



# DUPAGE AIRPORT AUTHORITY

BOARD OF COMMISSIONERS  
REGULAR MEETING  
WEDNESDAY, MARCH 8, 2017; 3:00 p.m.

DANIEL L. GOODWIN FLIGHT CENTER BUILDING  
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 18, 2017 Regular and Annual Board Meeting
  - January 18, 2017 Finance Committee Meeting
  - January 18, 2017 Capital Development, Leasing and Customer Fees Committee
  - January 20, 2017 Special Capital Development, Leasing and Customer Fees Committee
  - February 16, 2017 Special Capital Development, Leasing and Customer Fees Committee
  - January 4, 2017 Internal Policy and Compliance Committee
5. DIRECTOR'S REPORT TAB #2 PAGE #27
6. REVIEW OF FINANCIAL STATEMENTS TAB #3 PAGE #32
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 Resolution 2017-2076; Resolution Authorizing the Borrowing of Funds for the DuPage Airport Authority and the Execution of a Loan Agreement with MB Financial Bank, N.A.  
*Authorizes the execution of a Loan Agreement with MB Financial Bank, N.A. which will allow the DuPage Airport Authority do borrow short term funds in the event they are needed to achieve the Authorities 2017 Capital Improvement Program.*  
FINANCE TAB #4 PAGE #33

- b. Proposed Resolution 2017-2077; Award of Bid to Burris Equipment Company for the Procurement of Two (2) Golf Course Greens Rollers.**  
*Approves the procurement of two (2) Smithco XL70 units for a total cost of \$29,353 F.O.B. Prairie Landing Golf Club.*  
**GOLF** **TAB #5** **PAGE #38**
- c. Proposed Resolution 2017-2078; Award of Bid to J.W. Turf, Inc. for the Procurement of One (1) Golf Course Turf Aerator.**  
*Approves the procurement of one (1) John Deere Aercore 1500 for a total cost of \$21,995.27 F.O.B. Prairie Landing Golf Club.*  
**GOLF** **TAB #6** **PAGE #42**
- d. Proposed Resolution 2017-2079; Award of a Tree Maintenance Services Contract to Clean Cut Tree Services, Inc.**  
*Approves a one (1) year Tree Maintenance Services Contract, subject to two (2) one (1) year extensions at the sole discretion of the Authority. Annual cost of \$10,617 (year 1), \$10,829.34 (year 2), and \$11,045.93 (year 3).*  
**FINANCE** **TAB #7** **PAGE #46**
- e. Proposed Resolution 2017-2080; Award of Contract to Martam Construction for the SW Drainage Project.**  
*Approves a contract to construct approximately 2,500' of 36" storm sewer to convey farm field underdrainage. Total authorized construction cost not-to-exceed \$325,582.13, which includes a 10% owner's contingency.*  
**CAPITAL** **TAB #8** **PAGE #50**
- f. Proposed Resolution 2017-2081; Authorizing the Execution of Construction Phase Task Order No. 2 with CH2M for the Project: SW Drainage Project.**  
*Authorizes a task order for construction phase services related to the SW Drainage Project. Task order not-to-exceed \$29,777.61.*  
**CAPITAL** **TAB #9** **PAGE #55**
- g. Proposed Resolution 2017-2082; Award of Contract to Biofoam, Inc. for Spray-On Closed Cell Insulation of a Hangar Roof.**  
*Approves a contract to spray coat closed cell polyurethane insulation on the ceiling of Hanger E1 Bays 1 and 2. including the removal of existing insulation. Total authorized construction cost not-to-exceed \$43,200.30, which includes a 10% owner's contingency.*  
**CAPITAL** **TAB #10** **PAGE #58**
- h. Proposed Resolution 2017-2083; Award of Contract to DCG Roofing Solutions, Inc. for a Membrane Roof Replacement Project.**  
*Approves a contract to replace the PVC membrane roof at the N. Hightail Hangar Bay 1 Office, the project also includes perimeter coping cap and window sill flashing. Total authorized construction cost not-to-exceed \$23,964.60, which includes a 10% owner's contingency.*  
**CAPITAL** **TAB #11** **PAGE #63**
- i. Proposed Resolution 2017-2084; Award of Contract to Gate Options for the Replacement of Three (3) Electric Gate Operators.**  
*Approves a contract to replace three (3) Hy-Security model electric gate operators. Total authorized construction cost not-to-exceed \$50,589, which includes a 10% owner's contingency.*  
**CAPITAL** **TAB #12** **PAGE #68**



**DuPAGE AIRPORT AUTHORITY  
ANNUAL AND REGULAR BOARD MEETING  
Wednesday, January 18, 2017**

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The Regular and Annual Meeting of the Board of Commissioners of the DuPage Airport Authority was convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, First Floor Conference Room; Wednesday, January 18, 2017. 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.

**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; Dan Barna, Operations and Capital Programs Manager; Brian DeCoudres, Flight Center General Manager; Pamela Miller, Executive Assistant and Board Liaison.

**Others in Attendance:** Phil Luetkehans, Schirott, Luetkehans and Garner; Michael Vonic, CH2M; Brian Quinlan, Burns & McDonnell; Michael Toth, JWI; Russell Danwin, public attendee.

**Members of the Press:**

None

**PUBLIC COMMENT**

None

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

A **MOTION** was made by Commissioner Ledonne to recess the Regular Meeting of the DuPage Airport Authority Board of Commissioners. The motion was seconded by Commissioner Posch and passed unanimously by roll call vote (9-0). 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 2017 FISCAL YEAR**

Commissioner Ledonne made a **MOTION** to open nominations for 2017 Officers of the DuPage Airport Authority Board of Commissioners; this **motion was seconded** by Commissioner Posch. The motion was unanimously passed by roll call vote (9-0) and Commissioner Donnelly entered into nomination the following slate of officers for consideration:

*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.*

Chairman Davis asked for other nominations and there were none; nominations were closed.

Commissioner Donnelly made a **MOTION** to approve the slate of officers for 2017 as presented and this **motion was seconded** by Commissioner Posch. The Slate of Officers for 2017, as moved and seconded, was passed unanimously by roll call vote (9-0).

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

Chairman Davis stated that he is very pleased with Committees as currently established and asked if any Commissioner wished to make changes. There were no changes requested.

#### **APPROVAL OF 2017 MEETING CALENDAR**

Executive Director Bird advised the adjustments requested at the November Board Meeting for the 2017 Meeting Calendar were made. Chairman Davis asked if there are additional comments or other changes and there were none. Discussion followed.

Commissioner Ledonne made a **MOTION** to approve the 2017 Board and Committee Meeting Calendar and Commissioner Sharp **seconded the motion**; the motion was passed unanimously by roll call vote (9-0).

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

A **MOTION** was made by Commissioner Donnelly to adjourn the Annual Board Meeting; the **motion was seconded** by Commissioner Posch. The motion was unanimously passed by voice vote and the Annual Board Meeting adjourned at 3:09 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 16, 2016 Regular Board Meeting and there were none. Commissioner Sharp made a **MOTION** to approve the minutes of the November 16, 2016 Regular Board Meeting and Commissioner LaMantia **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 16, 2016 Capital Development, Leasing and Customer Fees Committee Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the November 16, 2016 Capital Development, Leasing and Customer Fees Committee Meeting and Commissioner Posch **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 18, 2016 Special Capital Development Committee Meeting and there were none. Commissioner Sharp made a **MOTION** to approve the minutes of the November 18, 2016 Special Capital Development Committee 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 16, 2016 Special Capital Development Committee Meeting and there were none. Commissioner Posch made a **MOTION** to approve the minutes of the December 16, 2016 Special Capital Development 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 16, 2016 Finance, Budget and Audit Committee Meeting and there were none. Commissioner Huizenga made a **MOTION** to approve the minutes of the November 16, 2016 Finance, Budget and Audit Committee Meeting and Commissioner Sharp **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:

### *Fuel Sales:*

100 LL sales were up for the month of December as well as for the year mainly as a result of Flight Training. Overall 2015 vs 2016 total fuel sales were mainly flat and consistent with national trends; staff will continue to monitor these trends. Discussion continued

### *Operations:*

Total operations for the year are up just over 32%. This increase is being driven by local operations, increasing 66% for the year. Itinerant operations increased by 11.5%; this is not being reflected in Jet A fuel sales due to more firms tankering their own fuel.

Executive Director Bird and Mark Doles recently attended the Chicago Area Business Aviation Association (CABAA) Meeting for January and Ed Bolen, National Business Aviation Association (NBAA) CEO was a speaker. Executive Director Bird reported that Mr. Bolen was encouraged to hear that both local operations and 100 LL fuel sales are up for DuPage. Discussion followed.

Executive Director Bird reported that the new Aircraft Rescue and Firefighting (ARFF) vehicle has been delivered and is parked on the back ramp for viewing. He continued that by the March Board Meeting it is anticipated the new hangar will be completed and a tour will be provided at that time.

Executive Director reminded Board Members to complete the mandated annual Ethics Training if they have not done so.

Monthly Special Capital Development Committee meetings to discuss concepts and ideas for future development of the DuPage Business Center are continuing. The fourth of these meetings will be held on Friday, January 20, at 8:00 a.m.

Executive Director Bird advised that the final 2017 Budget and Appropriations Ordinance is on the agenda for approval. He continued that on December 1, 2016, the Tentative Budget and Appropriations was submitted to DuPage County Board Chairman Dan Cronin for review; no questions or comments have been received from the County Board Chairman or his staff.

Executive Director Bird asked Mike Toth of J. A. Watts Inc. to provide review of Capital Improvement Program. Mr. Toth advised that 58 of the 64 total projects undertaken in 2016 have been completed and paid out; a 91% closure rate for 2016 capital projects. Mr. Toth expressed his appreciation to staff. Discussion followed regarding the capital projects anticipated for 2017 and the costs budgeted for these projects.

## **REVIEW OF FINANCIAL STATEMENTS**

Executive Director Bird asked Patrick Hoard to provide a review of the Financial Statements for December 2016 and discussion followed.

## **REPORT OF COMMITTEES**

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

Commissioner LaMantia advised the Internal Policy and Compliance Committee met on January 4 and items 9. (a), (b), (c) and (g) under the *New Business* portion of the agenda were recommended for Board approval. These items relate to the procurement policy, travel policy, By-Laws, and management of recreational drones.

**Finance, Budget and Audit Committee:**

Commissioner Huizenga advised the Finance, Budget and Audit Committee met and the resolutions and ordinances appearing on the Board Meeting agenda were discussed and favorably recommended for Board approval.

**Golf Committee:**

Commissioner Donnelly stated that the Golf Committee did not meet in January. He added that the financials as presented by Mr. Hoard show that golf operations at Prairie Landing are looking good and the course is profitable.

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

Commissioner Wagner 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 provided an update on the recent park activities. He provided an update on the progress of DS Containers now that construction has been completed. He also reported on the market activities for the I-88 corridor, Chicagoland area and the DuPage Business Center. Discussion followed.

**OLD BUSINESS**

None

**NEW BUSINESS**

**Proposed Ordinance 2017-305; Adoption of the Revised By-Laws for the DuPage Airport Authority Board of Commissioners.**

*Modifies the By-Laws of the DuPage Airport Authority to make the Board Chairman an ex-officio member of each committee and allows committee chairpersons to appoint other Commissioners as temporary committee members.*

Executive Director Bird read into the record Proposed Ordinance 2017-305 and advised this was considered by the Internal Policy and Compliance Committee and unanimously recommended for Board approval. Discussion followed.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2017-305; Adoption of the Revised By-Laws for the DuPage Airport Authority Board of Commissioners. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (9-0).

**Proposed Ordinance 2017-306; Prohibiting Recreational Operation of Small Unmanned Aircraft on or Above DuPage Airport Authority Property.**

*Amends the DuPage Airport Authority Rules and Regulations by prohibiting the operation of small unmanned aircraft (a/k/a drones) without a commercial license on or above property owned by the DuPage Airport Authority.*

Executive Director Bird read into the record Proposed Ordinance 2017-306 and advised this was considered by the Internal Policy and Compliance Committee and unanimously recommended for Board approval. Discussion followed.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Ordinance 2017-306; Prohibiting Recreational Operation of Small Unmanned Aircraft on or Above DuPage Airport Authority Property. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (9-0).

**Proposed Ordinance 2017-307; Amending the DuPage Airport Authority Procurement Policy.**

*Provides the Board Chairman of the DuPage Airport Authority the ability to appoint someone, other than the Executive Director, to decide bid protests.*

Executive Director Bird read into the record Proposed Ordinance 2017-307 and advised this was considered by the Internal Policy and Compliance Committee and unanimously recommended for Board approval. There was no further discussion.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Ordinance 2017-307; Amending the DuPage Airport Authority Procurement Policy. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (9-0).

**Proposed Ordinance 2017-308; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2017 and Ending December 31, 2017.**

Executive Director Bird read into the record Proposed Ordinance 2017-308 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 Donnelly to approve Proposed Ordinance 2017-308; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2017 and Ending December 31, 2017. The **motion was seconded** by Commissioner Posh and was unanimously passed by roll call vote (9-0).

**Proposed Ordinance 2017-309; An Ordinance of the DuPage Airport Authority Promulgating Regulations Under the Freedom of Information Act.**

Executive Director Bird read into the record Proposed Ordinance 2017-309 and advised the Board is required by statute to pass this Ordinance each year. There was no further discussion.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2017-309; 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 2017-310; An Ordinance Rescinding the Abatement of the Levy of Tax Authorized by Ordinance 2016-293.**

Executive Director Bird read into the record Proposed Ordinance 2017-310 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 Ordinance 2017-310; Rescinding the Abatement of the Levy of Tax Authorized by Ordinance 2016-293. The **motion was seconded** by Commissioner Donnelly and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2017-2065; Approving Travel Requests and Expense Reimbursement Policy.**

*Enacts a Travel Requests and Expense Reimbursement Policy to comply with Public Act 99-0604 – the local Government Travel Expense Control Act.*

Executive Director Bird read into the record Proposed Resolution 2017-2065 and advised this was considered by the Internal Policy and Compliance Committee and unanimously recommended for Board approval. There was no further discussion.



A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2017-2065; Approving Travel Requests and Expense Reimbursement Policy. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2017-2066; Approving the Use of Outside Attorneys for the Fiscal Year 2017.**

*Approves utilizing the firms of Schirott, Luetkehans and Garner, LLC and SheppardMullin to provide legal services for the 2017 fiscal year.*

Executive Director Bird read into the record Proposed Resolution 2017-2066 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 Resolution 2017-2066; Approving the Use of Outside Attorneys for the Fiscal Year 2017. The **motion was seconded** by Commissioner Wagner and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2017-2067; 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 for a total not-to-exceed cost of \$42,500.*

Executive Director Bird read into the record Proposed Resolution 2017-2067 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 Wagner to approve Proposed Resolution 2017-2067; Authorizing the Execution of a Professional Services Agreement with Serafin & Associates Inc. for Marketing and Communication Services. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2017-2068; Disposal/Destruction of Surplus Personal Property.**

*Approves the disposition of One (1) 1993 Emergency Firefighting Rapid Intervention Vehicle through sale by a public internet auction.*

Executive Director Bird read into the record Proposed Resolution 2017-2068 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 2017-2068; Disposal/Destruction of Surplus Personal Property. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2017-2069; Award of Uniform and Mat Rental Contract to Cintas Corporation.**

*Approves a three (3) year Uniform and Mat Rental Contract. Three (3) year cost of \$42,000.*

Executive Director Bird read into the record Proposed Resolution 2017-2069 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 Donnelly to approve Proposed Resolution 2017-2069; Award of Uniform and Mat Rental Contract to Cintas Corporation.

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

**Proposed Resolution 2017-2070; Award of a Janitorial Services Contract to Emerald Restoration & Cleaning Service, Ltd.**

*Approves a one (1) year Janitorial Contract, subject to two (2) one (1) year extensions at the sole discretion of the Authority. \$98,446 (year 1), \$100,817 (year 2), and \$103,126 (year 3).*

Executive Director Bird read into the record Proposed Resolution 2017-2070 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 2017-2070; Award of a Janitorial Services Contract to Emerald Restoration & Cleaning Service, Ltd. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (9-0).

**Proposed Resolution 2017-2071; Ratification of the Executive Director's Execution of a Change Order to the Purchase Order Contract with Rosenbauer Minnesota, LLC. for the Procurement of One (1) 4X4 Aircraft Rescue and Firefighting Vehicle.**

*Ratifies the Executive Director's execution of a \$12,305 Change Order for the addition of critical options required during the fabrication of the 4X4 Aircraft Rescue and Firefighting Vehicle.*

Executive Director Bird read into the record Proposed Resolution 2017-2071 and advised this was considered by the Finance Committee and unanimously recommended for Board approval. Discussion followed.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2017-2071; Ratification of the Executive Director's Execution of a Change Order to the Purchase Order Contract with Rosenbauer Minnesota, LLC. for the Procurement of One (1) 4X4 Aircraft Rescue and Firefighting Vehicle. The **motion was seconded** by Commissioner Sharp and was passed by roll call vote (9-0).

**Proposed Resolution 2017-2072; Authorizing the Execution of a Cash Farm Lease with Henry Harvell for 338 Acres.**

*Authorizes the execution of a three (3) year Cash Farm Lease for 338 acres located in the DuPage Business Center. \$185 per acre lease rate, \$62,530 annual cash farm rent.*

Executive Director Bird read into the record Proposed Resolution 2017-2072 and advised this was considered by the Capital Development Committee and unanimously recommended for Board approval. Discussion followed.

A **MOTION** was made by Commissioner Sharp to approve Proposed Resolution 2017-2072; Authorizing the Execution of a Cash Farm Lease with Henry Harvell for 338 Acres. The **motion was seconded** by Commissioner Donnelly and was passed by roll call vote (9-0).

**Proposed Resolution 2017-2074; Authorizing the Execution of Task Order No. 35 with Kluber Architects and Engineers for the Project: Replace DuPage Flight Center Boilers/Pumps and Retrofit VAV Boxes.**

*Authorizes a task order for design and construction phase services related to the Flight Center Boiler Replacement and VAV Retrofit Project. Task order fee not-to-exceed \$47,379.*

Executive Director Bird read into the record Proposed Resolution 2017-2074 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 2017-2074; Authorizing the Execution of Task Order No. 35 with Kluber Architects and Engineers for the Project: Replace DuPage

Flight Center Boilers/Pumps and Retrofit VAV Boxes. The **motion was seconded** by Commissioner Sharp and was passed by roll call vote (9-0).

**Proposed Resolution 2017-2075; Authorizing the Execution of an Amendment to the Intergovernmental Agreement with West Chicago Fire Protection District.**

*Approves the execution of an Amendment to the IGA with the West Chicago Fire Protection District to provide the 320 Kress Road building for additional training space.*

Executive Director Bird read into the record Proposed Resolution 2017-2075 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 Ledonne to approve Proposed Resolution 2017-2075; Authorizing the Execution of an Amendment to the Intergovernmental Agreement with West Chicago Fire Protection District. The **motion was seconded** by Commissioner Sharp and was passed unanimously by roll call vote (9-0).

**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; 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. The **motion was seconded** by Commissioner Sharp and was passed unanimously by roll call vote (9-0). The Regular Meeting was recessed to Executive Session at 4:10 p. m. and was reconvened at 4:40 p.m. Upon roll call, a quorum was present for the remainder of the Regular Board Meeting.

**OTHER BUSINESS**

None

A **MOTION** was made by Commissioner Ledonne to adjourn the Regular Meeting of the DuPage Airport Authority Board of Commissioners. The **motion was seconded** by Commissioner Sharp and was passed unanimously by voice vote; the meeting was adjourned at 4:42 p.m.

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**Stephen L. Davis**  
Chairman

(ATTEST)

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**Gina R. LaMantia**  
Secretary

**DuPAGE AIRPORT AUTHORITY  
FINANCE, BUDGET AND AUDIT COMMITTEE  
WEDNESDAY, JANUARY 18, 2017**

A meeting of the Finance, Budget and Audit Committee of the DuPage Airport Authority Board of Commissioners was convened at the Daniel L. Goodwin Flight Center Building, First Floor Conference Room, 2700 International Drive, West Chicago, Illinois on Wednesday, January 18, 2017. Committee Chairman Huizenga called the meeting to order at 1:31 p.m. A quorum was present for the committee meeting.

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

**Commissioners Absent:** None

***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 reviewed the December 2016 Financial Statements and discussion followed:

*Operating Revenues:*

*Airport Operations* revenues are on budget for the year; *Flight Center Fuel Operations* decreased 14%; *Prairie Landing Golf Club* decreased 4%. *Total Operating Revenues* are down 9%; actual versus budget. The decrease in golf revenues is largely because of the lack of bookings for weddings, outings and banquets for 2016; seeing increased activity regarding weddings for 2017 and 2018. Discussion followed.

*Operating Expenses:*

Each business is doing well with keeping expenses down.  
The average selling price for fuel was less than anticipated so flight center expenses are flat.  
*Total Operating Expenses* decreased 12% actual versus budget.

*Net Profit from Operations:* Year-to-date actual net profit from operations versus the amount budgeted is significantly higher for this time period. A gross profit of \$180,000 was budgeted for the golf club and that figure was exceeded at the end of the year finishing at \$295,000.

*Total Non-Operating Revenues:* Showing no significant changes since the last report; \$7.2 million actual versus \$5.5 million budgeted.

*Total Non-Operating Expenses:* Decreased 24% which is being driven by Property Taxes at the Prairie Landing Golf Club.

*Capital Development Program:* Budgeted year-to-date spending was less than actual for Capital and Major Maintenance programs due to land acquisitions that have not yet occurred; over \$10 million for the purchases of the Oliver Hoffman property and the Pheasant Run property.

Construction is progressing with the new hangar which was originally expected to be completed and funds utilized in 2016. Completion date is now anticipated for early 2017 and the remaining funds have been carried over into the 2017 budget year.

Cash Ending Balance Ending: Actual Year-to-Date Ending Cash Balance through December 2016 is \$20,123.014.

#### **NEW BUSINESS**

##### **Proposed Ordinance 2017-308; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for Fiscal Year Beginning January 1, 2017 and Ending December 31, 2017.**

Executive Director Bird reported the 2017 Tentative Budget and Appropriations was approved by the Board at the November 2016 meeting and was forwarded to DuPage County Board Chairman Cronin on December 1, 2016 for review; no comments were received from Chairman Cronin or his staff. All statutory requirements have been met for passage of the final 2017 budget. Discussion followed.

A **MOTION** was made by Commissioner Wagner to approve Proposed Ordinance 2017-308; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for Fiscal Year beginning January 1, 2017 and Ending December 31, 2017. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (6-0).

##### **Proposed Ordinance 2017-310; An Ordinance Rescinding the Abatement of the Levy of Tax Authorized by Ordinance 2016-293.**

Executive Director Bird stated the Board originally approved Ordinance 2016-293 for abatement of \$500,000 in 2016. He continued that an error was made and the required filing date with DuPage County was missed and at that time it was determined the abatement would be allowed to roll into the 2017 budget year. Executive Director Bird continued that at the last Board meeting it was discussed and decided that due to the ongoing land acquisitions anticipated for the Oliver Hoffman Property and the Pheasant Run property, it would not be in the best interest of the Airport Authority to abate for the 2017 budget year. He explained that this proposed ordinance will allow the original ordinance for abatement, Ordinance 2016-293, to be rescinded. Board approval was recommended and discussion followed.

A **MOTION** was made by Commissioner Wagner to approve Proposed Ordinance 2017-310; An Ordinance Rescinding the Abatement of the Levy of Tax Authorized by Ordinance 2016-293. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (6-0).

##### **Proposed Resolution 2017-2067; 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 the Airport Authority has had an agreement with Serafin & Associates for the last few years. He continued that Serafin's services have been valuable for marketing and public relations by providing marketing materials, press releases and coordination of events for the Airport Authority, Flight Center and Prairie Landing Golf Club. Discussion followed.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2017-2067; 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 unanimously passed by roll call vote (6-0).

##### **Proposed Resolution 2017-2068; Disposal/Destruction of Surplus Personal Property.**

*Approves the disposition of One (1) 1993 Emergency Firefighting Rapid Intervention Vehicle through sale by a public internet auction.*

Dan Barna explained staff is seeking Board approval to dispose of the 1993 ARFF Truck that has been replaced with the purchase of the new 2017 Rosenbauer ARFF Vehicle. This resolution will authorize the disposition and sale of this truck through a public auction. Discussion continued.

A **MOTION** was made by Commissioner Sharp to approve Proposed Resolution 2017-2068; Disposal/Destruction of Surplus Personal Property. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (6-0).

**Proposed Resolution 2017-2069; Award of a Uniform and Mat Rental Contract to Cintas Corporation.**

*Approves a three (3) year Uniform and Mat Rental contract. Three (3) year cost of \$42,000.*

Mr. Barna explained this contract provides for the rental and weekly cleaning of uniforms for employees of the Maintenance Department and Flight Center Line Service, and also for floor mats at various locations at the Airport. Mr. Barna continued that currently there is a 3-year contract with Aramark Uniform Service and that contract expires January 31. Two bids were received and Cintas corporation was determined to be the low, responsive, responsible bidder. He reviewed the terms of this three-year contract with Cintas and Board approval was recommended.

A **MOTION** was made by Commissioner Wagner to approve Proposed Resolution 2017-2069; Award of a Uniform and Mat Rental contract to Cintas Corporation. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (6-0).

**Proposed Resolution 2017-2070; Award of a Janitorial Services Contract to Emerald Restoration & Cleaning Service, Ltd.**

*Approves a one (1) year Janitorial Contract, subject to two (2) one (1) year extensions at the sole discretion of the Authority. \$98,446 (year 1), \$100,817 (year 2), and \$103,126 (year 3).*

Mr. Barna stated that the previous contract for janitorial services was with another provider and that contract was terminated in the fall of 2016 due to the company going out of business. He added that since that time a temporary service has been utilized until a new contract could be established. Mr. Barna explained this was not a sealed bid process but a Request for Proposal (RFP) process was conducted to secure a new one-year contract with two one-year extensions; seven proposals were received. An evaluation panel was established and after review of these proposals Emerald Restoration and Cleaning Service was determined to be the highest ranking company. Mr. Barna discussed the scope of work included with this contract and the costs associated. Staff recommended approval.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2017-2070; Award of a Janitorial Services Contract to Emerald Restoration & Cleaning Service, Ltd. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (6-0).

**Proposed Resolution 2017-2071; Ratification of a Change Order to the Purchase Order Contract with Rosenbauer Minnesota, LLC for the Procurement of one (1) 4X4 Aircraft Rescue and Firefighting Vehicle.**

*Ratifies the Executive Director's execution of a \$12,305 Change Order for the addition of critical options required during the fabrication of the 4X4 Aircraft Rescue and Firefighting Vehicle.*

Mr. Barna explained that when staff reviewed the newly purchased ARFF truck at the pre delivery inspection, three signification options were discovered to be missing on the new truck that had not been included in the original specifications. He reviewed these crucial components and the costs associated. He continued to explain that due to time constraints, the Executive Director executed this change order with Rosenbauer Minnesota and staff is seeking the Board's ratification. Discussion followed.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2017-2071; Ratification of a Change Order to the Purchase Order Contract with Rosenbauer Minnesota, LLC for the Procurement of one (1) 4X4 Aircraft Rescue and Firefighting Vehicle. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (6-0).

**OTHER BUSINESS**

None

A **MOTION** was made by Commissioner Sharp 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 2:04 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 18, 2017**

The meeting of the Capital Development, Leasing and Customer Fees Committee of the DuPage Airport Authority Board of Commissioners was convened at the Daniel L. Goodwin Flight Center Building, First Floor Conference Room, 2700 International Drive, West Chicago, Illinois on Wednesday, November 16, 2016. Committee Chairman Wagner called the meeting to order at 2:35 p.m. A quorum was present for this meeting.

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

**Absent:** None

**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; Michael Toth, JWI; Brian Quinlan, Burns and McDonnell.

**Press:** None

**CAPITAL DEVELOPMENT**

**NEW BUSINESS**

**Proposed Resolution 2017-2072; Authorizing the Execution of a Cash Farm Lease with Henry Harvell for 338 Acres.**

*Authorizes the execution of a three (3) year Cash Farm Lease for 338 acres located in the DuPage Business Center. \$185 per acre lease rate, \$62,530 annual cash farm rent.*

Dan Barna stated there is currently a three-year cash farm lease for 338 acres at the DuPage Business Center. He continued that the previous cash farm lease was with Henry Harvell and this lease expired on December 31, 2016. Bids were solicited for a new three-year lease and only one bid was received; this cash farm lease was put out for bid a second time and two bids were received. Discussion followed regarding the evaluation of these two bids and Henry Harvell was determined to be the highest and most advantageous bid per acre. Discussion continued and staff recommended approval.

A **MOTION** was made by Commissioner Ledonne for Proposed Resolution 2017-2072; Authorizing the Execution of a Cash Farm Lease with Henry Harvell for 338 Acres. The **motion was seconded** by Commissioner Chavez and was unanimously passed by roll call vote (5-0).

**Proposed Resolution 2017-2074; Authorizing the Execution of a Task Order with Kluber Architects and Engineers for the Project: Replace DuPage Flight Center Boilers/Pumps and Retrofit VAV Boxes.**

*Authorizes a task order for design and construction phase services related to the Flight Center Boiler Replacement and VAV Retrofit Project. Task order fee not-to-exceed \$47,379.*

Mr. Barna reviewed this project to replace two boilers at the Flight Center that were installed in 1993 and reaching their end of life services. He continued to explain the scope of this projects and the type of high efficiency boilers to be installed. He advised that Kluber Architects and Engineers have submitted a Task Order to provide assistance with the Department of Commerce and Economic Opportunity (DCEO) rebate, and the design and construction phase services necessary for completing this project. Discussion followed; Board approval was recommended.



A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2017-2074; Authorizing the Execution of a Task Order with Kluber Architects and Engineers for the Project: Replace DuPage Flight Center Boilers/Pumps and Retrofit VAV Boxes. The **motion was seconded** by Commissioner Chavez and was unanimously passed by roll call vote (5-0).

**Proposed Resolution 2017-2075; Authorizing the Execution of a First Amendment to the Intergovernmental Agreement with the City of West Chicago Fire Protection District.**

*Approves the execution of an Amendment to the IGA with the West Chicago Fire Protection District to provide the 320 Kress Road building for additional training space.*

Mark Doles stated the West Chicago Fire Protection District (WCFPD) previously entered into an Intergovernmental Agreement (IGA) with the Airport Authority to provide aircraft rescue and firefighting services. He continued that the IGA provides 24/7/365 coverage on the Airport by trained personnel, provides certain training for DAA personnel, provides nightly airfield checks and allows for the use of the Airport Authority owned motor vehicles and the fire station. Mr. Doles advised the WCFPD has been looking to undertake additional training opportunities and have expressed interest in utilizing a vacant building located on Airport property at Kress Road for these training opportunities. The Airport Authority is proposing to amend the existing IGA to cover the WCFPD's use of this vacant building on a month-to-month basis to determine if this is a viable option for this training. Mr. Doles reviewed the scope of this proposed amendment to the IGA and discussion followed. Board approval was recommended.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2017-2075; Authorizing the Execution of a First Amendment to the Intergovernmental Agreement with the City of West Chicago Fire Protection District. The **motion was seconded** by Commissioner Sharp and was passed unanimously by roll call vote (5-0).

**RECESS TO EXECUTIVE SESSION**

There was no Executive Session.

**OTHER BUSINESS**

None

Commissioner Ledonne made a **MOTION** to adjourn the Capital Development, Leasing and Customer Fees Committee Meeting; the **motion was seconded** by Commissioner Sharp and was passed by unanimous voice vote. The committee meeting was adjourned at 2:43 p.m.

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

**DuPAGE AIRPORT AUTHORITY  
CAPITAL DEVELOPMENT, LEASING AND CUSTOMER FEES  
SPECIAL COMMITTEE MEETING  
THURSDAY, FEBRUARY 16, 2017**

A special meeting of the Capital Development, Leasing and Customer Fees Committee of the DuPage Airport Authority Board of Commissioners was convened at the Daniel L. Goodwin Flight Center Building, First Floor Conference Room, 2700 International Drive, West Chicago, Illinois on Thursday, February 16, 2017. Committee Chairman Wagner called the meeting to order at 1:32 p.m. A quorum was present for this meeting.

**Commissioners Present:** Chavez, Posch, Sharp, Wagner.  
**Absent:** Ledonne, Davis

**DAA Staff Present:** David Bird, Executive Director; Mark Doles, Director of Aviation Facilities and Properties; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; Pamela Miller, Executive Assistant and Board Liaison.

**Others:** Phil Luetkehans, Schirott, Luetkehans and Garner; Victor Narusis, Illinois Department of Commerce and Economic Opportunity; Michelle Sterling, Illinois Department of Commerce and Economic Opportunity.

**Press:** None

**NEW BUSINESS**

**Discussion of Concepts and Alternatives for Development of the DuPage Business Center.** Chairman Wagner introduced guests from the Illinois Department of Commerce and Economic Opportunity (DCEO); Victor Narusis and Michelle Sterling. Each representative spoke briefly regarding their previous experience.

Ms. Sterling reviewed the tools that can be offered by the State of Illinois at this time. She discussed in depth the **EDGE** tax credits and advised these are provided through the Illinois General Assembly. Ms. Sterling stated that due to Illinois budget issues not many tools are available at this time. She stated that incentives are not what makes the actual final decision on deals, it is the employees; Illinois is known for its workforce and that is what sets Illinois apart for attracting business and industry. Ms. Sterling continued that Illinois is a crossroads for highways, railroads and airports. She related that the State of Illinois, in years past, had supported the DuPage Business Center with development of the park's infrastructure but this type of support is no longer available. Ms. Sterling advised that in her meetings with *Choose DuPage*, Business Center development is a regular topic for discussion and is one of DuPage County Chairman Cronin's priorities for DuPage County. Discussion followed.

Mr. Narusis stated if there are business interests coming into the area, DCEO would be very interested in making a presentation to them. He continued that Illinois has many attributes and even though incentives are not available at this time, there other things that can be offered. Discussion followed and it was established that Ms. Sterling would be the Airport Authority's contact if opportunities should arise. Discussion continued and the representatives from DCEO departed the meeting.

Executive Director Bird reported recent meetings have occurred regarding potential incentives with the District 94 Superintendent (High School Districts), District 33 Superintendent, John Said and Michael Guttman of the City of West Chicago; each expressed support going forward. Executive Director Bird added that incentives the Airport Authority would be able to offer, in compliance with the FAA, can also be considered. Executive Director Bird advised the potential Eola extension was also discussed with Mr. Said and he will be doing background work on the proposed Eola extension as well as the FERMI rail spur. Discussion followed.

It was determined that staff would continue to work with Gruen Gruen + Associates and Attorney Luetkehans to develop a draft Request for Proposal (RFP) for committee review at the March special meeting. Representatives of Gruen Gruen + Associates will also attend the March meeting and will review various models that can be considered for the development plan. Discussion continued regarding RFP development.

Executive Director Bird advised the next Special Capital Development Committee Meeting would be held in late March with the specific date to be determined.

#### **RECESS TO EXECUTIVE SESSION**

There was no Executive Session held.

#### **OTHER BUSINESS**

**None**

Commissioner Sharp made a **MOTION** to adjourn the Special Meeting of the Capital Development, Leasing and Customer Fees Committee; the **motion was seconded** by Commissioner Chavez and was passed by unanimous voice vote. The committee meeting was adjourned at 2:24 p.m.

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

**DuPAGE AIRPORT AUTHORITY  
CAPITAL DEVELOPMENT, LEASING AND CUSTOMER FEES  
SPECIAL COMMITTEE MEETING  
FRIDAY, JANUARY 20, 2017**

A special meeting of the Capital Development, Leasing and Customer Fees Committee of the DuPage Airport Authority Board of Commissioners was convened at the Daniel L. Goodwin Flight Center Building, First Floor Conference Room, 2700 International Drive, West Chicago, Illinois on Friday, January 20, 2017. Committee Chairman Wagner called the meeting to order at 8:02 a.m. A quorum was present for this meeting.

**Commissioners Present:** Chavez, Davis, Ledonne, Posch, Sharp, Wagner.  
**Absent:** None

**DAA Staff Present:** David Bird, Executive Director; Mark Doles, Director of Aviation Facilities and Properties; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; Pamela Miller, Executive Assistant and Board Liaison.

**Others:** Phil Luetkehans, Schirott, Luetkehans and Garner; John Wauterlek, Hamilton Partners.

**Press:** None

**NEW BUSINESS**

**Discussion of Concepts and Alternatives for Development of the DuPage Business Center.** Chairman Wagner stated this would be the fourth special meeting held for discussion of the future development of the DuPage Business Center.

Attorney Luetkehans introduced John Wauterlek of Hamilton Partners. Mr. Wauterlek stated he is happy to share his opinions for future development at the DuPage Business Center. He began by asking specific questions establishing a baseline to address the structure of this development plan and discussion followed each topic:

- What are the pros and cons for industrial development;
- What is the Airport Authority's motivation at this point for developing this property; make money on the land sale – create jobs – what is the pressure to create jobs;
- Issues with the land for users compared to other comparable properties;
- Competing developments;
- Accessibility to highways and user access;
- Creating a TIFF – pros and cons;
- Programs available at the State level;
- Establishing Incentives – working with City of West Chicago, City of St. Charles (being creative);
- Various development plan structures that can be options for the Business Center and what is the best option for the Business Center;
- Utilizing a developer versus a broker;
- Developing the Request for Proposal (RFP).

Board Chairman Davis stated that he felt it most important to keep the Airport at the top of the list of motivations for developing the DuPage Business Center. The Airport Authority's primary motivation and obligation is to the Airport, to reduce the Airport's dependence on the tax rolls and then job creation.

Discussion continued and Executive Director Bird advised the next Special Capital Development Committee Meeting would be held in February with the specific date to be determined.

**RECESS TO EXECUTIVE SESSION**

There was no Executive Session held.

**OTHER BUSINESS**

None

Board Chairman Davis made a **MOTION** to adjourn the Special Meeting of the Capital Development, Leasing and Customer Fees Committee; the **motion was seconded** by Commissioner Sharp and was passed by unanimous voice vote. The committee meeting was adjourned at 9:15 a.m.

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

**DuPAGE AIRPORT AUTHORITY  
CAPITAL DEVELOPMENT, LEASING AND CUSTOMER FEES  
SPECIAL COMMITTEE MEETING  
THURSDAY, FEBRUARY 16, 2017**

A special meeting of the Capital Development, Leasing and Customer Fees Committee of the DuPage Airport Authority Board of Commissioners was convened at the Daniel L. Goodwin Flight Center Building, First Floor Conference Room, 2700 International Drive, West Chicago, Illinois on Thursday, February 16, 2017. Committee Chairman Wagner called the meeting to order at 1:32 p.m. A quorum was present for this meeting.

**Commissioners Present:** Chavez, Posch, Sharp, Wagner.

**Absent:** Ledonne, Davis

**DAA Staff Present:** David Bird, Executive Director; Mark Doles, Director of Aviation Facilities and Properties; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; Pamela Miller, Executive Assistant and Board Liaison.

**Others:** Phil Luetkehans, Schirott, Luetkehans and Garner; Victor Narusis, Illinois Department of Commerce and Economic Opportunity; Michelle Sterling, Illinois Department of Commerce and Economic Opportunity.

**Press:** None

**NEW BUSINESS**

**Discussion of Concepts and Alternatives for Development of the DuPage Business Center.**

Chairman Wagner introduced guests from the Illinois Department of Commerce and Economic Opportunity (DCEO); Victor Narusis and Michelle Sterling. Each representative spoke briefly regarding their previous experience.

Ms. Sterling reviewed the tools that can be offered by the State of Illinois at this time. She discussed in depth the **EDGE** tax credits and advised these are provided through the Illinois General Assembly. Ms. Sterling stated that due to Illinois budget issues not many tools are available at this time. She stated that incentives are not what makes the actual final decision on deals, it is the employees; Illinois is known for its workforce and that is what sets Illinois apart for attracting business and industry. Ms. Sterling continued that Illinois is a crossroads for highways, railroads and airports. She related that the State of Illinois, in years past, had supported the DuPage Business Center with development of the park's infrastructure but this type of support is no longer available. Ms. Sterling advised that in her meetings with *Choose DuPage*, Business Center development is a regular topic for discussion and is one of DuPage County Chairman Cronin's priorities for DuPage County. Discussion followed.

Mr. Narusis stated if there are business interests coming into the area, DCEO would be very interested in making a presentation to them. He continued that Illinois has many attributes and even though incentives are not available at this time, there other things that can be offered. Discussion followed and it was established that Ms. Sterling would be the Airport Authority's contact if opportunities should arise. Discussion continued and the representatives from DCEO departed the meeting.

Executive Director Bird reported recent meetings have occurred regarding potential incentives with the District 94 Superintendent (High School Districts), District 33 Superintendent, John Said and Michael Guttman of the City of West Chicago; each expressed support going forward. Executive Director Bird added that incentives the Airport Authority would be able to offer, in compliance with the FAA, can also be considered. Executive Director Bird advised the potential Eola extension was also discussed with Mr. Said and he will be doing background work on the proposed Eola extension as well as the FERMI rail spur. Discussion followed.

It was determined that staff would continue to work with Gruen Gruen + Associates and Attorney Luetkehans to develop a draft Request for Proposal (RFP) for committee review at the March special meeting. Representatives of Gruen Gruen + Associates will also attend the March meeting and will review various models that can be considered for the development plan. Discussion continued regarding RFP development.

Executive Director Bird advised the next Special Capital Development Committee Meeting would be held in late March with the specific date to be determined.

#### **RECESS TO EXECUTIVE SESSION**

There was no Executive Session held.

#### **OTHER BUSINESS**

**None**

Commissioner Sharp made a **MOTION** to adjourn the Special Meeting of the Capital Development, Leasing and Customer Fees Committee; the **motion was seconded** by Commissioner Chavez and was passed by unanimous voice vote. The committee meeting was adjourned at 2:24 p.m.

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

**DuPAGE AIRPORT AUTHORITY  
INTERNAL POLICY AND COMPLIANCE COMMITTEE**

**Wednesday, January 4, 2017**

DuPage Airport Authority  
Daniel L. Goodwin Flight Center Building  
2700 International Drive  
West Chicago, Illinois 60185

The Internal Policy and Compliance Committee of the DuPage Airport Authority Board of Commissioners convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois on Wednesday, January 4, 2017. Committee Chairwoman LaMantia called the meeting to order at 8:00 a.m. and a quorum was present for the meeting.

**Commissioners Present:** Chavez, LaMantia, Posch

**Absent:** Ledonne

**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, Operations and Capital Program Manager; Pamela Miller, Executive Assistant and Board Liaison.

**Others in Attendance:** Brian Armstrong, Schirott, Luetkehans & Garner, LLC.

**Members of the Press:** None

**NEW BUSINESS**

**Proposed Ordinance 2017-305; Adoption of the Revised By-Laws for the DuPage Airport Authority Board of Commissioners.**

*Modifies the By-Laws of the DuPage Airport Authority to make the board Chairman an ex-officio member of each committee and allows Committee chairpersons to appoint other Commissioners as temporary committee members.*

Executive Director Bird advised that Chairman Davis had request that the following amendments to the By-Laws be considered by the Policy Committee:

The first modification would allow the Board Chairman to be a voting member of the committees. Discussion followed and Committee Chairwoman LaMantia asked that the language in the first modification be restructured to provided more clarification prior to being brought to the Board for clarification.

The second modification would allow Committee Chairpersons to appoint commissioners who are not members of their committee as temporary members for a particular committee meeting. Discussion followed.

A **MOTION** was made by Commissioner Chavez to recommend Board approval of Proposed Ordinance 2017-305; Adoption of the Revised By-Laws for the DuPage Airport Authority Board of Commissioners subject to the modifications as discussed. The **motion was seconded** by Commissioner Posch and was passed unanimously by roll call vote (3-0).



**Proposed Ordinance 2017-306; Prohibiting Recreational Operation of Small Unmanned Aircraft on or Above DuPage Airport Authority Property.**

*Amends the DuPage Airport Authority Rules and Regulations by prohibiting the operation of small unmanned aircraft (a/k/a drones) without a commercial license on or above property owned by the DuPage Airport Authority and imposes a fine for failure to comply with this restriction.*

Executive Director Bird reviewed the primary issues for controlling the use of drones in areas surrounding the Airport. He stated that this Proposed Ordinance has been integrated with FAA policies and will allow the Airport Authority to regulate the operation of recreational drone activities to the extent possible for protecting the Airport. Attorney Brian Armstrong stated the ordinance is structured as an amendment to the DAA Rules and Regulations and he reviewed the basic structure for this Ordinance; discussion followed. Committee Chairwoman LaMantia stated passage of this Ordinance will establish a base to begin the process of regulation. It was determined that no fines would be imposed within this Ordinance at this point and as the FAA develops more stringent rules and regulations the Airport Authority can then expand upon this Ordinance. Committee Chairwoman LaMantia stressed the importance of educating the public with regard to recreational drone use and discussion continued on how to undertake distribution of this information.

A **MOTION** was made by Commissioner Chavez to recommend Board approval of Proposed Ordinance 2017-306; Prohibiting Recreational Operation of Small Unmanned Aircraft on or Above DuPage Airport Authority Property. The **motion was seconded** by Commissioner Posch and was passed unanimously by roll call vote (3-0).

**Proposed Resolution 2017-2065; Approving Travel Requests and Expense Reimbursement Policy.**

*Enacts a Travel Requests and Expense Reimbursement Policy to comply with Public Act 99-0604 – the Local Government Travel Expense Control Act.*

Executive Director Bird stated that in 2016 the State of Illinois imposed a new statutory requirement mandating all local governments to pass a formal travel request and reimbursement policy. He continues that the new statute excludes the ability for reimbursement for any type of expenses related to entertainment. The Airport Authority has had an internal policy in place for many years which is reflective of the new policy and complies with all of the provisions included in the new statute. Executive Director Bird also reviewed the Travel Request and Expense Reimbursement Form that will be utilized as part of the new policy; this form is similar to the travel reimbursement form currently utilized by the Airport Authority. Discussion followed.

A **MOTION** was made by Commissioner Posch to recommend Board approval of Proposed Resolution 2017-2065; Approving Travel Requests and Expense Reimbursement Policy. The **motion was seconded** by Commissioner Chavez and was passed unanimously by roll call vote (3-0).

**Proposed Ordinance 2017-307; Amending the DuPage Airport Authority Procurement Policy.**

*Provides for exceptions to allow certain types of contracts to exceed 4 years in duration, and provides the Board Chairman of the DuPage Airport Authority the ability to appoint someone, other than the Executive Director, to decide bid protests.*

Executive Director Bird advised that the Airport Authority is requesting two amendments to the current Procurement Policy and reviewed these amendments.

- Section 6-10 amended to allow certain types of contracts to exceed 4 years.
- Section 6-27 amended to clarify certain procedures in the event the award of a contract is protested.

Discussion followed and Attorney Brian Armstrong was directed to conduct further analysis to determine how this change may affect the current procurement policy and to report back to this committee at the next meeting.

Committee Chairwoman LaMantia stated that she agreed the Executive Director is needed as part of the bidding process to adequately keep the Board informed and this also would apply to the Attorney's responsibilities. It was agreed that an outside arbitrator appointed by the Board to serve as hearings officer for bid protests would make the process more objective and transparent. Discussion continued.

A **MOTION** was made by Commissioner Chavez to recommend Board approval of Proposed Ordinance 2017-307; Amending the DuPage Airport Authority Procurement Policy subject to the modifications as discussed. The **motion was seconded** by Commissioner Posch and was passed unanimously by roll call vote (3-0).

#### **OTHER BUSINESS**

None

A **MOTION** was made by Commissioner Chavez to adjourn the Internal Policy and Compliance Committee Meeting. The **motion was seconded** by Commissioner Posch and was passed unanimously by voice vote. The meeting adjourned at 8:46 a.m.

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**Gina LaMantia, Chair**  
**Internal Policy and Compliance Committee**



## MONTHLY STATISTICS

January 2017

	Jan. '17	Jan. '16	'17 vs. '16	Jan. Percent Change
<b>FUEL</b>				
100LL	9,548	12,577	(3,029)	-24.1%
Jet A	185,702	175,439	10,263	5.8%
<b>Total Gallons</b>	<b>195,250</b>	<b>188,016</b>	<b>7,234</b>	<b>3.8%</b>

### OPERATIONS

	Jan. '17	Jan. '16	'17 vs. '16	Jan. Percent Change
Local	2,126	2,625	(499)	-19.0%
Itinerant	2,308	3,102	(794)	-25.6%
<b>Total Ops</b>	<b>4,434</b>	<b>5,727</b>	<b>(1,293)</b>	<b>-22.6%</b>

### REGIONAL OPS

<b>Total OPS</b>	Jan. '17	Jan. '16	'17 vs. '16	Jan. Percent Change
DuPAGE	4,434	5,727	(1,293)	-22.6%
Palwaukee	4,146	5,300	(1,154)	-21.8%
Aurora	2,332	4,088	(1,756)	-43.0%
Waukegan	2,312	3,096	(784)	-25.3%
State of Illinois	125,171	136,785	(11,614)	-8.5%
Teterboro	13,022	12,244	778	6.4%
Van Nuys	15,831	15,396	435	2.8%
Centennial	20,388	24,003	(3,615)	-15.1%

### Local OPS

DuPAGE	2,126	2,625	(499)	-19.0%
Palwaukee	1,023	1,512	(489)	-32.3%
Aurora	1,232	1,821	(589)	-32.3%
Waukegan	772	947	(175)	-18.5%
State of Illinois	17,982	23,354	(5,372)	-23.0%
Teterboro	0	0	0	
Van Nuys	5,063	4,395	668	15.2%
Centennial	9,172	10,833	(1,661)	-15.3%

### Itinerant OPS

DuPAGE	2,308	3,102	(794)	-25.6%
Palwaukee	3,123	3,788	(665)	-17.6%
Aurora	1,100	2,267	(1,167)	-51.5%
Waukegan	1,540	2,149	(609)	-28.3%
State of Illinois	107,189	113,431	(6,242)	-5.5%
Teterboro	13,022	12,244	778	6.4%
Van Nuys	10,768	11,001	(233)	-2.1%
Centennial	11,216	13,170	(1,954)	-14.8%

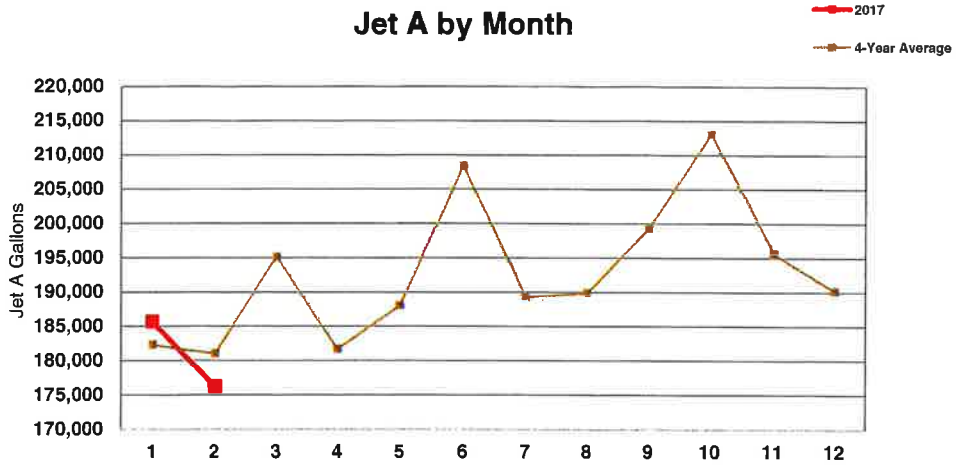


## MONTHLY STATISTICS

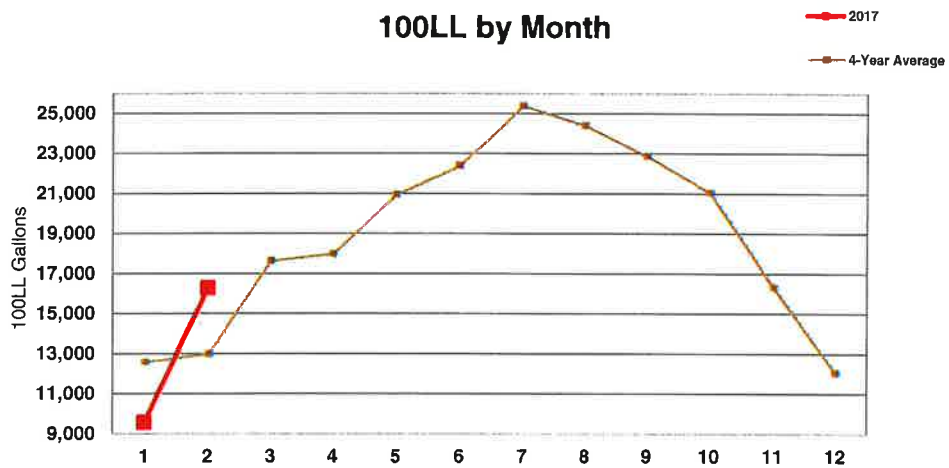
February 2017

	<u>Feb. '17</u>	<u>Feb. '16</u>	<u>'17 vs. '16</u>	<u>Feb. Percent Change</u>	<u>YTD 2017</u>	<u>YTD 2016</u>	<u>'17 vs. '16</u>	<u>Percent Change</u>
<b>FUEL</b>								
100LL	16,279	13,913	2,366	17.0%	25,827	26,490	(663)	-2.5%
Jet A	176,297	171,338	4,959	2.9%	361,999	346,777	15,222	4.4%
<b>Total Gallons</b>	<b>192,576</b>	<b>185,251</b>	<b>7,325</b>	<b>4.0%</b>	<b>387,826</b>	<b>373,267</b>	<b>14,559</b>	<b>3.9%</b>

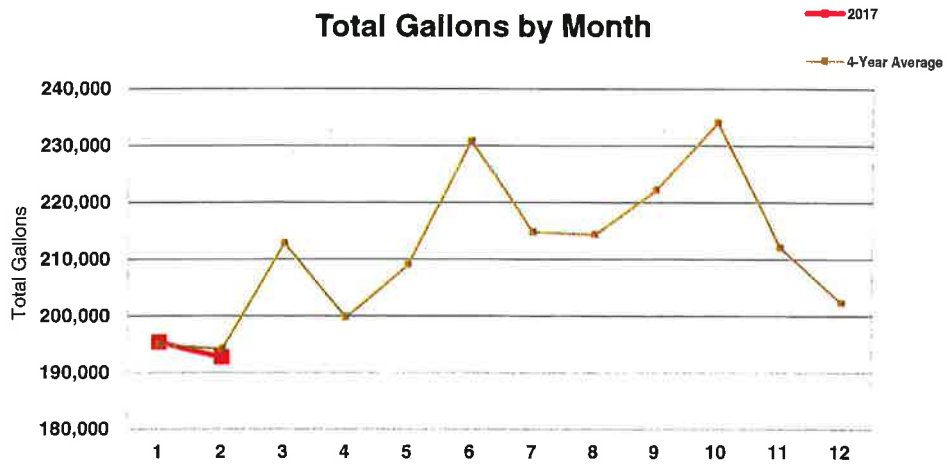
### Jet A by Month

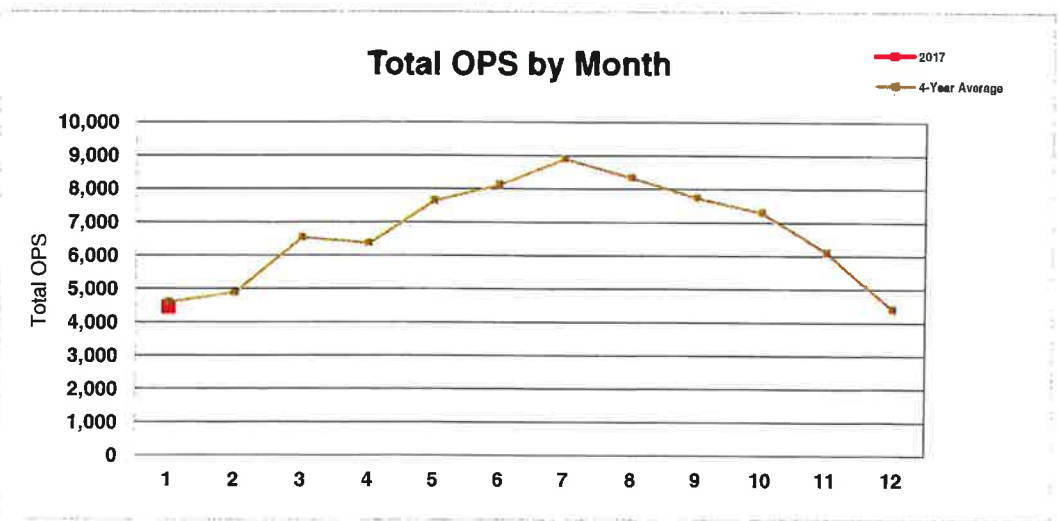
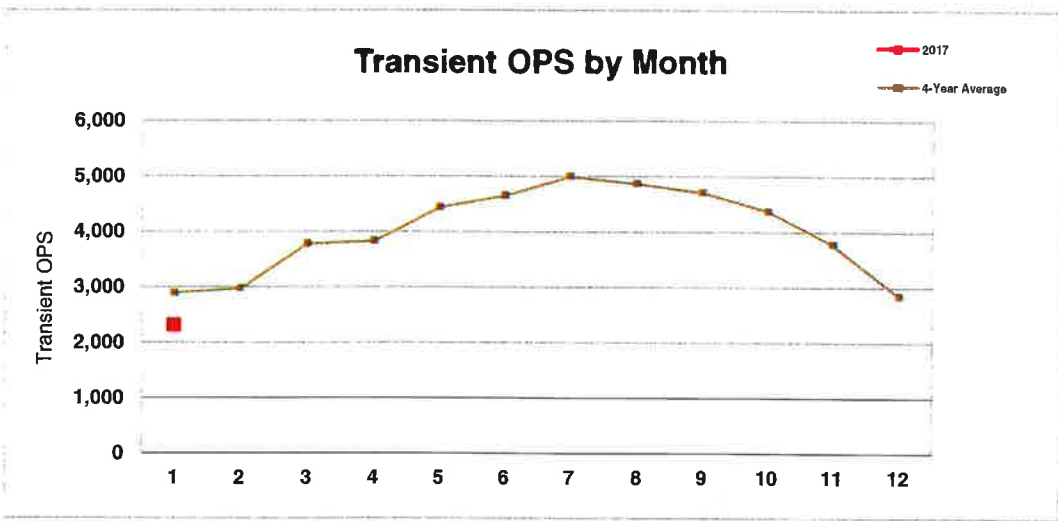
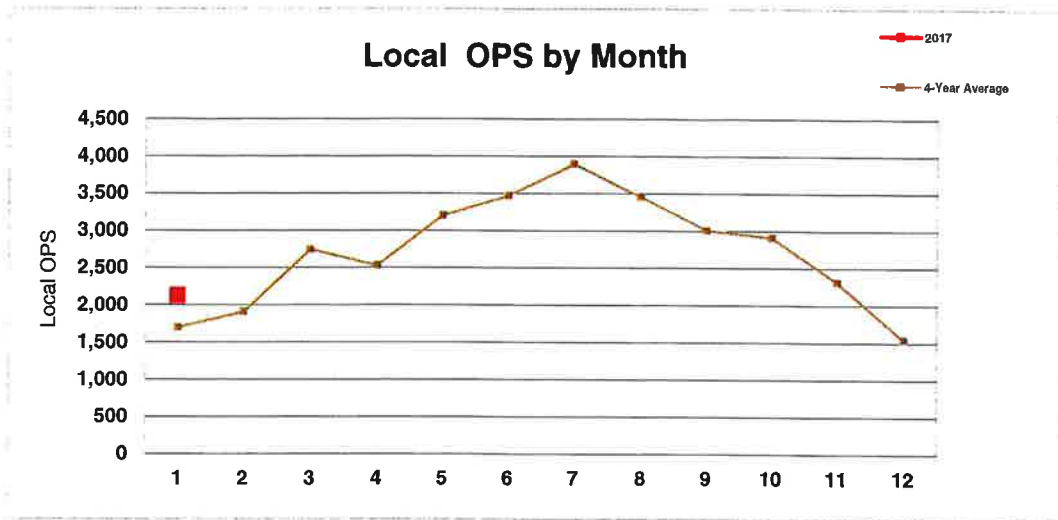


### 100LL by Month



### Total Gallons by Month





# ATADS : Airport Operations : Ranking Report

From 01/2016 To 12/2016 | State=IL

Ranked by : Total Operations

#	Facility	Calendar Year	Itinerant					Local			Total Operations
			Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	
1	O'Hare	2016	593,198	267,809	6,525	103	867,635	0	0	0	867,635
2	Midway	2016	186,692	27,230	37,564	1,560	253,046	0	0	0	253,046
3	St. Louis - Downtown Parks	2016	175	9,887	30,691	707	41,460	67,612	112	67,724	109,184
<b>4</b>	<b>DPA</b>	<b>2016</b>	<b>19</b>	<b>5,229</b>	<b>46,969</b>	<b>273</b>	<b>52,490</b>	<b>47,690</b>	<b>55</b>	<b>47,745</b>	<b>100,235</b>
5	Carbondale	2016	3	24,567	4,986	39	29,595	55,107	6	55,113	84,708
6	Chicago Executive - Palwaukee	2016	25	12,621	45,931	41	58,618	20,295	6	20,301	78,919
7	Aurora	2016	10	898	28,900	295	30,103	28,173	223	28,396	58,499
8	Waukegan	2016	0	3,893	24,363	471	28,727	14,985	191	15,176	43,903
9	Champaign	2016	105	9,555	11,623	305	21,588	18,639	64	18,703	40,291
10	Decatur	2016	20	4,025	10,771	3,769	18,585	14,775	6,406	21,181	39,766
11	Peoria	2016	2,365	13,603	12,363	4,398	32,729	3,719	3,192	6,911	39,640
12	Rockford	2016	8,898	1,388	15,251	1,581	27,118	6,864	374	7,238	34,356
13	Moline	2016	4,876	10,505	10,913	327	26,621	7,158	308	7,466	34,087
14	Alton	2016	0	3,247	13,005	303	16,555	16,961	318	17,279	33,834
15	Mt. Vernon	2016	16	9,092	3,794	450	13,352	15,505	300	15,805	29,157
16	Springfield	2016	452	4,598	12,255	2,260	19,565	4,775	2,596	7,371	26,936
17	Bloomington	2016	2,485	5,108	12,018	256	19,867	6,122	243	6,365	26,232
Sub-Total for 2016			799,339	413,255	327,922	17,138	1,557,654	328,380	14,394	342,774	1,900,428
<b>Total:</b>			<b>799,339</b>	<b>413,255</b>	<b>327,922</b>	<b>17,138</b>	<b>1,557,654</b>	<b>328,380</b>	<b>14,394</b>	<b>342,774</b>	<b>1,900,428</b>

Report created on Wed Feb 1 15:05:39 EST 2017

Sources: Air Traffic Activity System (ATADS)

[Show data notices.](#)

## 2016 RANKINGS FOR ALL AIRPORTS WITH CONTROL TOWERS - Total 517 Airports

Rank	Airport	Percentile
2	O'Hare	0.3%
37	Midway	7.2%
<b>142</b>	<b>DPA</b>	<b>27.5%</b>
207	Chicago Executive - Palwaukee	40.0%
289	Aurora	55.9%
357	Waukegan	69.1%

**6. REVIEW OF FINANCIAL STATEMENTS**


**Financials Provided Under Separate Cover.**





TO: Board of Commissioners

FROM: Patrick Hoard  
Finance Director, DuPage Airport Authority  
Operations Director, Prairie Landing Golf Club

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2017-2076; Resolution Authorizing the Borrowing of Funds for the DuPage Airport Authority and the Execution of a Loan Agreement with MB Financial Bank, N.A.

DATE: March 1, 2017

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**SUMMARY:**

The Airport Authority's 2017 Capital and Major Maintenance Plan totals \$15,646,196 and includes land acquisitions of over \$12M for the Oliver Hoffman and Pheasant Run properties.

Due to the 2017 land acquisitions, the Authority's Capital Reserve Fund will be significantly reduced; requiring the Authority to borrow funds on an as-needed basis in the event that a critical capital improvement is necessary.

Staff has negotiated a revolving line of credit with MB Financial Bank, N.A. in the amount of \$3,000,000 with an interest rate of LIBOR plus two hundred (200) basis points until March 5, 2018.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

The terms of the MB Financial Loan Agreement are attached to this memo in an executive summary provided by counsel.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has reviewed the Loan Agreement with MB Financial.

**ATTACHMENTS:**

- Executive summary from legal counsel.
- Proposed Resolution 2017-2076; Resolution Authorizing the Borrowing of Funds for the DuPage Airport Authority and the Execution of a Loan Agreement with MB Financial Bank, N.A.

**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 2017-2076; Resolution Authorizing the Borrowing of Funds for the DuPage Airport Authority and the Execution of a Loan Agreement with MB Financial Bank, N.A.

## **EXECUTIVE SUMMARY**

**TO:** DuPage Airport Authority Board of Commissioners  
**FROM:** Phillip A. Luetkehans  
**DATE:** February 28, 2017  
**RE:** MB Financial Loan Agreement

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The staff has been negotiating a Loan Agreement with MB Financial over the past several months. This memo will summarize the major terms of the transaction.

### **LOAN AGREEMENT**

**Rate:** 3-Month LIBOR plus 200 basis points, with a minimum interest rate of 3.03%.

**Default Rate:** Rate of interest under the Note plus 5%.

**Interest:** Payable on the 5<sup>th</sup> day of each month.

**Cure Period:** Ten days for financial defaults. For non-financial defaults, 30 days plus extension if Airport Authority is diligently attempting to cure.

**Maturity Date:** March 5, 2018. The parties contemplated the necessity of amendments extending the maturity date on an annual basis if both parties are in agreement

**Prepayment:** No prepayment penalty.

### **REVOLVING LINE OF CREDIT LOAN AGREEMENT**

**Limit:** \$3,000,000.

**Collateral:** None other than the full faith and credit of the Airport Authority.

**Late Charge:** 5% if more than 10 days late.

### **CERTIFICATE AND REQUEST OF THE DuPAGE AIRPORT AUTHORITY**

Seeks a certification by the Authority that certain documents attached thereto are true and accurate such as the Resolution involved herein, public notice for the Board's March 2017 meeting, Commissioners' terms of office and the Authority's By-Laws.

We are of the opinion that the terms are commercially reasonable.

## RESOLUTION 2017-2076

### Resolution Authorizing the Borrowing of Funds for the DuPage Airport Authority and the Execution of a Loan Agreement with MB Financial Bank, N.A.

**WHEREAS**, from time to time, there is not sufficient money in the treasury of the DuPage Airport Authority (the "Authority") to defray the necessary, anticipated and obligated expenses and liabilities of the Authority;

**WHEREAS**, the Board of Commissioners of the Authority are empowered to borrow money and issue bonds, notes, certificates or other evidences of indebtedness for the purpose of accomplishing its corporate purposes pursuant to 70 ILCS 5/8.08;

**WHEREAS**, the Authority deems it to be advisable, necessary and in the best interest of the Authority that funds be made available for borrowing to meet the necessary, anticipated and obligated expenses and construction costs of the Authority;

**WHEREAS**, the Authority has negotiated to enter into a Loan Agreement with MB Financial Bank, N.A. ("MB Financial") after attempting to obtain the best terms from numerous lending entities and determining that MB Financial was willing to enter into the Loan Agreement on the most reasonable terms to the Authority; and

**WHEREAS**, MB Financial has agreed to loan up to \$3,000,000.00 to the Authority with an interest rate of LIBOR plus two hundred (200) basis points until March 5, 2018.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Authority as follows:

**Section One:** That money be borrowed from MB Financial, from time to time, through a line of credit, to defray the necessary, anticipated and obligated expenses of the Authority in an amount not to exceed \$3,000,000.00. The debt incurred by virtue of such borrowing shall bear interest at a rate not to exceed that permitted in the "Bond Authorization Act. 30 ILCS 305/1 *et seq.* Such funds shall (i) be repayable from receipts of the Authority and be a general obligation of the Corporate Fund.

**Section Two:** That the Board of Commissioners hereby authorizes the Executive Director of the Authority to execute on behalf of the Authority, the Loan Agreement, Revolving Credit Note, and Certificate of Request of the DuPage Airport Authority in substantially the same form as set forth in Exhibits A, B and C. The Executive Director is also authorized to execute on behalf of the Authority any other appropriate documentation evidencing and securing said debt, and to renew said Note on a yearly basis as may be appropriate.

**Section Three:** 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 8th day of March, 2017.


\_\_\_\_\_  
CHAIRMAN


ATTEST:

\_\_\_\_\_  
SECRETARY



TO: Board of Commissioners

FROM: Dan Barna   
Operations and Capital Program Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2017-2077; Award of Bid to Burris Equipment Company for the Procurement of Two (2) Golf Course Greens Rollers

DATE: February 28, 2017

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**SUMMARY:**

The Airport Authority's 2017 Capital Program includes the procurement of two (2) golf course greens rollers for use by Prairie Landing Golf Maintenance. Prairie Landing does not currently own any units dedicated to greens rolling. The new greens rollers will improve play by providing customers with a smoother and faster surface in addition to making the greens healthier.

A solicitation for sealed bids was advertised in the January 28, 2017 edition of the *Daily Herald Newspaper*. Four (4) sealed bids were received and opened at 2:00 p.m. on February 21, 2017. Bid results are as follows:

Bidder	Model	Total (2 Units)
*Reinders, Inc. Franklin Park, IL	*Greenspro L44912	\$19,796
Burriss Equipment Joliet, IL	Smithco XL70	\$29,353
J.W. Turf, Inc. Hampshire, IL	Agrimetal GR660	\$30,011.12
Redexim Valley Park, MO	Graden 22R Flex Roller	\$34,000

\*Does not meet specification due to deviation in configuration width, drive unit, starting mechanism, roller size, and weight.

Upon evaluation of the bids, it is apparent that Burriss Equipment Company is the low, responsive and responsible bidder. Burriss Equipment has provided quality equipment and service to the Authority in the past.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Golf Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2017 Capital Budget	\$33,000
Burris Equipment Company Smithco XL70 – 2 Units F.O.B. Prairie Landing Golf Club	(\$29,353)
	\$3,647

**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 2017-2077; Award of Bid to Burris Equipment Company for the Procurement of Two (2) Golf Course Greens Rollers.
- ❑ 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 Proposed Resolution 2017-2077; Award of Bid to Burris Equipment Company for the Procurement of Two (2) Golf Course Greens Rollers.



RESOLUTION 2017-2077

Award of Bid to Burris Equipment Company for the Procurement of Two (2) Golf Course Greens Rollers

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 Two (2) Golf Course Greens Rollers; and

WHEREAS, the Authority has received and reviewed four (4) sealed bids on February 21, 2017; and

WHEREAS, it is apparent that Burris Equipment Company is the low, responsive and responsible bidder at a cost of \$29,353; 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 Burris Equipment Company for the procurement of Two (2) Smithco XL70 Golf Course Greens Rollers; and

NOW, THEREFORE, BE IT RESOLVED, that the Authority be authorized to generate the necessary Purchase Order Contract for the procurement of Two (2) Smithco XL70 Golf Course Greens Rollers for a total cost of \$29,353 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 Burris Equipment Company 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 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY



**DUPAGE AIRPORT AUTHORITY  
GREENS ROLLERS  
SOLICITATION NO. 2017-0131**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

BURRIS EQUIPMENT  
(name of entity or individual)

2216 N. GREENSBAY RD.  
WAUKESHA, IL. 60087  
(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."

2-17-17  
(date)


*Samy Himmich, Pres*  
(signature)

PRESIDENT  
(title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna   
Operations and Capital Program Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2017-2078; Award of Bid to J.W. Turf, Inc. for the Procurement of One (1) Golf Course Turf Aerator

DATE: February 28, 2017

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**SUMMARY:**

The Airport Authority's 2017 Capital Program includes the procurement of one (1) golf course turf aerator for use by Prairie Landing Golf Maintenance. Prairie Landing currently owns two smaller walk-behind aerators and desires acquiring a larger unit for increased production capacity.

A solicitation for sealed bids was advertised in the January 28, 2017 edition of the *Daily Herald Newspaper*. Three (3) sealed bids were received and opened at 2:00 p.m. on February 20, 2017. Bid results are as follows:

Bidder	Model	Total
*Redexim Valley Park, MO	*Verticore III	\$18,725
J.W. Turf, Inc. Hampshire, IL	John Deere Aercore 1500	\$21,995.27
Reinders Franklin Park, IL	Toro Procore 864	\$26,469.48

\*Does not meet specification due to deviation in tine spacing requirements and tine sizing.

Upon evaluation of the bids, it is apparent that J.W. Turf, Inc. is the low, responsive and responsible bidder. J.W. Turf, Inc. has provided quality equipment and service to the Authority in the past.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Golf Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2017 Capital Budget	\$30,000
J.W. Turf, Inc. John Deere Aercore 1500	(\$21,995.27)
F.O.B. Prairie Landing Golf Club	
	\$8,004.73

**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 2017-2078; Award of Bid to J.W. Turf, Inc. for the Procurement of One (1) Golf Course Turf Aerator.
- ❑ 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 Proposed Resolution 2017-2078; Award of Bid to J.W. Turf, Inc. for the Procurement of One (1) Golf Course Turf Aerator.



**RESOLUTION 2017-2078**

**Award of Bid to J.W. Turf, Inc. for the Procurement of One (1) Golf Course Turf Aerator**

**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) Golf Course Turf Aerator; and

**WHEREAS**, the Authority has received and reviewed three (3) sealed bids on February 20, 2017; and

**WHEREAS**, it is apparent that J.W. Turf, Inc. is the low, responsive and responsible bidder at a cost of \$21,995.27; 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 J.W. Turf, Inc. for the procurement of One (1) Golf Course Turf Aerator; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to generate the necessary Purchase Order Contract for the procurement of One (1) John Deere Aercore 1500 Golf Course Turf Aerator for a total cost of \$21,995.27 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 J.W. Turf, 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 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
TURF AERATOR  
SOLICITATION NO. 2017-0130**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

JW TURF INC.  
(name of entity or individual)

180 CORPORATE DR  
ELGIN, IL 60123  
(address of entity or individual)

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

Elected Official	Office	Date	Amount	Form
<del>_____</del>	_____	_____	_____	_____
<del>_____</del>	_____	_____	_____	_____
<del>_____</del>	_____	_____	_____	_____
<del>_____</del>	_____	_____	_____	_____

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

**VERIFICATION:**

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

2/20/17  
(date)

Ryan Dohme  
(signature)

Account Manager  
(title of signer, if a business)



# DUPAGE AIRPORT AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna *DB*  
Operations and Capital Program Manager

THROUGH: David Bird *DB*  
Executive Director

RE: Proposed Resolution 2017-2079; Award of a Tree Maintenance Services Contract to Clean Cut Tree Services, Inc.

DATE: February 28, 2017

**SUMMARY:**

Each year, the Airport Authority utilizes the services of a tree maintenance contractor to apply fungicides, insecticides, pesticides, and fertilizer to approximately 280 trees in the International Drive campus. Applications are conducted at specific times throughout the year as recommended by the Authority's Tree Maintenance Program.

Staff solicited sealed bids for a one (1) year tree maintenance contract, subject to two (2) one (1) year extensions at the sole discretion of the Authority in the February 1, 2017 edition of the *Daily Herald Newspaper*. Two (2) sealed bids were received and opened at 3:00 p.m. on February 20, 2017. Bid results are as follows:

Bidder	Year 1 Cost All Applications	Year 2 Cost All Applications	Year 3 Cost All Applications
Clean Cut Tree Services Grayslake, IL	\$10,617	\$10,829.34	\$11,045.93
Trees R Us, Inc. Wauconda, IL	\$21,873	\$22,589.46	\$23,041.25

Upon evaluation of the bids, it is apparent that Clean Cut Tree Services is the low, responsive and responsible bidder. Clean Cut Tree Services has provided quality service to the Authority in the past.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

Funding for this item is included in the 2017 Operating Budget.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

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

**ATTACHMENTS:**

- Proposed Resolution 2017-2079; Award of a Tree Maintenance Services Contract to Clean Cut Tree Services, Inc.
- 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 2017-2079; Award of a Tree Maintenance Services Contract to Clean Cut Tree Services, Inc.

RESOLUTION 2017-2079

Award of a Tree Maintenance Services Contract to Clean Cut Tree Services, Inc.

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 bid for the procurement of tree maintenance services; and

WHEREAS, the Authority has received and reviewed two (2) sealed bids on February 20, 2017; and

WHEREAS, it is apparent that Clean Cut Tree Services, Inc. is the low, responsive and responsible bidder at an annual cost of \$10,617 (year 1), \$10,829.34 (year 2), and \$11,045.93 (year 3); and

NOW, THEREFORE, BE IT RESOLVED, that the Authority be authorized to enter into a written Contract with Clean Cut Tree Services, Inc. for providing tree maintenance services during the term of April 1, 2017 and ending on April 1, 2018, subject to two (2) one (1) year extensions contingent upon the future appropriations of the Authority and at the sole discretion of the Authority for annual costs of \$10,617 (year 1), \$10,829.34 (year 2) and \$11,045.93 (year 3); and

FURTHER, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird, to execute said Contract with Clean Cut Tree 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 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN


(ATTEST)


\_\_\_\_\_  
SECRETARY





TO: Board of Commissioners

FROM: Dan Barna   
Operations and Capital Program Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2017-2080; Award of Contract to Martam Construction, Inc. for the SW Drainage Project

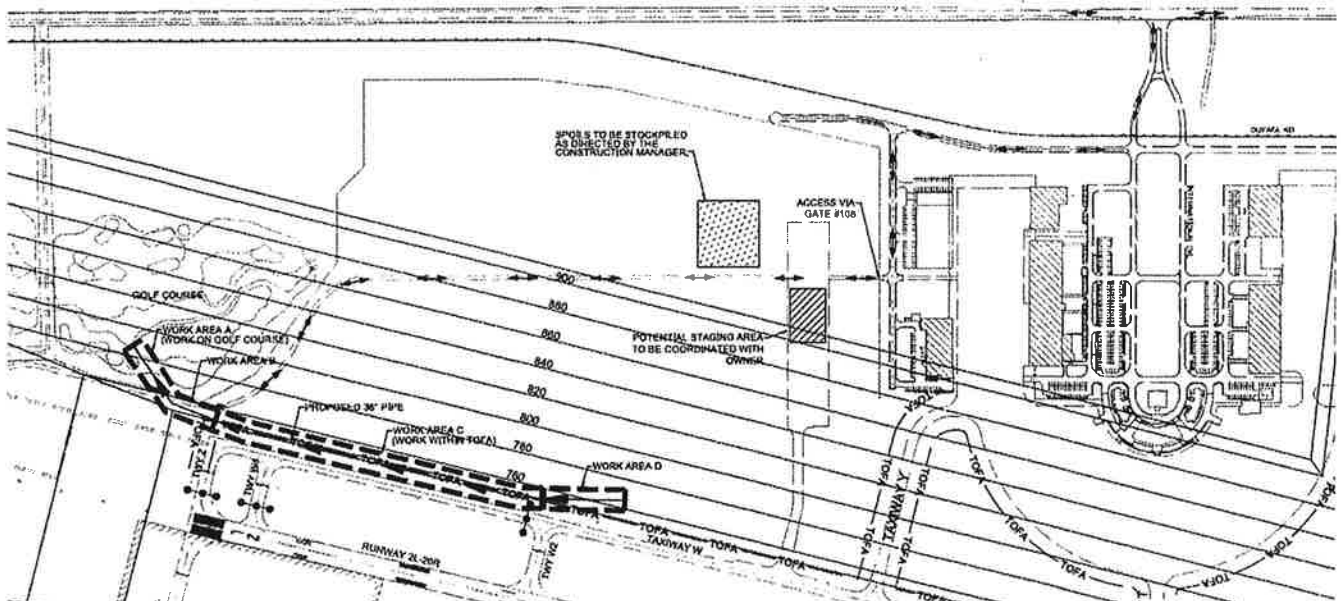
DATE: February 28, 2017

**SUMMARY:**

The Airport Authority's 2017 Capital Budget includes a project to repair drainage in the southwest airfield farm parcel. During a previous farm tile repair project, it was discovered that drainage problems exist due to lack of adequate drainage outlet caused by old farm tile that was damaged years ago during the construction of the south airfield.

The work to repair this issue includes the excavation and installation of approximately 2,500 LF of 36" High-density polyethylene pipe (HDPE) to convey water from existing farm tiles. The new pipe will outlet into the existing golf course detention system. Construction will include the removal and replacement of sections of the existing airport service road, golf cart path and irrigation piping.

The Airport Authority is anticipating closing a portion of Taxiway W during a phase of construction within the Taxiway Object Free Area as a safety precaution. No runway closures are anticipated during this project. The anticipated completion time is 21 days of construction.



Staff utilized the services of CH2M and Christopher B. Burke Engineering to develop plans and specifications for this project. A solicitation for sealed bids was advertised in the February 4, 2017 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was conducted on February 16, 2017. Seven (7) sealed bids were received and opened at 2:00 p.m. on February 27, 2017. Bid results are as follows:

Bidder	Total Base Bid Construction Cost
Martam Construction, Inc. Elgin, IL	\$295,983.75
J. Congdon Sewer Service, Inc. Carol Stream, IL	\$367,375
Trine Construction Corp. West Chicago, IL	\$409,499
Baish Excavating, Inc. Plainfield, IL	\$415,083.82
John Neri Construction Co. Addison, IL	\$448,050
Swallow Construction Corp. Downers Grove, IL	\$586,545
Misfits Construction Company Chicago, IL	\$599,215

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

Martam Construction, Inc. has completed several quality construction projects for the Authority in the past including the recent Runway 2L/20R Widening Project and Golf Course Cart Path Replacement Project.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2017 Capital Budget	\$400,000
Martam Construction Costs	(\$295,983.75)
Owner's Contingency (10%)	(\$29,598.38)
CH2M Construction Phase Fees (Not-to-Exceed)	(\$29,777.61)
	\$44,640.26

CH2M Design Phase Fees (2016 Capital Budget) \$78,565.

**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 2017-2080; Award of Contract to Martam Construction, Inc. for the SW Drainage 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 2017-2080; Award of Contract to Martam Construction, Inc. for the SW Drainage Project.

**RESOLUTION 2017-2080**

**Award of Contract to Martam Construction, Inc. for the SW Drainage 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 SW Drainage Project; and

**WHEREAS**, the Authority has received and reviewed seven (7) sealed bids on February 27, 2017; and

**WHEREAS**, it is apparent that Martam Construction, Inc. is the low, responsive and responsible bidder at a cost of \$295,983.75; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter into a Contract with Martam Construction, Inc. for completion of the SW Drainage Project; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Martam Construction, Inc. for a total cost not-to-exceed \$325,582.13, 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 Martam Construction, 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 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
SOUTHWEST DRAINAGE PROJECT  
SOLICITATION NO. 2017-0120**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

Martam Construction, Inc.  
(name of entity or individual)

1200 Casket Dr  
Algonquin, IL 60120  
(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
Donald Puzhalski		4/21/15	250.00	
Johnson		4/25/14	500.00	
Joseph Cantone		9/7/14	500.00	

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."

4/27/17  
(date)

[Signature]  
(signature)

President  
(title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna *DB*  
Operations and Capital Program Manager

THROUGH: David Bird *DB*  
Executive Director

RE: Proposed Resolution 2017-2081; Authorizing the Execution of Construction Phase Task Order No. 2 with CH2M for the Project: SW Drainage Project

DATE: February 28, 2017

**SUMMARY:**

As previously discussed under Proposed Resolution 2017-2080, the Airport Authority intends to complete a project known as the SW Drainage Project. This project includes excavation and installation of approximately 2,500 LF of 36" high-density polyethylene pipe (HDPE) to convey water from existing farm tiles.

Staff is in receipt of Construction Phase Task Order No. 2 from CH2M for providing construction phase support and observation services required to complete this project. Services include: shop drawing and material submittal review, technical and quality assurance inspections, and construction observation over a four (4) week period.

The Task Order No. 2 fee to accomplish such services is an amount not-to-exceed \$29,777.61.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

Construction Phase Task Order No. 2 fees are included in the project budget below.

2017 Capital Budget	\$400,000
Martam Construction Costs	(\$295,983.75)
Owner's Contingency (10%)	(\$29,598.38)
CH2M Construction Phase Fees (Not-to-Exceed)	(\$29,777.61)
	\$44,640.26

CH2M Design Phase Fees (2016 Capital Budget) \$78,565.

**STAKEHOLDER PROCESS:**

None.

**LEGAL REVIEW:**

Standard form task order will be utilized.

**ATTACHMENTS:**

- Proposed Resolution 2017-2081; Authorizing the Execution of Construction Phase Task Order No. 2 with CH2M for the Project: SW Drainage Project.

**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 2017-2081; Authorizing the Execution of Construction Phase Task Order No. 2 with CH2M for the Project: SW Drainage Project.



**RESOLUTION 2017-2081**

**Authorizing the Execution of Construction Phase Task Order No. 2 with CH2M for the Project:  
SW Drainage Project**

**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.;

**WHEREAS**, the Authority expects to pursue the accomplishment of a project described as SW Drainage Project (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 Construction Phase Task Order No. 2 from CH2M for construction phase services on said Project for a total not-to-exceed amount of \$29,777.61; 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. 2 with CH2M for such construction phase 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. 2 with CH2M for a total not-to-exceed amount of \$29,777.61 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 8th day of March, 2017.


\_\_\_\_\_  
CHAIRMAN


(ATTEST)

\_\_\_\_\_  
SECRETARY



TO: Board of Commissioners

FROM: Dan Barna   
Operations and Capital Program Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2017-2082; Award of Contract to Biofoam, Inc. for Spray-On Closed Cell Insulation of a Hangar Roof

DATE: February 28, 2017

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**SUMMARY:**

In 2016, the Airport Authority hired Anthony Roofing to conduct various roofing and siding repairs at the SE Hangar, Muk Hangar, Hangar E17 and Hangar E1. During the preparation to install metal overlay panels on the northern portion of Hangar E1; Anthony Roofing discovered that the original steel roof was rusted and not in good enough condition to support the roof overlay panels. Therefore, Anthony Roofing was required to completely remove the roof and install a new roof.

Since that time, Staff discovered that the insulation under the new roof was wet and leaking on tenant aircraft below due to overheating of trapped air between the insulation and steel roof panels caused by too much insulation. A second layer of insulation was added during a previous hangar siding project that likely made the condensation problem worse.

The remedy for such issue is to remove the existing fiberglass insulation and replace with spray-on closed cell polyurethane insulation. The spray-on product will be applied to achieve a minimum R20 insulation rating.

Base Bid

The Base Bid for this project includes the application of the spray-on closed cell insulation.

Alternate 1 Bid

The Alternate 1 Bid includes the removal and disposal of existing insulation.

A solicitation for sealed bids was advertised in the February 4, 2017 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was conducted on February 14, 2017 to discuss the project. Four (4) sealed bids were received and opened at 1:30 p.m. on February 24, 2017. Bid results are as follows:

Bidder	Base Bid	Alternate 1 Bid	Total
Bio Foam, Inc. Chicago, IL	\$34,848	\$4,425	\$39,273
Builders Services Group d/b/a CJ Insulation Yorkville, IL	\$51,450	\$22,725	\$74,175
American National Insulation Aurora, IL	\$51,750	\$4,600	\$56,350
All American Exterior Solutions Lake Zurich, IL	\$54,000	\$5,000	\$59,000

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

Bio Foam, Inc. received several positive references attesting to completion of similar work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

This project was unforeseen and will be funded from 2017 Capital Contingency.

Bio Foam, Inc. Base Bid and Alternate 1 Bid	\$39,273
Owner’s Contingency (10%)	<u>\$3,927.30</u>
Total Authorized Construction	\$43,200.30

**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 2017-2082; Award of Contract to Biofoam, Inc. for Spray-On Closed Cell Insulation of a Hangar Roof.
- 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 2017-2082; Award of Contract to Biofoam, Inc. for Spray-On Closed Cell Insulation of a Hangar Roof.

**RESOLUTION 2017-2082**

**Award of Contract to Biofoam, Inc. for Spray-On Closed Cell Insulation of a Hangar Roof**

**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 spray-on closed cell insulation of a hangar roof; and

**WHEREAS**, the Authority has received and reviewed four (4) sealed bids on February 24, 2017; and

**WHEREAS**, it is apparent that Biofoam, Inc. is the low, responsive and responsible bidder at a lump sum cost of \$39,273 for the Base Bid and Alternate 1 Bid; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter into a Contract with Biofoam, Inc. for spray-on closed cell insulation of a hangar roof; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Biofoam, Inc. for the Base Bid and Alternate 1 Bid at a total cost not-to-exceed \$43,200.30, 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 Biofoam, 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 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY





TO: Board of Commissioners

FROM: Dan Barna *DB*  
Operations and Capital Program Manager

THROUGH: David Bird *DB*  
Executive Director

RE: Proposed Resolution 2017-2083; Award of Contract to DCG Roofing Solutions, Inc. for a Membrane Roof Replacement Project

DATE: February 28, 2017

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**SUMMARY:**

The Airport Authority's 2017 Major Maintenance Budget includes a project to replace the membrane roof at the N. Hightail Hangar Bay 1 Office. The existing roof is more than 16 years old, at the end of its useful life and has been leaking for several years.

Base Bid

The scope of work for the Base Bid includes the removal of the existing membrane roof, replacement with a 60 mil GAF TPO Membrane Drill-Tec Rhinobond Roof System with heat welded seams (20 year warranty) including all associated insulation and flashing.

Alternate 1 Bid

The Alternate 1 Bid includes fabrication and installation of a new steel coping cap at the perimeter edges of all three (3) precast walls.

Alternate 2 Bid

The Alternate 2 Bid includes fabrication and installation of a new steel sill flashing at all window locations on the three (3) sides of the building.

A solicitation for sealed bids was advertised in the February 4, 2017 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was conducted on February 14, 2017 to discuss the project. Seven (7) sealed bids were received and opened at 1:00 p.m. on February 24, 2017. Bid results are as follows:

<b>Bidder</b>	<b>Base Bid</b>	<b>Alt 1 Bid</b>	<b>Alt 2 Bid</b>	<b>Total All</b>
DCG Roofing Solutions Des Plaines, IL	\$18,881	\$1,580	\$1,325	\$21,786
Solaris Roofing West Chicago, IL	\$24,725	\$2,925	\$1,975	\$29,625
Anthony Roofing Aurora, IL	\$27,265	\$3,500	\$2,150	\$32,915
CSR Roofing Oak Park, IL	\$33,450	\$1,000	\$1,550	\$36,000
L. Marshall Roofing Glenview, IL	\$42,800	\$2,800	\$5,550	\$51,150
Combined Roofing West Chicago, IL	\$43,000	\$3,000	\$3,000	\$49,000
Knickerbocker Roofing Harvey, IL	\$49,780	\$6,240	\$4,860	\$60,880

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

DCG Roofing Solutions received several positive references attesting to completion of similar work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2017 Major Maintenance Budget	\$46,000
DCG Roofing Solutions Base Bid, Alt 1 Bid and Alt 2 Bid Construction Costs	(\$21,786)
Owner's Contingency (10%)	(\$2,178.60)
	\$22,035.40

**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:**

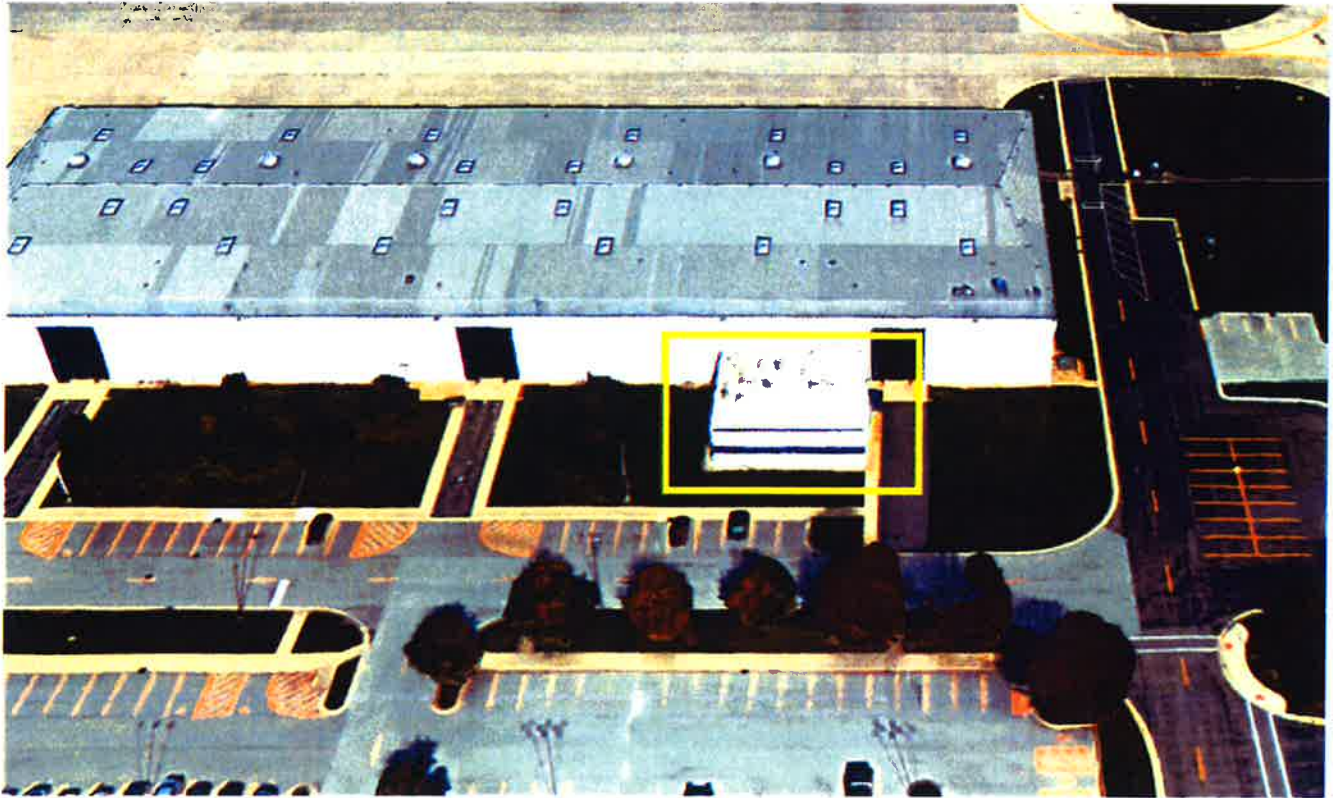
- ❑ Proposed Resolution 2017-2083; Award of Contract to DCG Roofing Solutions, Inc. for a Membrane Roof Replacement Project.
- ❑ Statement of Political Contributions.

**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 2017-2083; Award of Contract to DCG Roofing Solutions, Inc. for a Membrane Roof Replacement Project.



*Project Location N. Hightail Hangar Bay 1 Office*

**RESOLUTION 2017-2083**

**Award of Contract to DCG Roofing Solutions, Inc. for a Membrane Roof Replacement 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 a membrane roof replacement project; and

**WHEREAS**, the Authority has received and reviewed seven (7) sealed bids on February 24, 2017; and

**WHEREAS**, it is apparent that DCG Roofing Solutions, Inc. is the low, responsive and responsible bidder at a lump sum cost of \$21,786 for the Base Bid, Alternate 1 and Alternate 2 Bids; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter into a Contract with DCG Roofing Solutions, Inc. for a membrane roof replacement project; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with DCG Roofing Solutions, Inc. for the Base Bid, Alternate 1 and Alternate 2 Bids at a total cost not-to-exceed \$23,964.60, 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 DCG Roofing Solutions, 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 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
MEMBRANE ROOF REPLACEMENT  
SOLICITATION NO. 2017-0202A**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

DCG Roofing Solutions, Inc.  
(name of entity or individual)

1285 Rand Road  
Des Plaines, IL 60016  
(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.

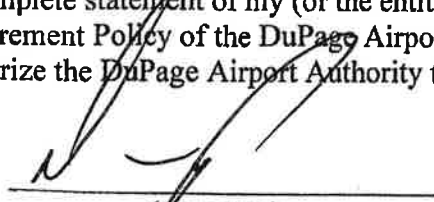
Elected Official	Office	Date	Amount	Form
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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."

Feb. 23, 2017  
(date)

  
\_\_\_\_\_  
(signature)  
Dominic Dunlap

President  
(title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna *DB*  
Operations and Capital Program Manager

THROUGH: David Bird *DB*  
Executive Director

RE: Proposed Resolution 2017-2084; Award of Contract to Gate Options for the Replacement of Three (3) Electric Gate Operators

DATE: February 28, 2017

**SUMMARY:**

The Airport Authority’s 2017 Capital Budget includes a project to replace three (3) electric vehicle gate operators due to age and number of use cycles resulting in wear and unreliability. The project will include replacement of the Hy-Security model gate operators, mounting stands, hydraulic oil heaters, controls, drive rails and vehicle loop detectors.

A solicitation for sealed bids was advertised in the February 4, 2017 edition of the *Daily Herald Newspaper*. Four (4) sealed bids were received and opened at 2:00 p.m. on February 24, 2017. Bid results are as follows:

Bidder	Model	Total Lump Sum Bid Price 3 Electric Vehicle Gate Operators
Gate Options West Chicago, IL	Hy-Security	\$45,990
Builders Chicago Rosemont, IL	Hy-Security	\$51,100
Northern Illinois Fence Cortland, IL	Hy-Security	\$56,464
Marchio Fence Joliet, IL	Hy-Security	\$73,755

Upon evaluation of the bids, it is apparent that Gate Options is the low, responsive and responsible bidder. Staff conducted a scope of work interview with Gate Options and confirmed full compliance with project specifications. Gate Options has performed quality work for the Airport Authority in the past.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

2017 Capital Budget	\$52,000
Gate Options Construction Cost	(\$45,990)
Owner's Contingency (10%)	(\$4,599)
	\$1,411

**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 2017-2084; Award of Contract to Gate Options for the Replacement of Three (3) Electric Gate Operators.
- 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 2017-2084; Award of Contract to Gate Options for the Replacement of Three (3) Electric Gate Operators.

**RESOLUTION 2017-2084**

**Award of Contract to Gate Options for the Replacement of Three (3) Electric Gate Operators**

**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 three (3) electric gate operators; and

**WHEREAS**, the Authority has received and reviewed four (4) sealed bids on February 24, 2017; and

**WHEREAS**, it is apparent that Gate Options is the low, responsive and responsible bidder at a lump sum cost of \$45,990; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter into a Contract with Gate Options for the replacement of three (3) electric gate operators; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Gate Options for a total cost not-to-exceed \$50,589, 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 Gate Options 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 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY





TO: Board of Commissioners

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

THROUGH: David Bird *DB*  
Executive Director

RE: Authorization of Proposed Resolution 2017-2086, Ratifying the Execution by the Executive Director of GSA Lease No. GS-05P-LIL19312 with the Government of the United States of America

DATE: March 1, 2017

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**SUMMARY:**

Staff worked with the General Services Administration (“GSA”) to provide a new lease for an existing Government tenant. This issue was very fluid and required the lease to be administratively approved by the Executive Director for acceptance by the GSA. As such, this request is to ratify the actions of the Executive Director.

This lease utilizes the GSA standard form U.S. Government Lease for Real Property (Short Form) previously executed by the Authority for several transactions. The lease is for a total of 7,169 SF (5,060 SF hangar and 2,109 SF attached office) commonly known as E20, Bay 1. This hangar has been occupied by the Government for the last five (5) years and the existing lease expired 2/28/2017. The new lease is for a total of ten (10) years, five (5) years firm.

The terms of the five (5) year lease are as follows:

Tenant: United States of America

Location: Hangar E20-1  
32W731 Tower Road

Commencement: 3/1/2017

Termination: 2/28/2022

Size: 7,169 SF (5,060 SF hangar and 2,109 SF office)

Rent over the Term: Monthly Rent \$5,728 to \$6,447 (total rent over firm term \$364,930)

Utilities: Included in Rent



**PREVIOUS COMMITTEE/BOARD ACTION:**

September 14, 2011 Board approves Resolution 2011-1606, Authorizing Execution of GSA Lease No. GS-05B-18692 with the Government of the United States of America

**REVENUE OR FUNDING IMPLICATIONS:**

Initial Year Lease Revenue:	\$ 68,736
Lease Revenue over the 5-year Term:	\$364,930
Total Lease Revenue over 10-years:	\$787,984

This proposed lease rates are equal to or above current lease(s) in the building and for “like” facilities on the Airport.

**STAKEHOLDER PROCESS:**

Not applicable

**LEGAL REVIEW:**

This is the standard form lease utilized by GSA with the approved business terms inserted. This U.S. Government Lease for Real Property has been utilized and executed by the Authority for previous leases with the Federal Government.

**ATTACHMENTS:**

- Proposed Resolution 2017-2086, Ratifying the Execution by the Executive Director of GSA Lease No. GS-05P-LIL19312 with the Government of the United States of America. Lease Agreement is not attached.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

It is the recommendation of the Executive Director and staff that the Board approves Resolution 2017-2086, Ratifying the execution by the Executive Director of GSA Lease No. GS-05P-LIL19312 with the Government of the United States of America at the March 8, 2017 Board meeting.

**RESOLUTION 2017-2086**  
**RATIFYING THE EXECUTION BY THE EXECUTIVE DIRECTOR OF GSA LEASE**  
**NO. GS-05P-LIL19312 WITH THE GOVERNMENT OF THE UNITED STATES OF**  
**AMERICA**

**WHEREAS**, the DuPage Airport Authority, an Illinois Special District (the "Authority"), is in receipt of GSA Lease No. GS-05P-LIL19312 from the Government of the United States of America ("GSA"); and

**WHEREAS**, the Authority, as Landlord, and GSA, as Tenant, have negotiated a Lease for office and hangar space to be utilized by the GSA in the building commonly known as 32W731 Tower Road; and

**WHEREAS**, due to the expediency necessary to enter into the Lease with the GSA, the Executive Director executed said Lease on behalf of the Authority; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Authority deem it to be in the best interests of the Authority to enter into Lease No. GS-05P-LIL19312 with GSA; and

**FURTHER, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby ratifies the action of the Executive Director, David Bird, in executing said Lease attached hereto as Exhibit A, for and on behalf of the DuPage Airport Authority and authorizes the Executive Director to take whatever steps necessary to effectuate the terms of said Lease.

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 8<sup>th</sup> day of March, 2017.

\_\_\_\_\_  
CHAIRMAN


\_\_\_\_\_  
SECRETARY


**RESOLUTION 2017-2086**



DUPAGE AIRPORT  
AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna   
Operations and Capital Program Manager

THROUGH: David Bird   
Executive Director

RE: Proposed Resolution 2017-2087; Authorizing the Execution of a Utility Easement  
with Commonwealth Edison

DATE: February 28, 2017

---

**SUMMARY:**

On August 10, 2016 the Board awarded a project to Built Best Fence Company d/b/a BBF Erectors, Inc. ("Contractor") to remove approximately 2.1 miles of 6' airfield perimeter fencing and replace with 8' fencing, including 2' - 4' of buried wildlife skirt (fence fabric).

Fence line construction started on the east side of the airport, north of the Prairie Path and continued north to the Southeast Hangar located on Powis Road. On November 7, 2016 while the Contractor was working in the final critical phase (14 day performance period due to runway closures) of the project discovered that an unknown and active Commonwealth Edison ("ComEd") power line was buried directly under the Authority's existing perimeter fence. This critical phase of the fencing project requires that the new 8' fence and buried wildlife skirt remain in the same exact location due to impacts to the runway approach and departure surfaces.

Since an active power line existed under the fence, the Contractor and J.A. Watts, Inc. (the Authority's Construction Manager) were required to stop work. Staff hired a land surveyor to review the issue with J.A. Watts, Inc. and ComEd. A Plat of Survey determined that no utility easements between the Authority and ComEd existed on this property.

ComEd has agreed to de-energize and abandon the power line under the Authority's fence line and install a new power line immediately to the east of the abandoned line through a grant of easement. ComEd will not de-energize the existing power line until a new line has been installed since it serves several customers to include the Airport Authority.

Since the project has stopped on November 7, 2016, this portion of perimeter fencing remains secured with temporary fence. In addition, the Airport Authority will incur remobilization fees from the Contractor and Construction Manager once the project resumes.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 8, 2017 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

**REVENUE OR FUNDING IMPLICATIONS:**

On November 7, 2016, Built Best Fence Co. Inc. d/b/a BBF Erectors, Inc. (Fencing Contractor) was forced to stop construction due to an unauthorized ComEd power line buried directly under the Airport Authority's existing perimeter fence. In addition, J.A. Watts, Inc. (Construction Manager) was required to investigate the issue with the Authority and land surveyor.

As of today's date, the cost of survey and the remobilization of BBF and J.A. Watts would be:

Dale Floyd Land Surveying LLC.	\$1,500
Built Best Fence Co. d/b/a BBF Erectors, Inc. (remobilization)	\$7,683
J.A. Watts, Inc. (ComEd issue investigation)	\$2,372
J.A. Watts, Inc. (remobilization & additional labor)	<u>\$5,536</u>
Total	\$17,091

The Airport Authority is seeking payment from ComEd for these fees in conjunction with the Easement Agreement.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has prepared the Easement Agreement between the DuPage Airport Authority and Commonwealth Edison Company.

**ATTACHMENTS:**

- Memo for counsel.
- Exhibits – Easement Area and Impacts to the Airport Fencing & Wildlife Skirt Project.
- Proposed Resolution 2017-2087; Authorizing the Execution of a Utility Easement with Commonwealth Edison.
- Easement Agreement (to be provided by counsel)

**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 2017-2087; Authorizing the Execution of a Utility Easement with Commonwealth Edison.

## MEMORANDUM

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**TO:** DuPage Airport Authority Board of Commissioners  
**FROM:** Bruce E. Garner  
**SUBJECT:** Easement Agreement with Commonwealth Edison Company  
**DATE:** February 28, 2017

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In November, 2016, it was discovered that Commonwealth Edison Company (“ComEd”) had mistakenly buried an underground power line on Authority property along Powis Road without an easement from the Authority. Our law firm has worked closely with Authority staff and counsel for ComEd to deal with the discovery of the power line and draft appropriate easement documents allowing ComEd to relocate their underground power lines so that they do not interfere with the Authority fence line. ComEd has also agreed to reimburse the Authority for its costs related to the discovery of the power line in the amount of \$17,091. An agreement utilizing the Authority’s standard easement agreement form used in similar situations was drafted by our firm and agreed to by ComEd. The agreement contains provisions covering such issues as indemnification, insurance, liens, damage, restoration and relocation. Once executed, the easement agreement will be recorded in the DuPage County Recorder’s office.

Our law firm recommends that the Board of Commissioners authorize the Executive Director to execute the Easement Agreement with Commonwealth Edison Company.

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of March, 2017 by and between the DuPAGE AIRPORT AUTHORITY, an Illinois Special District ("GRANTOR") and COMMONWEALTH EDISON COMPANY, an Illinois corporation ("GRANTEE") (collectively the "Parties" or individually a "Party"), under the following circumstances:

*FOR RECORDER'S USE ONLY*

**RECITALS**

WHEREAS, GRANTEE desires to obtain an easement to construct, operate, repair maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, cable, conduits, manholes, transformers, pedestals and other facilities used in connection with underground transmission and distribution of electricity sounds and signals (collectively the "Facilities"), together with a right of access to the Facilities and the right from time to time to trim or remove trees, bushes and saplings to clear all obstructions for the surface and subsurface as may be required incident to the grant herein given on and under property owned by GRANTOR on the terms and conditions expressly set forth herein; and

WHEREAS, the GRANTOR now finds it necessary and convenient to grant said easement to GRANTEE, and GRANTEE finds it convenient to accept such grant of said easement from the GRANTOR;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual agreements and covenants herein contained and other good and valuable consideration paid by GRANTEE to GRANTOR, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference and made a part hereof.

2. **Facilities Easement.** GRANTOR creates, declares, establishes and grants unto GRANTEE, its agents, successors, employees and any contractors GRANTEE may employ, a perpetual, non-exclusive easement for ingress and egress to, from, over, upon, under and across a seventeen foot (17 ft.) wide portion of the property owned by Grantor and legally described in Exhibit A attached hereto and as depicted on the Plat of Easement attached hereto as Exhibit "B" and made a part hereof (the "Easement Area") to: (i) construct, operate, repair maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, cable, conduits, manholes, transformers, pedestals and other facilities used in connection with the Facilities; and (ii) from time to time, to trim or remove trees, bushes and saplings to clear all obstructions for the surface and subsurface.

3. **Standard of Maintenance.** In connection with any entry by GRANTEE, its agents, successors, employees or any contractors GRANTEE may employ, onto the Easement Area which will involve penetrating or moving the security fence surrounding the Grantor's property, it shall inform GRANTOR of its intention to perform any maintenance, repair, restoration, removal or replacement work and obtain GRANTOR'S permission for said work no less than three (3) full business days prior to the intended time of commencement of such work. Entry by GRANTEE onto the Easement Area which does not involve penetration of GRANTOR'S fence line shall not require advance notice to or permission from GRANTOR. GRANTEE, or its agents, employees,

licensees, contractors, assignees, or invitees shall exercise reasonable care when performing and completing such maintenance, repair, restoration, removal or replacement so as to avoid damaging existing landscaping, utilities, improvements, structures, and infrastructure on GRANTOR's property and shall conduct such entry so as not to unreasonably interfere with the ordinary and reasonable use thereof. In the event there is damage, including but not limited to damage to existing grass, mulched materials and infrastructure, to GRANTOR's property due to the performance of such maintenance, repair, restoration or replacement work by GRANTEE, its agents, successors, employees or any contractors GRANTEE may employ, GRANTEE shall inform GRANTOR of such damage and within a reasonable timeframe thereafter complete the repair, maintenance, replacement, removal or restoration of any damaged property to that condition which existed prior to said damage by GRANTEE, its agents, employees, licensees, contractors, assignees, or invitees. If GRANTEE fails to diligently repair or restore such damage or complete the same as specified herein, GRANTOR may perform the repair or restoration and deliver notice of its costs of such to GRANTEE; and GRANTEE shall pay the same to GRANTOR within thirty (30) days of GRANTOR's delivery of such notice to GRANTEE; provided, however, that GRANTEE shall not be required to restore any damage done to any future site improvements or landscaping constructed or installed by GRANTOR (or any party authorized by GRANTOR) in the Easement Area.

**4. Indemnity.** GRANTEE, on behalf of itself, its agents, successors, assigns, employees or any contractors GRANTEE may employ, agrees to indemnify, defend and hold GRANTOR and its lessees, tenants, officers, directors, board members, employees and agents (collectively the "GRANTOR PARTIES") harmless for any and all loss of life, injury to persons or damage to real or personal property that may be sustained by the other or others, directly or indirectly, due to the acts or omissions of GRANTEE, its agents, successors, employees, assigns,



designees or any contractors GRANTEE may employ, related to or arising from the rights, duties, or obligations under this Agreement. Notwithstanding anything to the contrary contained herein, in no event shall any liability extend to (i) matters proximately caused by the negligent or willful misconduct of GRANTOR or any of the GRANTOR PARTIES, or (ii) matters that are directly related to the provision of electrical service by GRANTEE.

5. **Insurance.** GRANTEE shall comply with the terms of Exhibit C during the term of this Agreement.

6. **Liens.** GRANTEE shall not permit any mechanic's lien to stand against GRANTOR's property for any labor or materials in connection with work of any character performed on GRANTOR's property at the direction of GRANTEE. In the event of any such lien attaching to GRANTOR's property as a result of GRANTEE's work thereon, GRANTEE shall immediately have such lien either released, or if contested by GRANTEE, bonded over in the amount of one hundred percent (100%) of the claim and defend GRANTOR's interests against such lien pursuant to the provisions of Paragraph 4 above.

7. **Reservation.** GRANTOR reserves the right to use, and to allow others the right to use, the Easement Area in any manner that will not adversely affect or materially interfere with the exercise by GRANTEE of the rights herein granted. Further, GRANTOR retains the right to plant vegetation or driveways as may be necessary over portions of the Facilities Easement Area. GRANTOR shall erect no buildings on the Easement Area, unless the Facilities are relocated pursuant to the terms of Paragraph 8 hereof.

8. **Relocation.** GRANTOR reserves the right, at GRANTOR's sole cost and expense, to relocate from time to time the Easement Area and all of the GRANTEE's improvements located therein when such relocation is reasonably necessary to facilitate the construction of other

improvements upon GRANTOR's property but not interfere with GRANTOR use. If GRANTOR exercises its relocation rights reserved in this Paragraph 8:

- (a) GRANTOR shall provide GRANTEE prior written notice of GRANTOR's intention to relocate the Easement Area and GRANTEE's improvements located therein;
- (b) Within a reasonable time after receipt by GRANTEE of such notice, GRANTOR and GRANTEE shall use their best efforts to identify the best possible site for the new easement;
- (c) Upon identification of the new easement area, GRANTOR and GRANTEE shall execute, acknowledge and record an amendment to this Agreement to reflect the relocation of the Easement Area and the termination of this Agreement as to that portion of the Easement Area relocated pursuant to this provision;
- (d) Within a reasonable time after the new easement has been identified, GRANTOR shall inform GRANTEE of the probable commencement and completion dates of the relocation work;
- (e) GRANTOR shall improve the new easement in the same manner as the original Easement Area, all at GRANTOR's cost and expenses; and
- (f) Upon completion of all relocation work, GRANTOR and GRANTEE shall execute, acknowledge and record a partial release of this Agreement as to that portion of the Easement Area relocated pursuant to this provision.

9. **Successors.** The term "Grantor's Successors" shall mean and include each of GRANTOR's successors in title to the Easement Area or any part thereof or interest therein. The

easements, rights and privileges herein granted to GRANTEE and reserved to GRANTOR, and all of the covenants and agreements of the parties herein:

- (a) are hereby declared to be, and shall be, easements, rights, covenants and agreements running with the land;
- (b) shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity against, GRANTEE; and
- (c) shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by, GRANTOR and each of Grantor's Successors, but only during and/or with respect to such periods of time as GRANTOR, or each such Grantor's Successor, shall respectively own an interest in the Facilities Easement Area, or any part thereof.

**10. Remedies and Attorneys' Fees.** In the event of a breach of any of the covenants contained herein, either Party or its successors may enforce the terms of this Agreement by appropriate action for damages and/or injunction and should any such Party prevail in such a proceeding, that Party shall recover, as part of its costs, all reasonable attorneys' fees and costs incurred therein from the non-prevailing Party.

**11. Notices.** Any and all notices or communications made in connection with this Agreement required to be delivered hereunder shall be deemed properly delivered when and if personally delivered, faxed, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, to the Parties or their attorneys, as set forth below:

If to GRANTOR:

ATTN: Executive Director  
DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, IL 60185

with a copy to:

Phillip A. Luetkehans, Esq.  
Schirott, Luetkehans & Garner, LLC  
105 East Irving Park Road  
Itasca, IL 60143

If to GRANTEE:

Commonwealth Edison Company  
Real Estate Services  
Three Lincoln Centre, 4<sup>th</sup> Floor  
Oakbrook Terrace, IL 60181

With a copy to:

Exelon Business Services Company, LLC  
10 South Dearborn St., 49<sup>th</sup> Flr. Chicago, IL  
60603  
Attn: Asst. General Counsel – Real Estate

12. **Holidays and Weekends.** Wherever under the terms of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

13. **Controversies.** This Agreement, and all questions of interpretation, construction and enforcement hereof and all controversies hereunder shall be governed by the applicable statutory or common law provisions of the State of Illinois.

14. **Severance.** In the event any term or provisions of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain valid and in full force and effect.

15. **Captions and Titles.** The titles of the sections of this Agreement and the captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not to be used with the interpretation of the terms of this Agreement.

16. **Entirety.** This Agreement, its attachments and those agreements referenced herein embody the entire understanding between the Parties with respect to this Agreement.

17. **Amendments.** No extensions, changes, modifications or amendments to or of this

Agreement, of any kind whatsoever, shall be valid unless made in writing and fully signed by the Parties with a finalized copy of the amendment distributed between the Parties.

18. **Legal Authority.** Each Party represents that it has the legal power, right and authority to enter into this Agreement, consummate the transaction contemplated hereby and to execute and deliver all documents and instruments to be delivered hereunder. The Parties further warrant and represent that the execution and delivery of this Agreement is not prohibited by and will not conflict with any order, rule or regulation of any court or other governmental agency or official.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

**GRANTOR:**

DuPAGE AIRPORT AUTHORITY,  
an Illinois Special District

By: \_\_\_\_\_

Its: \_\_\_\_\_

**GRANTEE:**

COMMONWEALTH EDISON COMPANY, an  
Illinois corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**This instrument prepared by  
and after recording return to:**

Phillip A. Luetkehans, Esq.  
SCHIROTT, LUETKEHANS & GARNER, LLC  
105 East Irving Park Road  
Itasca, IL 60143  
630-760-4601

STATE OF ILLINOIS        )  
                                      )  SS  
COUNTY OF DuPAGE        )

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that \_\_\_\_\_ as \_\_\_\_\_ of the DUPAGE AIRPORT AUTHORITY, an Illinois Special District, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said airport authority.

GIVEN under my hand and notarial seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                      )  SS  
COUNTY OF DuPAGE     )

I, the undersigned, a Notary Public in and for and residing in said County and State, DO  
HEREBY        CERTIFY        that \_\_\_\_\_, as  
\_\_\_\_\_ of the COMMONWEALTH EDISON COMPANY, an Illinois  
corporation, personally known to me to be the same person whose name is subscribed to the  
foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and  
acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary  
act and as the free and voluntary act of said Corporation.

GIVEN under my hand and notarial seal as of this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF EASEMENT AREA**



**EXHIBIT B – EASEMENT PLAT**

**EXHIBIT C - INSURANCE REQUIREMENTS**



701 Ninth Street, NW  
Washington, DC 20068  
March 1, 2017

DuPage Airport Authority  
2700 International Drive  
West Chicago, IL 60185

Re: ComEd Insurance Compliance – DuPage Airport Authority

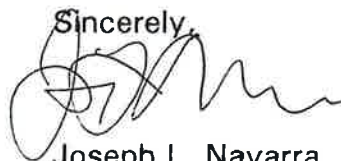
Please be advised that Commonwealth Edison is covered under a self-insurance program maintained by its parent company, Exelon Corporation, and we will self-insure its obligations as they may arise. Commonwealth Edison is thus hereby named as an insured to this program. The self-insurance program is more fully described as follows:

1. **Commercial General Liability** – Exelon Corporation maintains a self-insured retention of \$10 million per occurrence. We also maintain excess liability insurance above this self-insured retention.
2. **Workers' Compensation and Employer's Liability** – Exelon is a qualified self-insurer in Illinois for all statutory benefits and employer's liability.
3. **Automobile Liability** – Exelon is a qualified self-insurer in Illinois for automobile liability.
4. **Pollution Liability** - Exelon Corporation maintains a self-insured retention of \$10 million per occurrence. We also maintain excess liability insurance above this self-insured retention.
4. **Property/All Risk Insurance** – Exelon Corporation maintains excess "all risk" property insurance on a replacement cost basis with a self-insured retention of \$10,000,000.

Exelon Corporation shall consider the above-described program of self-insurance to be continuous and shall provide at least thirty (30) days prior written notice of cancellation to the addressee of this letter.

This letter will also confirm that DuPage Airport Authority and its officers, agents or employees are hereby added as an additional insured under our self-insured program.

Should you have any questions, please feel free to contact me on (202) 872-2195.

Sincerely,  


Joseph L. Navarra  
Principal Insurance Analyst  
Exelon Corporation

**RESOLUTION 2017-2087**

**AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT WITH THE COMMONWEALTH EDISON COMPANY**

**WHEREAS**, the DuPage Airport Authority (the "Authority") owns land adjacent to Powis Road;

**WHEREAS**, Commonwealth Edison Company ("ComEd") requires an easement on Authority land adjacent to Powis Road to locate underground power lines which serve the Authority and surrounding customers;

**WHEREAS**, ComEd has requested an easement on said Authority land to locate its underground power lines; and

**WHEREAS**, the Authority deems it in its best interest of the Authority and the general public to grant ComEd such an easement;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board Commissioners of the Authority hereby authorizes the Executive Director of the Authority to execute an Easement Agreement with Commonwealth Edison Company, attached hereto, and take whatever steps necessary to effectuate the terms of said Easement Agreement.

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 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2017-2087**



THE INFORMATION CONTAINED  
 HEREIN IS UNCLASSIFIED  
 DATE 08/14/2013 BY 60322  
 (U)

REVISIONS

NUMBER	BY	DATE

0 1 2  
 METERS  
 0 1 2  
 FEET  
 NOT TO SCALE (AS SHOWN)

**DUPAGE AIRPORT  
 WEST CHICAGO, ILLINOIS**

**IDOT LAND ACQUISITION  
 ROUTE 64**

© Copyright © 2013  
**CMT**  
 CRAWFORD, MURPHY & TILLY, INC.  
 CONSULTING ENGINEERS  
 License No. 84-000613

DESIGN BY	DJT
DRAWN BY	JMG
CHECKED BY	DJA
APPROVED BY	
DATE	06/07/10
DWG No.	10031-01

SHEET OF 1 SHEET

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION AND  
THE DUPAGE AIRPORT AUTHORITY PROVIDING FOR THE CONVEYANCE OF CERTAIN  
REAL ESTATE RELATING TO THE RECONSTRUCTION OF  
IL 64 @ POWIS RD**

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This Intergovernmental Agreement ("Agreement") is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2017 A.D. ("Effective Date"), by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation (hereinafter the "State"), and the DuPage Airport Authority, an Illinois Special District and public body (hereinafter the "Airport Authority").

**RECITALS**

WHEREAS, the State has developed and approved plans and specifications for the reconstruction and widening of portions of IL 64 @ Powis Rd in DuPage County, Illinois; and

WHEREAS, the Airport Authority holds title to certain property along IL 64 @ Powis Rd commonly referred to as the DuPage Airport; and

WHEREAS, the State has determined that it is necessary to acquire fee simple title to portions of the aforementioned Airport Authority property in order to provide for the reconstruction and widening of IL 64 @ Powis Rd (the "Reconstruction Work"); and

WHEREAS, the Airport Authority is an Illinois Special District established under 70 ILCS 5/1-5/21; and

WHEREAS, the Airport Authority's Board of Commissioners has determined that it is reasonable, necessary and in the public interest and welfare to convey fee simple title to portions of the Airport Authority's property to the State in order to allow for the reconstruction and widening of IL 64 @ Powis Rd; and

WHEREAS, in exchange for the conveyances, the State will pay the Airport Authority the mutually agreed value of the property identified herein to be conveyed to the State; and

WHEREAS, the parties are empowered to enter into this Agreement pursuant to the authority granted in Article VII, Section 10, of the Illinois Constitution of 1970 and the Transfer Act.

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, and in the spirit of interagency cooperation, the parties agree as follows:

1. The preambles set forth above are incorporated herein and made a part hereof.

2. The Airport Authority shall convey to the State fee title to two parcels of real estate totaling approximately 2.729 acres. The parcels, hereinafter collectively referred to as the "Subject Parcels," are designated as Parcels 1EA0006 and 1EA0019, as shown in the "Plat of Highways, State of Illinois, Department of Transportation, F.A.P. 307 (IL Route 64)" (hereinafter the "Plat of Highways"), Job No. R-91-052-01, prepared by W-T Land Surveying, Inc. 2675 Pratum Avenue, Hoffman Estates, Illinois 60192 and Ruettiger, Tonelli & Associates, 2174 Oneida Street, Joliet, IL 60435 said Sheets being attached hereto and incorporated herein as Group Exhibits A1-A2. Legal descriptions for the Subject Parcels are attached hereto and incorporated herein as Group Exhibits B1-B2.

3. Each of the fee simple conveyances of Parcels 1EA0006 and 1EA0019 shall be made by the Airport Authority pursuant to a Quit Claim Deed substantially in the form identified in Exhibit C, attached hereto and incorporated herein. As consideration for the Airport Authority's conveyance of the fee simple parcels, the State shall pay the Airport Authority an agreed compensation as follows:

Parcel 1EA0006 - \$285,000.00; and

Parcel 1EA0019 - \$111,605.00,

to be paid at the time the Quit Claim Deed and other conveyance documents are delivered to the State and after title approval is granted by Illinois Department of Transportation Office of Chief Counsel and Illinois Attorney General's Office. This matter shall close on a mutually convenient date selected by the parties on or before September 1, 2017 through a customary

deed and money escrow with Wheatland Title Company as escrowee with the State paying all closing costs associated with said closing. The Quit Claim Deed shall not be recorded until after title approval is granted by the Illinois Department of Transportation Office of Chief Counsel and Illinois Attorney General's Office and the purchase money is disbursed to the Airport Authority.

4. The State may, at its option and expense, obtain title insurance for the Subject Parcels. Notwithstanding anything to the contrary contained in this Agreement, the conveyances to the State of the Subject Parcels are expressly contingent upon the State's and the Illinois Attorney General's review and approval, as required under the State's standard acquisition requirements and procedures for clearing title, including but not limited to the review of the fully executed transfer and closing documents from the Airport Authority and of the later dated title commitments for the Subject Parcels.

5. The State shall perform the Reconstruction Work in accordance with the Plat of Highways (as defined in Paragraph 2 above) and the final plans and specifications for the Reconstruction Work prepared by W-T Land Surveying, Inc., Ruettiger, Tonelli & Associates, & AECOM, dated January 31, 2013 (the "Reconstruction Work Plans and Specs"), all of which are incorporated herein by reference and made a part hereof.

6. All notices required to be given under the terms of this Agreement shall be either served personally during regular business, by facsimile transmission during regular business hours, or by certified or registered mail, return receipt requested, properly addressed and with the postage prepaid and deposited in the mail of the United States Post Office. Notice served upon the Airport Authority shall be addressed to the Executive Director of the DuPage Airport Authority, 2700 International Drive, West Chicago, IL 60185-1091, with a copy to Bruce E. Garner, Schirott, Luetkehans & Garner, LLC, 105 E. Irving Park Rd., Itasca, IL 60143. Notice served upon the State shall be addressed to the Regional Engineer, State of Illinois, Department of Transportation, 201 West Center Court, Schaumburg, IL 60196-1096. Notices



served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

7. In the event any provision of this Agreement is found to be invalid or unenforceable by the court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this Agreement.

8 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written negotiations, discussion or agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be modified or changed in any respect unless such modification or change is in writing, duly approved and signed by both parties.

9. This Agreement shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

**DUPAGE AIRPORT AUTHORITY**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Randall S. Blankenhorn  
Secretary

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

By: \_\_\_\_\_  
Jeff Heck  
Director - Finance & Administration

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

Approved as to form:

By: \_\_\_\_\_  
Priscilla Tobias  
Director of Program Development

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

By: \_\_\_\_\_  
William Barnes  
Chief Counsel

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

**Exhibits:**

- EXHIBIT A – Group Exhibits A1-A2 (Plat of Highways)
- EXHIBIT B – Group Exhibits B1-B2 (Legal descriptions of Subject Parcels)
- EXHIBIT C – Quit Claim Deed

**GROUP EXHIBIT A**

**Plat of Highways  
(A1-A2)**

**GROUP EXHIBIT B**

**Legal Descriptions of Subject Parcels  
(B1-B2)**

Exhibit B-1

Parcel 1EA0019DED

That part of the West Half of the West Half of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, bounded and described as follows: Beginning at the Intersection of the North Right of Way line of Illinois Route 64 (North Avenue) and the West Right of Way line of Powis Road per Document #95-67851; thence North 78 degrees 10 minutes 29 seconds West along said North Right of Way line, 89.34 feet; thence North 51 degrees 30 minutes 35 seconds East, 80.63 feet; thence North 00 degrees 33 minutes 42 seconds East; 359.96 feet; thence North 00 degrees 30 minutes 50 seconds East, 137.76 feet; thence South 89 degrees 29 minutes 10 seconds East, 18.00 feet; thence North 00 degrees 30 minutes 50 seconds East, 397.30 feet; thence South 89 degrees 29 minutes 10 seconds East, 15.00 feet; thence North 00 degrees 30 minutes 50 seconds East, 356.05 feet; thence South 89 degrees 29 minutes 10 seconds East, 42.00 feet to the East line of the West Half of the Northwest Quarter of said Section 29; thence South 00 degrees 30 minutes 50 seconds West along said line, 726.13 feet; thence North 89 degrees 29 minutes 10 seconds West, 45.00 feet to a point on the West Right of Way line of Powis Road per Document #95-67851; thence South 00 degrees 30 minutes 50 seconds West along said Right of Way line, 160.01 feet; thence South 02 degrees 17 minutes 34 seconds West along said Right of Way line, 165.52 feet; thence South 00 degrees 33 minutes 42 seconds West along said Right of Way line, 262.76 feet to the Point of Beginning, in DuPage County, Illinois.

Said Parcel contains 1.226 acres, more or less of which 0.550 acres are previously used or dedicated for roadway purposes.

**Exhibit B-2**

**Parcel 1EA0006**

**That part of the Southwest Quarter of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows: Beginning at the intersection of the South Right of Way line of Illinois Route 64 (North Avenue) with the West Right of Way line of Powis Road per Document No. 95-67851; thence on an assumed bearing of South 00 degrees 33 minutes 42 seconds West on said West Right of Way line, 223.31 feet; thence South 01 degree 13 minutes 30 seconds East on said West Right of Way line, 545.30 feet; thence South 89 degrees 26 minutes 18 seconds East, 33.00 feet to the east line of the West half of the Southwest Quarter of said Section 29; thence South 00 degrees 33 minutes 42 seconds West on said East line, 539.03 feet; thence North 89 degrees 18 minutes 55 seconds West, 68.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 583.11 feet; thence North 89 degrees 12 minutes 22 seconds West, 9.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 485.36 feet; thence North 89 degrees 26 minutes 18 seconds West, 11.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 198.39 feet; thence North 37 degrees 33 minutes 19 seconds West, 72.17 feet to a point on the South Right of Way line of Illinois Route 64 (North Avenue); thence South 78 degrees 10 minutes 29 seconds East on said South Right of Way line, 84.17 feet to the Point of Beginning.**

**Said parcel containing 1.503 acres, more or less of which 0.408 acres has been previously used or dedicated for roadway purposes.**

**EXHIBIT C**  
**Quit Claim Deed**

"EXHIBIT C"

Owner: The DuPage Airport Authority  
Route: FAP 307 (IL 64)  
Section @ Powis Road  
County DuPage  
Project No.  
Job No. R-91-052-01  
Parcel No. 1EA0006, 1EA0019  
P.I.N. No. 01-29-300-003, 01-29-100-004, 01-29-303-044, 01-29-303-045

**QUITCLAIM DEED**  
**NON-FREEWAY**

THIS INDENTURE WITNESSETH, that the Grantor, The DuPage Airport Authority, which acquired title as County of DuPage, an Illinois Special District and public body, organized, existing and duly authorized under and by virtue of the laws of the State of Illinois, for and in exchange for the consideration agreed upon and set forth under the Intergovernmental Agreement Between the State of Illinois, Department of Transportation and the DuPage Airport Authority providing for the Conveyance of Certain Real Estate Relating to the Reconstruction of IL 64 @ Powis Road ("IGA"), and pursuant to the provisions of 50 ILCS 605/4, hereby, conveys and quitclaims unto the State of Illinois, Department of Transportation (the "Grantee"), all interest, title and legal or equitable rights of Grantor, including without limitation any after-acquired title, subject to the agreed terms and conditions of the IGA and the terms and conditions hereinafter, in and to the following described real estate (the "Subject Property") in DuPage County, Illinois:

See Attached Legal Description - EXHIBIT 1

Address: \_\_\_\_\_

The Grantor hereby reserves a perpetual easement in and through the airspace above the Subject Property as described on EXHIBIT 2, attached hereto and made a part herein by reference.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Subject Property for highway purposes. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or its agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has hereunder set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013.



The DuPage Airport Authority,

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss  
\_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ of The DuPage Airport Authority (the "Airport"), and the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument of writing as the free and voluntary act of said Airport for the uses and purposes therein set forth, pursuant to authority given by the Board of Directors of said Airport.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

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

\_\_\_\_\_  
Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

IDOT, Attn: Judy Cortese  
201 Center Court, Schaumburg, IL 60196-1096

**EXHIBIT 1**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

**EXHIBIT 2****AVIGATION EASEMENT RESERVATION**

A. Grantee shall not construct nor permit to stand on the Subject Property (as hereinabove described), any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 55 feet.

B. Grantee shall file notice consistent with requirements of Federal Aviation Regulation Part 77 (FAA Form 7460-1) prior to constructing any facility, structure or other item on said Subject Property.

C. Grantee shall not hereafter use nor permit nor suffer use of said Subject Property in such a manner as to create electrical interference with radio communication between the installation upon the DuPage Airport, West Chicago, Illinois (the "Airport") and aircraft or as to make it difficult for fliers to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.

D. There is hereby reserved to the Grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of said Subject Property. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

E. The aforesaid covenants and agreements shall run with said Subject Property for the benefit of the Grantor and its successors and assigns in the ownership and operation of the Airport.

F. Grantee shall not hereafter use, nor permit, nor suffer use of said Subject Property in such a manner as to create a potential for attracting birds and other wildlife, or any incompatible use as viewed by the United States Federal Aviation Administration, that may pose a hazard to aircraft.

G. The drainage of storm water onto the Airport shall not increase in volume/rate as a result of the proposed development of said Subject Property.

**EXHIBIT 3**

**DESCRIPTION OF DUPAGE AIRPORT PROPERTY**

**RESOLUTION 2017-2088**

**AUTHORIZING THE EXECUTION OF INTERGOVERNMENTAL AGREEMENT  
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE SALE OF  
CERTAIN REAL PROPERTY**

**WHEREAS**, the DuPage Airport Authority (the "Authority") owns certain real property totaling 1.771 acres and described in the attached Exhibits B-1 and B-2 in fee simple interest; and

**WHEREAS**, the Illinois Department of Transportation ("IDOT") has offered to purchase Parcels B-1 and B-2 for its road widening project on Illinois Route 64 (North Avenue);

**WHEREAS**, the Authority has reviewed the real property it owns and the Authority's short and long term needs and determined that Parcels B-1 and B-2 are no longer needed by or required for Authority use; and

**WHEREAS**, the Authority and the Illinois Department of Transportation have negotiated an Intergovernmental Agreement (the "IGA") for the sale of the parcels B-1 and B-2; and

**WHEREAS**, the Authority deems it in the best interests of the Authority and the general public to enter into the Intergovernmental Agreement; and

**NOW THEREFORE BE IT RESOLVED**, that the Authority hereby authorizes the Executive Director of the Authority to execute the Intergovernmental Agreement with the Illinois Department of Transportation, attached hereto, for the sale of parcels B-1 and B-2 and authorizes the Executive Director of the Authority to take whatever steps necessary to effectuate the terms of said Agreement on behalf of the Authority.

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

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

Exhibit B-1

**Parcel 1EA0019DED**

**That part of the West Half of the West Half of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, bounded and described as follows: Beginning at the Intersection of the North Right of Way line of Illinois Route 64 (North Avenue) and the West Right of Way line of Powis Road per Document #95-67851; thence North 78 degrees 10 minutes 29 seconds West along said North Right of Way line, 89.34 feet; thence North 51 degrees 30 minutes 35 seconds East, 80.63 feet; thence North 00 degrees 33 minutes 42 seconds East; 359.96 feet; thence North 00 degrees 30 minutes 50 seconds East, 137.76 feet; thence South 89 degrees 29 minutes 10 seconds East, 18.00 feet; thence North 00 degrees 30 minutes 50 seconds East, 397.30 feet; thence South 89 degrees 29 minutes 10 seconds East, 15.00 feet; thence North 00 degrees 30 minutes 50 seconds East, 356.05 feet; thence South 89 degrees 29 minutes 10 seconds East, 42.00 feet to the East line of the West Half of the Northwest Quarter of said Section 29; thence South 00 degrees 30 minutes 50 seconds West along said line, 726.13 feet; thence North 89 degrees 29 minutes 10 seconds West, 45.00 feet to a point on the West Right of Way line of Powis Road per Document #95-67851; thence South 00 degrees 30 minutes 50 seconds West along said Right of Way line, 160.01 feet; thence South 02 degrees 17 minutes 34 seconds West along said Right of Way line, 165.52 feet; thence South 00 degrees 33 minutes 42 seconds West along said Right of Way line, 262.76 feet to the Point of Beginning, in DuPage County, Illinois.**

**Said Parcel contains 1.226 acres, more or less of which 0.550 acres are previously used or dedicated for roadway purposes.**

**Exhibit B-2**

**Parcel 1EA0006**

**That part of the Southwest Quarter of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows: Beginning at the intersection of the South Right of Way line of Illinois Route 64 (North Avenue) with the West Right of Way line of Powis Road per Document No. 95-67851; thence on an assumed bearing of South 00 degrees 33 minutes 42 seconds West on said West Right of Way line, 223.31 feet; thence South 01 degree 13 minutes 30 seconds East on said West Right of Way line, 545.30 feet; thence South 89 degrees 26 minutes 18 seconds East, 33.00 feet to the east line of the West half of the Southwest Quarter of said Section 29; thence South 00 degrees 33 minutes 42 seconds West on said East line, 539.03 feet; thence North 89 degrees 18 minutes 55 seconds West, 68.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 583.11 feet; thence North 89 degrees 12 minutes 22 seconds West, 9.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 485.36 feet; thence North 89 degrees 26 minutes 18 seconds West, 11.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 198.39 feet; thence North 37 degrees 33 minutes 19 seconds West, 72.17 feet to a point on the South Right of Way line of Illinois Route 64 (North Avenue); thence South 78 degrees 10 minutes 29 seconds East on said South Right of Way line, 84.17 feet to the Point of Beginning.**

**Said parcel containing 1.503 acres, more or less of which 0.408 acres has been previously used or dedicated for roadway purposes.**

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**MEMORANDUM**

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

**FROM:** Bruce E. Garner, Schirott, Luetkehans & Garner, LLC

**SUBJECT:** Intergovernmental Agreement between the DAA and the County of DuPage for construction of a storm sewer system and grant of temporary easement

**DATE:** February 28, 2017

---

DuPage County has taken on the completion of the road widening project at Illinois Route 64 and Powis Road which was begun by the Illinois Department of Transportation. Part of the completion of the project is the construction of the storm water sewer project on DAA property. To complete the construction, the County needs to utilize DAA land adjacent to said roads. Counsel for the DAA and the County have jointly drafted an Intergovernmental Agreement ("IGA") between the DAA and the County. In the IGA, the DAA agrees to grant a temporary construction easement over two parcels adjacent to the Rt. 64/Powis Rd. intersection. In return, the County, at its own cost and expense, will construct a storm water sewer system (valued at approximately \$300,000) on DAA land at the Southwest corner of the intersection of Rt. 64 and Powis Road. The engineering plans for the storm water sewer project have been reviewed and revised by the DAA engineers so that the storm sewer will not only accommodate the roadway improvements made by IDOT and the County, but also accommodate future planned development by the DAA in the Northeast quadrant of the Airport. The County is committing to complete the storm sewer construction within two years.

The easement agreement called for by the IGA utilizes terms substantially similar to the easement terms for the Rt. 38 overpass construction and contains provisions covering such issues as indemnification, insurance, liens, damage and restoration.

Our law firm recommends that the Board of Commissioners authorize the Executive Director to execute the IGA with the County of DuPage.



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND  
THE DUPAGE AIRPORT AUTHORITY FOR IMPROVEMENTS TO ILLINOIS 64 AT POWIS  
ROAD**

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This Intergovernmental Agreement (“Agreement”) is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2017 A.D. (“Effective Date”), by and between the COUNTY OF DUPAGE, a body corporate and politic (hereinafter the “County”), and the DUPAGE AIRPORT AUTHORITY, an Illinois Special District and public body (hereinafter the “Airport Authority”).

**RECITALS**

WHEREAS, the Airport Authority is an Illinois Special District established under 70 ILCS 5/1-5/21; and

WHEREAS, the County is a body corporate and politic established under 55 ILCS 5/5-1001; and

WHEREAS, the Airport Authority holds title to certain real property adjacent to IL 64 and Powis Road commonly referred to as the DuPage Airport; and

WHEREAS, the State of Illinois (the “State”) and the County have developed and approved plans and specifications for the improvements of portions of IL 64 and Powis Road in DuPage County, Illinois; and

WHEREAS, contemporaneously with this Agreement, the Airport Authority is entering into an Intergovernmental Agreement with the State whereby the State will acquire fee simple title to portions of the aforementioned Airport Authority real property in order to construct the Improvements; and

WHEREAS, the County has also determined that it is necessary to acquire temporary easements to portions of the aforementioned Airport Authority real property (the "Property") in order to construct the Improvements; and

WHEREAS, the Improvements include the construction of a storm water sewer system on Airport Authority property near IL 64 and Powis Road; and

WHEREAS, the parties are empowered to enter into this Agreement pursuant to the authority granted in Article VII, Section 10, of the Illinois Constitution of 1970 and the Local Government Property Tax Act, 50 ILCS 605/1 *et seq.*

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, and in the spirit of interagency cooperation, the parties agree as follows:

1. The preambles set forth above are incorporated herein and made a part hereof.
2. The parties recognize that it will be necessary for the County to temporarily utilize areas of the Airport Authority's property in order to construct the Improvements. Accordingly, the Airport Authority shall grant the County temporary construction easements over, under, across and through those portions of the Property depicted on the "Plat of Highways, State of Illinois, Department of Transportation, F.A.P. 307 (IL Route 64)" (hereinafter the "Plat of Highways"), Job No. R-91-052-01, prepared by W-T Land Surveying, Inc. 2675 Pratum Avenue, Hoffman Estates, IL 60192 and Ruettiger, Tonelli & Associates, 2174 Oneida Street, Joliet, IL 60435 as Parcels **1EA0006TE-B** and **1EA0006TE-C** (said parcels hereinafter collectively referred to as the "Temporary Easement Parcels"). Said plat is attached hereto and incorporated herein as Group Exhibit A1-A2. Legal descriptions for the Temporary Easement Parcels are attached hereto and incorporated herein as Group Exhibit B4-B5. The temporary construction easement agreement shall be in substantially the form attached hereto and incorporated herein as Exhibit C.

3. In consideration for the Airport Authority's grant of easements herein and conveyance of land to the State, and as part of the Improvements, the County shall construct a storm water sewer system ("Storm Water Sewer System") on the Airport Authority property designated Parcel 1EA0006TE-C, in substantial conformance with the final plans and specifications for said work prepared by AECOM, and as generally depicted on Exhibit D, incorporated herein by reference and made a part hereof. Said final plans to be reviewed and agreed upon by each party's representative as designated in Paragraph 11 of this Agreement. Upon completion of the construction of the Storm Water Sewer System and the rest of the Improvements, the County and its contractors shall, at their sole expense, restore the Temporary Easement Parcels to the same condition as they existed prior to construction of the Improvements. The County shall complete the construction of the Storm Water Sewer System and any necessary restoration work within two (2) years from the execution of this Agreement.

4. The County shall require that its contractor indemnify and hold harmless the Airport Authority pursuant to Article 107.26 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction ("Standard Specifications"), and that the contract with the County's contractor contain the following Special Provision: "The indemnification required under Article 107.26 of the Standard Specifications shall in addition require that the Contractor indemnify and hold harmless the DuPage Airport Authority in the same manner and to the same extent that Contractor is required to indemnify and hold harmless the Department under Article 107.26." Additionally, and in lieu of a warranty for the contractor's work and materials, the County shall require that its contractor's work and materials be in substantial conformance with the final plans and specifications for said work prepared by AECOM, and as generally depicted on Ex. D, and the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on Ex. D or indicated in the contract documents pursuant to Article 105.03 of the Standard Specifications, unless otherwise

agreed to between the Parties pursuant to Paragraph 11 herein below. In addition, the right to accept nonconforming work per Article 105.03 of the Standard Specifications shall not be made by the County without consultation and approval from the Airport Authority representative as outlined in Paragraph 11 herein.

5. All notices required to be given under the terms of this Agreement shall be either served personally during regular business, by facsimile transmission during regular business hours, or by certified or registered mail, return receipt requested, properly addressed and with the postage prepaid and deposited in the mail of the United States Post Office. Notice served upon the Airport Authority shall be addressed to the Executive Director of the DuPage Airport Authority, 2700 International Drive, West Chicago, IL 60185-1091, with a copy to Bruce E. Garner, Schirott, Luetkehans & Garner, LLC, 105 E. Irving Park Rd., Itasca, IL 60143. Notice served upon the County shall be addressed to Christopher C. Snyder, Director of Transportation/County Engineer, 421 N. County Farm Road, Wheaton, IL 60187, with a copy to Barbara Q. Reynolds, 503 N. County Farm Road, Wheaton, IL 60187. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

6. In the event any provision of this Agreement is found to be invalid or unenforceable by the court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this Agreement.

7. The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written negotiations, discussion or agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be modified or changed in any respect unless such modification or change is in writing, duly approved and signed by both parties.

8. This Agreement shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

9. Neither party shall be liable for any delay or non-performance of its obligations caused by any contingency beyond its control including, but not limited to, buried facilities or underground utilities unknown to a party which need to be relocated, Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

10. In the event of a dispute between the County and the Airport Authority regarding a term of this Agreement, or the application thereof, the Director of Transportation/County Engineer and the Executive Director of the Airport Authority shall meet to attempt to resolve the issue.

11. Each party shall designate a representative who shall serve as the full-time representative of said party during the term of this Agreement and the construction of the Improvements stated herein. Each representative shall have the authority, on behalf of such party, to review plans, attend meetings, and make inspections related to the work covered in this Agreement. If the representative has any concerns, he shall immediately bring said concern to the attention of the other party's representative. The County's representative shall be Christopher C. Snyder, Director of Transportation/County Engineer; the Airport Authority's representative shall be \_\_\_\_\_.

12. Upon completion and acceptance of the Storm Water Sewer System, the Airport Authority shall own, operate and maintain said Storm Water Sewer System under the jurisdiction of the Airport Authority. This Agreement shall be in-lieu of a separate County highway permit for that portion of the Airport Authority's existing Storm Water Sewer System within right-of-way to be acquired by the State, from the Airport Authority, along Powis Road. This Agreement is intended to address the Improvements stated herein; no changes to maintenance and/or jurisdiction of existing roadways or appurtenances thereto are proposed.

13. a. The County shall, to the extent permitted by law, indemnify, hold harmless and defend the Airport Authority, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the County's negligent or willful acts, errors or omissions in its performance under this Agreement. The County does not hereby waive any defenses or immunity available to it with respect to third parties.

b. The Airport Authority shall, to the extent permitted by law, indemnify, hold harmless and defend the County, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including cost, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Airport Authority's negligent or willful acts, errors or omissions in its performance under this Agreement. The Airport Authority does not hereby waive any defenses or immunity available to it with respect to third parties.

c. Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, who is not currently an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The County's participation in its defense shall not remove the Airport Authority's duty to indemnify, defend, and hold the County harmless, as set forth above.

d. Nothing contained herein shall be construed as prohibiting the Airport Authority, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits demands,

proceedings and actions brought against them. The Airport Authority's participation in its defense shall not remove the County's duty to indemnify, defend, and hold the Airport Authority harmless, as set forth above.

e. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*).

f. The Airport Authority's and County's indemnification under this Agreement hereof shall be terminated when the Project is completed and the Airport Authority assumes its maintenance responsibilities as set forth in this Agreement, except as to third-party claims brought against either party, and in such instances, the parties' obligation of indemnification of each other shall not be terminated.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**DUPAGE AIRPORT AUTHORITY**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

**COUNTY OF DuPAGE**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**Exhibits:**

- EXHIBIT A – Group Exhibit A1-A4 (Plat of Highways)
- EXHIBIT B – Group Exhibit B4-B5 (Legal descriptions of Temporary Easement Parcels)
- EXHIBIT C – Temporary Construction Easement Agreement
- EXHIBIT D – Storm Water Sewer System



**GROUP EXHIBIT A  
Plat of Highways  
(A1 – A4)**

Exhibit A

**GROUP EXHIBIT B**  
**Legal Descriptions of Subject Parcels**  
**(B4 – B5)**

Exhibit B

**Exhibit B-4**

**Parcel 1EA0006TE-B**

**That part of the Southwest Quarter of Section 30, Township 40 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows: Beginning at the intersection of the South Right of Way line of Illinois Route 64 (North Avenue) and the East Right of Way line of Keil Street; thence Southeasterly on said South Right of Way line, and on a 7540.00 foot radius curve concave to the South, 54.98 feet, the chord of said curve bears an assumed value of South 84 degrees 00 minutes 14 seconds East, 54.98 feet; thence South 51 degrees 45 minutes 23 seconds West, 70.45 feet to the East Right of Way line of said Keil Street; thence North 00 degrees 45 minutes 18 seconds East, on said East Right of Way line, 49.36 feet to the Point of Beginning.**

**Said parcel containing 0.031 acres, more or less.**

**EXHIBIT B-5**

**Parcel 1EA0006TE-C**

**That part of Lots 2, 3, 4, 5 and A in T. Hanger Area DuPage County Airport, being a subdivision of part of the Southwest Quarter of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded November 25, 1953 as Document No. R1953-702003 and also that part of said Southwest Quarter in DuPage County, described as follows: Commencing at the intersection of the south right of way line of Illinois Route 64 (North Avenue) with the west right of way line of Powis Road per Document No. 95-67851; thence North 78 degrees 10 minutes 29 seconds West, on the south right of way line of said Illinois Route 64 (North Avenue), 84.17 feet to the Point of Beginning; thence continuing North 78 degrees 10 minutes 29 seconds West, on said south right of way line, 652.61 feet; thence South 11 degrees 48 minutes 41 seconds West, 20.91 feet; thence South 78 degrees 11 minutes 19 seconds East, 575.00 feet; thence South 36 degrees 46 minutes 43 seconds East, 159.22 feet; thence South 00 degrees 41 minutes 24 seconds East, 125.04 feet; thence South 89 degrees 18 minutes 55 seconds East, 12.00 feet; thence South 00 degrees 41 minutes 05 seconds West, 640.00 feet; thence South 89 degrees 18 minutes 55 seconds East, 34.79 feet; thence North 00 degrees 33 minutes 42 seconds East, 156.34 feet; thence North 89 degrees 12 minutes 22 seconds West, 9.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 485.36 feet; thence North 89 degrees 26 minutes 18 seconds West, 11.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 198.39 feet; thence North 37 degrees 33 minutes 19 seconds West, 72.17 feet to the Point of Beginning.**

**Said parcel containing 0.975 acre, more or less.**

**EXHIBIT C**

Temporary Construction Easement Agreement

Exhibit C

**EXHIBIT D**

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the DuPage Airport Authority, an Illinois Special District, (hereinafter "Grantor") and the County of DuPage, a body corporate and politic (hereinafter "Grantee").

Job No.: R-91-052-01  
Parcel No.: 1EA0006 TEA, TEB, TEC  
& 1EA0034TE

*FOR RECORDER'S USE*

**RECITALS**

WHEREAS, the Airport Authority holds title to certain real property adjacent to IL 64 and Powis Road commonly referred to as the DuPage Airport; and

WHEREAS, the State of Illinois (the "State") and the Grantee have developed and approved plans and specifications for the improvements of portions of IL 64 and Powis Road in DuPage County, Illinois which include the construction of storm water sewer systems (the "Improvements"); and

WHEREAS, contemporaneously with this Agreement, the Grantor and Grantee are entering into an Intergovernmental Agreement (IGA) wherein the Grantee has agreed to construct the Improvements; and

WHEREAS, the Grantee has also determined that it is necessary to acquire temporary easements to portions of the aforementioned Airport Authority real property ("Property") in order to construct the Improvements; and

WHEREAS, Grantor desires to grant a temporary easement to allow Grantee to construct the Improvements under the terms contained herein.

Now, therefore, in exchange for the consideration agreed upon herein and in the Intergovernmental Agreement (IGA) between Grantor and Grantee, Grantor and Grantee hereby agree as follows:

WITNESSETH

1. Incorporation of Recitals and Intergovernmental Agreement. The Recitals set forth above as well as the terms of the Intergovernmental Agreement (IGA) are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, in consideration of the sum of Zero Dollars (\$0.00), and the construction and installation of a storm water sewer system on Grantor's Property, and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate legally described in Exhibit 1 attached hereto and incorporated herein by reference and depicted on the Plat of Highways as Exhibit 2 (the "Temporary Easement Area") attached hereto and incorporated herein by reference, to complete the Improvements.

3. Improvements. The Improvements installed by Grantee and its contractors or any person or entity furnishing either labor, services or material on behalf of Grantee after the date hereof shall be in accordance with the final plans and specifications for the Improvements prepared by AECOM, which will be labeled "final plans," and will be in substantial conformance to those attached hereto as Exhibit 3. Upon completion of the construction of the Improvements, Grantee and its contractors shall, at their sole expense, restore or replace the Temporary Easement Parcels to a condition as they existed prior to construction of the Improvements.

4. Construction of Storm Sewer. In consideration for the Grantor's grant of easements herein and conveyance of land to the State, and as part of the Improvements, the

Grantee shall construct a storm water sewer system ("Storm Water Sewer System") on the Grantor property designated Parcel 1EA0006TE-C, in accordance with the final plans and specifications for the Improvements prepared by AECOM, which will be labeled "final plans," and be in substantial conformance to the plans attached hereto as Ex. 3. Said final plans to be reviewed and agreed upon by each party's representative as designated in Paragraph 11 of the IGA., all of which are incorporated herein by reference and made a part hereof. Upon completion of the construction of the Storm Water Sewer System and the rest of the Improvements, the Grantee and its contractors shall, at their sole expense, restore the Temporary Easement Parcels to the same condition as they existed prior to construction of the Improvements. The Grantee shall complete the construction of the Storm Water Sewer System and any necessary restoration work within two (2) years from the execution of this Agreement. The Grantee shall require that its contractor indemnify and hold harmless the Grantor pursuant to Article 107.26 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction ("Standard Specifications"), and that the contract with the Grantee's contractor contain the following Special Provision: "The indemnification required under Article 107.26 of the Standard Specifications shall in addition require that the Contractor indemnify and hold harmless the Grantor in the same manner and to the same extent that Contractor is required to indemnify and hold harmless the Department under Article 107.26". Additionally, and in lieu of a warranty for the contractor's work and materials, the Grantee shall require that its contractor's work and materials be in substantial conformance with the final plans and specifications for said work prepared by AECOM, and as generally depicted on Ex. D, and the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on Ex. D or indicated in the contract documents pursuant to Article 105.03 of the Standard Specifications". In addition, the right to accept nonconforming work per Article 105.03 of the Standard Specifications shall not be made by



the Grantee without consultation and approval from the Airport Authority representative as authorized in Paragraph 11 of the IGA.

5. Expiration. This Agreement grants a temporary easement, and unless it is extended in writing by the Grantor and Grantee, this temporary easement shall expire, without any action by either party, two (2) years from the date this Agreement is fully executed or on the completion of the proposed project, whichever is sooner.

6. Reservation. Grantor reserves the right to use, and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or interfere with the exercise by Grantee of the rights herein granted. Grantor shall erect no buildings on the Temporary Easement Area during the term of this Temporary Easement.

7. Insurance Certificate. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee's Contractors shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than those specified in Section 107.27 of the Standard Specifications in effect on the date of the request for contractor bids for the proposed project. Prior to entering upon the Temporary Easement Area, Grantee's contractor shall deliver to Grantor certificates of insurance evidencing such coverage and further evidencing that such coverage may be terminated or modified only upon thirty (30) days' prior written notice to Grantor. Grantee's contractors may provide these coverages through a program of self-insurance.

8. Exceptions. The temporary easement granted herein shall be subject to any and all rights of the Public, State, and Municipality in and to that part of the Temporary Easement Area taken or used for road purposes and to any public utilities, whether or not matters of public record.

9. Grantor Reservation. The temporary easement granted herein shall also be subject to the right of Grantor, its successors and assigns, guests, and invitees, including any and all persons, firms, or entities operating aircraft to or from the DuPage Airport and for the right and benefit of the public, of the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above the Temporary Easement Area, above any point on the Temporary Easement Area starting at the height at which an object is defined as an "Obstruction to Air Navigation" by Part 77 of the Federal Aviation Regulations, 14 CFR 77, *et. seq.* (or any amendments or modifications of same), to an infinite height above any point on said Temporary Easement Area. Further, Grantee agrees that it shall comply with Part 77 of the Federal Aviation Regulations, 14 CFR 77, *et. seq.* (or any amendments or modifications of same) at all times during its use of the temporary easement granted herein.

10. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

11. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of DuPage County, Illinois.

12. Notices. All notices required to be given under the terms of this Agreement shall be either served personally during regular business, by facsimile transmission during regular business hours, or by certified or registered mail, return receipt requested, properly addressed and with the postage prepaid and deposited in the mail of the United States Post Office. Notice served upon the Airport Authority shall be addressed to the Executive Director

of the DuPage Airport Authority, 2700 International Drive, West Chicago, IL 60185-1091, with a copy to Bruce E. Garner, Schirott, Luetkehans & Garner, LLC, 105 E. Irving Park Rd., Itasca, IL 60143. Notice served upon the County shall be addressed to Christopher C. Snyder, Director of Transportation/County Engineer, 421 N. County Farm Road, Wheaton, IL 60187, with a copy to Barbara Q. Reynolds, 503 N. County Farm Road, Wheaton, IL 60187. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

13. Governing Law. This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.

14. Binding. This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

DuPAGE AIRPORT  
AUTHORITY,  
an Illinois Special District

GRANTEE:

COUNTY OF DUPAGE, a body  
corporate and politic

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Prepared by and Return to:

Bruce E. Garner  
Schirott, Luetkehans & Garner, LLC  
105 E. Irving Park Rd.  
Itasca, IL 60143  
630-773-8500

**EXHIBIT D**

**Storm Water Sewer System**



**Exhibit 1**  
**Legal Description of the Temporary Easement Area**

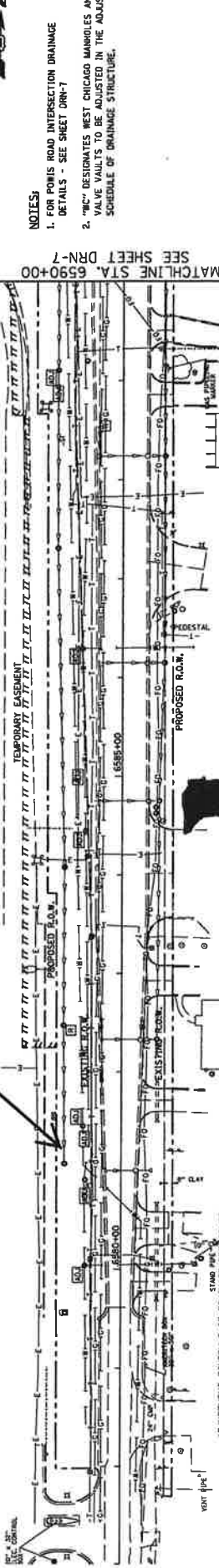
12/30/2016 3:03:42 PM  
 \\USCH01F5001\PROJECTS\68926143\IND\_CAD\01\S\910\_CAD\20-SHEET\1\2-DRAW\NAGE\101\DRN1\_4.DGN

SECTION	COUNTY	DATE
301 17-0035-03-CH	DAWADE	HI
STA. 6577+00	TO STA. 6590+00	
DESIGNED BY: M. ILLINOIS	PROJECT	

100T CONTRACT NO. 60

**EXISTING STORM WATER SEWER SYSTEM  
 (SOUTHERLY CONTINUATION NOT  
 DEPICTED ON THIS EXHIBIT)**

STATION	OFFSET	REMOVING MANHOLES	REMOVING INLETS
6585+47	59' LT	X	
6588+17	24' LT		X

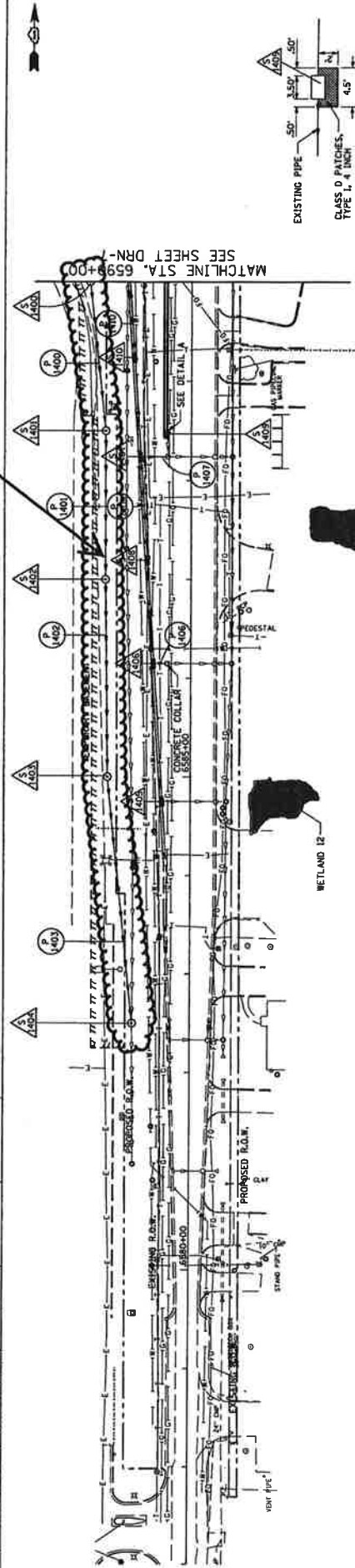


ADJUSTMENT SCHEDULE OF DRAINAGE STRUCTURE

STATION	OFFSET	UP STREAM INVERT (FT.)	DOWN STREAM INVERT (FT.)	PIPE LENGTH (FEET)	PIPE DIA. (INCHES)	PIPE SLOPE (%)	TYPE	PAY ITEM DESCRIPTION	TRANCH BACKFILL (CY)
6580+04	39' LT	753.34	753.34	0	48	0.00	WC	STORM SEW CL. A. 2.48	157.10
6581+35	31' LT	754.00	754.00	157	48	0.25	WC	STORM SEW CL. A. 2.48	0.00
6581+45	31' LT	753.71	753.71	158	48	0.25	WC	STORM SEW CL. A. 2.48	0.00
6584+45	39' LT	753.58	753.58	233	48	0.25	WC	STORM SEW CL. A. 1.0595/4.8	0.00
6585+09	39' LT	753.69	753.69	14	12	0.44	WC	STORM SEW CL. A. 2.12	5.30
6587+30	47' LT	755.02	755.02	27	12	0.44	WC	STORM SEW CL. A. 2.12	24.60
6588+11	49' LT	755.39	755.39	101	12	0.44	WC	STORM SEW CL. A. 2.12	35.70

**PROPOSED STORM  
 WATER SEWER SYSTEM**

**EXISTING CONDITIONS AND DRAINAGE REMOVALS**



PIPE SCHEDULE

PIPE NO.	UP STREAM SIT. NO.	UP STREAM INVERT	DOWN STREAM SIT. NO.	DOWN STREAM INVERT	PIPE LENGTH (FEET)	PIPE DIA. (INCHES)	PIPE SLOPE (%)	TYPE	PAY ITEM DESCRIPTION	TRANCH BACKFILL (CY)
S 1400	1400	748.45	1401	746.08	157	48	0.25	WC	STORM SEW CL. A. 2.48	157.10
S 1402	1402	745.70	1403	745.20	158	48	0.25	WC	STORM SEW CL. A. 2.48	0.00
S 1404	1404	745.20	1405	744.57	233	48	0.25	WC	STORM SEW CL. A. 1.0595/4.8	0.00
S 1406	1406	751.87	1407	751.81	14	12	0.44	WC	STORM SEW CL. A. 2.12	5.30
S 1407	1407	754.80	1408	754.48	27	12	0.44	WC	STORM SEW CL. A. 2.12	24.60
S 1408	1408	755.08	1409	754.90	105	12	0.44	WC	STORM SEW CL. A. 2.12	35.70
S 1410	1410	755.14	1411	754.98	101	12	0.44	WC	STORM SEW CL. A. 2.12	35.70

DRAINAGE STRUCTURE SCHEDULE

STR. NO.	STATION/OFFSET	PAY ITEM	CON. INVERT (FT.)	N. INVERT (FT.)	S. INVERT (FT.)	E. INVERT (FT.)
S 1400	6590+00, 102.7' LT	MAN. TA. 6 DIA. 48" TYP. CL.	748.45	746.08	746.08	746.45
S 1402	6591+00, 88.7' LT	MAN. TA. 6 DIA. 48" TYP. CL.	745.70	745.20	745.20	745.08
S 1404	6592+00, 88.7' LT	MAN. TA. 6 DIA. 48" TYP. CL.	745.20	745.20	745.20	745.20
S 1406	6594+75, 28.7' LT	INLETS TA. 24" DIA.	751.87	751.87	751.87	751.87
S 1407	6596+24, 00' LT	INLETS TA. 24" DIA.	754.80	754.80	754.80	754.80
S 1408	6597+20, 41.0' LT	INLETS TA. 24" DIA.	755.08	755.08	755.08	755.08
S 1410	6598+24, 41.2' LT	INLETS TA. 24" DIA.	755.14	755.14	755.14	755.14

SEE SHEET STA. 6599+00



REVISIONS

NO.	DATE	DESCRIPTION

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 P.A.P., ROUTE 307 ILLINOIS ROUTE 641  
 STA. 6577+00 TO STA. 6590+00  
 SCALE: VERT. 1"=20'  
 HORIZ. 1"=40'  
 DRAWN BY: JFC  
 CHECKED BY: ECT



PROPOSED DRAINAGE PLAN

Exhibit 2  
Plat of Highways



**RESOLUTION 2017-2089**

**AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT  
WITH THE COUNTY OF DUPAGE FOR THE GRANT OF A TEMPORARY  
CONSTRUCTION EASEMENT AND CONSTRUCTION OF A STORM WATER  
SEWER SYSTEM**

**WHEREAS**, the DuPage Airport Authority (the "Authority") owns certain real property adjacent to Illinois Route 64 (North Avenue) and Powis Road in fee simple interest; and

**WHEREAS**, the County of DuPage (the "County") has requested the use of said property for its road widening project on Illinois Route 64 (North Avenue) and Powis Road and for the construction of a storm water sewer system on Authority property; and

**WHEREAS**, the Authority and the County have negotiated an Intergovernmental Agreement (the "IGA") for the grant of a temporary construction easement and construction of the storm water sewer system; and

**WHEREAS**, the Authority deems it in the best interests of the Authority and the general public to enter into the Intergovernmental Agreement; and

**NOW THEREFORE BE IT RESOLVED**, that the Authority hereby authorizes the Executive Director of the Authority to execute the Intergovernmental Agreement with the County of DuPage for the grant of a temporary construction easement and construction of a storm water sewer system, attached hereto, and authorizes the Executive Director of the Authority to take whatever steps necessary to effectuate the terms of said Agreement on behalf of the Authority.

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

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2017-2090**  
**Disclosure of Executive Session Minutes**

**WHEREAS**, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/2.06, the Board of Commissioners of the DuPage Airport Authority semi-annually reviews and makes available for public inspection non-confidential portions of executive session minutes;

**WHEREAS**, the Board of Commissioners met in executive session on March 8, 2017 to review the minutes of all previously non-disclosed executive sessions;

**WHEREAS**, after consultation with legal counsel, the Board of Commissioners has determined that the need for confidentiality still exists for certain executive session minutes; and

**WHEREAS**, after consultation with legal counsel, the Board of Commissioners has determined that the executive session minutes attached hereto no longer require confidential treatment and should be made available for public inspection in their final form within seven (7) days from the date of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that, pursuant to the Illinois Open Meetings Act, the DuPage Airport Authority hereby makes available for public inspection those portions of the executive session minutes, which are attached hereto.

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 8th day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2017-2090**

**RESOLUTION 2017-2091**

**Authorizing the Destruction of Certain Verbatim Recordings of Closed Sessions**

**WHEREAS**, Subsection 2.06(a) of the Illinois Open Meetings Act (“Act”) [5 ILCS 120/1, *et seq.*] requires that the DuPage Airport Authority (the “Authority”) maintain a verbatim record of all closed sessions of the Authority’s Board of Commissioners in the form of an audio or video recording;

**WHEREAS**, Subsection 2.06(b) of the Act permits a particular verbatim record to be destroyed without notification to or the approval of a records commission under the Local Records Act, no less than eighteen (18) months after the completion of the closed meeting in closed session recorded, if: (1) the Authority’s Board of Commissioners approves the destruction of the particular recording; and (2) the Authority’s Board of Commissioners approves or has approved written minutes of the closed meeting or closed session that meet the written minutes requirements of Subsection 2.06(a) of the Act; and

**WHEREAS**, the Authority’s Board of Commissioners has approved written minutes of the following closed sessions which conform to the requirements of Subsection 2.06(a) of the Act, more than eighteen (18) months have passed since each such meeting or closed session was completed, and the Authority’s Board of Commissioners deems it appropriate that the verbatim recordings of each of such closed meetings and closed sessions (collectively the “Verbatim Records”) be destroyed:

- September 24, 2014 –Capital Development Leasing Committee Meeting
- January 11, 2015 –Special Executive Session Board Meeting
- March 18, 2015 – Regular Board Meeting
- April 9, 2015 –Special Executive Session Board Meeting

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority hereby finds that all of the recitals contained in the preamble to this Resolution are true and correct and does hereby incorporate them into this Resolution by this reference, and hereby approves the destruction of the Verbatim Records and directs the Executive Director of the Authority to take whatever steps necessary to destroy and properly dispose of same.

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 8<sup>th</sup> day of March, 2017.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY