



BOARD OF COMMISSIONERS  
REGULAR MEETING  
WEDNESDAY, MARCH 16, 2016; 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 #4  
January 13, 2016 Regular and Annual Board Meeting  
January 13, 2016 Finance Committee Meeting  
January 13, 2016 Capital Development, Leasing and  
Customer Fees Committee
5. DIRECTOR'S REPORT TAB #2 PAGE #24
6. REVIEW OF FINANCIAL STATEMENTS TAB #3 PAGE #28
7. REPORT OF OFFICERS/COMMITTEES
  - a. Finance, Budget & Audit Committee
  - b. Capital Development, Leasing & Customer Fees Committee
  - c. Internal Policy and Compliance Committee
  - d. Golf Committee
  - e. DuPage Business Center
8. NEW BUSINESS
  - a. Proposed Ordinance 2016-293; An Ordinance Abating Levy of Tax Authorized by Ordinance 2015-286; An Ordinance of the DuPage Airport Authority Levying Taxes for the Fiscal Year Beginning January 1, 2015 and Ending December 31, 2015.  
*Finance* TAB #4 PAGE #38
  - b. Proposed Ordinance 2016-294; Reduction in Certain Fees.  
*Approves a 50% reduction in SASO Fees charged to regulated aviation businesses on DuPage Airport.*  
*Finance* TAB #5 PAGE #42

- c. **Proposed Resolution 2016-2005; Award of Bid to Rosenbauer Minnesota, LLC. for the Procurement of One (1) 4x4 Aircraft Rescue and Firefighting Vehicle.**  
*Approves the procurement of one (1) Rosenbauer Panther 4x4 1,500 gallon Aircraft Rescue and Firefighting Vehicle for a total cost including warranties of \$597,705 F.O.B. DuPage Airport.*  
**Finance** **TAB #6** **PAGE #46**
- d. **Proposed Resolution 2016-2006; Award of Bid to Reinders, Inc. for the Procurement of One (1) Heavy Duty Turf Utility Vehicle.**  
*Approves the procurement of one (1) Toro Workman HDX for a total cost of \$19,328.02 F.O.B. Prairie Landing Golf Club.*  
**Finance** **TAB #7** **PAGE #51**
- e. **Proposed Resolution 2016-2007; Award of a Garbage Disposal Services Contract to Advanced Disposal Services.**  
*Approves a one (1) year Garbage Disposal Services Contract, subject to two (2) one (1) year extensions. Annual cost of \$9,835.*  
**Finance** **TAB #8** **PAGE #56**
- f. **Proposed Resolution 2016-2008; Award of a Master Agreement to DuPage Overhead Door, Inc. for On-Call Sectional Garage Door Repair and Maintenance Services.**  
*Approves a two (2) year Master Agreement for On-Call Garage Door Repair Services. As-needed time and material costs not-to-exceed \$25,000 annually or \$5,000 per project.*  
**Finance** **TAB #9** **PAGE #60**
- g. **Proposed Resolution 2016-2009; Delegation of Authority to the Executive Director to Procure One (1) Used Bucket Truck.**  
*Board delegation of authority to the Executive Director to accept the lowest, responsive and responsible bid of no greater than \$50,000 for the purchase of a used bucket truck with articulating boom.*  
**Finance** **TAB #10** **PAGE #65**
- h. **Proposed Resolution 2016-2010; Authorizing the Execution of an Intergovernmental Agreement with the West Chicago Fire Protection District.**  
*Approves an Intergovernmental Agreement with the West Chicago Fire Protection District to continue to provide aircraft rescue and firefighting services on DuPage Airport.*  
**Finance** **TAB #11** **PAGE #70**
- i. **Proposed Resolution 2016-2011; Authorizing the Execution of Design Phase Task Order No. 47 with CH2M for the Project: Southeast Drainage Ditch Clearing and Southwest Airfield Drainage Repairs.**  
*Authorizes a task order for survey, analysis, permitting, construction plans, specifications and bidding documents for the projects to: maintain the southeast drainage ditch and repair southwest farm parcel drainage. Task order not-to-exceed \$157,130.*  
**Capital** **TAB #12** **PAGE #100**
- j. **Proposed Resolution 2016-2012; Award of Contract to Freedom Contractors West LLC. for the Fuel Farm Facility Hardening Phase II Project.**  
*Approves a project to install two (2) electric vehicle gates, two (2) access control readers, and fencing at the Fuel Farm Facility. Total authorized construction cost of \$147,070, which includes a 10% owner's contingency.*  
**Capital** **TAB #13** **PAGE #105**

- k. **Proposed Resolution 2016-2013; Award of Contract to Schroeder Asphalt Services for the Project to Mill and Overlay International Drive.**

*Approves a project for 2" milling and 2" asphalt paving and crack repair of International Drive. Total authorized construction cost of \$166,173, which includes a 10% owner's contingency.*

**Capital**

**TAB #14**

**PAGE #111**

- l. **Proposed Resolution 2016-2014; Award of Contract to Core Mechanical Inc. for the Replacement of Two (2) Rooftop HVAC Units at the DuPage Airport Government Center.**

*Approves a project for removal and replacement of two (2) rooftop Carrier model HVAC units at the DuPage Airport Government Center. Total authorized construction cost of \$27,274, which includes a 10% owner's contingency.*

**Capital**

**TAB #15**

**PAGE #117**

- 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  
ANNUAL AND REGULAR BOARD MEETING  
Wednesday, January 13, 2016**

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The Regular and Annual 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, January 13, 2016. Chairman Davis called the meeting to order at 3:00 p.m. and a quorum was present for the meeting.

**Commissioners Present:** Chavez, Davis, Donnelly, Huizenga, LaMantia, Ledonne, Posch, Sharp, Wagner. Commissioner LaMantia arrived after the roll call at 3:05 p.m. Commissioner Wagner arrived after the roll call at 3:07 p.m.

**Commissioners Absent:** None

**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; Anna Normoyle, Marketing Manager; Dan Barna, Procurement Manager; Pamela Miller, Executive Assistant and Board Liaison.

**Others in Attendance:** Phil Luetkehans, Schirott, Luetkehans and Garner; Michael Vonic, CH2M; Nate Granger, RS & H; Dan Pape, Crawford, Murphy and Tilly; Brian Quinlan, Burns & McDonnell.

**Members of the Press:**

None

**PUBLIC COMMENT**

None

**RECESS REGULAR MEETING AND CONVENE THE ANNUAL MEETING**

A **MOTION** was made by Commissioner Sharp to recess the Regular Meeting of the DuPage Airport Authority Board of Commissioners. The motion was seconded by Commissioner Posch and passed unanimously by voice vote. The Regular meeting was recessed at 3:03 p.m. and the Annual Meeting was immediately convened. Upon roll call there was a quorum present for this portion of the meeting.

**ELECTION OF OFFICERS FOR THE 2016 FISCAL YEAR**

Commissioner Donnelly made a **MOTION** to place into nomination the following slate of officers for the DuPage Airport Authority Board of Commissioners:

Stephen L. Davis as Chairman; Juan E. Chavez as Vice Chairman; Peter H. Huizenga as Treasurer; Gina R. LaMantia as Secretary; Patrick Hoard as Assistant Treasurer and Mark Doles as Assistant Secretary.

Commissioner Donnelly's **motion was seconded** by Commissioner Ledonne. Chairman Davis asked for other nominations and there were none; nominations were closed. The Slate of Officers for 2016, as moved and seconded, was passed unanimously by roll call vote (7-0). Commissioners LaMantia and Wagner were not present for the vote.

#### **REVIEW OF COMMITTEE ASSIGNMENTS**

Chairman Davis stated that committee assignments would stay the same unless any Commissioner wished to make a change; there were no changes requested.

#### **APPROVAL OF 2016 MEETING CALENDAR**

Executive Director Bird advised that adjustments for the 2016 meeting calendar, as requested at the November Board Meeting, were made. Chairman Davis asked if there additional comments or other changes and Commissioner LaMantia requested the May 11 Board Meeting date be adjusted. All were in agreement for the May Board and Committee Meetings to be held on Wednesday, May 18, 2016.

Commissioner Ledonne made a **MOTION** to approve the 2016 Board and Committee Meeting Calendar with the recommended meeting date change for the May meeting; the Regular Board Meeting and Committee Meetings will be held on Wednesday, May 18, 2016. Commissioner Donnelly **seconded the motion** and the motion was passed unanimously by roll call vote (9-0).

#### **ADJOURNMENT OF ANNUAL MEETING**

A **MOTION** was made by Commissioner Ledonne to adjourn the Annual Board Meeting; the **motion was seconded** by Commissioner Sharp. The motion was unanimously passed by voice vote and the Annual Board Meeting adjourned at 3:08 p.m.

The Regular Board Meeting was immediately reconvened and upon roll call a quorum was present for the remainder of the meeting.

#### **APPROVAL OF MINUTES**

Chairman Davis asked for additions or corrections to the minutes of the November 11, 2015 Regular Board Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the November 11, 2015 Regular Board Meeting and Commissioner Wagner **seconded the motion**. The motion was passed unanimously by roll call vote (9-0).

Chairman Davis asked for additions or corrections to the minutes of the December 17, 2015 Special Board Meeting and there were none. Commissioner Posch made a **MOTION** to approve the minutes of the December 17, 2015 Regular Board Meeting and Commissioner Ledonne **seconded the motion**. The motion was passed unanimously by roll call vote (9-0).

Chairman Davis asked for additions or corrections to the minutes of the November 11, 2015 Capital Development, Leasing and Customer Fees Committee Meeting and there were none. Commissioner Wagner made a **MOTION** to approve the minutes of the November 11, 2015 Capital Development, Leasing and Customer Fees Committee Meeting and Commissioner Sharp **seconded the motion**. The motion was passed unanimously by roll call vote (9-0).

Chairman Davis asked for additions or corrections to the minutes of the November 11, 2015 Finance, Budget and Audit Committee Meeting and there were none. Commissioner Huizenga made a **MOTION** to approve the minutes of the November 11, 2015 Finance, Budget and Audit Committee Meeting and Commissioner Donnelly **seconded the motion**. The motion was passed unanimously by roll call vote (9-0).

#### **DIRECTOR'S REPORT**

Executive Director Bird discussed the monthly operating statistics:

Total Gallons of fuel sold for November 2015 is increased 2.2% from November 2014. The year ending fuel sales reflect overall growth of 5.3% from 2014; Very encouraging to see 100LL growth at 3.4% through December; pleased with the overall growth that is reflected in the fuel sales.

100 LL fuel sales are increased 21% for the month of November; Jet A fuel sales increased 1%. Total operations increased 30% from November 2014 and for the year just over 7%. For December month to month sales are up in excess of 33.4% for 100LL and decreased 2.5% for Jet A. Discussion continued briefly.

Executive Director Bird reviewed the Capital Improvement Projects for 2016:

- New transient hangar construction will begin with anticipated completion by the end of November.
- Phase I construction will begin for the perimeter roads.
- Completion of the hardening of the fuel farm and construction of the concrete wall with the next phase of the project to construct a new eight foot fence. Phase II will complete the remaining perimeter of the airfield.
- A significant amount of habitat control has been accomplished during the last year and the addition of the fence will enhance our control of nuisance wildlife on the airfield.
- Project for landside signage. Consistency is an important factor for placing signage in various locations around the airport.
- Overlay of Airport entrance roadway which will improve the aesthetics to the front of the airport.

Commissioner LaMantia asked that staff provide an updated review of the overall Capital Improvement Program, reflecting federal and state participation and upcoming projects needed for coming years and budgeting. Discussion followed and Executive Director Bird advised this presentation would be ready for the March Board Meeting.

#### **REVIEW OF FINANCIAL STATEMENTS**

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

Mr. Hoard stated that at the November Board Meeting Commissioner LaMantia requested a report be included with the financial statements reflecting the sale of the bigger Surplus Personal Property items sold in 2015. This report was included and Dan Barna explained that the Airport Authority routinely maintains the equipment in good working order and was able to

secure a fairly good price for this well maintained surplus property when sold utilizing *eBay*. Commissioner LaMantia commended staff for utilizing this process.

## **REPORT OF COMMITTEES**

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

Commissioner LaMantia advised the Policy Committee had not met and there was no report.

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

Commissioner Huizenga reported the Finance Committee discussed the 2016 budget and Patrick Hoard reviewed the year-end financial statements. He advised the resolutions and ordinances that appear on the Board Meeting agenda were discussed and favorably recommended by the Committee for Board approval.

### **Golf Committee:**

Commissioner Donnelly stated that the Golf Committee did not meet prior to this Board Meeting and there was no report.

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

Commissioner Chavez served as Acting Chair in Commissioner Wagner's absence. He reported that the items appearing on the Agenda were reviewed and discussed by the Committee and favorably recommended for Board approval.

### **DuPage Business Center:**

Ed Harrington of CenterPoint Properties Trust was not present for the meeting. Executive Director Bird advised that Mr. Harrington shared with him that CenterPoint is focusing their work on the expansion of DS Containers. Discussion followed.

## **OLD BUSINESS**

None

## **NEW BUSINESS**

### **Proposed Ordinance 2016-290; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2016 and Ending December 31, 2016.**

Executive Director Bird read into the record Proposed Ordinance 2016-290 and advised this was considered by the Finance Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2016-290; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2016 and Ending December 31, 2016. The **motion was seconded** by Commissioner Donnelly and was unanimously passed unanimously by roll call vote (9-0).

**Proposed Ordinance 2016-291; An Ordinance of the DuPage Airport Authority Promulgating Regulations Under the Freedom of Information Act.**

Executive Director Bird read into the record Proposed Ordinance 2016-291 and advised this was considered by the Finance Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Ordinance 2016-291; An Ordinance of the DuPage Airport Authority Promulgating Regulations Under the Freedom of Information Act. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (9-0).

**Proposed Ordinance 2016-292; Ordinance Providing for the Acquisition through Negotiation or Condemnation of a Certain Property Commonly Known as the Pheasant Run Property for Airport Purposes by the DuPage Airport Authority – Approximately 140.25 Acres Located at the Southeast Corner of Route 64 and Kautz Road in St. Charles, Illinois.**

*Ordinance authorizes the acquisition of a 140.25 acre parcel by either negotiation or the use of the Authority's eminent domain authority.*

Chairman Davis asked that this item be moved to the Other Business portion of the agenda after discussion in Executive Session.

**Proposed Resolution 2016-1990; Approving the Use of Outside Attorneys for the Fiscal Year 2016.**

*Approves utilizing the firms of Schirott, Luetkehans and Garner and Sheppard Mullin to provide legal services for the 2016 fiscal year.*

Executive Director Bird read into the record Proposed Resolution 2016-1990 and advised this was considered by the Finance Committee and unanimously recommended for Board approval. Commissioner Ledonne stated he is very pleased and impressed with the work of Attorney Luetkehans and the firm of Schirott, Luetkehans and Garner and all agreed.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2016-1990; Approving the Use of Outside Attorneys for the Fiscal Year 2016. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2016-1991; Authorizing the Execution of a Professional Services Agreement with Serafin & Associates Inc. for Marketing and Communication Services.**

*Approves an Agreement for providing marketing and communications support for the Flight Center, DuPage Business Center and Prairie Landing Golf club at a total not-to-exceed cost of \$42,500.*

Executive Director Bird read into the record Proposed Resolution 2016-1991 and advised this was considered by the Finance Committee and unanimously recommended for Board approval. Commissioner Sharp stated he felt the services provided by Serafin are very valuable for the Airport Authority. There was no further discussion.

A **MOTION** was made by Commissioner Wagner to approve Proposed Resolution 2016-1991; Authorizing the Execution of a Professional Services Agreement with Serafin & Associates Inc.



for Marketing and Communication Services. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2016-1992; Authorizing the Procurement of One (1) 4 X 4 Pickup Truck with Plow from the State of Illinois Joint Purchasing Contract.**

*Approves the procurement of one (1) Ford F-250 pickup truck with plow from Morrow Brothers Ford under the State of Illinois Joint Purchasing contract for a total cost of \$33,764.*

Executive Director Bird read into the record Proposed Resolution 2016-1992 and advised this was considered by the Finance Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2016-1992; Authorizing the Procurement of One (1) 4 X 4 Pickup Truck with Plow from the State of Illinois Joint Purchasing Contract. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2016-1993; Award of Contract to Design Carpets & More for Air Traffic Control Tower Carpet Replacement.**

*Approves a project to remove and replace carpeting in the Air Traffic Control Tower Base Building. Total authorized construction cost of \$26,916.16, which includes a 10% owner's contingency.*

Executive Director Bird read into the record Proposed Resolution 2016-1993 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner Donnelly to approve Proposed Resolution 2016-1993; Award of Contract to Design Carpets & More for Air Traffic Control Tower Carpet Replacement. The **motion was seconded** by Commissioner Chavez and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2016-1994; Authorizing the Execution of a Cash Farm Lease with Dale Pitstick for 216 Acres.**

*Authorizes the execution of a three (3) year Cash Farm Lease with Dale Pitstick for 216 acres for \$167.50 per acre, \$36,180 paid annually in March 2016, 2017 and 2018.*

Executive Director Bird read into the record Proposed Resolution 2016-1994 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2016-1994; Authorizing the Execution of a Cash Farm Lease with Dale Pitstick for 216 Acres. The **motion was seconded** by Commissioner Donnelly and was unanimously passed by roll call vote (9-0).

Commissioner Ledonne made a **Motion to Combine Proposed Resolutions 2016-1995, 2016-2004 and 2016-1996**. These three resolutions are all related to the same topic as discussed by the Capital Development Committee and recommended for Board approval. The **motion to combine** these resolutions **was seconded** by Commissioner Sharp and was passed unanimously by voice vote.

Executive Director Bird read into the record the following Proposed Resolutions:

**Proposed Resolution 2016-1995; Authorizing the Execution of a Retainer Agreement with Burns & McDonnell for Engineering Services for the Projects: Construct West Perimeter Roadway and Construct North Perimeter Roadway.**

*Approves retaining the firm of Burns & McDonnell to provide engineering services for the projects to: Construct a West Perimeter Roadway and construct a North perimeter Roadway under the IDOT Division of Aeronautics Transportation Improvement Program.*

**Proposed Resolution 2016-2004; Authorizing the Execution of a Design Phase Task Order with Burns & McDonnell for the Project: Construct West Perimeter Roadway.**

*Authorizes a task order to design a west airside perimeter roadway to serve Airport vehicles and fuel trucks. Task order not-to-exceed \$119,057.95 paid by Federal, State and Local funds under the IDOT Division of Aeronautics Transportation Improvement Program.*

**Proposed Resolution 2016-1996; Authorizing the Execution of a Cable Relocation Reimbursable Agreement Between the Federal Aviation Administration and the DuPage Airport Authority.**

*Authorizes an Agreement to Reimburse the Federal Aviation Administration ("FAA") for engineering services related to the relocation of FAA facilities impacted by construction of the West and North Perimeter Roadways. Estimated cost not-to-exceed \$100,000.*

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2016-1995; Proposed Resolution 2016-2004 and Proposed Resolution 2016-1996. The **motion was seconded** by Commissioner Sharp and was passed by roll call vote (9-0).

**Proposed Resolution 2016-1997; Authorizing the Execution of Design Phase Task Order No. 45 with CH2M for the Project: Landside Signage Plan.**

*Authorizes a task order to design a standardized landside signage plan for the Airport. The signage plan will address roadway entrances and intersection wayfinding points. Task order not-to-exceed \$31,540.*

Executive Director Bird read into the record Proposed Resolution 2016-1997 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2016-1997; Authorizing the Execution of Design Phase Task Order No. 45 with CH2M for the Project: Landside Signage Plan. The **motion was seconded** by Commissioner Sharp and was passed unanimously by roll call vote (9-0).

**Proposed Resolution 2016-1998; Authorizing the Execution of Task Order No. 44 with CH2M for the Project: Runway Obstruction Identification – Photogrammetric Study.**

*Authorizes a task order to conduct a photogrammetric aeronautical survey of approximately 350 acres to identify the locations and elevations of structures and vegetation which penetrate vertically guided runway surfaces. Task Order not-to-exceed \$27,500.*

Executive Director Bird read into the record Proposed Resolution 2016-1998 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner Wagner to approve Proposed Resolution 2016-1998; Authorizing the Execution of Task Order No. 44 with CH2M for the Project: Runway Obstruction Identification – Photogrammetric Study. The **motion was seconded** by Commissioner Sharp and was passed unanimously by roll call vote (9-0).

**Proposed Resolution 2016-1999; Authorizing the Execution of Construction Phase Task Order No. 40 with CH2M for the Project: Design-Build Clear Span Aircraft Hangar.**

*Authorizes a task order to provide field observation and documentation of construction activities during the construction of the clear Span Aircraft Hangar Project. Task order not-to-exceed \$224,500.*

Executive Director Bird read into the record Proposed Resolution 2016-1999 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner Chavez to approve Proposed Resolution 2016-1999; Authorizing the Execution of Construction Phase Task Order No. 40 with CH2M for the Project: Design-Build Clear Span Aircraft Hangar. The **motion was seconded** by Commissioner Posch and was passed unanimously by roll call vote (9-0).

**Proposed Resolution 2016-2000; Approving Vacant Land Purchase Agreement with CenterPoint Properties Trust for 10.51 Acres at 2500 Enterprise Circle (Project Steel).**

*Approves the contract to sell 10.51 acres to CenterPoint Properties Trust for \$1,350,699.00 for the expansion of the DS Container Project located at 2500 Enterprise Circle, pursuant to option included in Vacant Land Purchase Agreement dated February 23, 2015.*

Executive Director Bird read into the record Proposed Resolution 2016-2000 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2016-2000; Approving Vacant Land Purchase Agreement with CenterPoint Properties Trust for 10.51 Acres at 2500 Enterprise Circle (Project Steel). The **motion was seconded** by Commissioner Sharp and was passed unanimously by roll call vote (9-0).

**Proposed Resolution 2016-2003; Authorizing the Re-Naming of the DuPage Airport Authority Flight Center Building to the Daniel L. Goodwin Flight Center Building.**

*Re-names the Flight Center Building to the Daniel L. Goodwin Flight Center Building and authorizes the Executive Director to take the necessary steps to effectuate the name change.*

Executive Director Bird read into the record Proposed Resolution 2016-2003. Executive Director Bird also read a letter from Lee Daniels requesting the Boards approval of this Resolution authorizing the renaming of the DuPage Airport Authority Flight Center Building to the *Daniel L. Goodwin Flight Center Building*. That letter is attached and made part of the official meeting record. (Exhibit A)

Chairman Davis stated he very much favors passage of this resolution and feels strongly that renaming the Flight Center Building in honor of Former Chairman Dan Goodwin is well deserved for his many years of leadership and dedicated service to the DuPage Airport Authority as well as his many great accomplishments. He continued that he felt it necessary to abstain from voting on this Resolution and explained his reasons for abstaining. Discussion followed.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2015-2003; Authorizing the Re-Naming of the DuPage Airport Authority Flight Center Building to the *Daniel L. Goodwin Flight Center Building*. The **motion was seconded** by Commissioner Sharp and was passed by roll call vote (8-0). Chairman Davis abstained from voting.

**RECESS TO EXECUTIVE SESSION**

A **MOTION** was made by Commissioner LaMantia to 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; the setting of a price for sale or lease of property owned by the DuPage Airport Authority; and the discussion and semiannual review of lawfully closed executive session minutes. The **motion was seconded** by Commissioner Ledonne and was passed unanimously by roll call vote (9-0). The meeting was recessed to Executive Session at 3:52 p. m. and was reconvened at 4:35 p.m. Upon roll call, a quorum was present for the remainder of the Regular Board Meeting.

**OTHER BUSINESS**

**Proposed Resolution 2016-2001; Disclosure of Executive Session Minutes.**

Executive Director Bird read into the record Proposed Resolution 2016-2001. There was no further discussion.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2016-2001; Disclosure of Executive Session Minutes. The **motion was seconded** by Commissioner Sharp and was passed by roll call vote (9-0).

**Proposed Resolution 2016-2002; A Resolution Authorizing the Destruction of Certain Verbatim Recordings of Closed Sessions.**

Executive Director Bird read into the record Proposed Resolution 2016-2002. There was no further discussion.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2016-2002; A Resolution Authorizing the Destruction of Certain Verbatim Recordings of Closed Sessions. The **motion was seconded** by Commissioner Posch and was passed by roll call vote (9-0).

**Proposed Ordinance 2016-292; Ordinance Providing for the Acquisition Through Negotiation of Condemnation of Certain Property Commonly Known as the Pheasant Run Property for Airport Purposes by the DuPage Airport Authority – Approximately 140.25 Acres Located at the Southeast Corner of Route 64 and Kautz Road in St. Charles, Illinois.**

*Ordinance authorizes the acquisition of a 140.25 acre parcel by either negotiation or the use of the Authority's eminent domain authority.*

Executive Director Bird read into the record Proposed Ordinance 2016-292. There was no further discussion.

A **MOTION** was made by Commissioner Wagner to approve Proposed Ordinance 2016-292; Ordinance Providing for the Acquisition Through Negotiation of Condemnation of Certain Property Commonly Known as the Pheasant Run Property for Airport Purposes by the DuPage Airport Authority – Approximately 140.25 Acres Located at the Southeast Corner of Route 64 and Kautz Road in St. Charles, Illinois. The **motion was seconded** by Commissioner Chavez and was unanimously passed by roll call vote (9-0).

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 Posch and was passed unanimously by voice vote; the meeting was adjourned at 4:41 p.m.

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**Stephen L. Davis**  
Chairman

(ATTEST)

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**Gina R. LaMantia**  
Secretary

January 13, 2016

DuPage Airport Authority Commission  
2700 International Drive  
West Chicago, IL 60185



Dear DuPage Airport Authority Commissioners,

I respectfully request your approval of the resolution authorizing the re-naming of the DuPage Airport Authority Flight Center Building to the Daniel L. Goodwin Flight Center Building. No one is more deserving of this honor. Mr. Goodwin has not only been an exceptional leader of this Authority, he is known far outside the County's borders for his business acumen and philanthropic endeavors.

As chairman of the DuPage Airport Authority for a decade, Daniel Goodwin applied sound and ethical business principles to transform the Authority into a glowing example of how the public sector should operate on behalf of its customers – the very taxpayers that it serves.

Until 2003, the Authority was losing \$2 million a year and carrying a \$23 million debt load; the airport now produces an annual profit and is debt free. And during a time when government agencies were scrambling amid the Great Recession to shore up their budgets by increasing taxes, the DuPage Airport Authority was abating its tax levy each year. In addition, Chairman Goodwin took control of the underperforming business park and reorganized it, saving \$500,000 a year.

A recent independent study concluded that the Authority operations generated positive economic impacts totaling \$117 million annually, making the Airport an important revenue generator in DuPage County. The study echoed the sentiments of U.S. Transportation Secretary Ray LaHood, who celebrated the Airport as an "economic engine" and "model for the nation" during a 2011 visit.

A businessman by trade, Chairman Goodwin is the founder of Oak Brook-based The Inland Group of Real Estate Companies, Inc., which is comprised of real estate investment and financial companies and manages assets worth \$14 billion. He has demonstrated a lifelong ability to not only grow companies, but help those around him grow as well.

After growing up in Chicago's North Avondale neighborhood, Chairman Goodwin became an eighth-grade science teacher at a West Side public school. There he discovered the challenges underserved communities face, particularly when it comes to education and affordable housing. Since then, he has donated to a multitude of causes, organizations and higher education institutions designed to help those in need to get ahead.

Chairman Goodwin's greatest accomplishment was his ability to restore public trust in a damaged public entity during a time when confidence in government was in such short supply. It's only fitting that this flight center be renamed in his honor.

Sincerely,

Lee Daniels

**EXHIBIT A**

**DuPAGE AIRPORT AUTHORITY  
FINANCE, BUDGET AND AUDIT COMMITTEE  
WEDNESDAY, JANUARY 13, 2016**

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, January 13, 2016. Committee Chairman Huizenga called the meeting to order at 1:15 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; Pamela Miller, Executive Assistant and Board Liaison.

***Others:***

None

**OLD BUSINESS**

None

**NEW BUSINESS**

**REVIEW OF FINANCIAL STATEMENTS**

Patrick Hoard proceeded to review the December 2015 Year End Financial Statements.

Mr. Hoard related that this provides a first view of the final 2015 activities and staff is preparing for the annual audit process. He added that the Audit report will be completed by late April and presented to Commissioners for review prior to May meeting; an official presentation will be done at the May 18 Board Meeting.

*Operating Revenues:*

*Airport Operations* revenues decreased 5%; *Flight Center Fuel Operations* decreased 9% from the budgeted amount; *Prairie Landing Golf Club* revenues are on budget.

*Total Operating Revenues* are down 7%; actual versus budget.

*Operating Expenses:*

*Total Operating Expenses* decreased 16%; actual versus budget. Each of the Airport businesses are down.

*Net Profit from Operations:* The amount budgeted for this time period was \$256,378 through the end of December; Year-to-Date actual net profit from operations is \$1,954,843. This has been driven by margins in Flight Center Fuel Operations.

Total Non-Operating Revenues: Remains the same as reported in the last financial statements.

Total Non-Operating Expenses: Decreased 13% actual versus budget for the end of December.

Net Profit Excluding Depreciation: Actual Year-to-Date just over \$9.7 million versus the budgeted year-to-date amount of \$5,843,378.

Capital Development Program: The decrease in the Capital Development Program reflected are a result of the transient hangar construction project being deferred to 2016 and also the project to secure Avigation Easements which has been included year after year is still delayed due to the need for passage of legislation at the State level. He related that there are easements located in Kane County and to secure these easements without passage of the needed legislation could impact the makeup of the Airport Authority Board. Discussion continued.

Cash Ending Balance Ending: Year-to Date the amount budgeted at year end was \$4,000,209; Actual Year-to-Date Cash Balance through December is \$22,100,505.

Discussion followed.

**PROPOSED ORDINANCE 2016-290; ADOPTING BUDGET AND APPROPRIATIONS ORDINANCE FOR THE DUPAGE AIRPORT AUTHORITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016.**

Mr. Hoard advised this Ordinance will approve and adopt the final 2016 Budget and Appropriations. He related that the Tentative Budget was passed at the November 11, 2015 Board Meeting and this Tentative Budget was submitted to DuPage County Board Chairman Cronin for review; there were no comments or questions received from County Board Chairman Cronin or his staff. Mr. Hoard advised that a Public Hearing was held on January 11, 2016 to provide an opportunity for public comments or questions and there were no members of the public in attendance. The Airport Authority has now met all of the statutory requirements relating to passage of the 2016 Budget and Board approval is requested.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Ordinance 2016-290; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2016 and Ending December 31, 2016. The **motion was seconded** by Commissioner Sharp and was passed unanimously by roll call vote (5-0).

**PROPOSED ORDINANCE 2016-291; AN ORDINANCE OF THE DUPAGE AIRPORT AUTHORITY PROMULGATING REGULATIONS UNDER THE FREEDOM OF INFORMATION ACT.**

Executive Director Bird advised passage each year of this Ordinance is required by Statute to update information relating to the availability and distribution of public records and procedures for obtaining these records in compliance with the Freedom of Information Act. Discussion followed.

A **MOTION** was made by Commissioner Donnelly to recommend Board approval of Proposed Ordinance 2016-291; An Ordinance of the DuPage Airport Authority Promulgating Regulations



Under the Freedom of Information Act. The **motion was seconded** by Commissioner Sharp and was passed unanimously by roll call vote (5-0).

**PROPOSED RESOLUTION 2016-1990; APPROVING THE USE OF OUTSIDE ATTORNEYS FOR THE YEAR 2016.**

*Approves utilizing the firms of Schirott, Luetkehans and Garner and SheppardMullin to provide legal services for the 2016 fiscal year.*

Executive Director Bird advised that the Airport Authority is again looking to retain the firm of Schirott, Luetkehans and Garner as General Counsel. Schirott, Luetkehans and Garner have proposed an increase of \$10 per hour for the managing partners and \$5 per hour for the Associates and the Airport Authority is agreeable with this rate increase. Executive Director Bird continued that the firm of SheppardMullin will be retained for Human Resources and personnel matters and this firm has decreased the rate by \$5 per hour. Staff recommends Board approval and discussion followed.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2016-1990; Approving the Use of Outside Attorneys for the Year 2016. The **motion was seconded** by Commissioner Posch and was passed unanimously by roll call vote (5-0).

**PROPOSED RESOLUTION 2016-1991; Authorizing the Execution of a Professional Services Agreement with Serafin & Associates Inc. for Marketing and Communication Services.**

*Approves an Agreement for providing marketing and communications support for the Flight Center, DuPage Business Center and Prairie Landing Golf Club at a total not-to-exceed cost of \$42,500.*

Executive Director Bird stated that Serafin & Associates provides very valuable services for the Airport Authority for marketing and communication services. He continued this will be the final year of the contract with Serafin and a Request for Proposals (RFP) will go out in the summer to begin the process for 2017. Discussion followed and staff recommended Board approval.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2016-1991; Authorizing the Execution of a Professional Services Agreement with Serafin & Associates Inc. for Marketing and Communication Services. The **motion was seconded** by Commissioner Donnelly and was passed unanimously by roll call vote (5-0).

**PROPOSED RESOLUTION 2016-1992; Authorizing the Procurement of One (1) 4 X 4 Pickup Truck from the State of Illinois Joint Purchasing Contract.**

*Approves the procurement of one (1) Ford F-250 pickup truck with plow from Morrow Brothers Ford under the State of Illinois Joint Purchasing contract for a total cost of \$33,764.*

Dan Barna advised this Resolution will authorize the purchase of one 4 X 4 pickup truck under the State of Illinois Joint Purchasing Contract. This has proven to be an efficient method of procuring vehicles and discussion followed briefly on this process.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2016-1992; Authorizing the Procurement of One (1) 4 X 4 Pickup Truck from the State of Illinois Joint Purchasing contract. The **motion was seconded** by Commissioner Posch and was passed unanimously by roll call vote (5-0).

**OTHER BUSINESS**

None

A **MOTION** was made by Commissioner Ledonne to adjourn the Finance, Budget and Audit Committee; the **motion was seconded** by Commissioner Posch and was passed unanimously by voice vote. The meeting adjourned at 1:51 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, JANUARY 13, 2016**

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, January 13, 2016. Committee Chairman Wagner was absent from this meeting and Commissioner Chavez served as Acting Chair. Commissioner Chavez called the meeting to order at 2:02 p.m. A quorum was present for this meeting.

**Commissioners Present:** Chavez, Ledonne, Posch, Sharp

**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; Dan Barna, Procurement Manager; Pamela Miller, Executive Assistant and Board Liaison.

**Others:** Phil Luetkehans, Schirott, Luetkehans and Garner; Michael Vonic, CH2M; Brian Quinlan, Burns & McDonnell; Nate Granger, RS & H; Dan Pape, Crawford, Murphy and Tilly.

**Press:** None

**CAPITAL DEVELOPMENT**

**NEW BUSINESS**

**Proposed Ordinance 2016-292; Ordinance Providing for the Acquisition Through Negotiation or Condemnation a Certain Property Commonly Known as the Pheasant Run Property for Airport Purposes by the DuPage Airport Authority – Approximately 140.25 Acres Located at the Southeast Corner of Route 64 and Kautz Road in St. Charles, Illinois.**

*Ordinance authorizes the acquisition of a 140.25 acre parcel by either negotiation or the use of the Authority's eminent domain authority.*

Executive Director Bird advised this proposed Ordinance will be discussed in further detail during the Board Meeting Executive Session. Attorney Luetkehans stated that passage of this Ordinance will only allow the Airport Authority to exercise its right of eminent domain powers and with Board approval suit will be filed immediately in DuPage County Circuit Court.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval for Proposed Resolution 2016-292; Ordinance Providing for the Acquisition Through Negotiation or Condemnation a Certain Property Commonly Known as the Pheasant Run Property for Airport Purposes by the DuPage Airport Authority – Approximately 140.25 Acres Located at the Southeast Corner of Route 64 and Kautz Road in St. Charles, Illinois. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2016-1993; Award of Contract to Design Carpets & More for Air Traffic Control Tower Carpet Replacement.**

*Approves a project to remove and replace carpeting in the Air Traffic Control Tower Base Building. Total authorized construction cost of \$26,916.16, which includes a 10% owner's contingency.*

Dan Barna explained that the Airport Authority has a lease agreement with the FAA for Air Traffic Control Tower facilities and is responsible for maintaining these facilities. He continued that it has become necessary to replace the carpeting in the base building offices. Mr. Barna advised that eight (8) bids were received for this project and Design Carpets & More was determined to be the low, responsive and responsible bidder. Staff recommended approval and discussion followed.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval for Proposed Resolution 2016-1993; Award of Contract to Design Carpets & More for Air Traffic Control Tower Carpet Replacement. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2015-1994; Authorizing the Execution of a Cash Farm Lease with Dale Pitstick for 216 Acres.**

*Authorizes the execution of a three (3) year Cash Farm Lease with Dale Pitstick for 216 acres for \$165.50 per acre, \$36,180 paid annually in March 2016, 2017 and 2018.*

The Airport Authority is currently under a three-year cash farm lease for acreage within the DuPage Business Park. He continued this Resolution will authorize execution of another three-year Cash Farm Lease for approximately 216 acres located North of Prairie Landing Golf Club. Mr. Barna explained that initially only one sealed bid was received and bids were solicited a second time with two (2) bids received. He added that upon evaluation it was determined that Dale Pitstick submitted the higher per acre offer. Mr. Pitstick was contracted with the Airport Authority for the previous three-year Cash Farm Lease which expired December 31, 2015, and has maintained a good working relationship with the Airport Authority. Discussion followed and staff recommended approval.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval for Proposed Resolution 2016-1994; Authorizing the Execution of a Cash Farm Lease with Dale Pitstick for 216 Acres. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2016-1995; Authorizing the Execution of a Retainer Agreement with Burns & McDonnell for Engineering Services for the Projects: Construct West Perimeter Roadway and Construct North Perimeter Roadway.**

*Approves retaining the firm of Burns & McDonnell to provide engineering services for the projects to: Construct a West Perimeter Roadway and Construct a North Perimeter Roadway under the IDOT Division of Aeronautics Transportation Improvement Program.*

Mr. Barna stated the next three resolutions are all related to the project to construct the West and North Perimeter Roadways. This Resolution authorizes a retainer agreement with Burns & McDonnell for Engineering Services consultant selection. He continued that these two projects have been part of the IDOT-IDA Transportation Improvement Program since 2006; both projects are eligible to receive Federal/State funding. The Airport Authority is responsible for selecting an Engineering firm for design and construction oversight for the West and North perimeter roadways. He continued to explain that six (6) firms submitted Request for Quotations and three (3) firms were shortlisted. An Evaluation Panel was established and upon review Burns & McDonnell were selected; the State of Illinois DOT-IDA concurs with this recommendation. Discussion followed.

A **MOTION** was made by Commissioner Sharp to recommend Board approval for Proposed Resolution 2016-1995; Authorizing the Execution of a Retainer Agreement with Burns & McDonnell for Engineering Services for the Projects: Construct West Perimeter Roadway and

Construct North Perimeter Roadway. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2016-2004; Authorizing the Execution of a Design Phase Task Order with Burns & McDonnell for the Project: Construct West Perimeter Roadway.**

*Authorizes a task order to design a west airside perimeter roadway to serve Airport vehicles and fuel trucks. Task order not-to-exceed \$119,057.95 paid by Federal, State and Local funds under the IDOT Division of Aeronautics Transportation Improvement Program.*

Mr. Barna explained this Resolution authorizes a Task Order with Burns & McDonnell for the Design Phase of the project to construct the west perimeter roadway where airport vehicles and fuel trucks travel. He continued this project was identified by the FAA Runway Safety Action Team as a high priority project to minimize runway crossings by airport vehicles. The Airport Authority selected Burns and McDonnell to provide design and construction oversight for this project which is scheduled for the State's June letting; anticipated completion for the project is November 2016. Mr. Barna reviewed the scope and funding schedule for the Task Order with Burns & McDonnell. Discussion followed.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval for Proposed Resolution 2016-2004; Authorizing the Execution of a Design Phase Task Order with Burns & McDonnell for the Project: Construct West Perimeter Roadway. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2015-1996; Authorizing the Execution of a Cable Relocation Reimbursable Agreement Between the Federal Aviation Administration and the DuPage Airport Authority.**

*Authorizes an Agreement to reimburse the Federal Aviation Administration ("FAA") for engineering services related to the relocation of FAA facilities impacted by the construction of the West and North Perimeter Roadways. Estimated cost not-to-exceed \$100,000.*

Mr. Barna stated that construction of the perimeter roadways will impact the FAA facilities power and control cabling. He continued this resolution will authorize a reimbursable agreement with the FAA. The Airport Authority will provide \$100,000 up front to the FAA to perform the necessary relocation work and keep with the State's letting schedule. Discussion continued regarding the scope of this project and the terms of this reimbursable agreement with the FAA. Staff recommended Board approval.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval for Proposed Resolution 2016-1996; Authorizing the Execution of a Cable Relocation Reimbursable Agreement between the Federal Aviation Administration and the DuPage Airport Authority. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2016-1997; Authorizing the Execution of Design Phase Task Order No. 45 with CH2M for the Project: Landside Signage Plan.**

*Authorizes a task order to design a standardized landside signage plan for the Airport. The signage plan will address roadway entrances and intersection wayfinding points. Task Order not-to-exceed \$31,540.*

Executive Director Bird explained that the Airport's landside areas currently lack consistency with signage; in size, locations, color schemes, font and proper wayfinding. CH2M has submitted a Task Order for developing the plan to address these issues; this will authorize the Design Phase only for this project. Discussion followed and staff recommended Board approval.

A **MOTION** was made by Commissioner Posch to recommend Board approval for Proposed Resolution 2016-1997; Authorizing the Execution of Design Phase Task Order No. 45 with CH2M for the Project: Landside Signage Plan. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2016-1998; Authorizing the Execution of Task Order No. 44 with CH2M for the Project: Runway Obstruction Identification – Photogrammetric Study.**

*Authorizes a task order to conduct a photogrammetric aeronautical survey of approximately 350 acres to identify the locations and elevations of structures and vegetation which penetrate vertically guided runway surfaces. Task Order not-to-exceed \$27,500.*

Dan Barna explained that the State of Illinois, while conducting the annual 5010 Inspections, noted there were trees near Runway 15 penetrating the approach surface that would need trimming or removal. He added that near Runway 20L and Runway 33 there were also noted trees that would eventually cause the same issues. The process was initiated by CH2M to conduct a photogrammetric survey to identify potential runway obstructions. Mr. Barna continued to review the scope of this Task Order with CH2M and the associated costs. Discussion followed. Staff recommended Board approval.

A **MOTION** was made by Commissioner Posch to recommend Board approval for Proposed Resolution 2016-1998; Authorizing the Execution of Task Order No. 44 with CH2M for the Project: Runway Obstruction Identification – Photogrammetric Study. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2016-1999; Authorizing the Execution of Construction Phase Task Order No. 40 with CH2M for the Project: Design-Build Clear Span Aircraft Hangar.**

*Authorizes a task order to provide field observation and documentation of construction activities during the construction of the Clear Span Aircraft Hangar Project. Task order not-to-exceed \$224,500.*

Mark Doles reviewed the process for hangar construction stating CH2M had initially provided bridging documents and the bridging documents were revised and rebid to bring costs in line with the budgeted amount for completing this project. Approval of this Resolution will allow for construction phase support. He continued that due to the magnitude of this project, the Airport Authority needs assistance with the independent oversight of construction from the infrastructure side. CH2M has submitted a Task Order to provide this onsite support. Mr. Doles discussed the type of assistance and support to be provided by CH2M. He added that based upon previous Independent Fee Analysis and the review of the submitted fee by CH2M the fee was determined to be fair and reasonable. Discussion followed.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval for Proposed Resolution 2016-1999; Authorizing the Execution of Construction Phase Task Order No. 40 with CH2M for the Project. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (4-0).

**Proposed Resolution 2016-2000; Approving Vacant Land Purchase Agreement with CenterPoint Properties Trust for 10.51 Acres at 2500 Enterprise Circle (Project Steel).**

*Approves the Contract to sell 10.51 acres to CenterPoint Properties Trust for \$1,350,699.00 for the expansion of the DS Container Project located at 2500 Enterprise circle, pursuant to option included in Vacant Land Purchase Agreement dated February 23, 2015.*

Executive Director Bird explained this land purchase agreement is part of the development plan for the DS Containers facility in the DuPage Business Center, previously approved by the Board. He continued the initial development plan granted DS Containers the option to purchase the adjacent 105 acres and this resolution accomplishes that expansion. Discussion followed.

A **MOTION** was made by Commissioner Posch to recommend Board approval for Proposed Resolution 2016-1999; Authorizing the Execution of Construction Phase Task Order No. 40 with CH2M for the Project. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (4-0).

**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 2:31 p.m.

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



## MONTHLY STATISTICS

**January 2016**

	<u>Jan. '16</u>	<u>Jan. '15</u>	<u>'16 vs. '15</u>	<u>Jan. Percent Change</u>
<b>FUEL</b>				
100LL	12,577	11,708	869	7.4%
Jet A	175,439	195,121	(19,682)	-10.1%
<b>Total Gallons</b>	<b>188,016</b>	<b>206,829</b>	<b>(18,813)</b>	<b>-9.1%</b>

### OPERATIONS

Local	2,625	1,698	927	54.6%
Itinerant	3,102	2,726	376	13.8%
<b>Total Ops</b>	<b>5,727</b>	<b>4,424</b>	<b>1,303</b>	<b>29.5%</b>

### REGIONAL OPS

	<u>Jan. '16</u>	<u>Jan. '15</u>	<u>'16 vs. '15</u>	<u>Jan. Percent Change</u>
<b>Total OPS</b>				
DuPAGE	5,727	4,424	1,303	29.5%
Palwaukee	5,300	4,674	626	13.4%
Aurora	4,088	3,196	892	27.9%
Waukegan	3,096	2,641	455	17.2%
State of Illinois	136,785	131,110	5,675	4.3%
Teterboro	12,244	11,230	1,014	9.0%
Van Nuys	15,396	17,792	(2,396)	-13.5%
Centennial	24,003	21,893	2,110	9.6%

### Local OPS

DuPAGE	2,625	1,698	927	54.6%
Palwaukee	1,520	970	550	56.7%
Aurora	2,306	1,617	689	42.6%
Waukegan	1,470	1,064	406	38.2%
State of Illinois	23,354	19,509	3,845	19.7%
Teterboro	0	0	0	
Van Nuys	4,265	5,457	(1,192)	-21.8%
Centennial	10,400	10,240	160	1.6%

### Itinerant OPS

DuPAGE	3,102	2,726	376	13.8%
Palwaukee	3,780	3,704	76	2.1%
Aurora	1,782	1,579	203	12.9%
Waukegan	1,626	1,577	49	3.1%
State of Illinois	113,431	111,601	1,830	1.6%
Teterboro	12,244	11,230	1,014	9.0%
Van Nuys	11,131	12,335	(1,204)	-9.8%
Centennial	13,603	11,653	1,950	16.7%



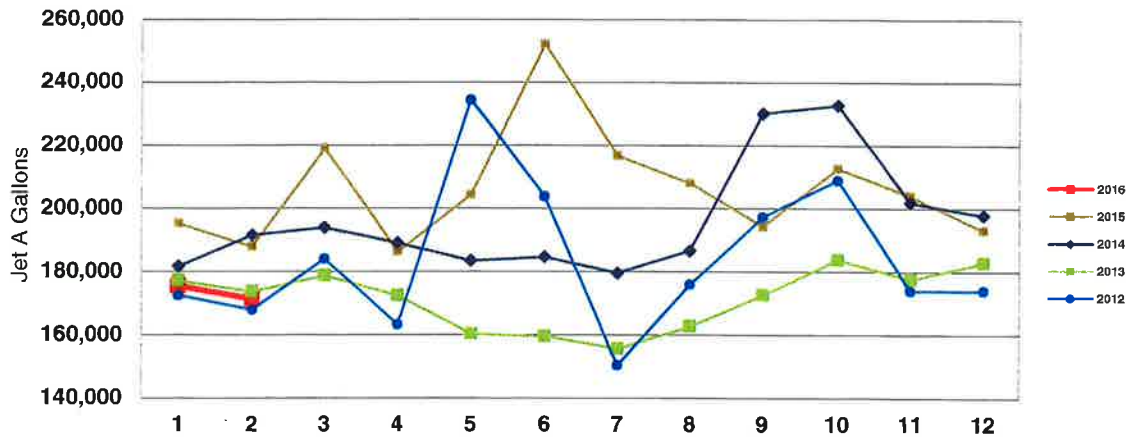


**MONTHLY STATISTICS**

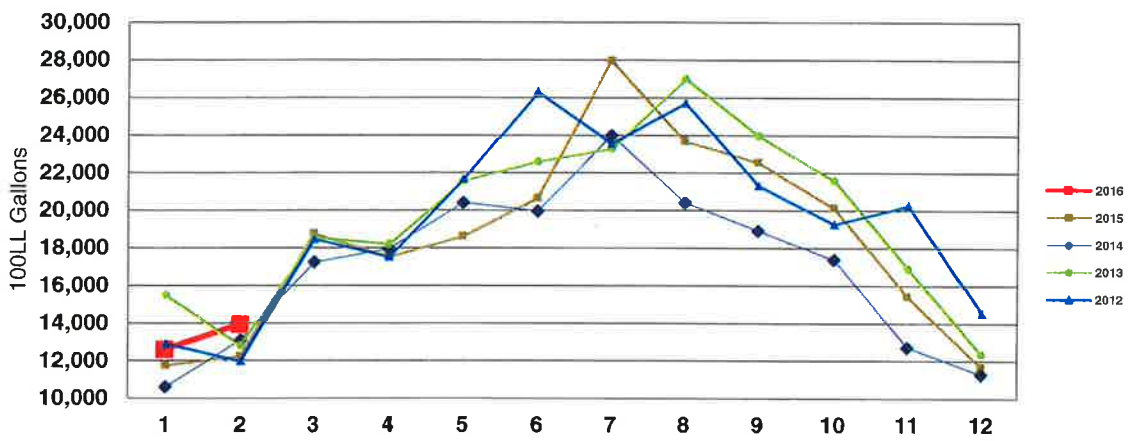
**February 2016**

	<u>Feb. '16</u>	<u>Feb. '15</u>	<u>'16 vs. '15</u>	<u>Feb. Percent Change</u>	<u>YTD 2016</u>	<u>YTD 2015</u>	<u>'16 vs. '15</u>	<u>Percent Change</u>
<b>FUEL</b>								
100LL	13,913	12,192	1,721	14.1%	26,490	23,900	2,590	10.8%
Jet A	171,338	187,735	(16,397)	-8.7%	346,777	382,856	-36,079	-9.4%
<b>Total Gallons</b>	<b>185,251</b>	<b>199,927</b>	<b>(14,676)</b>	<b>-7.3%</b>	<b>373,267</b>	<b>406,756</b>	<b>-33,489</b>	<b>-8.2%</b>

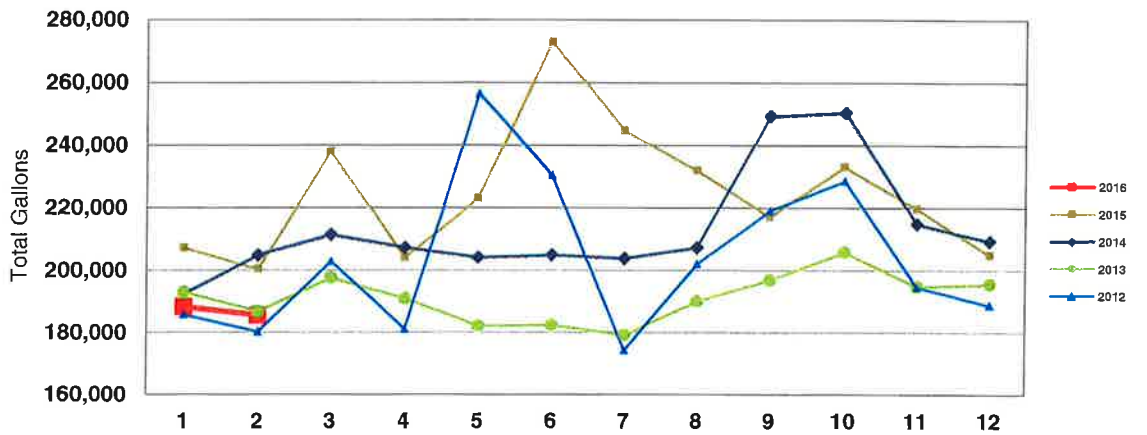
### Jet A by Month



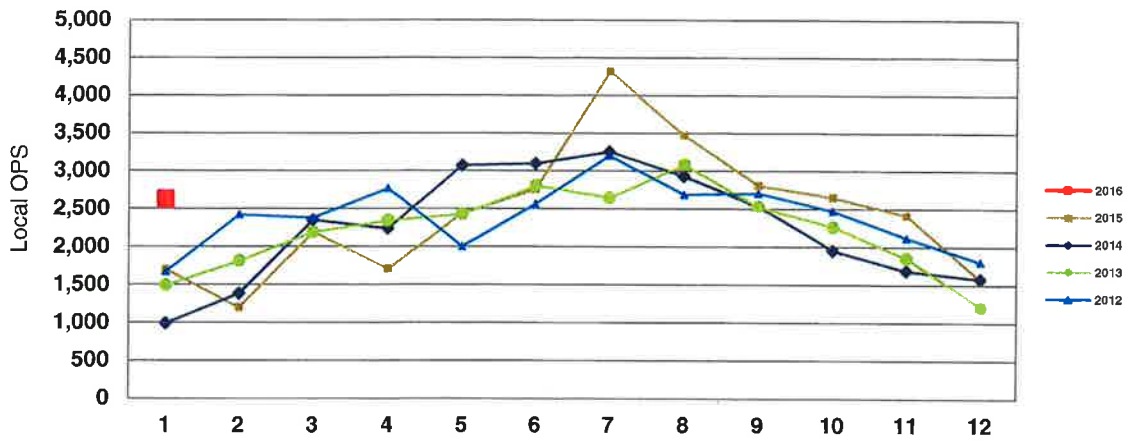
### 100LL by Month



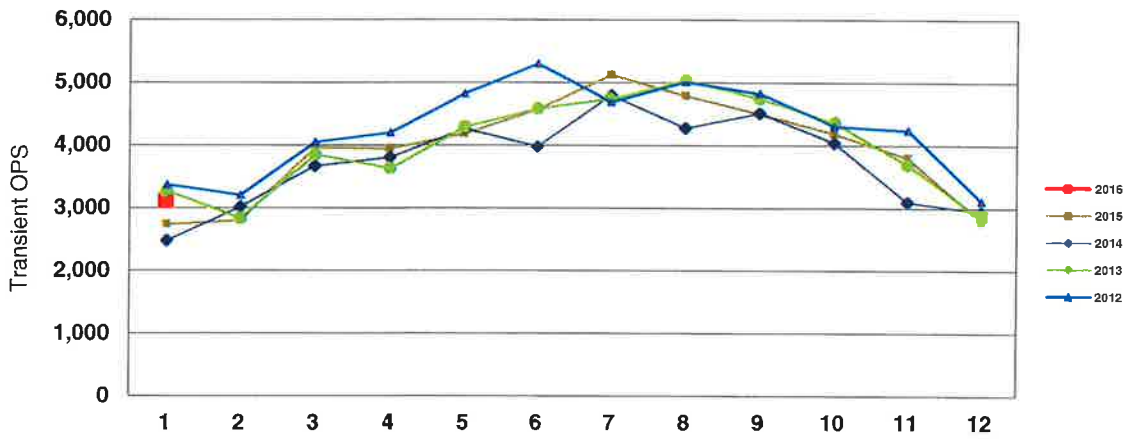
### Total Gallons by Month



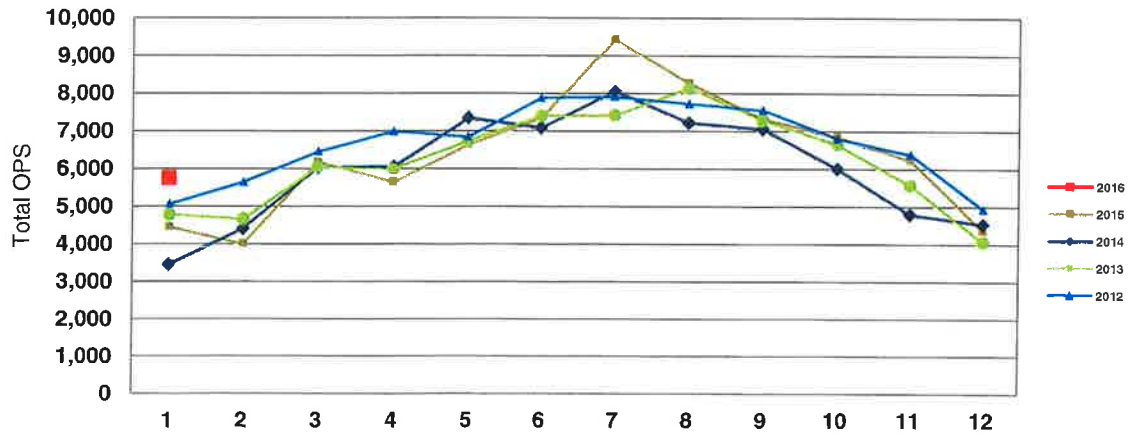
### Local OPS by Month



### Transient OPS by Month



### Total OPS by Month





# DUPAGE AIRPORT AUTHORITY

**2/29/2016**

**FINANCIALS  
PRE-AUDIT  
COMMISSIONERS**

**Board Summary**  
**DuPage Airport Authority**  
**YTD February 2016**

	YTD Budget	YTD Actual	Percent Change Actual vs Budget
Beginning Cash Balance- Unrestricted	10,534,049	10,534,049	
Beginning Cash Balance - Restricted	11,566,456	11,566,456	
	<u>22,100,505</u>	<u>22,100,505</u>	
<b><u>OPERATING REVENUES</u></b>			
Airport Operations	690,615	700,050	1%
Flight Center Fuel Operations	1,707,737	1,328,464	-22%
Prairie Landing Golf Club	107,644	101,932	-5%
<b>TOTAL OPERATING REVENUES</b>	<u>2,505,996</u>	<u>2,130,445</u>	<u>-15%</u>
<b><u>OPERATING EXPENSES</u></b>			
Airport Operations	1,119,701	1,008,861	-10%
Flight Center Fuel Operations	1,329,646	839,725	-37%
Prairie Landing Golf Club	214,668	218,374	2%
<b>TOTAL OPERATING EXPENSES</b>	<u>2,664,016</u>	<u>2,066,961</u>	<u>-22%</u>
<b>Net Profit from Operations</b>	<b>(158,020)</b>	<b>63,485</b>	<b>140%</b>
<b><u>NON-OPERATING REVENUES</u></b>			
Miscellaneous Taxes	10,000	8,173	-18%
Property Taxes/Abatements	833	134	-84%
Federal & State Grants	0	0	0%
Investment Income	4,167	25,732	518%
Unrealized Gain/Loss from Investments	0	112,528	0%
Gain/(Loss) on Sale of Fixed Assets	5,000	0	-100%
<b>TOTAL NON-OPERATING REVENUES</b>	<u>20,000</u>	<u>146,567</u>	<u>633%</u>
<b><u>NON-OPERATING EXPENSES</u></b>			
Property Tax (DAA)	36,667	36,320	-1%
Property Tax (PLGC)	49,000	49,000	0%
<b>TOTAL NON-OPERATING EXPENSES</b>	<u>85,667</u>	<u>85,320</u>	<u>0%</u>
<b>Net Profit from Non-Operations</b>	<b>(65,667)</b>	<b>61,247</b>	<b>193%</b>
<b>Net Profit Excluding Depreciation</b>	<b>(223,686)</b>	<b>124,732</b>	<b>156%</b>
<b>Total YTD Revenues</b>	2,525,996	2,277,012	-10%
<b>Total YTD Expenditures</b>	2,749,682	2,152,281	-22%
<b>CAPITAL DEVELOPMENT PROGRAMS</b>	3,009,125	344,505	-89%
<b>MAJOR MAINTENANCE</b>	0	5,123	0%
<b>FUTURE PROJECT EXPENSE</b>	0	0	0%
Adjustment for Non-Cash Activities	0	(638,351)	
<b>Cash Balance - Ending</b>	<b>18,867,694</b>	<b>21,237,258</b>	<b>13%</b>

**DUPAGE AIRPORT AUTHORITY**  
**COMBINING BALANCE SHEET**  
**Month of February 2016**

	AIRPORT OPERATIONS	DuPAGE FLIGHT CENTER	PRAIRIE LANDING GOLF CLUB	TOTALS
<b>ASSETS</b>				
<b>Current Assets</b>				
Cash & Cash Equivalents	12,477,317	8,663,692	96,249	21,237,258
Receivables				
Property Taxes	6,006,115	-	-	6,006,115
Interest	32,646	-	-	32,646
Accounts Receivable	102,448	321,010	40,381	463,839
Notes Receivable TEA Current Portion	47,400	-	-	47,400
Notes Receivable TEA Long term Portion	88,612	-	-	88,612
Due To/From Prairie Landing Golf Club	1,263,217	-	-	1,263,217
Due To/From DuPage Bus. Park Owner Assoc.	30,000	-	-	30,000
Prepaid Expenses	649,804	36,209	6,450	692,464
Vehicle Fuel Inventory	23,168	-	-	23,168
Inventories	-	98,131	60,305	158,436
<b>Total Current Assets</b>	<b>20,720,727</b>	<b>9,119,042</b>	<b>203,384</b>	<b>30,043,154</b>
<b>Other Assets</b>				
<b>Total Other Assets</b>	-	-	-	-
<b>Capital Assets</b>				
Cost	324,571,383	894,015	2,416,616	327,882,014
Construction in Progress	1,448,440	-	-	1,448,440
	326,019,823	894,015	2,416,616	329,330,454
Accumulated Depreciation/Amortization	(176,232,716)	(756,214)	(2,305,444)	(179,294,374)
<b>Total Capital Assets</b>	<b>149,787,107</b>	<b>137,802</b>	<b>111,172</b>	<b>150,036,080</b>
<b>TOTAL ASSETS</b>	<b>170,507,834</b>	<b>9,256,844</b>	<b>314,557</b>	<b>180,079,234</b>

**DUPAGE AIRPORT AUTHORITY**  
**COMBINING BALANCE SHEET**  
**Month of February 2016**

	AIRPORT OPERATIONS	DuPAGE FLIGHT CENTER	PRAIRIE LANDING GOLF CLUB	TOTALS
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts Payable	316,264	53,330	723	370,317
Accrued Liabilities	678,715	68,511	491,070	1,238,295
Due to/from DuPage Airport Authority	-	-	1,263,217	1,263,217
Deferred Income - Operations	1,852,174	80,055	-	1,932,229
Deferred Income Property Taxes	6,006,114	-	-	6,006,114
Total Current Liabilities	8,853,266	201,897	1,755,010	10,810,172
<b>Long-Term Liabilities</b>				
Security Deposits	96,990	-	124,854	221,844
Total Long-Term Liabilities	96,990	-	124,854	221,844
<b>TOTAL LIABILITIES</b>	<b>8,950,256</b>	<b>201,897</b>	<b>1,879,864</b>	<b>11,032,016</b>
<b>NET ASSETS</b>				
<b>Net Assets</b>				
Investment in Capital Assets, January 1	150,282,532	140,909	120,847	150,544,287
Changes in Net Capital Assets	(495,425)	(3,107)	(9,675)	(508,207)
Net Investment in Capital Assets	149,787,107	137,802	111,172	150,036,080
Restricted for Future Capital Assets, January 1	4,249,631	-	-	4,249,631
Changes in Restricted for Future Capital Assets	167,994	-	-	167,994
Net Restricted for Future Capital Assets	4,417,625	-	-	4,417,625
Designated for Future Capital Assets, January 1	7,746,576	-	-	7,746,576
Changes in Designated for Future Capital Assets	(1,147,756)	-	-	(1,147,756)
Net Designated for Future Capital Assets	6,598,821	-	-	6,598,821
Unrestricted Assets, January 1	614,364	8,428,407	(1,511,037)	7,531,733
Changes in Unrestricted Assets	1,475,187	3,107	9,675	1,487,969
Net Income (Loss)	(1,335,525)	485,632	(175,117)	(1,025,010)
Intrafund Transfers - Transfer from Tech Park	-	-	-	-
Net Unrestricted Assets	754,025	8,917,146	(1,676,479)	7,994,692
<b>TOTAL NET ASSETS</b>	<b>161,557,578</b>	<b>9,054,947</b>	<b>(1,565,307)</b>	<b>169,047,218</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>170,507,834</b>	<b>9,256,844</b>	<b>314,557</b>	<b>180,079,234</b>

**DUPAGE AIRPORT AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**YTD February 2016**

	AIRPORT OPERATIONS	DuPAGE FLIGHT CENTER	PRAIRIE LANDING GOLF CLUB	TOTALS
<b>Revenues</b>				
Field Operations	160,831	0	0	160,831
Building Operations	480,410	0	0	480,410
Flight Center Building	35,630	0	0	35,630
Administrative	23,178	0	0	23,178
Fuel and Oil Sales	0	1,252,483	0	1,252,483
De-ice, Lav Service, Preheats, APU, Tows	0	18,236	0	18,236
Overnight Fees - Transient	0	799	0	799
Hangar Rental	0	51,688	0	51,688
Golf Operations	0	0	86,004	86,004
Food and Beverage	0	4,135	3	4,139
Kitty Hawk Deli	0	0	5,010	5,010
Banquet	0	0	10,710	10,710
Miscellaneous	0	1,123	205	1,327
<b>Total Revenues</b>	<b>700,050</b>	<b>1,328,464</b>	<b>101,932</b>	<b>2,130,445</b>
<b>Cost of Sales</b>				
Field Operations	309,825	0	0	309,825
Building Operations	143,266	0	0	143,266
Flight Center Building	40,873	0	0	40,873
Shop Equipment	72,651	0	0	72,651
Fuel and Oil	0	537,617	0	537,617
Maintenance	0	41,568	0	41,568
Credit Card Expense	0	14,161	938	15,099
Golf Course Maintenance	0	0	70,198	70,198
Golf Operations	0	0	45,359	45,359
Food and Beverage	0	14,108	14,870	28,978
Kitty Hawk - Deli	0	0	5,010	5,010
Banquet	0	0	23,747	23,747
<b>Total Cost of Sales</b>	<b>566,615</b>	<b>607,453</b>	<b>160,122</b>	<b>1,334,190</b>
<b>Gross Profit/(Loss)</b>	<b>133,435</b>	<b>721,011</b>	<b>(58,190)</b>	<b>796,255</b>
<b>General and Administrative</b>				
Administration	347,000	228,033	58,252	633,285
Commissioners	17,458	0	0	17,458
Business Development & Marketing	30,074	4,239	0	34,313
Accounting	47,715	0	0	47,715
<b>Total General &amp; Administrative</b>	<b>442,246</b>	<b>232,272</b>	<b>58,252</b>	<b>732,770</b>
<b>Operating Income (Loss) Before Depreciation &amp; Principal Reductions</b>	<b>(308,812)</b>	<b>488,739</b>	<b>(116,443)</b>	<b>63,485</b>
<b>Non Operating Revenues (Expenses)</b>				
Taxes - Property	134	0	0	134
Taxes - Other	8,173	0	0	8,173
Taxes - Paid	(36,320)	0	(49,000)	(85,320)
Federal & State Grants	0	0	0	0
Investment Income	25,731	0	0	25,732
Unrealized Gain/Loss from Investments	112,528	0	0	112,528
Amortization (Expense)	0	0	0	0
Gain on Sale of Fixed Assets	0	0	0	0
Other Revenue (Expenses)	0	0	0	0
<b>Total Non Operating Revenues (Expenses)</b>	<b>110,247</b>	<b>0</b>	<b>(49,000)</b>	<b>61,247</b>
<b>Net Income (Loss) before adjustments</b>	<b>(198,565)</b>	<b>488,739</b>	<b>(165,442)</b>	<b>124,732</b>
Depreciation	1,131,838	3,107	9,675	1,144,619
Major Maintenance Expense	5,123	0	0	5,123
Future Project Expense	0	0	0	0
<b>Net Income</b>	<b>(1,335,525)</b>	<b>485,632</b>	<b>(175,117)</b>	<b>(1,025,010)</b>



**Total DuPage Airport Authority**  
STATEMENT OF REVENUES AND EXPENSES  
For the Month Ending 2/29/2016

	Month			YTD			2016 Annual			Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	2015	Variance	2016	2015	Variance	2016	2015	Variance
<b>REVENUES</b>															
Airport Operations	\$ 351,340	\$ 344,217	\$ 7,123	\$ 700,050	\$ 690,615	\$ 9,434	\$ 4,114,948	\$ 366,508	\$ (15,168)	\$ 700,050	\$ 749,212	\$ (49,162)	\$ 351,340	\$ 366,508	\$ (15,168)
Prairie Landing Golf Club	\$ 78,194	\$ 84,183	\$ (5,989)	\$ 101,932	\$ 107,644	\$ (5,712)	\$ 2,565,491	\$ 88,963	\$ (10,769)	\$ 101,932	\$ 123,801	\$ (21,869)	\$ 78,194	\$ 88,963	\$ (10,769)
DuPage Flight Center	\$ 654,685	\$ 874,578	\$ (219,893)	\$ 1,328,464	\$ 1,707,737	\$ (379,273)	\$ 11,074,180	\$ 844,198	\$ (189,513)	\$ 1,328,464	\$ 1,729,025	\$ (400,561)	\$ 654,685	\$ 844,198	\$ (189,513)
<b>Total Revenues</b>	<b>\$ 1,084,219</b>	<b>\$ 1,302,978</b>	<b>\$ (218,759)</b>	<b>\$ 2,130,445</b>	<b>\$ 2,505,996</b>	<b>\$ (375,551)</b>	<b>\$ 17,754,619</b>	<b>\$ 1,299,669</b>	<b>\$ (215,450)</b>	<b>\$ 2,130,445</b>	<b>\$ 2,602,038</b>	<b>\$ (471,593)</b>	<b>\$ 1,084,219</b>	<b>\$ 1,299,669</b>	<b>\$ (215,450)</b>
<b>COST OF SALES</b>															
Airport Operations	\$ 276,630	\$ 318,590	\$ (41,959)	\$ 566,615	\$ 649,007	\$ (82,392)	\$ 3,626,653	\$ 298,627	\$ (21,997)	\$ 566,615	\$ 589,818	\$ (23,203)	\$ 276,630	\$ 298,627	\$ (21,997)
Prairie Landing Golf Club	\$ 111,343	\$ 76,980	\$ 34,363	\$ 159,184	\$ 144,343	\$ 14,841	\$ 1,914,044	\$ 60,677	\$ 50,665	\$ 159,184	\$ 129,345	\$ 29,839	\$ 111,343	\$ 60,677	\$ 50,665
DuPage Flight Center	\$ 245,067	\$ 538,114	\$ (293,047)	\$ 607,453	\$ 1,073,977	\$ (466,524)	\$ 6,863,042	\$ 440,051	\$ (194,984)	\$ 607,453	\$ 894,023	\$ (286,569)	\$ 245,067	\$ 440,051	\$ (194,984)
<b>Total Cost of Sales</b>	<b>\$ 633,040</b>	<b>\$ 933,683</b>	<b>\$ (300,643)</b>	<b>\$ 1,333,253</b>	<b>\$ 1,867,328</b>	<b>\$ (534,075)</b>	<b>\$ 12,401,739</b>	<b>\$ 799,355</b>	<b>\$ (166,315)</b>	<b>\$ 1,333,253</b>	<b>\$ 1,613,186</b>	<b>\$ (279,933)</b>	<b>\$ 633,040</b>	<b>\$ 799,355</b>	<b>\$ (166,315)</b>
<b>Gross Profit/(Loss)</b>	<b>\$ 451,179</b>	<b>\$ 369,296</b>	<b>\$ 81,884</b>	<b>\$ 797,193</b>	<b>\$ 638,668</b>	<b>\$ 158,524</b>	<b>\$ 5,352,880</b>	<b>\$ 500,314</b>	<b>\$ (49,135)</b>	<b>\$ 797,193</b>	<b>\$ 988,852</b>	<b>\$ (191,660)</b>	<b>\$ 451,179</b>	<b>\$ 500,314</b>	<b>\$ (49,135)</b>
<b>GENERAL AND ADMINISTRATIVE</b>															
Airport Operations	\$ 226,741	\$ 245,618	\$ (18,877)	\$ 442,246	\$ 470,694	\$ (28,448)	\$ 2,965,580	\$ 210,002	\$ 16,739	\$ 442,246	\$ 436,759	\$ 5,487	\$ 226,741	\$ 210,002	\$ 16,739
Prairie Landing Golf Club	\$ 27,971	\$ 38,551	\$ (10,580)	\$ 59,190	\$ 70,325	\$ (11,135)	\$ 471,394	\$ 46,717	\$ (18,746)	\$ 59,190	\$ 82,245	\$ (23,055)	\$ 27,971	\$ 46,717	\$ (18,746)
DuPage Flight Center	\$ 120,339	\$ 136,819	\$ (16,481)	\$ 232,272	\$ 255,669	\$ (23,397)	\$ 1,665,721	\$ 125,242	\$ (4,904)	\$ 232,272	\$ 253,269	\$ (20,997)	\$ 120,339	\$ 125,242	\$ (4,904)
<b>Total G&amp;A Costs</b>	<b>\$ 375,050</b>	<b>\$ 420,988</b>	<b>\$ (45,938)</b>	<b>\$ 733,708</b>	<b>\$ 796,688</b>	<b>\$ (62,980)</b>	<b>\$ 5,102,696</b>	<b>\$ 381,961</b>	<b>\$ (6,911)</b>	<b>\$ 733,708</b>	<b>\$ 772,273</b>	<b>\$ (38,565)</b>	<b>\$ 375,050</b>	<b>\$ 381,961</b>	<b>\$ (6,911)</b>
<b>Operating Income/(Loss)</b>	<b>\$ 76,129</b>	<b>\$ (51,692)</b>	<b>\$ 127,822</b>	<b>\$ 63,485</b>	<b>\$ (158,020)</b>	<b>\$ 221,504</b>	<b>\$ 250,185</b>	<b>\$ 118,354</b>	<b>\$ (42,224)</b>	<b>\$ 63,485</b>	<b>\$ 216,580</b>	<b>\$ (153,095)</b>	<b>\$ 76,129</b>	<b>\$ 118,354</b>	<b>\$ (42,224)</b>
<b>NON-OPERATING REVENUES/(EXPENSES)</b>															
Property and Other Tax Revenue	\$ 52	\$ 5,417	\$ (5,365)	\$ 8,307	\$ 10,833	\$ (2,526)	\$ 5,541,000	\$ 96	\$ (44)	\$ 8,307	\$ 8,781	\$ (474)	\$ 52	\$ 5,417	\$ (5,365)
Property Tax Expenses	\$ (42,630)	\$ (42,833)	\$ 204	\$ (85,320)	\$ (85,667)	\$ 347	\$ (514,000)	\$ -	\$ (42,630)	\$ (85,320)	\$ -	\$ (85,320)	\$ (42,630)	\$ -	\$ (42,630)
Federal & State Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Investment Income	\$ 15,563	\$ 2,083	\$ 13,480	\$ 25,731	\$ 4,167	\$ 21,565	\$ 25,000	\$ 6,409	\$ 9,155	\$ 25,731	\$ 9,415	\$ 16,316	\$ 15,563	\$ 2,083	\$ 13,480
Unrealized Gain/Loss from Investments	\$ 21,328	\$ -	\$ 21,328	\$ 112,528	\$ -	\$ 112,528	\$ -	\$ (20,941)	\$ 42,269	\$ 112,528	\$ 32,356	\$ 80,172	\$ 21,328	\$ -	\$ 21,328
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ 2,500	\$ (2,500)	\$ -	\$ 5,000	\$ (5,000)	\$ 30,000	\$ -	\$ -	\$ -	\$ (64)	\$ 64	\$ -	\$ 2,500	\$ (2,500)
<b>Total Non-Operating Revenues/(Expenses)</b>	<b>\$ (5,686)</b>	<b>\$ (32,833)</b>	<b>\$ 27,147</b>	<b>\$ 61,247</b>	<b>\$ (65,667)</b>	<b>\$ 126,913</b>	<b>\$ 5,082,000</b>	<b>\$ (14,436)</b>	<b>\$ 8,750</b>	<b>\$ 61,247</b>	<b>\$ 50,488</b>	<b>\$ 10,758</b>	<b>\$ (5,686)</b>	<b>\$ (14,436)</b>	<b>\$ 8,750</b>
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ 70,443</b>	<b>\$ (84,526)</b>	<b>\$ 154,969</b>	<b>\$ 124,731</b>	<b>\$ (223,686)</b>	<b>\$ 348,417</b>	<b>\$ 5,332,185</b>	<b>\$ 103,918</b>	<b>\$ (33,475)</b>	<b>\$ 124,731</b>	<b>\$ 267,068</b>	<b>\$ (142,337)</b>	<b>\$ 70,443</b>	<b>\$ (84,526)</b>	<b>\$ 154,969</b>
Depreciation	\$ 572,309	\$ 540,926	\$ 31,383	\$ 1,144,619	\$ 1,083,852	\$ 62,767	\$ 6,493,113	\$ 534,568	\$ 37,742	\$ 1,144,619	\$ 1,068,852	\$ 75,767	\$ 572,309	\$ 540,926	\$ 31,383
<b>Net Income/(Loss) after Depreciation</b>	<b>\$ (501,866)</b>	<b>\$ (625,452)</b>	<b>\$ 123,586</b>	<b>\$ (1,019,888)</b>	<b>\$ (1,305,538)</b>	<b>\$ 285,650</b>	<b>\$ (1,158,928)</b>	<b>\$ (430,650)</b>	<b>\$ (71,216)</b>	<b>\$ (501,866)</b>	<b>\$ (801,784)</b>	<b>\$ (218,104)</b>	<b>\$ (501,866)</b>	<b>\$ (625,452)</b>	<b>\$ 123,586</b>
Major Maintenance	\$ 335	\$ -	\$ 335	\$ 5,123	\$ -	\$ 5,123	\$ 1,765,455	\$ 1,711	\$ (1,376)	\$ 5,123	\$ 11,235	\$ (6,113)	\$ 335	\$ -	\$ 335
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,590	\$ (3,590)	\$ -	\$ -	\$ -
<b>Net Income/(Loss)</b>	<b>\$ (502,201)</b>	<b>\$ (625,452)</b>	<b>\$ 123,251</b>	<b>\$ (1,025,011)</b>	<b>\$ (1,305,538)</b>	<b>\$ 280,528</b>	<b>\$ (2,924,383)</b>	<b>\$ (432,361)</b>	<b>\$ (69,840)</b>	<b>\$ (1,025,011)</b>	<b>\$ (816,409)</b>	<b>\$ (208,601)</b>	<b>\$ (502,201)</b>	<b>\$ (625,452)</b>	<b>\$ 123,251</b>

**Airport and Administration**  
STATEMENT OF REVENUES AND EXPENSES  
For the Month Ending 2/29/2016

	Month			YTD			2016 Annual			Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	2016	2015	Variance	2016	2015	Variance		
<b>REVENUES</b>															
Administrative	\$ 8,813	\$ 13,477	\$ (4,663)	\$ 23,178	\$ 26,953	\$ (3,775)	\$ 162,170	\$ 8,813	\$ 13,368	\$ (4,555)	\$ 23,178	\$ 27,620	\$ (4,442)		
Field Operations	\$ 81,676	\$ 80,810	\$ 866	\$ 160,831	\$ 160,620	\$ 211	\$ 1,141,134	\$ 81,676	\$ 96,292	\$ (14,616)	\$ 160,831	\$ 192,395	\$ (31,564)		
Building Operations	\$ 243,036	\$ 235,570	\$ 7,465	\$ 480,410	\$ 474,322	\$ 6,088	\$ 2,639,326	\$ 243,036	\$ 240,952	\$ 2,084	\$ 480,410	\$ 497,404	\$ (16,993)		
Flight Center	\$ 17,815	\$ 14,360	\$ 3,455	\$ 35,630	\$ 28,720	\$ 6,910	\$ 172,318	\$ 17,815	\$ 15,897	\$ 1,919	\$ 35,630	\$ 31,793	\$ 3,837		
<b>Total Revenues</b>	<b>\$ 351,340</b>	<b>\$ 344,217</b>	<b>\$ 7,123</b>	<b>\$ 700,050</b>	<b>\$ 690,615</b>	<b>\$ 9,434</b>	<b>\$ 4,114,948</b>	<b>\$ 351,340</b>	<b>\$ 366,508</b>	<b>\$ (15,168)</b>	<b>\$ 700,050</b>	<b>\$ 749,212</b>	<b>\$ (49,162)</b>		
<b>COST OF SALES</b>															
Field Operations	\$ 146,354	\$ 148,906	\$ (2,551)	\$ 309,825	\$ 318,561	\$ (8,736)	\$ 1,802,993	\$ 146,354	\$ 155,041	\$ (8,687)	\$ 309,825	\$ 292,238	\$ 17,587		
Building Operations	\$ 76,585	\$ 102,264	\$ (25,679)	\$ 143,266	\$ 199,610	\$ (56,344)	\$ 1,014,145	\$ 76,585	\$ 84,691	\$ (8,106)	\$ 143,266	\$ 177,162	\$ (33,896)		
Flight Center	\$ 22,398	\$ 23,458	\$ (1,060)	\$ 40,873	\$ 46,917	\$ (6,044)	\$ 291,300	\$ 22,398	\$ 17,238	\$ 5,160	\$ 40,873	\$ 33,421	\$ 7,453		
Shop Equip. Operations	\$ 31,293	\$ 43,961	\$ (12,668)	\$ 72,851	\$ 83,919	\$ (11,268)	\$ 518,214	\$ 31,293	\$ 41,657	\$ (10,364)	\$ 72,851	\$ 86,997	\$ (14,347)		
<b>Total Cost of Sales</b>	<b>\$ 276,630</b>	<b>\$ 318,590</b>	<b>\$ (41,959)</b>	<b>\$ 566,615</b>	<b>\$ 649,007</b>	<b>\$ (82,392)</b>	<b>\$ 3,626,653</b>	<b>\$ 276,630</b>	<b>\$ 298,627</b>	<b>\$ (21,997)</b>	<b>\$ 566,615</b>	<b>\$ 589,818</b>	<b>\$ (23,203)</b>		
<b>Gross Profit/(Loss)</b>	<b>\$ 74,710</b>	<b>\$ 25,628</b>	<b>\$ 49,082</b>	<b>\$ 133,435</b>	<b>\$ 41,608</b>	<b>\$ 91,826</b>	<b>\$ 488,295</b>	<b>\$ 74,710</b>	<b>\$ 67,881</b>	<b>\$ 6,829</b>	<b>\$ 133,435</b>	<b>\$ 159,394</b>	<b>\$ (25,960)</b>		
<b>GENERAL AND ADMINISTRATIVE</b>															
Administrative	\$ 183,491	\$ 190,651	\$ (7,160)	\$ 347,000	\$ 369,613	\$ (22,613)	\$ 2,306,054	\$ 183,491	\$ 157,249	\$ 26,242	\$ 347,000	\$ 346,315	\$ 685		
Commissioners	\$ 8,604	\$ 8,665	\$ (61)	\$ 17,458	\$ 17,331	\$ 127	\$ 103,985	\$ 8,604	\$ 7,755	\$ 850	\$ 17,458	\$ 16,435	\$ 1,023		
Business Dev./Marketing	\$ 10,749	\$ 17,446	\$ (6,697)	\$ 30,074	\$ 33,832	\$ (3,759)	\$ 210,894	\$ 10,749	\$ 17,861	\$ (7,112)	\$ 30,074	\$ 25,956	\$ 4,118		
Accounting	\$ 23,896	\$ 28,855	\$ (4,959)	\$ 47,715	\$ 49,918	\$ (2,204)	\$ 344,646	\$ 23,896	\$ 27,137	\$ (3,241)	\$ 47,715	\$ 48,053	\$ (339)		
<b>Total G&amp;A Costs</b>	<b>\$ 226,741</b>	<b>\$ 245,618</b>	<b>\$ (18,877)</b>	<b>\$ 442,246</b>	<b>\$ 470,694</b>	<b>\$ (28,448)</b>	<b>\$ 2,965,580</b>	<b>\$ 226,741</b>	<b>\$ 210,002</b>	<b>\$ 16,739</b>	<b>\$ 442,246</b>	<b>\$ 436,759</b>	<b>\$ 5,487</b>		
<b>Operating Income/(Loss)</b>	<b>\$ (152,031)</b>	<b>\$ (219,990)</b>	<b>\$ 67,960</b>	<b>\$ (308,812)</b>	<b>\$ (429,086)</b>	<b>\$ 120,274</b>	<b>\$ (52,477,285)</b>	<b>\$ (152,031)</b>	<b>\$ (142,120)</b>	<b>\$ (9,910)</b>	<b>\$ (308,812)</b>	<b>\$ (277,365)</b>	<b>\$ (31,447)</b>		
<b>NON-OPERATING REVENUES/(EXPENSES)</b>															
Property and Other Tax Revenue	\$ 52	\$ 5,417	\$ (5,365)	\$ 8,307	\$ 10,833	\$ (2,526)	\$ 5,541,000	\$ 52	\$ 96	\$ (44)	\$ 8,307	\$ 8,781	\$ (474)		
Property Tax Expenses	\$ (18,160)	\$ (18,333)	\$ 173	\$ (36,320)	\$ (36,667)	\$ 347	\$ (220,000)	\$ (18,160)	\$ -	\$ (18,160)	\$ (36,320)	\$ -	\$ (86,320)		
Federal & State Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Investment Income	\$ 15,563	\$ 2,083	\$ 13,480	\$ 25,731	\$ 4,167	\$ 21,565	\$ 25,000	\$ 15,563	\$ 6,409	\$ 9,155	\$ 25,731	\$ 9,415	\$ 16,316		
Unrealized Gain/Loss from Investments	\$ 21,328	\$ -	\$ 21,328	\$ 112,528	\$ -	\$ 112,528	\$ -	\$ 21,328	\$ (20,941)	\$ 42,269	\$ 112,528	\$ 32,956	\$ 80,172		
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Gain on Sale of Fixed Assets	\$ -	\$ 2,500	\$ (2,500)	\$ -	\$ 5,000	\$ (5,000)	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ (64)	\$ 64		
<b>Total Non-Operating Revenues/(Expenses)</b>	<b>\$ 18,783</b>	<b>\$ (8,333)</b>	<b>\$ 27,117</b>	<b>\$ 110,247</b>	<b>\$ (16,667)</b>	<b>\$ 126,913</b>	<b>\$ 5,376,000</b>	<b>\$ 18,783</b>	<b>\$ (14,436)</b>	<b>\$ 33,219</b>	<b>\$ 110,247</b>	<b>\$ 50,488</b>	<b>\$ 59,758</b>		
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ (133,248)</b>	<b>\$ (228,324)</b>	<b>\$ 95,076</b>	<b>\$ (198,565)</b>	<b>\$ (445,753)</b>	<b>\$ 247,187</b>	<b>\$ 2,898,715</b>	<b>\$ (133,248)</b>	<b>\$ (156,556)</b>	<b>\$ 23,309</b>	<b>\$ (198,565)</b>	<b>\$ (226,876)</b>	<b>\$ 28,311</b>		
Depreciation	\$ 565,919	\$ 534,485	\$ 31,434	\$ 1,131,838	\$ 1,068,970	\$ 62,868	\$ 6,413,817	\$ 565,919	\$ 525,924	\$ 39,995	\$ 1,131,838	\$ 1,051,563	\$ 80,274		
<b>Net Income/(Loss) after Depreciation</b>	<b>\$ (699,166)</b>	<b>\$ (762,808)</b>	<b>\$ 63,642</b>	<b>\$ (1,330,403)</b>	<b>\$ (1,514,722)</b>	<b>\$ 184,319</b>	<b>\$ (3,515,102)</b>	<b>\$ (699,166)</b>	<b>\$ (682,480)</b>	<b>\$ (16,686)</b>	<b>\$ (1,330,403)</b>	<b>\$ (1,278,440)</b>	<b>\$ (51,963)</b>		
Major Maintenance	\$ -	\$ -	\$ -	\$ 5,123	\$ -	\$ 5,123	\$ 890,850	\$ -	\$ 1,711	\$ (1,711)	\$ 5,123	\$ 11,235	\$ (6,113)		
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 3,390	\$ (3,390)		
<b>Net Income/(Loss)</b>	<b>\$ (699,166)</b>	<b>\$ (762,808)</b>	<b>\$ 63,642</b>	<b>\$ (1,335,525)</b>	<b>\$ (1,514,722)</b>	<b>\$ 179,197</b>	<b>\$ (4,405,952)</b>	<b>\$ (699,166)</b>	<b>\$ (684,191)</b>	<b>\$ (14,975)</b>	<b>\$ (1,335,525)</b>	<b>\$ (1,293,065)</b>	<b>\$ (42,460)</b>		

**DuPage Flight Center**  
STATEMENT OF REVENUES AND EXPENSES  
For the Month Ending 2/29/2016

	Month			YTD			2016 Annual Budget			Month		YTD	
	Actual	Budget	Variance	Actual	Budget	Variance	2016	2015	Variance	2016	2015	Variance	
													2016
<b>REVENUES</b>													
Hanger Rentals	\$ 24,417	\$ 15,833	\$ 8,584	\$ 51,688	\$ 31,667	\$ 20,022	\$ 190,000	\$ 27,946	\$ (3,529)	\$ 51,688	\$ 54,501	\$ (2,812)	
Ramp Tie Downs & Overnight fees	\$ 501	\$ 1,667	\$ (1,166)	\$ 799	\$ 3,333	\$ (2,534)	\$ 20,000	\$ 1,043	\$ (542)	\$ 799	\$ 1,449	\$ (650)	
Fuel and Oil Sales	\$ 615,232	\$ 848,520	\$ (233,288)	\$ 1,252,483	\$ 1,693,120	\$ (440,637)	\$ 10,798,980	\$ 800,727	\$ (185,495)	\$ 1,252,483	\$ 1,635,613	\$ (383,130)	
Volume Rebate	\$ -	\$ -	\$ -	\$ -	\$ (37,500)	\$ 37,500	\$ (37,500)	\$ -	\$ -	\$ -	\$ -	\$ -	
Line Service Other	\$ 11,674	\$ 4,042	\$ 7,632	\$ 18,236	\$ 8,083	\$ 10,152	\$ 48,500	\$ 10,070	\$ 1,604	\$ 18,236	\$ 28,651	\$ (10,415)	
Aircraft Catering	\$ 2,297	\$ 3,750	\$ (1,453)	\$ 4,135	\$ 7,500	\$ (3,365)	\$ 45,000	\$ 3,768	\$ (1,471)	\$ 4,135	\$ 7,661	\$ (3,525)	
Non Airfield Rent/Lease/Maintenance Revenue	\$ 565	\$ 767	\$ (202)	\$ 1,123	\$ 1,533	\$ (411)	\$ 9,200	\$ 645	\$ (80)	\$ 1,123	\$ 1,151	\$ (28)	
<b>Total Revenue</b>	<b>\$ 654,685</b>	<b>\$ 874,578</b>	<b>\$ (219,893)</b>	<b>\$ 1,328,464</b>	<b>\$ 1,707,737</b>	<b>\$ (379,273)</b>	<b>\$ 11,074,180</b>	<b>\$ 844,198</b>	<b>\$ (189,513)</b>	<b>\$ 1,328,464</b>	<b>\$ 1,729,025</b>	<b>\$ (400,561)</b>	
<b>COST OF SALES</b>													
Fuel and Oil Cost of Sales	\$ 207,515	\$ 495,090	\$ (287,575)	\$ 527,400	\$ 987,930	\$ (460,530)	\$ 6,344,760	\$ 402,712	\$ (195,197)	\$ 527,400	\$ 823,165	\$ (295,765)	
De Ice Cost of Goods	\$ -	\$ 2,083	\$ (2,083)	\$ 10,217	\$ 4,167	\$ 6,050	\$ 25,000	\$ 305	\$ (305)	\$ 10,217	\$ 305	\$ 9,912	
Credit Card Expense	\$ 8,359	\$ 12,500	\$ (4,141)	\$ 14,161	\$ 25,000	\$ (10,839)	\$ 150,000	\$ 9,812	\$ (1,453)	\$ 14,161	\$ 20,666	\$ (6,505)	
Food - COGS	\$ 6,948	\$ 11,000	\$ (4,052)	\$ 14,108	\$ 22,000	\$ (7,892)	\$ 132,000	\$ 6,948	\$ (3,680)	\$ 14,108	\$ 18,674	\$ (4,566)	
Maintenance	\$ 22,245	\$ 17,440	\$ 4,805	\$ 41,568	\$ 34,880	\$ 6,688	\$ 209,282	\$ 16,594	\$ 5,652	\$ 41,568	\$ 31,214	\$ 10,354	
<b>Total Cost of Sales</b>	<b>\$ 245,067</b>	<b>\$ 538,114</b>	<b>\$ (293,047)</b>	<b>\$ 607,453</b>	<b>\$ 1,073,977</b>	<b>\$ (466,524)</b>	<b>\$ 6,861,042</b>	<b>\$ 440,051</b>	<b>\$ (194,984)</b>	<b>\$ 607,453</b>	<b>\$ 894,023</b>	<b>\$ (286,569)</b>	
<b>Gross Profit/(Loss)</b>	<b>\$ 409,619</b>	<b>\$ 336,465</b>	<b>\$ 73,154</b>	<b>\$ 721,011</b>	<b>\$ 633,760</b>	<b>\$ 87,251</b>	<b>\$ 4,213,138</b>	<b>\$ 404,148</b>	<b>\$ 5,471</b>	<b>\$ 721,011</b>	<b>\$ 835,002</b>	<b>\$ (113,992)</b>	
<b>GENERAL AND ADMINISTRATIVE</b>													
Operating Income/(Loss)	\$ 120,339	\$ 136,819	\$ (16,481)	\$ 232,272	\$ 255,669	\$ (23,397)	\$ 1,665,721	\$ 125,242	\$ (4,904)	\$ 232,272	\$ 253,269	\$ (20,997)	
	\$ 289,280	\$ 199,645	\$ 89,634	\$ 488,739	\$ 378,091	\$ 110,648	\$ 2,547,417	\$ 278,906	\$ 10,374	\$ 488,739	\$ 581,734	\$ (92,995)	
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ 289,280</b>	<b>\$ 199,645</b>	<b>\$ 89,634</b>	<b>\$ 488,739</b>	<b>\$ 378,091</b>	<b>\$ 110,648</b>	<b>\$ 2,547,417</b>	<b>\$ 278,906</b>	<b>\$ 10,374</b>	<b>\$ 488,739</b>	<b>\$ 581,734</b>	<b>\$ (92,995)</b>	
Depreciation	\$ 1,554	\$ 1,506	\$ 48	\$ 3,107	\$ 3,011	\$ 96	\$ 18,067	\$ 1,554	\$ -	\$ 3,107	\$ 3,107	\$ -	
<b>Net Income/(Loss)</b>	<b>\$ 287,726</b>	<b>\$ 198,140</b>	<b>\$ 89,587</b>	<b>\$ 485,632</b>	<b>\$ 375,080</b>	<b>\$ 110,552</b>	<b>\$ 2,529,350</b>	<b>\$ 277,352</b>	<b>\$ 10,374</b>	<b>\$ 485,632</b>	<b>\$ 578,627</b>	<b>\$ (92,995)</b>	

**Prairie Landing Golf Club**  
STATEMENT OF REVENUES AND EXPENSES  
For the Month Ending 2/29/2016

	Month			YTD			2016 Annual			Month			YTD		
	Budget		Variance	Budget		Variance	Budget		Variance	2015		Variance	2016		Variance
	Actual			Actual			Budget			2016			2016		
<b>REVENUES</b>															
P100 - Golf Administration	\$ 42	\$ 100	\$ (58)	\$ 205	\$ 250	\$ (46)	\$ 3,500	\$ 42	\$ 1,081	\$ (1,039)	\$ 205	\$ 2,231	\$ (2,026)		
P300 - Golf Operations	\$ 72,265	\$ 72,350	\$ (85)	\$ 86,004	\$ 87,450	\$ (1,446)	\$ 1,598,525	\$ 72,265	\$ 74,533	\$ (2,268)	\$ 86,004	\$ 89,541	\$ (3,537)		
P400 - Food and Beverage	\$ 1	\$ -	\$ 1	\$ 3	\$ -	\$ 3	\$ 261,000	\$ 1	\$ -	\$ 1	\$ 3	\$ -	\$ 3		
P500 - Weddings	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ 420,000	\$ 2,939	\$ -	\$ -	\$ 2,500	\$ 14,330	\$ (11,830)		
P600 - Private Events	\$ -	\$ 9,533	\$ (6,594)	\$ 8,210	\$ 15,544	\$ (7,334)	\$ 127,659	\$ 2,939	\$ 11,124	\$ (8,185)	\$ 8,210	\$ 13,156	\$ (4,946)		
P700 - Golf Outings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,407	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P900 - Kitty Hawk Café	\$ 2,947	\$ 2,200	\$ 747	\$ 5,010	\$ 4,400	\$ 610	\$ 26,400	\$ 2,947	\$ 2,225	\$ 722	\$ 5,010	\$ 4,543	\$ 467		
<b>Total Revenue</b>	<b>\$ 78,194</b>	<b>\$ 84,183</b>	<b>\$ (5,989)</b>	<b>\$ 101,932</b>	<b>\$ 107,644</b>	<b>\$ (5,712)</b>	<b>\$ 2,565,491</b>	<b>\$ 78,194</b>	<b>\$ 88,963</b>	<b>\$ (10,769)</b>	<b>\$ 101,932</b>	<b>\$ 123,801</b>	<b>\$ (21,869)</b>		
<b>COST OF SALES</b>															
P200 - Golf Maintenance	\$ 49,833	\$ 31,101	\$ 18,732	\$ 70,198	\$ 58,795	\$ 11,403	\$ 739,745	\$ 49,833	\$ 29,423	\$ 20,410	\$ 70,198	\$ 57,671	\$ 12,527		
P300 - Golf Operations	\$ 36,542	\$ 18,083	\$ 18,459	\$ 45,359	\$ 31,786	\$ 13,573	\$ 435,398	\$ 36,542	\$ 4,200	\$ 32,342	\$ 45,359	\$ 10,298	\$ 35,061		
P400 - Food and Beverage	\$ 8,531	\$ 9,441	\$ (911)	\$ 14,870	\$ 18,844	\$ (3,973)	\$ 332,072	\$ 8,531	\$ 8,357	\$ 174	\$ 14,870	\$ 17,101	\$ (2,231)		
P500 - Weddings	\$ 9,895	\$ 12,294	\$ (2,399)	\$ 18,010	\$ 23,656	\$ (5,646)	\$ 300,408	\$ 9,895	\$ 11,310	\$ (1,415)	\$ 18,010	\$ 27,678	\$ (9,668)		
P600 - Private Events	\$ 3,595	\$ 3,860	\$ (265)	\$ 5,737	\$ 6,863	\$ (1,126)	\$ 41,498	\$ 3,595	\$ 5,165	\$ (1,570)	\$ 5,737	\$ 12,054	\$ (6,317)		
P700 - Golf Outings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P900 - Kitty Hawk Café	\$ 2,947	\$ 2,200	\$ 747	\$ 5,010	\$ 4,400	\$ 610	\$ 26,400	\$ 2,947	\$ 2,222	\$ 724	\$ 5,010	\$ 4,543	\$ 467		
<b>Total Cost of Sales</b>	<b>\$ 111,343</b>	<b>\$ 76,980</b>	<b>\$ 34,363</b>	<b>\$ 159,184</b>	<b>\$ 144,343</b>	<b>\$ 14,841</b>	<b>\$ 1,914,044</b>	<b>\$ 111,343</b>	<b>\$ 60,677</b>	<b>\$ 50,665</b>	<b>\$ 159,184</b>	<b>\$ 129,345</b>	<b>\$ 29,839</b>		
<b>Gross Profit/(Loss)</b>	<b>\$ (33,149)</b>	<b>\$ 7,203</b>	<b>\$ (40,352)</b>	<b>\$ (57,253)</b>	<b>\$ (36,699)</b>	<b>\$ (20,553)</b>	<b>\$ 651,447</b>	<b>\$ (33,149)</b>	<b>\$ 28,285</b>	<b>\$ (61,435)</b>	<b>\$ (57,253)</b>	<b>\$ (5,544)</b>	<b>\$ (51,708)</b>		
<b>GENERAL AND ADMINISTRATIVE</b>															
Operating Income/(Loss)	\$ 27,971	\$ 38,551	\$ (10,580)	\$ 59,190	\$ 70,325	\$ (11,135)	\$ 471,394	\$ 27,971	\$ 46,717	\$ (18,746)	\$ 59,190	\$ 82,245	\$ (23,055)		
<b>NON-OPERATING REVENUES/(EXPENSES)</b>															
Property Tax Expenses	\$ (24,470)	\$ (24,500)	\$ 30	\$ (49,000)	\$ (49,000)	\$ -	\$ (5294,000)	\$ (24,470)	\$ -	\$ (24,470)	\$ (49,000)	\$ -	\$ (49,000)		
Investment Income	\$ 0	\$ -	\$ 0	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
Gain on Sale of Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ (85,589)</b>	<b>\$ (55,848)</b>	<b>\$ (29,741)</b>	<b>\$ (165,442)</b>	<b>\$ (156,024)</b>	<b>\$ (9,418)</b>	<b>\$ (5113,947)</b>	<b>\$ (85,589)</b>	<b>\$ (18,432)</b>	<b>\$ (67,158)</b>	<b>\$ (165,442)</b>	<b>\$ (87,789)</b>	<b>\$ (77,653)</b>		
Depreciation	\$ 4,837	\$ 4,936	\$ (99)	\$ 9,675	\$ 9,872	\$ (197)	\$ 59,229	\$ 4,837	\$ 7,091	\$ (2,254)	\$ 9,675	\$ 14,182	\$ (4,507)		
Major Maintenance	\$ 335	\$ -	\$ 335	\$ -	\$ -	\$ -	\$ 874,605	\$ 335	\$ -	\$ 335	\$ -	\$ -	\$ -		
<b>Net Income/(Loss)</b>	<b>\$ (90,761)</b>	<b>\$ (60,783)</b>	<b>\$ (29,578)</b>	<b>\$ (175,117)</b>	<b>\$ (165,896)</b>	<b>\$ (9,221)</b>	<b>\$ (51,047,781)</b>	<b>\$ (90,761)</b>	<b>\$ (25,522)</b>	<b>\$ (65,239)</b>	<b>\$ (175,117)</b>	<b>\$ (101,971)</b>	<b>\$ (73,146)</b>		



## Accounts Receivable Aging Report Over 60 Days Past Due


Customer No.	Customer Name	Current @ 02/29/16					Total	% of Total
		1 to 30	31 to 60	61 to 90	91+	Total		
		Days Overdue	Days Overdue	Days Overdue	Days Overdue			
A-TEA01	TRAVEL EXPRESS AVIATION	-	-	-	125,661.70	125,661.70	64.17%	
A-CIF01	CIVIL AIR PATROL	8,322.32	-	4,161.16	20,805.80	33,289.28	17.00%	
A-RSA01	RSH AVIATION, INC.	-	-	7,000.00	10,000.00	17,000.00	8.68%	
A-SPD01	STATE POLICE DEPARTMENT	4,139.56	-	2,069.78	10,348.90	16,558.24	8.46%	
A-REH01	RESOURCE HOLDINGS LLC	943.50	-	471.75	1,887.00	3,302.25	1.69%	
<b>Report Total:</b>		<b>13,405.38</b>	<b>0.00%</b>	<b>13,702.69</b>	<b>168,703.40</b>	<b>195,811.47</b>		
<b>Percent of Total:</b>		<b>6.85%</b>	<b>0.00%</b>	<b>7.00%</b>	<b>86.16%</b>	<b>100.00%</b>		



DUPAGE AIRPORT  
AUTHORITY

**MEMORANDUM**

**TO:** DuPage Airport Authority  
Board of Commissioners

**FROM:** David Bird   
Executive Director

**RE:** Proposed Ordinance 2016-293; An Ordinance Abating Levy of Tax  
Authorized by Ordinance 2015-286; An Ordinance of the DuPage Airport  
Authority Levying Taxes for Corporate Purposes of the DuPage Airport  
Authority for the Fiscal Year January 1, 2015 through December 31, 2015.

**DATE:** March 10, 2016

**SUMMARY:**

At the January Board Meeting it was determined that the tax levy could again be reduced by \$500,000 without compromising the ability to finance future capital needs of the Airport Authority. The attached Ordinance accomplishes this action.

**PREVIOUS COMMITTEE/BOARD ACTION:**

January 13, 2016 Annual and Regular Board Meeting - Discussion occurred regarding the abatement of the Property Tax Levy.

**REVENUE OR FUNDING IMPLICATIONS:**

Illinois Statute requires passage of this Ordinance by the Board during the first quarter of the Fiscal Year.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Attorney Luetkehans has reviewed and approved the Ordinance.

**ATTACHMENTS:**

History of Recent Property Tax Levy and Abatements.

Proposed Ordinance 2016-293; An Ordinance Abating Levy of Tax Authorized by Ordinance 2015-286; An Ordinance of the DuPage Airport Authority Levying Taxes for Corporate Purposes of the DuPage Airport Authority for the fiscal year January 1, 2015 through December 31, 2015.

**ALTERNATIVES:**

The Board can deny, modify or amend this issue.

**RECOMMENDATION:**

It is the recommendation of the Executive Director that the Board approve Proposed Ordinance 2016-293; An Ordinance Abating Levy of Tax Authorized by Ordinance 2015-286; An Ordinance of the DuPage Airport Authority Levying Taxes for Corporate Purposes of the DuPage Airport Authority for the Fiscal Year January 1, 2015 through December 31, 2015.

## History of Recent Property Tax Levies and Abatements

<u>Date</u>	<u>Ordinance No.</u>	<u>Action</u>	<u>Amount</u>
June 10th 2009	2009-226	Tax Levy	\$ 6,476,024
March 24th 2010	2010-232	Abatement	\$ (500,000)
Total to be collected in 2010			\$ 5,976,024
<u>Date</u>	<u>Ordinance No.</u>	<u>Action</u>	<u>Amount</u>
June 9th 2010	2010-234	Tax Levy	\$ 6,476,024
March 16th 2011	2011-243	Abatement	\$ (500,000)
Total to be collected in 2011			\$ 5,976,024
<u>Date</u>	<u>Ordinance No.</u>	<u>Action</u>	<u>Amount</u>
June 9th 2011	2011-244	Tax Levy	\$ 6,476,024
March 21st 2012	2012-250	Abatement	\$ (500,000) Permanent
Total to be collected in 2012			\$ 5,976,024
<u>Date</u>	<u>Ordinance No.</u>	<u>Action</u>	<u>Amount</u>
June 13th 2012	2012-256	Tax Levy	\$ 5,976,024
March 13th 2013	2013-263	Abatement	\$ (500,000)
Total to be collected in 2013			\$ 5,476,024
<u>Date</u>	<u>Ordinance No.</u>	<u>Action</u>	<u>Amount</u>
June 12th 2013	2013-265	Tax Levy	\$ 5,976,024
March 19th 2014	2014-272	Abatement	\$ (500,000)
Total to be collected in 2014			\$ 5,476,024
<u>Date</u>	<u>Ordinance No.</u>	<u>Action</u>	<u>Amount</u>
November 12th 2014	2014-278	Tax Levy	\$ 5,976,024
Total to be collected in 2015			\$ 5,976,024
<u>Date</u>	<u>Ordinance No.</u>	<u>Action</u>	<u>Amount</u>
November 11th 2015	2015-286	Tax Levy	\$ 5,976,024
Total to be collected in 2016			\$ 5,976,024



**ORDINANCE 2016-293**

**AN ORDINANCE ABATING LEVY OF TAX AUTHORIZED BY  
ORDINANCE 2015-286; AN ORDINANCE OF THE DUPAGE AIRPORT AUTHORITY LEVYING TAXES  
FOR CORPORATE PURPOSES OF THE DUPAGE AIRPORT AUTHORITY FOR THE FISCAL YEAR  
JANUARY 1, 2015 THROUGH DECEMBER 31, 2015**

**WHEREAS**, the Board of Commissioners of the DuPage Airport Authority did adopt on November 11, 2015, Ordinance No 2015-286; An Ordinance Levying Taxes for Corporate Purposes of the DuPage Airport Authority for the Fiscal Year January 1, 2015 and ending December 31, 2015;

**WHEREAS**, Ordinance 2015-286 authorized a direct annual tax for corporate purposes to be levied upon all of the taxable property within the DuPage Airport Authority's tax base;

**WHEREAS**, the tax levy so authorized by Ordinance 2015-286, to be collected in 2016 is Five Million Nine Hundred Seventy-Six Thousand Twenty-Four Dollars and No Cents (\$5,976,024.00); and

**WHEREAS**, the Board of Commissioners of the DuPage Airport Authority has determined that there are or will be sufficient funds available to abate Five Hundred Thousand Dollars and No Cents (\$500,000.00) of the required tax levy;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the DuPage Airport Authority, as follows:

**Section 1.** That the County Clerk of DuPage County be and is hereby authorized and directed to abate the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) from the 2015 DuPage Airport Authority tax levy to be collected in 2016.

**Section 2.** That the total amount of the 2015 DuPage Airport Authority tax levy for taxes to be collected in 2016 shall be Five Million Four Hundred Seventy-Six Thousand Twenty-Four Dollars and No Cents (\$5,476,024.00) following the abatement set forth in Section 1.

**Section 3.** That the Executive Director of the DuPage Airport Authority is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of DuPage County, Illinois.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 16th day of March, 2016.

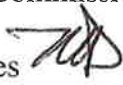
Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Gerald M. Gorski \_\_\_\_\_


Peter H. Huizenga \_\_\_\_\_  
Gina R. Lamantia \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

TO: Board of Commissioners

FROM: Mark Doles   
Director, Aviation Facilities and Properties

THROUGH: David Bird   
Executive Director

RE: Authorization of Proposed Ordinance 2016-294, Reduction in Certain Fees

DATE: March 9, 2016

=====

**SUMMARY:**

As a result of the substantial downturn in the economy, especially in the aviation industry, staff previously proposed relief to based regulated aviation businesses in the form of a temporary fee reduction. Previously, Ordinances were adopted by the Board in years 2009-2015 to provide a temporary 50% reduction in the Specialized Aviation Service Organization (“SASO” – formerly FBO) Fees charged by the Airport Authority. The reduction did not apply to Permittee Fees associated with temporary non-based commercial operators or any fees associated with Self Service Fueling Permittees. The last temporary reduction commenced January 1, 2015 and terminated December 31, 2015.

Fees are charged by the Authority for the following types of regulated aviation businesses:

- Aircraft Maintenance / Avionics or Instrument Repair
- Aircraft Charter
- Flight Training
- Aircraft Rental
- Pilot Supplies

These Ordinances decreased fees 50% for a one-year periods (2010 through 2015) resulting in an annual decrease in revenues of approximately \$40,000 to the Authority. This reduction was recognized in previous budgets and has again been anticipated in the FY 2016 budget.

Based upon the continued difficult economic conditions, the extended time that these fees have been annually reduced, and the pro-business aviation stance of the DuPage Airport Authority, Staff proposes that the Board makes adopts the 50% reduction as the “new” SASO fee structure.

**PREVIOUS COMMITTEE/BOARD ACTION:**

- March 18, 2015 Board adopts Ordinance 2015-283, Authorizing Temporary Reduction in Certain Fees
- March 19, 2014 Board adopts Ordinance 2014-273, Authorizing Temporary Reduction in Certain Fees
- June 12, 2013 Board adopts Ordinance 2013-267, Authorizing Temporary Reduction in Certain Fees
- January 25, 2012 Board adopts Ordinance 2012-249, Authorizing Temporary Reduction in Certain Fees
- January 12, 2011 Board adopts Ordinance 2011-240, Authorizing Temporary Reduction in Certain Fees
- November 11, 2009 Board adopts Ordinance 2009-227, Authorizing Temporary Reduction in Certain Fees

**REVENUE OR FUNDING IMPLICATIONS:**

SASO Type	Existing Annual Fee	Temporary Reduction
<b>Aircraft Maintenance/Avionics</b>	<b>\$1.25 per billed labor hour – minimum \$12,000 annually</b>	<b>\$0.63 per billed labor hour – minimum \$6,000 annually</b>
<b>Aircraft Charter</b>	<b>\$5,000 per year plus fee based upon aircraft \$250 - \$2,000</b>	<b>\$2,500 per year plus fee based upon aircraft \$125 - \$1,000</b>
<b>Flight Training</b>	<b>\$50.00 per instructor</b>	<b>\$25.00 per instructor</b>
<b>Aircraft Rental</b>	<b>\$240 - \$720 per year based upon aircraft</b>	<b>\$120 - \$360 per year based upon aircraft</b>
<b>Pilot Supplies</b>	<b>\$1,000</b>	<b>\$500</b>

Based upon current SASO Agreements, this reduction will decrease possible annually revenue to the Airport Authority by approximately \$40,000.

**STAKEHOLDER PROCESS:**

No formal discussions have been held with the SASO Agreement holders. However, SASO Agreement holders have voiced their support of the continuation of this temporary reduction and are very appreciative of the Board's proactive support through this reduction.

**LEGAL REVIEW:**

Authority Legal Counsel drafted the Ordinance to reflect the reduction in SASO fees effective January 1, 2016.

**ATTACHMENTS:**

- Proposed Ordinance 2016-294 authorizing Reduction in Certain Fees

**ALTERNATIVES:**

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

**RECOMMENDATION:**

It is the recommendation of the Executive Director and staff that the Board approves Ordinance 2016-294, Authorizing Reduction in Certain Fees, at the March 16<sup>th</sup> Board meeting.

**ORDINANCE NO. 2016-294**  
**REDUCTION IN CERTAIN FEES**

**WHEREAS**, the DuPage Airport Authority (hereinafter the "Authority") is a duly authorized and existing airport authority under the laws of the State of Illinois;

**WHEREAS**, pursuant to the authority granted in 70 ILCS 5/8.04, the Authority may fix such fees as it deems advisable;

**WHEREAS**, pursuant to the authority granted in 70 ILCS 5/8.04, the Authority has levied fees on Specialized Aviation Service Organization operators on business transacted at the DuPage Airport;

**WHEREAS**, the Authority has deemed it advisable and in the public interest to reduce the fees levied on Specialized Aviation Service Organization operators by fifty percent (50%);

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the DuPage Airport Authority as follows:

**Section 1.** The above recitals are hereby incorporated as if once again fully set forth herein.

**Section 2.** The Specialized Aviation Service Organization operator fees levied by the Authority, as set forth in Appendix 4-B to the Authority's Minimum Standards adopted November 20, 2013, shall each be reduced by fifty percent (50%). In the event this fee reduction results in a reduced fee containing a fraction of a cent, the fee shall be rounded up to the next higher cent. No other fees set forth in Authority's Code, Minimum Standards or elsewhere are reduced by this Ordinance, including, but not limited to Permittee Fees as set forth in Appendix 4-B to the Minimum Standards.

**Section 3.** The provisions of this Ordinance shall be in full force and effect as of January 1, 2016.

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 March, 2016.


\_\_\_\_\_  
CHAIRMAN


(ATTEST)

\_\_\_\_\_  
SECRETARY



TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2016-2005; Award of Bid to Rosenbauer Minnesota, LLC.  
for the Procurement of One (1) 4x4 Aircraft Rescue and Firefighting Vehicle

DATE: March 8, 2016

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**SUMMARY:**

The Airport Authority's 2016 Capital Program includes the procurement of One (1) 4x4 1,500 Gallon Aircraft Rescue and Firefighting ("ARFF") Vehicle.

The new ARFF vehicle will replace a 1993 E-One 500 gallon ARFF vehicle that is at the end of its useful life and no longer reliable. The new vehicle will supplement the Authority's existing 2007 Rosenbauer 4x4 1,500 gallon ARFF vehicle.

Two (2) ARFF vehicles are always kept in service at the Aircraft Rescue and Firefighting Station located on the Flight Center Apron. In the event that one of the vehicles is undergoing maintenance, the other vehicle is ready to respond. The West Chicago Fire Protection District, through an Intergovernmental Agreement provides staffing of the vehicles with one (1) firefighter on a 24/7 basis for response to aircraft emergencies.

In addition to increasing emergency response reliability, procurement of the new vehicle will provide greater aircraft specific firefighting capabilities through increased water, foam and dry chemical capacity consistent with FAA firefighting index standards for the size of aircraft utilizing DuPage Airport.

A solicitation for sealed bids for procurement of the new vehicle was advertised in the February 5, 2016 edition of the *Daily Herald Newspaper*. Two (2) sealed bids were received and opened at 1:00 p.m. on February 29, 2016. Bid results are as follows:

Bidder	Model	Total
Rosenbauer Minnesota, LLC. Wyoming, MN	Panther 4x4 1,500 Gallon ARFF Vehicle	\$584,759 \$1,250 – 10 Year Water & Foam Piping Warranty \$11,696 – 5 Year Vehicle Warranty
Oshkosh Airport Products Appleton, WI	Striker 4x4 1,500 Gallon ARFF Vehicle	\$633,399 \$1,800 – 10 Year Water & Foam Piping Warranty \$10,014 – 5 Year Vehicle Warranty

Upon evaluation of the bids, it is apparent that Rosenbauer Minnesota, LLC. is the low, responsive and responsible bidder.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 16, 2016 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2016 Capital Budget	\$600,000
Rosenbauer Minnesota, LLC. F.O.B. DuPage Airport	(\$584,759)
10 Year Water & Foam Piping Warranty	(\$1,250)
5 Year Entire Vehicle Warranty	(\$11,696)
	\$2,295

**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:**

- ❑ Rosenbauer Panther 4x4 1,500 Gallon Exhibit.
- ❑ Proposed Resolution 2016-2005; Award of Bid to Rosenbauer Minnesota, LLC. for the Procurement of One (1) 4x4 Aircraft Rescue and Firefighting Vehicle.
- ❑ 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 2016-2005; Award of Bid to Rosenbauer Minnesota, LLC. for the Procurement of One (1) 4x4 Aircraft Rescue and Firefighting Vehicle.





**RESOLUTION 2016-2005**

**Award of Bid to Rosenbauer Minnesota, LLC. for the Procurement of One (1) 4x4 Aircraft Rescue and Firefighting Vehicle**

**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 One (1) Panther 4x4 Aircraft Rescue and Firefighting Vehicle; and

**WHEREAS**, the Authority has received and reviewed two (2) sealed bids on February 29, 2016; and

**WHEREAS**, it is apparent that Rosenbauer Minnesota, LLC. is the low, responsive and responsible bidder at a cost of \$597,705; and

**WHEREAS**, the Board of Commissioners of the Authority deem it to be in the best interests of the Authority to enter into a Purchase Order Contract with Rosenbauer Minnesota, LLC for the procurement of One (1) Panther 4x4 1,500 Gallon Aircraft Rescue and Firefighting Vehicle; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to generate the necessary Purchase Order Contract for the procurement of One (1) Panther 4x4 1,500 Gallon Aircraft Rescue and Firefighting Vehicle for a total cost of \$597,705 F.O.B. DuPage Airport; 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 Contract with Rosenbauer Minnesota, LLC and to take whatever steps necessary to effectuate the terms of said Purchase Order 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 March, 2016.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)


\_\_\_\_\_  
SECRETARY





TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2016-2006; Award of Bid to Reinders Inc. for the Procurement of One (1) Heavy Duty Turf Utility Vehicle

DATE: March 8, 2016

**SUMMARY:**

The Airport Authority's 2016 Capital Program includes the procurement of One (1) Heavy Duty Turf Utility Vehicle for Prairie Landing Golf Maintenance. This vehicle will allow for greater pay-load capacities in hauling materials (e.g. sand, gravel, dirt, expired cart-path materials, etc.).

The new vehicle will include secondary hydraulics which can power implements (e.g. turf aerators, topdressing units, etc.) that are utilized on the golf course. The golf course currently does not have a vehicle with a comparable weight rating and hydraulic capability of this type that can be dedicated to hauling materials and pulling implements.

A solicitation for sealed bids was advertised in the February 4, 2016 edition of the *Daily Herald Newspaper*. Four (4) sealed bids were received and opened at 2:30 p.m. on February 26, 2016. Bid results are as follows:

Bidder	Model	Total
Reinders Inc. Franklin Park, IL	Toro HDX #07385	\$19,328.02
Burriss Equipment Waukegan, IL	Jacobsen XD Truckster	\$19,960
JW Turf Hampshire, IL	John Deere Pro Gator 2030A	\$21,068.84
Technology International Lake Mary, FL	Jacobsen XD Truckster	\$25,500

Upon evaluation of the bids, it is apparent that Reinders Inc. is the low, responsive and responsible bidder.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 16, 2016 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2016 Capital Budget	\$22,000
Reinders Inc. Toro HDX #07385	(\$19,328.02)
F.O.B. Prairie Landing Golf Club	
	\$2,671.98

**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:**

- Toro HDX Exhibit
- Proposed Resolution 2016-2006; Award of Bid to Reinders Inc. for the Procurement of One (1) Heavy Duty Turf Utility Vehicle.
- 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 2016-2006; Award of Bid to Reinders Inc. for the Procurement of One (1) Heavy Duty Turf Utility Vehicle.



**RESOLUTION 2016-2006**

**Award of Bid to Reinders Inc. for the Procurement of One (1) Heavy Duty Turf Utility Vehicle**

**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 One (1) Heavy Duty Turf Utility Vehicle; and

**WHEREAS**, the Authority has received and reviewed four (4) sealed bids on February 26, 2016; and

**WHEREAS**, it is apparent that Reinders, Inc. is the low, responsive and responsible bidder at a cost of \$19,328.02; and

**WHEREAS**, the Board of Commissioners of the Authority deem it to be in the best interests of the Authority to enter into a Purchase Order Contract with Reinders, Inc. for the procurement of One (1) Toro Workman HDX #07385 Heavy Duty Turf Utility Vehicle; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to generate the necessary Purchase Order Contract for the procurement of One (1) Toro Workman HDX #07385 for a total cost of \$19,328.02 F.O.B. Prairie Landing Golf Club; 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 Contract with Reinders, Inc. and to take whatever steps necessary to effectuate the terms of said Purchase Order 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 March, 2016.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
HEAVY DUTY TURF UTILITY VEHICLE  
SOLICITATION NO. 2016-0202A**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

Reinders Inc  
 \_\_\_\_\_  
 (name of entity or individual)

3816 Cannanwood St.  
FRANKLIN PARK, IL 60131  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (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."

2/25/16                      Steven Stewart                      Operations Manager  
 (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 2016-2007; Award of a Garbage Disposal Services Contract to Advanced Disposal Services

DATE: March 8, 2016

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**SUMMARY:**

The Airport Authority's current contract with Advanced Disposal for garbage disposal services expires on April 15, 2016. Such services include garbage pickup at sixteen (16) Airport locations and two (2) Prairie Landing locations.

Staff solicited sealed bids for new garbage disposal service in the January 29, 2016 edition of the *Daily Herald Newspaper*. Six (6) sealed bids were received and opened at 2:00 p.m. on February 22, 2016. Bid results are as follows:

Bidder	Annual Service Cost
Advanced Disposal Services Batavia, IL	\$9,835
Molenhouse Enterprises, Inc. Warrenville, IL	\$10,408.67
Republic Services Elgin, IL	\$12,780
Groot Industries Elgin, IL	\$13,343.55
Waste Management Batavia, IL	\$15,641.56
K. Hoving West Chicago, IL	\$16,170

Upon evaluation of the bids, it is apparent that Advanced Disposal Services is the low, responsive and responsible bidder. Advanced Disposal Services has provided quality services to the Authority under the current contract.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 16, 2016 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.



**REVENUE OR FUNDING IMPLICATIONS:**

This service is funded in the 2016 Operating Budget.

Staff recommends award of a one (1) year Garbage Disposal Services Contract, subject to two (2) one (1) year extensions at the sole discretion of the Authority to Advanced Disposal Services. All pricing is to remain firm during the initial and subsequent terms, no additional fees or fuel surcharges are allowed. Contract term to commence on April 15, 2016.

**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 2016-2007; Award of a Garbage Disposal Services Contract to Advanced Disposal 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 2016-2007; Award of a Garbage Disposal Services Contract to Advanced Disposal Services.

**RESOLUTION 2016-2007**

**Award of a Garbage Disposal Services Contract to Advanced Disposal 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 sealed bids for a Garbage Disposal Services Contract;  
and

**WHEREAS**, the Authority has received and reviewed six (6) sealed bids on February 22, 2016;  
and

**WHEREAS**, it is apparent that Advanced Disposal Services Solid Waste Midwest, LLC. is the low, responsive and responsible bidder; and

**WHEREAS**, the Board of Commissioners of the Authority deem it to be in the best interests of the Authority to enter into a Contract with Advanced Disposal Services Solid Waste Midwest, LLC to provide garbage disposal services for one year; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Advanced Disposal Services Solid Waste Midwest, LLC for providing garbage disposal services at DuPage Airport Authority facilities during the term beginning April 15, 2016 and ending on April 15, 2017, subject to two (2) one (1) year extensions at the sole discretion of the Authority for an annual cost of \$9,835; 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 Advanced Disposal Services Solid Waste Midwest, LLC. 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 March, 2016.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2016-2007**

**DUPAGE AIRPORT AUTHORITY  
GARBAGE DISPOSAL SERVICES  
SOLICITATION NO. 2016-0127**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

Advanced Disposal Services Solid Waste Midwest, LLC  
(name of entity or individual)

1660 Hubbard Avenue  
Batavia, IL 60510  
\_\_\_\_\_  
(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.

<u>Elected Official</u>	<u>Office</u>	<u>Date</u>	<u>Amount</u>	<u>Form</u>
<u>James Long</u>	<u>Citizens for Rauner, Inc</u>	<u>10/20/2014</u>	<u>500.00</u>	<u>Check</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."

2/22/2016  
(date)

  
(signature)

Chief Operating Officer  
(title of signer, if a business)



# DUPAGE AIRPORT AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2016-2008; Award of a Master Agreement to DuPage Overhead Door, Inc. for On-Call Sectional Garage Door Repair and Maintenance Services

DATE: March 8, 2016

**SUMMARY:**

The Airport Authority's Building Maintenance Department utilizes the services of a Commercial Sectional Garage Door Maintenance and Repair Contractor for repairing various overhead garage doors on an as-needed basis throughout the Airport.

Section 6-23 of the Authority's Procurement Policy allows the Authority to enter into Master Agreements for this type of service for period of not longer than two (2) years with vendors who supply services and materials for lesser dollar amounts, where the Board of Commissioners believes it would not be cost effective or in the best interests of the Authority from a timing standpoint to bid individual items or services for a minor project. The Master Agreement shall not exceed \$25,000 annually or \$5,000 per project.

Staff solicited sealed bids for procurement of On-Call Commercial Sectional Garage Door Maintenance and Repair Services in the February 11, 2016 edition of the *Daily Herald Newspaper*. Four (4) sealed bids were received and opened at 3:30 p.m. on March 3, 2016. Bid results are as follows:

Bidder	M-F 7-3:30 Hourly Rate		After 3:30 M-F and Saturdays Hourly Rate		Sunday and Legal Holidays Hourly Rate		Material Markup %
	Journeyman	Apprentices	Journeyman	Apprentices	Journeyman	Apprentices	
DuPage Overhead Door Homer Glen, IL	\$ 105	\$ 90	\$ 125	\$ 105	\$ 135	\$ 125	10
Door Service Inc. McHenry, IL	\$ 135	\$ 135	\$ 202.50	\$ 202.50	\$ 270	\$ 270	10
Allied Door Inc. Lombard, IL	\$ 148	\$ 148	\$ 198	\$ 198	\$ 198	\$ 198	20
Anagnos Door Justice, IL	\$ 150	N/A	\$ 300	N/A	\$ 300	N/A	3

Upon evaluation of the bids, it is apparent that DuPage Overhead Door, Inc. is the low, responsive and responsible bidder. DuPage Overhead Door has provided quality services to the Authority under the current Master Agreement.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 16, 2016 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

This service is funded in the 2016 Operating Budget.

Staff recommends award of a two (2) year Master Agreement to DuPage Overhead Door, Inc. for the term commencing April 1, 2016 and ending on April 1, 2018 for an annual cost not-to-exceed \$25,000 or \$5,000 per project.

**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 2016-2008; Award of a Master Agreement to DuPage Overhead Door, Inc. for On-Call Sectional Garage Door Repair and Maintenance 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 2016-2008; Award of a Master Agreement to DuPage Overhead Door, Inc. for On-Call Sectional Garage Door Repair and Maintenance Services.

**RESOLUTION 2016-2008**

**Award of Master Agreement to DuPage Overhead Door, Inc. for On-Call Sectional Garage Door Repair and Maintenance 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 bids for the procurement of On-Call Sectional Garage Door Repair and Maintenance Services for a two (2) year period; and

**WHEREAS**, the Authority has received and reviewed four (4) sealed bids on March 3, 2016 for On-Call Sectional Garage Door Repair and Maintenance Services; and

**WHEREAS**, Section 6-23 of the Authority’s Procurement Code allows the Authority to enter into Master Agreements for a period of not longer than two (2) years with vendors who supply services and materials for lesser dollar amounts, where the Board of Commissioners believes it would not be cost effective or in the best interests of the Authority from a timing standpoint to bid individual items or services for a minor project; and

**WHEREAS**, pursuant to Section 6-23 of the Authority’s Procurement Code, the Board of Commissioners believes it is cost effective and in the best interest of the Authority to enter into a Master Agreement for the purpose of On-Call Sectional Garage Door Repair and Maintenance Services for a two (2) year period; and

**WHEREAS**, it is apparent that DuPage Overhead Door, Inc. is the low, responsive and responsible bidder at the following rates: a weekday hourly rate of \$105 for Journeymen and \$90 for Apprentices; an overtime hourly rate of \$125 for Journeymen and \$105 for Apprentices; a Sunday and legal holiday rate of \$135 for Journeymen and \$125 for Apprentices; and a 10% markup rate on parts and/or materials; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with DuPage Overhead Door, Inc. to provide On-Call Sectional Garage Door Repair and Maintenance Services to the Authority for a two (2) year term commencing on April 1, 2016 and ending on April 1, 2018 for an annual cost not-to-exceed \$25,000 or \$5,000 per project; 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 DuPage Overhead Door, 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 March, 2016.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2016-2008**

**DUPAGE AIRPORT AUTHORITY  
ON-CALL COMMERCIAL SECTIONAL GARAGE  
DOOR MAINTENANCE SERVICES  
SOLICITATION NO. 2016-0211**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

DUPAGE OVERHEAD DOOR  
(name of entity or individual)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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."

3/07/2016  
(date)

*Arturo J. Siles*  
(signature)


President  
(title of signer, if a business)






DUPAGE AIRPORT  
AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2016-2009; Delegation of Authority to the Executive  
Director to Procure One (1) Used Bucket Truck

DATE: March 8, 2016

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**SUMMARY:**

The Airport Authority's 2016 Capital Program includes \$50,000 for the procurement of one (1) used bucket truck. The newer used truck will replace a 1989 bucket truck that is utilized by DAA Building Maintenance and was purchased used in 2002. Primary use of the bucket truck includes repair and maintenance of roofs, street lighting and the Airport's beacon.

Staff desires a used truck with a 60' working height articulated boom, similar to the truck that is being replaced. Given the unique circumstances of locating a used truck that conforms with our requirements and may only be available to purchase for a limited time frame; staff is requesting that the Board of Commissioners delegate to the Executive Director the authority to accept a bid and enter into a contract immediately for the procurement of a used bucket truck.

Delegation of Authority is contingent upon the Executive Director accepting the lowest, responsive and responsible bid and the purchase amount is no greater than \$50,000.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 16, 2016 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

\$50,000 is included in the 2016 Capital Program for the procurement of a used bucket truck.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has previously reviewed the procurement of this item through the Board's Delegation of Authority to the Executive Director.

**ATTACHMENTS:**

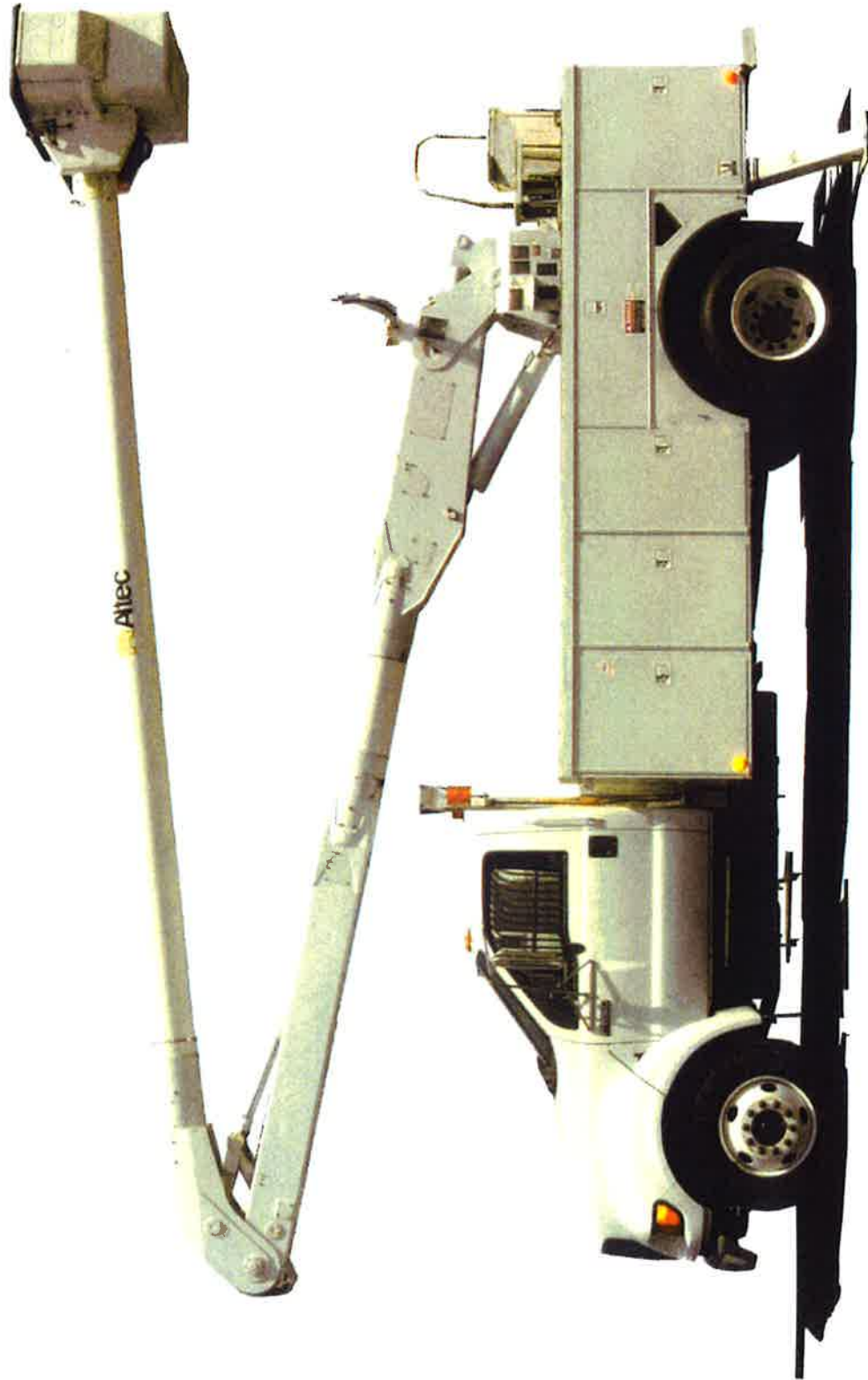
- Used Bucket Truck Exhibit – Articulated 60’ Boom.
- Proposed Resolution 2016-2009; Delegation of Authority to the Executive Director to Procure One (1) Used Bucket Truck.

**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 2016-2009; Delegation of Authority to the Executive Director to Procure One (1) Used Bucket Truck.



**RESOLUTION 2016-2009**

**Delegation of Authority to the Executive Director to  
Procure One (1) Used Bucket Truck**

**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's 2016 Capital Budget includes \$50,000 for the replacement of an existing twenty (20) plus year old bucket truck through the procurement of a used bucket truck; and

**WHEREAS**, a used bucket truck will need to conform with the specific requirements of the Authority; and

**WHEREAS**, a used bucket truck with the specific requirements of the Authority may only be available for a very limited period of time; and

**WHEREAS**, Chapter 6-5-3 of the DuPage Airport Authority Code (the "Code") permits the Board of Commissioners to delegate to the Executive Director the authority to accept a bid and enter into a contract immediately if the product or service involves unique subject matter; and

**WHEREAS**, the Board of Commissioners has determined that procurement of the used bucket truck constitutes a unique subject matter under Chapter 6-5-3 under the Code; and

**WHEREAS**, the Board of Commissioners deems it to be in the best interests of the Authority to delegate to the Executive Director the authority, without further action by the Board of Commissioners, to accept a bid and enter into a contract for the procurement of a used bucket truck, provided that the Executive Director accepts the lowest, responsive and responsible bid and the purchase amount is no greater than \$50,000; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby delegates to the Executive Director the authority to procure one (1) used bucket truck provided that the Executive Director accepts the lowest , responsive and responsible bid and the purchase amount is no greater than \$50,000.

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 March, 2016.

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CHAIRMAN


(ATTEST)


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SECRETARY

**RESOLUTION 2016-2009**

TO: Board of Commissioners

FROM: Mark Doles   
Director, Aviation Facilities and Properties

THROUGH: David Bird   
Executive Director

RE: Authorization of Proposed Resolution 2016-2010, Authorizing the Execution of an Intergovernmental Agreement with the West Chicago Fire Protection District for Aircraft Rescue and Fire Fighting Services

DATE: March 9, 2016

=====

**SUMMARY:**

Previously, the DuPage Airport Authority (“DAA”) and the West Chicago Fire Protection District (“WCFPD”) entered into an Intergovernmental Agreement (“IGA”) to provide aircraft rescue and firefighting (“ARFF”) services on DuPage Airport. This IGA provides 24/7/365 coverage on the airport by WCFPD trained personnel. In addition to the ARFF services provided, WCFPD personnel also conduct airfield checks and will provide annual Automatic External Defibrillator (AED), Cardio Pulmonary Resuscitation (CPR), Bloodborne Pathogens, Basic First Aid and Fire Extinguisher Training to DAA employees at no cost.

The original memo from 2009 from Executive Director Bird to the Board is included for reference.

This is a request for authorization to enter into a new IGA for a term commencing January 1, 2016 through May 31, 2020.

**PREVIOUS COMMITTEE/BOARD ACTION:**

- |                   |   |
|-------------------|---|
| February 11, 2015 | Board adopts Resolution 2015-1910, Authorizing the Modification of Compensation Rates for Fire Protection Services (to reflect rates from a new 3-year labor contract with an effective date of June 1, 2014) |
| September 9, 2009 | Board adopts Resolution 2009-1479, Authorizing Execution of an IGA with the WCFPD   |

**REVENUE OR FUNDING IMPLICATIONS:**

The costs associated with this IGA are included in the DAA FY'16 operating budget and will be included in future budgets by staff.

WCFPD labor costs to the DAA for this fiscal year will be \$436,222 under this IGA.

The current labor agreement for the WCFPD expires May 31, 2017. Any costs beyond that date are estimates provided by the WCFPD.

This IGA, along with the previous IGA, allows for a review of the new labor costs that would be in place effective June 1, 2017. The DAA has the ability to either agree to the new costs caused by the new labor contract or the right to terminate the IGA.

**STAKEHOLDER PROCESS:**

Not applicable.

**LEGAL REVIEW:**

Authority Legal Counsel drafted the Resolution and original IGA along with required changes to update the IGA to its current proposed form.

**ATTACHMENTS:**

- September 2009 memo to the Board from Executive Director Bird
- Memo from Atty. Garner
- Proposed Resolution 2016-2010, Authorizing the Execution of an Intergovernmental Agreement with the West Chicago Fire Protection District for Aircraft Rescue and Fire Fighting Services
- Proposed Intergovernmental Agreement with the WCFPD

**ALTERNATIVES:**

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

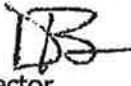
**RECOMMENDATION:**

It is the recommendation of the Executive Director and staff that the Board approves Resolution 2016-2010, Authorizing the Execution of an Intergovernmental Agreement with the West Chicago Fire Protection District for Aircraft Rescue and Fire Fighting Services, at the March 16<sup>th</sup> Board meeting.



# DUPAGE AIRPORT AUTHORITY

**TO:** DuPage Airport Authority  
Board of Commissioners

**FROM:** David Bird   
Executive Director

**RE:** Proposed Resolution 2009-1479; Authorizing the Execution of an Intergovernmental Agreement with the West Chicago Fire Protection District for Aircraft Rescue and Firefighting Services.

**DATE:** September 3, 2009

---

**SUMMARY:**

The West Chicago Fire Protection District (WCFPD) has been providing Aircraft Rescue and Firefighting Services for the DuPage Airport Authority for many years out of the fire station located on the east side of the airfield. With the continued evolution of the Airport into one of the busiest corporate and general aviation airports in the State of Illinois, the increase in the number of operations by larger business class aircraft has resulted in the Authority and the WCFPD raising the service levels to correspond to the changing operations and fleet mix. These changes have taken the form of enhanced personnel coverage to respond to aircraft emergencies and the purchase of a larger aircraft rescue and firefighting vehicle that greatly increased our response capability.

The facility the WCFPD leases from the Airport is one of two fire stations it operates – the other one is in downtown West Chicago. However, the District is in the process of constructing two new fire stations that they intend to take occupancy of in January 2010, with the intent of abandoning the Airport facility, thus increasing the emergency response time to the Airport. Unless we have trained firefighters that can respond to aviation emergencies within 2-3 minutes as we do now, there will be a significant degradation of our emergency response capability.

With that as a backdrop, we have been negotiating an Intergovernmental Agreement with the WCFPD to maintain a presence at the Airport facility with personnel dedicated to respond to aviation incidents on a 24/7/365 basis. The first priority is to preserve the emergency response capability for our users by having 24-hour coverage by trained WCFPD personnel. Since we know that this service level will result in higher costs, the next priority was to attempt to reduce our costs in other areas without negatively impacting the safety or security of the Airport. In this regard we were able to include in the IGA a requirement that the WCFPD personnel assigned to the Airport conduct daily perimeter checks of the airfield, reporting any security, wildlife or operational issues that should be addressed by Authority personnel. In addition, the on-duty personnel will also be required to conduct daily runway checks and report any safety concerns that should be addressed such as foreign object debris (FOD) and/or runway and taxiway lights that are out. These additional services provided by the WCFPD, when combined with the new security system coming on line this year, will allow us to eliminate the nightly security patrols by the contract security agency at an annual savings of approximately \$60,000.



Based upon the information provided by the WCFPD, it will take the equivalent of three fulltime firefighters to staff the AARFF unit on a 24/7/365 basis at a cost of \$333,947. In addition, the Authority will cover the costs of training, vehicle maintenance, and certain maintenance of the facility housing the ARFF unit. All costs will be fully defined within the IGA.

**PREVIOUS COMMITTEE/BOARD ACTION:**

This item was brought to the Capital Development, Leasing and Customer Fees Committee at a Special Meeting on September 2, 2009 for discussion and review in order for the committee to have an opportunity to review the proposed terms and provide input prior to taking it forward for action.

**REVENUE OR FUNDING IMPLICATIONS:**

At this time the Authority pays the WCFPD approximately \$109,000 per year. Under the IGA the costs will rise to \$333,947. These costs will be set in the IGA but will be revised based upon the new labor contract the WCFPD enters into in June 2012. At that time, if we are unhappy with the new labor rates, we have the opportunity to opt out of the IGA. However, there will be an offset because with the enhanced services the WCFPD will be providing we will be able to scale back or eliminate the security contract we have in place for nighttime patrols.

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

Phil Luetkehans is providing the legal counsel and review of the IGA.

**ATTACHMENTS:**

- Map of the locations of new West Chicago Fire Department Stations.
- Projected Airport Staff Costs – January 1, 2010 – January 1, 2011.
- Draft Intergovernmental Agreement. (Provided Under Separate Cover).
- Proposed Resolution 2009-1479; Authorizing the Execution of an Intergovernmental Agreement with West Chicago Fire Protection District for Aircraft Rescue and Fire Fighting Services. (Provided Under Separate Cover)

**ALTERNATIVES:**

The Board can deny, modify or amend this issue.

**RECOMMENDATION:**

Subject to the favorable recommendation of the Capital Development, Leasing and Customer Fees Committee at the September 9, 2009 Meeting; it is the recommendation the Executive Director and Staff that the Board approve Proposed Resolution 2009-1479; Authorizing the Execution of an Intergovernmental Agreement with West Chicago Fire Protection District for Aircraft Rescue and Fire Fighting Services.

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**MEMORANDUM**

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**TO:** Capital Development, Leasing and Customer Fees Committee  
Board of Commissioners, DuPage Airport Authority

**FROM:** Bruce E. Garner

**SUBJECT:** West Chicago Fire Protection District

**DATE:** March 4, 2016

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In 2009, the DuPage Airport Authority ("Authority") and the West Chicago Fire Protection District ("WCFPD") entered into an Intergovernmental Agreement ("IGA") which provided for the licensing of Authority-owned fire trucks, the lease of the Authority's fire station and an agreement regarding the staffing of the Authority's fire station with the WCFPD. The current IGA expired on December 31, 2015 and the parties have negotiated another Intergovernmental Agreement covering the same issues. This proposed IGA will expire on May 31, 2020.

Other than the extension of the term, the license of the Authority-owned fire trucks is identical to the prior license. It requires all maintenance and repair costs to be paid by the Authority, with the exception of routine maintenance checks, which will be the responsibility of the WCFPD. The IGA again requires both parties to insure the equipment and name each other as additional insureds.

As to the lease of the Authority-owned fire station, the Authority will continue its general maintenance responsibility over the building, with the WCFPD providing cleaning and light maintenance that can be handled by one person. The WCFPD is required to insure the building and name the Authority as an additional insured.

As to the provision of fire protection services, the WCFPD will again be required to provide one firefighter 24 hours per day, 365 days per year, who will stay at the DuPage Airport at all times and be available to provide fire protection services exclusively to the DuPage Airport. The firefighter shall have aircraft rescue firefighter training. On May 31, 2017, the current labor contract for the WCFPD will be expiring. As with the prior IGA, upon expiration of the labor contract, the Authority will have the ability to either agree to the new costs caused by the new labor contract or the right to terminate the Intergovernmental Agreement. Besides manning the station, the firefighter will be responsible for airfield perimeter checks and a nightly runway check. The IGA also contemplates an annual training of the firefighters, as well as the WCFPD providing annual automatic external defibrillator, CPR and fire extinguisher training to Authority employees.

Against that backdrop, I would recommend execution of this Intergovernmental Agreement.

**RESOLUTION 2016-2010**  
**AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT**  
**WITH THE WEST CHICAGO FIRE PROTECTION DISTRICT**

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency; and

**WHEREAS**, the DuPage Airport Authority ("Airport Authority") and the West Chicago Fire Protection District ("WCFPD") are units of local government as defined in the Illinois Constitution; and

**WHEREAS**, the Airport Authority and the WCFPD are public agencies pursuant to the Intergovernmental Cooperation Act; and

**WHEREAS**, the Airport Authority and the WCFPD recognize the need to cooperate relating to public safety; and

**WHEREAS**, on September 24, 2009, the Airport Authority and the WCFPD entered into an Intergovernmental Agreement whereby the Airport Authority licensed certain firefighting equipment and leased the Airport Fire Station to WCFPD which expired on December 31, 2015; and

**WHEREAS**, the Airport Authority and WCFPD desire to execute another Intergovernmental Agreement for the license of the firefighting equipment, the lease of the Fire Station and the staffing of the Fire Station; and

**WHEREAS**, the Airport Authority believes it is in the best interests of the Airport Authority to enter into said Intergovernmental Agreement; and

**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 Intergovernmental Agreement attached hereto as Exhibit A, and take whatever steps necessary to effectuate the terms of said Intergovernmental Agreement.

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 March, 2016.

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2016-2010**

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE DUPAGE AIRPORT AUTHORITY AND  
THE WEST CHICAGO FIRE PROTECTION DISTRICT**

This Agreement is made and entered into as of January 1, 2016, by and between the DuPage Airport Authority, an Illinois municipal corporation (hereinafter the "Airport") and the West Chicago Fire Protection District, an Illinois fire protection district (hereinafter the "District") collectively referred to as the "Parties," which have approved this Agreement in the manner provided by law.

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency; and

**WHEREAS**, the Parties are units of local governments as defined in the Illinois Constitution; and

**WHEREAS**, the Parties are public agencies pursuant to the Intergovernmental Cooperation Act; and

**WHEREAS**, the Parties recognize the need to cooperate in maintaining their concern for public safety; and

**WHEREAS**, the Airport recognizes the benefit of services provided by the District and having its fire and emergency medical personnel and equipment located on Airport property; and

**WHEREAS**, the Airport recognizes that the District will provide a valuable and essential service to the patrons of the Airport and thus, in consideration, hereby agrees to consider a future plan of compensation to make payments to the District to assist the District in its efforts to deliver high-quality fire and emergency medical services for the visitors of the Airport; and

**WHEREAS**, the District recognizes the Airport's importance to the economic stability and growth of the area; and

**WHEREAS**, the Parties have previously entered into a Fire Truck Equipment License dated May 1, 2008 ("Previous License"), a Fire Station Lease dated September 1, 2005 ("Previous Lease") and at Letter of Agreement dated October, 2008 ("Letter of Agreement"); and

**WHEREAS**, on September 24, 2009, the Parties also entered into an Intergovernmental Agreement regarding the license of certain firefighting equipment and the lease and staffing of the Airport fire station; and

**WHEREAS**, the Parties desire to continue this relationship; and

**WHEREAS**, the Airport and the District believe it is in their best interests to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and mutual covenants contained herein, the West Chicago Fire Protection District and the DuPage County Airport Authority agree as follows:

### **EQUIPMENT LICENSE**

1. **TERM.** The Term of this Agreement is January 1, 2016 through and including May 31, 2020, subject to termination or extension as set forth in this Agreement. In the event the Fire Protection Services portion of this Agreement is terminated pursuant to paragraph 34 of this Agreement, the Equipment License and Fire Station Lease contemplated by the Agreement shall terminate as of that date.

2. In consideration of the mutual covenants and agreements herein contained, the machinery and equipment designated in Exhibit 1 (the "Equipment") is hereby licensed to District by Airport solely for the purposes set forth in Paragraph 5 hereof upon the following terms and conditions.

3. **DELIVERY AND ACCEPTANCE.** District acknowledges that the Equipment is in good order and condition, that District is satisfied with same and that Airport has made no representation or warranty, express or implied, with respect to each such item of Equipment. All Equipment is licensed unto District in an "as-is" condition.

4. **OWNERSHIP AND STATUS OF EQUIPMENT.** The Equipment will be deemed personal property regardless of the manner in which it may be attached to any other property. Airport shall be deemed to have retained title to the Equipment at all times unless the Airport transfers title by sale. District shall immediately advise Airport regarding any notice of any claim, levy, lien or legal process issued against the Equipment. Airport represents that it owns all Equipment licensed herein free and clear of all liens.

5. **USE OF EQUIPMENT.** District's use of the Equipment is restricted, as follows:

District shall use said Equipment only for airport and aircraft related fire and rescue. Equipment shall not be moved from the Airport's property except in the case of airport and aircraft related fire and rescue, training, fueling and maintenance of said Equipment and in such cases of removal unrelated to airport fire and rescue, District shall notify Airport and obtain Airport's consent prior to its removal and immediately inform Airport of its return.

6. **MAINTENANCE, REPAIR AND OPERATION OF EQUIPMENT.** All maintenance and repair costs of the Equipment shall be paid by Airport, with the exception of routine maintenance checks, which will be the responsibility of District, and which District

agrees to have performed according to schedules recommended by the manufacturer. Further, any repair or maintenance costs due to abuse or neglect of the Equipment shall be the responsibility of District. The Equipment is being licensed in an "as-is" condition. The Equipment may only be used and operated by District in a careful and proper manner. Its use must comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the Equipment, including registration and/or licensing requirements, if any.

7. **AIRPORT'S RIGHT OF INSPECTION.** Airport shall have the right to inspect the Equipment during District's normal business hours.

8. **RETURN OF EQUIPMENT.** At the end of the Term of this Agreement or otherwise when requested by Airport, District shall be obligated to immediately return the Equipment to Airport.

9. **ALTERATIONS BY DISTRICT.** District shall be permitted to make alterations to the Equipment with the prior written consent of Airport if such alterations improve the capabilities of the Equipment in carrying out its essential functions and do not reduce the value of the Equipment or significantly alter the purposes for which the Equipment is designed. All alterations shall be the property of Airport and subject to the terms of this Agreement. All alterations shall comply with all District's insurance requirements and with all applicable statutes and regulations of the County of DuPage, State of Illinois or the United States of America and its agencies.

10. **RISK OF LOSS OR DAMAGE.** District assumes all risks of loss, theft, destruction or damage to the Equipment from any cause and agrees to return the Equipment to Airport in the condition received from Airport, normal wear and tear excepted.

11. **EQUIPMENT WAIVER AND INDEMNITY.**

A. General Waiver. Airport, or any of its officers, commissioners, agents, consultants, contractors or employees, shall not be liable, and District hereby waives and releases them from any liability, damages or loss for: any injury to or death of any person, injury or damage to property, theft, robbery, pilferage of property, or loss of the use of any property sustained by District or by other persons arising out of or relating to the Equipment becoming out of repair, or due to the happening of any accident or event arising out of use of the Equipment by District, or due to any act or neglect of any other person.

B. Indemnity. Notwithstanding any covenant to insure the Equipment, and in addition thereto, District agrees to indemnify, defend by counsel of Airport's choice, and hold Airport and its officers, commissioners, agents, consultants, contractors 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 arising from District's use and operation of the Equipment, or

the conduct of its business, or from any activity, work, or thing done, permitted or suffered by District in connection with the Equipment, or from any breach or default on the part of District in the performance of any covenant or agreement on the part of District to be performed pursuant to the terms of this Agreement, or due to any other act or omission of District, or any of its employees, agents, licensees, invitees or contractors.

12. **ASSIGNMENT; SUBLICENSE.** District may not sublicense the Equipment. District shall not assign, convey, encumber, mortgage, pledge, hypothecate or otherwise transfer this Agreement or any interest under it or allow any transfer of or any lien upon District's or Airport's interest by operation of law or otherwise.

13. **INSURANCE OF EQUIPMENT.** Airport and District shall, at their expense, carry insurance during the entire Term of this Agreement (and prior thereto, to the extent hereinafter provided) insuring itself and insuring the other Party as an additional insured under the coverage required pursuant to the subparagraphs below with companies qualified to do business in the State of Illinois and rated A-/VII or better in the most recent edition of Best's Insurance Reports (or the equivalent thereof if Best's Insurance Reports is no longer published) in the following amounts for each separate item of Equipment listed in Exhibit I(A) and (B):

A. comprehensive liability insurance covering the Equipment, in an amount not less than Ten Million Dollars (\$10,000,000) combined single limit per occurrence, and if District has an existing insurance policy covering its fire trucks and other fire-fighting and emergency response equipment, District shall add the Equipment to the existing policy; and

B. insurance covering physical damage or loss of the Equipment at limits that Airport reasonably believes to be the full replacement costs of the Equipment.

The Parties shall, prior to the commencement of the Term of this Agreement and from time to time during the Term, furnish to the other Party certificates evidencing the foregoing insurance coverage showing the other Party, its officers, agents and employees, as additional insureds. All policies and certificates shall state that such insurance coverage may not be reduced or canceled without at least thirty (30) days' prior written notice to the other Party.

14. **TAXES AND LICENSES.** All taxes, licenses and other expenses associated with the Equipment shall be paid by District.

15. **AIRPORT'S WARRANTY.** Airport makes no warranties unto District regarding the Equipment, all Equipment being licensed in "as-is" condition.

#### **FIRE STATION LEASE**

16. **PREMISES.** In consideration of the mutual covenants and agreements herein contained, the premises described on the attached Exhibit 2 (the "Premises"), including the land and the use of a fire station and the buildings thereon at 2705 International Drive, West Chicago,



IL, are hereby leased to District by Airport solely for purposes upon the following terms and conditions.

17. **USE.** District shall have the right to use the Premises for the garaging, maintenance and service of the Equipment to be used in firefighting.

18. **CONDITION; UPKEEP.** District has examined and knows the condition of the Premises and shall be conclusively presumed to have accepted the Premises in the condition existing on the date hereof and to have waived all claims relating to the condition of the Premises. District acknowledges that no representations as to the condition or repair of the Premises have been made by Airport prior to or at the execution of this Agreement. The Airport shall, at its own expense, keep all portions of the Premises (including, without limitation, all structural and exterior elements, roof, heating, ventilating, plumbing, air conditioning, electrical systems, components, equipment and fixtures) in good order, condition and repair during the term of this Agreement, including replacing all broken glass with glass of the same size and quality and replacing damaged plumbing, water pipes, doors, docks, dock bumpers, sprinklers, frames and other equipment and fixtures with others of equal quality. However, the District shall perform all maintenance that can be safely handled by one person. The Airport shall maintain and repair, to the extent necessary, the parking lot, including, but not limited to, sealing, resurfacing, striping and snow removal. District, at its own expense, shall keep the Premises in a clean and healthful condition according to all applicable federal, state, local and municipal statutes, ordinances, regulations at the direction of the appropriate public officials, and, upon termination of this Agreement, will yield up the Premises in clean, good and tenantable condition and repair, ordinary wear excepted, failing which Airport may restore the Premises as necessary and District shall reimburse Airport promptly upon demand for such restoration. District shall, at its own expense, provide its own garbage removal, and shall not allow or permit accumulation of debris in the Premises or adjacent thereto. In addition, the cost of performing any maintenance or repairs caused by the negligence of District, its employees, agents, servants, licensees, sublessees, contractors or invitees, or by the failure of District to perform its obligations under this Agreement, shall be paid by District, except to the extent of insurance proceeds, if any, actually collected by Airport with regard to the damage necessitating such repairs.

19. **NON-LIABILITY.** Airport shall not be liable for damage to or theft or misappropriation of property belonging to District or any person.

20. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** District shall not use or store any Hazardous Materials, and shall at all times operate the Premises and all adjacent areas in full compliance with Environmental Laws. For purposes of this paragraph, "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois or the United States government, including but not limited to any material or substance which is (i) defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; or (vi) designated as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C.A. 6901, or a "hazardous substance" under the Clean Water Act, 33 U.S.C.A. 1251 *et seq.*, or any other state

or federal statute regulating air, water or Hazardous Materials ("Environmental Laws"). District shall indemnify and hold Airport harmless from any and all claims, costs, and charges (including reasonable attorney's fees) arising out of District's failure to comply with this paragraph. This paragraph shall survive expiration or termination of this Agreement.

21. **ALTERATIONS BY DISTRICT.** District shall not make any alterations, improvements or installations, or do any remodeling or construction in or about the Premises without the advance written consent of Airport. District shall pay the cost of any approved alterations, improvements or installations, remodeling or construction and also the cost of redecorating of the Premises occasioned by such work. All work shall comply with all Airport's insurance requirements and with all applicable local ordinances and regulations and all applicable statutes and regulations of the State of Illinois or the United States and its agencies.

Before commencement of any approved work or delivery of any materials onto the Premises, District shall furnish the following to the Airport: (a) complete, detailed, AIA-stamped architectural plans and specifications (provided, however, that Airport shall not require AIA-stamped plans if local building codes and ordinances do not so require); (b) names and addresses of all contractors; (c) copies of all contracts and necessary permits and licenses; (d) indemnification in form and amount satisfactory to Airport, any holder of a mortgage on the Building or land thereunder and the record owner of the Building against any and all liens, claims, costs, damages, liabilities and expenses which may arise in connection with such alteration, construction or remodeling; (e) waivers of lien; and (f) certificates of insurance from all contractors performing Labor or furnishing materials insuring Airport, any holder of a mortgage on the Building or land thereunder and the record owner of the Building against any and all liabilities in connection with alterations, improvements or installations, remodeling or construction. All such work shall be done only by contractors or mechanics approved by Airport and at such time and in such manner as Airport may from time to time designate. District shall pay the cost of all such work. All such work shall be in compliance with all applicable legal, governmental and quasi-governmental requirements, ordinances and rules (including the Board of Fire Underwriters), and all requirements of applicable insurance companies. All such work shall be done in a good and workmanlike manner and with the use of good grades of materials. Upon completion of the work, District shall furnish to Airport all sworn statements, contractors' affidavits and full and final waivers of Lien and receipted bills covering payment for all labor and materials.

22. **ADDITIONS; PERSONAL PROPERTY.** All permanently affixed additions, hardware, non-trade fixtures and all improvements in or upon the Premises, whether placed there by District or Airport, shall, unless Airport requires their removal by District, become Airport's property and shall remain upon the Premises at the termination of this Agreement by lapse of time or otherwise without compensation or allowance of credit to District. If, upon Airport's request, District does not remove such additions, hardware, non-trade fixtures and improvements, Airport, at its discretion, may remove the same at District's cost.

District shall remove all District's furniture, machinery, safes, trade fixtures and other items of personal property of every kind and description, owned by District, from the Premises and shall return the Premises to its original condition (ordinary wear and tear excepted) prior to

the end of the Term of this Agreement, however ended, with no obligation to reverse the initial build-out. If not so removed by District, Airport may, at Airport's sole and absolute discretion, either: (i) remove such items at District's cost; or (ii) retain such items which shall conclusively be presumed to have been conveyed by District to Airport under this Agreement as a bill of sale without further payment or credit to District.

**23. USE OF PREMISES.**

A. District shall occupy and use the Premises during the Term for the purpose specified above and none other and will not allow the Premises to be occupied in whole or in part by any other person or entity.

B. District will not make or permit to be made any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance or regulation or which may be dangerous to life, limb or property, or which may injure the reputation of Airport, or which might tend to impair the record owner's title to the Building or any portion thereof, or in such manner as might make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Building or any portion thereof, or increase the fire hazard of the Building or which may invalidate or increase the premium cost of any policy of insurance affecting the Building or covering its operations or violate the terms thereof and if any additional amounts of insurance premiums are payable as a result of District's occupancy or use of the Premises, District shall pay to Airport any such additional amounts on demand.

C. District shall not display, inscribe, print, paint, maintain or affix on any place on the exterior of the Building any sign, notice, legend, direction, figure or advertisement except as approved in advance in writing by Airport and in strict compliance with zoning ordinances.

D. District shall not create, permit or maintain any unreasonable noise, vibration, fumes, odor or other objectionable nuisance. In the event Airport, in its sole and absolute discretion, determines that such nuisance exists, District shall correct the situation immediately upon receipt of oral or written notice from Airport. Failure to do so shall be a default under this Agreement and shall subject District to all remedies provided to Airport, including, but not limited to, immediate cancellation of this Agreement.

E. District shall not waste electricity, water, heat or air conditioning and shall cooperate fully with Airport to assure the most effective and efficient operation of the electrical, plumbing and heating, ventilation and air conditioning systems of the Building.

F. Upon termination this Agreement or of District's possession of the Premises for any reason, District shall surrender all keys to the Premises and shall make known to Airport the explanation of and deliver all keys to all locks on safes, cabinets and vaults.

G. District assumes full responsibility for protecting the Premises from theft, robbery and pilferage. Except during District's normal business hours, District shall be responsible for the locking of doors and the closing of windows in and to the Premises and shall be responsible for any damage resulting from the failure to do so.

H. If District desires telegraphic, telephonic, burglar alarm or signal service, District shall install and pay for same; provided, however, that Airport shall direct where and how connections and all wiring for such services shall be introduced and run. Without such direction, no boring, cutting or installation of wires or cables shall be permitted.

24. **SERVICES.**

A. Airport shall pay directly for all electric, gas, water, fuel and other utilities used or consumed in the Premises, including the cost of installing any separate meters.

B. Airport shall not be liable for the failure of services on account of machinery or equipment breakdown, strikes, accidents, unavoidable delays, civil commotion, riots, picketing, whether legal or illegal, inability to obtain fuel or supplies or any other causes beyond the reasonable control of Airport. No such failure of services shall give rise either to claims for damages or rent abatement.

25. **PROPERTY WAIVER AND INDEMNITY.**

A. General Waiver. In addition to and without limiting or being limited by any other releases or waivers of claims in this Agreement, to the extent not prohibited by law, Airport, or any of its officers, commissioners, agents, consultants, contractors or employees, shall not be liable, and District hereby waives and releases them 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 District or by other persons arising out of or relating to the Premises or Building becoming out of repair, or due to the happening of any accident or event in or about any part of the Premises or Building, or due to any act or neglect of any other person; provided, however, that District does not waive or release Airport, or any of its officers, commissioners, agents, consultants, contractors or employees, from liability for their respective negligence or willful misconduct which causes any injury to or death of any person.

B. Special Waivers. In addition to and without limiting or being limited by any other releases or waivers of claims in this Agreement, to the extent not prohibited by law, and also notwithstanding that Airport may or does establish security controls or regulations from time to time, District further agrees that all personal property in or upon the Premises or Building shall be at the risk of District only, and that Airport, or any of its officers, commissioners, agents,

consultants, contractors or employees, shall not be liable, and District hereby waives and releases them from any liability, for any injury or damage thereto or theft, robbery, pilferage, loss or loss of the use thereof.

District acknowledges and agrees that the terms and conditions of this Agreement are fair and reasonable, that this Agreement represents an arm's length transaction between Airport and District, that Airport has not favored District over other lessees of Airport nor discriminated against District with respect to other lessees of Airport and that District has been represented by competent legal counsel in connection with this Agreement. District hereby waives and forever releases and discharges Airport from and against any and all of its claims, actions, liabilities, damages, losses and expenses arising or accruing prior to the date hereof with respect to this Agreement.

C. Waiver of Subrogation. Notwithstanding any other provisions herein, Airport and District each releases the other and, on behalf of its insurers, waives its entire right to recovery against the other for loss or damage to the waiving Party and its property to the extent that the loss or damage is customarily insurable by property insurance policies described in this Agreement. This waiver shall not be effective to relieve Airport or District of liability if either Party fails to maintain such property insurance.

D. Indemnity. In addition to and without limiting or being limited by any other indemnity in this Agreement, but rather in confirmation and furtherance thereof, District agrees to indemnify, defend by counsel reasonably acceptable to Airport and hold Airport, and its officers, commissioners, agents, consultants, contractors 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 not owned by Airport occurring in or about the Premises or Building arising from District's occupancy of the Premises or Building, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by District in or about the Premises or Building, or from any breach or default on the part of District in the performance of any covenant or agreement on the part of District to be performed pursuant to the terms of this Agreement, or due to any other act or omission of District, or any of its employees, agents, licensees, invitees or contractors.

26. **ASSIGNMENT; SUBLETTING.** District may not sublet the Premises or any part of them without the written consent of Airport. District shall not assign, convey, encumber, mortgage, pledge, hypothecate or otherwise transfer this Agreement or any interest under it or allow any transfer of or any lien upon District's interest by operation of law or otherwise.

27. **TITLE; SUBORDINATION.** Airport's title to the Building is and always shall be paramount to the title of District and nothing in this Agreement shall empower the District to do any act which would or might encumber the title of Airport. This Agreement and the rights of

District hereunder shall be and are subject and subordinate at all times to the lien of any mortgage now or hereafter existing encumbering the Building or any part thereof, and all amendments, renewals, modifications and extensions of and to any said mortgage, and to any and all advances made or in the future to be made upon the security of said mortgage. District shall execute and deliver such further instruments required in connection with such subordination as shall be requested by Airport from time to time.

28. **DAMAGE BY FIRE OR OTHER CASUALTY.** If either the Premises or the Building is rendered substantially untenable by fire or other casualty, Airport may elect by giving District written notice within 120 days after the date of said fire or casualty, either to:

- A. terminate this Agreement as of the date of the fire or other casualty; or
- B. proceed to repair or restore the Premises or the Building, other than additions or improvements and personal property installed by District, to substantially the same condition as existed immediately prior to such fire or casualty.

If Airport elects to proceed pursuant to subsection (B) above, Airport's notice shall contain Airport's estimate, in its sole and absolute discretion, of the time required to substantially complete such repair or restoration. If such estimate indicates that the time so required will exceed one hundred eighty (180) days from the date of the casualty, then District shall have the right to terminate this Agreement as of the date of such casualty by giving written notice to Airport not later than twenty (20) days after the date of Airport's notice. If Airport's estimate indicates that the repair or restoration can be substantially completed within one hundred eighty (180) days, or if District fails to exercise its said right to terminate this Agreement, this Agreement shall remain in force and effect. If all or any part of the Premises are damaged by fire or other casualty and this Agreement is not terminated, District shall promptly and with due diligence repair and restore the leasehold additions, improvements and personal property previously installed by District pursuant to this Agreement.

29. **MECHANIC'S LIEN.** District will not permit any mechanic's or materialman's liens to be placed upon the Premises or the Building during the term of this Agreement and will promptly pay any such liens if filed. If default in payment of any such lien continues for fifteen (15) days after notice from Airport, Airport shall have the right and privilege at its own option of paying any such liens or any portion of them without inquiry as to their validity, and any amounts so paid, including expenses, attorney's fees and interest, shall be Additional Rent under this Agreement and shall be repaid by District immediately upon rendition of a bill by Airport; provided, however, that District may contest payment to a contractor if a bond or other security is posted for the lien amount.

30. **ESTOPPEL CERTIFICATE.** District agrees, at any time, and from time to time, upon not less than ten (10) days' prior notice from Airport, to execute, acknowledge, and deliver to Airport, a statement in writing addressed to Airport certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the

Additional Rent and other charges have been paid, stating that District is or is not in possession of the Premises (as the case may be), stating whether or not to the best knowledge of the signer of such certificate, there exists any default by Airport in the performance of any covenant, agreement, term, provision, or condition contained in this Agreement, and, if so, specifying each such default of which the signer may have knowledge, and stating such other information as may be requested, it being intended that any such statement delivered pursuant hereto may be relied upon by Airport and by any mortgagee or purchaser or prospective purchaser or mortgagee of the Building or the Building and the land thereunder.

**31. PROPERTY INSURANCE.**

A. District's Insurance. District shall, at its expense, carry insurance during the entire Term (and prior thereto, to the extent hereinafter provided) insuring District, and insuring Airport as an additional insured, under the coverage required pursuant to Clause (A)(i) hereof), in companies qualified to do business in the State of Illinois and rated A-/VII or better in the most recent edition of Best's Insurance Reports (or the equivalent thereof if Best's Insurance Reports is no longer published), with such coverages and in the following amounts:

- (i) During the Term, and at any time prior to the Term when District is causing any work to be done at the Premises, commercial general liability insurance with the broad form comprehensive liability endorsement, including contractual liability insurance covering District's indemnity obligations hereunder in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, and District's general liability insurance policy shall provide Airport primary and non-contributory coverage;
- (ii) During the Term, and at any time prior to the Term when District is causing any work to be done at the Premises, comprehensive automobile liability insurance covering all owned, non-owned and hired automobiles of District, including the loading and unloading of any automobile, in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence;
- (iii) fire and extended coverage insurance for what Airport reasonably believes to be the full replacement cost of the Building and fire and extended coverage for what Airport reasonably believes to be the full replacement cost of the alterations, additions and improvements to the Premises, but excluding District's contents, trade fixtures, furniture and equipment, with normal and customary deductibles;
- (iv) During the Term and at any time prior to the Term when District is causing any work to be done at the Premises, "all risk" physical damage insurance, including fire, sprinkler leakage, vandalism and

extended coverage, for the full replacement cost of and all office furniture, office equipment, merchandise, trade fixtures and all other items of District's personal property in the Premises;

- (v) Comprehensive builder's risk insurance, but only at any time and from time to time during the Term when District is causing any work or alterations to be done, for the full replacement cost of such work or alterations;
- (vi) Worker's Compensation Insurance at statutory limits with a waiver of subrogation in favor of Airport; and

B. Except as set forth elsewhere in this Agreement, District shall be solely responsible for obtaining insurance coverage for its fire trucks and other firefighting and emergency response equipment, including liability and physical damage insurance at limits appropriate to the exposure.

C. District shall, prior to the commencement of the Term and from time-to-time during the Term (and in the case of the aforesaid commercial general liability insurance, "all risk" physical damage insurance and builder's risk insurance, prior to commencement of construction of the subject work), furnish to Airport certificates evidencing the foregoing insurance coverages. Accordingly, District shall provide Airport a certificate of insurance showing Airport as an additional insured. The certificate of insurance shall provide Airport with primary and non-contributory coverage on its general liability policy and a waiver of subrogation in favor of Airport on its worker's compensation policy. District's policies and certificates shall state that such insurance coverage may not be reduced, canceled or renewed without at least thirty (30) days' prior written notice to Airport and District.

D. District may meet its insurance obligations under this Agreement through a blanket insurance policy, or through any combination of primary or umbrella/excess coverages, or through a program of self-insurance.

32. **ADDITIONAL RENT.** Should the State of Illinois or any political subdivision thereof, or other governmental authority having jurisdiction over the Premises, specifically impose a tax, assessment, charge or fee or specifically increase a then existing tax, assessment, charge or fee which Airport shall be required to pay, either by way of substitution for real estate taxes or impose an income or franchise tax or tax on rents in addition to or as a substitution for a general tax levied against the Premises, such taxes, assessments, charges or fees shall be payable by District. In the case of special taxes or assessments which may be payable in installments, only the amount of each installment and interest thereon paid during a calendar year shall be included in taxes for that year. In addition, District shall pay to Airport, as Additional Rent, Airport's reasonable costs and expenses (including reasonable attorneys' fees) in contesting or attempting to reduce any taxes related to the Premises during the Term.



## **FIRE PROTECTION SERVICES**

33. **MANPOWER.** The District shall have the Premises manned by at least one fire fighter 24 hours per day, 365 days per year, who will stay at the DuPage Airport at all times and be available to provide fire protection services exclusively to the Airport. That fire fighter who will be manning the Premises shall have Aircraft Rescue Firefighter certification or training.

34. **COMPENSATION.**

A. The Airport shall pay the District monthly the amounts as set forth on Exhibit 3. Further, the Airport and the District shall meet annually in June to discuss this Agreement and cooperative actions that can be taken in furtherance of this Agreement.

B. It is the expectation and intent of both Parties to fulfill this Agreement through the term of the Agreement. The Parties understand, however, that the current labor contract for the District expires on May 31, 2017. Upon renewal of the District's labor contract, the District will advise the Airport as to what the cost will be for the remainder of the term of this Agreement in writing. If the new costs represent an increase from the previous year, the Parties will have ninety (90) days after said notice to either agree to the new costs or terminate this Agreement. If the Parties cannot agree to terms, either Party can notify the other Party of its intent to rescind this Agreement and the Agreement will automatically terminate. If the Parties agree to terms, this Agreement shall automatically extend through the length of the District's newly established collective bargaining agreement.

35. **TRAINING.**

A. The Airport will provide Aircraft Rescue Firefighter training equipment one (1) time per year in order for the District to maintain certification of its fire fighters.

B. The District will provide annual Automatic External Defibrillator (AED), Cardio Pulmonary Resuscitation (CPR), Bloodborne Pathogens, Basic First Aid and Fire Extinguisher Training at the Airport to Airport employees at no cost to the Airport.

C. The Parties will conduct joint full-scale simulated aircraft incident exercises every three (3) years.

36. **FIRE FIGHTER DUTIES.** Besides the normal duties attended to in firefighter on the Premises, the fire fighter shall also perform the following duties:

A. Nightly visual inspection of the Airport Operations Area (runways, taxiways and aircraft parking aprons) for lighting, foreign object debris, wildlife sightings or any conditions that may be a safety concern; and

B. Daily visual inspection of the Airport Operations Area (runways, taxiways and aircraft parking aprons) for foreign object debris, wildlife sightings or any conditions that may be a safety concern. Daily visual inspections are to be performed on Saturdays, Sundays and holidays when Airport staff may not be present to conduct inspections.

37. **DEFAULT BY DISTRICT.** Any of the following shall constitute a default by District under this Agreement:

A. Default in the payment of any amount when due;

B. Default in the prompt and full performance of any other provision of this Agreement which is not cured within seven (7) days after demand, with the exception of any hazardous condition or nuisance, which shall be cured immediately upon demand or as soon thereafter as is practicable within said seven-day period;

C. Bankruptcy of District, which shall be deemed to have occurred upon the happening of any of the following:

- (i) the filing of an application by District for, or a consent to, the appointment of a trustee or receiver of its assets;
- (ii) the filing by District of a voluntary petition in bankruptcy or seeking a plan of reorganization or arrangement under the federal Bankruptcy Code or under any similar state insolvency laws, or the filing of a pleading in any court of record admitting in writing its inability to pay debts as they come due;
- (iii) the making by District of a general assignment for the benefit of creditors;
- (iv) the filing by District of an answer admitting the material allegations of or consenting to, or defaulting in answering a bankruptcy petition filed against it in any bankruptcy proceeding;
- (v) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating District bankrupt or appointing a trustee or receiver of its assets, if such order, judgment or decree continues unstayed and in effect for a period of sixty (60) days; or
- (vi) the levy upon the interest of District in this Agreement under execution or other legal process.

38. **REMEDIES OF AIRPORT.** Upon default of District, Airport shall have the following rights and remedies, without further notice or demand to District, which shall be cumulative, and none of which shall exclude any other right or remedy allowed by law:

A. Airport may elect with or without notice of such election, and with or without demand, either to terminate this Agreement and District's right to possession of the Premises or to terminate District's right to possession of the Premises without terminating this Agreement.

B. Upon any termination of this Agreement or District's right to possession, District shall surrender possession to Airport and vacate the Premises immediately. If District fails to surrender possession, Airport may elect whether or not to re-enter the Premises.

C. If District fails to surrender possession and Airport elects not to re-enter the Premises, District will pay as liquidated damages for the time such possession is withheld, 150% of the amounts of any rent applicable at the time of termination of this Agreement for each month or partial month during which District retains possession of the Premises; provided, however, that this subparagraph shall not be held to be a waiver of Airport's right of re-entry nor shall the receipt of any sums under this subparagraph operate as a waiver of the right to terminate this Agreement. District shall indemnify Airport against all liabilities and damages sustained by Airport by reason of such retention of possession. District's retention of possession of the Premises, or any part, for thirty (30) days after the expiration or termination of this Agreement shall in no event constitute a renewal of this Agreement.

D. If District fails to surrender possession and Airport does elect to re-enter the Premises, or if District abandons the Premises, Airport may re-enter using such force as may be necessary and may remove all persons and effects without being deemed guilty of any trespass or forcible entry or detainer. Such entry shall not be deemed to terminate this Agreement or release District, in whole or in part, from its obligation to pay any rent under this Agreement and in any such case, District shall pay to Airport, at Airport's election, a sum equal to the entire amount of the rents due for the remainder of the Term of this Agreement, plus any sums due for repairs, alterations, additions or redecorating pursuant to subparagraph "E" below. Upon making such payment, District shall be entitled to receive from Airport all the rents received from subsequent lessees in the Premises during the remainder of the Term under this Agreement; provided, however, that District shall not be entitled to receive any money in excess of that paid by District as the remainder of the rents due under this Agreement.

E. After re-entry by Airport, Airport may, but need not, re-let the Premises for the account of District to any person or entity other than District and for any such rent and upon such terms as Airport shall determine in its sole and absolute discretion. Airport shall not be required to accept any lessees offered by District or to observe any instructions given by District in connection with such re-letting.

District shall, upon demand, pay to Airport the cost of any repairs, alterations, additions or redecorating deemed by Airport, in its reasonable discretion, to be necessary, together with all expenses of the re-letting.

F. Airport shall have, at all times, the right to distrain for rent due, and shall have a valid and first lien upon all personal property which District now owns or may hereafter acquire or have an interest in, whether exempt by law or not, as security for payment of the rent reserved upon this Agreement.

G. Any and all property which may be removed from the Premises by Airport pursuant to the authority of this Agreement or of law, to which District is or may be entitled, may be handled, removed or stored by Airport at the risk, cost and expense of District and Airport shall in no event be responsible for the value, preservation or safe-keeping of such property. District shall pay to Airport, upon demand, all expenses incurred in such removal and all storage charges so long as the same shall be in the possession of Airport or under its control. Any such property not removed from the Premises or retaken from storage by District within thirty (30) days of the end of the Term, however ended, or within thirty (30) days of termination of District's right to possession without termination of this Agreement, shall be presumed to have been conveyed by District to Airport under this Agreement as a bill of sale without further payment or credit to District.

H. District will pay and discharge all costs, attorney's fees and expenses that may be incurred by Airport, in enforcing the covenant and agreements of this Agreement.

I. Upon the occurrence of any default by District, without notice to or demand require District to surrender all Equipment and rights of District unto Airport and Airport may: take possession of the Equipment where found, with or without process of law in court, may enter upon District's Premises without liability for suit, action or other proceedings by Airport, and remove the licensed Equipment; hold, sell, license or otherwise dispose of the Equipment or keep same as Airport so chooses without affecting the obligation of District regarding this Agreement; collect all unpaid license payments due without prejudice to Airport's right to regain possession of the Equipment.

39. **DEFAULT BY AIRPORT.** Any of the following shall constitute a default by Airport under this Agreement:

A. Default in the payment of any amount when due;

B. Default in the prompt and full performance of any other provision of this Agreement which is not cured within seven (7) days after demand, with the exception of any hazardous condition or nuisance, which shall be cured

immediately upon demand or as soon thereafter as is practicable within said seven-day period.

C. Bankruptcy of Airport, which shall be deemed to have occurred upon the happening of any of the following:

- (i) the filing of an application by Airport for, or a consent to, the appointment of a trustee or receiver of its assets;
- (ii) the filing by Airport of a voluntary petition in bankruptcy or seeking a plan of reorganization or arrangement under the federal Bankruptcy Code or under any similar state insolvency laws, or the filing of a pleading in any court of record admitting in writing its inability to pay debts as they come due;
- (iii) the making by Airport of a general assignment for the benefit of creditors;
- (iv) the filing by Airport of an answer admitting the material allegations of or consenting to, or defaulting in answering a bankruptcy petition filed against it in any bankruptcy proceeding;
- (v) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating Airport bankrupt or appointing a trustee or receiver of its assets, if such order, judgment or decree continues unstayed and in effect for a period of sixty (60) days; or
- (vi) the levy upon the interest of Airport in this Agreement under execution or other legal process.

40. **REMEDIES OF DISTRICT.** Upon default of Airport, District shall have the following rights and remedies, without further notice or demand to Airport, which shall be cumulative, and none of which shall exclude any other right or remedy allowed by law:

A. District may terminate this Agreement and return the Premises and Equipment to Airport.

B. District will pay and discharge all costs, attorney's fees and expenses that may be incurred by Airport in enforcing the covenant and agreements of this Agreement.

41. **RENEWAL.** This Agreement may be renewed by the mutual agreement of the Parties, which renewal must be reflected in writing.

42. **PRIOR AGREEMENTS.** The Previous License, Previous Lease and Letter of Agreement are terminated as of the effective date of this Agreement.

43. **MISCELLANEOUS.**

A. No payment by District or receipt by Airport of a lesser amount than any installment or payment of rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction, and Airport may accept such check or payment without prejudice to Airport's right to recover the balance of such installment or payment of rent or to pursue any other remedies available to Airport. No receipt of money by Airport from District after the termination of this Agreement or after the service of any notice or after the commencement of any suit, shall renew, reinstate, continue or extend the Term of this Agreement or affect any such notice, demand or suit.

B. No waiver of any default under this Agreement shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent stated. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

C. The headings of paragraphs are for convenience only and do not limit or construe the contents of the paragraphs.

D. This Agreement constitutes the entire agreement between the Parties. No modification or amendment to this Agreement shall be effective unless in writing and signed by both Parties.

E. If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

F. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and delivered, whether or not received, on the date when personally delivered or the day after transmission via Federal Express or other comparable overnight delivery service, or two (2) days following the date when deposited in the United States Mail, postage prepaid and properly addressed, certified mail, to the address set forth at the beginning of this Agreement or to such other address designated in a written notice delivered by a Party to the other Party.

G. No Party shall be deemed in default with respect to any of the terms, covenants and conditions of this Agreement if the Party fails to timely perform said obligation and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, or any other cause beyond the reasonable control of Airport.

H. This Agreement shall be construed in accordance with the laws of the State of Illinois. Time is of the essence of this Agreement and the performance of all obligations hereunder.

I. This Agreement shall in no way convey the exclusive use of any part of the DuPage Airport, except with respect to the Premises as described herein and shall not be construed as providing any special privilege for any public portion of the DuPage Airport. Airport reserves the rights to lease to other parties any portion of the DuPage Airport not described herein for any purpose deemed suitable for the DuPage Airport by Airport.

J. The terms and conditions hereof shall not be construed to prevent Airport from making commitments it desires to the federal government, or to the State of Illinois to qualify for the expenditure of state or federal funds upon the DuPage Airport. This Agreement is subject to all articles and conditions of the War Assets Administration Grant of the Facilities of the Airport and the Deed issued under said Grant to the County of DuPage, which said deed is recorded in the Recorder's Office of DuPage County as Document 537769.

K. District shall not hereafter cause or permit the erection or location of any structure or object upon the Building and the Improvements to a height which would penetrate the imaginary surfaces described in Part 77a of the Federal Aviation Regulations.

L. District further grants unto Airport, its successors, and assigns, for the benefit of the general public at large, an easement and a continuing right of way for the free and unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across the Building.

M. District shall not hereafter use or permit or suffer use of the Premises in such manner as to create electrical or electronic interference with radio transmission and reception between radio-communications and air-navigation installations on or in the DuPage Airport and aircraft, or as to make it difficult for flyers to distinguish between DuPage Airport lights and others, or as to result in the glare in the eyes of flyers using the DuPage Airport, or as to impair the visibility in the vicinity of the DuPage Airport (e.g., by discharge of particular matter), or as otherwise to endanger the landing, takeoff, or maneuvering of aircraft.

N. Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the DuPage Airport against obstruction, together with the right to prevent the District from erecting or permitting to be erected any building or other structure on the Building which, in the opinion of the Airport, would limit the usefulness of the DuPage Airport or constitute a hazard to aircraft.

O. District agrees to comply with and be subject to:

- (i) The DuPage Airport Rules and Regulations adopted by the Airport which are now in effect, a copy of which was furnished to District previously, and which may be reasonably adopted from time to time regarding the management, use and operation of the DuPage Airport;
- (ii) All ordinances, rules, regulations and executive and administrative orders and directives, promulgated by Airport, or by any authorized federal, state or local government agency or official which relate to abatement, control or regulation of noise emissions by aircraft using the DuPage Airport, as such apply to aircraft owned by, operated by, under the control of and/or doing business with District.

P. This Agreement may not be recorded with the Recorder of Deeds of DuPage County without the prior written consent of both Parties.

Q. Without limitation on any other obligations of District or Airport which shall survive the expiration or termination of this Agreement, the Parties' respective obligations to indemnify, defend and hold harmless the other Party and others pursuant to any provisions of this Agreement shall survive the expiration or termination of this Agreement indefinitely, except as otherwise expressly provided herein.

**IN WITNESS WHEREOF**, the Parties hereby enter into this Agreement as of the date first above written.

**DuPAGE AIRPORT AUTHORITY**

**WEST CHICAGO FIRE PROTECTION DISTRICT**

\_\_\_\_\_  
Executive Director, DuPage Airport Authority

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees



## EXHIBIT 1 – EQUIPMENT DESCRIPTION

- A. (1) 1993 Emergency One Model R-500 Rapid Intervention Vehicle (RIV) Airport Anticipates Replacing this Vehicle with Vehicle B in Fall 2016.

VIN: 1HTSEPCR7PH49886

- B (1) 1500 Gallon 4x4WD Aircraft Rescue and Fire Fighting Vehicle (Airport Anticipates Purchasing this Vehicle in Fall 2016 to Replace Vehicle A.

- C. (1) 2007 Rosenbauer Motors Panther 4x4WD Aircraft Rescue and Fire Fighting Vehicle

VIN: 1R94WE6807W490341

The Airport reserves the right to replace any Equipment with similar type Equipment at its expense.

EXHIBIT 2 – PREMISES

Aircraft Rescue and Fire Fighting Station located at 2705 International Drive, West Chicago, IL




**EXHIBIT 3 – MONTHLY PAYMENT AMOUNTS**


January 1, 2016 thru May 31, 2016	\$35,723	
June 1, 2016 thru May 31, 2017	\$36,801	
June 1, 2017 thru May 31, 2018	\$37,939	estimated by District
June 1, 2018 thru May 31, 2019	\$39,142	estimated by District
June 1, 2019 thru May 31, 2020	\$40,415	estimated by District



DUPAGE AIRPORT  
AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2016-2011; Authorizing the Execution of Design Phase Task Order No. 47 with CH2M for the Project: Southeast Drainage Ditch Clearing and Southwest Airfield Drainage Repairs

DATE: March 8, 2016

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**SUMMARY:**

The Airport Authority's 2016 Capital Budget includes the projects for: Southeast Drainage Ditch Clearing and Southwest Airfield Drainage Repairs. A summary of the projects are as follows:

**Southeast Drainage Ditch Clearing**

The Airport Authority maintains 5,700 linear feet of man-made drainage ditch on the southeast corner of the airfield. The ditch serves as a primary stormwater conveyance to the golf course canal system. Currently, the ditch drains poorly and is in need of timely maintenance to provide constructed flow capacity. The Authority seeks assistance with plans, specifications and required permitting for the ditch reconstruction/maintenance.

**Southwest Airfield Farm Parcel Drainage Repairs**

During a previous farm tile repair project, it was discovered that the southwest airfield farm parcel is experiencing drainage problems due to the lack of adequate drainage outlet. The recommended repair consists of installing approximately 1,600' of new drainage tile, connecting to existing field tiles, and abandoning and removing portions of the existing field tile that conflict with the work. The Authority seeks assistance with plans, specifications and required permitting for completion of the drainage repair.

The scope of work by CH2M and their subconsultant Christopher B. Burke Engineering under this Task Order is to provide survey, analysis, permitting, construction plans, specifications and bidding documents for the above drainage projects.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 16, 2016 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

The CH2M Task Order No. 47 fee to accomplish survey, analysis, permitting, construction plans, specifications and bidding documents for the Projects: Southeast Drainage Ditch Clearing and Southwest Airfield Drainage Repairs have been reviewed by the firm of Burns & McDonnell through an Independent Fee Analysis (“IFA”).

Based upon recommendations made by the IFA, staff has negotiated a fee for Task Order No. 47 in an amount not-to-exceed \$157,130.

\$640,425 is included in the 2016 Capital Budget to fund both drainage projects.

**STAKEHOLDER PROCESS:**

None.

**LEGAL REVIEW:**

Standard form task order will be utilized.

**ATTACHMENTS:**

- SE Drainage Ditch Clearing Exhibit.
- SW Farm Parcel Drainage Repair.
- Proposed Resolution 2016-2011; Authorizing the Execution of Design Phase Task Order No. 47 with CH2M for the Project: Southeast Drainage Ditch Clearing and Southwest Airfield Drainage Repairs.

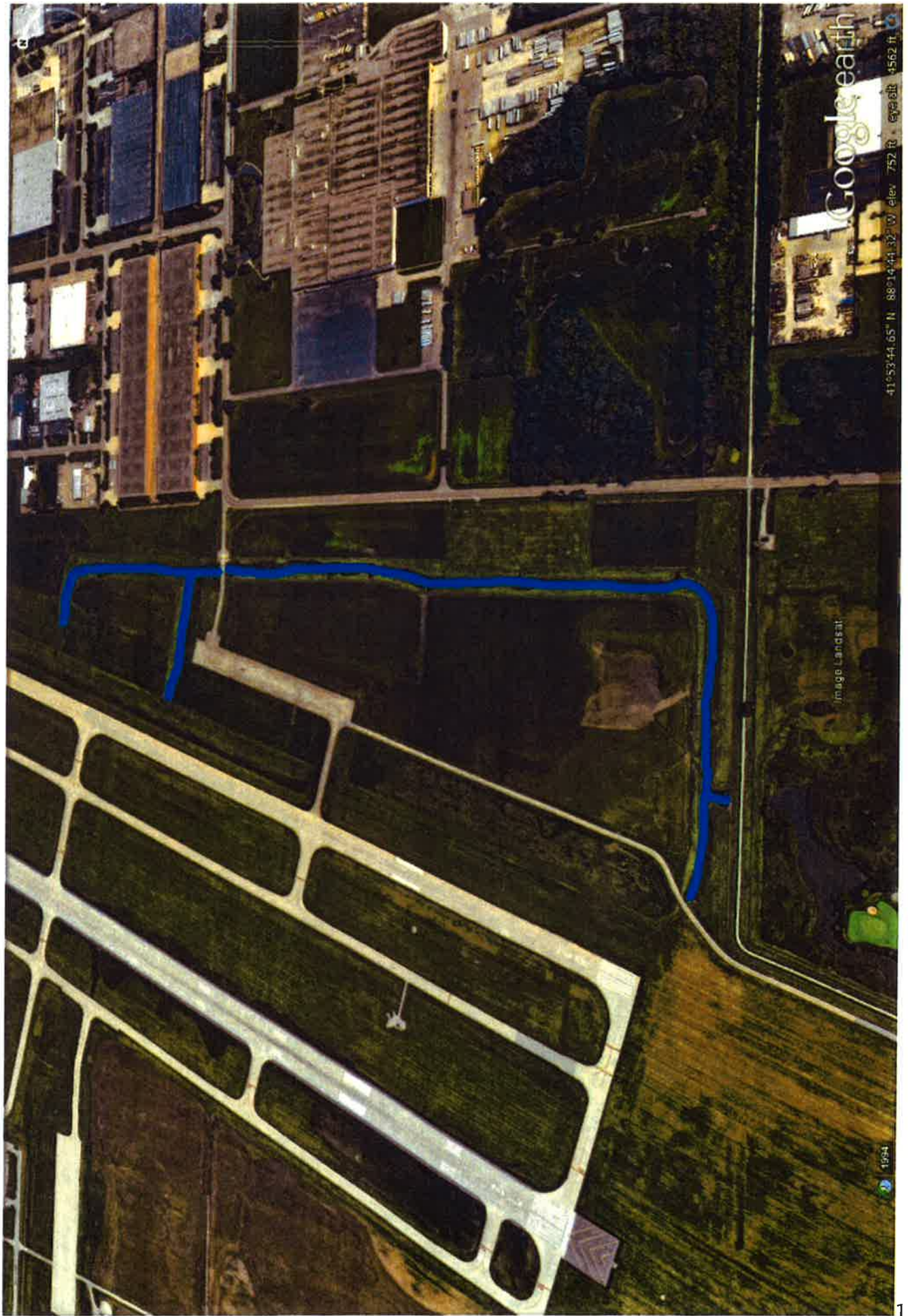
**ALTERNATIVES:**

The Board can deny, modify or amend this issue.

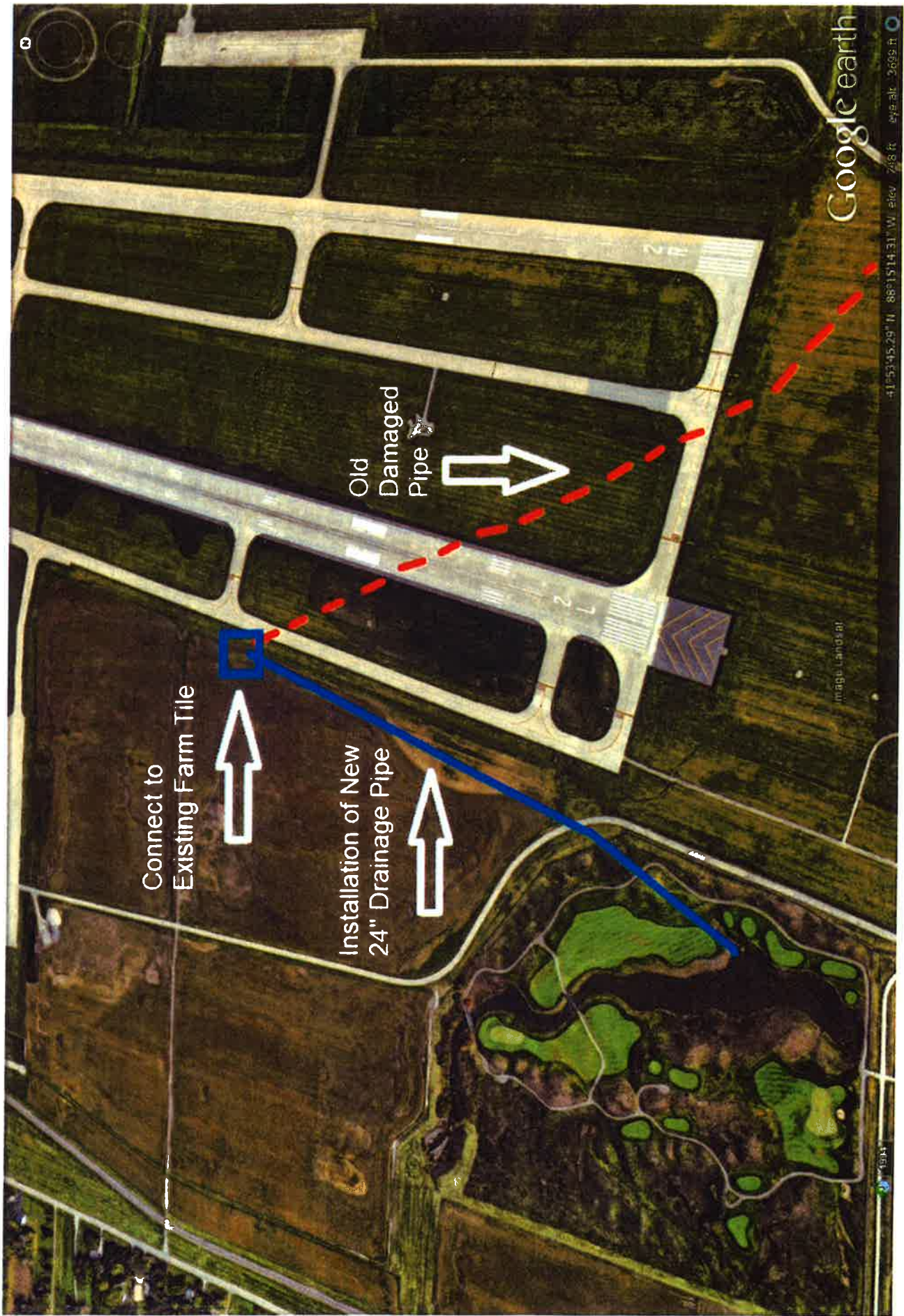
**RECOMMENDATION:**

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2016-2011; Authorizing the Execution of Design Phase Task Order No. 47 with CH2M for the Project: Southeast Drainage Ditch Clearing and Southwest Airfield Drainage Repairs.

SE Drainage Ditch Vegetation and Obstruction Clearing



# SW Farm Parcel Drainage Repair



**RESOLUTION 2016-2011**

**Authorizing the Execution of Design Phase Task Order No. 47 with CH2M for the Project:  
Southeast Drainage Ditch Clearing and Southwest Airfield Drainage Repairs**

**WHEREAS**, the DuPage Airport Authority, an Illinois Special District ("Authority"), previously selected CH2M 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 Southeast Drainage Ditch Clearing and Southwest Airfield Drainage Repairs (the "Project"); and

**WHEREAS**, the Authority has previously entered into a Contract with CH2M for work at the DuPage Airport and is in receipt of Design Phase Task Order No. 47 from CH2M for design services on said Project for a total not-to-exceed amount of \$157,130; 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. 47 with CH2M for such design 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. 47 with CH2M for a total not-to-exceed amount of \$157,130 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 March, 2016.

\_\_\_\_\_  
CHAIRMAN


(ATTEST)


\_\_\_\_\_  
SECRETARY





TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2016-2012; Award of Contract to Freedom Contractors West LLC.  
for the Fuel Farm Facility Hardening Phase II Project.

DATE: March 8, 2016

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**SUMMARY:**

The Airport Authority's 2016 Capital Budget includes the project known as Fuel Farm Facility Hardening Phase II. Phase I of the fuel farm hardening projects involved the construction of a concrete barrier wall to deter vehicles from access/incidents to above ground fuel piping. The Board awarded the Phase I Contract in the amount of \$88,236 to Central Development Corporation on November 11, 2015. The Phase I work was completed in late December 2015.

Phase II of the facility hardening consists of the addition of two (2) electric vehicle gates, gate operators and loop detectors; two (2) access control readers; site grading; and new fencing that connects with existing airfield perimeter fencing. Under a future airside roadway construction project, airfield perimeter fencing will ultimately enclose the Fuel Farm Facility inside the secure airside area.

Staff utilized the services of CH2M to develop plans and specifications for this project. A solicitation for sealed bids was advertised in the February 11, 2016 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was conducted on February 23, 2016. Two (2) sealed bids were received and opened at 2:00 p.m. on March 3, 2016. Bid results are as follows:

Bidder	Total Base Bid Construction Cost
Freedom Contractors West LLC. Westmont, IL	\$133,700
Central Development Corporation West Chicago, IL	\$192,976

Upon evaluation of the bids, it is apparent that Freedom Contractors West LLC. is the low, responsive and responsible bidder. CH2M and staff conducted a scope of work interview with Freedom Contractors West and confirmed full compliance with project specifications.

Freedom Contractors West received several positive references from work performed on public projects. In addition, Freedom Contractors West performed quality work on a small golf course construction repair for the Airport Authority last fall.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 16, 2016 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2016 Capital Budget	\$122,000
2016 Capital Contingency Funding	\$61,600
Freedom Contractors West LLC. Base Bid Construction Cost	(\$133,700)
Owner's Contingency (10%)	(\$13,370)
CH2M Hill Design Phase Fees (Not-to-Exceed)	(\$23,230)
CH2M Hill Construction Phase Fees (Not-to-Exceed)	(\$13,300)
	\$0

**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:**

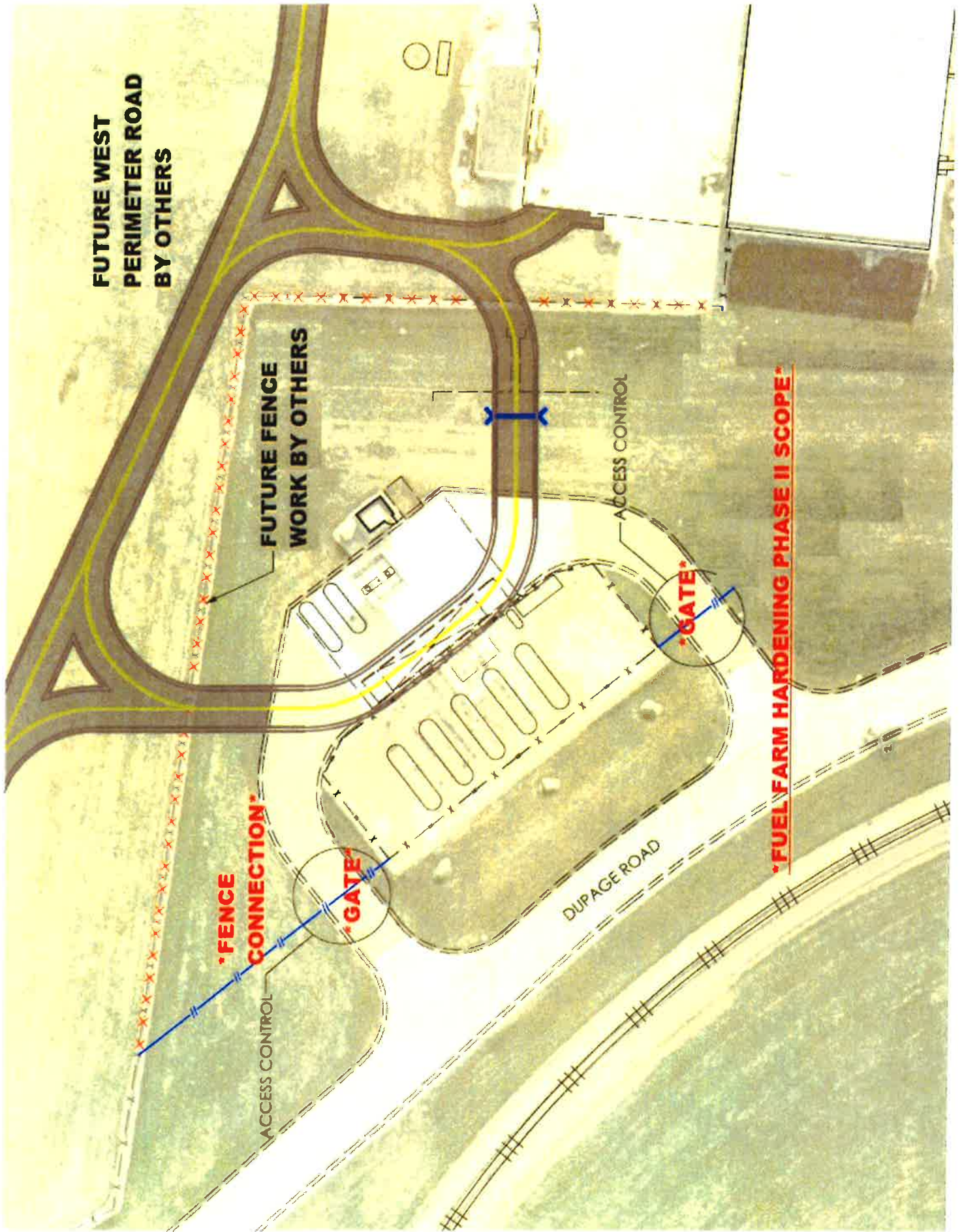
- Fuel Farm Facility Hardening Phase II Exhibits
- Proposed Resolution 2016-2012; Award of Contract to Freedom Contractors West LLC. for the Fuel Farm Facility Hardening Phase II Project.
- Statement of Political Contributions.

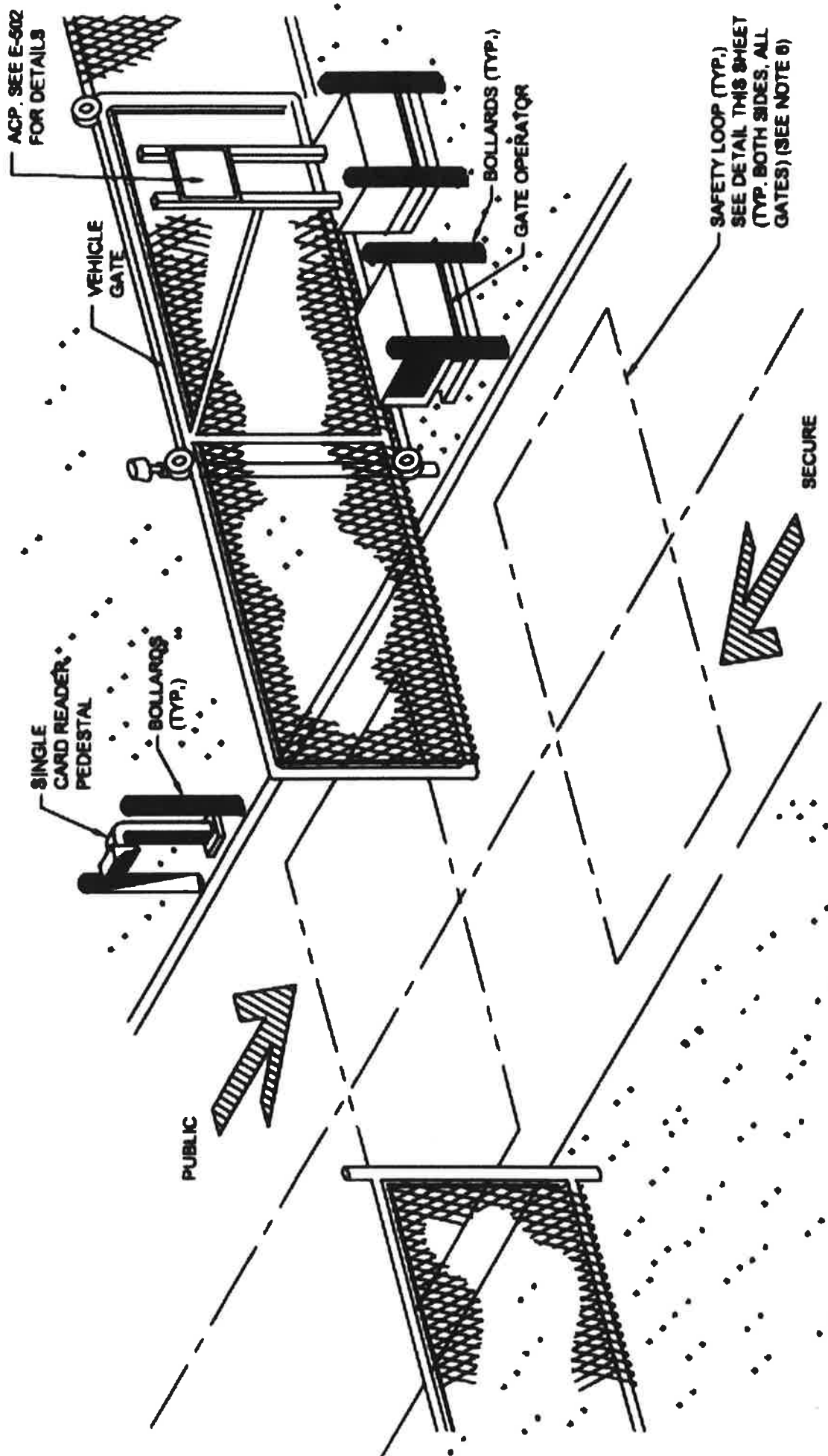
**ALTERNATIVES:**

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 2016-2012; Award of Contract to Freedom Contractors West LLC. for the Fuel Farm Facility Hardening Phase II Project.





**4** TYPICAL ELECTRIC GATE LAYOUT DETAIL

NTS

4

**RESOLUTION 2016-2012**

**Award of Contract to Freedom Contractors West LLC. for the Fuel Farm Facility Hardening Phase II 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 the Fuel Farm Facility Hardening Phase II Project; and

**WHEREAS**, the Authority has received and reviewed two (2) sealed bids on March 3, 2016; and

**WHEREAS**, it is apparent that Freedom Contractors West LLC. is the low, responsive and responsible bidder at a lump sum cost of \$133,700; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter to a Contract with Freedom Contractors West LLC. for the Fuel Farm Facility Hardening Phase II Project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Freedom Contractors West LLC. for a total cost not-to-exceed \$147,070, which includes a 10% 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 Freedom Contractors West LLC. 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 March, 2016.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
FUEL FARM HARDENING - PHASE II  
SOLICITATION NO. 2016-0208A**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

FREEDOM CONSTRUCTORS WEST  
(name of entity or individual)

121 W. Wilmette  
WILMETTE, IL  
60091  
(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>	<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."


2-25-2016  
(date)


  
(signature)

Principal  
(title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2016-2013; Award of Contract to Schroeder Asphalt Services for the Project to Mill and Overlay International Drive

DATE: March 8, 2016

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**SUMMARY:**

The Airport Authority's 2016 Capital Budget includes a project to mill and overlay International Drive including 2 inch milling, 2 inch asphalt surface paving and crack repair. The project is anticipated to be completed in six (6) work days, commencing in August or September due to truck traffic occurring on International Drive and related to the construction of the new hangar.

Staff utilized the services of CH2M to develop plans and specifications for this project.

A solicitation for sealed bids was advertised in the February 11, 2016 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was conducted on February 23, 2016. Nine (9) sealed bids were received and opened at 2:30 p.m. on March 3, 2016. Bid results are as follows:

Bidder	Base Bid Construction Cost
Schroeder Asphalt Services – Huntley, IL	\$151,066.75
Geneva Construction – Aurora, IL	\$156,521.50
Chicagoland Paving – Lake Zurich, IL	\$164,933.25
A Lamp Concrete – Schaumburg, IL	\$166,478.75
Johnson Paving – Arlington Heights, IL	\$167,731.75
K-Five Construction – Lemont, IL	\$173,000.00
Plote – Hoffman Estates, IL	\$194,434.50
Professional Paving – Glen Ellyn, IL	\$222,014.20
RW Dunteman – Addison, IL	\$228,413.55

Upon evaluation of the bids, it is apparent that Schroeder Asphalt Services, Inc. is the low, responsive and responsible bidder. CH2M and staff conducted a scope of work interview with Schroeder Asphalt Services and have confirmed full compliance with project specifications.

In addition, staff has confirmed positive references from several public entities of which Schroeder Asphalt Services completed similar work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 16, 2016 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2016 Capital Budget	\$477,000
Schroeder Asphalt Services Construction Cost	(\$151,066.75)
Owner's Contingency (10%)	(\$15,106.68)
CH2M Hill Design Phase Fees (Not-to-Exceed)	(\$12,700)
CH2M Hill Construction Phase Fees (Not-to-Exceed)	(\$5,500)
	\$292,626.57

**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:**

- Mill and Overlay International Drive Project Exhibits.
- Proposed Resolution 2016-2013; Award of Contract to Schroeder Asphalt Services for the Project to Mill and Overlay International Drive.
- Statement of Political Contributions.

**ALTERNATIVES:**

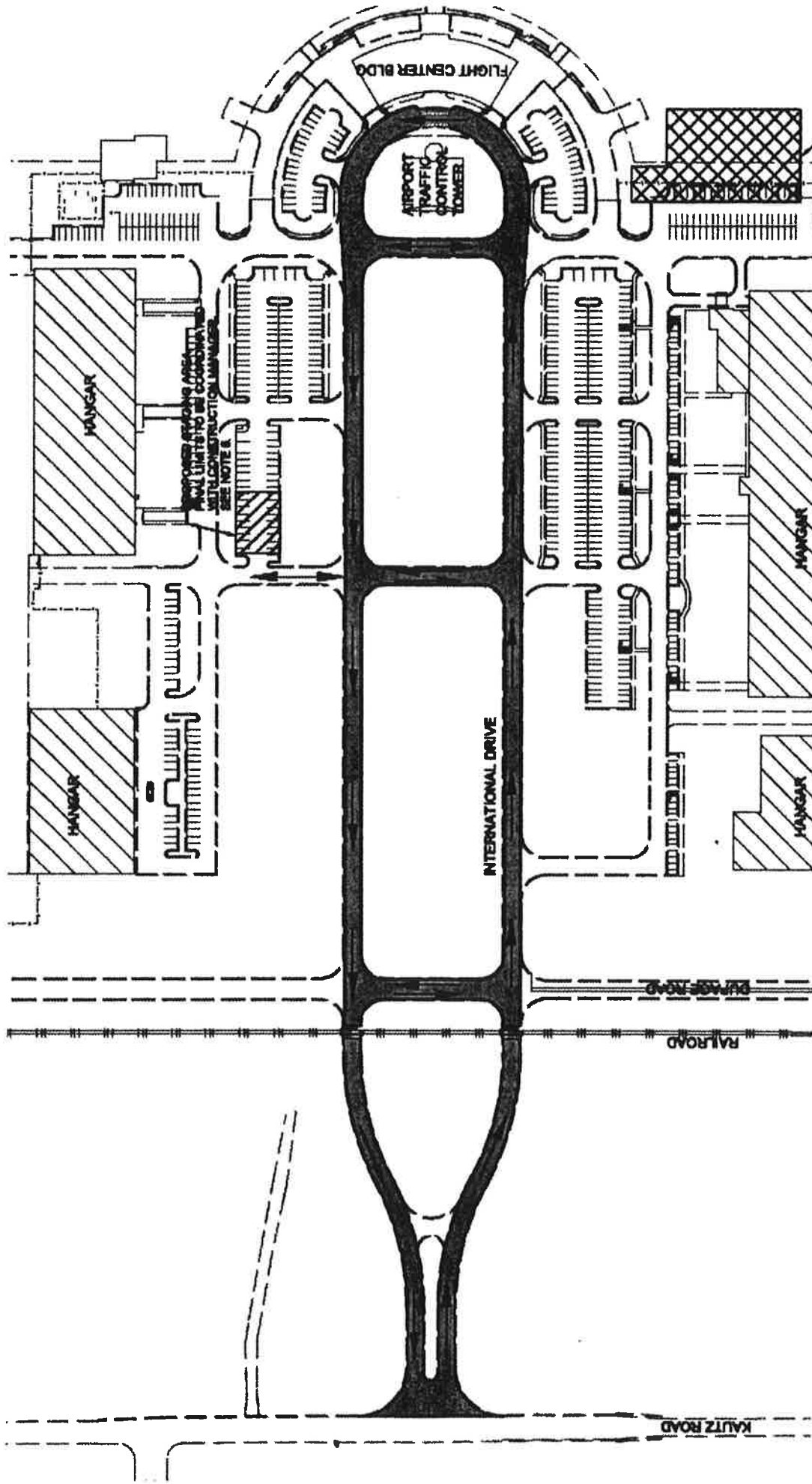
The Board can deny, modify or amend this issue.

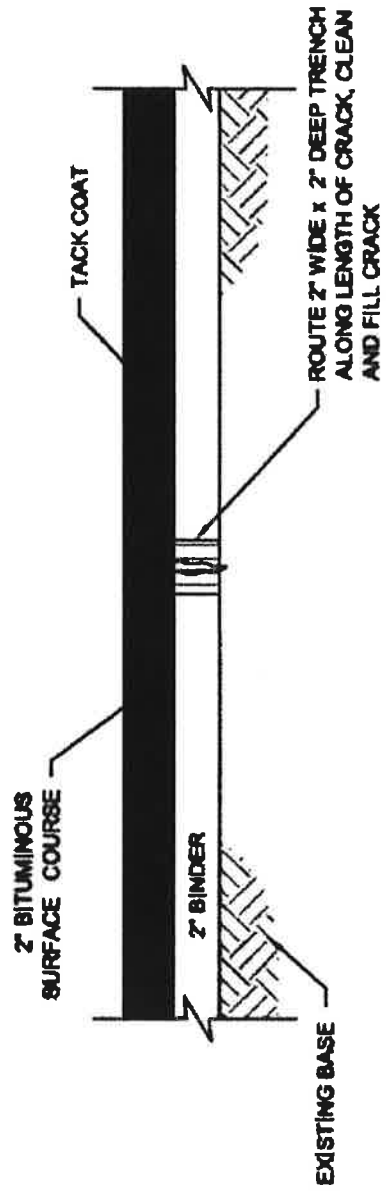
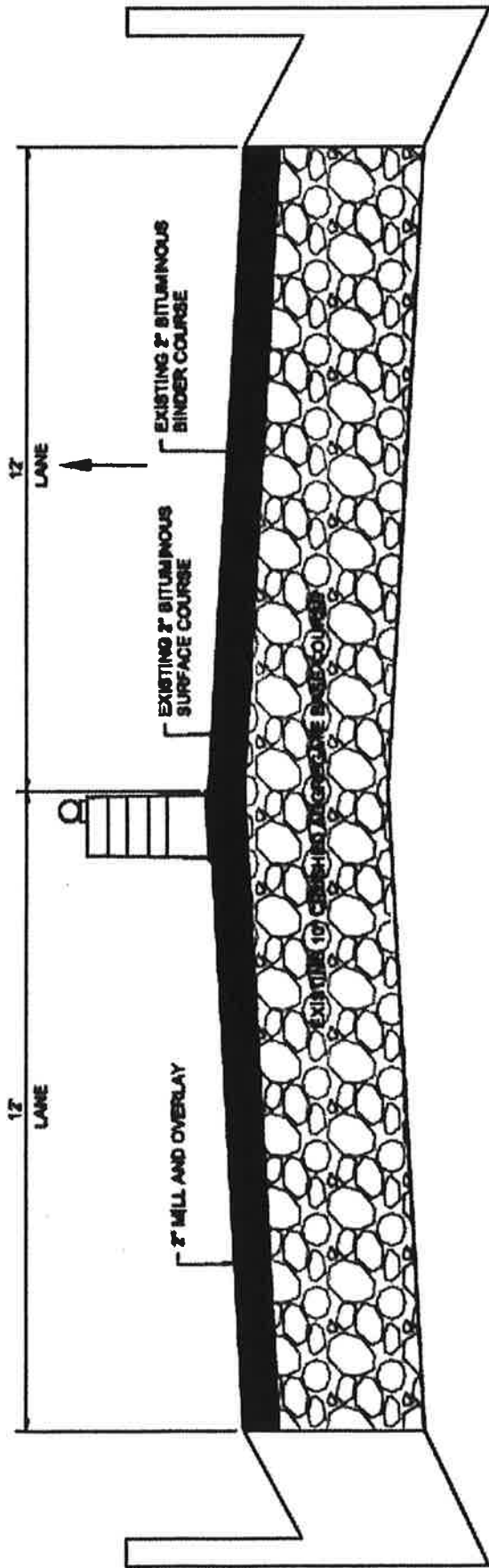
**RECOMMENDATION:**

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2016-2013; Award of Contract to Schroeder Asphalt Services for the Project to Mill and Overlay International Drive.



Proposed Resolution 2016-2013  
Award of Contract to Schroeder Asphalt Services, Inc. for Mill and Overlay International Drive





**RESOLUTION 2016-2013**

**Award of Contract to Schroeder Asphalt Services for the Project to Mill and Overlay International Drive**

**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 project to Mill and Overlay International Drive; and

**WHEREAS**, the Authority has received and reviewed nine (9) sealed bids on March 3, 2016; and

**WHEREAS**, it is apparent that Schroeder Asphalt Services, Inc. is the low, responsive and responsible bidder at a lump sum cost of \$151,066.75; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter to a Contract with Schroeder Asphalt Services, Inc. for the project to Mill and Overlay International Drive.

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Schroeder Asphalt Services, Inc. for a total cost not-to-exceed \$166,173.43, which includes a 10% 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 Schroeder Asphalt 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 March, 2016.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY



TO: Board of Commissioners

FROM: Dan Barna   
Procurement Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2016-2014; Award of Contract to Core Mechanical, Inc. for the Replacement of Two (2) Rooftop HVAC Units at the DuPage Airport Government Center

DATE: March 8, 2016

---

**SUMMARY:**

The Airport Authority's 2016 Capital Budget includes a project to remove and replace two (2) rooftop Carrier Model HVAC units at the Government Center Building. The existing rooftop units are more than 15 years old and are at the end of their useful life.



A solicitation for sealed bids was advertised in the February 11, 2016 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was conducted on February 24, 2016. Six (6) sealed bids were received and opened at 3:00 p.m. on March 3, 2016. Bid results are as follows:

Bidder	Unit Type	Total Lump Sum Bid Cost
Core Mechanical Inc. - Chicago, IL	Carrier	\$ 24,795
UBM Mechanical – Carol Stream, IL	Carrier	\$ 29,213
Anchor Mechanical – Chicago, IL	Trane	\$ 31,048
Allpoints Inc. – Schaumburg, IL	Trane	\$ 34,540
Jensen’s Plumbing & Heating - Woodstock, IL	Carrier	\$ 34,845
Hayes Mechanical - Chicago, IL	Carrier	\$ 39,941

Upon evaluation of the bids, it is apparent that Core Mechanical Inc. is the low, responsive and responsible bidder. Staff conducted a scope of work interview with Core Mechanical Inc. and confirmed full compliance with project specifications.

In addition, staff has confirmed positive references from several public entities of which Core Mechanical Inc. completed similar work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 16, 2016 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2016 Capital Budget	\$45,000
Core Mechanical Inc. Lump Sum Bid Cost	(\$24,795)
Owner’s Contingency (10%)	(\$2,479.50)
	\$17,725.50

**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:**

- ❑ Proposed Resolution 2016-2014; Award of Contract to Core Mechanical, Inc. for the Replacement of Two (2) Rooftop HVAC Units at the DuPage Airport Government Center
- ❑ 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 2016-2014; Award of Contract to Core Mechanical, Inc. for the Replacement of Two (2) Rooftop HVAC Units at the DuPage Airport Government Center.

**RESOLUTION 2016-2014**

**Award of Contract to Core Mechanical Inc. for the Replacement of Two (2) Rooftop HVAC Units at the DuPage Airport Government Center**

**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 Replacement of Two (2) Rooftop HVAC Units at the DuPage Airport Government Center; and

**WHEREAS**, the Authority has received and reviewed six (6) sealed bids on March 3, 2016; and

**WHEREAS**, it is apparent that Core Mechanical, Inc. is the low, responsive and responsible bidder at a lump sum cost of \$24,795; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter to a Contract with Core Mechanical, Inc. for the Replacement of Two (2) Rooftop HVAC Units at the DuPage Airport Government Center.

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Core Mechanical, Inc. for a total cost not-to-exceed \$27,274.50, which includes a 10% 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 Core Mechanical, 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 March, 2016.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

