



DUPAGE AIRPORT AUTHORITY

BOARD OF COMMISSIONERS
REGULAR MEETING
WEDNESDAY, JUNE 20, 2018; 3:00 p.m.

DANIEL L. GOODWIN FLIGHT CENTER BUILDING
FIRST FLOOR CONFERENCE ROOM
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
May 23, 2018 Regular Board Meeting
May 23, 2018 Capital Development, Leasing and
Customer Fees Committee
May 23, 2018 Finance Committee Meeting
5. DIRECTOR'S REPORT TAB #2 PAGE #16
6. REVIEW OF FINANCIAL STATEMENTS TAB #3 PAGE #19
7. REPORT OF OFFICERS/COMMITTEES
 - a. Finance, Budget & Audit Committee
 - b. Capital Development, Leasing & Customer Fees Committee
 - c. Internal Policy and Compliance Committee
 - d. Golf Committee
 - e. DuPage Business Center
8. NEW BUSINESS
 - a. Proposed Ordinance 2018-325; 2018-2019 Prevailing Rate of Wages.
FINANCE TAB #4 PAGE #33
 - b. Proposed Resolution 2018-2177; Resolution for the Disposal/Destruction of Surplus
Personal Property.
*Authorizes the sale of (1) 2005 Hustler Mower and (1) 1999 Skyjack Aerial Lift through a
public internet auction.*
FINANCE TAB #5 PAGE #45

- c. **Proposed Resolution 2018-2178; Award of Contract to Preform Traffic Control Systems, Ltd. for Pavement Marking Services.**
Authorizes a three (3) year contract for airfield, roadway and parking lot pavement markings. Three (3) year cost not-to-exceed \$201,192.06, which includes a 10% owner's contingency.
FINANCE **TAB #6** **PAGE #50**
- d. **Proposed Resolution 2018-2179; Award of Contract to Behm Pavement Maintenance, Inc. for Sealcoating and Crack Repair.**
Authorizes a sealcoating and crack repair project in parking lots adjacent to International Drive and Aviation Avenue. Total cost not-to-exceed \$50,183.38, which includes a 10% owner's contingency.
CAPITAL DEVELOPMENT **TAB #7** **PAGE #55**
- e. **Proposed Resolution 2018-2180; Authorizing the Execution of a Design Phase Engineering Services Agreement with Burns & McDonnell for the Airport Improvement Program Project Known as: Construct North Perimeter Road Extension.**
Authorizes design for the North Perimeter Road Extension Project. Not-to-exceed amount of \$36,832.03. Percentage of funding to be reimbursed by Federal and State funds.
CAPITAL DEVELOPMENT **TAB #8** **PAGE #59**
- f. **Proposed Resolution 2018-2181; Authorizing the Execution of a Design Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Echo T-Hangar Pavement Phase II.**
Authorizes design for the Phase II Echo T-Hangar Pavement Rehabilitation Project. Not-to-exceed amount of \$16,375.44. Percentage of funding to be reimbursed by Federal and State funds.
CAPITAL DEVELOPMENT **TAB #9** **PAGE #63**
- g. **Proposed Resolution 2018-2182; Authorizing Change Order No. 1 to the Professional Services Agreement with Crawford, Murphy & Tilly, Inc. for the DuPage Airport Authority Master Plan Update and Airport Layout Plan GIS/EALP Update.**
Authorizes a Change Order in the amount of \$12,490 for additional land use analysis, increasing the original not-to-exceed Agreement cost of \$709,950 to \$722,440.
CAPITAL DEVELOPMENT **TAB #10** **PAGE #67**
- h. **Proposed Resolution 2018-2183; Authorizing the Execution of a Temporary Construction Easement Agreement Between the DuPage Airport Authority and FCL Builders, LLC.**
Grants an Easement to FCL Builders to allow temporary storage of excess soil and construction trailer during construction of the Suncast Building. Easement expires December 31, 2019.
CAPITAL DEVELOPMENT **TAB #11** **PAGE #70**
- i. **Proposed Resolution 2018-2184; Authorizing the Execution of the Sixth Amendment to the Intergovernmental Agreement with West Chicago.**
Modifies the Intergovernmental Agreement between the Authority and the City of West Chicago to revise Section 10.5 of the West Chicago Zoning Ordinance. Also, provides that future revisions of Section 10.5 may be done by agreement of the Authority and the City without formal Intergovernmental Agreement modification.
CAPITAL DEVELOPMENT **TAB #12** **PAGE #84**

- j. **Proposed Resolution 2018-2185; Authorizing the Execution of the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for the DuPage Business Center.**
Amends the Declaration for the Covenants, Conditions, Restrictions and Easements for the DuPage Business Center by modifying the Minimum Design Standards for the Business Center.
CAPITAL DEVELOPMENT **TAB #13** **PAGE #90**
- k. **Proposed Resolution 2018-2186; Approving the Extension of the Inspection Period in the Vacant Land Purchase Agreement with Midwest Industrial Funds, Inc.**
Grants an extension until August 31, 2018 to Midwest Industrial Funds, Inc. of the Inspection Period in the Vacant Land Sales Agreement for the Purchase of up to approximately 27 acres in the DuPage Business Center.
CAPITAL DEVELOPMENT **TAB #14** **PAGE #98**
- l. **Proposed Ordinance 2018-326; Approving the Execution of an Intergovernmental Agreement between the City of West Chicago, the DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94, West Chicago Park District and Ball Horticultural Company in Regard to a Property Tax Abatement Relative to the Redevelopment of the Ball Horticultural Company Property.**
Approves an Intergovernmental Agreement for the purpose of granting a real estate tax abatement to the Ball Horticultural Company up to a maximum amount of \$4,000,000 over ten years.
CAPITAL DEVELOPMENT **TAB #15** **PAGE #101**
- m. **Proposed Ordinance 2018-327; Ordinance Providing for Real Estate Tax Abatement.**
Requires that the DuPage County Clerk abate real estate taxes for Ball Horticultural Company pursuant to an Intergovernmental Agreement with certain local taxing bodies.
CAPITAL DEVELOPMENT **TAB #16** **PAGE #159**
9. **OLD BUSINESS**
- a. **Proposed Resolution 2018-2175; Approving the Concept Plan for 1 Innovation Drive.**
Approves the Concept Plan for Norix Group, Inc. of a 163,451-square foot manufacturing and warehouse facility at 1 Innovation Drive in the DuPage Business Center.
CAPITAL DEVELOPMENT **TAB #17** **PAGE #164**
10. **RECESS TO EXECUTIVE SESSION FOR THE DISCUSSION OF PENDING, PROBABLE OR IMMINENT LITIGATION; EMPLOYEE MATTERS; THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE DUPAGE AIRPORT AUTHORITY; AND THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE DUPAGE AIRPORT AUTHORITY.**
11. **RECONVENE REGULAR SESSION**
12. **OTHER BUSINESS**
- a. **Proposed Resolution 2018-2187; Resolution Approving a Modification to the Purchase Agreement dated January 24, 2018 with Discovery Drive Investors, LLC.**
Approves a modification to the purchase price of the property located at 805 Discovery Drive due to unforeseen site conditions.
CAPITAL DEVELOPMENT **TAB #18** **PAGE #165**
13. **ADJOURNMENT**

**DuPAGE AIRPORT AUTHORITY
REGULAR BOARD MEETING
Wednesday, May 23, 2018**

The Regular 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, May 23, 2018. Chairman Davis called the meeting to order at 2:11 p.m. and a quorum was present for the meeting.

A moment of silence was observed to honor the passing of Peter Huizenga, former member of the DuPage Airport Authority Board of Commissioners.

Commissioners Present: Chavez, Davis, Donnelly, Getz, 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; Robb Walker, Senior Accountant; Brian DeCoudres, Flight Center General Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others in Attendance: Phil Luetkehans, Schirott, Luetkehans and Garner; Jon Archer, CH2M; Jim Savio, Sikich, LLP.; Jim Adler, NAI Hiffman; Don Baxmann, DuPage Pilots Association; Dan Swanson, DuPage Pilots Association; Russell Danwin, DuPage Airport Tenant.

Members of the Press:

None

PUBLIC COMMENT

Russell Danwin, pilot and tenant of DuPage Airport. Mr. Danwin share his comments regarding the current hangar rental rates and occupancy at DuPage Airport. General discussion followed.

Dan Swanson, pilot and tenant of DuPage Airport. Mr. Swanson was the former president of the DuPage Pilots Association and continues to be a member of the Board. Mr. Swanson explained his proposal for the reorientation of Runway 10-28 and provided a drawing of this reorientation. Discussion followed and Executive Director Bird advised that Mr. Swanson's proposal and drawing will be submitted to the Master Plan Update Steering Committee and Crawford, Murphy and Tilly for review and evaluation.

APPROVAL OF MINUTES

Chairman Davis asked for additions or corrections to the minutes of the March 14, 2018 Regular Board Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the March 14, 2018 Regular Board Meeting and Commissioner Sharp **seconded the motion**. The motion was passed by roll call vote (8-0). Commissioner Getz abstained.

Chairman Davis asked for additions or corrections to the minutes of the March 22, 2018 Special Board Meeting and there were none. Commissioner Sharp made a **MOTION** to approve the minutes of the March 22, 2018 Special Board Meeting and Commissioner Ledonne **seconded the motion**. The motion was passed by roll call vote (8-0). Commissioner Getz abstained.

Chairman Davis asked for additions or corrections to the minutes of the April 12, 2018 Special Board Meeting and there were none. Commissioner Sharp made a **MOTION** to approve the minutes of the April 12, 2018 Special Board Meeting and Commissioner Ledonne seconded the motion. The motion was passed by roll call vote (9-0).

Chairman Davis asked for additions or corrections to the minutes of the March 14, 2018 Capital Development, Leasing and Customer Fees Committee Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the March 14, 2018 Capital Development, Leasing and Customer Fees Committee Meeting and Commissioner Sharp **seconded the motion**. The motion was passed by roll call vote (8-0). Commissioner Getz abstained.

Chairman Davis asked for additions or corrections to the minutes of the March 14, 2018 Finance, Budget and Audit Committee Meeting and there were none. Commissioner Posch made a **MOTION** to approve the minutes of the March 14, 2018 Finance, Budget and Audit Committee Meeting and Commissioner Sharp **seconded the motion**. The motion was passed by roll call vote (8-0). Commissioner Getz abstained.

Chairman Davis asked for additions or corrections to the minutes of the March 14, 2018 Golf Committee Meeting and there were none. Commissioner Donnelly made a **MOTION** to approve the minutes of the March 14, 2018 Golf Committee Meeting and Commissioner Sharp **seconded the motion**. The motion was passed by roll call vote (8-0). Commissioner Getz abstained.

DIRECTOR'S REPORT

Executive Director Bird discussed the monthly operating statistics for April:

Fuel sales for April were affected by the inclement weather; 100LL sales were flat and Jet A sales increased 4%. Jet A total sales for the year are up 4.79%. Total gallons of fuel sold overall for 2018 versus 2017 increased 4.4%.

Total Operations increased 2.6% for April and 17.5% for the year.

Executive Director reported that the Initial meeting of the Master Plan Steering Committee was held on April 26 with 17 attendees including staff. There was representation from the corporate sector and the general aviation sector with very good participation and discussions. Commissioner Greg Posch also attended. A date has not been set for the next Master Plan Update Steering Committee Meeting. Commissioners will be advised of the next meeting date and are invited to attend. Discussion followed.

Executive Director Bird stated that a letter was received from the City of Geneva advising that the project to extend Kautz Road from Route 38 to Fabyan Parkway has been moved up on the agenda for construction to begin in 2018 with potential completion in 2019. Discussion followed. Executive Director Bird will meet with Mayor of Geneva, Kevin Burns, for further discussion.

Executive Director Bird and Mark Doles visited New Continuum, a DuPage Business Center Data Center tenant that would like to lease 20 acres to construct a solar farm. He advised that the Airport Authority has received numerous inquiries for solar farms and it is Staff's opinion that utilizing land within the Business Center for solar farms defeats the business development purpose for this area. After discussion the Board agreed. Executive Director Bird stated the opinion that solar farms are not best suited for business center development will be carried forward. Discussion followed.

REVIEW OF FINANCIAL STATEMENTS

Patrick Hoard provided a review of the new format for the internal financial statements as was requested by the Finance Committee previously. Commissioner Ledonne stated that the Finance Committee was very satisfied with this new reporting format. Mr. Hoard continued his review of the Financial Statements for April 2018. Discussion followed.

REPORT OF COMMITTEES

Finance, Budget and Audit Committee:

Commissioner Ledonne advised the Finance, Budget and Audit Committee met earlier in the day and all items appearing on the Committee agenda were unanimously recommended for Consideration by the Board. Mr. Savio from the firm of Sikich presented the audit report which will also be presentation later in the Board Meeting.

Capital Development, Leasing and Customer Fees:

Commissioner Wagner reported the items appearing on the Board Meeting Agenda were discussed and favorably recommended for passage by the Board.

Internal Policy and Compliance Committee:

Commissioner LaMantia advised the Internal Policy and Compliance Committee did not meet and she had no report.

Golf Committee:

Commissioner Donnelly stated the Golf Committee did not meet prior to the Board Meeting. He reported that the new golf carts had been delivered and are now in use.

DuPage Business Center:

Jim Adler of NAI Hiffman reported that activity at the Business Center is progressing and everything is good news. He reviewed the current activities and reported on marketing efforts for the Business Center. He advised the ground work is completed for the DuPage Business Center website. He stated that a Broker Open House will be planned for late summer or early fall. Discussion followed. Attorney Luetkehans also provided an update on current ongoing plans and advised that Suncast is anticipated to break ground July 15; Norix has submitted a concept plan which will be presented at the June Board Meeting. Greco is progressing and expects to break ground in the fall. Discussion continued.

OLD BUSINESS

None

NEW BUSINESS

Presentation and Review of the Annual Financial Audit.

Executive Director Bird asked Jim Savio of Sikich LLP to present the 2017 Comprehensive Annual Financial Report for 2017 (CAFR). Mr. Savio thanked Executive Director Bird, Patrick Hoard, Robb Walker and Airport Authority staff for their assistance during this audit process. Mr. Savio discussed the preparation of the CAFR and advised the audit process went smoothly. He advised there were no new accounting pronouncements for this year and proceeded to review the highlights of the CAFR. Mr. Savio stated that an unmodified opinion was issued with no material weaknesses or significant deficiencies found; this is the highest opinion that can be given in the audit process. Discussion followed

Proposed Resolution 2018-2168; Authorizing the Execution of a Professional Services Agreement with Gruen Gruen + Associates for an Updated Economic and Fiscal Impact Analysis of the DuPage Business Center and DuPage Airport Authority Business Units.

Authorizes an Economic and Fiscal Impact Analysis of the DuPage Business Center and DuPage Airport Authority Business units. Not-to-exceed cost of \$22,100.

Executive Director Bird read into the record Proposed Resolution 2018-2168 and advised this was considered by the Finance Committee and recommended for Board approval.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2018-2168; Authorizing the Execution of a Professional Services Agreement with Gruen Gruen + Associates for an Updated Economic and Fiscal Impact Analysis of the DuPage Business Center and DuPage Airport Authority Business Units. The **motion was seconded** by Commissioner LaMantia and was unanimously passed by roll call vote (9-0).

Proposed Resolution 2018-2169; Award of Contract to Nadler Golf Car Sales, Inc. for the Procurement of Two (2) New Golf Turf Utility Vehicles.

Authorizes the procurement of two (2) new Club Car Carryall 500 Gas Utility Turf Vehicles for a total cost of \$18,834.

Executive Director Bird read into the record Proposed Resolution 2018-2169 and advised this was considered by the Finance Committee and recommended for Board approval.

A **MOTION** was made by Commissioner Sharp to approve Proposed Resolution 2018-2169; Award of contract to Nadler Golf Car Sales, Inc. for the Procurement of Two (2) New Golf Turf Utility Vehicles. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (9-0).

Proposed Resolution 2018-2170; Award of Contract to BP&T Construction Company for the Prairie Landing Clubhouse Painting and Trim Repair Project.

Authorizes a painting and trim repair project and the Prairie Landing Clubhouse and restroom shelter. Total authorized construction not-to-exceed \$50,146.80, which includes a 10% owner's contingency.

Executive Director Bird read into the record Proposed Resolution 2018-2170 and advised this was considered by the Capital Development Committee and recommended for Board approval.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2018-2170; Award of contract to BP&T Construction company for the Prairie Landing Clubhouse Painting and Trim Repair Project. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (9-0).

Proposed Resolution 2018-2171; Award of Contract to Northern Illinois Fence, Inc. for Fence Post and Foundation Repairs.

Authorizes a project to repair 90 fence posts and foundations along Keil Road and DuPage Drive. Total authorized construction not-to-exceed \$31,68, which includes a 4% owner's contingency.

Executive Director Bird read into the record Proposed Resolution 2018-2171 and advised this was considered by the Capital Development Committee and recommended for Board approval.

A **MOTION** was made by Commissioner Sharp to approve Proposed Resolution 2018-2171; Award of Northern Illinois Fence, Inc. for Fence Post and Foundation Repairs. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (9-0).

Proposed Resolution 2018-2172; Ratification of the Executive Director's Execution of a Change Order to the Contract with Municipal Well & Pump for Golf Course Irrigation Pump Station Motor Replacement and Pump Rehabilitation.

Ratifies the Executive Director's execution of a Change Order to add new column pipe and new pumps to the Golf Course Irrigation Pump Station Motor Replacement and Pump Rehabilitation Project. Increases the original authorized construction cost of \$58,499 to \$61,449.

Executive Director Bird read into the record Proposed Resolution 2018-2172 and advised this was considered by the Capital Development Committee and recommended for Board approval.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2018-2172; Ratification of the Executive Director's Execution of a Change Order to the Contract with Municipal Well & Pump for Golf Course Irrigation Pump Station Motor Replacement and Pump Rehabilitation. The **motion was seconded** by Commissioner LaMantia and was unanimously passed by roll call vote (9-0).

Proposed Resolution 2018-2173; Authorizing the Execution of an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project Known as: Phase 1 – Pavement Rehabilitation of Apron Areas at Echo T-Hangars; DPA-4557.

Authorizes participation in a Federal/State/and locally funded project to mill and overlay hangar apron and taxiway pavement at the Echo T-Hangars including release of the Airport Authority's local share of \$90,382.

Executive Director Bird read into the record Proposed Resolution 2018-2173 and advised this was considered by the Capital Development Committee and recommended for Board approval.

A **MOTION** was made by Commissioner Sharp to approve Proposed Resolution 2018-2173; Authorizing the Execution of an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project Known as: Phase 1 – Pavement Rehabilitation of Apron Areas at Echo T-Hangars; DPA-4557. The **motion was seconded** by Commissioner LaMantia and was unanimously passed by roll call vote (9-0).

Proposed Resolution 2018-2174; Authorization to Execute Service Order – 01 with Wight & Company for Professional Consulting Services Associated with Construction Plans for 3rd Floor Board Room at the DuPage Flight Center.

Authorizes execution of a Service Order with Wight & Company to provide plans to renovate vacant space on the 3rd floor of the Flight Center to be utilized as Boardroom and meeting space for a fixed-fee of \$30,000.

Executive Director Bird read into the record Proposed Resolution 2018-2174 and advised this was considered by the Capital Development Committee and recommended for Board approval.

A **MOTION** was made by Commissioner Sharp to approve Proposed Resolution 2018-2174; Authorization to Execute Service Order – 01 with Wight & Company for Professional Consulting Services Associated with Construction Plans for 3rd Floor Board Room at DuPage Flight Center. The **motion was seconded** by Commissioner Posch and was passed by roll call vote (8-0). Commissioner Wagner abstained.

Proposed Resolution 2018-2175; Approving the Concept Plan for Norix Group, Inc., Innovation Drive, at the DuPage Business Center.

Approves the Concept Plan for Norix Group, Inc. for a manufacturing, warehouse facility on Innovation Drive in the DuPage Business Center on a 22.16-acre parcel.

A **MOTION TO TABLE** Proposed Resolution 2018-2175; Approving the Concept Plan for Norix Group, Inc., Innovation Drive, at the DuPage Business Center was made by Commissioner Ledonne; was **seconded** by Commissioner Sharp and unanimously passed by roll call vote (9-0).

Proposed Resolution 2018-2176; Authorization to Execute Task Order No. 14 with CH2M for Professional Design Services Associated with Preliminary Cul-De-Sac Design for the Norix Project in the DuPage Business Center.

Authorizes execution of a Task Order with CH2M to complete 20% design plans for a roadway north of the proposed Norix development in the DuPage Business Center for a not-to-exceed amount of \$27,104.52.

Executive Director Bird read into the record Proposed Resolution 2018-2176 and advised this was considered by the Capital Development Committee and recommended for Board approval.

A **MOTION** was made by Commissioner Sharp to approve Proposed Resolution 2018-2176; Authorization to Execute Task Order No. 14 with CH2M for Professional Design Services Associated with Preliminary Cul-De-Sac Design for the Norix Project in the DuPage Business Center. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (9-0).

RECESS TO EXECUTIVE SESSION

There was no Executive Session held.

OTHER BUSINESS

NONE

A **MOTION** was made by Commissioner LaMantia 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 3:24 p.m.

Stephen L. Davis, Chairman

(ATTEST)

Donald C. Sharp, Secretary

**DuPAGE AIRPORT AUTHORITY
CAPITAL DEVELOPMENT, LEASING AND CUSTOMER FEES COMMITTEE
WEDNESDAY, MAY 23, 2018**

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, May 23, 2018. Committee Chairman Wagner called the meeting to order at 1:30 p.m. and there was a quorum present for the 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; Robb Walker, Senior Accountant; Dan Barna, Operations and Capital Program Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others: Phil Luetkehans, Schirott, Luetkehans and Garner; Jim Savio, Sikich; John Archer, CH2M.
Press: None

CAPITAL DEVELOPMENT
NEW BUSINESS

Proposed Resolution 2018-2170; Award of Contract to BP&T Construction Company for the Prairie Landing Clubhouse Painting and Trim Repair Project.

Authorizes a painting and trim repair project and the Prairie Landing Clubhouse and restroom shelter. Total authorized construction not-to-exceed \$50,146.80, which includes a 10% owner's contingency.

Dan Barna explained the scope of this project and the costs associated. He continued that the firm of Jacobs/JA Watts was utilized to prepare plans and specification for this project. Four (4) bids were received and BP&T Construction Company was determined to be the low, responsive and responsible bidder. Discussion followed.

A **MOTION** was made by Commissioner Ledonne for Proposed Resolution 2018-2170; Award of Contract to BP&T construction Company for the Prairie Landing Clubhouse Painting and Rim Repair Project. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (5-0).

Proposed Resolution 2018-2171; Award of Contract to Northern Illinois Fence, Inc. for Fence Post and Foundation Repairs.

Authorizes a project to repair 90 fence posts and foundations along Keil Road and DuPage Drive. Total authorized construction not-to-exceed \$31,668 which includes a 4% owner's contingency. Mr. Barna reviewed the scope of work for this project to repair the significant gaps that have occurred in the fence creating a wildlife and security hazard. He added bids were solicited for

this project and three (3) bids were received; Northern Illinois Fence was determined to be the low responsive and responsible bidder. Discussion followed.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2018-2171; Award of Contract to Northern Illinois Fence, Inc. for Fence Post and Foundation Repairs. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (5-0).

Proposed Resolution 2018-2172; Ratification of the Executive Director's Execution of a Change Order to the Contract with Municipal Well & Pump for Golf Course Irrigation Pump Station Motor Replacement and Pump Rehabilitation.

Ratifies the Executive Director's execution of a Change Order to add new column pipe and new pumps to the Golf Course Irrigation Pump Station Motor Replacement and Pump Rehabilitation Project. Increases the original authorized construction cost of \$58,499 to \$61,449.

Mr. Barna explained the project for golf course irrigation pump station motor replacement and pump rehabilitation was previously approved by the Board. He continued that when this project began and the column pipes, pumps and motors were removed, it was determined the column pipes and pumps were not salvageable and needed to be replaced to complete the project. Due to timing issues, the Executive Director authorized a Change Order to the contract with Municipal Well & Pump and staff is seeking the Boards approval of the Executive Director's action. Discussion followed.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2018-2172; Ratification of the Executive Director's Execution of a Change Order to the Contract with Municipal Well & Pump for Golf Course Irrigation Pump Station Motor Replacement and Pump Rehabilitation. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (5-0).

Proposed Resolution 2018-2173; Authorizing the Execution of an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project Known as: Phase 1 – Pavement Rehabilitation of Apron Areas at Echo T-Hangars; DPA-4557.

Authorizes participation in a Federal/State/and locally funded project to mill and overlay hangar apron and taxiway pavement at the Echo T-Hangars including release of the Airport Authority's local share of \$90,382.

Mr. Barna advised this Intergovernmental Agreement is required for the Airport Authority to begin Phase 1 of this grant funded project. Mr. Barna reviewed the scope of the project and the Airport Authority's share of the costs. He advised that Phase 2 of this grant funded project has been programmed for 2019 under the Transportation Improvement Program (TIP). Discussion followed.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2018-2173; Authorizing the Execution of an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project Known as: Phase 1 – Pavement Rehabilitation of Apron Areas at

Echo T-Hangars; DPA-4557. The **motion was seconded** by Commissioner Sharp and was unanimously passed by roll call vote (5-0).

Proposed Resolution 2018-2174; Authorization to Execute Service Order – 01 with Wight & Company for Professional Consulting Services Associated with Construction Plans for 3rd Floor Board Room at the DuPage Flight Center.

Authorizes execution of a Service Order with Wight & Company to provide plans to renovate vacant space on the 3rd floor of the Flight Center to be utilized as a Boardroom and meeting space for a fixed fee of \$30,000.00.

Mark Doles stated as previously discussed with the Board, U. S. Customs has expressed a need for additional space. The Airport Authority budgeted funds in 2018 to build a standalone facility if required. Mr. Doles continued that staff would prefer to expand their current space in the Flight Center Building and Customs is agreeable to accomplish this. CH2M has been contracted to rehabilitate the Customs current space and include this Boardroom as a part of their new facility. On the third floor the vacant space originally utilized by TRECC will be redesigned to provide two small meetings rooms and one large boardroom to accommodate the Airport Authority's space requirements. He proceeded to discuss the scope of this project and advised Wight & Company was the original designer of the current 3rd floor space and will now prepare plans for the proposed renovation. Discussion continued.

A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2018-2174; Authorization to Execute Service Order – 01 with Wight & Company for Professional Consulting Services Associated with Construction Plans for 3rd Floor Boardroom at the DuPage Flight Center. The **motion was seconded** by Commissioner Ledonne and was passed by roll call vote (4-0). Commissioner Wagner abstained.

Proposed Resolution 2018-2175; Approving the Concept Plan for the Norix Group, Inc., Innovation Drive at the DuPage Business Center.

Approves the concept Plan for Norix Group, Inc. for a manufacturing, warehouse facility on Innovation Drive in the DuPage Business Center on a 22.16-acre parcel.

A **MOTION TO TABLE** Proposed Resolution 2018-2175; Approving the Concept Plan for the Norix Group, Inc., Innovation Drive at the DuPage Business Center was made by Commissioner Sharp. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (5-0).

Proposed Resolution 2018-2176; Authorization to Execute Task Order No. 14 with CH2M for Professional Design Services Associated with Preliminary Cul-De-Sac Design for the Norix Project in the DuPage Business Center.

Authorizes execution of a Task Order with CH2M to complete 20% design plans for a roadway north of the proposed Norix development in the DuPage Business Center for a not-to-exceed amount of \$27,104.52.

Executive Director Bird explained that under the (PSA) Purchasing Sales Agreement with Norix the Airport Authority is required to construct an access road North of the proposed

development prior their occupancy; this work will not be undertaken until the Concept Plan submitted by Norix has been reviewed and approved by the Board. Discussion followed.

A **MOTION** was made by Commissioner Sharp to approve Proposed Resolution 2018-2176; Authorization to Execute Task Order No. 14 with CH2M for Professional Design Services Associated with Preliminary Cul-De-Sac Design for the Norix Project in the DuPage Business Center. The **motion was seconded** by Commissioner Ledonne and was unanimously passed by roll call vote (5-0).

RECESS TO EXECUTIVE SESSION

There was no Executive Session.

OTHER BUSINESS

None

Commissioner Sharp made a **MOTION** to adjourn the Capital Development, Leasing and Customer Fees Committee Meeting; the **motion was seconded** by Commissioner Ledonne and was passed by unanimous voice vote. The committee meeting was adjourned at 1:53 p.m.

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

**DuPAGE AIRPORT AUTHORITY
FINANCE, BUDGET AND AUDIT COMMITTEE
WEDNESDAY, MAY 23, 2018**

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, May 23, 2018. Commissioner Ledonne called the Committee Meeting to order at 1:00 p.m. and a quorum was present for the meeting.

A moment of silence was observed to honor the passing of Peter Huizenga, former member of the DuPage Airport Authority Board of Commissioners.

Commissioners Present: Ledonne, Donnelly, 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; Robb Walker, Senior Accountant; Dan Barna, Operations and Capital Program Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others:

Jim Savio, Sikich.

OLD BUSINESS

None

NEW BUSINESS

REVIEW OF FINANCIAL STATEMENTS

Patrick Hoard reviewed the new format for the internal financial statements as was recommended previously by the Committee. Discussion followed and all members of the Committee were agreeable with this report. Mr. Hoard then proceeded to summarize the financial statements for April 2018.

Presentation and Review of the Annual Financial Audit.

Jim Savio of the firm Sikich, reported on the Comprehensive Annual Financial report (CAFR) and thanked Executive Director Bird, Patrick Hoard, Robb Walker and the entire staff for their support and assistance during the audit process. He advised there were no new accounting pronouncements for this year and proceeded to review the highlights of the CAFR. Mr. Savio stated that an unmodified opinion was issued with no material weaknesses or significant deficiencies found; this is the highest opinion that can be given in the audit process. He continued that the Airport Authority had received the Certificate of Achievement for Excellence in Financial Reporting, awarded by the Government Finance Officers Association (GFOA). Mr. Savio added that Robb Walker took the lead on this very lengthy endeavor, making sure all requirements were met, and acknowledged his great work. Discussion followed.

Proposed Resolution 2018-2168; Authorizing the Execution of a Professional Services Agreement with Gruen Gruen + Associates for an Updated Economic and Fiscal Impact Analysis of the DuPage Business Center and DuPage Airport Authority Business Units.

Authorizes an Economic and Fiscal Impact Analysis of the DuPage Business Center and DuPage Airport Authority Business Units. Not-to-exceed costs of \$22,100.

Executive Director Bird advised Gruen Gruen + Associates has submitted a proposal to update the current economic and fiscal analysis of the DuPage Business Center and the Airport Authority business units. Gruen Gruen has done many projects for the Airport Authority and prepared the previous Economic and Fiscal Analysis completed in 2012. He continued that with the recent activity at the Business Center, this updated information will be reflected in and will assist with the Master Plan Update. Discussion followed.

A **MOTION** was made by Commissioner Sharp to recommend Board approval of Proposed Resolution 2018-2168; Authorizing the Execution of a Professional Services Agreement with Gruen Gruen + Associates for an Updated Economic and Fiscal Impact Analysis of the DuPage Business Center and DuPage Airport Authority Business Units. The **motion was seconded** by Commissioner Donnelly and was unanimously passed by roll call vote (5-0).

Proposed Resolution 2018-2169; Award of Contract to Nadler Golf for the Procurement of Two (2) Golf Utility Vehicles.

Authorizes the procurement of two (2) new Club Car Carryall 500 Gas Utility Turf Vehicles for a total cost of \$18,834.

Dan Barna stated these two vehicles will be utilized by Prairie Landing's Golf Maintenance Department. He continued that five (5) bids were received and after evaluation Nadler Golf was determined to be the low, responsive and responsible bidder; \$3,166 under the amount budgeted for this purchase. The first two bidders did not meet specifications and were not eligible. Discussion followed.

A **MOTION** was made by Commissioner Sharp to recommend Board approval of Proposed Resolution 2018-2169; Award of contract to Nadler Golf for the Procurement of Two (2) Golf Utility Vehicles. The **motion was seconded** by Commissioner Posch and was unanimously passed by roll call vote (5-0).

OTHER BUSINESS

None

A **MOTION** was made by Commissioner Sharp to adjourn the Finance, Budget and Audit Committee; the **motion was seconded** by Commissioner Donnelly and was passed unanimously by voice vote. The meeting adjourned at 1:25 p.m.

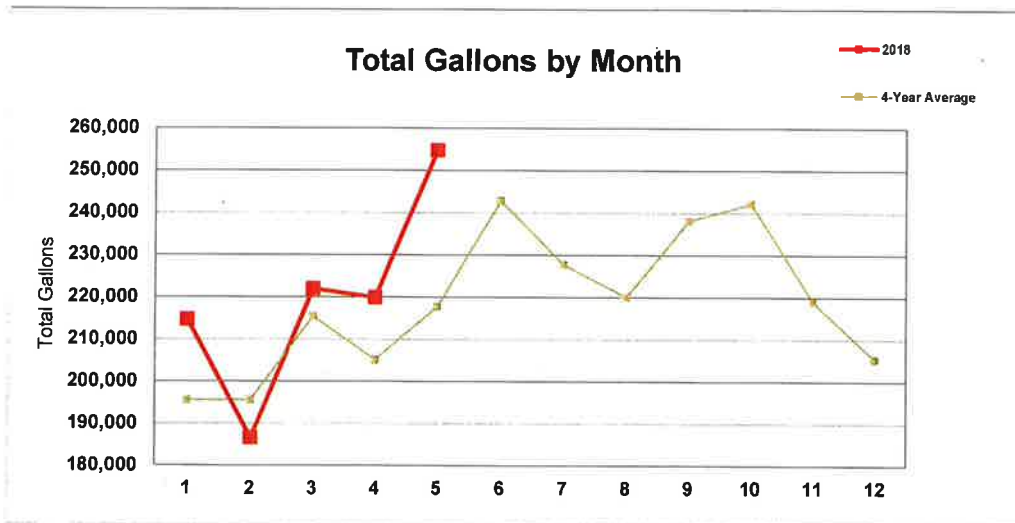
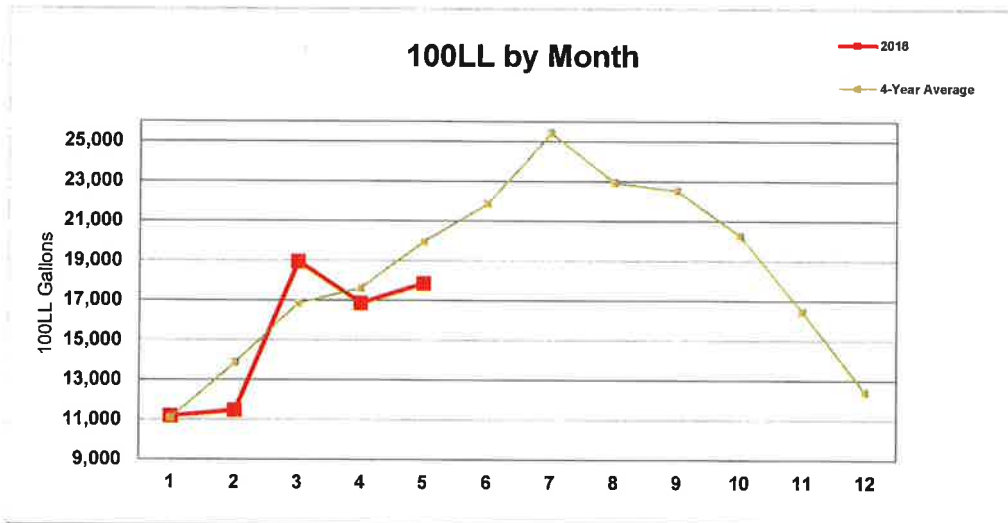
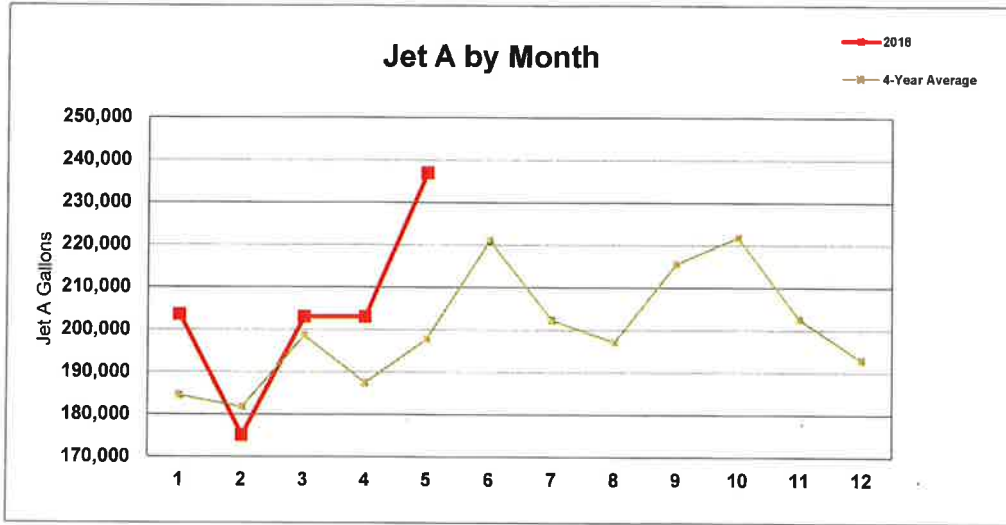
Michael V. Ledonne, Chairman
Finance, Budget and Audit Committee

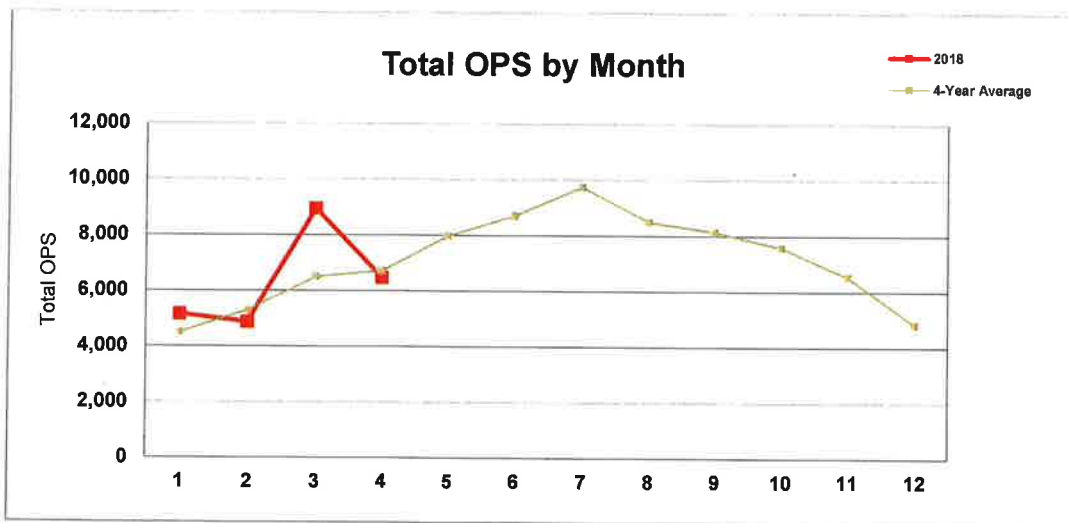
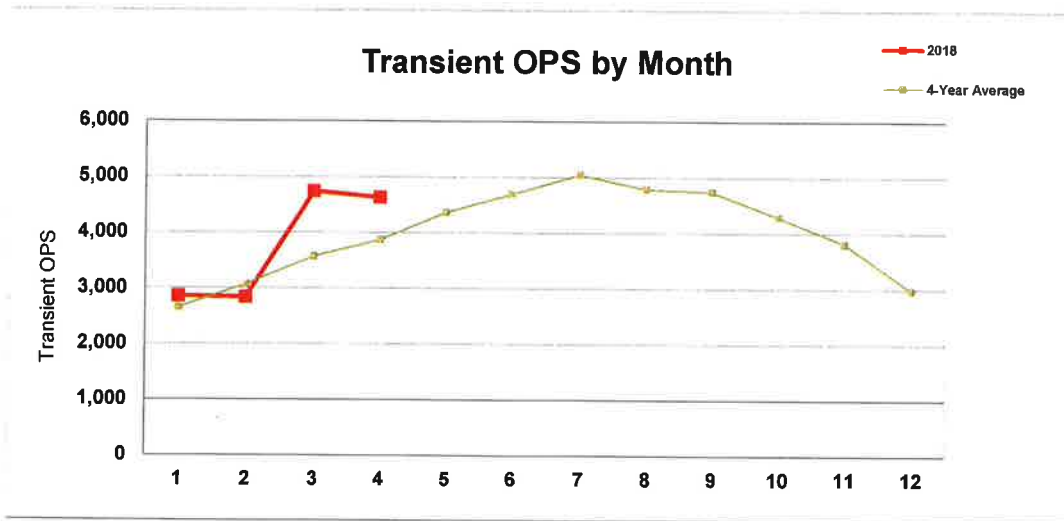
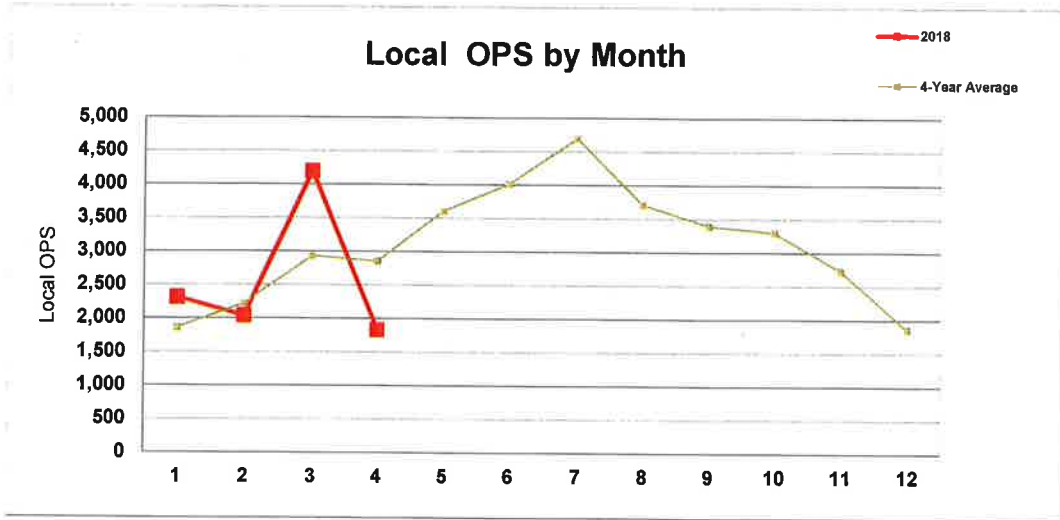


MONTHLY STATISTICS

May 2018

	<u>May '18</u>	<u>May '17</u>	<u>'18 vs. '17</u>	<u>May Percent Change</u>	<u>YTD 2018</u>	<u>YTD 2017</u>	<u>'18 vs. '17</u>	<u>Percent Change</u>
FUEL								
100LL	17,855	17,656	199	1.1%	76,348	75,684	664	0.9%
Jet A	236,967	199,333	37,634	18.9%	1,021,721	949,202	72,519	7.6%
Total Gallons	254,822	216,989	37,833	17.4%	1,098,069	1,024,886	73,183	7.1%







DUPAGE AIRPORT AUTHORITY

5/31/2018

**FINANCIALS
PRE-AUDIT
COMMISSIONERS**

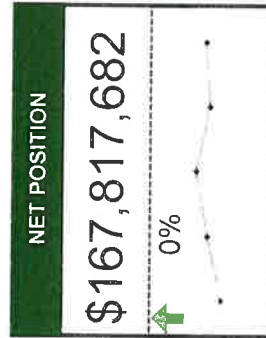
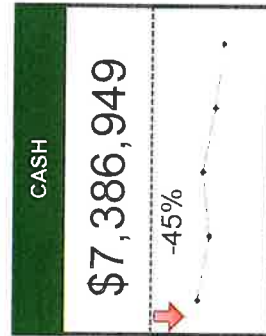
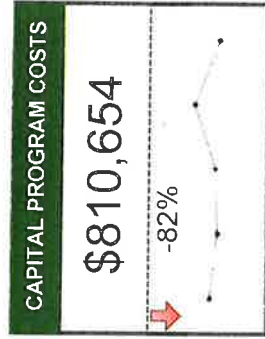
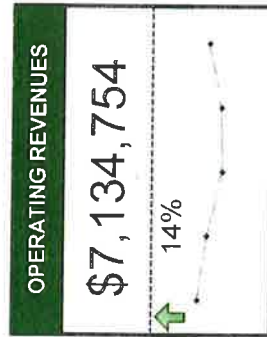
YTD FINANCIAL SUMMARY

DuPage Airport Authority

May

2018

KEY METRICS



YTD SUMMARY - TOTAL OPERATIONS

DuPage Airport Authority
YTD May 2018

	YTD Budget	YTD Actual	Actual vs. Budget
<u>OPERATING</u>			
Operating Revenues	\$6,522,717	\$7,134,754	\$612,037
Operating Expenses	\$6,424,912	\$6,708,101	\$283,189
Operating Profit	\$97,805	\$426,653	\$328,848
<u>NON-OPERATING REVENUES</u>			
Miscellaneous Taxes	\$35,800	\$33,968	-\$1,832
Property Taxes/Abatements	\$1,250	\$417,920	\$416,670
Federal & State Grants	\$0	\$669,877	\$669,877
Investment Income	\$6,250	\$18,399	\$12,149
Unrealized Gain (Loss) from Investments	\$0	\$0	\$0
Gain (Loss) on Sale of Fixed Assets	\$12,500	\$0	-\$12,500
Total Non-Operating Revenues	\$55,800	\$1,140,164	\$1,084,364
<u>NON-OPERATING EXPENSES</u>			
Property Tax (DAA)	\$91,250	\$85,327	-\$5,923
Property Tax (PLGC)	\$102,635	\$99,795	-\$2,840
Total Non-Operating Expenses	\$193,885	\$185,122	-\$8,763
Non-Operating Profit	-\$138,085	\$955,042	\$1,093,127
Net Profit (Loss) Excluding Depreciation & Major Maintenance	-\$40,280	\$1,381,695	\$1,421,975
Depreciation Expense	\$2,952,615	\$2,981,102	\$28,487
Major Maintenance	\$207,940	\$157,707	-\$50,233
Net Profit (Loss)	-\$3,200,835	-\$1,757,115	\$1,443,720
Total YTD Revenues	\$6,578,517	\$8,274,918	\$1,696,401
Total YTD Expenditures	\$6,618,797	\$6,893,223	\$274,426
Capital Development Programs	\$586,387	\$810,654	\$224,267
Future Project Expense	\$0	\$0	\$0
Transfers In (Out)	\$0	\$0	\$0

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF NET POSITION

For the Period Ended May 31, 2018

CURRENT ASSETS

Cash & Cash Equivalents	7,386,949
Cash & Cash Equivalents - Designated	-
Cash & Cash Equivalents - Restricted	-
Investments	-
Investments - Restricted	-
Investments - Designated	-
Receivables	
Property Taxes	6,025,053
Accounts	548,340
Accrued Interest	-
Long-term Note Receivable, Current Portion	24,915
Prepaid Expenses	575,206
Inventories	334,733

Total Current Assets 14,895,196

NONCURRENT ASSETS

Advance to Other Subfunds	-
Long-term Note Receivable, Net of Current Portion	-

Total Noncurrent Assets -

Capital Assets

Not Being Depreciated	73,754,252
Being Depreciated	283,487,260
Less Accumulated Depreciation	<u>(194,679,983)</u>

Net Capital Assets 162,561,528

DEFERRED OUTFLOWS OF RESOURCES

Pension Items - IMRF	<u>1,389,795</u>
----------------------	------------------

Total Deferred Outflows of Resources 1,389,795

Total Noncurrent Assets 163,951,324

Total Assets 178,846,520

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF NET POSITION

For the Period Ended May 31, 2018

CURRENT LIABILITIES	
Accounts Payable	444,659
Retainage Payable	-
Accrued Liabilities	626,017
Compensated Absences, Current Portion	90,191
Customer Deposits and Advances	248,268
Security Deposits	271,530
Unearned Revenue	124,795
	<hr/>
Total Current Liabilities	1,805,460
	<hr/>
NONCURRENT LIABILITIES	
Unearned Revenue	1,351,943
Advance from Other Subfunds	-
Net Pension Liability - IMRF	1,409,254
Compensated Absences, Net of Current Portion	360,764
	<hr/>
Total Noncurrent Liabilities	3,121,961
	<hr/>
Total Liabilities	4,927,421
	<hr/>
DEFERRED INFLOWS OF RESOURCES	
Deferred Revenue - Property Taxes	6,025,052
Pension Items - IMRF	76,364
	<hr/>
Total Deferred Inflows of Resources	6,101,416
	<hr/>
Total Liabilities and Deferred Inflows of Resources	11,028,838
	<hr/>
NET POSITION	
Net Investment in Capital Assets	162,561,528
Restricted for Aeronautical Purposes	-
Unrestricted	5,256,154
	<hr/>
Total Net Position	167,817,682
	<hr/>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	178,846,520
	<hr/> <hr/>

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended May 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	7,175,728
Payments to suppliers	(5,627,677)
Payments to and on behalf of employees	(2,221,490)
	<hr/>
Net cash from operating activities	(673,440)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Non-operating revenues - property taxes	417,920
Non-operating revenues - replacement taxes	33,968
	<hr/>
Net cash from operating activities	451,888
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Grant monies received	154,633
Acquisition and construction of capital assets	(295,411)
Gain (Loss) from sale of capital assets	-
	<hr/>
Net cash from capital and related financing activities	(140,778)
CASH FLOWS FROM INVESTING ACTIVITIES	
Net change in investments	-
Investment income	18,399
	<hr/>
Net cash from investing activities	18,399
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(343,931)
CASH AND CASH EQUIVALENTS, JANUARY 1	7,730,879
CASH AND CASH EQUIVALENTS, MAY 31	7,386,949
PRESENTED AS	
Cash and cash equivalents	7,386,949
Cash and cash equivalents - restricted	-
	<hr/>
Total cash and cash equivalents	<u>7,386,949</u>

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended May 31, 2018

**RECONCILIATION OF OPERATING INCOME (LOSS)
TO NET CASH FROM OPERATING ACTIVITIES**

Operating income (loss)	(2,973,696)
Adjustments to reconcile operating income (loss) to net cash from operating activities	
Depreciation	2,981,102
Miscellaneous income	76,418
Changes in assets and liabilities	
Accounts receivable	(99,302)
Note receivable	-
Prepaid expenses	(94,461)
Inventories	(92,810)
Accounts payable	(466,129)
Accrued liabilities	(33,701)
Compensated absences	-
Net pension liability - IMRF	-
Pension items - IMRF	-
Customer deposits and advances	3,460
Security deposits	77,678
Unearned revenue	(51,998)
NET CASH FROM OPERATING ACTIVITIES	<u><u>(673,440)</u></u>

**NON-CASH INVESTING, CAPITAL, AND
FINANCING ACTIVITIES**

Contributions	515,244
Capital asset additions in accounts payable and retainage payable	-
Change in the fair value of investments	-

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

**STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN NET POSITION - BY SUBFUND**

For the Period Ended May 31, 2018

	Airport Operations	Dupage Flight Center	Prairie Landing Golf Course	Total
OPERATING REVENUES				
Aircraft Storage	1,113,404	161,923	-	1,275,327
Leases, Commissions, Fees	350,290	-	-	350,290
Golf Course Operations	-	-	683,399	683,399
Line Service	-	4,777,708	-	4,777,708
Total Operating Revenues	1,463,694	4,939,631	683,399	7,086,724
OPERATING EXPENSES				
Direct Costs				
Airport Operations	1,818,299	-	-	1,818,299
Golf Course Operations	-	-	587,163	587,163
Line Service	-	2,814,253	-	2,814,253
General and Administrative				
Salaries and Benefits	592,390	513,991	36,436	1,142,816
Utilities	-	4,181	23,910	28,091
Office Expense	21,994	17,225	33,951	73,171
Insurance	17,644	33,688	24,030	75,362
Professional Services	89,553	-	1,193	90,746
Postage	1,823	-	1,538	3,361
Real Estate Tax	85,327	-	99,795	185,122
Advertising and Promotions	24,831	12,471	24,087	61,390
Miscellaneous	197,796	1,750	-	199,546
Total Operating Expenses	2,849,657	3,397,560	832,102	7,079,318
OPERATING INCOME (LOSS) BEFORE DEPRECIATION	(1,385,962)	1,542,071	(148,703)	7,406
Depreciation	2,969,336	6,330	5,436	2,981,102
OPERATING INCOME (LOSS)	(4,355,298)	1,535,741	(154,139)	(2,973,696)
NON-OPERATING REVENUES (EXPENSES)				
Property Taxes	417,920	-	-	417,920
Personal Property Replacement Tax	33,968	-	-	33,968
Investment Income	18,399	-	-	18,399
Miscellaneous Income	72,015	3,079	1,324	76,418
Gain (Loss) on Disposal of Capital Assets	-	-	-	-
Total Non-Operating Revenues (Expenses)	542,302	3,079	1,324	546,705
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRANSFERS	(3,812,996)	1,538,820	(152,815)	(2,426,991)
Contributions	669,877	-	-	669,877
Transfers In (Out)	-	-	-	-
CHANGE IN NET POSITION	(3,143,120)	1,538,820	(152,815)	(1,757,115)
NET POSITION, JANUARY 1	156,363,929	14,638,876	(1,428,008)	169,574,797
NET POSITION, MAY 31	153,220,809	16,177,696	(1,580,824)	167,817,682

Total DuPage Airport Authority

STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 5/31/2018

	Month				YTD			
	Actual		Variance		Budget		Variance	
	Budget	Variance	Budget	Variance	Actual	Variance	Budget	Variance
REVENUES								
Airport Operations	\$ 264,242	\$ (10,240)	\$ 1,535,709	\$ (1,464,065)	\$ 71,644	\$ 3,476,852	\$ 3,476,852	\$ (131,989)
Prairie Landing Golf Club	\$ 235,158	\$ (86,818)	\$ 321,975	\$ (86,818)	\$ 81,170	\$ 2,578,115	\$ 2,578,115	\$ 43,547
DuPage Flight Center	\$ 1,185,667	\$ 864,362	\$ 4,942,710	\$ 4,321,147	\$ 621,563	\$ 10,370,504	\$ 10,370,504	\$ 947,234
Total Revenues	\$ 1,685,066	\$ 224,247	\$ 7,134,754	\$ 6,522,717	\$ 612,037	\$ 16,425,471	\$ 16,425,471	\$ 858,842
OPERATING EXPENSES								
Airport Operations	\$ 295,022	\$ (4,973)	\$ 1,523,024	\$ 1,553,875	\$ (30,851)	\$ 3,878,960	\$ 3,878,960	\$ 80,036
Prairie Landing Golf Club	\$ 157,447	\$ (36,524)	\$ 461,186	\$ 551,434	\$ (90,248)	\$ 1,840,222	\$ 1,840,222	\$ 5,468
DuPage Flight Center	\$ 684,720	\$ 212,645	\$ 2,795,780	\$ 2,360,289	\$ 435,511	\$ 5,667,943	\$ 5,667,943	\$ 636,611
Total Cost of Sales	\$ 1,137,189	\$ 169,148	\$ 4,779,990	\$ 4,465,578	\$ 314,412	\$ 11,387,125	\$ 11,387,125	\$ 722,116
Gross Profit/(Loss)	\$ 547,878	\$ 55,100	\$ 2,354,764	\$ 2,057,139	\$ 297,625	\$ 5,038,346	\$ 5,038,346	\$ 136,726
GENERAL AND ADMINISTRATIVE								
Airport Operations	\$ 224,878	\$ (7,187)	\$ 1,169,686	\$ 1,149,270	\$ 20,416	\$ 2,875,130	\$ 2,875,130	\$ 52,504
Prairie Landing Golf Club	\$ 29,344	\$ (6,370)	\$ 156,645	\$ 168,324	\$ (11,679)	\$ 440,130	\$ 440,130	\$ 1,677
DuPage Flight Center	\$ 127,498	\$ (1,888)	\$ 601,780	\$ 641,740	\$ (39,961)	\$ 1,680,427	\$ 1,680,427	\$ (29,014)
Total G&A Costs	\$ 381,720	\$ (15,445)	\$ 1,928,111	\$ 1,959,334	\$ (31,223)	\$ 4,995,687	\$ 4,995,687	\$ 25,167
Operating Income/(Loss)	\$ 166,158	\$ 70,545	\$ 426,653	\$ 97,805	\$ 328,848	\$ 42,659	\$ 42,659	\$ 111,559
NON-OPERATING REVENUES/(EXPENSES)								
Property and Other Tax Revenue	\$ 428,279	\$ 417,429	\$ 451,888	\$ 37,050	\$ 414,838	\$ 6,096,000	\$ 6,096,000	\$ 424,261
Property Tax Expenses	\$ (33,777)	\$ 5,000	\$ (185,122)	\$ (193,885)	\$ 8,763	\$ (465,324)	\$ (465,324)	\$ (2,855)
Federal & State Grants	\$ -	\$ -	\$ 669,877	\$ -	\$ 669,877	\$ 174,930	\$ 174,930	\$ 629,700
Investment Income	\$ 4,186	\$ 2,936	\$ 18,399	\$ 6,250	\$ 12,149	\$ 15,000	\$ 15,000	\$ 9,441
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ (2,500)	\$ -	\$ 12,500	\$ (12,500)	\$ 30,000	\$ 30,000	\$ (25,616)
Total Non-Operating Revenues/(Expenses)	\$ 398,688	\$ 422,865	\$ 955,042	\$ (138,085)	\$ 1,093,127	\$ 5,852,606	\$ 5,852,606	\$ 1,034,967
Net Income/(Loss) before Depreciation	\$ 564,846	\$ 493,410	\$ 1,381,695	\$ (40,280)	\$ 1,421,975	\$ 5,895,265	\$ 5,895,265	\$ 204,668
Depreciation	\$ 597,896	\$ 7,373	\$ 2,981,102	\$ 2,952,615	\$ 28,487	\$ 7,086,276	\$ 7,086,276	\$ 204,668
Net Income/(Loss) after Depreciation	\$ (33,050)	\$ 486,037	\$ (1,599,407)	\$ (2,992,895)	\$ 1,393,488	\$ (1,191,011)	\$ (1,191,011)	\$ 941,858
Major Maintenance								
Engineering Costs	\$ 21,326	\$ (12,169)	\$ 157,707	\$ 207,940	\$ (50,233)	\$ 1,203,764	\$ 1,203,764	\$ 94,454
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ (54,376)	\$ 498,206	\$ (1,757,115)	\$ (3,200,835)	\$ 1,443,720	\$ (2,394,775)	\$ (2,394,775)	\$ 847,404

Airport and Administration
STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 5/31/2018

	Month			YTD			2018 Annual Budget			Month			YTD		
	Actual		Variance	Budget		Variance	2018		Variance	2018		Variance	2018		Variance
REVENUES															
Administrative	\$ 10,266	\$ 12,634	\$ (2,368)	\$ 66,284	\$ 67,610	\$ 133,894	\$ 12,117	\$ (1,851)	\$ 170,231	\$ 10,266	\$ 12,117	\$ (1,851)	\$ 133,894	\$ 305,187	\$ 28,707
Field Operations	\$ 17,030	\$ 26,478	\$ (9,448)	\$ 224,676	\$ (14,371)	\$ 412,824	\$ 71,145	\$ (54,116)	\$ 412,824	\$ 17,030	\$ 71,145	\$ (54,116)	\$ 210,305	\$ 450,082	\$ (239,776)
Building Operations	\$ 217,117	\$ 215,648	\$ 1,469	\$ 1,074,495	\$ 17,126	\$ 2,657,133	\$ 203,826	\$ 13,291	\$ 2,657,133	\$ 217,117	\$ 203,826	\$ 13,291	\$ 1,091,621	\$ 1,017,992	\$ 73,629
Flight Center	\$ 19,829	\$ 19,722	\$ 107	\$ 98,610	\$ 1,280	\$ 236,664	\$ 18,509	\$ 1,320	\$ 236,664	\$ 19,829	\$ 18,509	\$ 1,320	\$ 99,890	\$ 94,388	\$ 5,501
Total Revenues	\$ 264,242	\$ 274,482	\$ (10,240)	\$ 1,464,065	\$ 71,684	\$ 3,476,952	\$ 305,597	\$ (41,356)	\$ 3,476,952	\$ 264,242	\$ 305,597	\$ (41,356)	\$ 1,535,709	\$ 1,667,649	\$ (131,939)
OPERATING EXPENSES															
Field Operations	\$ 123,299	\$ 138,750	\$ (15,451)	\$ 707,273	\$ (12,962)	\$ 1,766,138	\$ 130,597	\$ (7,298)	\$ 1,766,138	\$ 123,299	\$ 130,597	\$ (7,298)	\$ 694,311	\$ 651,173	\$ 63,137
Building Operations	\$ 74,718	\$ 72,543	\$ 2,175	\$ 393,122	\$ (1,288)	\$ 953,030	\$ 53,483	\$ 21,235	\$ 953,030	\$ 74,718	\$ 53,483	\$ 21,235	\$ 391,834	\$ 391,971	\$ (137)
Flight Center	\$ 15,372	\$ 20,408	\$ (5,036)	\$ 105,340	\$ (10,073)	\$ 266,696	\$ 22,292	\$ (6,921)	\$ 266,696	\$ 15,372	\$ 22,292	\$ (6,921)	\$ 95,267	\$ 103,336	\$ (8,069)
Shop Equip. Operations	\$ 53,386	\$ 40,399	\$ 12,987	\$ 202,642	\$ 3,100	\$ 520,170	\$ 32,952	\$ 20,434	\$ 520,170	\$ 53,386	\$ 32,952	\$ 20,434	\$ 205,742	\$ 184,637	\$ 21,105
Projects & Procurement	\$ 28,248	\$ 27,895	\$ 353	\$ 145,498	\$ (9,627)	\$ 372,926	\$ 26,326	\$ 1,922	\$ 372,926	\$ 28,248	\$ 26,326	\$ 1,922	\$ 135,871	\$ 131,870	\$ 4,001
Total Cost of Sales	\$ 295,022	\$ 299,595	\$ (4,573)	\$ 1,553,875	\$ (30,851)	\$ 3,878,960	\$ 265,650	\$ 29,372	\$ 3,878,960	\$ 295,022	\$ 265,650	\$ 29,372	\$ 1,523,024	\$ 1,442,988	\$ 80,036
Gross Profit/(Loss)	\$ (30,780)	\$ (25,113)	\$ (5,267)	\$ (89,810)	\$ 102,495	\$ (402,108)	\$ 39,948	\$ (70,727)	\$ (402,108)	\$ (30,780)	\$ 39,948	\$ (70,727)	\$ 12,685	\$ 224,661	\$ (211,976)
GENERAL AND ADMINISTRATIVE															
Administrative	\$ 187,230	\$ 190,050	\$ (2,860)	\$ 941,335	\$ 30,904	\$ 2,945,591	\$ 208,952	\$ (21,722)	\$ 2,945,591	\$ 187,230	\$ 208,952	\$ (21,722)	\$ 972,239	\$ 905,524	\$ 66,715
Commissioners	\$ 8,946	\$ 8,786	\$ 160	\$ 43,930	\$ (2,749)	\$ 105,432	\$ 8,775	\$ 171	\$ 105,432	\$ 8,946	\$ 8,775	\$ 171	\$ 41,181	\$ 44,142	\$ (2,961)
Business Dev./Marketing	\$ 4,200	\$ 7,771	\$ (3,571)	\$ 38,855	\$ (2,793)	\$ 99,252	\$ 4,448	\$ (248)	\$ 99,252	\$ 4,200	\$ 4,448	\$ (248)	\$ 26,062	\$ 25,207	\$ 854
Accounting	\$ 24,503	\$ 25,418	\$ (915)	\$ 125,150	\$ 5,055	\$ 330,855	\$ 52,921	\$ (28,418)	\$ 330,855	\$ 24,503	\$ 52,921	\$ (28,418)	\$ 130,205	\$ 142,310	\$ (12,104)
Total G&A Costs	\$ 224,878	\$ 232,065	\$ (7,187)	\$ 1,149,270	\$ 20,416	\$ 2,875,130	\$ 275,096	\$ (50,217)	\$ 2,875,130	\$ 224,878	\$ 275,096	\$ (50,217)	\$ 1,169,686	\$ 1,117,182	\$ 52,504
Operating Income/(Loss)	\$ (255,658)	\$ (257,578)	\$ 1,920	\$ (1,239,080)	\$ 82,079	\$ (3,277,238)	\$ (235,148)	\$ (20,510)	\$ (3,277,238)	\$ (255,658)	\$ (235,148)	\$ (20,510)	\$ (1,157,001)	\$ (892,521)	\$ (264,480)
NON-OPERATING REVENUES/(EXPENSES)															
Property and Other Tax Revenue	\$ 428,279	\$ 10,850	\$ 417,429	\$ 37,050	\$ 414,838	\$ 6,098,000	\$ 11,164	\$ 417,115	\$ 6,098,000	\$ 428,279	\$ 11,164	\$ 417,115	\$ 451,888	\$ 27,827	\$ 424,261
Property Tax Expenses	\$ (14,487)	\$ (18,250)	\$ 3,763	\$ (91,250)	\$ 5,923	\$ (219,000)	\$ (16,268)	\$ 1,781	\$ (219,000)	\$ (14,487)	\$ (16,268)	\$ 1,781	\$ (85,327)	\$ (86,268)	\$ 941
Federal & State Grants	\$ -	\$ -	\$ -	\$ -	\$ 669,877	\$ 174,930	\$ -	\$ -	\$ 174,930	\$ -	\$ -	\$ -	\$ 669,877	\$ 40,176	\$ 629,700
Investment Income	\$ 4,186	\$ 1,250	\$ 2,936	\$ 6,250	\$ 12,149	\$ 15,000	\$ 2,142	\$ 2,049	\$ 15,000	\$ 4,186	\$ 2,142	\$ 2,049	\$ 18,399	\$ 8,958	\$ 9,441
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (36)	\$ 36
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ 2,500	\$ (2,500)	\$ 12,500	\$ (12,500)	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenues/(Expenses)	\$ 417,978	\$ (3,650)	\$ 423,628	\$ (35,450)	\$ 1,090,287	\$ 6,098,930	\$ (2,961)	\$ 420,939	\$ 6,098,930	\$ 417,978	\$ (2,961)	\$ 420,939	\$ 1,054,837	\$ 16,074	\$ 1,038,763
Net Income/(Loss) before Depreciation	\$ 162,319	\$ (261,228)	\$ 423,547	\$ (1,274,530)	\$ 1,172,366	\$ (2,821,692)	\$ (238,109)	\$ 400,429	\$ (2,821,692)	\$ 162,319	\$ (238,109)	\$ 400,429	\$ (102,164)	\$ (876,448)	\$ 774,284
Depreciation	\$ 595,542	\$ 588,170	\$ 7,372	\$ 2,940,850	\$ 28,486	\$ 7,058,040	\$ 551,488	\$ 44,054	\$ 7,058,040	\$ 595,542	\$ 551,488	\$ 44,054	\$ 2,969,336	\$ 2,756,764	\$ 212,572
Net Income/(Loss) after Depreciation	\$ (433,223)	\$ (849,398)	\$ 416,175	\$ (4,215,380)	\$ 1,143,860	\$ (4,236,348)	\$ (789,597)	\$ 356,374	\$ (4,236,348)	\$ (433,223)	\$ (789,597)	\$ 356,374	\$ (3,071,500)	\$ (3,633,212)	\$ 561,712
Major Maintenance	\$ 17,246	\$ 1,200	\$ 16,046	\$ 15,600	\$ 56,020	\$ 914,539	\$ 45,615	\$ (28,369)	\$ 914,539	\$ 17,246	\$ 45,615	\$ (28,369)	\$ 71,620	\$ 52,760	\$ 18,860
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ (450,468)	\$ (850,598)	\$ 400,130	\$ (4,230,980)	\$ 1,087,860	\$ (5,150,887)	\$ (835,212)	\$ 384,743	\$ (5,150,887)	\$ (450,468)	\$ (835,212)	\$ 384,743	\$ (3,143,120)	\$ (3,685,971)	\$ 542,851

DuPage Flight Center

STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 5/31/2018

	YTD				Month		YTD					
	Actual		Budget		Variance		2018		2017		Variance	
REVENUES												
Hangar Rentals	\$ 31,286	\$ 19,583	\$ 11,703	\$ 161,923	\$ 97,915	\$ 64,008	\$ 31,286	\$ 16,431	\$ 14,855	\$ 161,923	\$ 83,901	\$ 78,022
Ramp Tie Downs & Overnight fees	\$ 4,560	\$ 1,917	\$ 2,643	\$ 7,831	\$ 9,585	\$ (1,754)	\$ 4,560	\$ 3,513	\$ 1,047	\$ 7,831	\$ 8,547	\$ (716)
Fuel and Oil Sales	\$ 1,144,839	\$ 839,871	\$ 304,968	\$ 4,715,949	\$ 4,199,355	\$ 516,594	\$ 1,144,839	\$ 816,745	\$ 328,093	\$ 4,715,949	\$ 3,874,396	\$ 841,553
Volume Rebate	\$ -	\$ (3,125)	\$ 3,125	\$ -	\$ (15,625)	\$ 15,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Line Service Other	\$ 3,370	\$ 3,750	\$ (380)	\$ 50,407	\$ 18,750	\$ 31,657	\$ 3,370	\$ 3,175	\$ 195	\$ 50,407	\$ 19,099	\$ 31,308
Aircraft Catering	\$ 1,057	\$ 1,500	\$ (443)	\$ 3,522	\$ 7,500	\$ (3,978)	\$ 1,057	\$ 1,152	\$ (95)	\$ 3,522	\$ 5,965	\$ (2,443)
Non Airfield Rent/Lease/Maintenance Revenue	\$ 555	\$ 866	\$ (311)	\$ 3,079	\$ 3,667	\$ (588)	\$ 555	\$ 680	\$ (125)	\$ 3,079	\$ 3,568	\$ (489)
Total Revenue	\$ 1,185,667	\$ 864,362	\$ 321,305	\$ 4,942,710	\$ 4,321,147	\$ 621,563	\$ 1,185,667	\$ 841,697	\$ 343,970	\$ 4,942,710	\$ 3,995,476	\$ 947,234
OPERATING EXPENSES												
Fuel and Oil Cost of Sales	\$ 646,407	\$ 433,583	\$ 212,824	\$ 2,609,812	\$ 2,167,915	\$ 441,897	\$ 646,407	\$ 422,921	\$ 223,486	\$ 2,609,812	\$ 1,989,112	\$ 620,701
De Ice Cost of Goods	\$ -	\$ 2,083	\$ (2,083)	\$ -	\$ 10,415	\$ (10,415)	\$ -	\$ -	\$ -	\$ -	\$ 144	\$ (144)
Credit Card Expense	\$ 14,568	\$ 10,262	\$ 4,306	\$ 56,161	\$ 51,310	\$ 4,851	\$ 14,568	\$ 11,326	\$ 3,242	\$ 56,161	\$ 50,057	\$ 6,104
Food - COGS	\$ 7,791	\$ 6,514	\$ 1,277	\$ 32,072	\$ 32,464	\$ (392)	\$ 7,791	\$ 5,093	\$ 2,698	\$ 32,072	\$ 26,787	\$ 5,285
Maintenance	\$ 15,954	\$ 19,633	\$ (3,679)	\$ 97,735	\$ 98,165	\$ (430)	\$ 15,954	\$ 17,933	\$ (1,979)	\$ 97,735	\$ 93,069	\$ 4,666
Total Cost of Sales	\$ 684,720	\$ 472,075	\$ 212,645	\$ 2,795,780	\$ 2,360,269	\$ 435,511	\$ 684,720	\$ 457,273	\$ 227,447	\$ 2,795,780	\$ 2,159,169	\$ 636,611
Gross Profit/(Loss)	\$ 500,947	\$ 392,287	\$ 108,660	\$ 2,146,930	\$ 1,960,878	\$ 186,052	\$ 500,947	\$ 384,424	\$ 116,523	\$ 2,146,930	\$ 1,836,307	\$ 310,622
GENERAL AND ADMINISTRATIVE												
Operating Income/(Loss)	\$ 127,498	\$ 129,386	\$ (1,888)	\$ 601,780	\$ 641,740	\$ (39,961)	\$ 127,498	\$ 128,896	\$ (1,398)	\$ 601,780	\$ 630,793	\$ (29,014)
Net Income/(Loss) before Depreciation	\$ 373,449	\$ 262,901	\$ 110,548	\$ 1,545,150	\$ 1,319,138	\$ 226,012	\$ 373,449	\$ 255,528	\$ 117,922	\$ 1,545,150	\$ 1,205,514	\$ 339,636
Depreciation	\$ 1,266	\$ 1,266	\$ 0	\$ 6,330	\$ 6,330	\$ 0	\$ 1,266	\$ 1,266	\$ -	\$ 6,330	\$ 6,330	\$ -
Net Income/(Loss)	\$ 372,183	\$ 261,635	\$ 110,548	\$ 1,538,820	\$ 1,312,808	\$ 226,012	\$ 372,183	\$ 254,262	\$ 117,922	\$ 1,538,820	\$ 1,199,184	\$ 339,636

Prairie Landing Golf Club
STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 5/31/2018

	Month			YTD			2018 Annual Budget			Month			YTD		
	Actual		Variance	Budget		Variance	2018		Variance	2017		Variance	2018		Variance
REVENUES															
P100 - Golf Administration	\$ 445	\$ 450	\$ (5)	\$ 1,324	\$ 1,250	\$ 74	\$ 3,500	\$ 445	\$ 372	\$ 72	\$ 1,324	\$ 1,404	\$ (80)		
P300 - Golf Operations	\$ 143,784	\$ 171,900	\$ (28,116)	\$ 416,394	\$ 446,250	\$ (29,856)	\$ 1,431,500	\$ 143,784	\$ 119,670	\$ 24,114	\$ 416,394	\$ 396,143	\$ 20,250		
P400 - Food and Beverage	\$ 33,756	\$ 41,500	\$ (7,744)	\$ 47,811	\$ 62,000	\$ (14,189)	\$ 300,000	\$ 33,756	\$ 25,526	\$ 8,229	\$ 47,811	\$ 45,184	\$ 2,627		
P500 - Weddings	\$ 30,836	\$ 67,500	\$ (36,664)	\$ 112,266	\$ 135,000	\$ (22,734)	\$ 391,500	\$ 30,836	\$ 41,220	\$ (10,384)	\$ 112,266	\$ 68,950	\$ 43,415		
P600 - Private Events	\$ 15,088	\$ 16,625	\$ (1,537)	\$ 45,914	\$ 47,005	\$ (1,091)	\$ 115,015	\$ 15,088	\$ 14,054	\$ 1,034	\$ 45,914	\$ 56,683	\$ (10,769)		
P700 - Golf Outings	\$ 9,475	\$ 21,700	\$ (12,225)	\$ 23,854	\$ 34,500	\$ (10,646)	\$ 309,000	\$ 9,475	\$ 19,358	\$ (9,883)	\$ 23,854	\$ 32,712	\$ (8,858)		
P900 - Kitty Hawk Café	\$ 1,774	\$ 2,300	\$ (526)	\$ 8,773	\$ 11,500	\$ (2,727)	\$ 27,600	\$ 1,774	\$ 2,616	\$ (842)	\$ 8,773	\$ 11,810	\$ (3,038)		
Total Revenue	\$ 235,158	\$ 321,975	\$ (86,818)	\$ 656,335	\$ 737,505	\$ (81,170)	\$ 2,576,115	\$ 235,158	\$ 222,818	\$ 12,340	\$ 656,335	\$ 612,788	\$ 43,547		
OPERATING EXPENSES															
P200 - Golf Maintenance	\$ 65,773	\$ 83,754	\$ (17,981)	\$ 174,921	\$ 225,962	\$ (51,041)	\$ 774,010	\$ 65,773	\$ 64,264	\$ 1,509	\$ 174,921	\$ 173,409	\$ 1,513		
P300 - Golf Operations	\$ 31,823	\$ 36,902	\$ (5,079)	\$ 84,719	\$ 109,449	\$ (24,730)	\$ 362,383	\$ 31,823	\$ 33,334	\$ (1,511)	\$ 84,719	\$ 99,907	\$ (15,187)		
P400 - Food and Beverage	\$ 29,514	\$ 34,359	\$ (4,845)	\$ 76,260	\$ 86,107	\$ (9,847)	\$ 312,764	\$ 29,514	\$ 30,288	\$ (774)	\$ 76,260	\$ 76,554	\$ (294)		
P500 - Weddings	\$ 23,837	\$ 33,738	\$ (9,901)	\$ 103,721	\$ 104,184	\$ (463)	\$ 294,020	\$ 23,837	\$ 25,426	\$ (1,589)	\$ 103,721	\$ 76,042	\$ 27,679		
P600 - Private Events	\$ 3,782	\$ 3,658	\$ 124	\$ 10,887	\$ 12,342	\$ (1,455)	\$ 27,305	\$ 3,782	\$ 2,908	\$ 874	\$ 10,887	\$ 15,580	\$ (4,693)		
P700 - Golf Outings	\$ 944	\$ 1,260	\$ (316)	\$ 1,905	\$ 1,890	\$ 15	\$ 42,140	\$ 944	\$ 1,403	\$ (459)	\$ 1,905	\$ 2,416	\$ (511)		
P900 - Kitty Hawk Café	\$ 1,774	\$ 2,300	\$ (526)	\$ 8,773	\$ 11,500	\$ (2,727)	\$ 27,600	\$ 1,774	\$ 2,616	\$ (842)	\$ 8,773	\$ 11,810	\$ (3,038)		
Total Cost of Sales	\$ 157,447	\$ 195,971	\$ (38,524)	\$ 461,186	\$ 551,434	\$ (90,248)	\$ 1,840,222	\$ 157,447	\$ 160,238	\$ (2,791)	\$ 461,186	\$ 455,718	\$ 5,468		
Gross Profit/(Loss)	\$ 77,711	\$ 126,004	\$ (48,293)	\$ 195,149	\$ 186,071	\$ 9,078	\$ 737,893	\$ 77,711	\$ 62,579	\$ 15,131	\$ 195,149	\$ 157,070	\$ 38,079		
GENERAL AND ADMINISTRATIVE															
Operating Income/(Loss)	\$ 29,344	\$ 35,714	\$ (6,370)	\$ 156,645	\$ 168,324	\$ (11,679)	\$ 440,130	\$ 29,344	\$ 33,200	\$ (3,857)	\$ 156,645	\$ 154,968	\$ 1,677		
NON-OPERATING REVENUES/(EXPENSES)															
Property Tax Expenses	\$ (19,290)	\$ (20,577)	\$ 1,237	\$ (99,795)	\$ (102,635)	\$ 2,840	\$ (246,324)	\$ (19,290)	\$ (12,667)	\$ (6,623)	\$ (99,795)	\$ (95,999)	\$ (3,796)		
Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ (0)		
Gain on Sale of Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Net Income/(Loss) before Depreciation & Adj.	\$ 29,077	\$ 69,763	\$ (40,686)	\$ (61,292)	\$ (84,888)	\$ 23,596	\$ 51,439	\$ 29,077	\$ 16,712	\$ 12,365	\$ (61,292)	\$ (93,898)	\$ 32,606		
Depreciation	\$ 1,087	\$ 1,067	\$ 20	\$ 5,436	\$ 5,435	\$ 1	\$ 13,044	\$ 1,087	\$ 2,668	\$ (1,580)	\$ 5,436	\$ 13,340	\$ (7,904)		
Major Maintenance	\$ 4,081	\$ 32,295	\$ (28,214)	\$ 86,088	\$ 192,340	\$ (106,252)	\$ 289,225	\$ 4,081	\$ 125	\$ 3,956	\$ 86,088	\$ 10,494	\$ 75,593		
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Net Income/(Loss)	\$ 23,909	\$ 36,381	\$ (12,472)	\$ (152,815)	\$ (282,663)	\$ 129,948	\$ (250,830)	\$ 23,909	\$ 13,919	\$ 9,990	\$ (152,815)	\$ (117,732)	\$ (35,083)		

Accounts Receivable Aging Report Over 60 Days Past Due

Customer No.	Customer Name	Current @ 05/31/18					% of Total
		1 to 30	31 to 60	61 to 90	91+	Total	
		Days Overdue	Days Overdue	Days Overdue	Days Overdue	Total	
A-TEA01	TRAVEL EXPRESS AVIATION	11,235.00	-	-	-	16,400.00	32.14%
A-UFC01	Unique Freight Charters	-	-	-	5,165.00	4,443.73	8.71%
A-SPD01	STATE POLICE DEPARTMENT	2,081.21	2,081.21	-	4,162.42	8,324.84	16.32%
A-RSA01	RSH AVIATION, INC.	3,272.00	3,272.00	-	3,272.00	9,816.00	19.24%
A-GLL01	Glenway Leasing	474.00	522.14	39.50	1,703.11	2,738.75	5.37%
A-MBC01	Mercedes Classics	592.00	-	-	592.00	1,184.00	2.32%
A-DOJ01	JOE DOLLENS	75.00	79.53	-	302.25	456.78	0.90%
A-JDA01	JDN AIRCRAFT HOLDINGS, LLC	2,188.00	2,188.00	-	65.64	4,441.64	8.71%
A-FSX01	FSX Chicago, LLC	888.00	914.79	-	36.16	1,838.95	3.60%
A-NGP01	NEXT GENERATION PUBLIC AFFAIRS, INC.	679.00	679.00	20.37	-	1,378.37	2.70%
Report Total:		21,484.21	9,736.67	59.87	19,742.31	51,023.06	
Percent of Total:		42.11%	19.08%	0.12%	38.69%	100.00%	



TO: DuPage Airport Authority
Board of Commissioners

FROM: Patrick Hoard
Director of Finance
Operations Director of Prairie Landing Golf Club

THROUGH: David Bird
Executive Director

RE: Proposed Ordinance 2018-325; 2018-2019 Prevailing Rate of Wages

DATE: June 14, 2018

SUMMARY:

The State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1. The Act requires the DuPage Airport Authority, an Illinois Special District, DuPage County, Illinois to investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of DuPage County employed in performing construction of public works, for DuPage Airport Authority.

PREVIOUS COMMITTEE/BOARD ACTION:

No previous Committee or Board action has been taken for this Ordinance. The Prevailing Rate of Wages Ordinance is adopted annually by the Board.

REVENUE OR FUNDING IMPLICATIONS:

No revenue or funding implications have been identified at this time.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

N/A

ATTACHMENTS:

Proposed Ordinance 2018-335; 2018-2019 Prevailing Rate of Wages.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is recommendation that the Board adopt Ordinance 2018-325; 2018-2019 Prevailing Rate of Wages.

ORDINANCE 2018-325
2018-2019 Prevailing Rate of Wages

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill, Rev. Stat., Ch. 48, par. 39s-1 et seq.; and

WHEREAS, the aforesaid Act requires that the DuPage Airport Authority, an Illinois Special District, DuPage County, investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of DuPage County employed in performing construction of public works, for DuPage Airport Authority.

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

SECTION 1: To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages is this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of DuPage Airport Authority is hereby ascertained to be the same as the prevailing rate of wages for construction work in DuPage County area as determined by the Department of Labor of the State of Illinois as of June of the current year a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department’s June determination and apply to any and all public works construction undertaken by the DuPage Airport Authority. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the DuPage Airport Authority to the extent required by the aforesaid Act.

SECTION 3: The DuPage Airport Authority Secretary shall publicly post or keep available for inspection by any interested party in the main office of the DuPage Airport Authority this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The DuPage Airport Authority Secretary shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The DuPage Airport Authority Secretary shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

SECTION 6: The DuPage Airport Authority Secretary shall cause to be published in a newspaper of general circulation within the area a notice of the determination made hereby, and such publication shall constitute notice that such determination is effective.

SECTION 7: Prior Ordinances: This ordinance repeals Ordinance 2017-313 and shall be placed in the DuPage Airport Authority Code.

SECTION 8: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Herbert A. Getz _____
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 20th day of June 2018.

Chairman

Secretary

**Prevailing Wage rates for
DuPage County effective
Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		33.38	36.18	1.5	1.5	2	12.35	19.21	1.45	0.61
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50

ROOFER	ALL	BLD	42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD	45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD	47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL	42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL	45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD	45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD	40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD	44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD	45.49	49.49	1.5	1.5	2	10.65	13.89	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY	33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD	44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scuffing equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dwell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING


Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.


MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: David Bird 
Executive Director

RE: Proposed Resolution 2018-2177; Disposal / Destruction of Surplus Personal Property

DATE: June 12, 2018

SUMMARY:

Periodically, departments of the Airport Authority accumulate personal property that is no longer functional and/or has been replaced by similar items. Disposition of such items requires staff to obtain approval from the Board, declaring such property surplus and authorizing the disposition and sale of the property through a public internet auction or destruction of the same.

Staff seeks the Board's approval for disposition of the following surplus personal property attached hereto as Exhibit A:

- (1) 2005 Hustler Mower
- (1) 1999 Model SVIII 6832 Skyjack Lift

PREVIOUS COMMITTEE/BOARD ACTION:

June 20, 2018 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

No revenue for funding implications have been identified at this time.

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

Legal counsel has previously drafted the resolution for disposal / destruction of surplus personal property.

ATTACHMENTS:

- Proposed Resolution 2018-2177; Disposal / Destruction of Surplus Personal Property.
- Exhibit 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 2018-2177; Disposal / Destruction of Surplus Personal Property.

RESOLUTION 2018-2177
**RESOLUTION FOR DISPOSAL/DESTRUCTION OF SURPLUS PERSONAL
PROPERTY**

WHEREAS, Airport Authorities are authorized to dispose of surplus personal property in such manner as the Board of Commissioners may specify, 70 ILCS 5/16.1; and

WHEREAS, the Board of Commissioners of the DuPage Airport Authority (the "Board") deems it in the best interest of the DuPage Airport Authority (the "Authority") to declare certain personal property of the Authority to be surplus and to dispose of same;

WHEREAS, the Board regularly declares certain personal property surplus and authorizes the Executive Director or his designated employee representative to sell, assign, transfer or convey such items for sale on eBay or any other Internet-based public auction vehicle;

WHEREAS, certain surplus personal property has insufficient value to make selling the items profitable; and

WHEREAS, the Board deems it in the best interests of the Authority to destroy the property of insufficient value.

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

1. The Board declares that the personal property described in Exhibit A attached hereto is surplus and, hence, no longer needed by, appropriate to, required for the use of, or profitable to the Authority and that the continued ownership of the property is not in the best interests of the Authority;

2. That the Executive Director, or his designated employee representative, is hereby authorized and directed to sell, assign, transfer, convey or otherwise dispose of all of the surplus personal property identified in Exhibit A and is authorized and directed to place such items for sale on eBay or any other Internet-based public auction vehicle;

3. The Executive Director, or his designated employee representative, is hereby authorized and directed to execute any and all bills of sale, title or other documents necessary to effectuate the sale, assignment, transfer or conveyance of the property;

4. The Executive Director is authorized to and has the right to reject any and all offers to purchase for any reason whatsoever as deemed appropriate; and

5. That the Executive Director, or his designated employee representative, is hereby authorized and directed to destroy all of the surplus personal property identified in

Exhibit A that is not purchased pursuant to the methods set forth in Paragraph 2 above. Said destruction shall be completed in the most economical and legal means practicable.

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Herbert A. Getz _____
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 20th day of June, 2018.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2018-2177

**RESOLUTION 2018-2177
RESOLUTION FOR DISPOSAL/DESTRUCTION OF SURPLUS PERSONAL PROPERTY**

EXHIBIT A



(1) 2005 Hustler Mower
Replaced by new equipment.





(1) 1999 Model SVIII 6832 Skyjack Lift
Replaced by new equipment.



DUPAGE AIRPORT
AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: David Bird 
Executive Director

RE: Proposed Resolution 2018-2178; Award of Contract to Preform Traffic Control Systems, Ltd. for Pavement Marking Services

DATE: June 12, 2018

SUMMARY:

Each year, the Airport Authority utilizes an airfield and roadway painting contractor to maintain airfield pavement markings, ensuring the highest standard of safety for aircraft utilizing the facility. Surface painted markings include runway markings, taxiway markings, ramp markings, and roadway/parking lot markings. The contractor completes painting of scheduled pavement marking areas over the term of a three (3) year contract.

Paint removal and application is performed in accordance with Illinois Department of Transportation and Federal Aviation Administration specifications. The previous contract with Preform Traffic Control Systems, Ltd. expired earlier this year.

A solicitation for a new three (3) year contract was advertised in the April 16, 2018 edition of the Daily Herald Newspaper. The Authority received one (1) bid on May 10, 2018 and issued a second invitation for bids in accordance with Section 6-18-11 of the Authority's Procurement Code. Upon issuing a second invitation for bids, again the Authority received one (1) bid on June 6, 2018. Bid results are as follows:

Bidder	2018 Cost	2019 Cost	2020 Cost	3 Year Total
Preform Traffic Control Systems Elk Grove, IL	\$45,633.33	\$43,346.94	\$93,921.60	\$182,901.87

It is apparent that Preform Traffic Control Systems, Ltd. is the low, responsive and responsible bidder and that the Executive Director has determined that the prices submitted are fair and reasonable. The Authority has been pleased with the performance of Preform Traffic Control in the past.

PREVIOUS COMMITTEE/BOARD ACTION:

June 20, 2018 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

Staff requests authorization to enter into a written Contract with Preform Traffic Control Systems, Ltd. for providing pavement marking services for the term of July 1, 2018 and ending on June 30, 2021 for a three (3) year cost not-to-exceed \$201,192.06, which includes a 10% owners contingency. The 2018 scope of work (\$45,633.33) has been included in the 2018 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 2018-2178; Award of Contract to Preform Traffic Control Systems, Ltd. for Pavement Marking Services.
- Statement of Political Contributions.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2018-2178; Award of Contract to Preform Traffic Control Systems, Ltd. for Pavement Marking Services.

RESOLUTION 2018-2178

Award of Contract to Preform Traffic Control Systems, Ltd. for Pavement Marking Services

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

WHEREAS, the Authority has solicited sealed bids for a three (3) year Pavement Marking Services Contract; and

WHEREAS, the Authority received one (1) bid on May 10, 2018 and issued a second invitation for bids in accordance with Section 6-18-11 of the Authority’s Procurement Code; and

WHEREAS, upon issuing a second invitation for bids, again the Authority received one (1) bid on June 6, 2018; and

WHEREAS, it is apparent that Preform Traffic Control Systems, Ltd. is the low, responsive and responsible bidder at a three (3) year cost not-to-exceed \$182,901.87; and

WHEREAS, the Preform Traffic Control Systems, Ltd. bid is in compliance with the Authority’s Procurement code, and the Executive Director has determined that the prices submitted are fair and reasonable; 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 written Contract with Preform Traffic Control Systems, Ltd. for providing pavement marking services; and

NOW, THEREFORE, BE IT RESOLVED, that the Authority be authorized to enter into a written Contract with Preform Traffic Control Systems, Ltd. for providing pavement marking services for the term of July 1, 2018 and ending on June 30, 2021 for a three (3) year cost not-to-exceed \$201,192.06, which includes a 10% owners 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 Preform Traffic Control Systems, Ltd. 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 _____
Herbert A. Getz _____
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 20th day of June, 2018.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2018-2178

**DUPAGE AIRPORT AUTHORITY
AIRFIELD PAVEMENT MARKINGS
SOLICITATION NO. 2018-0516**

STATEMENT OF POLITICAL CONTRIBUTIONS

PREFORM TRAFFIC CONTROL SYSTEMS, LTD.
(name of entity or individual)

625 RICHARD LANE
ELK GROVE, IL 60007

(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>NO CONTRIBUTIONS BY BIDDER, PREFORM TRAFFIC CONTROL SYSTEMS, LTD.</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."

6/6/2018
(date)


(signature)

TIMOTHY M. CAMPION, PRESIDENT
(title of signer, if a business)

TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

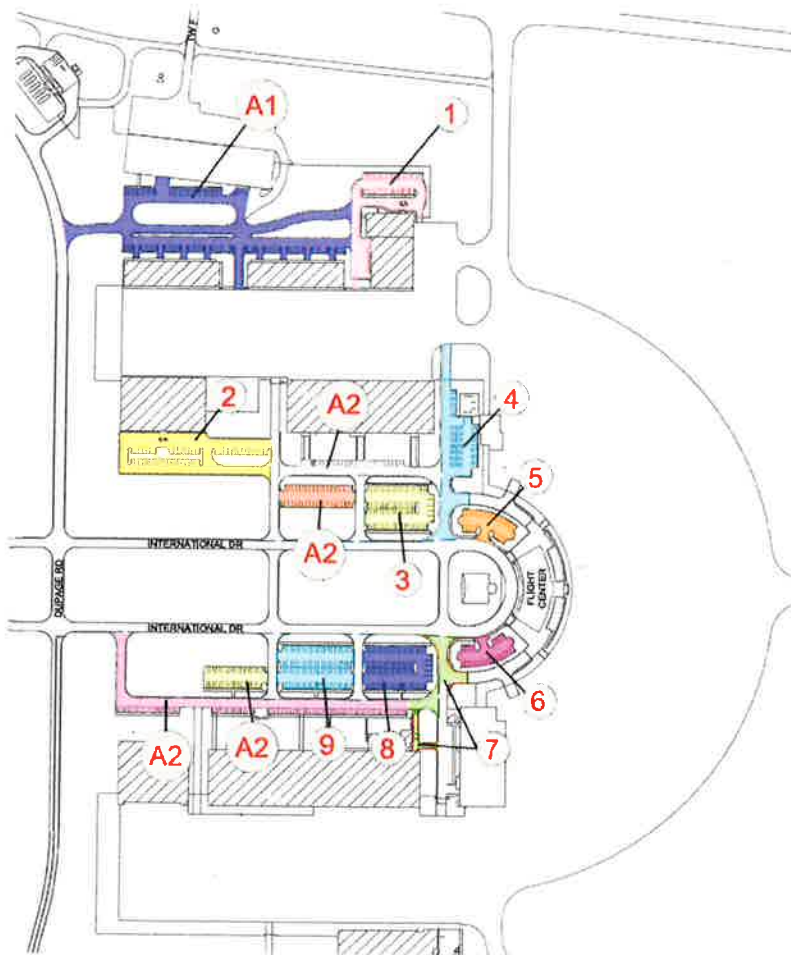
THROUGH: David Bird 
Executive Director

RE: Proposed Resolution 2018-2179; Award of Contract to Behm Pavement Maintenance, Inc. for Sealcoating and Crack Repair

DATE: June 12, 2018

SUMMARY:

The Airport Authority's 2018 Major Maintenance Budget includes a project to coal tar emulsion sealcoat various parking lots adjacent to International Drive and Aviation Avenue. The project also includes crack cleaning/sealing and pavement markings. The base bid and alternate bid(s) work areas are as follows:



Base Bid
Areas 1-9

Alternate Bid A1
Area A1

Alternate Bid A2
Areas A2

Staff utilized the services of CH2M to prepare plans and specifications for this project. A solicitation for sealed bids was advertised in the May 26, 2018 edition of the *Daily Herald Newspaper*. Three (3) sealed bids were received and opened at 2:00 p.m. on June 12, 2018. Bid results are as follows:

Bidder	Base Bid	Alternate Bid A1	Alternate Bid A2	Total
Behm Pavement Maintenance Crystal Lake, IL	\$25,291.40	\$9,133.10	\$11,196.75	\$45,621.25
Murphy Paving & Sealcoating Hinsdale, IL	\$32,344.02	\$11,332.38	\$14,784.45	\$58,460.85
TAT Enterprises Inc. Kingston, IL	\$39,709.20	\$20,313.50	\$17,542.80	\$77,565.50

Upon evaluation of the bids, it is apparent that Behm Pavement Maintenance Inc. is the low, responsive and responsible bidder. Staff conducted a scope of work interview with Behm Pavement to confirm full compliance with project specifications.

Behm Pavement Maintenance Inc. has performed quality sealcoating and crack repair work for the Authority in the past.

PREVIOUS COMMITTEE/BOARD ACTION:

June 20, 2018 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

2018 Major Maintenance Budget	\$74,400
Behm Pavement Maintenance Base Bid, Alternate A1, and Alternate A2	(\$45,621.25)
CH2M Design Services (Not-to-Exceed)	(\$14,517.46)
Owner's Contingency (10%)	(\$4,562.13)
	\$9,699.16

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 2018-2179; Award of Contract to Behm Pavement Maintenance, Inc. for Sealcoating and Crack Repair.
- 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 2018-2179; Award of Contract to Behm Pavement Maintenance, Inc. for Sealcoating and Crack Repair.

RESOLUTION 2018-2179

Award of Contract to Behm Pavement Maintenance, Inc. for Sealcoating and Crack Repair

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 Sealcoating and Crack Repair; and

WHEREAS, the Authority has received and reviewed three (3) sealed bids on June 12, 2018; and

WHEREAS, it is apparent that Behm Pavement Maintenance, Inc. is the low, responsive and responsible bidder at a total cost of \$45,621.25 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 Behm Pavement Maintenance, Inc. for Sealcoating and Crack Repair, including the Base Bid, Alternate 1 and Alternate 2 Bids; and

NOW, THEREFORE, BE IT RESOLVED, that the Authority is authorized to enter into a written Contract with Behm Pavement Maintenance, Inc. for Sealcoating and Crack Repair for a total cost not-to-exceed \$50,183.38, which includes the Base Bid, Alternate 1 Bid, Alternate 2 Bid, and 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 Behm Pavement Maintenance, 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	_____	Michael V. Ledonne	_____
Stephen L. Davis	_____	Gregory J. Posch	_____
Charles E. Donnelly	_____	Donald C. Sharp	_____
Herbert A. Getz	_____	Daniel J. Wagner	_____
Gina R. LaMantia	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of June, 2018.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2018-2179

**DUPAGE AIRPORT AUTHORITY
SEAL COAT AND CRACK REPAIR PARKING LOTS
SOLICITATION NO. 2018-0518**

STATEMENT OF POLITICAL CONTRIBUTIONS

Behm Pavement Maintenance, Inc
(name of entity or individual)

3010 IL Rt. 176, Crystal Lake, IL 60014

(address of entity or individual)

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

Elected Official	Office	Date	Amount	Form
<u>NONE</u>			<u>N/A</u>	

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

VERIFICATION:


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

June 12, 2018
(date)

William J. Ber
(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 2018-2180; Authorizing the Execution of a Design Phase Engineering Services Agreement with Burns & McDonnell for the Airport Improvement Program Project Known as: Construct North Perimeter Road Extension

DATE: June 12, 2018

SUMMARY:

The Illinois Department of Transportation, Division of Aeronautics (“IDA”) and the DuPage Airport Authority desire sponsoring an Airport Improvement Program project known as: Construct North Perimeter Road Extension.

In 2017, the Authority received Federal and State funding through the Airport Improvement Program (“AIP”) to construct the West Perimeter Road and North Perimeter Road. Both airside roads allow fuel trucks, airport vehicles/equipment, and emergency vehicles to travel from the Flight Center Ramp to the North Ramp safely without having to contact Air Traffic Control for clearance to an active taxiway or runway; except for a 700’ stretch of Echo Taxiway west of Runway 20R.

The North Perimeter Road Extension will connect ramp pavement at the Echo 1 Hangar to the existing North Perimeter Road, allowing complete vehicle travel from the Flight Center Ramp to the North Ramp without having to access an active taxiway or runway.



Future N. Perimeter
Road Extension

The Authority previously selected Burns & McDonnell for providing engineering services related to the construction of the roads. Staff is in receipt of a Design Phase Engineering Services Agreement from Burns & McDonnell to develop plans and specifications for this Project for a total not-to-exceed amount of \$36,832.03. It is anticipated that the Authority will receive 95% reimbursement from Federal and State funding to complete the design, which will be utilized for bidding by IDA in Q1 2019.

PREVIOUS COMMITTEE/BOARD ACTION:

June 20, 2018 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

Total Anticipated Project Cost	Federal Share	State Share	DAA Local Share
\$221,364	\$196,768	\$12,298	\$12,298

The cost to develop plans and specifications for this Project is a total not-to-exceed amount of \$36,832.03. It is anticipated that the Authority will receive 95% reimbursement from Federal and State funding to complete the design.

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel has previously reviewed the standard form IDA Engineering Services Agreement utilized for AIP projects.

ATTACHMENTS:

- Proposed Resolution 2018-2180; Authorizing the Execution of a Design Phase Engineering Services Agreement with Burns & McDonnell for the Airport Improvement Program Project Known as: Construct North Perimeter Road Extension.

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 2018-2180; Authorizing the Execution of a Design Phase Engineering Services Agreement with Burns & McDonnell for the Airport Improvement Program Project Known as: Construct North Perimeter Road Extension.

RESOLUTION 2018-2180

Authorizing the Execution of a Design Phase Engineering Services Agreement with Burns & McDonnell for the Airport Improvement Program Project Known as: Construct North Perimeter Road Extension

WHEREAS, the DuPage Airport Authority, an Illinois Special District ("Authority"), previously selected Burns & McDonnell to provide planning, design and construction services for various Airport Improvement Program 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 an Airport Improvement Program project described as Construct North Perimeter Road Extension (the "Project"); and

WHEREAS, the Authority has applied for State assistance in procuring Federal and/or State funds to accomplish the Project; and

WHEREAS, the Authority is in receipt of a Design Phase Engineering Services Agreement from Burns & McDonnell to develop plans and specifications for the Project for a total not-to-exceed amount of \$36,832.03; and

WHEREAS, the Authority anticipates receiving 95% reimbursement from Federal and/or State funds to accomplish said design; and

WHEREAS, the Authority finds that the cost to provide said services is reasonable and the Board of Commissioners of the Authority deem it to be in the best interest of the Authority to enter into a Design Phase Engineering Services Agreement with Burns & McDonnell; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute a Design Phase Engineering Services Agreement with Burns & McDonnell for a total not-to-exceed amount of \$36,832.03 and 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 effective immediately upon its adoption and approval.

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Herbert A. Getz _____
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 20th day of June, 2018.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2018-2180

TO: Board of Commissioners

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

THROUGH: David Bird *DB*
Executive Director

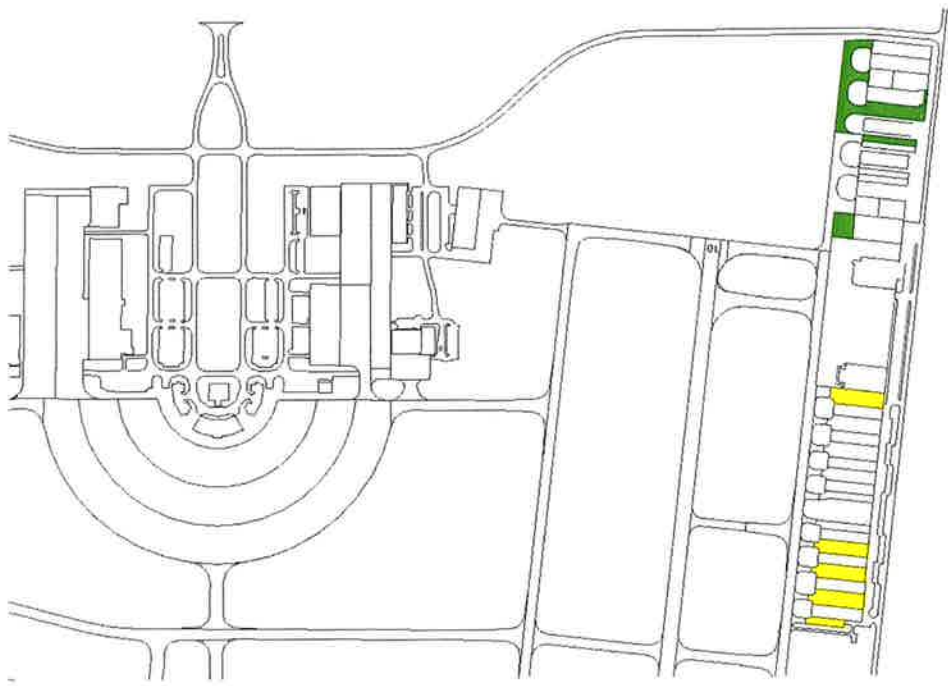
RE: Proposed Resolution 2018-2181; Authorizing the Execution of a Design Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Echo T-Hangar Pavement Phase II

DATE: June 12, 2018

SUMMARY:

The Illinois Department of Transportation, Division of Aeronautics (“IDA”) and the DuPage Airport Authority desire sponsoring an Airport Improvement Program project known as: Rehabilitate Echo T Hangar Pavement Phase II.

This project involves the milling and overlay of deteriorated asphalt taxiway and apron areas located near the west end of Echo Taxiway as identified by a Pavement Condition Index study conducted by IDA. Under a separate project, Phase I of the pavement rehabilitation is scheduled to be completed this summer.



PHASE I – TO BE
COMPLETED
SUMMER 2018

PHASE II –
SUMMER 2019
CONSTRUCTION

The Authority previously selected CH2M for providing engineering services related to the pavement rehabilitation projects. Staff is in receipt of a Design Phase Engineering Services Agreement from CH2M to develop plans and specifications for this Project for a total not-to-exceed amount of \$16,375.44. It is anticipated that the Authority will receive approximately 80% reimbursement from Federal and State funding to complete the design, which will be utilized for bidding by IDA in Q1 2019.

PREVIOUS COMMITTEE/BOARD ACTION:

June 20, 2018 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

Total Anticipated Project Cost	Approximate Federal Share	Approximate State Share	Approximate DAA Local Share
\$221,364	\$154,955	\$22,136	\$44,273

The cost to develop plans and specifications for this Project is a total not-to-exceed amount of \$16,375.44. It is anticipated that the Authority will receive approximately 80% reimbursement from Federal and State funding to complete the design.

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel has previously reviewed the standard form IDA Engineering Services Agreement utilized for AIP projects.

ATTACHMENTS:

- Proposed Resolution 2018-2181; Authorizing the Execution of a Design Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Echo T-Hangar Pavement Phase II.

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 2018-2181; Authorizing the Execution of a Design Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Echo T-Hangar Pavement Phase II.

RESOLUTION 2018-2181

Authorizing the Execution of a Design Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Echo T-Hangar Pavement Phase II

WHEREAS, the DuPage Airport Authority, an Illinois Special District ("Authority"), previously selected CH2M to provide planning, design and construction services for various Airport Improvement Program 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 an Airport Improvement Program project described as Rehabilitate Echo T-Hangar Pavement Phase II (the "Project"); and

WHEREAS, the Authority has applied for State assistance in procuring Federal and/or State funds to accomplish the Project; and

WHEREAS, the Authority is in receipt of a Design Phase Engineering Services Agreement from CH2M to develop plans and specifications for the Project for a total not-to-exceed amount of \$16,375.44; and

WHEREAS, the Authority anticipates receiving 80% reimbursement from Federal and/or State funds to accomplish said design; and

WHEREAS, the Authority finds that the cost to provide said services is reasonable and the Board of Commissioners of the Authority deem it to be in the best interest of the Authority to enter into a Design Phase Engineering Services Agreement with CH2M; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute a Design Phase Engineering Services Agreement with CH2M for a total not-to-exceed amount of \$16,375.44 and 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 effective immediately upon its adoption and approval.

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Herbert A. Getz _____
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 20th day of June, 2018.

CHAIRMAN

(ATTEST)


SECRETARY


RESOLUTION 2018-2181



DUPAGE AIRPORT
AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: David Bird 
Executive Director

RE: Proposed Resolution 2018-2182; Authorizing Change Order No. 1 to the Professional Services Agreement with Crawford, Murphy, & Tilly, Inc. for the DuPage Airport Authority Master Plan Update and Airport Layout Plan GIS/EALP Update

DATE: June 12, 2018

SUMMARY:

On September 20, 2017, the Board of Commissioners authorized a Professional Services Agreement with Crawford, Murphy, & Tilly, Inc. (“CMT”) for the DuPage Airport Authority Master Plan Update and Airport Layout Plan GIS/EALP Update for a not-to-exceed cost of \$709,950.

Core components of this study include a focus on the forecast of aviation demand, airfield configuration and justification, aviation support facility options, aeronautical and non-aeronautical compatible land use, stakeholder engagement; as well as surveys, mapping and the development of GIS data.

The existing land use analysis component has a focus on the NE Quadrant, SE Quadrant and Pheasant Run Golf Course. Upon conducting working sessions with CMT and its sub-consultant, SB Friedman; staff and the Board have requested that additional land use analysis be conducted on the Prairie Landing Golf Course and land parcels located north of North Avenue.

Staff is in receipt of Change Order No. 1 from CMT in the amount of \$12,490 to complete the additional land use analysis, increasing the original authorized not-to-exceed cost of \$709,950 to \$722,440.

PREVIOUS COMMITTEE/BOARD ACTION:

June 20, 2018 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

Change Order No. 1 in the amount of \$12,490 to complete the additional land use analysis, increases the original authorized not-to-exceed cost of \$709,950 to \$722,440.

STAKEHOLDER PROCESS:

Steering Committee, tenant and other stakeholder meetings are being held in accordance with project milestones.

LEGAL REVIEW:

Legal counsel has previously reviewed the Standard Agreement for Consultant Services at Illinois Airports for Architectural/Engineering (A/E), Planning and Special Services.

ATTACHMENTS:

- Proposed Resolution 2018-2182; Authorizing Change Order No. 1 to the Professional Services Agreement with Crawford, Murphy, & Tilly, Inc. for the DuPage Airport Authority Master Plan Update and Airport Layout Plan GIS/EALP Update.

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 2018-2182; Authorizing Change Order No. 1 to the Professional Services Agreement with Crawford, Murphy, & Tilly, Inc. for the DuPage Airport Authority Master Plan Update and Airport Layout Plan GIS/EALP Update.

RESOLUTION 2018-2182

Authorizing Change Order No. 1 to the Professional Services Agreement with Crawford, Murphy, & Tilly, Inc. for the DuPage Airport Authority Master Plan Update and Airport Layout Plan GIS/EALP Update

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, on September 20, 2017, the Board of Commissioners of the Authority authorized the Executive Director, David Bird to execute a Professional Services Agreement with Crawford, Murphy, & Tilly, Inc. (“CMT”) for the DuPage Airport Authority Master Plan Update and Airport Layout Plan GIS/EALP Update (the “Master Plan Update”) for a not-to-exceed cost of \$709,950; and

WHEREAS, the Authority desires to expand the scope of the Master Plan Update to include land use analysis for the Prairie Landing Golf Club and land parcels located north of North Avenue; and

WHEREAS, the Authority is in receipt of Change Order No. 1 from CMT in the amount of \$12,490 to complete the additional land use analysis, increasing the original authorized not-to-exceed cost of \$709,950 to \$722,440; and

WHEREAS, the Authority finds that the cost of Change Order No. 1 is reasonable and the Board of Commissioners deem it to be in the best interest of the Authority to execute Change Order No. 1 to the Professional Services Agreement with Crawford, Murphy, & Tilly, Inc.; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute Change Order No. 1, increasing the original authorized not-to-exceed cost of \$709,950 to \$722,440; and to take whatever steps necessary to effectuate the terms of said Change Order on behalf of the Authority

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

Juan E. Chavez	_____	Michael V. Ledonne	_____
Stephen L. Davis	_____	Gregory J. Posch	_____
Charles E. Donnelly	_____	Donald C. Sharp	_____
Herbert A. Getz	_____	Daniel J. Wagner	_____
Gina R. LaMantia	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of June, 2018.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2018-2182

RESOLUTION 2018-2183

AUTHORIZING THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE DUPAGE AIRPORT AUTHORITY AND FCL BUILDERS, LLC

WHEREAS, the DuPage Airport Authority (the "Authority") owns real property in the DuPage Business Center (the "Center"); and

WHEREAS, the Authority has entered into a Purchase Agreement dated January 24, 2018 with the Pritzker Realty Group ("PRG) to sell approximately 38.8 acres of property (the "Land") located in the Center to PRG, including an option on a contiguous parcel (the "Option Parcel"); and

WHEREAS, PRG's contractor, FCL Builders, LLC ("FCL"), has requested access to the Option Parcel during the construction on the Land for the purpose of storing excess topsoil and locating its construction trailer; and

WHEREAS, the Authority's Board of Commissioners deems it to be in the best interests of the Authority to enter into a Temporary Construction Easement with FCL, as long as PRG consents to the use of the Land by FCL under the Temporary Construction Easement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby approves the execution of the Temporary Construction Easement by its Executive Director, David Bird, and authorizes the Executive Director, after receipt of written consent by the Pritzker Realty Group and confirmation that Pritzker Realty Group has closed on the purchase of the Land, to take whatever steps necessary to effectuate the terms of the Temporary Construction Easement.

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

Juan E. Chavez
Stephen L. Davis
Charles E. Donnelly
Herbert A. Getz
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 20th day of June, 2018.

CHAIRMAN

SECRETARY
RESOLUTION 2018-2183

**8.i. Proposed Resolution 2018-2184; Authorizing
the Execution of the Sixth Amendment to
the Intergovernmental Agreement with
West Chicago.**

**Attorney Memorandum will be Provided
Under Separate Cover.**

RESOLUTION 2018-2184

AUTHORIZING THE EXECUTION OF THE SIXTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH WEST CHICAGO

WHEREAS, the DuPage Airport Authority (the “Authority”) and the City of West Chicago (the “City”) are Parties to an Intergovernmental Agreement dated March 22, 2001 (the “Intergovernmental Agreement”) pursuant to which they agreed to certain matters relating to property owned by the Authority within the City’s boundaries; and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a First Amendment to Intergovernmental Agreement on or about December 17, 2001; and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a Second Amendment to Intergovernmental Agreement on or about August 15, 2005; and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a Third Amendment to Intergovernmental Agreement on or about September 14, 2011; and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a Fourth Amendment to Intergovernmental Agreement on or about January 5, 2015; and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a Fifth Amendment to Intergovernmental Agreement on or about January 18, 2016; and

WHEREAS, the Parties wish to enter into a Sixth Amendment to modify the terms of the Intergovernmental Agreement and one of the exhibits attached thereto (the “Sixth Amendment”); and

WHEREAS, the Corporate Authorities of the City are proceeding, as required by law, to pass and approve an ordinance causing the City’s Code to be amended so as to incorporate into the City’s zoning ordinance the provisions of the Sixth Amendment and will concurrently pass and approve the Sixth Amendment; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority to enter into the Sixth Amendment pursuant to the lawful authority conferred upon the Parties as units of local government under the authority of Article VII, Section 10 of the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED that the Authority hereby approves the terms of the Sixth Amendment to the Intergovernmental Agreement as set forth in Exhibit 1 attached hereto.

FURTHER, BE IT RESOLVED, that the Executive Director of the Authority is hereby authorized to take whatever steps necessary to process with the City of West

Chicago this Sixth Amendment to the Intergovernmental Agreement on behalf of the Authority.

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

Juan E. Chavez	_____	Michael V. Ledonne	_____
Stephen L. Davis	_____	Gregory J. Posch	_____
Charles E. Donnelly	_____	Donald C. Sharp	_____
Herbert A. Getz	_____	Daniel J. Wagner	_____
Gina R. LaMantia	_____		_____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of June, 2018.

CHAIRMAN

SECRETARY

RESOLUTION 2018-2184

SIXTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS SIXTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "Sixth Amendment") is made and entered into as of this ___ day of _____, 2018 by and between the City of West Chicago, an Illinois municipal corporation, situated in DuPage County, Illinois (hereinafter referred to as the "CITY") and the DuPAGE AIRPORT AUTHORITY, an Illinois special district, situated in DuPage County, Illinois (hereinafter referred to as the "AUTHORITY"); the CITY and the AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively referred to the "Parties".

WITNESSETH

WHEREAS, the CITY and the AUTHORITY are Parties to that certain Intergovernmental Agreement dated March 22, 2001 (the "Intergovernmental Agreement") pursuant to which they agreed to certain matters relating to property owned by the AUTHORITY within the CITY's boundaries (the "PROPERTY"); and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a First Amendment to Intergovernmental Agreement on or about December 17, 2001; and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a Second Amendment to Intergovernmental Agreement on or about August 15, 2005; and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a Third Amendment to Intergovernmental Agreement on or about September 14, 2011; and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a Fourth Amendment to Intergovernmental Agreement on or about January 5, 2015; and

WHEREAS, the Parties to the Intergovernmental Agreement entered into a Fifth Amendment to Intergovernmental Agreement on or about January 18, 2016; and

WHEREAS, the Parties wish to enter into this Sixth Amendment to modify the terms of the Intergovernmental Agreement and one of the exhibits attached thereto; and

WHEREAS, the Corporate Authorities of the CITY have proceeded, as required by law, and passed and approved an ordinance causing the CITY's Code to be amended so as to incorporate into the CITY's ZONING ORDINANCE the provisions of the Sixth Amendment and have concurrently passed and approved the Sixth Amendment; and

WHEREAS, the AUTHORITY's Board of Commissioners has authorized the execution of this Sixth Amendment by the passage of a Resolution providing for such execution and approval, passed or adopted upon the affirmative vote of the majority of the Commissioners; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Sixth Amendment, pursuant to the lawful authority conferred upon the Parties as units of local government as specified in the preceding Recitals.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals.** The above Recitals are hereby incorporated into and made a part of this Sixth Amendment as though fully set forth in this Paragraph 1.
2. **Modification of Intergovernmental Agreement.** Except as expressly amended by this Sixth Amendment, the Intergovernmental Agreement shall remain in full force and effect, in accordance with its terms, provisions and conditions.
3. **Definitions.** Except as otherwise set forth in this Sixth Amendment, all capitalized terms used herein will have the respective meanings given them in the Intergovernmental Agreement and Amendments thereto (collectively the "Intergovernmental Agreement").
4. **Amendments to Article IV - Zoning.** Exhibit B provided in part "A. ZONING GRANT" of Article IV of the Intergovernmental Agreement shall be replaced with the new Exhibit "B" attached hereto.

5. **Future Modifications to Section 10.5 of the West Chicago Zoning Ordinance.** It is hereby agreed that any modifications to Section 10.5 of the West Chicago Zoning Ordinance may be agreed to by the Parties via letter format upon approval by both Parties' respective Boards and compliance with the proper statutory and local Code requirements. It will not be necessary to amend the Intergovernmental Agreement for future changes to Section 10.5 unless one of the Parties requires it.

6. **Mutual Cooperation.** Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the method or procedures by or through which the Parties entered into this Sixth Amendment, the Parties agree that they shall fully cooperate to defend such cause of action. Further, and in addition to the foregoing sentence, the Parties agree that they shall, to the extent legally permissible, execute such petitions, issue such notices, conduct such meetings, including all lawfully required public hearings and to promptly pass and adopt such ordinances and resolutions and otherwise promptly exercise the respective lawful authority to effectuate the intent of this Sixth Amendment to the Intergovernmental Agreement.

7. **Recordation.** The Parties agree to do all things necessary to cause this Sixth Amendment be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

8. **Severability.** In the event that any phrase, paragraph, or portion of this Sixth Amendment is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining portions of this Sixth Amendment. None of the Parties hereto shall contest the validity, legality, or enforceability of any phrase, paragraph or portion of this Sixth Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Sixth Amendment to be executed and delivered the day and the date first written above.

CITY OF WEST CHICAGO, an
Illinois municipal corporation

DuPAGE AIRPORT AUTHORITY,
an Illinois special district

By: _____
Ruben Pineda
Mayor

By: _____
David Bird
Executive Director

ATTEST:

ATTEST:

City Clerk

Secretary

**8.j. Proposed Resolution 2018-2185; Authorizing
the Execution of the Second Amendment
to Declaration of Covenants, Conditions,
Restrictions and Easements for the DuPage
Business Center.**

**Attorney Memorandum will be Provided
Under Separate Cover.**

RESOLUTION 2018-2185

**AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE DUPAGE BUSINESS CENTER**

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for DuPage Business Center was recorded in the Office of the DuPage County Recorder, DuPage County, Illinois, on August 10, 2012 as Document Number R2012-105089 and re-recorded on October 2, 2012 as Document Number R2012-137015 (the "Declaration"); and

WHEREAS, the Declaration encumbers the real property commonly known as the DuPage Business Center, located in the City of West Chicago, DuPage, County, Illinois (the "Property"); and

WHEREAS, the DuPage Airport Authority and CenterPoint Properties Trust previously amended the Declaration and enacted the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for DuPage Business Center; and

WHEREAS, Section 9.2 of the Declaration allows the amendment of the Declaration by written consent of the Declarant and the Members holding at least seventy-five percent (75%) of the Votes of the DuPage Business Center Property Owners' Association (the "Association"); and

WHEREAS, the DuPage Airport Authority is the Declarant and holds more than seventy-five percent (75%) of the Votes (as defined in the Declaration) of the Association and, therefore, has the right to amend the Declaration in accordance with the provisions of said Section 9.2; and

WHEREAS, the DuPage Airport Authority deems it to be in the best interests of the Authority to amend the Declaration as set forth in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird, to execute the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for DuPage Business Center, attached hereto as Exhibit A, and to take whatever steps necessary to effectuate the terms of the Second Amendment.

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Herbert A. Getz _____
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 20th day of June, 2018.

CHAIRMAN

SECRETARY

RESOLUTION 2018-2185

**This Document Prepared by
and After Recording Mail to:**

Bruce E. Garner
Schirott, Luetkehans & Garner, LLC
105 East Irving Park Road
Itasca, IL 60143

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
DUPAGE BUSINESS CENTER**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DUPAGE BUSINESS CENTER (this “**Amendment**”) is made and entered into as of the 20th day of June, 2018, by the **DUPAGE AIRPORT AUTHORITY**, an Illinois special district (“**Declarant**”).

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for DuPage Business Center was recorded in the Office of the DuPage County Recorder, DuPage County, Illinois on August 10, 2012 as Document Number R2012-105089 and re-recorded on October 2, 2012 as Document Number R2012-137015 (the “**Declaration**”);

WHEREAS, the Declaration encumbers real property commonly known as the DuPage Business Center, located in the City of West Chicago, DuPage, County, Illinois, legally described on **Exhibit “A”** attached hereto (the “**Property**”).

WHEREAS, Section 9.2 of the Declaration allows the amendment of the Declaration by written consent of the Declarant and the Members holding at least seventy-five percent (75%) of the Votes of the DuPage Business Center Property Owners’ Association (“**Association**”); and

WHEREAS, the DuPage Airport Authority and CenterPoint Properties Trust previously amended the Declaration and enacted the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for DuPage Business Center; and

WHEREAS, the Declarant holds over seventy-five percent (75%) of the Votes (as defined in the Declaration) of the Association and, therefore, has the right to amend the Declaration in accordance with the provisions of said Section 9.2; and

WHEREAS, the Declarant desires to amend the Declaration in accordance with the terms and provisions set forth herein.

NOW THEREFORE, Members do hereby amend the Declaration as follows:

1. **Exhibit D** of the Declaration, "Minimum Design Standards," shall be deleted and replaced with **Exhibit D** attached hereto and incorporated herein by reference.
2. **Full Force and Effect; Inconsistency.** Except as expressly modified by this Amendment, the terms, conditions and covenants of the Declaration shall remain unchanged and otherwise in full force and effect. In the event of any difference, conflict or discrepancy between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall govern and control.
3. **Governing Law.** This Amendment and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Illinois.
4. **Invalidity.** If any provision of this Amendment shall be held invalid, the validity of the remainder hereof shall not be affected thereby.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment to Declaration of Covenants, Restrictions and Easements for DuPage Business Center as of the date first written above.

DUPAGE AIRPORT AUTHORITY, an Illinois
Special District

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the _____ and _____, respectively, of DuPage Airport Authority, appeared before me this day in person and acknowledged that as such officers, they signed and delivered said instrument, pursuant to due authority, as their free and voluntary acts, and as the free and voluntary act and deed of said authority, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2018.

NOTARY PUBLIC

EXHIBIT "A"

Legal Description

[SEE ATTACHED]

EXHIBIT "D"

Minimum Design Standards

[SEE ATTACHED]

RESOLUTION 2018-2186
APPROVING THE EXTENSION OF THE INSPECTION PERIOD IN THE VACANT
LAND PURCHASE AGREEMENT WITH MIDWEST INDUSTRIAL FUNDS, INC.

WHEREAS, the DuPage Airport Authority (the "Authority") owns a certain 27-acre parcel of real property south of Fabyan Parkway (the "Subject Property") in fee simple interest; and

WHEREAS, on April 12, 2018, the Authority entered into a Vacant Land Purchase Agreement (the "Purchase Agreement") with Midwest Industrial Funds, Inc. ("Midwest") for the Subject Property; and

WHEREAS, the Purchase Agreement provided Midwest with a seventy-five (75) day Inspection Period, which expires on or about June 26, 2018; and

WHEREAS, Midwest is seeking an extension of its Inspection Period under the Purchase Agreement until August 31, 2018 due to circumstances beyond its control; and

WHEREAS, the Authority deems it in the best interests of the Authority and the general public to extend the Inspection Period under the Purchase Agreement with Midwest until August 31, 2018.

NOW, THEREFORE, BE IT RESOLVED, THAT: the Board of Commissioners of the DuPage Airport Authority hereby extends the Inspection Period in the Vacant Land Purchase Agreement with Midwest Industrial Funds, Inc. until August 31, 2018, and authorizes the Executive Director to take whatever steps necessary to effectuate this extension 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 _____
Herbert A. Getz _____
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 20th day of June, 2018.

CHAIRMAN

SECRETARY

RESOLUTION 2018-2186

ORDINANCE 2018-326

APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WEST CHICAGO, WEST CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT, WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, COMMUNITY HIGH SCHOOL DISTRICT 94, WEST CHICAGO PARK DISTRICT AND BALL HORTICULTURAL COMPANY IN REGARD TO A PROPERTY TAX ABATEMENT RELATIVE TO THE REDEVELOPMENT OF THE BALL HORTICULTURAL COMPANY PROPERTY

WHEREAS, the Ball Horticultural Company (“Ball”) owns an approximate 59-acre parcel of real property (the “Subject Property”) in fee simple interest located at 622 Town Road, West Chicago, Illinois; and

WHEREAS, in order to induce Ball to redevelop the Subject Property, the City of West Chicago, the DuPage Airport Authority (the “Authority”), the West Chicago Library District, the West Chicago Fire Protection District, the West Chicago Elementary School District 33, the Community High School District 94 and the West Chicago Park District (collectively the “Units of Local Government”) agree to provide Ball with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the Units of Local Government against the Subject Property pursuant to 35 ILCS 200/18-165; and

WHEREAS, the Authority deems it to be in the best interests of the Authority and the general public to enter into the Intergovernmental Agreement attached hereto as Exhibit A with Ball and the other Units of Local Government to provide a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the Units of Local Government against the Subject Property, subject to certain conditions as set forth in the Intergovernmental Agreement.

NOW, THEREFORE, BE IT ORDAINED THAT: the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director to execute the Intergovernmental Agreement with the Ball Horticultural Company, the City of West Chicago, the West Chicago Library District, the West Chicago Fire Protection District, the West Chicago Elementary School District 33, the Community High School District 94 and the West Chicago Park District in substantial conformance with the form attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of this Intergovernmental Agreement on behalf of the Authority.

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Herbert A. Getz _____
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 20th day of June, 2018.

CHAIRMAN

SECRETARY
ORDINANCE 2018-326

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WEST CHICAGO, DUPAGE AIRPORT AUTHORITY, WEST
CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT,
WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, COMMUNITY HIGH
SCHOOL DISTRICT 94, WEST CHICAGO PARK DISTRICT AND BALL
HORTICULTURAL COMPANY IN REGARD TO A PROPERTY TAX ABATEMENT
RELATIVE TO THE REDEVELOPMENT OF THE BALL HORTICULTURAL
COMPANY PROPERTY**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF WEST CHICAGO, an Illinois home rule municipal corporation ("CITY"), the DUPAGE AIRPORT AUTHORITY, an Illinois airport authority ("AIRPORT"), the WEST CHICAGO LIBRARY DISTRICT, an Illinois library district ("LIBRARY"), the WEST CHICAGO FIRE PROTECTION DISTRICT, an Illinois fire protection district ("FIRE PROTECTION DISTRICT"), the WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, an Illinois school district ("ELEMENTARY SCHOOL DISTRICT"), the COMMUNITY HIGH SCHOOL DISTRICT 94, an Illinois school district ("HIGH SCHOOL DISTRICT"), the WEST CHICAGO PARK DISTRICT, an Illinois park district ("PARK DISTRICT"), and BALL HORTICULTURAL COMPANY, an Illinois corporation ("DEVELOPER"). The CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, the PARK DISTRICT, and the DEVELOPER are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, DEVELOPER is a global leader in the horticulture industry; and

WHEREAS, DEVELOPER owns approximately 59 acres of land located at 622

Town Road, West Chicago, Illinois, with said property being legally described on EXHIBIT A-1, attached hereto and made part hereof, and depicted on EXHIBIT A-2, attached hereto and made part hereof (“Subject Property”); and

WHEREAS, the Subject Property serves as DEVELOPER's international headquarters, and is also improved with horticultural facilities including offices, an operations center, greenhouses, a Helix facility, and other improvements; and

WHEREAS, DEVELOPER desires to continue its presence in the City of West Chicago, to expand upon its use of the Subject Property and to continue to invest in its global business in the City of West Chicago; and

WHEREAS, specifically, Developer desires to substantially redevelop the Subject Property so as to expand and replace existing facilities and improvements, and construct an advanced research and development facility as depicted and described in EXHIBITS B-1 and B-2, respectively, attached hereto and a part hereof (together, the “Redevelopment Project”); and

WHEREAS, DEVELOPER has budgeted the cost of the Redevelopment Project in an amount no less than Twenty Million (\$20,000,000.00) Dollars; and

WHEREAS, in order to induce the DEVELOPER to proceed with the Redevelopment Project, the CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, and the PARK DISTRICT (collectively the “UNITS OF GOVERNMENT”) agree to provide the DEVELOPER with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the UNITS OF GOVERNMENT against the Subject Property (“Tax Abatement”); and

WHEREAS, the Tax Abatement will provide a real estate tax abatement from the UNITS OF GOVERNMENT to the DEVELOPER pursuant to 35 ILCS 200/18-165 (“Abatement Law”); and

WHEREAS, the UNITS OF GOVERNMENT have agreed to provide the Tax Abatement to the DEVELOPER, pursuant to the terms and conditions as set forth in this Agreement, provided the DEVELOPER agrees to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property, including the Redevelopment Project located thereon, for a period of fifteen (15) years after the Project commences operation, below those equalized assessed valuations as set forth on EXHIBIT C, attached hereto and made part hereof (“Anticipated Assessed Values”); and

WHEREAS, the DEVELOPER is in agreement with the restriction set forth above, relative to refraining from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property below the Anticipated Assessed Values for the Subject Property; and

WHEREAS, by providing the Tax Abatement, in exchange for the DEVELOPER agreeing to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property below the Anticipated Assessed Values for the Subject Property, the UNITS OF GOVERNMENT will induce the DEVELOPER to cause the Project to be constructed and operated, which the UNITS OF GOVERNMENT anticipate will provide future financial benefits for the UNITS OF GOVERNMENT; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution, 5 ILCS 220/1

et seq., the Abatement Law, and the CITY'S home rule powers provide the authority for this Agreement; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **DEVELOPER CONDITIONS.** The DEVELOPER'S right to receive the Tax Abatement under this Agreement is expressly conditioned upon the satisfaction by the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, of the following conditions. The DEVELOPER, or the DEVELOPER's tenant on the Subject Property, shall:
 - A. Retain ownership or control over the Subject Property during the term of this Agreement;
 - B. Construct and operate the Redevelopment Project on the Subject Property substantially in accordance with EXHIBITS B-1 and B-2;
 - C. Obtain certificates of occupancy, or final approvals, for the Redevelopment Project from all governmental entities having jurisdiction over the design and construction of the Redevelopment Project, on or before December 31, 2021. The date the DEVELOPER receives the last of the certificates of occupancy or final approvals for the Redevelopment Project from all governmental entities having jurisdiction over the design and construction of the Project shall be the "Commencement Date." The DEVELOPER shall notify each of the UNITS OF GOVERNMENT of the Commencement Date within fourteen (14) days after the Commencement Date has occurred. If the Redevelopment Project is substantially completed on or before December 31, 2021, but final certificates of occupancy have not yet been issued, the deadline for obtaining certificates of occupancy shall be extended as reasonably necessary to afford the Parties their respective benefits under this Agreement
 - D. Comply with the real estate tax obligations set forth in Section 4. below;

and

- E. Notwithstanding any provision in this Agreement to the contrary, if the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, fails to meet any of its obligations in Sections 2.A., 2.B., or 2.C. of this Agreement, the Agreement shall be terminated and be null and void.

3. REAL ESTATE TAX ABATEMENT.

A. Subject to the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, being in full compliance with Section 2. above, and Section 4.A. below, the UNITS OF GOVERNMENT shall provide the DEVELOPER with the Tax Abatement pursuant to the Abatement Law, relative to the real estate taxes assessed against the Subject Property, including the Redevelopment Project located thereon, with said Tax Abatement being:

1. For a maximum of ten (10) years, beginning with the real estate taxes levied on the Subject Property, including the Redevelopment Project located thereon, for the full calendar year after the calendar year in which the Commencement Date occurs, which real estate taxes are payable in the year thereafter, even if the full amount referenced in Subsection 3.A.2. below has not been abated;
2. Limited to a total cumulative amount from the UNITS OF GOVERNMENT combined of Four Million and No/100 Dollars (\$4,000,000.00), even if the Tax Abatement has not occurred for the full ten (10) year period referenced in Subsection 3.A.1. above;
3. Limited to Fifty Percent (50%) of the real estate taxes to be received by the UNITS OF GOVERNMENT from the Subject Property, including the Redevelopment Project located thereon, exclusive of real estate taxes received to satisfy any debt service tax levy of general applicability to all property within any one or more of the respective UNITS OF GOVERNMENT, in any given year; and
4. Limited by excluding amounts levied by each of the UNITS OF GOVERNMENT for debt service, and limited in the Abatement Law, and any amendments thereto after the Effective Date.

Within sixty (60) days of the Commencement Date, each of the UNITS OF

GOVERNMENT shall adopt the ordinance, or resolution, attached hereto as EXHIBIT D and made a part hereof ("Abatement Ordinance / Resolution"), and send a certified copy of the Abatement Ordinance / Resolution to the DuPage County Clerk ("Clerk"), with such changes to the Abatement Ordinance / Resolution being made to tailor the Abatement Ordinance / Resolution to the specific ordinance, or resolution, form requirements of each of the UNITS OF GOVERNMENT, and after updating the current P.I.N.s and legal description(s) for the Subject Property, including the Redevelopment Project located thereon, if any. The Parties acknowledge that under the Abatement Law, the Clerk administers the Tax Abatement. The Parties acknowledge that as of the Effective Date, the process for administering the Tax Abatement as is described in EXHIBIT E, attached hereto and made a part hereof, and that the process described in EXHIBIT E may change after the Effective Date. If the process for administering the Tax Abatement as described in EXHIBIT E is changed after the Effective Date, the Parties shall update EXHIBIT E to reflect the new process, which update may occur upon agreement of the chief administrative officers of each of the UNITS OF GOVERNMENT and the DEVELOPER. The Parties shall cooperate with one another, and the Clerk, in administering the Tax Abatement. Upon a reasonable request of the Clerk, or any other Party, the Parties shall timely respond to requests for information and documents related to the Tax Abatement, and the Parties shall take all reasonable steps in a timely manner needed to

administer the Tax Abatement consistent with the terms of this Agreement.

B. During the term of this Agreement, if the DEVELOPER or its tenant ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any of its obligations under Section 4.A., the UNITS OF GOVERNMENT shall provide written notice of such cessation (a "Default Notice") to the DEVELOPER. If the DEVELOPER does not recommence operation of the Redevelopment Project within thirty (30) days of the DEVELOPER's receipt of a Default Notice, or if the DEVELOPER does not cure the breach of its obligations under Section 4.A. within thirty (30) days of the DEVELOPER's receipt of a Default Notice, then the UNITS OF GOVERNMENT may elect, by written notice to the DEVELOPER delivered following such thirty (30) day period, to terminate this Agreement (a "Termination"), whereupon the DEVELOPER shall reimburse the UNITS OF GOVERNMENT the Tax Abatement as follows:

1. If a Termination occurs within the first five (5) years after the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Seventy Five Percent (75%) of the Tax Abatement realized by the DEVELOPER; or
2. If a Termination occurs within the second five (5) years after the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Fifty Percent (50%) of the Tax Abatement realized by the DEVELOPER.

The DEVELOPER's reimbursement obligations herein shall survive, and be binding upon the DEVELOPER, regardless of the termination or expiration of this Agreement, until ten (10) years after the

Commencement Date. The DEVELOPER shall reimburse the UNITS OF GOVERNMENT within thirty (30) days of a written demand from the UNITS OF GOVERNMENT for such reimbursement.

4. REAL ESTATE TAX OBLIGATIONS OF THE DEVELOPER.

- A. The DEVELOPER agrees to pay, or cause to be paid, all general and special real estate taxes levied against its respective interest in the Subject Property, including the Project located thereon, on or prior to the date same is due, and said real estate taxes shall not become delinquent. The DEVELOPER shall deliver evidence of payment of such real estate taxes to the UNITS OF GOVERNMENT upon request.
- B. The DEVELOPER agrees:
-)1(to not, and shall not permit or allow any of its affiliates or employees, to challenge, contest, or seek a reduction in, or assert tax-exempt status in relation to, the real estate taxes assessed against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C;
 -)2(to prohibit any third party obligated to pay the real estate taxes, in whole or in part, assessed against the Subject Property, including the Project located thereon, or any portion thereof, from challenging, contesting, seeking a reduction in or asserting tax-exempt status in relation to the real estate taxes assessed against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C; and
 -)3(to not file, participate in, or allow any of its affiliates or employees to file or participate in a tax rate objection, contest or other challenge to the taxes and/or levies of the taxing districts authorized by law to levy property taxes against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C.
- C. The sole remedy to each of the UNITS OF GOVERNMENT, in the event of a breach by DEVELOPER of its obligations in Subsection 4.B. above, shall be for the DEVELOPER to pay to each of the UNITS OF GOVERNMENT, on an annual basis, the difference between (1) the actual real estate taxes payable with respect to the Subject Property, including the Redevelopment Project located thereon, resulting from any such

successful challenge, contest, or reduction of or exemption from real estate taxes assessed against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C, and (2) the lesser of (a) the amount of real estate taxes that would have been due and owing on the Subject Property, including the Redevelopment Project located thereon, for such year, after the Tax Abatement for such year, had such successful challenge contest, or reduction of or exemption from real estate taxes assessed against the Subject Property not occurred, and (b) the amount of real estate taxes that would have been due and owing on the Anticipated Assessed Values for such year, after the Tax Abatement for such year (said deficiency shall herein be referred to as the "Tax Deficiency") plus interest thereon at the prime rate charged by BMO Harris Bank (or its successor) plus Three Percent (3%) per annum for the period beginning on the date the real estate taxes are received by each of the UNITS OF GOVERNMENT for any given year and ending on the date the Tax Deficiency is paid to each of the UNITS OF GOVERNMENT, which shall be due within thirty (30) days of written notice from any one (1) of the UNITS OF GOVERNMENT.

- D. The DEVELOPER agrees to not pursue, permit or allow any of its affiliates or employees to agree to, pursue or permit the disconnection or detachment of the Subject Property from any of the UNITS OF GOVERNMENT.

5. GENERAL CONDITIONS/REQUIREMENTS.

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the UNITS OF GOVERNMENT may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.
- C. The obligations of the DEVELOPER shall constitute covenants running with the land legally described in Exhibit A-1 and shall be binding on successors and assigns of the DEVELOPER and shall bind all owners of the Subject Property, including the Project located thereon, or any portion thereof.
- D. This Agreement, or a "Memorandum" of this Agreement, shall be recorded on title to the Subject Property at the expense of the DEVELOPER upon taking effect.

- E. Upon a breach of this Agreement by DEVELOPER, any of the UNITS OF GOVERNMENT may repeal their respective Abatement Ordinance / Resolution, and any Party, by an action or proceeding solely in equity brought in the 18th Judicial Circuit Court, in DuPage County, Illinois, may secure the specific performance of the covenants and agreements herein contained, for failure of performance.
- F. In the event of a default by any of the Parties, the defaulting Party, as adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party / Parties, upon demand, all of the non-defaulting Party's / Parties' reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party / Parties for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.
- G. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- H. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.
- I. This Agreement shall remain in full force and effect for fifteen (15) years after the Commencement Date.
- J. In the event that any UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, becomes null and void or otherwise becomes invalid, then (i) such UNIT OF GOVERNMENT's obligations hereunder shall cease and no further obligations of any sort shall be required of the UNIT OF GOVERNMENT, and (ii) the DEVELOPER's obligations to such UNIT OF GOVERNMENT hereunder (including, without limitation, DEVELOPER's obligations to such UNIT OF GOVERNMENT under Section 3.B.) shall cease as of the date on which any such UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, becomes null and void or otherwise becomes invalid. The DEVELOPER shall have no recourse against the affected UNIT OF GOVERNMENT(s) in such event and such affected UNIT(s) OF GOVERNMENT shall have no recourse against the DEVELOPER.

- K. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and approved by the authorized representative of the DEVELOPER and by each of the UNITS OF GOVERNMENT's corporate authorities, and executed and delivered by the authorized representatives of each Party.
- L. If, during the term of this Agreement, any lawsuits or other proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other Parties and shall thereafter keep the other Parties fully informed concerning all aspects of the Litigation. Each Party shall, to the extent necessary, cooperate with the other Parties in this event. The Parties each agree to use their respective best efforts to defend the validity of this Agreement and the Abatement Ordinances / Resolutions adopted pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto.
- M. The DEVELOPER shall and hereby agrees to defend, hold harmless and indemnify the UNITS OF GOVERNMENT, and their respective elected officials, appointed officials, employees, agents and attorneys (collectively the "UNITS OF GOVERNMENT Affiliates") from and against any and all third-party claims, demands, suits, damages, liabilities, losses, expenses, and judgments against any UNITS OF GOVERNMENT Affiliates resulting from the DEVELOPER's breach of its obligations hereunder. The obligation of the DEVELOPER in this regard shall include, but shall not be limited, to all costs and expenses, including reasonable attorneys' fees, incurred by the UNITS OF GOVERNMENT Affiliates in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. The DEVELOPER covenants that it will reimburse the UNITS OF GOVERNMENT Affiliates, or pay over to the UNITS OF GOVERNMENT Affiliates, all sums of money the UNITS OF GOVERNMENT Affiliates pays, or becomes liable to pay to any such third party, by reason of any of the foregoing; provided, however, that the DEVELOPER's liability under this Section 5.M. shall be limited to the total amount of Tax Abatement that the DEVELOPER has been received pursuant to this Agreement as of the date of any such claim, demand, suit, damage, liability, loss, expense, or judgment. In any suit or proceeding brought hereunder, the UNITS OF GOVERNMENT Affiliates shall have the right to appoint counsel of their own choosing to represent it, the reasonable costs and expenses of which shall be paid by the DEVELOPER.

N. The DEVELOPER shall maintain the Subject Property, and operate the Project, in compliance with all Federal, State, County, and UNITS OF GOVERNMENT laws, ordinances, resolutions, rules and regulations.

6. **NOTICES.** Notice or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the CITY:

City of West Chicago
475 Main Street
West Chicago, Illinois 60185
Attn: Mayor

With copies to:

City of West Chicago
475 Main Street
West Chicago, Illinois 60185
Attn: City Administrator

Bond, Dickson & Associates
400 Knoll Street
Wheaton, Illinois 60187
Attn: Patrick Bond

B. If to the LIBRARY:

West Chicago Library District
118 West Washington Street
West Chicago, Illinois 60185
Attn: President

With copies to:

West Chicago Library District
118 West Washington Street
West Chicago, Illinois 60185
Attn: Executive Director

Peregrine, Stime, Newman,
Ritzman, & Bruckner, Ltd.
221 East Illinois Street
Wheaton, Illinois 60187
Attn: Mark Ritzman

C. If to the ELEMENTARY SCHOOL DISTRICT:

West Chicago Elementary
School District 33
312 East Forest Avenue
West Chicago, Illinois 60185
Attn: President

With copies to:

West Chicago Elementary
School District 33
312 East Forest Avenue
West Chicago, Illinois 60185
Attn: Superintendent

Robbins Schwartz
55 W. Monroe Street, Suite 800
Chicago, Illinois 60603
Attn: Kenneth M. Florey

E. If to the DUPAGE AIRPORT AUTHORITY:

DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, Illinois 60185
Attn: Chairman

With copies to

DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, Illinois 60185
Attn: Executive Director

Schirott, Luetkehans & Garner, LLC
105 E. Irving Park Rd.
Itasca, Illinois 60143
Attn: Phillip A. Luetkehans

D. If to the HIGH SCHOOL DISTRICT:

Community High School
District 94
157 West Washington Street
West Chicago, Illinois 60185
Attn: President

With copies to:

Community High School
District 94
157 West Washington Street
West Chicago, Illinois 60185
Attn: Superintendent

Hauser, Izzo, Petrarca, Gleason
& Stillman, LLC
19730 Governors Hwy, Suite 10
Flossmor, Illinois 60422
Attn: John Izzo

F. If to the DEVELOPER:

Ball Horticultural Company
622 Town Road
West Chicago, IL 60185
Attn: Todd Frauendorfer

With a copy to:

Ice Miller
2300 Cabot Drive, Suite 455
Lisle, IL 60532-4613
Attn: Michael Roth

G. If to the FIRE PROTECTION DISTRICT:

West Chicago Fire Protection District
200 Freemont Street
West Chicago, Illinois 60185
Attn: President

With copies to:

West Chicago Fire Protection District
200 Freemont Street
West Chicago, Illinois 60185
Attn: Fire Chief

Ottosen Britz Kelly Cooper Gilbert
& DiNolfo, Ltd.
1804 N. Naper Boulevard #350
Naperville, Illinois 60563
Attn: Joseph Miller

H. If to the PARK DISTRICT:

West Chicago Park District
201 W. National Street
West Chicago, Illinois 60185
Attn: President

With copies to:

West Chicago Park District
201 W. National Street
West Chicago, Illinois 60185
Attn: Executive Director

Attn: _____

or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Parties. Service by personal delivery shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

7. **COUNTERPARTS.** This Agreement may be executed simultaneously in up to eight (8) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this

Agreement which are not fully expressed herein.

9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties executes this Agreement as set forth below, which date shall be filled in on page 1 hereof.

IN WITNESS WHEREOF, the CITY, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the AIRPORT, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, has caused this Agreement to be signed by its Chairman and attested by its Secretary; the LIBRARY, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the FIRE PROTECTION DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the ELEMENTARY SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; the HIGH SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; the PARK DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary; and DEVELOPER, pursuant to proper authority granted in accordance with its organizational documents, has caused

this Agreement to be executed by its President and attested by its Secretary.

CITY OF WEST CHICAGO

By: _____
_____, Mayor

ATTEST:

_____, City Clerk

Dated: _____

WEST CHICAGO PUBLIC LIBRARY DISTRICT

By: _____
_____, President

ATTEST:

_____, Secretary

Dated: _____

WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33

By: _____
_____, President

ATTEST:

_____, Secretary

Dated: _____

WEST CHICAGO COMMUNITY HIGH SCHOOL DISTRICT 94

By: _____
_____, President

ATTEST:

_____, Secretary

Dated: _____

DUPAGE AIRPORT AUTHORITY

By: _____
_____, Chairman

ATTEST:

_____, Secretary

Dated: _____

BALL HORTICULTURAL COMPANY

By: _____
Todd Frauendorfer, Treasurer

ATTEST:

_____, _____

Dated: _____

WEST CHICAGO FIRE PROTECTION DISTRICT

By: _____
_____, President

ATTEST:

_____, Secretary

Dated: _____

WEST CHICAGO PARK DISTRICT

By: _____
_____, President

ATTEST:

_____, Secretary

Dated: _____

STATE OF ILLINOIS ()
) SS
COUNTY OF DUPAGE ()

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be the Mayor and City Clerk of the City of West Chicago, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the signed instrument, pursuant to authority given by the City of West Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said City of West Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS ()
) SS
COUNTY OF DUPAGE ()

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be the President and Secretary of the West Chicago Public Library District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Public Library District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Public Library District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS () SS
COUNTY OF DUPAGE ()

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be the President and Secretary of the West Community High School District 94, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Community High School District 94, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Community High School District 94, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS () SS
COUNTY OF DUPAGE ()

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be the Chairman and Secretary of the DuPage Airport Authority, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such Chairman and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the DuPage Airport Authority, as their free and voluntary act, and as the free and voluntary act and deed of said DuPage Airport Authority, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS ()
) SS
COUNTY OF DUPAGE ()

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be the President and Secretary of the West Chicago Park District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Park District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Park District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

EXHIBIT A-1

Subject Property Identification and Legal Descriptions

Common Addresses:

622 Town Road
West Chicago, Illinois 60185

and also identified as

1017 Roosevelt Road
West Chicago, Illinois 60185

Parcel Index Numbers:

04-09-301-007
04-09-301-008
04-09-301-009
04-09-301-010
04-09-301-011
04-09-301-012
04-09-301-013

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WINFIELD TOWNSHIP, DUPAGE COUNTY, ILLINOIS AND FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE WESTERN RIGHT-OF-WAY OF TOWN ROAD, SOUTHERLY ALONG THE WESTERN RIGHT-OF-WAY OF TOWN ROAD A DISTANCE OF 2,340.22 FEET; THENCE WESTERLY (AT AN INTERNAL ANGLE OF 91 DEGREES 33 MINUTES 23 SECONDS) A DISTANCE OF 624.24 FEET TO THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD; THENCE NORTHWESTERLY ALONG THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD A DISTANCE OF 455.27 FEET TO THE EASTERN PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR; THENCE NORTHERLY ALONG THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR PROPERTY LINE A DISTANCE OF 1,499.06 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY A DISTANCE OF 1,065.72 FEET TO THE POINT OF BEGINNING.

Parcel Index Numbers:

04-16-100-004
04-16-100-005

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF ROOSEVELT ROAD AS WIDENED BY CONDEMNATION CASE 81ED-21, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number:

04-09-308-023

LOTS 13 THROUGH 22 IN. BLOCK 5 AND LOTS 4, 5, 6, AND 7 IN BLOCK 4, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS. THAT PART OF VACATED STIMMEL STREET LYING SOUTH OF AND ADJOINING LOT SEVEN IN BLOCK 4 AND NORTH OF AND ADJOINING LOT 22 IN BLOCK 5 AND BETWEEN LINES DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 7 TO THE NORTHWEST CORNER OF SAID LOT 22 AND FROM THE SOUTHEAST CORNER OF SAID LOT 7 TO THE NORTH EAST CORNER OF SOUTH LOT 22, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH., RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS, SAID PORTIONS OF STREET HAVING BEEN VACATED BY ORDINANCE PASSED AND APPROVED NOVEMBER 17, 1958 A COPY OF WHICH WAS RECORDED APRIL 26, 1961 AS DOCUMENT R61-4306, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers:

04-08-402-005
04-09-301-001

THAT PART OF SECTIONS 8 AND 9, TOWNSHIP 39 NORTH. RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 8 WITH THE CENTER LINE OF ROOSEVELT ROAD (SAID CENTERLINE BEING A LINE 50.0

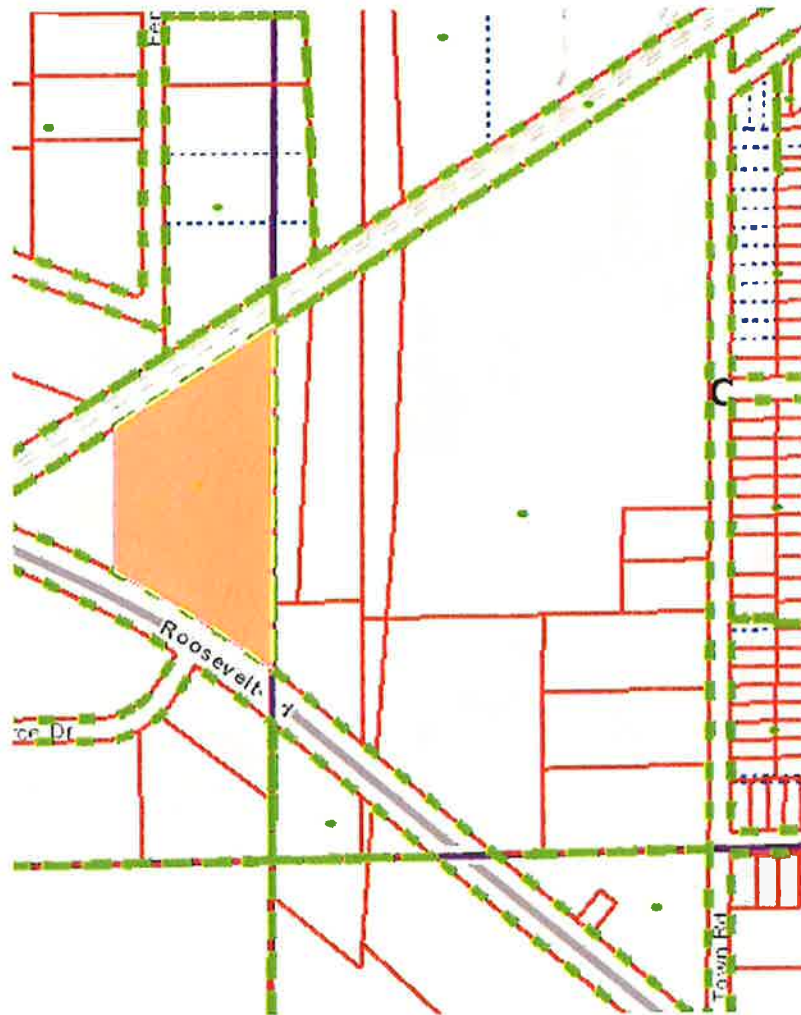
FEET NORTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID ROAD AS WIDENED AND RELOCATED BY PLAT OF DEDICATION RECORDED AUGUST 24, 19.32 AS DOCUMENT 328847) AND RUNNING THENCE NORTHWESTERLY ON SAID CENTERLINE ON A CURVE 70 THE LEFT HAVING A RADIUS OF 3203.32 FEET, AN ARC DISTANCE OF 552.58 FEET, TO THE SOUTHEAST CORNER OF ADRIAN'S SUBDIVISION (PLAT DOCUMENT R81-48534) THENCE NORTH 00 DEGREES 51 MINUTES EAST ALONG THE EAST LINE OF SAID ADRIAN'S SUBDIVISION AND ALSO PARALLEL WITH THE EAST LINE OF SAID SECTION 491.71 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID ADRIAN'S SUBDIVISION THENCE NORTH 58 DEGREES 38 MINUTES EAST ON SAID LINE 687.95 FEET TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY (FORMALLY PUBLIC SERVICE COMPANY) AS DESCRIBED IN DEED RECORDED SEPTEMBER 23, 1926 AS DOCUMENT 221874; THENCE SOUTH 02 DEGREES 56 MINUTES WEST ON SAID WEST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY 599.35 FEET TO AN ANGLE AND SAID WEST LINE; AND CONTINUING ON SAID WEST LINE SOUTH 05 DEGREES 08 MINUTES WEST 281.11 FEET TO A JOG WEST IN SAID THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTH 89 DEGREES 30 MINUTES WEST 74.0 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 51 MINUTES WEST ON SAID SECTION LINE 274.94 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTHWEST 60 FEET AS MEASURED RADIAL AND NORMAL TO THE CENTERLINE OF ROOSEVELT ROAD TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE 81 ED 18), IN THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS.

EXHIBIT A-2

Depictions of Subject Property Parcels

(attached)

04-08-402-005



04-09-301-001



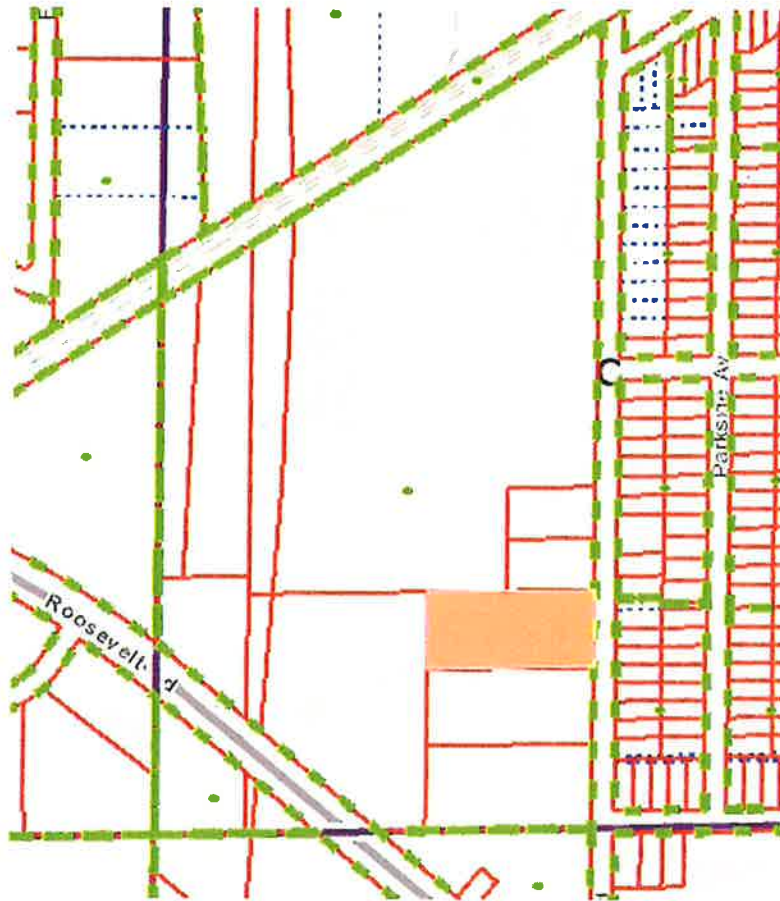
04-09-301-008



04-09-301-009



04-09-301-010



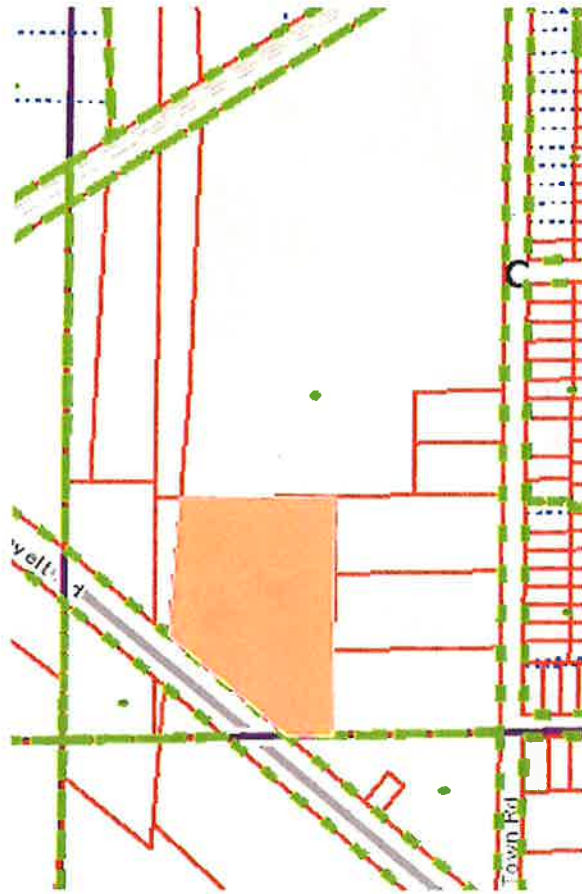
04-09-301-011



04-09-301-012



04-09-301-013



04-09-308-023



04-16-100-004



04-16-100-005



EXHIBIT B-1

Project Site Plan

(attached)



SITE DATA:
 GENERAL CORNER LOTS - N. 25.0000' 0000' 2102'
 NEW BOUNDING MUNICIPALITY: 19881.0000' 11.0000' 0000' 0000'
 NEW BOUNDING MUNICIPALITY: 19881.0000' 11.0000' 0000' 0000'

MASTER CONCEPTUAL SITE PLAN

Ball
 INDEX:

1. EXISTING IMP' BUILT TIME TO BE REMOVED
2. OFFICE BLDG. PROJECTS TO BE REMOVED AND RECONSTRUCTED
3. OFFICE BLDG. PROJECTS TO BE REMOVED AND RECONSTRUCTED
4. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
5. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
6. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
7. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
8. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
9. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
10. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
11. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
12. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
13. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
14. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
15. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
16. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
17. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
18. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
19. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY
20. PROPOSED IMPROVED TRUCK SERVICE DRIVEWAY WITH PROPOSED TRUCK SERVICE DRIVEWAY

BALL WEST CHICAGO MASTER SITE PLAN

EXHIBIT B-2

Project Description

To maintain its competitive advantage, Ball is exploring the potential of building an advanced research and development facility in West Chicago, Illinois or at one of its existing R&D facilities in Elburn, IL; Guadalupe, CA, Santa Paula, CA or one of its global locations. The advanced R&D facility will leverage new technologies that were pioneered in agriculture, medical or other fields to develop new flower and plant varieties and explore more functional uses of plants. Additional goals are to innovate, increase efficiencies and improve the speed of bringing new developments to market.

If the project is located in West Chicago, Ball would build several new structures including the advanced R&D facility. To accomplish this several structures would be modified, relocated or demolished. The total capital investment is estimated at approximately \$22-\$25 million in the form of new construction, existing site improvements, demolition and equipment purchases. A preliminary conceptual site plan showing the proposed changes to our West Chicago facilities is attached.

Ball estimates its capital improvement costs as:

- Site improvements: \$2.5 million
- Building Construction: \$17 million for Innovation Center; \$1.5 million to relocate greenhouses
- Equipment and Machinery Purchases: \$2.6 million
- Demolition costs: \$400,000

If the project is located in West Chicago, Ball also expects to hire approximately twenty-five (25) new full time employees with an average total compensation of \$80,000, excluding the value of benefits. Ball recently added a Chief Technology Officer ("CTO") to assist with the site selection process and be involved with the design. Access to talent, proximity to other researchers, growers and distribution channels, cost of construction, and state and local support are among critical site selection criteria.

Specifically, our plan would be to hire at the west Chicago facility, between now and two years after completing the new facility, the following:

- One (1) Chief Technology Officer at an average annual wage of \$300,000+ (already hired).
- Seven (7) Breeding & Plant Researchers at an average annual wage of \$106,000 for a total annual job payroll of \$742,000.
- Nine (9) Breeding & Plant Assistants/Technicians at an average annual wage of \$55,000 for a total annual job payroll of \$ 495,000.
- Eight (8) Office/Clerical workers at an average annual wage of \$40,000 for a total annual job payroll of \$320,000

- Total: Twenty-five (25) jobs with a total annual job payroll of \$1,857,000.

EXHIBIT C

Anticipated Assessed Values

<u>Year</u>	<u>Anticipated Assessed Valuation</u>
Year 1	\$2,918,586
Year 2	9,002,480
Year 3	9,002,480
Year 4	9,002,480
Year 5	9,002,480
Year 6	9,002,480
Year 7	9,002,480
Year 8	9,002,480
Year 9	9,002,480
Year 10	9,002,480
Year 11	9,002,480
Year 12	9,002,480
Year 13	9,002,480
Year 14	9,002,480
Year 15	9,002,480
Total	\$128,953,306

EXHIBIT D

Abatement Ordinance / Resolution

(attached)

[ORDINANCE / RESOLUTION] PROVIDING FOR REAL ESTATE TAX ABATEMENT

WHEREAS, the Illinois Property Tax Code, 35 ILCS 200/18-165, authorizes any taxing district to abate its taxes in relation to a specific property; and

WHEREAS, in “An Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94, West Chicago Park District and Ball Horticultural Company in Regard to a Property Tax Abatement Relative to the Development of the Ball Horticultural Company Property,” dated _____, 2018 (“IGA”), the [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government] previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in **Exhibit 1**, attached hereto and made a part hereof (“Subject Property”), in order to encourage a commercial firm to redevelop the Subject Property; and

WHEREAS, the conditions of the IGA for the abatement of a portion of the taxes on the Subject Property have been met; and

WHEREAS, in the IGA, this [City Council / Board of Trustees / Board of Commissioners / Board of Education] previously determined such abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities; and

NOW, THEREFORE, BE IT [ORDAINED / RESOLVED] [by the [Mayor / Chairman / President] and [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government], DuPage County, Illinois, as follows:

Section 1. This [City Council / Board of Trustees / Board of Commissioners / Board of Education] hereby finds that all of the recitals contained in the preambles to this [Ordinance / Resolution] are full, true and correct and does now incorporate the same herein by reference.

Section 2. The County Clerk of DuPage County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the [Unit of Government] according to the rate set forth in Section 3 below, but excluding any levy or levies for debt service (“Abatement Rate”), commencing at the start of the next calendar year after the year in which this [Ordinance / Resolution] is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the [Unit of Government], together with real estate taxes levied against the Subject Property and abated in previous and future years by all other taxing districts, exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

Section 3. The Abatement Rate shall be Fifty Percent (50%) of the real estate taxes to be extended on the Subject Property on behalf of the [Unit of Government].

Section 4. The [Mayor / Chairman / President] and [Clerk / Secretary] of this [Unit of Government] are hereby authorized and directed to execute this [Ordinance / Resolution] and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

Section 5. This [Ordinance / Resolution] shall be in full force and effect upon its adoption and publication.

[PASSED / ADOPTED] this _____ day of _____, 20__
by a majority vote of the Corporate Authorities of the [Unit of Government] on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the [Mayor / Chairman / President] of the [Unit of Government] on the ____ day of _____, 20__.

[Mayor / Chairman / President]

ATTEST:

[Clerk / Secretary]

[Published in pamphlet form / Published in the _____ newspaper, being a newspaper of general circulation within the [Unit of Government] this ____ day of _____, 20__.]

EXHIBIT 1

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

(attached)

Common Addresses:

622 Town Road
West Chicago, Illinois 60185

and also identified as

1017 Roosevelt Road
West Chicago, Illinois 60185

Parcel Index Numbers:

04-09-301-007
04-09-301-008
04-09-301-009
04-09-301-010
04-09-301-011
04-09-301-012
04-09-301-013

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WINFIELD TOWNSHIP, DUPAGE COUNTY, ILLINOIS AND FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE WESTERN RIGHT-OF-WAY OF TOWN ROAD, SOUTHERLY ALONG THE WESTERN RIGHT-OF-WAY OF TOWN ROAD A DISTANCE OF 2,340.22 FEET; THENCE WESTERLY (AT AN INTERNAL ANGLE OF 91 DEGREES 33 MINUTES 23 SECONDS) A DISTANCE OF 624.24 FEET TO THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD; THENCE NORTHWESTERLY ALONG THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD A DISTANCE OF 455.27 FEET TO THE EASTERN PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR; THENCE NORTHERLY ALONG THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR PROPERTY LINE A DISTANCE OF 1,499.06 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY A DISTANCE OF 1,065.72 FEET TO THE POINT OF BEGINNING.

Parcel Index Numbers:

04-16-100-004
04-16-100-005

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF ROOSEVELT ROAD AS WIDENED BY CONDEMNATION CASE 81ED-21, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number:

04-09-308-023

LOTS 13 THROUGH 22 IN. BLOCK 5 AND LOTS 4, 5, 6, AND 7 IN BLOCK 4, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS. THAT PART OF VACATED STIMMEL STREET LYING SOUTH OF AND ADJOINING LOT SEVEN IN BLOCK 4 AND NORTH OF AND ADJOINING LOT 22 IN BLOCK 5 AND BETWEEN LINES DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 7 TO THE NORTHWEST CORNER OF SAID LOT 22 AND FROM THE SOUTHWEST CORNER OF SAID LOT 7 TO THE NORTH EAST CORNER OF SOUTH LOT 22, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH., RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS, SAID PORTIONS OF STREET HAVING BEEN VACATED BY ORDINANCE PASSED AND APPROVED NOVEMBER 17, 1958 A COPY OF WHICH WAS RECORDED APRIL 26, 1961 AS DOCUMENT R61-4306, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers:

04-08-402-005

04-09-301-001

THAT PART OF SECTIONS 8 AND 9, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 8 WITH THE CENTER LINE OF ROOSEVELT ROAD (SAID CENTERLINE BEING A LINE 50.0 FEET NORTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID ROAD AS WIDENED AND RELOCATED BY PLAT OF DEDICATION RECORDED AUGUST 24, 1932 AS DOCUMENT 328847) AND RUNNING THENCE NORTHWESTERLY ON SAID CENTERLINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3203.32 FEET, AN ARC DISTANCE OF 552.58 FEET, TO THE SOUTHEAST CORNER OF ADRIAN'S SUBDIVISION (PLAT DOCUMENT R81-48534) THENCE NORTH 00 DEGREES 51 MINUTES EAST ALONG THE EAST LINE OF SAID ADRIAN'S SUBDIVISION AND ALSO PARALLEL WITH THE EAST LINE OF SAID SECTION 491.71 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID ADRIAN'S SUBDIVISION THENCE NORTH 58 DEGREES 38 MINUTES EAST ON SAID LINE 687.95 FEET TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY (FORMALLY PUBLIC SERVICE COMPANY) AS DESCRIBED IN DEED RECORDED SEPTEMBER 23, 1926 AS DOCUMENT 221874; THENCE SOUTH 02 DEGREES 56 MINUTES WEST ON SAID WEST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY 599.35 FEET TO AN ANGLE AND SAID WEST LINE; AND CONTINUING ON SAID WEST LINE SOUTH 05 DEGREES 08 MINUTES WEST 281.11 FEET TO A JOG WEST IN SAID THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTH 89 DEGREES 30 MINUTES WEST 74.0 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 51 MINUTES WEST ON SAID SECTION LINE 274.94 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTHWEST 60 FEET AS MEASURED RADIAL AND NORMAL TO THE CENTERLINE OF ROOSEVELT ROAD TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE 81 ED 18), IN THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS.

EXHIBIT E

ABATEMENT PROCESS

Capitalized terms in this EXHIBIT E shall have the meanings as set forth for said terms in the "Intergovernmental Agreement Between The City Of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94, West Chicago Park District And Ball Horticultural Company In Regard To A Property Tax Abatement Relative To The Development Of The Ball Horticultural Company Property" ("IGA"), unless otherwise defined in this EXHIBIT E.

As of the Effective Date of the IGA, the process for administering the Tax Abatement is:

1. Within sixty (60) days of the Commencement Date, each UNIT OF GOVERNMENT shall adopt an Abatement Ordinance / Resolution, and send a certified copy of its Abatement Ordinance / Resolution to the Clerk.
2. The Clerk shall, at the time the tentative tax rates are prepared for each year's property tax levy, send to the chief executive officer of each of the UNITS OF GOVERNMENT a letter setting forth, with respect to the Tax Abatement, the parcel(s) affected, the amount of property taxes to be levied, and the amount of the abatement attributable to each of the UNITS OF GOVERNMENT ("Abatement Letter").
3. Each of the UNITS OF GOVERNMENT shall, each year, review the Abatement Letter from the Clerk, note any changes in the information provided, and then sign and return the Abatement Letter to the Clerk, all within seven (7) days of receipt of the Abatement Letter.
4. The Clerk shall track and account for the total Tax Abatement paid to the DEVELOPER.
5. The Clerk shall calculate the property tax levy for each of the UNITS OF GOVERNMENT taking the Tax Abatement into account, as approved by each of the UNITS OF GOVERNMENT with regard to its annual Abatement Letter.
6. The Tax Abatement for the Subject Property abated in previous and future years by all other taxing districts, shall not exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

ORDINANCE 2018-327
ORDINANCE PROVIDING FOR REAL ESTATE TAX ABATEMENT

WHEREAS, the Illinois Property Tax Code, 35 ILCS 200/18-165, authorizes any taxing district to abate its taxes in relation to a specific property; and

WHEREAS, in “An Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94, West Chicago Park District and Ball Horticultural Company in Regard to a Property Tax Abatement Relative to the Redevelopment of the Ball Horticultural Company Property,” (“IGA”), the Board of Commissioners of the DuPage Airport Authority previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in **Exhibit 1**, attached hereto and made a part hereof (“Subject Property”), in order to encourage a commercial firm to redevelop the Subject Property; and

WHEREAS, the conditions of the IGA for the abatement of a portion of the taxes on the Subject Property have been met; and

WHEREAS, in the IGA, this Board of Commissioners previously determined such abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities.

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

Section 1. The Board of Commissioners of the DuPage Airport Authority hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does now incorporate the same herein by reference.

Section 2. The County Clerk of DuPage County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the DuPage Airport Authority according to the rate set forth in Section 3 below, but excluding any levy or levies for debt service (“Abatement Rate”), commencing at the start of the next calendar year after the year in which this Ordinance is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the DuPage Airport Authority, together with real estate taxes levied against the Subject Property and abated in previous and future years by all other taxing districts, exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

Section 3. The Abatement Rate shall be Fifty Percent (50%) of the real estate taxes to be extended on the Subject Property on behalf of the DuPage Airport Authority.

Section 4. The Chairman and Secretary of the DuPage Airport Authority are hereby authorized and directed to execute this Ordinance and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

Section 5. This Ordinance shall be in full force and effect upon its adoption and publication.

Juan E. Chavez
Stephen L. Davis
Charles E. Donnelly
Herbert A. Getz
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 20th day of June, 2018.

Chairman

ATTEST:

Secretary

ORDINANCE 2018-327

EXHIBIT 1

Subject Property Identification and Legal Descriptions

Common Addresses:

622 Town Road
West Chicago, Illinois 60185

and also identified as

1017 Roosevelt Road
West Chicago, Illinois 60185

Parcel Index Numbers:

04-09-301-007
04-09-301-008
04-09-301-009
04-09-301-010
04-09-301-011
04-09-301-012
04-09-301-013

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WINFIELD TOWNSHIP, DUPAGE COUNTY, ILLINOIS AND FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE WESTERN RIGHT-OF-WAY OF TOWN ROAD, SOUTHERLY ALONG THE WESTERN RIGHT-OF-WAY OF TOWN ROAD A DISTANCE OF 2,340.22 FEET; THENCE WESTERLY (AT AN INTERNAL ANGLE OF 91 DEGREES 33 MINUTES 23 SECONDS) A DISTANCE OF 624.24 FEET TO THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD; THENCE NORTHWESTERLY ALONG THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD A DISTANCE OF 455.27 FEET TO THE EASTERN PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR; THENCE NORTHERLY ALONG THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR PROPERTY LINE A DISTANCE OF 1,499.06 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY A DISTANCE OF 1,065.72 FEET TO THE POINT OF BEGINNING.

Parcel Index Numbers:

04-16-100-004
04-16-100-005

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF ROOSEVELT ROAD AS WIDENED BY CONDEMNATION CASE 81ED-21, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number:

04-09-308-023

LOTS 13 THROUGH 22 IN. BLOCK 5 AND LOTS 4, 5, 6, AND 7 IN BLOCK 4, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS. THAT PART OF VACATED STIMMEL STREET LYING SOUTH OF AND ADJOINING LOT SEVEN IN BLOCK 4 AND NORTH OF AND ADJOINING LOT 22 IN BLOCK 5 AND BETWEEN LINES DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 7 TO THE NORTHWEST CORNER OF SAID LOT 22 AND FROM THE SOUTHEAST CORNER OF SAID LOT 7 TO THE NORTH EAST CORNER OF SOUTH LOT 22, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH., RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS, SAID PORTIONS OF STREET HAVING BEEN VACATED BY ORDINANCE PASSED AND APPROVED NOVEMBER 17, 1958 A COPY OF WHICH WAS RECORDED APRIL 26, 1961 AS DOCUMENT R61-4306, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers:

04-08-402-005
04-09-301-001

THAT PART OF SECTIONS 8 AND 9, TOWNSHIP 39 NORTH. RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 8 WITH THE CENTER LINE OF ROOSEVELT ROAD (SAID CENTERLINE BEING A LINE 50.0 FEET NORTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID ROAD AS

WIDENED AND RELOCATED BY PLAT OF DEDICATION RECORDED AUGUST 24, 1932 AS DOCUMENT 328847) AND RUNNING THENCE NORTHWESTERLY ON SAID CENTERLINE ON A CURVE 70 THE LEFT HAVING A RADIUS OF 3203.32 FEET, AN ARC DISTANCE OF 552.58 FEET, TO THE SOUTHEAST CORNER OF ADRIAN'S SUBDIVISION (PLAT DOCUMENT R81-48534) THENCE NORTH 00 DEGREES 51 MINUTES EAST ALONG THE EAST LINE OF SAID ADRIAN'S SUBDIVISION AND ALSO PARALLEL WITH THE EAST LINE OF SAID SECTION 491.71 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID ADRIAN'S SUBDIVISION THENCE NORTH 58 DEGREES 38 MINUTES EAST ON SAID LINE 687.95 FEET TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY (FORMALLY PUBLIC SERVICE COMPANY) AS DESCRIBED IN DEED RECORDED SEPTEMBER 23, 1926 AS DOCUMENT 221874; THENCE SOUTH 02 DEGREES 56 MINUTES WEST ON SAID WEST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY 599.35 FEET TO AN ANGLE AND SAID WEST LINE; AND CONTINUING ON SAID WEST LINE SOUTH 05 DEGREES 08 MINUTES WEST 281.11 FEET TO A JOG WEST IN SAID THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTH 89 DEGREES 30 MINUTES WEST 74.0 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 51 MINUTES WEST ON SAID SECTION LINE 274.94 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTHWEST 60 FEET AS MEASURED RADIAL AND NORMAL TO THE CENTERLINE OF ROOSEVELT ROAD TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE 81 ED 18), IN THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS.

9. OLD BUSINESS

- a. Proposed Resolution 2018-2175;
Approving the Concept Plan for 1
Innovation Drive.**

Supporting Materials
Provided Under Separate Cover

12. OTHER BUSINESS

- a. Proposed Resolution 2018-2187;
Resolution Approving a Modification
to the Purchase Agreement dated
January 24, 2018 with Discovery Drive
Investors, LLC.**

**Supporting Materials
Provided Under Separate Cover**