,938)	\$ 119,137	\$ 133,633	\$ (14,496)	\$ 11,424	\$ 13,123	\$ (1,699)	\$ 119,137	\$ 90,098	\$ 29,039		
Accounting	\$ 21,808	\$ 25,532	\$ (3,724)	\$ 220,442	\$ 213,803	\$ 6,638	\$ 21,808	\$ (15,156)	\$ 36,964	\$ 220,442	\$ 211,975	\$ 8,467		
<b>Total G&amp;A Costs</b>	<b>\$ 193,362</b>	<b>\$ 235,820</b>	<b>\$ (42,458)</b>	<b>\$ 1,766,940</b>	<b>\$ 1,935,218</b>	<b>\$ (168,278)</b>	<b>\$ 193,362</b>	<b>\$ 281,252</b>	<b>\$ (87,890)</b>	<b>\$ 1,766,940</b>	<b>\$ 1,910,149</b>	<b>\$ (143,208)</b>		
<b>Operating Income/(Loss)</b>	<b>\$ (68,737)</b>	<b>\$ (124,540)</b>	<b>\$ 55,802</b>	<b>\$ (953,310)</b>	<b>\$ (1,205,010)</b>	<b>\$ 251,700</b>	<b>\$ (68,737)</b>	<b>\$ (176,567)</b>	<b>\$ 107,829</b>	<b>\$ (953,310)</b>	<b>\$ (1,115,994)</b>	<b>\$ 162,685</b>		
<b>NON-OPERATING REVENUES/(EXPENSES)</b>														
Property and Other Tax Revenue	\$ 89,621	\$ 87,000	\$ 2,621	\$ 3,228,745	\$ 3,148,000	\$ 80,745	\$ 89,621	\$ 73,853	\$ 15,769	\$ 3,228,745	\$ 2,934,222	\$ 294,523		
Property Tax Expenses	\$ (102,482)	\$ (107,000)	\$ 4,518	\$ (204,964)	\$ (214,000)	\$ 9,036	\$ (102,482)	\$ (102,861)	\$ 379	\$ (204,964)	\$ (205,722)	\$ 757		
Federal & State Grants	\$ -	\$ -	\$ -	\$ 541,434	\$ -	\$ 541,434	\$ -	\$ 66,623	\$ (66,623)	\$ 541,434	\$ 66,623	\$ 474,811		
Investment Income	\$ 8,278	\$ 3,000	\$ 5,278	\$ 47,873	\$ 36,000	\$ 11,873	\$ 8,278	\$ 9,841	\$ (1,563)	\$ 47,873	\$ 116,496	\$ (68,624)		
Unrealized Gain/Loss from Investments	\$ (10,410)	\$ -	\$ (10,410)	\$ (4,752)	\$ -	\$ (4,752)	\$ (10,410)	\$ 21,378	\$ (31,788)	\$ (4,752)	\$ 70,043	\$ (74,795)		
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Gain on Sale of Fixed Assets	\$ -	\$ 2,500	\$ (2,500)	\$ 1,437,830	\$ 20,000	\$ 1,417,830	\$ -	\$ (494)	\$ 494	\$ 1,437,830	\$ 4,898	\$ 1,432,932		
<b>Total Non-Operating Revenues/(Expenses)</b>	<b>\$ (14,992)</b>	<b>\$ (14,500)</b>	<b>\$ (492)</b>	<b>\$ 5,046,165</b>	<b>\$ 2,990,000</b>	<b>\$ 2,056,165</b>	<b>\$ (14,992)</b>	<b>\$ 68,340</b>	<b>\$ (83,333)</b>	<b>\$ 5,046,165</b>	<b>\$ 2,986,561</b>	<b>\$ 2,059,604</b>		
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ (83,730)</b>	<b>\$ (139,040)</b>	<b>\$ 55,310</b>	<b>\$ 4,092,856</b>	<b>\$ 1,784,990</b>	<b>\$ 2,307,866</b>	<b>\$ (83,730)</b>	<b>\$ (108,226)</b>	<b>\$ 24,496</b>	<b>\$ 4,092,856</b>	<b>\$ 1,870,567</b>	<b>\$ 2,222,289</b>		
Depreciation	\$ 527,992	\$ 618,131	\$ (90,138)	\$ 4,216,510	\$ 4,945,045	\$ (728,535)	\$ 527,992	\$ 602,151	\$ (74,159)	\$ 4,216,510	\$ 4,803,502	\$ (586,991)		
<b>Net Income/(Loss) after Depreciation</b>	<b>\$ (611,722)</b>	<b>\$ (757,170)</b>	<b>\$ 145,448</b>	<b>\$ (123,655)</b>	<b>\$ (3,160,055)</b>	<b>\$ 3,036,400</b>	<b>\$ (611,722)</b>	<b>\$ (710,377)</b>	<b>\$ 98,655</b>	<b>\$ (123,655)</b>	<b>\$ (2,932,935)</b>	<b>\$ 2,809,280</b>		
Major Maintenance	\$ -	\$ -	\$ -	\$ 66,024	\$ 94,050	\$ (28,026)	\$ -	\$ 183,935	\$ (183,935)	\$ 66,024	\$ 340,708	\$ (274,683)		
Engineering Costs	\$ -	\$ -	\$ -	\$ 4,662	\$ -	\$ 4,662	\$ -	\$ -	\$ -	\$ 4,662	\$ -	\$ 4,662		
<b>Net Income/(Loss)</b>	<b>\$ (611,722)</b>	<b>\$ (757,170)</b>	<b>\$ 145,448</b>	<b>\$ (194,341)</b>	<b>\$ (3,254,105)</b>	<b>\$ 3,059,764</b>	<b>\$ (611,722)</b>	<b>\$ (894,312)</b>	<b>\$ 282,590</b>	<b>\$ (194,341)</b>	<b>\$ (3,273,643)</b>	<b>\$ 3,079,302</b>		

**DuPage Flight Center**  
STATEMENT OF REVENUES AND EXPENSES  
For the Month Ending 8/31/2015

	Month			YTD			2015 Annual			Month			YTD		
	Budget		Variance	Budget		Variance	Budget			2014		Variance	2015		Variance
	Actual			Actual					2015	2014		2015	2014		
<b>REVENUES</b>															
Hangar Rentals	\$ 24,004	\$ 12,333	\$ 11,671	\$ 158,255	\$ 98,667	\$ 59,588	\$ 148,000	\$ 148,000	\$ 24,004	\$ 13,978	\$ 10,026	\$ 158,255	\$ 120,669	\$ 37,586	
Ramp Tie Downs & Overnight fees	\$ 3,860	\$ 2,083	\$ 1,777	\$ 18,468	\$ 16,667	\$ 1,801	\$ 25,000	\$ 25,000	\$ 3,860	\$ 3,288	\$ 572	\$ 18,468	\$ 17,464	\$ 1,004	
Fuel and Oil Sales	\$ 914,422	\$ 976,868	\$ (62,446)	\$ 7,359,489	\$ 8,047,657	\$ (688,168)	\$ 11,872,132	\$ 11,872,132	\$ 914,422	\$ 1,029,661	\$ (115,239)	\$ 7,359,489	\$ 8,133,094	\$ (773,604)	
Line Service Other	\$ 1,980	\$ 4,042	\$ (2,062)	\$ 55,188	\$ 32,333	\$ 22,855	\$ 48,500	\$ 48,500	\$ 1,980	\$ 2,040	\$ (60)	\$ 55,188	\$ 39,653	\$ 15,535	
Aircraft Catering	\$ 8,111	\$ 3,103	\$ 5,008	\$ 37,443	\$ 24,827	\$ 12,615	\$ 37,241	\$ 37,241	\$ 8,111	\$ 2,567	\$ 5,544	\$ 37,443	\$ 24,292	\$ 13,151	
Non Airfield Rent/Lease/Maintenance Revenue	\$ 724	\$ 792	\$ (67)	\$ 6,128	\$ 6,333	\$ (205)	\$ 9,500	\$ 9,500	\$ 724	\$ 697	\$ 27	\$ 6,128	\$ 6,329	\$ (201)	
<b>Total Revenue</b>	<b>\$ 953,101</b>	<b>\$ 999,221</b>	<b>\$ (46,120)</b>	<b>\$ 7,634,971</b>	<b>\$ 8,226,484</b>	<b>\$ (591,513)</b>	<b>\$ 12,140,373</b>	<b>\$ 12,140,373</b>	<b>\$ 953,101</b>	<b>\$ 1,052,231</b>	<b>\$ (99,130)</b>	<b>\$ 7,634,971</b>	<b>\$ 8,341,501</b>	<b>\$ (706,529)</b>	
<b>COST OF SALES</b>															
Fuel and Oil Cost of Sales	\$ 477,591	\$ 660,071	\$ (182,480)	\$ 3,890,030	\$ 5,387,924	\$ (1,497,894)	\$ 7,955,688	\$ 7,955,688	\$ 477,591	\$ 709,335	\$ (231,743)	\$ 3,890,030	\$ 5,481,272	\$ (1,591,242)	
De Ice Cost of Goods	\$ -	\$ 2,083	\$ (2,083)	\$ 305	\$ 16,667	\$ (16,362)	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 305	\$ 17,894	\$ (17,589)	
Credit Card Expense	\$ 12,536	\$ 13,833	\$ (1,298)	\$ 102,826	\$ 110,667	\$ (7,840)	\$ 166,000	\$ 166,000	\$ 12,536	\$ 14,433	\$ (1,898)	\$ 102,826	\$ 110,590	\$ (7,764)	
Food - COGS	\$ 10,272	\$ 8,333	\$ 1,938	\$ 81,364	\$ 66,667	\$ 14,698	\$ 100,000	\$ 100,000	\$ 10,272	\$ 16,962	\$ (6,691)	\$ 81,364	\$ 80,335	\$ 1,029	
Maintenance	\$ 14,974	\$ 16,835	\$ (1,861)	\$ 130,832	\$ 134,681	\$ (3,849)	\$ 202,022	\$ 202,022	\$ 14,974	\$ 15,241	\$ (267)	\$ 130,832	\$ 131,830	\$ (998)	
<b>Total Cost of Sales</b>	<b>\$ 515,373</b>	<b>\$ 701,156</b>	<b>\$ (185,783)</b>	<b>\$ 4,205,357</b>	<b>\$ 5,716,605</b>	<b>\$ (1,511,248)</b>	<b>\$ 8,448,710</b>	<b>\$ 8,448,710</b>	<b>\$ 515,373</b>	<b>\$ 755,971</b>	<b>\$ (240,599)</b>	<b>\$ 4,205,357</b>	<b>\$ 5,821,920</b>	<b>\$ (1,616,563)</b>	
<b>Gross Profit/(Loss)</b>	<b>\$ 437,728</b>	<b>\$ 298,065</b>	<b>\$ 139,663</b>	<b>\$ 3,429,614</b>	<b>\$ 2,509,879</b>	<b>\$ 919,735</b>	<b>\$ 3,691,663</b>	<b>\$ 3,691,663</b>	<b>\$ 437,728</b>	<b>\$ 296,260</b>	<b>\$ 141,469</b>	<b>\$ 3,429,614</b>	<b>\$ 2,519,580</b>	<b>\$ 910,034</b>	
<b>GENERAL AND ADMINISTRATIVE</b>															
Operating Income/(Loss)	\$ 116,002	\$ 126,946	\$ (10,944)	\$ 997,709	\$ 1,069,273	\$ (65,564)	\$ 1,622,345	\$ 1,622,345	\$ 116,002	\$ 149,081	\$ (33,080)	\$ 997,709	\$ 985,712	\$ 11,997	
Gain on Sale of Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ 321,727</b>	<b>\$ 171,120</b>	<b>\$ 150,607</b>	<b>\$ 2,431,905</b>	<b>\$ 1,446,606</b>	<b>\$ 985,299</b>	<b>\$ 2,069,318</b>	<b>\$ 2,069,318</b>	<b>\$ 321,727</b>	<b>\$ 147,179</b>	<b>\$ 174,548</b>	<b>\$ 2,431,905</b>	<b>\$ 1,533,868</b>	<b>\$ 896,037</b>	
Depreciation	\$ 1,554	\$ 1,554	\$ -	\$ 12,428	\$ 12,428	\$ 0	\$ 18,642	\$ 18,642	\$ 1,554	\$ 1,676	\$ (123)	\$ 12,428	\$ 13,411	\$ (983)	
<b>Net Income/(Loss)</b>	<b>\$ 320,173</b>	<b>\$ 169,566</b>	<b>\$ 150,607</b>	<b>\$ 2,419,477</b>	<b>\$ 1,434,178</b>	<b>\$ 985,299</b>	<b>\$ 2,050,676</b>	<b>\$ 2,050,676</b>	<b>\$ 320,173</b>	<b>\$ 145,502</b>	<b>\$ 174,671</b>	<b>\$ 2,419,477</b>	<b>\$ 1,531,709</b>	<b>\$ 887,768</b>	

**Prairie Landing Golf Club**  
STATEMENT OF REVENUES AND EXPENSES  
For the Month Ending 8/31/2015

	Month			YTD			2015 Annual Budget			Month			YTD			
	Actual		Variance	Actual		Variance	Budget		2015		Variance	2014		2015		Variance
	Budget			Budget								Budget				
<b>REVENUES</b>																
P100 - Golf Administration	368	\$	\$	6,700	\$	15,950										
P300 - Golf Operations	252,874	\$	\$	1,195,200	\$	(62,813)										
P400 - Food and Beverage	54,409	\$	\$	203,250	\$	4,071										
P500 - Weddings	99,336	\$	\$	377,000	\$	5,672										
P600 - Private Events	4,360	\$	\$	77,005	\$	(7,867)										
P700 - Golf Outings	23,922	\$	\$	86,003	\$	(14,624)										
P900 - Kitty Hawk Café	2,839	\$	\$	21,600	\$	(1,387)										
<b>Total Revenue</b>	<b>438,108</b>	\$	\$	<b>410,210</b>	\$	<b>27,898</b>										
<b>COST OF SALES</b>																
P200 - Golf Maintenance	78,609	\$	\$	516,117	\$	(35,723)										
P300 - Golf Operations	60,486	\$	\$	222,403	\$	18,372										
P400 - Food and Beverage	42,737	\$	\$	257,064	\$	(26,171)										
P500 - Weddings	32,397	\$	\$	261,086	\$	(52,065)										
P600 - Private Events	769	\$	\$	23,761	\$	3,569										
P700 - Golf Outings	4,200	\$	\$	27,950	\$	(13,915)										
P900 - Kitty Hawk Café	5,015	\$	\$	21,600	\$	790										
<b>Total Cost of Sales</b>	<b>224,212</b>	\$	\$	<b>1,329,981</b>	\$	<b>(105,144)</b>										
<b>Gross Profit/(Loss)</b>	<b>213,895</b>	\$	\$	<b>635,777</b>	\$	<b>44,147</b>										
<b>GENERAL AND ADMINISTRATIVE</b>																
Operating Income/(Loss)	52,550	\$	\$	418,358	\$	(21,546)										
<b>NON-OPERATING REVENUES/(EXPENSES)</b>																
Property Tax Expenses	(6,050)	\$	\$	(308,000)	\$	153,004										
Investment Income	0	\$	\$	2	\$	2										
Gain on Sale of Fixed Assets	(94)	\$	\$	(3,036)	\$	(3,036)										
<b>Net Income/(Loss) before Depreciation</b>	<b>155,202</b>	\$	\$	<b>(62,092)</b>	\$	<b>217,294</b>										
Depreciation	6,571	\$	\$	56,723	\$	(2,596)										
Major Maintenance	29,850	\$	\$	51,294	\$	1,144										
<b>Net Income/(Loss)</b>	<b>118,781</b>	\$	\$	<b>(69,183)</b>	\$	<b>187,963</b>										




## Accounts Receivable Aging Report Over 60 Days Past Due


Customer No.	Customer Name	Current @ 09/08/15	1 to 30 Days Overdue	31 to 60 Days Overdue	61 to 90 Days Overdue	91+ Days Overdue	Total	% of Total
A-TEA01	TRAVEL EXPRESS AVIATION	-	-	-	-	146,511.70	146,511.70	88.50%
A-RSA01	RSH AVIATION, INC.	-	444.00	444.00	444.00	10,444.00	11,776.00	7.11%
A-REH01	RESOURCE HOLDINGS LLC	-	471.75	471.75	471.75	1,415.25	2,830.50	1.71%
A-HAH01	HENRY HARVELL	-	-	-	-	2,330.20	2,330.20	1.41%
A-MAW02	WENDY MAURER-ROCK	-	444.00	444.00	444.00	776.00	2,108.00	1.27%
<b>Report Total:</b>		-	<b>1,359.75</b>	<b>1,359.75</b>	<b>1,359.75</b>	<b>161,477.15</b>	<b>165,556.40</b>	
<b>Percent of Total:</b>		<b>0.00%</b>	<b>0.82%</b>	<b>0.82%</b>	<b>0.82%</b>	<b>97.54%</b>	<b>100.00%</b>	



# DUPAGE AIRPORT AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2015-1961; Award of Contract to Snow Systems for Snow Removal Services.

DATE: September 3, 2015

**SUMMARY:**

Each snow season, the Airport Authority utilizes a snow removal contractor for plowing parking lots and shoveling sidewalks and gates. The contractor responds to Airport property upon the accumulation of two (2") inches of snow or when notified by Airport staff.

The Contract term for such services commences on October 15, 2015 and continues through April 15, 2016.

Staff solicited sealed bids for procurement of these services in the July 8, 2015 edition of the *Daily Herald Newspaper*.

Four (4) sealed bids were received and opened at 2:00 p.m. on August 27, 2015. Bid results are as follows:

	Snow Systems Wheeling, IL	Fence Connection Inc. Elgin, IL	Discipio Enterprises West Chicago, IL	Central Development Corp West Chicago, IL
Primary Equipment / Labor	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Pickup Truck w/Plow	\$55	\$79	\$80	\$87.50
Skid Loaders	\$85	\$110	\$85	\$115
Shoveling Labor	\$24	\$65	\$22	\$40

Upon evaluation of the bids, it was determined that Snow Systems is the low, responsive and responsible bidder. Snow Systems has provided quality service to the Authority in the past.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 16, 2015 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

Contracted snow removal services has been funded in the 2015 Operating Budget. During the 2014/2015 snow season, the Authority spent \$28,652 on this service.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has previously drafted the standard contract utilized for the procurement of this item.

**ATTACHMENTS:**

- Proposed Resolution 2015-1961; Award of Contract to Snow Systems for Snow Removal Services.
- Statement of Political Contributions.

**ALTERNATIVES:**

The Board can deny, modify or amend this issue.

**RECOMMENDATION:**

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2015-1961; Award of Contract to Snow Systems for Snow Removal Services.



**RESOLUTION 2015-1961**

**Award of Contract to Snow Systems for Snow Removal Services: 2015/2016 Winter Season**

**WHEREAS**, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

**WHEREAS**, the Authority has solicited sealed bids for the procurement of snow removal services; and

**WHEREAS**, the Authority has received and reviewed four (4) sealed bids on August 27, 2015; and

**WHEREAS**, it is apparent that Snow Systems is the low, responsive and responsible bidder; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Snow Systems to provide snow removal services at the accumulation of two inches (2”) of snow or when notified by the Authority during the period of October 15, 2015 through April 15, 2016 at the hourly rates including operator of: \$55.00 for pickup trucks; \$85.00 for skid loaders; and \$24.00 for shoveling labor; and

**FURTHER, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute said Contract with Snow Systems and to take whatever steps necessary to effectuate the terms of said Contract.

This resolution shall be in full force and effective immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16th day of September, 2015.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
SNOW REMOVAL SERVICES  
SOLICITATION NO. 2015-0709**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

Snow Systems  
(name of entity or individual)

600 N. Wolf Court  
Wheeling, IL  
60090  
(address of entity or individual)


1. List the name and office of every elected official, as that term is defined in the DuPage Airport Authority's Procurement Policy, whom a contribution, exceeding \$150.00 total, was made to in the 24 months preceding the execution of this form. For each elected official, provide, in the space provided, the date of the contribution(s), the amount of the contribution(s) and the form of the contribution(s). If additional space is needed, please attach a separate sheet of paper containing a full and complete list.

Elected Official	Office	Date	Amount	Form
<u>N/A</u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual capacity, you must include contribution(s) made by your spouse and dependant children. See pages 11-13 of the Procurement Policy of the DuPage Airport Authority for said requirements.

VERIFICATION:

"I declare that this statement of political contributions (including any accompanying lists of contributions) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my (or the entities) political contributions as required by the Procurement Policy of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."

08/20/2015                                            President / CEO  
(date)    (signature)    (title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna *DB*  
Procurement Manager

THROUGH: David Bird *DB*  
Executive Director

RE: Proposed Resolution 2015-1962; Award of Bid to LNT Solutions, Inc. for the Procurement of Sodium Formate Runway Deicing Materials.

DATE: September 3, 2015

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**SUMMARY:**

Each snow season, the Airport Authority procures Sodium Formate runway deicing materials for anti-icing and deicing runway applications.

During the 2014/2015 snow season, the Airport utilized 8 tons of Sodium Formate. Over a 3-year period, an average of 7 tons per season were used.

In preparation for the 2015/2016 snow season, staff solicited sealed bids for procurement of Sodium Formate deicing materials in the July 8, 2015 edition of the *Daily Herald Newspaper*.

Three (3) sealed bids were received and opened at 3:30 p.m. on August 27, 2015. Bid results are as follows:

Bidder	Product	Price Per Ton	Minimum Order
LNT Solutions, Inc. Brooksville, FL	Sodium Formate	\$1,799	8 Tons
Nachurs Alpine Marion, OH	Sodium Formate	\$1,865.43	3 Tons
New Deal Deicing Denver, CO	Blended Sodium Formate/Acetate	\$1,926.54	5 Tons

Upon evaluation of the bids, it is apparent that LNT Solutions, Inc. is the low, responsive and responsible bidder. LNT Solutions has provided quality product to the Authority in the past.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 16, 2015 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

Staff requests authorization to purchase up to 12 tons of Sodium Formate on an as-needed basis for an amount not-to-exceed \$21,588. Funding for this item is included in the 2015 Operating Budget.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has previously drafted the standard contract utilized for the procurement of this item.

**ATTACHMENTS:**

- Proposed Resolution 2015-1962; Award of Bid to LNT Solutions, Inc. for the Procurement of Sodium Formate Runway Deicing Materials.
- Statement of Political Contributions.

**ALTERNATIVES:**

The Board can deny, modify or amend this issue.

**RECOMMENDATION:**

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2015-1962; Award of Bid to LNT Solutions, Inc. for the Procurement of Sodium Formate Runway Deicing Materials.

**RESOLUTION 2015-1962**

**Award of Bid to LNT Solutions, Inc. for the Procurement of Sodium Formate Deicing Materials**

**WHEREAS**, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

**WHEREAS**, the Authority has solicited sealed bids for the procurement of Sodium Formate runway deicing materials; and

**WHEREAS**, the Authority has received and reviewed three (3) sealed bids on August 27, 2015; and

**WHEREAS**, it is apparent that LNT Solutions, Inc. is the low, responsive and responsible bidder at a cost of \$1,799 per ton, F.O.B DuPage Airport; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to generate the necessary Purchase Order Contracts for the procurement of up to 12 tons of Sodium Formate runway deicing materials for an amount not-to-exceed \$21,588; and

**FURTHER, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute said Purchase Order Contracts with LNT Solutions, Inc. and to take whatever steps necessary to effectuate the terms of said Purchase Order.

This resolution shall be in full force and effective immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16th day of September, 2015.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
 RUNWAY DEICING MATERIALS  
 SOLICITATION NO. 2015-0707**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

LNT Solutions, Inc.

(name of entity or individual)

16150 Aviation Loop Drive

Box 15011

Brooksville, FL 34604

(address of entity or individual)

1. List the name and office of every elected official, as that term is defined in the DuPage Airport Authority's Procurement Policy, whom a contribution, exceeding \$150.00 total, was made to in the 24 months preceding the execution of this form. For each elected official, provide, in the space provided, the date of the contribution(s), the amount of the contribution(s) and the form of the contribution(s). If additional space is needed, please attach a separate sheet of paper containing a full and complete list.

Elected Official	Office	Date	Amount	Form
NONE				

NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual capacity, you must include contribution(s) made by your spouse and dependant children. See pages 11-13 of the Procurement Policy of the DuPage Airport Authority for said requirements.

**VERIFICATION:**

"I declare that this statement of political contributions (including any accompanying lists of contributions) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my (or the entities) political contributions as required by the Procurement Policy of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."

August 19, 2015

(date)

\_\_\_\_\_

(signature)

Vice President

(title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna *DB*  
Procurement Manager

THROUGH: David Bird *DB*  
Executive Director

RE: Proposed Resolution 2015-1963; Award of Bid to Nachurs Alpine Solutions for the Procurement of Potassium Acetate Runway Deicing Fluid

DATE: September 3, 2015

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**SUMMARY:**

Each snow season, the Airport Authority procures Potassium Acetate (runway deicing fluid) for anti-icing and deicing runway applications.

During the 2014/2015 snow season, the Airport utilized 2,050 gallons of Potassium Acetate. Over a 3-year period, an average of 3,900 gallons per season were used.

In preparation for the 2015/2016 snow season, staff solicited sealed bids for procurement of runway deicing fluid in the July 8, 2015 edition of the *Daily Herald Newspaper*. Two (2) bids were received at 3:00 p.m. on August 27, 2015. Bid results are as follows:

Bidder	Price Per Gallon	Minimum Order
Nachurs Alpine Solutions Marion, OH	\$4.70	4,400 Gallons
Seneca Mineral Company Erie, PA	\$4.95	4,400 Gallons

Upon evaluation of the bids, it was determined that Nachurs Alpine Solutions is the low, responsive and responsible bidder. Nachurs Alpine Solutions has provided quality product to the Authority in the past.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 16, 2015 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

Staff requests authorization to purchase up to 2 loads of Potassium Acetate on an as-needed basis for an amount not-to-exceed \$41,360 (8,800 gallons). Funding for this item is included in the 2015 Operating Budget.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has previously drafted the standard contract utilized for the procurement of this item.

**ATTACHMENTS:**

- Proposed Resolution 2015-1963; Award of Bid to Nachurs Alpine Solutions for the Procurement of Potassium Acetate Runway Deicing Fluid.
- Statement of Political Contributions.

**ALTERNATIVES:**

The Board can deny, modify or amend this issue.

**RECOMMENDATION:**

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2015-1963; Award of Bid to Nachurs Alpine Solutions for the Procurement of Potassium Acetate Runway Deicing Fluid.



**RESOLUTION 2015-1963**

**Award of Bid to Nachurs Alpine Solutions for the Procurement of Potassium Acetate Runway Deicing Fluid**

**WHEREAS**, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

**WHEREAS**, the Authority has solicited sealed bids for the procurement of runway deicing fluid; and

**WHEREAS**, the Authority has received and reviewed two (2) sealed bids on August 27, 2014; and

**WHEREAS**, it is apparent that Nachurs Alpine Solutions is the low, responsive and responsible bidder at a cost of \$4.70 per gallon, 4,400 minimum gallons per order, F.O.B DuPage Airport; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to generate the necessary Purchase Order Contracts for the procurement of up to 8,800 gallons of Potassium Acetate runway deicing fluid for an amount not-to-exceed \$41,360; and

**FURTHER, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute said Purchase Order Contracts with Nachurs Alpine Solutions and to take whatever steps necessary to effectuate the terms of said Purchase Order.

This resolution shall be in full force and effective immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16th day of September, 2015.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
 RUNWAY DEICING FLUID  
 SOLICITATION NO. 2015-0708**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

Nachurs Alpine Solutions Industrial a div. of Nachurs Alpine Solutions  
 (name of entity or individual)

421 Leader Street  
Marion, OH 43302

(address of entity or individual)

1. List the name and office of every elected official, as that term is defined in the DuPage Airport Authority's Procurement Policy, whom a contribution, exceeding \$150.00 total, was made to in the 24 months preceding the execution of this form. For each elected official, provide, in the space provided, the date of the contribution(s), the amount of the contribution(s) and the form of the contribution(s). If additional space is needed, please attach a separate sheet of paper containing a full and complete list.

Elected Official	Office	Date	Amount	Form
<del>NONE</del>				

NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual capacity, you must include contribution(s) made by your spouse and dependant children. See pages 11-13 of the Procurement Policy of the DuPage Airport Authority for said requirements.

**VERIFICATION:**

"I declare that this statement of political contributions (including any accompanying lists of contributions) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my (or the entities) political contributions as required by the Procurement Policy of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."


8/21/2015  
 (date)


  
 (signature)  
 John Grega

VP Finance & Administration  
 (title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2015-1964; Award of Contract to UBM Facility Services, Inc. for Janitorial Services

DATE: September 3, 2015

---

**SUMMARY:**

The Airport Authority utilizes a janitorial service provider to clean various locations throughout the Airport to include the Flight Center, Maintenance Building, Government Center and several hangar offices.

The previous one (1) year Contract for janitorial services that commenced on August 1, 2014 was terminated earlier this year due to performance issues. Since that time, the Authority has procured janitorial services on a month-to-month basis.

The Authority desires a new one (1) year Contract commencing on October 1, 2015, subject to two (2) one year extensions. Staff solicited a Request for Proposals (“RFP”) in the May 19, 2015 edition of the Daily Herald newspaper. A mandatory pre-proposal conference was conducted on June 1, 2015 with twenty-one (21) janitorial companies in attendance. Sixteen (16) proposals were received on June 12, 2015 from the following companies:

- GSF USA
- Uni-Max Management
- Able Services
- Multisystem Management
- Emerald Cleaning & Restoration
- UBM Facility Services, Inc.
- Executive Building Management
- Best Quality Cleaning
- ABM
- Total Facility Maintenance
- Quality Maintenance
- Service Professional Maintenance
- Kimco Services
- Servicemaster
- Mlady Commercial Services
- Diverse Facility Solutions

An evaluation panel was selected by the Executive Director to evaluate the proposals based on quality control, qualifications and experience, pricing, and capabilities. Upon completion of the evaluation process, the panel selected UBM Facility Services, Inc. as the highest ranked company for the new Contract.

The evaluation panel received positive references from ComEd, United Airlines and AT&T facilities currently being cleaned by UBM.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 16, 2015 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

The proposal submitted by UBM Facility Services Inc. is an annual cost of \$62,604.85 (year 1), \$63,293.67 (year 2) and \$65,015.72 (year 3).

Funding for this item is included in the 2015 Operating Budget.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has previously drafted the standard contract utilized for the procurement of this item.

**ATTACHMENTS:**

- Proposed Resolution 2015-1964; Award of Contract to UBM Facility Services, Inc. for Janitorial Services.
- Statement of Political Contributions.

**ALTERNATIVES:**

The Board can deny, modify or amend this issue.

**RECOMMENDATION:**

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2015-1964; Award of Contract to UBM Facility Services, Inc. for Janitorial Services.

**RESOLUTION 2015-1964**

**Award of Contract to UBM Facility Services, Inc. for Janitorial Services**

**WHEREAS**, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

**WHEREAS**, the Authority has solicited proposals from qualified janitorial companies for providing janitorial services to the Authority; and

**WHEREAS**, the Authority has received and reviewed sixteen (16) proposals through a Request for Proposal evaluation committee process; and

**WHEREAS**, the Authority recommends entering into a Contract with UBM Facility Services, Inc. for providing janitorial services to the Authority; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with UBM Facility Services, Inc. for providing janitorial services during the term of October 1, 2015 and ending on October 1, 2016, subject to two (2) one (1) year extensions at the sole discretion of the Authority for annual costs of \$62,604.85 (year 1), \$63,293.67 (year 2) and \$65,015.72 (year 3); and

**FURTHER, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute said Contract with UBM Facility Services, Inc. and to take whatever steps necessary to effectuate the terms of said Contract.

This resolution shall be in full force and effective immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16th day of September, 2015.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2015-1964**

**DUPAGE AIRPORT AUTHORITY  
REQUEST FOR PROPOSALS (RFP)  
JANITORIAL SERVICES  
SOLICITATION NO. 2015-0514**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

UBM  
(name of entity or individual)

165 Easy St  
Carol Stream, IL 60188  
(address of entity or individual)

1. List the name and office of every elected official, as that term is defined in the DuPage Airport Authority's Procurement Policy, whom a contribution, exceeding \$150.00 total, was made to in the 24 months preceding the execution of this form. For each elected official, provide, in the space provided, the date of the contribution(s), the amount of the contribution(s) and the form of the contribution(s). If additional space is needed, please attach a separate sheet of paper containing a full and complete list.

Elected Official	Office	Date	Amount	Form
<u>None</u>	_____	_____	_____	_____
↓	_____	_____	_____	_____
↓	_____	_____	_____	_____
↓	_____	_____	_____	_____

NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual capacity, you must include contribution(s) made by your spouse and dependant children. See pages 11-13 of the Procurement Policy of the DuPage Airport Authority for said requirements.

**VERIFICATION:**

"I declare that this statement of political contributions (including any accompanying lists of contributions) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my (or the entities) political contributions as required by the Procurement Policy of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."

9/8/15 (date) [Signature] (signature) Director of Sales + Marketing (title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2015-1965; Award of Contract to Mechanical Concepts of Illinois, Inc. for the Flight Center HVAC Balancing and Supplemental Heat Project

DATE: September 3, 2015

---

**SUMMARY:**

The Airport Authority's 2015 Capital Budget includes a project to add supplemental fan powered hot water coils to existing ductwork in the Flight Center lobby. The hot water coils will allow faster recovery of the lobby space temperature after large amounts of air infiltrate the lobby from exterior doors opening and closing continuously. The hot water system and air handling systems will then be tested, adjusted and balanced.

Staff utilized the services of Kluber Architects & Engineers, Inc. to develop plans and specifications for this project. A solicitation for sealed bids was advertised in the June 14, 2015 edition of the *Daily Herald Newspaper*. Three (3) sealed bids were received and opened at 2:30 p.m. on June 7, 2015. Bid results are as follows:

Bidder	Total Construction Cost
Mechanical Concepts of Illinois, Inc. Romeoville, IL	\$61,500
Ideal Heating Co. Brookfield, IL	\$63,999
Excel Mechanical Services Burr Ridge, IL	\$98,996

Upon evaluation of the bids, it is apparent that Mechanical Concepts of Illinois, Inc. is the low, responsive and responsible bidder. In addition, Kluber Architects & Engineers conducted a Scope of Work review with Mechanical Concepts and received positive references from several school districts and general contractors.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 16, 2015 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2015 Capital Budget	\$126,600
Kluber Architects & Engineers Design and Construction Phase Services	-\$13,458
Mechanical Concepts Construction Cost	-\$61,500
Owner's Contingency (5%)	-\$3,075
	\$48,567

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has previously drafted the standard contract utilized for this project.

**ATTACHMENTS:**

- Project Exhibits
- Proposed Resolution 2015-1965; Award of Contract to Mechanical Concepts of Illinois, Inc. for the Flight Center HVAC Balancing and Supplemental Heat Project.
- Statement of Political Contributions.

**ALTERNATIVES:**

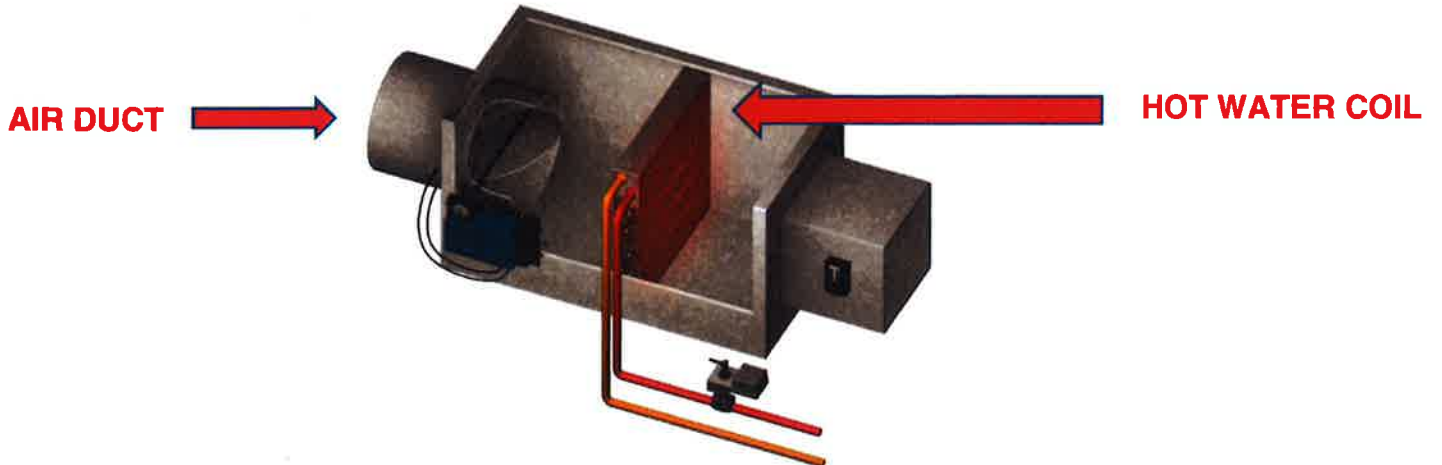
The Board can deny, modify or amend this issue.

**RECOMMENDATION:**

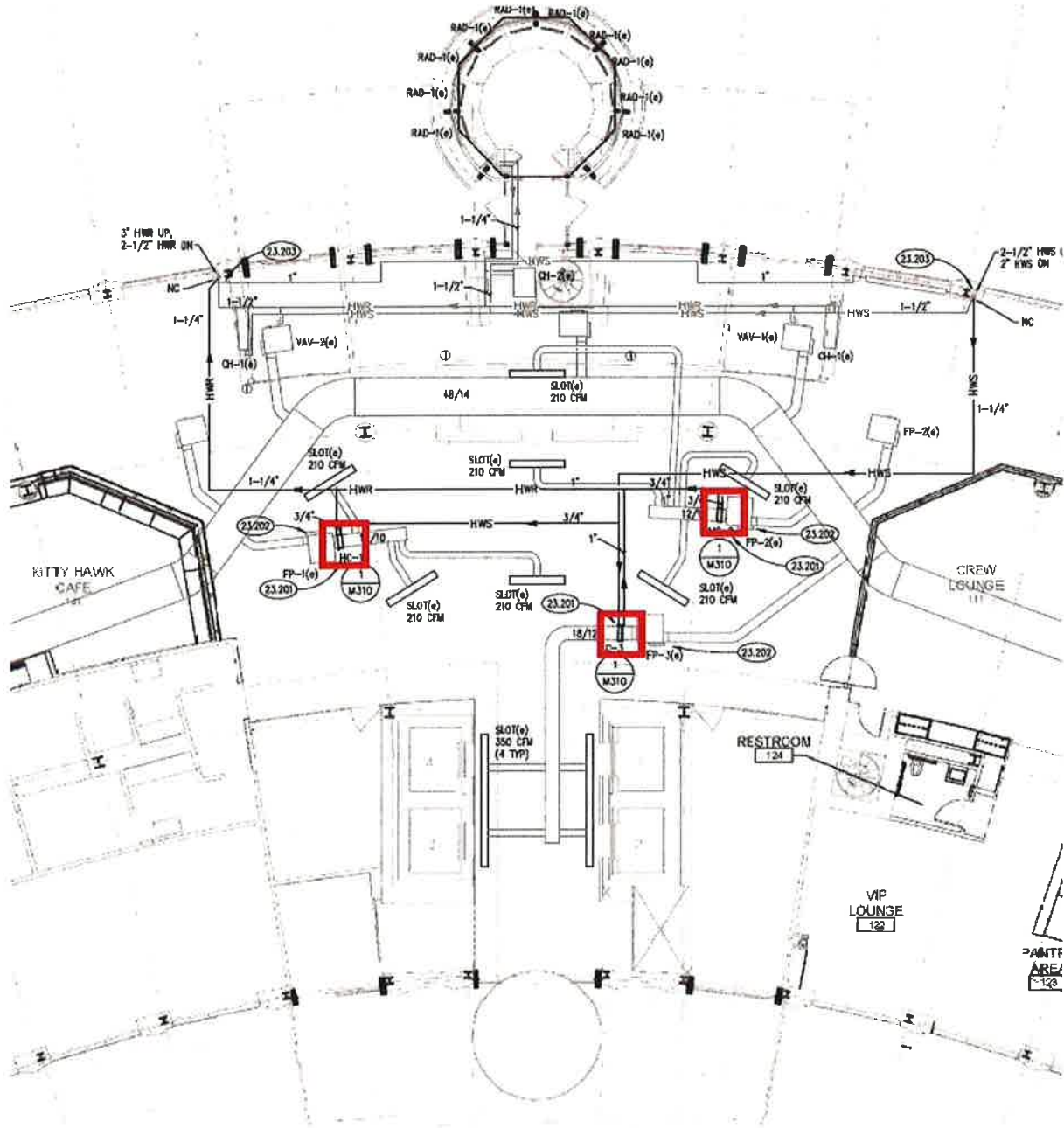
It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2015-1965; Award of Contract to Mechanical Concepts of Illinois, Inc. for the Flight Center HVAC Balancing and Supplemental Heat Project.



**Proposed Resolution 2015-1965; Award of Contract to Mechanical Concepts of Illinois, Inc.  
for Flight Center HVAC Balancing and Supplemental Heat Project**



# FLIGHT CENTER 1<sup>ST</sup> FLOOR LOBBY FAN POWERED VAV BOX – HOT WATER COIL ADDITIONS TO EXISTING DUCTWORK



**RESOLUTION 2015-1965**

**Award of Contract to Mechanical Concepts of Illinois, Inc. for the Flight Center HVAC Balancing and Supplemental Heat Project**

**WHEREAS**, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

**WHEREAS**, the Authority has solicited sealed bids for HVAC balancing and installation of supplemental heat units in the lobby of the DuPage Flight Center; and

**WHEREAS**, the Authority has received and reviewed three (3) sealed bids on July 7, 2015; and

**WHEREAS**, it is apparent that Mechanical Concepts of Illinois, Inc. is the low, responsive and responsible bidder at a lump sum cost of \$61,500; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Mechanical Concepts of Illinois, Inc. for a total cost not-to-exceed \$64,575, which includes a 5% owner’s contingency; and

**FURTHER, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute said Contract with Mechanical Concepts of Illinois, Inc. and to take whatever steps necessary to effectuate the terms of said Contract.

This resolution shall be in full force and effective immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16th day of September 2015.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
 FLIGHT CENTER HVAC BALANCING AND SUPPLEMENTAL HEAT  
 PROJECT  
 SOLICITATION NO. 2015-0508**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

MECHANICAL CONCEPTS OF ILLINOIS INC.  
 (name of entity or individual)

333 S. O'HARE DR.  
ROMEOVILLE IL 60446

(address of entity or individual)

1. List the name and office of every elected official, as that term is defined in the DuPage Airport Authority's Procurement Policy, whom a contribution, exceeding \$150.00 total, was made to in the 24 months preceding the execution of this form. For each elected official, provide, in the space provided, the date of the contribution(s), the amount of the contribution(s) and the form of the contribution(s). If additional space is needed, please attach a separate sheet of paper containing a full and complete list.

Elected Official	Office	Date	Amount	Form
<u>N/A</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual capacity, you must include contribution(s) made by your spouse and dependant children. See pages 11-13 of the Procurement Policy of the DuPage Airport Authority for said requirements.


**VERIFICATION:**


"I declare that this statement of political contributions (including any accompanying lists of contributions) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my (or the entities) political contributions as required by the Procurement Policy of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."

7/7/15                                            VICE PRESIDENT  
 (date)                                      (signature)                                      (title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2015-1966; Authorizing the Execution of Task Order No. 33 with CH2M Hill, Inc. for the Project: Airfield Electrical and Vault Equipment Assessment

DATE: September 3, 2015

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**SUMMARY:**

The Airport Authority's 2015 Capital Budget includes a project to upgrade airfield lighting regulators. To effectively accomplish this task, the Authority determined that it must first conduct an airfield electrical and vault equipment assessment to survey and document existing conditions. Such assessment will serve as a master plan for replacing and maintaining critical airfield lighting infrastructure for the foreseeable future.

Staff is in receipt of a Task Order from CH2M Hill, Inc. to conduct this assessment for a not-to exceed amount of \$77,500. An Independent Fee Analysis ("IFA") and scope of work review was conducted by the firm of Kutchins and Groh Airport Consultants and was determined to be fair and reasonable.

The scope of work to be conducted under this Task Order includes:

Survey

A survey will be conducted of all existing vault electrical equipment to include regulators, cutouts, power distribution infrastructure, the Airfield Lighting Control System ("ALCS") and the stand-by generator set. A survey will also be conducted of all airfield lighting circuits, cables and ductbanks. Insulation resistance tests will be conducted on all airfield lighting circuits. Existing conditions will be documented as good, fair, or poor.

Assessment Report

An assessment report will be provided, detailing the findings of field visits and cable test results. The report will identify equipment/circuits which show wear, is beyond its useful life, or is out of compliance with accepted codes and standards. The report will make recommendations on the measures that are needed to repair, replace, or bring the systems into compliance.

Master Record Drawings

Master record drawings will be developed for vault circuitry and will include documenting the runways and taxiways served by each electrical circuit.

Master Airfield Electrical Equipment and Vault Planning Report

A master planning report will be developed listing proposed projects to execute recommendations identified in the assessment. The report will rate the projects in order of urgency/criticality and will include cost estimates.



*Airfield Electrical Vault – DuPage Airport Maintenance Building*

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 16, 2015 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

The CH2M Hill Task Order No. 33 fee to complete the airfield electrical and vault equipment assessment is a not-to-exceed amount of \$77,500. This fee is determined to be fair and reasonable by an Independent Fee Analysis (“IFA”) conducted by the firm of Kutchins and Groh Airport Consultants.

\$184,275 was included in the 2015 Capital Budget for airfield lighting regulator upgrades, which will be utilized for this Project.

**STAKEHOLDER PROCESS:**

None.

**LEGAL REVIEW:**

Standard form task order will be utilized.

**ATTACHMENTS:**

- Proposed Resolution 2015-1966; Authorizing the Execution of Task Order No. 33 with CH2M Hill, Inc. for the Project: Airfield Electrical and Vault Equipment Assessment.

**ALTERNATIVES:**

The Board can deny, modify or amend this issue.

**RECOMMENDATION:**

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2015-1966; Authorizing the Execution of Task Order No. 33 with CH2M Hill, Inc. for the Project: Airfield Electrical and Vault Equipment Assessment.

**RESOLUTION 2015-1966**

**Authorizing the Execution of Task Order No. 33 with CH2M Hill, Inc. for the Project: Airfield Electrical and Vault Equipment Assessment**

**WHEREAS**, the DuPage Airport Authority, an Illinois Special District ("Authority"), previously selected CH2M Hill, Inc. ("CH2M Hill") to provide planning, design and construction services for various construction projects pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. (the "Act");

**WHEREAS**, the Authority expects to pursue the accomplishment of a project described as Airfield Electrical and Vault Equipment Assessment (the "Project"); and

**WHEREAS**, the Authority has previously entered into a Contract with CH2M Hill for work at the DuPage Airport and is in receipt of Task Order No. 33 from CH2M Hill for said Project for a total not-to-exceed amount of \$77,500; and

**WHEREAS**, the Authority finds that the cost to provide said services is reasonable and deems it to be in the best interest of the Authority to enter into Task Order No.33 with CH2M Hill for such services.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute Task Order No. 33 with CH2M Hill for a total not-to-exceed amount of \$77,500 and to take whatever steps necessary to effectuate the terms of said Task Order on behalf of the Authority.

This resolution shall be in full force and effective immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16th day of September, 2015.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY





DUPAGE AIRPORT  
AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird  
Executive Director

RE: Proposed Resolution 2015-1969; Authorizing the Execution of an Antenna and Equipment Space Lease Agreement Between DuPage Public Safety Communications and the DuPage Airport Authority.

Proposed Resolution 2015-1970; Authorizing the Execution of an Antenna and Equipment Space Lease Agreement Between the DuPage Airport Authority and DuPage Public Safety Communications.

DATE: September 10, 2015

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**SUMMARY:**

For more than 20 years, the Airport Authority has provided the Air Traffic Control Tower with an emergency ring-down telephone circuit that is connected to Du-Comm, the DuPage County 911 dispatch center. In the event that an actual or declared aircraft emergency occurs, the Control Tower is able to pick up a telephone that immediately rings the Du-Comm fire dispatch operator. Du-Comm can also pick up a telephone and immediately ring the Control Tower via the ring-down circuit.

In recent years, the emergency ring-down circuit has been extremely problematic and intermittently out-of-service for repair due to old AT&T circuitry and lack of technician support. The Airport Authority has been advised by AT&T that these types of circuits will soon be obsolete and no longer supported.

Staff has identified a modern replacement for the ring-down circuit through the installation of a microwave dish antenna. The Control Tower telephone call will be broadcasted via fiber through a 3' microwave dish on the Flight Center roof. The microwave dish will communicate point-to-point and line of sight over 8 miles to a matching microwave dish on top of a high-rise structure at a Du-Comm facility in Glendale Heights. Staff has included the procurement and installation of the microwave equipment in the 2015 budget, which is anticipated to be brought before the Board in November.

In preparation for the construction of the microwave communication link, staff and legal counsel have negotiated antenna and equipment space lease agreements with Du-Comm for the Authority's microwave equipment to be located at Du-Comm's high rise facility and communications equipment room in Glendale Heights.

Correspondingly, Du-Comm has requested reservation of similar space in a 6' x 6' area on the north end of the Flight Center roof and basement level IT room to accommodate future Du-Comm owned equipment to include (1) 3' microwave dish antenna and (2) 12' base station receiver antennas.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 16, 2015 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

The proposed antenna and equipment space leases serve intergovernmental public safety communication needs. No costs are associated with the leased spaces.

**STAKEHOLDER PROCESS:**

None.

**LEGAL REVIEW:**

Legal counsel has drafted the Antenna and Equipment Space Lease Agreements between the parties.

**ATTACHMENTS:**

- Memo from legal counsel.
- Leased space exhibit.
- Proposed Resolution 2015-1969; Authorizing the Execution of an Antenna and Equipment Space Lease Agreement Between DuPage Public Safety Communications and the DuPage Airport Authority.
- Leased space exhibit.
- Proposed Resolution 2015-1970; Authorizing the Execution of an Antenna and Equipment Space Lease Agreement Between the DuPage Airport Authority and DuPage Public Safety Communications.

**ALTERNATIVES:**

The Board can deny, modify or amend this issue.

**RECOMMENDATION:**

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2015-1969; Authorizing the Execution of an Antenna and Equipment Space Lease Agreement Between DuPage Public Safety Communications and the DuPage Airport Authority and Proposed Resolution 2015-1970; Authorizing the Execution of an Antenna and Equipment Space Lease Agreement Between the DuPage Airport Authority and DuPage Public Safety Communications.

**Proposed Resolution 2015-1969**  
**Antenna and Equipment Space Lease Between Du-Comm and DuPage Airport Authority**

Du-Comm Leased Space for DAA Owned Microwave Antenna and Related Equipment



Building 170A  
High Rise Tower  
170 Wall Street – Glendale Heights, IL



Building 170B  
Communications Equipment Room  
170 Wall Street – Glendale Heights, IL

Future Microwave Connection for Emergency Communication  
Between DuPage Air Traffic Control Tower and Du-Comm



**RESOLUTION 2015-1969**  
**AUTHORIZING THE EXECUTION OF AN ANTENNA AND EQUIPMENT SPACE**  
**LEASE AGREEMENT BETWEEN DUPAGE PUBLIC SAFETY COMMUNICATIONS**  
**AND THE DUPAGE AIRPORT AUTHORITY**

**WHEREAS**, DuPage Public Safety Communications ("Du-Comm"), is the owner of a high rise communication facility commonly known as Building 170A and a communications equipment room commonly known as Building 170B, located at 170 Wall Street Glendale Heights, IL (the "Facility"); and

**WHEREAS**, Du-Comm, as Lessor, and the DuPage Airport Authority, an Illinois Special District (the "Authority"), as Lessee, have negotiated a Lease Agreement allowing the Authority to utilize space for public safety communication equipment at the Facility; and

**WHEREAS**, the Board of Commissioners finds that it is in the best interest of the Authority to enter into said Lease Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, that the DuPage Airport Authority enter into the aforementioned Lease Agreement; and

**FURTHER, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorize the Executive Director to execute said Lease attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of this Lease on behalf of the Authority,.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16<sup>th</sup> day of September 2015.

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2015-1969**

## ANTENNA and EQUIPMENT SPACE LEASE

### SECTION 1:

This Lease is made by and between the DuPage Public Safety Communications, 600 Wall Street, Glendale Heights, Illinois 60139, as Lessor (hereinafter “Lessor” or “DU-COMM”), and the DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, Illinois 60185, as Lessee, (hereinafter “Lessee” or “DuPage Airport”).

### SECTION 2: Description of the Leased Premises.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, only the following described area of the premises commonly known as Building 170B Communications Building 170A, Glendale Heights, Illinois (the “Subject Property”): space for a 3’-4’ diameter microwave dish located on a structural mount above the roof of Building 170A and rack space designed by Lessor to accommodate microwave and multiplex equipment in building 170B for Lessee use. The entire areas set forth in this Section as being leased to Lessee are collectively hereafter referred to as the “Leased Premises.”

### SECTION 3: Right of Lessee to erect public safety communications antennas.

The Lessee shall have the right to erect and maintain on the Leased Premises public safety communications antennas, appurtenant cables and receivers. Lessee shall further have the right to connect the receivers to the multiplex equipment and any Airport Authority microwave which relays radio signals to the DU-COMM Glendale Heights Building 170A.

A. Lessee shall at all times fully and promptly comply with all rules and regulations of DU-COMM.

B. Such antennas shall be erected and maintained at the sole expense of the Lessee and at its sole risk.

C. Maintenance shall be considered to include any technical upgrade or improvement of the antennas and appurtenant systems during the course of this Lease provided that such upgrade does not expand the Leased Premises or interfere with DU-COMM's rights to the quiet and peaceful enjoyment of the Premises.

D. Lessor shall make available to the Lessee the minimal electrical service necessary to operate the radio equipment but nothing herein should be considered a guaranty of electrical service by Lessor.

SECTION 4: Term.

The Leased Premises are leased for a term to commence on October 1, 2015 and to end on December 31, 2019, or such earlier time and date as this Lease may be terminated as provided below, except that, if any such date falls on a Sunday or a holiday, then this Lease shall end on the next business day following the date specified.

This Lease will be automatically renewed for an additional sixty (60) month period at the end of any Lease period unless either party notifies the other in writing of its intent to not renew at least ninety (90) days in advance of the termination date of the Lease. This Lease may be renewed for four (4) additional five (5) year terms.

SECTION 5: Rent.

The total annual rent shall be \$0.00.

SECTION 6: Use and Occupancy.

Lessee shall use and occupy the Area for no purpose other than that described herein.

SECTION 7: Care and Repair of Premises.

Lessee shall commit no act of waste and shall take good care of the IT room and roof and the fixtures and appurtenances on it, and shall, in the use and occupancy of the IT room and roof,

conform to all laws, orders, and regulations of the Federal, State, and Municipal governments or any of their departments. Lessee shall make all repairs to the premises made necessary by misuse or neglect by the Lessee, the Lessee's agents, servants, or licensees. Upon termination of this Lease, all equipment placed on the Leased Premises by Lessee shall be removed by the Lessee in a careful and prudent manner so as not to damage the demised premises. The public safety dishes, antennas and their appurtenances shall remain the property of Lessee despite the fact that they are affixed to the Leased Premises.

SECTION 8: Prohibition of Assignment.

Lessee shall not, without first obtaining the written consent of the Lessor, assign in whole or in part, or sublet or any part of the Leased Premises to another.

SECTION 9: Other Grounds for Termination.

The Lessee may terminate this Lease upon ninety (90) days written notice to the Lessor. Lessor may also terminate this Lease upon damage or destruction of the Leased Premises during the Lease term. Should the Leased Premises be destroyed during the Lease term, and should the Lessor elect to reconstruct a similar improvement on the Subject Property, Lessee shall have the right to erect public safety antennas as described herein on the new improvement.

SECTION 10: Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition, or option in any other instance. Any and all amendments to this Lease shall only be effective if made in writing and agreed to by both parties.

SECTION 11: Waiver.

In addition to and without limiting or being limited by any other releases or waivers of claims in this Lease, but rather in confirmation and furtherance thereof, to the extent not prohibited by law, DU-COMM and its agents and employees shall not be liable, and Lessee hereby waives and releases it from any liability, for any injury to or death of any person or injury or damage to or theft, robbery, pilferage, loss or loss of the use of any property, sustained by Lessee or by other persons due to actions undertaken by Lessees, its agents or representatives under this Lease or any appurtenance placed on the Leased Premises thereof becoming out of repair, or due to the happening of any accident or event in or about any part of the Leased Premises, or due to any act or neglect of any tenant of the Subject Property or of any other person; and the foregoing provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures and windows, and shall apply without distinction as to the person whose act of neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind; provided however, that Lessee does not waive or release the DU-COMM, its agents and employees from liability from their respective negligence or willful misconduct which causes any injury to or death or any person, or any damage to the Leased Premises and/or Lessee's property therein.

SECTION 12: Indemnity.

In addition to and without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Lessee agrees to indemnify, defend by counsel reasonably acceptable to DU-COMM and hold DU-COMM, its agents, tenants, and



employees harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including court costs and reasonable attorneys' fees and expenses, in connection with injury to or death of any person or injury or damage to or theft, robbery, pilferage, loss or loss of the use of any property owned by DU-COMM or any of its tenants occurring in or about the Leased Premises arising from Lessee's occupancy of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Lessee in or about the Leased Premises, or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or due to any other act of omission of Lessee, or any of its employees, agents, licensees, invitees or contractors resulting in loss or damage suffered to person or to property of DU-COMM.

SECTION 13: Insurance.

(a) DU-COMM's Insurance. DU-COMM shall carry not less than:

(i) first and extended coverage insurance for what DU-COMM reasonably believes to be the full replacement cost of the building on the Subject Property and fire and extended coverage for what DU-COMM reasonably believes to be the full replacement cost of the alterations, additions and improvements to the Premises (to the extent paid for by DU-COMM), but excluding Lessee's contents, trade fixtures, furniture and equipment and improvements to the building on the Subject Property to the extent paid for by Lessee, with normal and customary deductibles; and

(ii) a general liability insurance policy or policies affording coverage for personal injury or property damage liability arising from or occurring in all public and non-tenant areas of the Subject Property and adjacent areas, such as sidewalks, driveways, lobbies, and other similar

areas, including broad-form contractual liability insurance, in case of personal injury to or death or any person or persons or damage to property with a combined single limit of not less than an amount which a prudent landlord of a building in DuPage County, Illinois similar to the building on the Subject Property would carry for personal injury and property damage liability.

(b) DuPage Airport's Insurance. Lessee shall carry insurance during the entire Term insuring Lessee and insuring as additional named insureds, DU-COMM, its agents and employees as their interests may appear with terms and in companies reasonably satisfactory to DU-COMM, and with such coverage and in such amounts as DU-COMM may from time to time reasonably request, but initially Lessee shall maintain the following coverage in the following amounts:

(i) During the Term, and at any time prior to the Term when Lessee is causing any work, including Lessee's work, to be done in the Leased Premises, public liability insurance with the broad-form comprehensive liability endorsement each in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence; and

(ii) During the Term and at any time prior to the Term when Lessee is causing any work, including Lessee's work to be done in the Leased Premises, "all risk" physical damage insurance, including fire, sprinkler leakage, vandalism and extended coverage, for the full replacement cost of all additions, improvements and alterations to the Leased Premises (except for any additions, improvements or alterations made by DU-COMM or Lessee and paid for solely by DU-COMM without any contribution toward their costs by Lessee) and all office furniture, office equipment, merchandise, trade fixtures and all other items of Lessee's personal property in the Leased Premises.

Lessee shall, prior to the commencement of the Term and from time to time during the Term, furnish to DU-COMM policies or certificates evidencing the foregoing insurance coverage. Lessee's policies and certificates shall state that such insurance coverage may not be reduced, canceled or renewed without at least sixty (60) days' prior written notice to DU-COMM and Lessee. DU-COMM agrees to indicate to Lessee in writing the names of the parties required under this Section 13(b) to be named as additional named insureds on insurance policies carried by Lessee. Lessee shall not be in default under this Lease for failure to name as an additional named insured on any insurance policy carried by Lessee a party required to be so named under this Section 13(b), if DU-COMM has not indicated such party's name in writing to Lessee.

SECTION 14: Mechanics Lien.

Lessee shall not permit any mechanics liens to be placed upon the Leased Premises or the Subject Property. In the circumstance that any mechanics lien is placed on the Leased Premises or the Subject Property due to work performed by Lessee, its agents or contractors, Lessee shall within thirty (30) days after notice from the Lessor discharge any mechanics liens from materials or labor claimed to have been furnished to the premises on the Lessee's behalf.

SECTION 15: Notices.

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given when delivered personally or sent by registered or certified mail in an addressed, postage-paid envelope, at the addresses set forth above. Lessor and Lessee shall notify the other of any change of address necessitated by the relocation of their operations.

SECTION 16: Lessee's Right to Inspection, Repair, and Maintenance.

Lessee, or the Lessee's agents, may enter the premises at any reasonable time during normal business hours with Lessee's employee, upon adequate notice to the Lessor (except that

no notice be given in the case of an emergency) for the purpose of inspection or the making of repairs, replacements, or additions in, to, on, the Leased Premises. To the extent that Lessee shall need access to the Leased Premises at times other than during normal business hours of DU-COMM on the Subject Property, Lessee shall provide Lessor notice of the need for access and Lessor shall provide escorted access to the Leased Premises if and when escorted access can be reasonably provided. Lessee shall use the access procedures as set forth in Exhibit A hereto.

SECTION 17: Peaceful Enjoyment.

Lessee covenants that it shall maintain and conduct the activities associated with the erection and maintenance of the public safety antennas so as not to interfere with the rights of the Lessor to the peaceable and quiet enjoyment of the Premises.

SECTION 18: Binding Effect on Successors and Assigns.

The provisions of this Lease shall apply to, bind, and inure to the benefit of the Lessor and Lessee, their respective successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this Lease makes the owner, or a mortgagee in possession, so that in the event of any sale or transfer of title in the building the undersigned Lessor shall be freed and relieved of all covenants and obligations accruing under this Lease. It shall be deemed without further agreement that any purchaser or successor in title to the current Lessor assumes the obligations and agreed to carry out any of all covenants and obligations of the Lessor under this Lease.

SECTION 19: This Lease entered into agreement by the parties below.

---

David Bird  
Executive Director  
DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, IL 60185

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Brian Tegtmeyer, Executive Director  
DuPage Public Safety Communications

## Exhibit A

### Access Procedures

During normal business hours Monday through Friday 8:00AM to 4:30 PM.

For scheduled maintenance provide 4 hour notice and use the following contact numbers.

1. Mr. Jerry Chapman  
Technical Service Manager  
630-510-3803 Office  
630-330-2388 Cell
2. DU-COMM Support Services  
630-510-3830
3. Mr. John Lozar  
630-330-4386 Cell

#### Emergency Access after-hours call

1. 24 Hour Dispatch Center  
630-260-7500

**Proposed Resolution 2015-1970**

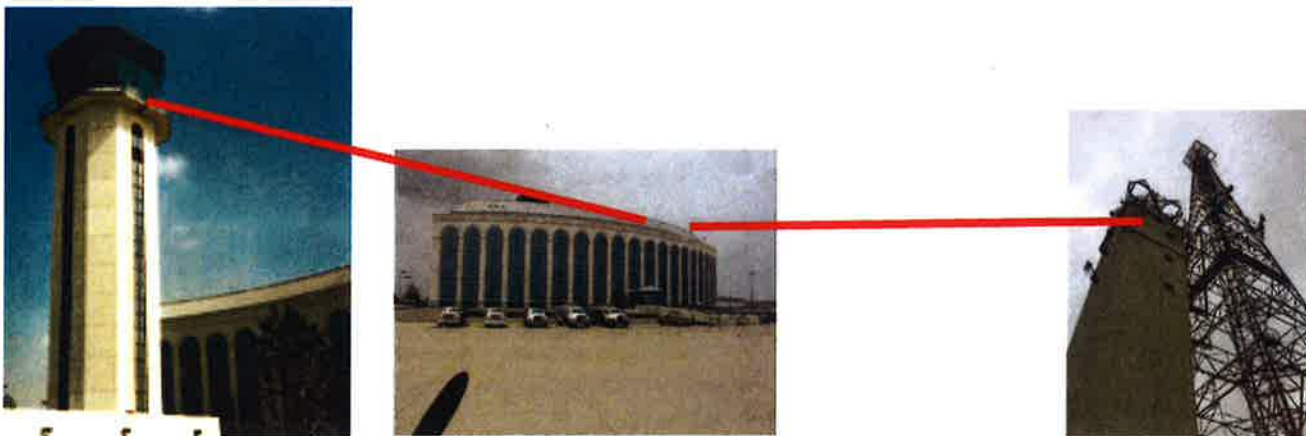
**Antenna and Equipment Space Lease Between the DuPage Airport Authority and Du-Comm**

Airport Authority Leased Space for Future Du-Comm Owned Microwave Dish Antenna, Two (2) Base Station Receiver Antennas and Related Equipment



Reserved Space for Future Public Safety Communication Equipment  
Flight Center Roof  
2700 International Drive – West Chicago, IL

Future Microwave Connection for Emergency Communication  
Between DuPage Air Traffic Control Tower and Du-Comm  
Communication Link Also Utilized by Future Du-Comm Equipment



**RESOLUTION 2015-1970**  
**AUTHORIZING THE EXECUTION OF AN ANTENNA AND EQUIPMENT SPACE**  
**LEASE AGREEMENT BETWEEN THE DUPAGE AIRPORT AUTHORITY AND**  
**DUPAGE PUBLIC SAFETY COMMUNICATIONS**

**WHEREAS**, the DuPage Airport Authority, an Illinois Special District (the "Authority"), is the owner of a facility commonly known as the DuPage Flight Center, located at 2700 International Drive West Chicago, IL (the "Facility"); and

**WHEREAS**, the Authority, as Lessor, and DuPage Public Safety Communications ("Du-Comm"), as Lessee, have negotiated a Lease Agreement allowing Du-Comm to utilize space for public safety communication equipment at the Facility; and

**WHEREAS**, the Board of Commissioners finds that it is in the best interest of the Authority to enter into said Lease Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, that the DuPage Airport Authority enter into the aforementioned Lease Agreement; and

**FURTHER, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorize the Executive Director to execute said Lease attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of this Lease on behalf of the Authority,.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16<sup>th</sup> day of September 2015.

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2015-1970**



## ANTENNA and EQUIPMENT SPACE LEASE

### SECTION 1:

This Lease is made by and between the DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, Illinois 60185, as Lessor, (hereinafter "Lessor" or "DuPage Airport"), and DuPage Public Safety Communications, 600 Wall Street, Glendale Heights, Illinois 60139, as Lessee (hereinafter "Lessor "DU-COMM"), .

### SECTION 2: Description of the Leased Premises.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, only the following described area of the premises commonly known as 2700 International Drive, West Chicago, Illinois (the "Subject Property"): space for one (1) rack in the IT room located on the basement level of the Subject Property (the "IT Room"), and space for three (3) antenna mounts in a 6' x 6' area on the roof of the Subject Property (the "Roof"), for the placement of two (2) 800MHz antennas and one (1) 3' microwave dish for DU-COMM agency use. The IT room space needed is approximately 2' x 3' area with a height of six feet, and those areas necessary to run coaxial cables from the IT room to the roof. The entire areas set forth in this Section as being leased to DU-COMM are collectively hereafter referred to as the "Leased Premises."

### SECTION 3: Right of Lessee to erect public safety communications antennas.

The Lessee shall have the right to erect and maintain on the Leased Premises public safety communications antennas, appurtenant cables and receivers. Lessee shall further have the right to connect the receivers to the multiplex equipment and any Airport Authority microwave which relays radio signals to the DU-COMM Glendale Heights Tower.

A. Lessee shall at all times fully and promptly comply with all rules and regulations of the DuPage Airport and any other applicable rules and regulations of the Federal Aviation Administration and the Federal Communications Commission.

B. Such antennas shall be erected and maintained at the sole expense of the Lessee and at its sole risk.

C. Maintenance shall be considered to include any technical upgrade or improvement of the antennas and appurtenant systems during the course of this Lease provided that such upgrade does not expand the Leased Premises or interfere with the DuPage Airport's rights to the quiet and peaceful enjoyment of the Premises.

D. Lessor shall make available to the Lessee the minimal electrical service necessary to operate the radio equipment but nothing herein should be considered a guaranty of electrical service by Lessor.

SECTION 4: Term.

The Leased Premises are leased for a term to commence on October 1, 2015 and to end on December 31, 2019, or such earlier time and date as this Lease may be terminated as provided below, except that, if any such date falls on a Sunday or a holiday, then this Lease shall end on the next business day following the date specified.

This Lease will be automatically renewed for an additional sixty (60) month period at the end of any Lease period unless either party notifies the other in writing of its intent to not renew at least ninety (90) days in advance of the termination date of the Lease. This Lease may be renewed for four (4) additional five (5) year terms.

SECTION 5: Rent.

The total annual rent shall be \$00.00.

SECTION 6: Use and Occupancy.

Lessee shall use and occupy the Area for no purpose other than that described herein.

SECTION 7: Care and Repair of Premises.

Lessee shall commit no act of waste and shall take good care of the IT room and roof and the fixtures and appurtenances on it, and shall, in the use and occupancy of the IT room and roof, conform to all laws, orders, and regulations of the Federal, State, and Municipal governments or any of their departments. Lessee shall make all repairs to the premises made necessary by misuse or neglect by the Lessee, the Lessee's agents, servants, or licensees. Upon termination of this Lease, all equipment placed on the Leased Premises by Lessee shall be removed by the Lessee in a careful and prudent manner so as not to damage the demised premises. The public safety antennas and its appurtenances shall remain the property of DU-COMM despite the fact that they are affixed to the Leased Premises.

SECTION 8: Prohibition of Assignment.

Lessee shall not, without first obtaining the written consent of the Lessor, assign in whole or in part, or sublet or any part of the Leased Premises to another.

SECTION 9: Other Grounds for Termination.

The Lessee may terminate this Lease upon ninety (90) days written notice to the Lessor. Lessor may also terminate this Lease upon damage or destruction of the Leased Premises during the lease term. Should the Leased Premises be destroyed during the Lease term, and should the Lessor elect to reconstruct a similar improvement on the Subject Property, Lessee shall have the right to erect public safety antennas as described herein on the new improvement.

SECTION 10: Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition, or option in any other instance. Any and all amendments to this Lease shall only be effective if made in writing and agreed to by both parties.

SECTION 11: Waiver.

In addition to and without limiting or being limited by any other releases or waivers of claims in this Lease, but rather in confirmation and furtherance thereof, to the extent not prohibited by law, DuPage Airport and its agents and employees shall not be liable, and Lessee hereby waives and releases it from any liability, for any injury to or death of any person or injury or damage to or theft, robbery, pilferage, loss or loss of the use of any property, sustained by Lessee or by other persons due to actions undertaken by Lessee, its agents or representatives under this Lease or any appurtenance placed on the Leased Premises thereof becoming out of repair, or due to the happening of any accident or event in or about any part of the Leased Premises, or due to any act or neglect of any tenant of the Subject Property or of any other person; and the foregoing provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures and windows, and shall apply without distinction as to the person whose act of neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind; provided however, that Lessee does not waive or release the DuPage Airport, its agents and employees from liability from their respective negligence or

willful misconduct which causes any injury to or death or any person, or any damage to the Leased Premises and/or Lessee's property therein.

SECTION 12: Indemnity.

In addition to and without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Lessee agrees to indemnify, defend by counsel reasonably acceptable to the DuPage Airport and hold the DuPage Airport, its agents, tenants, and employees harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including court costs and reasonable attorneys' fees and expenses, in connection with injury to or death of any person or injury or damage to or theft, robbery, pilferage, loss or loss of the use of any property owned by the DuPage Airport or any of its tenants occurring in or about the Leased Premises arising from Lessee's occupancy of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Lessee in or about the Leased Premises, or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or due to any other act of omission of Lessee, or any of its employees, agents, licensees, invitees or contractors resulting in loss or damage suffered to person or to property of the DuPage Airport

SECTION 13: Insurance.

(a) DuPage Airport's Insurance. DuPage Airport shall carry not less than:

(i) first and extended coverage insurance for what the DuPage Airport reasonably believes to be the full replacement cost of the building on the Subject Property and fire and extended coverage for what the DuPage Airport reasonably believes to be the full replacement cost of the alterations, additions and improvements to the Premises (to the extent paid for by the

DuPage Airport ), but excluding Lessee's contents, trade fixtures, furniture and equipment and improvements to the building on the Subject Property to the extent paid for by Lessee, with normal and customary deductibles; and

(ii) a general liability insurance policy or policies affording coverage for personal injury or property damage liability arising from or occurring in all public and non-tenant areas of the Subject Property and adjacent areas, such as sidewalks, driveways, lobbies, and other similar areas, including broad-form contractual liability insurance, in case of personal injury to or death or any person or persons or damage to property with a combined single limit of not less than an amount which a prudent landlord of a building in DuPage County, Illinois similar to the building on the Subject Property would carry for personal injury and property damage liability.

(b) DU-COMM's Insurance. Lessee shall carry insurance during the entire Term insuring Lessee and insuring as additional named insureds, the DuPage Airport, its agents and employees as their interests may appear with terms and in companies reasonably satisfactory to the DuPage Airport , and with such coverage and in such amounts as the DuPage Airport may from time to time reasonably request, but initially Lessee shall maintain the following coverage in the following amounts:

(i) During the Term, and at any time prior to the Term when Lessee is causing any work, including Lessee's work, to be done in the Leased Premises, public liability insurance with the broad-form comprehensive liability endorsement each in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence; and

(ii) During the Term and at any time prior to the Term when Lessee is causing any work, including Lessee's work to be done in the Leased Premises, "all risk" physical damage insurance, including fire, sprinkler leakage, vandalism and extended coverage, for the full

replacement cost of all additions, improvements and alterations to the Leased Premises (except for any additions, improvements or alterations made by the DuPage Airport or Lessee and paid for solely by the DuPage Airport without any contribution toward their costs by Lessee) and all office furniture, office equipment, merchandise, trade fixtures and all other items of Lessee's personal property in the Leased Premises.

Lessee shall, prior to the commencement of the Term and from time to time during the Term, furnish to the DuPage Airport policies or certificates evidencing the foregoing insurance coverage. Lessee's policies and certificates shall state that such insurance coverage may not be reduced, canceled or renewed without at least sixty (60) days' prior written notice to the DuPage Airport and Lessee. The DuPage Airport agrees to indicate to Lessee in writing the names of the parties required under this Section 13(b) to be named as additional named insureds on insurance policies carried by Lessee. Lessee shall not be in default under this Lease for failure to name as an additional named insured on any insurance policy carried by Lessee a party required to be so named under this Section 13(b), if the DuPage Airport has not indicated such party's name in writing to Lessee.

SECTION 14: Mechanics Lien.

Lessee shall not permit any mechanics liens to be placed upon the Leased Premises or the Subject Property. In the circumstance that any mechanics lien is placed on the Leased Premises or the Subject Property due to work performed by Lessee, its agents or contractors, Lessee shall within thirty (30) days after notice from the Lessor discharge any mechanics liens from materials or labor claimed to have been furnished to the premises on the Lessee's behalf.

SECTION 15: Notices.

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given when delivered personally or sent by registered or certified mail in an addressed, postage-paid envelope, at the addresses set forth above. Lessor and Lessee shall notify the other of any change of address necessitated by the relocation of their operations.

SECTION 16: Lessee's Right to Inspection, Repair, and Maintenance.

Lessee, or the Lessee's agents, may enter the premises at any reasonable time during normal business hours with Lessee's employee, upon adequate notice to the Lessor (except that no notice be given in the case of an emergency) for the purpose of inspection or the making of repairs, replacements, or additions in, to, on, the Leased Premises. To the extent that Lessee shall need access to the Leased Premises at times other than during normal business hours of the DuPage Airport on the Subject Property, Lessee shall provide Lessor notice of the need for access and Lessor shall provide escorted access to the Leased Premises if and when escorted access can be reasonably provided. Lessee shall use the access procedures as set forth in Exhibit A hereto.

SECTION 17: Peaceful Enjoyment.

Lessee covenants that it shall maintain and conduct the activities associated with the erection and maintenance of the public safety antennas so as not to interfere with the rights of the Lessor to the peaceable and quiet enjoyment of the premises.

SECTION 18: Binding Effect on Successors and Assigns.

The provisions of this Lease shall apply to, bind, and inure to the benefit of the Lessor and Lessee, their respective successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this Lease makes the owner, or a mortgagee in possession, so that in



the event of any sale or transfer of title in the building the undersigned Lessor shall be freed and relieved of all covenants and obligations accruing under this Lease. It shall be deemed without further agreement that any purchaser or successor in title to the current Lessor assumes the obligations and agreed to carry out any of all covenants and obligations of the Lessor under this Lease.

SECTION 19: This Lease entered into agreement by the parties below.

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David Bird  
Executive Director  
DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, IL 60185

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Brian Tegtmeyer, Executive Director  
DuPage Public Safety Communications

Exhibit A

Access Procedures

During normal business hours, Monday through Friday, 8:00 AM to 4:30 PM.

For scheduled maintenance provide four (4) hour notice and use the following contact numbers:


1. Mr. Jeff Berls  
Facility Manager  
630-208-5603 (Office)  
630-689-6206 (Cell)
  
2. Operations  
630-584-2211
  
3. IT-related Issues Generator, IT Room, UPS  
Mr. Brad Dopke  
630-208-5606 (Office)  
630-664-7028 (Cell)
  
4. Mr. Dan Barna  
630-352-9776 (Cell)


Emergency Access after hours call:

1. 24-Hour Operations Center  
630-208-6500
  
2. Mr. Dan Barna  
630-352-9776 (Cell)



**TO:** Board of Commissioners

**FROM:** Mark Doles   
Director, Aviation Facilities and Properties

**THROUGH:** David Bird   
Executive Director

**RE:** Authorization of Proposed Resolution 2015-1967, Execution of an Agreement with Vertiport Chicago for Revenue Sharing

**DATE:** September 9, 2015

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**SUMMARY:**

The following item is a proposed Agreement between the DuPage Airport Authority and Vertiport OPCO, LLC (“Vertiport”) whereby the Authority would share revenues derived from transient aircraft that utilize the Airport and the services of the Vertiport.

With the development of the Vertiport in Chicago, helicopter service is now again viable and can access Chicago after the loss of Meigs Field. This development means that DuPage is now an option for customers doing business in Chicago that are currently utilizing both Chicago Executive and especially Midway Airport.

To help facilitate having DuPage as the preferred option outside of Midway Airport, staff has developed an Agreement whereby the Vertiport will share in revenues derived from those operations that choose to utilize DuPage instead of closer in airports.

This proposed Agreement will provide a minimum of \$100 and a maximum of \$500 to the Vertiport for transient aircraft that utilize DuPage and the services of the Vertiport.

The equation for this revenue sharing is as follows:

- \$0.40 per gallon for Jet A purchased by the transient aircraft
- 50% of all ramp and or hangar fees collected as a result of the transient aircraft’s visit to DuPage

At the beginning of August, the first transient aircraft that had previously operated into Midway landed at DuPage and the passengers utilized helicopter service to the Vertiport. The gross revenue from that operation was over \$4,600 and the net was almost \$1,500. Based upon the equation, the Vertiport earned \$393.80 from that operation and the Authority had a net of over \$1,000.

**PREVIOUS COMMITTEE/BOARD ACTION:**

This item will be discussed at the Finance Committee prior to the Board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

The proposed Agreement sharing this revenue is only for those aircraft that utilize the services of the Vertiport. Based upon our geographic location, those aircraft would not be utilizing DuPage to do business in Chicago. Therefore, we are only capturing that business as a result of the access provided by the Vertiport.

Based upon the initial operation, the revenue sharing was approximately 73% Airport and 27% Vertiport.

**STAKEHOLDER PROCESS:**

Not applicable.

**LEGAL REVIEW:**

This agreement was authored and approved by the Airport Authority's Legal Counsel. A memo from Atty. Luetkehans is attached.

**ATTACHMENTS:**

- Attorney Memo
- Proposed Resolution 2015-1967, Authorizing execution of an Agreement with Vertiport for Revenue Sharing
- Proposed Agreement

**ALTERNATIVES:**

The Committee/Board can deny, modify or amend this issue.

**RECOMMENDATION:**

- It is the recommendation of the Executive Director and staff that the Board approves Resolution 2015-1967, Authorizing execution of an Agreement with Vertiport for Revenue Sharing at the September 16, 2015 Board meeting.

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**MEMORANDUM**

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**TO:** DuPage Airport Authority Board of Commissioners  
**FROM:** Phillip A. Luetkehans  
**SUBJECT:** Vertiport Agreement  
**DATE:** August 31, 2015  
**OUR FILE:** DAA 2407

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DuPage Airport Authority (“DAA”) staff negotiated terms of an agreement between DAA and Vertiport Chicago to compensate Vertiport for certain fees received by DAA from transient jet aircraft users at the airport who also use Vertiport’s services. In particular, for each transient jet aircraft which uses the airport and also uses Vertiport’s services to be transported by helicopter to/from Vertiport’s facility in Chicago, DAA will pay Vertiport as follows:

For each eligible Transient Jet Aircraft visit, DAA will pay Vertiport Forty Cents (40¢) per gallon of Jet A Fuel purchased for that Transient Jet Aircraft during that Transient Jet Aircraft visit to the Airport;

For each eligible Transient Jet Aircraft visit, DAA will pay Vertiport Fifty Percent (50%) of all ramp fees and/or hangar fees collected by the Airport for that Transient Jet Aircraft visit to the Airport;

Notwithstanding the foregoing, in no case shall DAA pay Vertiport less than One Hundred Dollars (\$100.00) or more than Five Hundred Dollars (\$500.00) for each eligible visit by an eligible Transient Jet Aircraft; and

In addition to the foregoing, DAA will waive mandatory fees (e.g. ramp fees, minimum fuel purchase, storage in a hangar if required due to weather, repositioning of helicopter) for Vertiport’s helicopter operations for each Vertiport helicopter visit made for the users of an eligible Transient Jet Aircraft on an eligible visit.

The Agreement renews automatically but is terminable by either party at will with 30 days’ notice. The Agreement requires Vertiport to defend and indemnify DAA for claims arising out of its operations and requires Vertiport to provide insurance which names DAA as additional insured.

We have reviewed the Agreement recommend execution of the Agreement.

**RESOLUTION 2015-1967**

**AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE DuPAGE AIRPORT AUTHORITY AND VERTIPOINT OPCO, LLC**

**WHEREAS**, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois;

**WHEREAS**, Vertipoint OPCO, LLC (“Vertipoint”) operates Vertipoint Chicago, a heliport located at 1339 S. Wood Street, Chicago, Illinois providing helicopter services between area airports and downtown Chicago;

**WHEREAS**, the Authority believes that it can increase its revenues and provide a higher level of service to its customers by encouraging the use of helicopter service between the DuPage Airport and downtown Chicago; and

**WHEREAS**, the Authority deems it to be in the best interests of the Authority to enter into an agreement with Vertipoint to encourage helicopter service between the DuPage Airport and Chicago.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute said Agreement with Vertipoint OPCO, LLC and to take whatever steps necessary to effectuate the terms of said Contract.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16<sup>th</sup> day of September 2015.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made and dated as of the 3rd day of August, 2015, by and between the DuPAGE AIRPORT AUTHORITY, an Illinois Special District ("DAA") and VERTIPOINT OPCO, LLC, an Illinois Limited Liability Company ("Vertiport").

### RECITALS

WHEREAS, DAA owns and operates the DuPage Airport (the "Airport"); and

WHEREAS, Vertiport operates Vertiport Chicago, a private heliport located at 1339 S. Wood Street, Chicago, Illinois 60608 and is the exclusive air charter broker for helicopter air charter partners operating at the Vertiport; and

WHEREAS, DAA and Vertiport intend and desire to enter into this Agreement to compensate Vertiport for certain operations/purchases/fees at the Airport by Transient Jet Aircraft users who also use helicopter services between the Airport and Vertiport.

In consideration of the mutual promises and undertakings set forth below, the parties hereto agree as follows:

1. **Recitals.** The above Recitals are hereby incorporated into the Agreement as part of its terms.

2. **Compensation.** DAA will compensate Vertiport for certain purchases and fees at the Airport as set forth below where, and only where, the Transient Jet Aircraft (i.e. jet aircraft which is not based at the Airport) users also use helicopter services arranged for by Vertiport between the Airport and the Vertiport. Helicopter services shall be performed by Vertiport's exclusive air charter partners who shall maintain operational control over helicopter services. To be eligible for the payments herein, the users of the Transient Jet Aircraft must also use helicopter services arranged for by Vertiport between the Airport and the Vertiport during the same visit to the Airport by that Transient Jet Aircraft. On a monthly basis, Vertiport shall provide DAA with a written report of each Aircraft N# and the date of Airport use for all Transient Jet Aircraft users who also utilized helicopter services provided by Vertiport. DAA will reconcile the report and will compensate Vertiport on a monthly basis as stated below. Each month, DAA shall provide copies of the reconciliation to Vertiport.

- (1) Subject to the limits in subparagraph (3) below, for each eligible Transient Jet Aircraft visit, DAA will pay Vertiport Forty Cents (40¢) per gallon of Jet A Fuel purchased for that Transient Jet Aircraft during that Transient Jet Aircraft visit to the Airport;
- (2) Subject to the limits in subparagraph (3) below, for each eligible Transient Jet Aircraft visit, DAA will pay Vertiport Fifty Percent (50%) of all ramp fees and/or hangar fees collected by the Airport for that Transient Jet Aircraft visit to the Airport;
- (3) Notwithstanding the foregoing, in no case shall DAA pay Vertiport less than One Hundred Dollars (\$100.00) or more than Five Hundred Dollars (\$500.00) for each eligible visit by an eligible Transient Jet Aircraft; and

- (4) In addition to the foregoing, DAA will waive mandatory fees (e.g. ramp fees, minimum fuel purchase, storage in a hangar if required due to weather, repositioning of helicopter) for helicopter operations for each Vertiport air charter partner helicopter visit made for the users of an eligible Transient Jet Aircraft on an eligible visit.

3. **Promotion of Vertiport and Airport.** DAA shall provide and designate space in the Airport's terminal to permit Vertiport to display a sign promoting its services using a professionally-produced backlit sign provided by Vertiport. DAA shall provide and designate space in the Airport's terminal to permit Vertiport to display and make available brochures provided by Vertiport.

Vertiport shall provide and designate space in the Vertiport terminal to permit DAA to display a sign promoting the Airport using a professionally-produced backlit sign provided by DAA. Vertiport shall provide and designate space in the Vertiport terminal to permit DAA to display and make available brochures provided by DAA.

4. **Insurance.** Vertiport shall maintain, and shall require all air charter partners who provide helicopter services under this Agreement to maintain, insurance policies with limits no less than those set forth in the attached Exhibit A. Certificates of Insurance shall be provided annually by Vertiport and by all air charter partners who provide helicopter services under this Agreement. DAA shall be named as an additional insured on a primary and non-contributory basis. Each Certificate of Insurance shall include an endorsement that it cannot be cancelled unless the DAA is given at least thirty (30) days prior written notice.

5. **Indemnification.** To the fullest extent permitted by law, Vertiport shall defend with counsel acceptable to DAA, indemnify and hold harmless DAA, its Commissioners, agents, employees and contractors from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of Vertiport's acts or omissions in performing this Agreement or in providing its services, provided that such claim, damage, loss or expense is attributable to personal or bodily injury, sickness, disease or death or to injury or destruction of tangible property.

To the fullest extent permitted by law, DAA shall defend with counsel acceptable to Vertiport, indemnify and hold harmless Vertiport, its officers, agents, employees and contractors from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of DAA's acts or omissions in performing this Agreement or in providing its services, provided that such claim, damage, loss or expense is attributable to personal or bodily injury, sickness, disease or death or to injury or destruction of tangible property.

6. **Term and Termination.** This Agreement shall become effective on the date first written above and shall remain in effect for one year; thereafter the Agreement shall automatically renew for additional one year periods, unless terminated by either party for convenience who shall provide a minimum of thirty (30) days prior written notice to the other party.



7. **Attorney's Fees.** Should any party to this Agreement seek to declare rights under or enforce the terms, representations or warranties of this Agreement through litigation, the prevailing party shall receive its reasonable attorney's fees incurred in enforcing its rights.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois in all respects. If any provision hereof is contrary to or prohibited by or deemed invalid under such laws, such provision shall be inapplicable and deemed omitted. The parties agree that the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois shall be the proper and only jurisdiction and venue for any cause of action arising from this Agreement. The parties hereby waive any challenge to jurisdiction and venue in the Circuit Court of the Eighteenth Judicial Circuit.

9. **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original.

10. **Waiver.** No waiver by any party hereto, whether express or implied, of any rights under any provisions of this Agreement shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take any action against any breach of this Agreement or default by another party hereto shall constitute a waiver of the former party's right to enforce any provision(s) of this Agreement or to take action against such breach or default or any subsequent breach or default by such other party.

11. **Notice.** Any notice or communication required or permitted hereunder shall be sent by certified or registered mail, return receipt requested, addressed as follows, or in such other manner or to such other address as any party hereto shall hereafter designate by notice in writing to the other parties hereto:

(a) In the case of any notice, etc. to Vertiport to:

Michael Conklin  
VERTIPORT OPCO, LLC  
1339 S. Wood St.  
Chicago, IL 60608

with a copy to:

Leonard Kirsch, Esq.  
MCBREEN & KOPKO  
500 N. Broadway, Suite 129  
Jericho, NY 11753

(b) In case of any notice, etc. to DAA, to:

David Bird  
Executive Director  
DuPAGE AIRPORT AUTHORITY

2700 International Drive, Suite 200  
West Chicago, IL 60185-1658

with a copy to:

Phillip A. Luetkehans, Esq.  
SCHIROTT, LUETKEHANS & GARNER, LLC  
105 East Irving Park Road  
Itasca, IL 60143

Notice shall be deemed to have been given three (3) days after being placed in the United States Mail or one (1) day after being sent via a recognized overnight service.

12. **Entire Agreement.** It is agreed and acknowledged that this Agreement contains and comprises the entire understanding of the parties and that there are no additional promises, representations, terms or provisions other than those contained herein, or those written agreements entered into contemporaneously with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**VERTIPORT:**

VERTIPORT OPCO, LLC

By:   
Michael Conklin, President

**DAA:**

DuPAGE AIRPORT AUTHORITY,

By: \_\_\_\_\_  
David Bird, Executive Director

## EXHIBIT A – INSURANCE

INSURANCE COVERAGE REQUIRED:	APPLICABLE TO:	
<b>Airport Premises Liability</b>		
\$1,000,000 (Combined Single Limit)	- All Operators	
<b>Workers Compensation (Required Regardless of Independent Contractor Status)</b>		
Statutory Limits as Required by the State of Illinois	- All Operators	
<b>Employer's Liability</b>		
\$500,000 Per Accident	- All Operators	
\$500,000 Per Employee		
\$500,000 Policy Limit		
<b>Medical Payments Coverage (Premise, Aircraft and Auto)</b>		
\$1,000 Per Person	- All Operators	
<b>Automobile Liability: Owned / Non-Owned and Hired Vehicles – Landside and Non Movement Areas</b>		
\$1,000,000 (Combined Single Limit / Each Occurrence)	- All Operators	
<b>Fire Legal Liability</b>		
\$100,000 (Any one fire)	- All Operators	
<b>Additional Insured / Waiver of Subrogation / Certificate(s) of Insurance</b>		
<p><b>All Operators</b>                      General liability and aviation liability insurance shall name DuPage Airport Authority as an additional insured on a primary and non-contributory basis. Automobile liability insurance shall name DuPage Airport Authority as an additional insured. The DuPage Airport Authority shall be granted waiver of subrogation provisions for aircraft hull physical damage, property insurance and workers' compensation coverages. The operator shall provide the DuPage Airport Authority with a certificate of insurance evidencing insurance limits, including 30 days written notice of non-renewal, reduction in coverage or cancellation to the DuPage Airport Authority.</p> <p><b>Self Fueling Permittee</b>                      In addition to the above coverages, Self Fueling Permittee shall grant the DuPage Airport Authority waiver of subrogation provisions for automobile liability insurance.</p>	- All Operators - Self Fueling Permittee	
<b>Aircraft Liability Including Passengers</b>		
Piston	\$1,000,000 Combined Single Limit, \$100,000 Passenger Bodily Injury, Per Occurrence	- Flight Training SASO - Aircraft Rental SASO - Aircraft Charter SASO - Air Ambulance SASO - Specialized Commercial SASO - Flying Clubs
Turboprop	\$3,000,000 Combined Single Limit / Per Occurrence	
Turbojet	\$5,000,000 Combined Single Limit / Per Occurrence	
<b>Hangar Keepers Liability (Based on Largest Aircraft)</b>		
Piston	\$500,000 Per Aircraft / \$1,000,000 Per Occurrence	- Aircraft Maintenance SASO - Avionics or Instrument Maintenance SASO
Turboprop	\$1,000,000 Per Aircraft / \$3,000,000 Per Occurrence	
Turbojet	\$3,000,000 Per Aircraft / \$5,000,000 Per Occurrence	
<b>Product Liability and Completed Operations</b>		
Piston	\$1,000,000 Per Occurrence / Aggregate	- Aircraft Maintenance SASO - Avionics or Instrument Maintenance SASO - Aircraft Charter SASO
Turboprop	\$3,000,000 Per Occurrence / Aggregate	
Turbojet	\$5,000,000 Per Occurrence / Aggregate	
<b>Medical Malpractice</b>		
\$1,000,000 Per Occurrence / Aggregate	- Air Ambulance SASO	
<b>Environmental Liability</b>		
\$1,000,000 Per Occurrence	- Aerial Application SASO	
\$2,000,000 Aggregate	- Self Fueling Permittee	
<b>Automobile Liability: Owned / Non-Owned and Hired Vehicles – Movement Areas</b>		
\$5,000,000 (Combined Single Limit / Each Occurrence)	- Movement Area Vehicle Operators	

**RESOLUTION 2015-1968**  
**AUTHORIZING PUBLICATION OF NOTICE REQUESTING OFFERS TO**  
**PURCHASE AUTHORITY REAL PROPERTY SOUTH OF THE DUPAGE AIRPORT**  
**RUNWAYS**

**WHEREAS**, the DuPage Airport Authority owns a certain two hundred plus acre parcel of real property described in the attached Exhibit A (the "Subject Property") in fee simple interest; and

**WHEREAS**, the Authority has reviewed the Subject Property and the Authority's short and long term needs and finds that the Subject Property is no longer needed by, appropriate to, required for the use of, or profitable to the Authority and therefore finds that the continued ownership of the Subject Property is not in the best interest of the Authority; and

**WHEREAS**, the Authority has estimated the value of the Subject Property and finds that said value exceeds \$1,000.00; and

**WHEREAS**, the Authority deems it in the best interests of the Authority and the general public to negotiate for the sale of all or a portion of the Subject Property, pursuant to 70 ILCS 5/16.1, subject to certain conditions to ensure that the future use of the Subject Property does not interfere with the objectives of the Authority.

**NOW, THEREFORE, BE IT RESOLVED, THAT:**

1) Pursuant to 70 ILCS 5/16.1, the Executive Director is authorized and directed to take whatever steps necessary to publish the Authority's intention to accept offers and negotiate for the sale of all or a portion of the Subject Property, which the Board hereby deems to be in the best interests of the Authority considering its future needs and objectives, subject to the following deed restrictions and other matters:

a. The Purchaser shall file a notice consistent with the requirements of Federal Aviation Regulation ("FAR") Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on the Subject Property and the Subject Property shall remain in compliance with FAR Part 77 at all times; and

b. The Subject Property shall remain subject to the Intergovernmental Agreement, dated March 22, 2001, by and between the Authority and the City of West Chicago, Illinois, as amended by Resolution No. 2005-1176 enacted by Seller on August 8, 2005, and Resolution No. 05-R-0092 enacted by the City of West Chicago, Illinois on August 15, 2005, and all subsequent amendments thereto including, but not limited to Exhibit C to the Intergovernmental Agreement; and

c. The Subject Property shall at all times comply with the current Section 10.5 of the Zoning Ordinance of the City of West Chicago, Illinois, except as agreed to in writing by the DuPage Airport Authority; and

d. A restriction shall be placed on the deed conveying the Subject Property which shall reserve for the Authority an exclusive easement and right-of-way, appurtenant to the DuPage Airport, for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above the Property; and

e. Grantee shall not construct nor permit to stand on or pass through the Subject Property any building, structure, poles, trees, vehicle or any other object, whether natural or otherwise, of an elevation in excess of 40 feet above the Subject Property; and

f. The Purchaser shall execute and deliver to the Authority at closing, an Avigation Easement acceptable to the Authority which grants to the Authority all air rights over the Subject Property and waives all claims to said air rights; and

g. Any sale of the Subject Property or any portion thereof by the Authority is contingent upon the acquisition of a Release of the Property for Non-Aeronautical Use from the Federal Aviation Administration ("FAA"); and

h. Any sale of the Subject Property or any portion thereof by the Authority is contingent upon the approval of the Purchaser's proposed use of the Subject Property by the FAA; and

i. The Purchaser of the Subject Property must begin construction on a minimum 500,000 square foot manufacturing facility within four months of the later of: (i) closing on the purchase of the Subject Property; or (ii) obtaining the release/approval by the FAA, and Purchaser must then complete construction of the minimum 500,000 square foot manufacturing facility within eighteen months of the start of construction.

2) All offers to purchase the Subject Property shall be made in writing to the Executive Director within ten days of the publication of the notice and shall contain an offer amount and the description of the real property sought to be purchased; and

3) The Executive Director is authorized to negotiate with any qualified offerors and bring a proposed sales contract to the Board for consideration and possible action; and

4) The Board reserves the right not to sell any or all of the Subject Property, or to sell only portions of the Subject Property.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Peter H. Huizenga \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16th day of September, 2015.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2015-1968**

**EXHIBIT A**