



**BOARD OF COMMISSIONERS
REGULAR MEETING
WEDNESDAY, MAY 20, 2020; 3:00 p.m.**

**DANIEL L. GOODWIN FLIGHT CENTER BUILDING
THIRD 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 #5*
March 18, 2020 Regular Board Meeting
March 13, 2020 Pheasant Run Subcommittee Meeting
April 16, 2020 Pheasant Run Subcommittee Meeting
April 17, 2020 Pheasant Run Subcommittee Meeting
April 23, 2020 Pheasant Run Subcommittee Meeting
April 28, 2020 Pheasant Run Subcommittee Meeting
- 5. DIRECTOR'S REPORT** *TAB #2* *PAGE #26*
- 6. REVIEW OF FINANCIAL STATEMENTS** *TAB #3* *PAGE #30*
- 7. REPORT OF OFFICERS/COMMITTEES**
 - a. Finance, Budget & Audit Committee**
 - b. Capital Development, Leasing & Customer Fees Committee**
 - c. Internal Policy and Compliance Committee**
 - d. Golf Committee**
 - e. DuPage Business Center**

8. NEW BUSINESS

a. Proposed Resolution 2020-2347; Disposal/Destruction of Surplus Personal Property.

Approves the sale of surplus personal property through public internet auction. Items include: 1999 Oshkosh Runway Broom, 1988 Dresser Road Grader, 2008 Hustler Mower, 2003 John Deere Loader, 2006 New Holland Tractor and Mower, 2010 Ford Passenger Van, and 2013 Ford Passenger Van.

FINANCE **TAB #4** **PAGE #44**

b. Proposed Resolution 2020-2348; Authorizing the Execution of a Second Amendment to the Intergovernmental Agreement with the West Chicago Fire Protection District.

Approves a Second Amendment to the Intergovernmental Agreement with the West Chicago Fire Protection District to continue to provide rescue and firefighting services on DuPage Airport.

FINANCE **TAB #5** **PAGE #50**

c. Proposed Resolution 2020-2349; Award of Contract to J&L Excavating, Inc. for Agricultural Drain Tile Repair.

Approves a Contract to install 974 LF of 12" agricultural drain tile. Total authorized construction not-to-exceed \$23,996.50, which includes a 10% owner's contingency.

CAPITAL **TAB #6** **PAGE #62**

d. Proposed Resolution 2020-2350; Award of Contract to Regan Heating, Inc. for HVAC Replacements at Several DuPage Airport Authority Facilities.

Approves a Contract to replace HVAC rooftop units and components at several DAA facilities including: Old Administration Building, N. Hightail Hangar Office, ARFF Station, Hangar E10 Office, and Air Traffic Control Tower Equipment Room. Total authorized construction not-to-exceed \$61,732, which includes a 10% owner's contingency.

CAPITAL **TAB #7** **PAGE #67**

e. Proposed Resolution 2020-2351; Ratification of the Executive Director's 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: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

Ratifies the Executive Director's time-sensitive execution of an Intergovernmental Agreement with IDOT and release of \$378,925 local share participation in the Airport Improvement Program project known as:

Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

CAPITAL

TAB #8

PAGE #72

- f. Proposed Resolution 2020-2352; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.**

Approves a task order in the amount of \$118,019.32 for construction observation related to the Airport Improvement Program project known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment. 75% reimbursement from Federal and State funding anticipated.

CAPITAL

TAB #9

PAGE #76

- g. Proposed Resolution 2020-2353; Authorizing the Execution of a Temporary Construction Easement Between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road.**

Approves a temporary construction easement for telecommunications and internet service to properties along Tower Road.

CAPITAL

TAB #10

PAGE #79

- h. Proposed Resolution 2020-2354; Authorizing the Execution of a Utility Easement Between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road.**

Approves a utility easement for telecommunications and internet service to properties along Tower Road.

CAPITAL

TAB #11

PAGE #98

- i. Proposed Resolution 2020-2355; Authorizing the Execution of an Easement Agreement with Commonwealth Edison Company.**

Approves an easement agreement with the Commonwealth Edison Company for electric service to both 320 and 440 Kress Road Properties.

CAPITAL

TAB #12

PAGE #118

- j. Proposed Resolution 2020-2356; Approving the Concept Plan for Alton Industries Ltd. Group.**

Review and approval of concept plan for a 12-acre parcel of land owned by the Authority located just north of the 12 acres previously purchased by Alton.

CAPITAL

TAB#13

PAGE #137

9. **RECESS TO EXECUTIVE SESSION FOR THE DISCUSSION OF PENDING, PROBABLE OR IMMINENT LITIGATION; EMPLOYEE MATTERS; THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE DUPAGE AIRPORT AUTHORITY; THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE DUPAGE AIRPORT AUTHORITY; AND THE DISCUSSION AND SEMI ANNUAL REVIEW OF LAWFULLY CLOSED EXECUTIVE SESSION MINUTES.**

10. **RECONVENE REGULAR SESSION**

11. **OTHER BUSINESS**

a. **Proposed Resolution 2020-2357; Disclosure of Executive Session Minutes.**

Approves the disclosure of Executive Session Minutes that the Board of Commissioners has determined are no longer necessary to keep confidential.

TAB #14 PAGE #145

12. **ADJOURNMENT**

**DuPAGE AIRPORT AUTHORITY
REGULAR BOARD MEETING
WEDNESDAY, MARCH 18, 2020**

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, Third Floor Conference Room; Wednesday, March 18, 2020. Chairman Davis called the meeting to order at 3:05 p.m. and a quorum was present for the meeting. Chairman Davis advised that Governor Pritzker has now suspended by Executive Order the prohibition under the *Open Meetings Act* for holding public meetings remotely. Chairman Davis stated he is appreciative that everyone was able to join this meeting and appreciative of the Governor waiving the *Open Meetings Act* guidelines allowing all to join the meeting electronically in view of this pandemic.

Commissioners Present: Chavez, Davis, Donnelly, Getz, LaMantia, Ledonne, Posch, Sharp, Wagner. (electronic attendance for all Board Members)

Commissioners Absent: None

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Patrick Hoard, Director of Finance and Prairie Landing Golf Club (electronic attendance); Dan Barna, Operations and Capital Programs Manager; Pamela Miller, Executive Assistant and Board Liaison (electronic attendance).

Others in Attendance: Phil Luetkehans of Luetkehans, Brady, Garner and Armstrong LLC.

Others Attending Remotely:

Shawn Maher, Pritzker Realty Group; Randy Machelski, SmithGroup; Nick Eboli, Lee & Associates; Michael Roach, Alton Industries, Ltd.; Pat Shaner, Midwest Industrial Funds, Inc.; Todd Merrihew, Jacobs-CH2M.

Members of the Press:

None

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Chairman Davis asked for additions or corrections to the minutes of the January 7, 2020 Special Board Meeting and there were none. Commissioner Sharp made a **MOTION** to approve the minutes of the January 7, 2020 Special Board Meeting and Commissioner Ledonne **seconded the motion**. The motion was passed unanimously by roll call vote (9-0).

Chairman Davis asked for additions or corrections to the minutes of the January 15, 2020 Annual and Regular Board Meeting and there were none. Commissioner Posch made a **MOTION** to approve the minutes of the January 15, 2020 Annual and Regular Board Meeting and Commissioner Sharp **seconded the motion**. The motion was passed unanimously by roll call vote (9-0).

DIRECTOR'S REPORT

Executive Director Doles advised that since this meeting is being held as a virtual meeting, presentations planned for Prairie Landing Marketing/Business Initiatives and the Serafin and Associates Update would not occur today and would be moved to a future Board Meeting.

Executive Director Doles stated that with the onset of this Pandemic and the Governor's "Stay at Home" Executive Order, staff has compiled a listing of key operating duties for each department at the Airport Authority, Flight Center and Prairie Landing identifying the departments that need to remain fully operational and considering employees with duties that can be accomplished remotely. Executive Director Doles proceeded to review the following procedures that are being put into place for compliance for the Governor's "Stay at Home" Order: The Airport will remain open 24/7 unless ordered otherwise due to personnel issues or if it becomes a problem for operations. The Air Traffic Control Tower remains fully operational at this time and plans have been reviewed with the Tower Chief in the event the Control Tower would need to be closed down. All managers have been instructed that employees who are ill or become ill must stay home and will be compensated for this sick leave time. The Airport Authority has a limited number of staff that can work remotely from home. All CDC guidelines will be followed giving special attention to the Airport's public areas utilizing Airport staff and the contracted janitorial staff for safety, cleaning, and sterilizing. All new hires for the Airport Authority have been suspended and vacancies will not be replaced at this time. Based upon the Governor's "Stay at Home" Order, Prairie Landing Golf Club, The Grill Room in the clubhouse and the Kitty Hawk Deli located in the Flight Center will be closed until further notice. Banquets and events that have been scheduled at Prairie Landing Golf Club for April have been suspended until April 9th or until further notice. Discussion followed.

REVIEW OF FINANCIAL STATEMENTS

Executive Director Doles provided a review of the Financial Statements for February 2020 and discussion followed.

REPORT OF COMMITTEES

Internal Policy and Compliance Committee:

Commissioner LaMantia advised the Internal Policy and Compliance Committee did not meet and no report was given.

Finance, Budget, and Audit Committee:

Commissioner Ledonne reported the Finance, Budget and Audit Committee did not meet. He advised that later in the meeting the Ordinance for Abatement of the 2019 property tax levy will be addressed. Discussion followed and Commissioner Ledonne asked that staff put together a sample “stress test” for the 2020 Budget and Appropriations for discussion at the next Finance Committee Meeting.

Golf Committee:

Commissioner Donnelly stated that the Golf Committee did not meet.

Capital Development, Leasing and Customer Fees:

Commissioner Wagner advised the Committee did not meet.

DuPage Business Center:

No report given.

OLD BUSINESS

None

Commissioner LaMantia stated that Resolutions 2020-2338 and 2020-2339, Agenda Items (q.) and (r.), will be pulled from today’s agenda as information is not available for discussion of these topics. These items will not be read into the record and will not be discussed or acted upon. Commissioner LaMantia continued that Agenda Item (w.) will be moved from the *New Business* portion to the *Other Business* portion of the agenda to allow for discussion in the Executive Session prior to consideration for passage.

NEW BUSINESS

Proposed Resolution 2020-2323; Award of Contract to JRC Enterprises LLC d/b/a Signarama West Chicago for the Prairie Landing Golf Club Monument Sign.

Approves a contract to install a monument sign with electronic message centers at the Prairie Landing Golf Club entrance.

Executive Director Doles read into the record Proposed Resolution 2020-2323. A **MOTION** was made by Commissioner Donnelly to approve Proposed Resolution 2020-2323; Award of Contract to JRC Enterprises LLC d./b/a Signarama West Chicago for the Prairie Landing Golf Club Monument Sign. The **motion was seconded** by Commissioner LaMantia. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2324; Award of Contract to Precision Quality Contractors, Inc. for Prairie Landing Golf Club Banquet and Toilet Room Renovations.

Approves a contract for flooring, painting, and toilet room renovations at the Prairie Landing Clubhouse Banquet Facility. Total construction cost not-to-exceed \$153,670 which includes a 10% owner’s contingency.

Executive Director Doles read into the record Proposed Resolution 2020-2324. A **MOTION** was made by Commissioner Donnelly to approve Proposed Resolution 2020-

2324; Award of Contract to Precision Quality Contractors, Inc. for Prairie Landing Golf Club Banquet and Toilet Room Renovations. The **motion was seconded** by Commissioner LaMantia. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2325; Award of Contract to J.W. Turf, Inc. for the Procurement of Eight (8) Walk-Behind Greens Mowers.

Approves a contract to procure eight (8) John Deere 220SL Walking Greens Mowers. Total cost \$72,880.86 F.O.B. Prairie Landing Golf Club.

Executive Director Doles read into the record Proposed Resolution 2020-2325. A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2020-2325; Award of Contract to J.W. Turf, Inc. for the Procurement of Eight (8) Walk-Behind Greens Mowers. The **motion was seconded** by Commissioner Donnelly and there was no further discussion. The motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2326; Award of Contract to Burris Equipment Company for the Procurement of One (1) AWD Rough/Trim Mower.

Approves a contract to procure one (1) Jacobsen AR331 mower total cost \$30,170 F.O.B. Prairie Landing Golf Club.

Executive Director Doles read into the record Proposed Resolution 2020-2326. A **MOTION** was made by Commissioner Donnelly to approve Proposed Resolution 2020-2326; Award of Contract to Burris Equipment Company for the Procurement of One (1) AWD Rough/Trim Mower. The **motion was seconded** by Commissioner Wagner. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2327; Award of Contract to J.W. Turf, Inc. for the Procurement of One (1) 4WD Golf Utility Vehicle.

Approves a contract to procure one (1) John Deere Pro Gator 2030 A golf utility vehicle. Total cost \$26,121.80 F.O.B. Prairie Landing Golf Club.

Executive Director Doles read into the record Proposed Resolution 2020-2327. A **MOTION** was made by Commissioner Donnelly to approve Proposed Resolution 2020-2327; Award of Contract to J.W. Turf, Inc. for the Procurement of One (1) 4WD Golf Utility Vehicle. The **motion was seconded** by Commissioner Posch. There was no further discussion and the motion was passed by roll call vote (9-0).

Proposed Ordinance 2020-345; An Ordinance Abating Levy of Tax Authorized by Ordinance 2019-338; An Ordinance of the DuPage Airport Authority Levying Taxes for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2020-345; An Ordinance Abating Levy of Tax Authorized by Ordinance 2019-338; An Ordinance of the DuPage Airport Authority Levying Taxes for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019. The **motion was seconded** by Commissioner Sharp. Discussion followed and the motion was passed by roll call vote (9-0).

Resolution 2020-2328; Authorizing the Procurement of Two (2) 2020 Passenger Vans from the State of Illinois Joint Purchasing Contract.

Approves a contract to procure two (2) 2020 Ford Transit T-150 8-passenger wagons. Total cost \$59,732 F.O.B. DuPage Airport.

Executive Director Doles read into the record Proposed Resolution 2020-2328. A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2020-2328; Authorizing the Procurement of Two (2) 2020 Passenger Vans from the State of Illinois Joint Purchasing Contract. The **motion was seconded** by Commissioner LaMantia. There was no further discussion and the motion was passed by roll call vote (9-0).

Proposed Resolution 2020-2329; Award of Contract to West Side Tractor Sales for the Procurement of One (1) AWD Articulated Road Grader.

Approves a contract to procure one (1) John Deere 672G road grader. Total cost \$286,979.41 F.O.B. DuPage Airport.

Executive Director Doles read into the record Proposed Resolution 2020-2329. A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2020-2329; Award of Contract to West Side Tractor Sales for the Procurement of One (1) AWD Articulated Road Grader. The **motion was seconded** by Commissioner LaMantia. There was no further discussion and the motion was passed by roll call vote (9-0).

Proposed Resolution 2020-2330; Award of Contract to AHW LLC for the Procurement of One (1) 280HP 4WD Tractor.

Approves a contract to procure one (1) John Deere 8R280 tractor. Total cost \$254,000 F.O.B. DuPage Airport.

Executive Director Doles read into the record Proposed Resolution 2020-2330. A **MOTION** was made by Commissioner Wagner to approve Proposed Resolution 2020-2330; Award of Contract to AHW LLC for the Procurement of One (1) 280HP 4WD Tractor. The **motion was seconded** by Commissioner Posch. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2331; Award of Contract to German Bliss Equipment Inc. for the Procurement of One (1) 42' Flexible Wing Rotary Mower.

Approves a contract to procure one (1) Schulte FX-742 flexible wing rotary mower. Total cost \$81,755 F.O.B. DuPage Airport.

Executive Director Doles read into the record Proposed Resolution 2020-2331. A **MOTION** was made by Commissioner Donnelly to approve Proposed Resolution 2020-2331; Award of Contract to German Bliss Equipment Inc. for the Procurement of One (1) 42" Flexible Wing Rotary Mower. The **motion was seconded** by Commissioner Wagner. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2332; Award of Contract to Sargents Equipment & Repair Service, Inc. for the Procurement of One (1) Rubber Tire End Loader.

Approves a contract to procure one (1) Doosan DL300-5K rubber tire end loader. Total cost \$208,895.81 F.O.B. DuPage Airport.

Executive Director Doles read into the record Proposed Resolution 2020-2332. A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2020-2332; Award of Contract to Sargents Equipment & Repair Service, Inc for the Procurement of One (1) Rubber Tire End Loader. The **motion was seconded** by Commissioner Ledonne. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2333; Award of Contract to Cherry Valley Landscape Center for the Procurement of One (1) Zero-Turn Lawn Mower.

Approves a contract to procure one (1) Hustler Super Turf 104 zero-turn lawn mower. Total cost \$22,499 F.O.B. DuPage Airport.

Executive Director Doles read into the record Proposed Resolution 2020-2333. A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2020-2333; Award of Contract to Cherry Valley Landscape Center for the Procurement of One (1) Zero-Turn Lawn Mower. The **motion was seconded** by Commissioner Chavez. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2334; Award of Contract to Smart Manufacturing, Inc. to Update Liquid Dispensing Equipment and Controls on the 1993 Batts 2000 De-Icer Truck.

Approves a contract to update liquid dispensing equipment and controls on an existing runway deicing truck. Truck cost \$41,587 F.O.B. DuPage Airport.

Executive Director Doles read into the record Proposed Resolution 2020-2334. A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2020-2334; Award of Contract to Smart Manufacturing, Inc. to Update Liquid Dispensing Equipment and Controls on the 1993 Batts 200 De-Icer Truck. The **motion was seconded** by Commissioner Posch. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2335; Award of Contract to M-B Companies, Inc. for the Procurement of One (1) Airport Snow Blower.

Approves a contract to procure one (1) MB4 Front Mount Snow Blower and Chassis. Total cost \$593,314 F.O.B. DuPage Airport.

Executive Director Doles read into the record Proposed Resolution 2020-2335. A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2020-2335; Award of Contract to M-B Companies, Inc. for the Procurement of One (1) Airport Snow Blower. The **motion was seconded** by Commissioner Donnelly. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2336; Authorizing the Appointment of an Illinois Municipal Retirement Fund Authorized Agent for the DuPage Airport Authority.

Executive Director Doles read into the record Proposed Resolution 2020-2336. A **MOTION** was made by Commissioner Chavez to approve Proposed Resolution 2020-2336; Authorizing the Appointment of an Illinois Municipal Retirement Fund Authorized Agent for the DuPage Airport Authority. The **motion was seconded** by

Commissioner LaMantia. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2337; Authorizing the Execution of Design Phase Task Order No. 32 with CH2M for the Project: DuPage Airport Maintenance Building Expansion.

Approves a design phase task order for the development of bidding plans and specifications for a 150' addition to the Airport maintenance building. Not-to-exceed fee of \$218,587.91.

Executive Director Doles read into the record Proposed Resolution 2020-2337. A **MOTION** was made by Commissioner Wagner to approve Proposed Resolution 2020-2337; Authorizing the Execution of Design Phase Task Order No. 32 with CH2M for the Project: DuPage Airport Maintenance Building Expansion. The **motion was seconded** by Commissioner Posch. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2338; Authorizing the Execution of a Temporary Construction Easement Between the DuPage Airport Authority and AT&T for the Property Located at 32W611 Tower Road.

Provides a Temporary Construction Easement to AT&T for the installation of fiber to property owned by the DAA located at 32W611 Tower Road. (Planemasters).

This Resolution was pulled from the meeting agenda with no discussion or action.

Proposed Resolution 2020-2339; Authorizing the Execution of a Utility Easement Between the DuPage Airport Authority and AT&T for the Property Located at 32W611 Tower Road.

Provides a Utility Easement to AT&T for the installation of fiber to property owned by the DAA located at 32W611 Tower Road. (Planemasters).

This Resolution was pulled from the meeting agenda with no discussion or action.

Proposed Resolution 2020-2340; Ratifying the Executive Director's Execution of a Three-Year Office Lease with Richard Goettle, Inc.

Ratifies the Executive Director's execution of a three-year Office Lease with Richard Goettle, Inc. for 2,329 SF of space on the 3rd floor of the DuPage Flight Center.

Executive Director Doles read into the record Proposed Resolution 2020-2340.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2020-2340; Ratifying the Executive Director's Execution of a Three-Year Office Lease with Richard Goettle, Inc. The **motion was seconded** by Commissioner Wagner.

Executive Director Doles advised Goettle is a current tenant and has asked to expand their current space utilized to accommodate additional employees. Discussion followed and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2341; Approving Amendments to the Development Plan for Seefried Industrial Properties, Inc.

Approves Amendments to Development Plan for Seefried Industrial Properties, Inc. including a requested sign deviation from the Minimum Design Standards.

Executive Director Doles read into the record Proposed Resolution 2020-2341. Attorney Luetkehans advised he provided an amended redlined version of this proposed resolution prior to the meeting for the Board's review. Commissioners all received and reviewed this amended resolution prior to the meeting. A **MOTION** was made by Commissioner Wagner to approve the revised Proposed Resolution 2020-2341; Approving Amendments to the Development Plan for Seefried Industrial Properties, Inc. The **motion was seconded** by Commissioner Sharp. The motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2342; Approving the Final Development Plan of Enterprise West Chicago LLC.

Approves Development Plan for Enterprise West Chicago, LLC.

Executive Director Doles read into the record Proposed Resolution 2020-2342. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2020-2342; Approving the Final Development Plan of Enterprise West Chicago LLC. The **motion was seconded** by Commissioner Chavez. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2343; Approving Sign Modifications to the Development Plan for 805 Discovery Drive.

Approves sign modifications to the Development Plan for 805 Discovery Drive.

Executive Director Doles read into the record Proposed Resolution 2020-2343. A **MOTION** was made by Commissioner Wagner to approve Proposed Resolution 2020-2343; Approving Sign Modifications to the Development Plan for 805 Discovery Drive. The **motion was seconded** by Commissioner LaMantia. Discussion followed and the motion was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2344; Approving the Execution of a Vacant Land Purchase Agreement with Alton Industries Ltd. Group.

Authorized the execution of the sale of approximately 12.5 acres in the DuPage Business Center to Alton Industries Ltd. Group for a price of \$4.12 per square foot.

This Proposed Resolution was moved to the *Other Business* portion of the Agenda for discussion in Executive Session.

Proposed Resolution 2020-2345; Approving Amendments to the Development Plan for Midwest Industrial Funds, Inc.

Approves Amendments to Development Plan for Midwest Industrial Funds, Inc. including signage and a requested deviation from the Minimum Design Standards related to a trash enclosure.

Executive Director Doles read into the record Proposed Resolution 2020-2345. A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution

2020-2345; Approving Amendments to the Development Plan for Midwest Industrial Funds, Inc. The **motion was seconded** by Commissioner Ledonne. Discussion followed and the motion was unanimously passed by roll call vote (9-0).

RECESS TO EXECUTIVE SESSION

A **MOTION** was made by Commissioner LaMantia to recess to Executive Session for the discussion of the purchase or lease of real property for the use of the DuPage Airport Authority; and the setting of a price for sale or lease of property owned by the DuPage Airport Authority. The **motion was seconded** by Commissioner Chavez and was passed unanimously by roll call vote (9-0). The Regular Meeting was recessed to Executive Session at 4:20 p.m. was reconvened at 5:04 p.m. Upon roll call, a quorum was present for the remainder of the Regular Board Meeting.

OTHER BUSINESS

Proposed Resolution 2020-2344; Approving the Execution of a Vacant Land Purchase Agreement with Alton Industries Ltd. Group.

Authorized the execution of the sale of approximately 12.5 acres in the DuPage Business Center to Alton Industries Ltd. Group for a price of \$4.12 per square foot.

Executive Director Doles read into the record Proposed Resolution 2020-2344.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2020-2344; Approving the Execution of a Vacant Land Purchase Agreement with Alton Industries Ltd. Group. The **motion was seconded** by Commissioner Chavez. There was no further discussion and the motion as was unanimously passed by roll call vote (9-0).

Proposed Resolution 2020-2346; Authorizing the Execution of an Agreement with Lakeshore Recycling Systems LLC and Oscar, LLC Regarding a Proposed Municipal Waste and Hydro Excavation Water Transfer Facility.

Executive Director Doles read into the record Proposed Resolution 2020-2346. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2020-2346; Authorizing the Execution of an Agreement with Lakeshore Recycling Systems LLC and Oscar, LLC Regarding a Proposed Municipal Waste and Hydro Excavation Water Transfer Facility. The **motion was seconded** by Commissioner Chavez. There was no further discussion and the motion was unanimously passed by roll call vote (9-0).

A **MOTION** was made by Commissioner Sharp to adjourn the Regular Meeting of the DuPage Airport Authority Board of Commissioners. The **motion was seconded** by Commissioner Posch and was passed unanimously by voice vote; the meeting was adjourned at 5:10 p.m.

Stephen L. Davis, Chairman

(ATTEST)

Donald C. Sharp, Secretary

**DUPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS**

**SPECIAL MEETING
PHEASANT RUN SUBCOMMITTEE
Friday, March 13, 2020**

A Meeting of the Special Pheasant Run Subcommittee of the Board of Commissioners of the DuPage Airport Authority convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, Second Floor Conference Room on Friday, March 13, 2020. Committee Chairman Getz called the meeting to order at 8:00 a.m. and a quorum was present for the meeting.

Commissioners Present: Getz, Sharp

Commissioners Absent: Chavez

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Pamela Miller, Executive Assistant and Board Liaison.

Others in Attendance: Phil Luetkehans, Luetkehans, Brady, Garner & Armstrong LLC.;

Members of the Press:

None

NEW BUSINESS

Discussion of Options Regarding the Use and/or Disposition of Property

Attorney Luetkehans advised that approximately 2 ½ years ago, the Airport Authority purchased usable acreage of the Pheasant Run Golf Course and advised the driving range at Pheasant Run was already owned by the Airport Authority. Discussion occurred relating to reasons for purchasing the golf course acreage at that time. Attorney Luetkehans advised a Public Auction for the sale of the Pheasant Run Resort was held. However, the offer of \$6 million received at the public auction did not meet the established reserve price. He continued to review potential existing contracts and discussion followed regarding easements that would possibly be necessary, the current drainage issues and wetlands at the driving range and resort area, and the existing jurisdictional issues with the driving range and the golf course area. Discussion followed. Attorney Luetkehans continued that under the current lease agreement, in effect until October 2020, Pheasant Run Resort Owners remain responsible for maintenance of the golf course and driving range areas. Attorney Luetkehans then recommended continued discussion regarding the Pheasant Run Property be conducted in Executive Session.

RECESS TO EXECUTIVE SESSION

A **MOTION** was made by Commissioner Sharp to recess to Executive Session for the discussion of the purchase or lease of real property for the use of the DuPage Airport Authority; and the setting of a price for sale or lease of property owned by the DuPage Airport Authority. The **motion was seconded** by Commissioner Getz and was passed unanimously by roll call vote (2-0). The Special Subcommittee Meeting was recessed to Executive Session at 8:30 a.m. and was reconvened at 9:02 a.m. Upon roll call, a quorum was present for the remainder of the Special Subcommittee Meeting.

Chairman Getz asked that staff formulate for the Subcommittee a plan to proceed with the sale of the Pheasant Run Property. He recommended that a listing of brokerage firms be formulated to provide information and to assist the Airport Authority with developing and conducting the development process for this property. Commissioner Getz asked members to consider a date and time for the next subcommittee meeting and all agreed a date would be determined for late April.

A **MOTION** was made by Commissioner Sharp to adjourn the Special Meeting of the Pheasant Run Committee. The motion was seconded by Commissioner Getz and **was passed** unanimously by voice vote; the meeting was adjourned at 9:20 a.m.

Herbert A. Getz
Subcommittee Chairman

**DUPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS**

**SPECIAL MEETING
PHEASANT RUN SUBCOMMITTEE
Thursday, April 16, 2020**

A Meeting of the Special Pheasant Run Subcommittee of the DuPage Airport Authority Board of Commissioners convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, Second Floor Conference Room on Thursday, April 16, 2020. Subcommittee Chairman Getz called the meeting to order at 3:31 p.m. and a quorum was present for the meeting. This committee meeting was held as a virtual meeting due to COVID-19 Pandemic and social distancing requirements.

Commissioners Present: Chavez, Getz, Sharp

(All committee members joined the meeting via teleconference call).

Commissioners Absent: None

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Daniel J. Barna, Operations and Capital Programs Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others in Attendance: Phil Luetkehans, Luetkehans, Brady, Garner & Armstrong LLC.; John Whitehead, NAI Hiffman; Mark Moran, NAI Hiffman.

Members of the Press:

None

NEW BUSINESS

Discussion of Options Regarding the Use and/or Disposition of Property

Executive Director Doles introduced representatives from NAI Hiffman; John Whitehead and Mark Moran. They expressed their appreciation for the opportunity to address the Subcommittee with NAI Hiffman's recommendations. Their presentation included the following discussion items regarding how to determine the value of the property and how to approach marketing the site:

- Addressing the investigation process including civil engineering/geotechnical/Army Corps studies; annexations/zoning/municipalities and boundary issues; environmental reporting to determine potential buyer's risks; incentives;
- Site Plans: conceptual site plans showing developable areas, access roads, utility access and easements, detention, and costs for necessary infrastructure, timeframe for due diligence either done up front by the Airport Authority or left to the potential buyer.

- After these areas have been addressed and information becomes available it can be determined how best to market the site. Discussed how the COVID 19 pandemic might affect the market and what the appetite of developers and business community will be at that time.

Discussion continued and Subcommittee Chairman Getz asked that NAI Hiffman provide written comments laying out their specific recommendations. Attorney Luetkehans asked that they also include what their recommendations and timeline might be assuming the Airport Authority could complete all preliminary due diligence within an estimated 60-day period. He related that the Airport Authority would be faced with an issue of maintenance in the fall along with tax issues. Discussion continued and NIA Hiffman representatives disconnected from the virtual meeting at 4:05 p.m.

The Subcommittee continued to review their projections for this process and the level of work that needs to be accomplished as part of the due diligence. Discussion followed.

Attorney Luetkehans advised the next Subcommittee meeting is scheduled for Friday, April 17 with a presentation from the firm JLL.

A **MOTION** was made by Commissioner Sharp to adjourn the Special Meeting of the Pheasant Run Subcommittee. The motion was seconded by Commissioner Getz and **was passed** unanimously by voice vote; the meeting was adjourned at 4:26 p.m.

Herbert A. Getz
Subcommittee Chairman

**DUPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS**

**SPECIAL MEETING
PHEASANT RUN SUBCOMMITTEE
Friday, April 17, 2020**

A Meeting of the Special Pheasant Run Subcommittee of the DuPage Airport Authority Board of Commissioners convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, Second Floor Conference Room on Friday, April 17, 2020. Subcommittee Chairman Getz called the meeting to order at 8:04 a.m. and a quorum was present for the meeting. This subcommittee meeting was held as a virtual meeting due to COVID-19 Pandemic and social distancing restrictions.

Commissioners Present: Chavez, Getz, Sharp
(All subcommittee members joined the meeting virtually).

Commissioners Absent: None

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Daniel J. Barna, Operations and Capital Programs Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others in Attendance: Phil Luetkehans, Luetkehans, Brady, Garner & Armstrong LLC.; Dominic Carbonari, JLL; Chad Buch, JLL; Kate Coxworth, JLL; Sean Devaney, JLL; Frank Griffin, JLL. (All JLL staff attended virtually)

Members of the Press:
None

NEW BUSINESS

Discussion of Options Regarding the Use and/or Disposition of Property

Executive Director Doles stated this is the second meeting for the subcommittee's fact-finding mission looking at the 94-acre parcel at Pheasant Run; a majority of the golf course and the driving range. The Subcommittee has been reaching out to specialists within the real estate community to hear various viewpoints on current and future market conditions. Executive Director Doles introduced representatives from the firm JLL and invited them to begin their presentation.

JLL Presentation:

Dominic Carbonari introduced the JLL Team and thanked the Subcommittee for the opportunity to present their thoughts on current market positions and how the Airport Authority could best manage this property for the future.

The following topics were discussed:

- Scenarios to determine the best outcome for meeting the Airport Authority's goals for selling property: to sell "as-is" contingent upon the needed approvals or self-develop with a contingent sale; a joint venture; a ground lease.
- Reviewed JLL's understanding of the Property at Pheasant Run and the Airport Authority's goals to control what can or cannot be developed adjacent to the Airport property; the highest and best use; the known obstacles to be addressed; and jurisdictional challenges.
- Current market for Fox Valley area; market capabilities generally for the property and timelines.

In summary JLL recommended the Airport authority engage with a land planner, architect, and/or civil engineers to look at alternative plans to best meet the criteria for the Airport and future industrial development on this site. JLL's position for an immediate sale is, if the current offer is agreeable to the Airport Authority and can be negotiated and executed in an acceptable timeline, the Airport Authority should pursue the existing opportunity. JLL would like to explore with the Airport Authority a consulting and advisory role. If this property is taken to market relating to the scenarios discussed with an agreed upon timeline meeting all needs, it would be important to manage all conversations between the municipalities and maintain control over the process. The Airport Authority would need to understand what the maintenance costs will be and develop a plan to manage those costs. Ground lease options were reviewed, and JLL believes ground lease scenarios will limit the overall interest in the project and will have a direct negative correlation to pricing and transactional efficiency.

Discussion followed and Subcommittee Chairman Getz asked Mr. Carbonari to provide written comments outlining specifically their recommendations and also include questions the Airport Authority should be prepared to answer from potential buyers when the property goes to market. JLL disconnected from the meeting at 9:05 a.m.

The Subcommittee continued to review the various scenarios from the presentations heard to this point and discussed the next steps to be completed by the Airport Authority to get this process underway.

Attorney Luetkehans advised meetings will be held next week; Tuesday, April 22 with CB Richard Ellis and Wednesday, April 23 with Colliers. These meeting dates and times will be confirmed with the Subcommittee.

A **MOTION** was made by Commissioner Chavez to adjourn the Special Meeting of the Pheasant Run Subcommittee. The motion was seconded by Commissioner Sharp and **was passed** unanimously by voice vote; the meeting was adjourned at 9:19 a.m.

Herbert A. Getz
Subcommittee Chairman

**DUPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS**

**SPECIAL MEETING
PHEASANT RUN SUBCOMMITTEE
Thursday, April 23, 2020**

A Meeting of the Special Pheasant Run Subcommittee of the DuPage Airport Authority Board of Commissioners convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, Second Floor Conference Room on Thursday, April 23, 2020. Subcommittee Chairman Getz called the meeting to order at 3:35 p.m. and a quorum was present for the meeting. This committee meeting was held as a virtual meeting due to COVID-19 Pandemic and social distancing requirements.

Commissioners Present: Getz, Sharp

(All committee members joined the meeting virtually).

Commissioners Absent: Chavez

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Daniel J. Barna, Operations and Capital Programs Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others in Attendance: Phil Luetkehans, Luetkehans, Brady, Garner & Armstrong LLC.; Charles Canale, Colliers; Anne Dempsey, Colliers; Katalinia Villalpardo, Colliers; Kevin O'Donnell, O'Donnell Commercial; Meredith Klug, O'Donnell Commercial.

Members of the Press:

Lauren Rohr, Reporter with the *Daily Herald*

NEW BUSINESS

Discussion of Options Regarding the Use and/or Disposition of Property

Executive Director Doles introduced the DuPage Airport Authority staff present at the meeting and thanked the team from Colliers and O'Donnell Commercial for their participation. Executive Director Doles stated this is one of several meetings being held with brokerage firms and real estate professionals to discuss the best options for divestiture of the Pheasant Run property owned by the Airport Authority; 94 acres consisting of the majority of the golf course plus the driving range. He invited the Colliers Team to begin their presentation.

Colliers and O'Donnell Commercial Presentation

Charles Canale thanked the Airport Authority for the opportunity to talk about the property, how to maximize the value of this site, best use of the site and how to begin this process. Mr. Canale reviewed the team's experience and how this would be valuable to expedite the process.

The presentation included the following topics:

- Additional Value-Add Services that can be offered by Colliers.
- Overview of the Pheasant Run Property and surrounding market areas; Chicago Metro and Fox Valley markets.
- Recent development at the DuPage Business Center.
- Unique nature of the property and related issues to be addressed.
- Evaluation of the property has established Pheasant Run as a property which might allow for the use of the Managed Sale Process. Reviewed this process and how it can be utilized, the advantages, timeline and potential buyers utilizing this process.
- Marketing initiatives that can be undertaken utilizing the Managed Sale Process were discussed and various case studies were reviewed.
- Types of users and potential purchasers for this site.
- Maximizing the sale price and the potential property values as it relates to the current market considering the Coronavirus Pandemic.

Discussion followed. Subcommittee Chairman Getz asked the Colliers Team to provide follow up information, specific comments, and recommendations in writing for the benefit of the Subcommittee and staff. He asked them to include how much preliminary work they would suggest the Airport Authority have completed before going into the managed sale process, explain specifically how these services work, and include a proposed building concept as discussed in the presentation.

The Colliers Team disconnected from the meeting at 4:44 p.m.

Attorney Luetkehans stated that the next Subcommittee Meeting will be scheduled for Tuesday, April 28 at 3:30 p.m., pending confirmation from Sean Maher with Pritzker Realty. Mr. Maher will share with the Subcommittee his views and ideas regarding the development of this property.

A **MOTION** was made by Commissioner Getz to adjourn the Special Meeting of the Pheasant Run Subcommittee. The motion was seconded by Commissioner Sharp and **was passed** unanimously by voice vote; the meeting was adjourned at 4:58 p.m.

Herbert A. Getz
Subcommittee Chairman

**DUPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS**

**SPECIAL MEETING
PHEASANT RUN SUBCOMMITTEE
Tuesday, April 28, 2020**

A Meeting of the Special Pheasant Run Subcommittee of the DuPage Airport Authority Board of Commissioners convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, Second Floor Conference Room on Tuesday, April 28, 2020. Subcommittee Chairman Getz called the meeting to order at 3:36 p.m. and a quorum was present for the meeting. This committee meeting was held as a virtual meeting due to COVID-19 Pandemic and social distancing requirements.

Commissioners Present: Chavez, Getz, Sharp
(All committee members joined the meeting virtually).

Commissioners Absent: None

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Pamela Miller, Executive Assistant and Board Liaison.

Others in Attendance: Phil Luetkehans, Luetkehans, Brady, Garner & Armstrong LLC.; Sean Maher, Pritzker Realty Group. (All participants attended the meeting virtually).

Members of the Press:
None

NEW BUSINESS

Discussion of Options Regarding the Use and/or Disposition of Property

Executive Director Doles introduced the Airport Authority staff present at the meeting and expressed his appreciation to Sean Maher of the Pritzker Realty Group for sharing with the Subcommittee his opinions and for providing an outside look at the Pheasant Run property. Executive Director Doles added this is one of several meetings that have been held with brokerage firms and real estate professionals to discuss the best options for divestiture of this property owned by DuPage Airport Authority; 94 acres consisting of the majority of the Golf Course plus the driving range.

Mr. Maher stated that he is generally familiar with the Pheasant Run property and understands the intent to sell this property. Mr. Maher advised that Pritzker Realty Group has no interest in making an offer on the Pheasant Run Property and is not planning to steer this conversation with the Subcommittee in any way toward Pritzker. He advised of his readiness to help the Airport Authority to maximize profits and to divest this property as soon as possible.

Discussion occurred regarding the following topics:

- Water detention issues; six (6) water features on the property feeding to the middle and south which will require some type of civil engineered detention. If underground utilities are required, it is quite costly, and it would affect the price of the land. Remove a lot of the unknowns and determine the engineering requirements and estimated costs to be expended by Airport Authority.
- Boundary and Municipality issues and the potential for disconnection from the City of St. Charles.
- Entitlement process: Determining the options for best developing the property and the potential market values for each option for development. Other than a straight disposition, the property also lends itself well to an industrial park similar to the DuPage Business Center. To maximize the property in this way would require the parcels to be carved out to support multiple buildings and to establish pricing for each.
- Effects of the Coronavirus on potential markets and developers and for pricing.

Discussion continued and Sean Maher of Pritzker Realty departed the meeting at 4:02 p.m.

Subcommittee continued their discussion, comparing information received from presentations made by JLL, Colliers and NIA Hiffman. It was the consensus of the Subcommittee that it would be in the best interest of the Airport Authority to divest itself of this property as a whole without going through the process of breaking into multiple parcels. Subcommittee Chairman Getz suggested this recommendation be made to the full Board, outlining the investment required for contracting with a brokerage firm to assist with this process. The subcommittee will defer to staff's judgement for the process to select a firm. Discussion followed regarding the Subcommittee's direction for the next steps to be undertaken to expedite this process.

A **MOTION** was made by Commissioner Chavez to adjourn the Special Meeting of the Pheasant Run Subcommittee. The motion was seconded by Commissioner Sharp and **was passed** unanimously by voice vote; the meeting was adjourned at 4:20 p.m.

Herbert A. Getz
Subcommittee Chairman



UL FACE AIRPORT AUTHORITY

MONTHLY FINANCIAL

March 2020

	Mar '20	Mar '19	Feb '20	Feb '19	vs. 19	Per cent change	YTD 2020	TC 2020	vs. 19	Percent change
FINANCIAL										
Income	2,752,066	7,144,000	5,154,000	6,633,000	(1,479,000)	-22.3%	4,219,214	13,831,000	(9,611,786)	-70.0%
Operating Expenses	8,221,600	4,075,000	2,152,000	1,745,000	2,430,000	139.5%	50,147,477	11,273,000	38,874,477	345.0%

Loss	3,000,534	3,071,000	2,502,000	1,745,000	1,257,000	72.1%	1,598,747	3,000,000	15,167,477	505.6%
Operating Ratio	61.2%	175.5%	116.1%	105.8%	10.3%	9.7%	83.3%	107.7%	73.1%	-33.4%

REGIOAL IMPACT

TO LOCAL SERVICE	Mar 20	Mar 19	Feb 20	Feb 19	vs. 19	Per cent change	YTD 2020	TC 2020	vs. 19	Percent change
Dual Airport	6,210,099	1,730,000	1,057,000	1,400,000	(343,000)	-24.5%	2,473,437	4,730,000	(2,256,563)	-47.7%
Palmdale	5,193,051	3,000,000	1,700,000	2,000,000	(300,000)	-15.0%	1,432,000	2,200,000	(768,000)	-34.9%
Aurora	4,030,055	2,000,000	1,000,000	2,000,000	(1,000,000)	-50.0%	1,030,000	3,000,000	(1,970,000)	-65.7%
Van Nuys	2,730,466	1,000,000	500,000	700,000	(200,000)	-28.6%	590,000	8,000,000	(7,410,000)	-92.6%
State of California	1,230,346	3,000,000	1,300,000	3,000,000	(1,700,000)	-56.7%	40,270,000	4,000,000	36,270,000	906.8%
Federal Aviation Administration	3,520,170	1,000,000	1,050,000	900,000	150,000	16.7%	3,330,311	8,000,000	(4,669,689)	-58.3%
Department of Transportation	3,330,311	2,000,000	1,050,000	700,000	350,000	50.0%	7,150,000	4,000,000	3,150,000	78.8%

OPERATIONAL SERVICE

Dual Airport	3,500,570	1,000,000	500,000	1,000,000	(500,000)	-50.0%	1,590,000	3,000,000	(1,410,000)	-47.0%
Palmdale	1,800,060	1,000,000	500,000	700,000	(200,000)	-28.6%	3,370,000	2,000,000	1,370,000	68.5%
Aurora	2,400,190	1,000,000	500,000	1,000,000	(500,000)	-50.0%	1,800,000	6,000,000	(4,200,000)	-70.0%
Van Nuys	1,100,190	1,000,000	500,000	700,000	(400,000)	-57.1%	2,290,000	2,000,000	290,000	14.5%
State of California	3,600,180	3,000,000	1,800,000	3,000,000	(1,200,000)	-40.0%	7,190,000	5,100,000	2,090,000	41.0%
Federal Aviation Administration	3,400,130	1,000,000	500,000	1,000,000	(500,000)	-50.0%	2,120,000	9,000,000	(6,880,000)	-76.4%
Department of Transportation	1,500,120	1,000,000	500,000	900,000	(400,000)	-44.4%	3,180,000	3,200,000	(20,000)	-0.6%

FINANCIAL STATEMENTS

Operating Expenses	8,221,600	4,075,000	2,152,000	1,745,000	2,430,000	139.5%	50,147,477	11,273,000	38,874,477	345.0%
Administrative Expenses	1,300,470	1,100,000	500,000	1,100,000	(200,000)	-18.2%	11,160,000	1,400,000	9,760,000	697.1%
Operating Expenses	6,921,130	2,975,000	1,652,000	645,000	2,330,000	361.2%	38,987,477	9,873,000	29,114,477	294.8%
Operating Ratio	61.2%	175.5%	116.1%	105.8%	10.3%	9.7%	83.3%	107.7%	73.1%	-33.4%
Loss	3,000,534	3,071,000	2,502,000	1,745,000	1,257,000	72.1%	1,598,747	3,000,000	15,167,477	505.6%
Operating Ratio	61.2%	175.5%	116.1%	105.8%	10.3%	9.7%	83.3%	107.7%	73.1%	-33.4%



MONTHLY STATISTICS

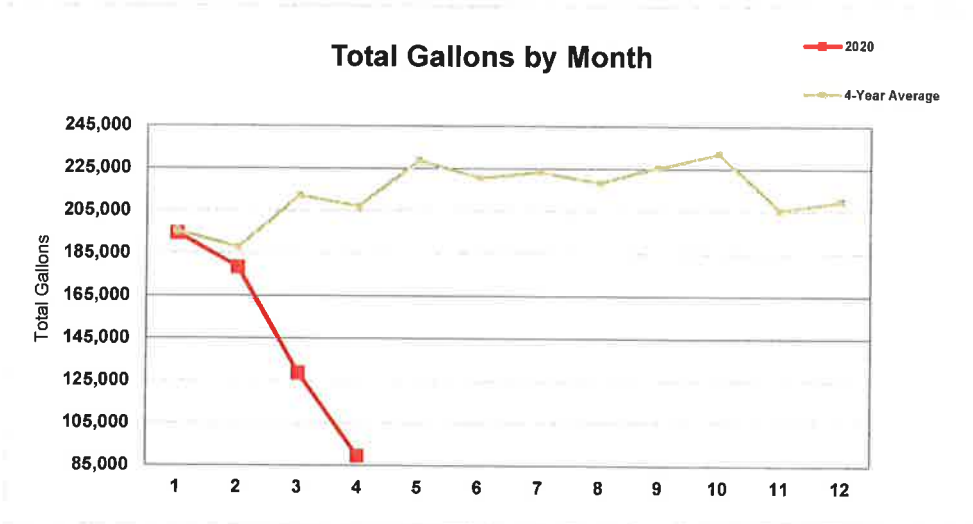
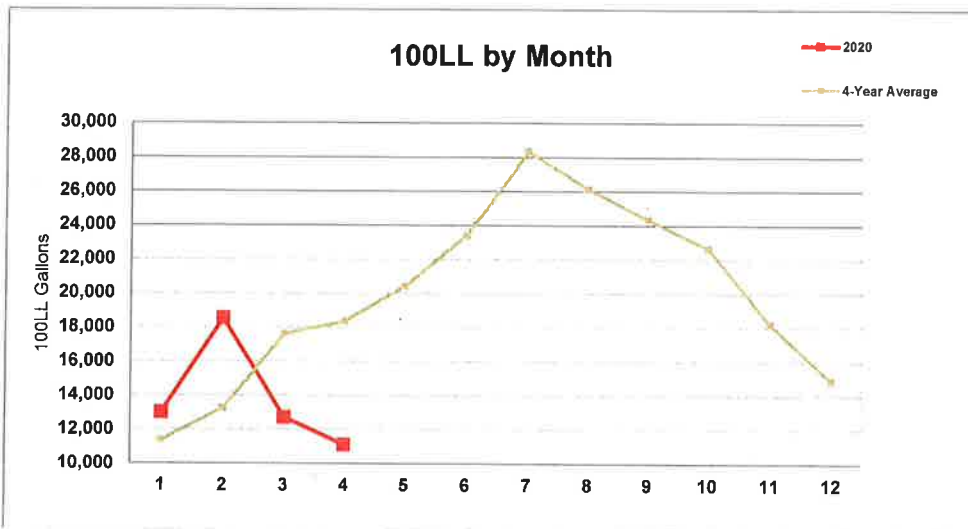
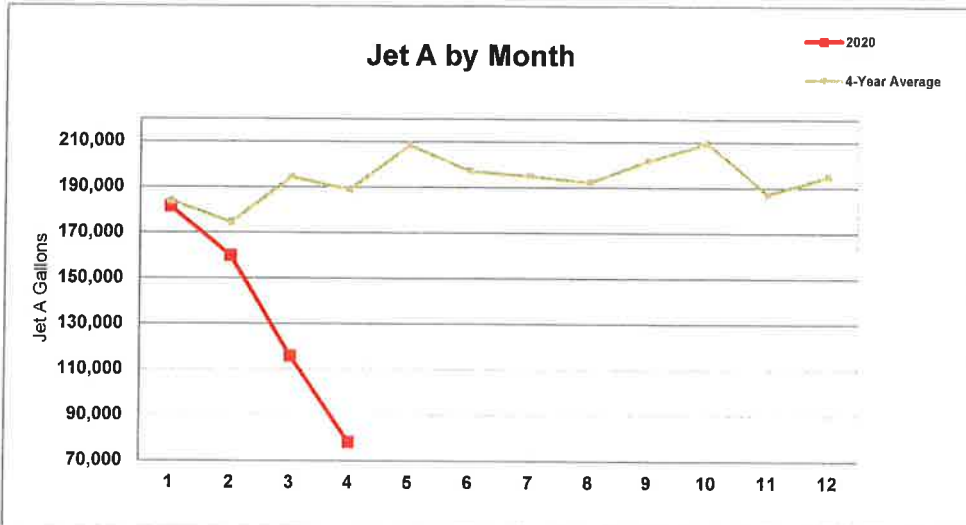
April 2020

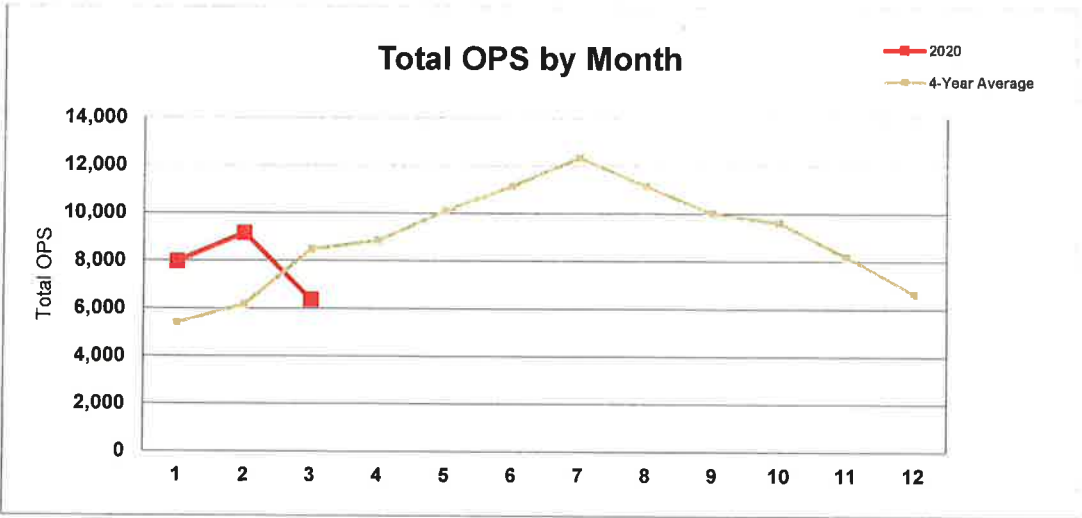
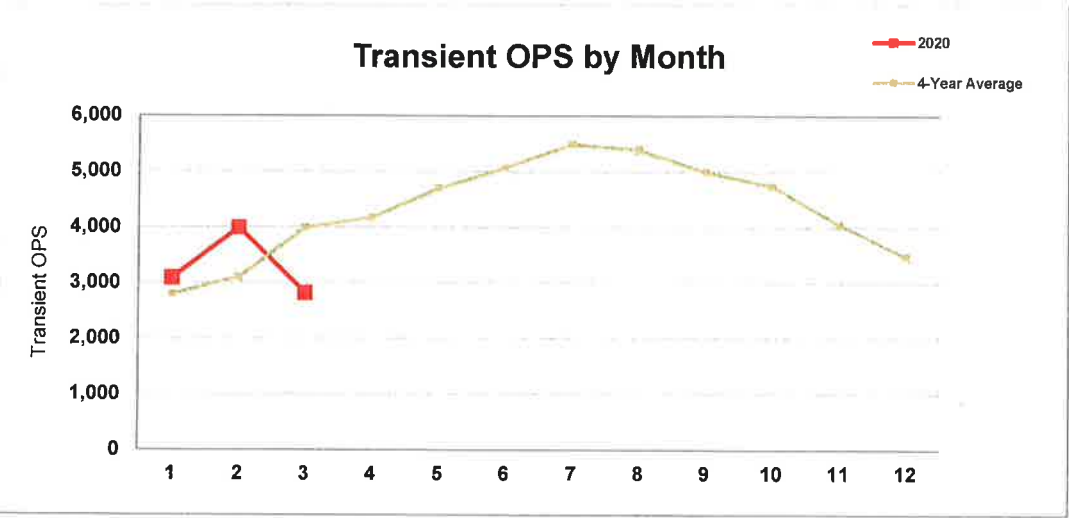
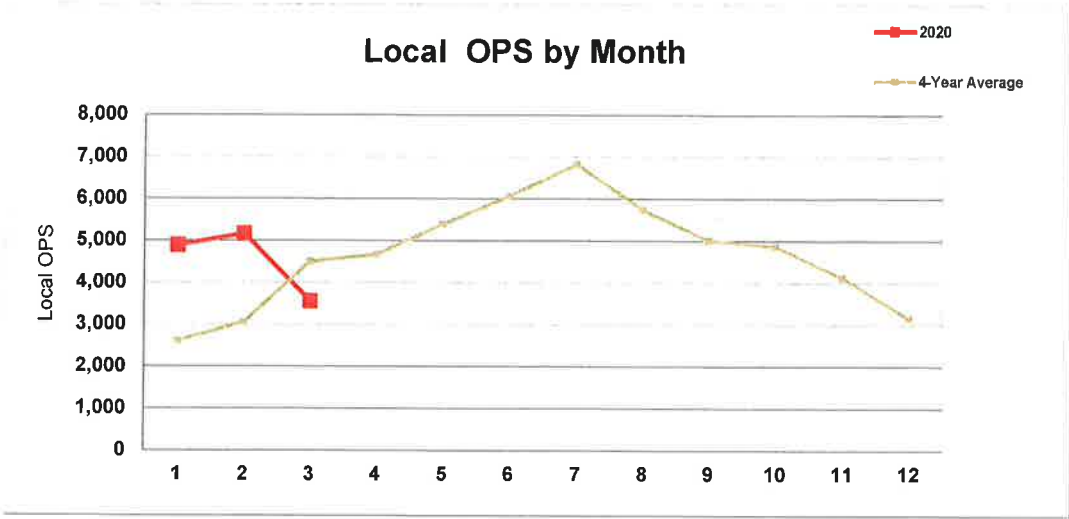
	<u>April. '20</u>	<u>April. '19</u>	<u>'20 vs. '19</u>	<u>April Percent Change</u>	<u>YTD 2020</u>	<u>YTD 2019</u>	<u>'20 vs. '19</u>	<u>Percent Change</u>
FUEL								
100LL	11,089	21,335	(10,246)	-48.0%	55,301	64,633	(9,332)	-14.4%
Jet A	78,234	177,381	(99,147)	-55.9%	535,162	715,735	(180,573)	-25.2%
Total Gallons	89,323	198,716	(109,393)	-55.0%	590,463	780,368	(189,905)	-24.3%

Operations data for April is expected to be reported by the FAA on May 20th. If it is available on the day of the Board meeting, staff will include on the virtual meeting.

ARGUS International, Inc., a provider of aviation market place data, reported a decrease of 71.5% for business aviation for April. The decrease by category was as follows:

Fractional operations	-80.3%
Part 91 (Corporate)	-72.3%
Part 135 (Charter)	-66.9%







DUPAGE AIRPORT AUTHORITY

4/30/2020

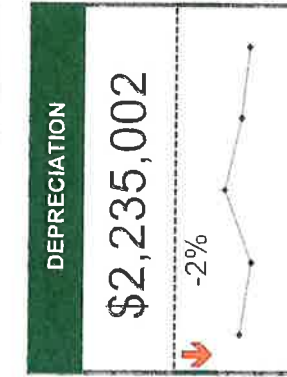
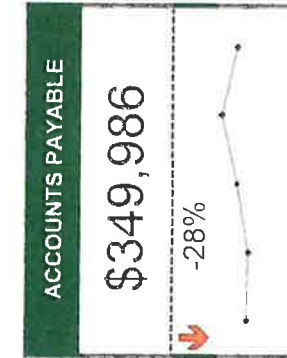
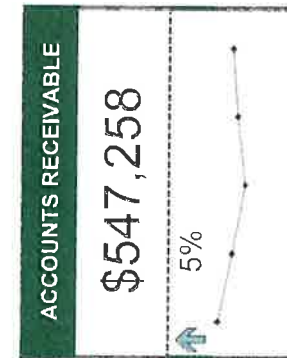
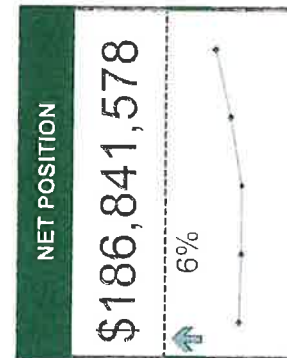
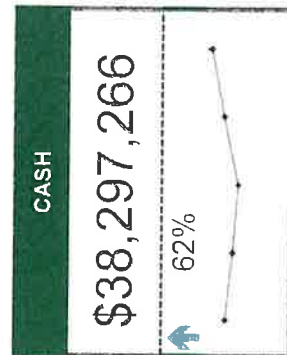
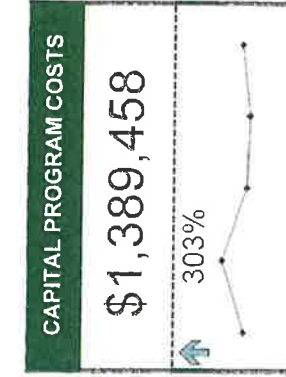
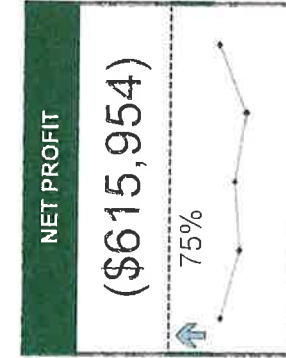
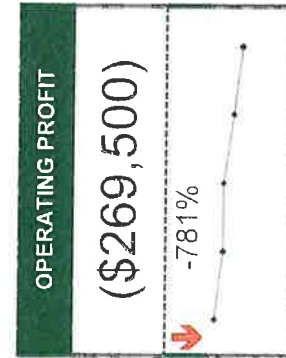
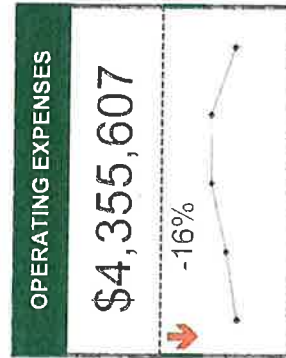
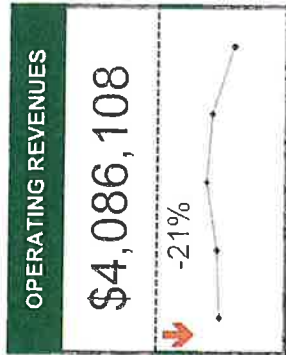
**FINANCIALS
PRE-AUDIT
COMMISSIONERS**

YTD FINANCIAL SUMMARY

DuPage Airport Authority

April 2020

KEY METRICS



YTD SUMMARY - BY OPERATION

DuPage Airport Authority

YTD April 2020

	AIRPORT		FLIGHT CENTER		PRAIRIE LANDING	
	YTD Budget	YTD Actual vs. Budget	YTD Budget	YTD Actual vs. Budget	YTD Budget	YTD Actual vs. Budget
OPERATING						
Operating Revenues	\$1,202,959	\$1,229,220	\$3,574,757	\$2,665,317	\$387,020	\$191,571
Operating Expenses	\$2,234,258	\$2,054,561	\$2,578,976	\$1,886,279	\$477,825	\$414,767
Operating Profit	-\$1,031,299	-\$825,341	\$995,781	\$779,037	-\$90,805	-\$223,195
NON-OPERATING						
Non-Operating Revenues	\$391,761	\$2,122,019	\$0	\$0	\$0	\$9,225
Non-Operating Expenses	\$73,168	\$71,800	\$0	\$0	\$47,680	\$46,737
Non-Operating Profit	\$318,593	\$2,050,219	\$0	\$0	-\$47,680	-\$37,512
Net Profit (Loss) Excluding Depreciation & Major Maintenance	-\$712,706	\$1,224,877	\$995,781	\$779,037	-\$138,485	-\$260,708
Depreciation Expense	\$2,367,272	\$2,229,852	\$2,776	\$2,774	\$2,376	\$2,376
Major Maintenance	\$140,417	\$124,159	\$0	\$0	\$129,900	\$0
Transfers In (Out)	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit (Loss)	-\$3,220,395	-\$1,129,134	\$993,005	\$776,263	-\$270,761	-\$263,083
		\$2,091,261		-\$216,742		\$7,678

YTD SUMMARY - TOTAL OPERATIONS

DuPage Airport Authority YTD April 2020

	YTD Budget	YTD Actual	Actual vs. Budget
<u>OPERATING</u>			
Operating Revenues	\$5,164,736	\$4,086,108	-\$1,078,628
Operating Expenses	\$5,291,059	\$4,355,607	-\$935,452
Operating Profit	-\$126,323	-\$269,500	-\$143,177
<u>NON-OPERATING REVENUES</u>			
Miscellaneous Taxes	\$19,332	\$25,087	\$5,755
Property Taxes/Abatements	\$1,000	\$291	-\$709
Federal & State Grants	\$228,097	\$0	-\$228,097
Investment Income	\$133,332	\$147,122	\$13,790
Unrealized Gain (Loss) from Investments	\$0	\$0	\$0
Gain (Loss) on Sale of Fixed Assets	\$10,000	\$1,958,743	\$1,948,743
Total Non-Operating Revenues	\$391,761	\$2,131,244	\$1,739,483
<u>NON-OPERATING EXPENSES</u>			
Property Tax (DAA)	\$73,168	\$71,800	-\$1,368
Property Tax (PLGC)	\$47,680	\$46,737	-\$943
Total Non-Operating Expenses	\$120,848	\$118,537	-\$2,311
Non-Operating Profit	\$270,913	\$2,012,706	\$1,741,793
Net Profit (Loss) Excluding Depreciation & Major Maintenance	\$144,590	\$1,743,207	\$1,598,617
Depreciation Expense	\$2,372,424	\$2,235,002	-\$137,422
Major Maintenance	\$270,317	\$124,159	-\$146,158
Net Profit (Loss)	-\$2,498,151	-\$615,954	\$1,882,197
Total YTD Revenues	\$5,556,497	\$6,217,351	\$660,854
Total YTD Expenditures	\$5,411,907	\$4,474,145	-\$937,762
Capital Development Programs	\$3,639,059	\$1,389,458	-\$2,249,601
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 April 30, 2020

CURRENT ASSETS

Cash & Cash Equivalents	7,413,054
Cash & Cash Equivalents - Designated	3,725,191
Cash & Cash Equivalents - Restricted	16,301,118
Investments	-
Investments - Restricted	10,857,903
Investments - Designated	-
Receivables	
Property Taxes	5,537,743
Accounts	547,258
Accrued Interest	11,752
Long-term Note Receivable, Current Portion	-
Prepaid Expenses	628,268
Inventories	196,301

Total Current Assets 45,218,588

NONCURRENT ASSETS

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

Total Noncurrent Assets -

Capital Assets

Not Being Depreciated	71,618,231
Being Depreciated	286,388,209
Less Accumulated Depreciation	(207,399,788)

Net Capital Assets 150,606,652

DEFERRED OUTFLOWS OF RESOURCES

Pension Items - IMRF	1,791,946
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Total Deferred Outflows of Resources 1,791,946

Total Noncurrent Assets 152,398,598

Total Assets 197,617,187

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF NET POSITION

For the Period Ended April 30, 2020

CURRENT LIABILITIES

Accounts Payable	349,986
Retainage Payable	-
Accrued Liabilities	380,796
Compensated Absences, Current Portion	83,290
Customer Deposits and Advances	284,540
Security Deposits	255,903
Unearned Revenue	124,795

Total Current Liabilities 1,479,311

NONCURRENT LIABILITIES

Unearned Revenue	1,112,752
Advance from Other Subfunds	-
Net Pension Liability - IMRF	1,611,644
Compensated Absences, Net of Current Portion	333,160

Total Noncurrent Liabilities 3,057,556

Total Liabilities 4,536,867

DEFERRED INFLOWS OF RESOURCES

Deferred Revenue - Property Taxes	5,537,742
Pension Items - IMRF	701,000

Total Deferred Inflows of Resources 6,238,742

**Total Liabilities and
Deferred Inflows of Resources** 10,775,609

NET POSITION

Net Investment in Capital Assets	150,606,652
Restricted for Aeronautical Purposes	27,159,021
Unrestricted	9,075,905

Total Net Position 186,841,578

**TOTAL LIABILITIES, DEFERRED INFLOWS
OF RESOURCES, AND NET POSITION** 197,617,187

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended April 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	3,946,848
Payments to suppliers	(2,993,616)
Payments to and on behalf of employees	<u>(1,885,091)</u>
Net cash from operating activities	<u>(931,859)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Non-operating revenues - property taxes	291
Non-operating revenues - replacement taxes	<u>25,087</u>
Net cash from noncapital financing activities	<u>25,378</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Grant monies received	-
Acquisition and construction of capital assets	(1,734,305)
Gain (Loss) from sale of capital assets	<u>1,958,743</u>
Net cash from capital and related financing activities	<u>224,438</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Net change in investments	3,482,393
Investment income	<u>203,363</u>
Net cash from investing activities	<u>3,685,757</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	3,003,714
CASH AND CASH EQUIVALENTS, JANUARY 1	24,435,649
CASH AND CASH EQUIVALENTS, APRIL 30	27,439,363
PRESENTED AS	
Cash and cash equivalents	11,138,245
Cash and cash equivalents - restricted	<u>16,301,118</u>
Total cash and cash equivalents	<u><u>27,439,363</u></u>

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended April 30, 2020

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

Operating income (loss)	(2,768,774)
Adjustments to reconcile operating income (loss) to net cash from operating activities	
Depreciation	2,235,002
Miscellaneous income	21,577
Changes in assets and liabilities	
Accounts receivable	(22,365)
Note receivable	-
Prepaid expenses	(81,840)
Inventories	42,873
Accounts payable	(73,461)
Accrued liabilities	(251,455)
Compensated absences	(4,777)
Net pension liability - IMRF	-
Pension items - IMRF	-
Customer deposits and advances	(22,110)
Security deposits	35,069
Unearned revenue	(41,598)
NET CASH FROM OPERATING ACTIVITIES	<u>(931,859)</u>

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

Contributions	-
Capital asset additions in accounts payable and retainage payable	(344,847)
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 April 30, 2020

	Airport Operations	Dupage Flight Center	Prairie Landing Golf Course	Total
OPERATING REVENUES				
Aircraft Storage	939,180	177,086	-	1,116,266
Leases, Commissions, Fees	271,006	-	-	271,006
Golf Course Operations	-	-	213,529	213,529
Line Service	-	2,486,597	-	2,486,597
Total Operating Revenues	1,210,185	2,663,683	213,529	4,087,398
OPERATING EXPENSES				
Direct Costs				
Airport Operations	1,553,936	-	-	1,553,936
Golf Course Operations	-	-	296,645	296,645
Line Service	-	1,399,236	-	1,399,236
General and Administrative				
Salaries and Benefits	412,993	411,349	26,053	850,395
Utilities	-	6,820	16,203	23,022
Office Expense	19,060	16,177	29,163	64,400
Insurance	30,876	29,537	20,600	81,013
Professional Services	80,870	-	10,364	91,234
Postage	1,780	-	926	2,706
Real Estate Tax	71,800	-	46,737	118,537
Advertising and Promotions	17,438	17,161	37,680	72,280
Miscellaneous	61,766	6,000	-	67,766
Total Operating Expenses	2,250,520	1,886,279	484,371	4,621,170
OPERATING INCOME (LOSS) BEFORE DEPRECIATION	(1,040,335)	777,404	(270,841)	(533,773)
Depreciation	2,229,852	2,774	2,376	2,235,002
OPERATING INCOME (LOSS)	(3,270,187)	774,630	(273,217)	(2,768,774)
NON-OPERATING REVENUES (EXPENSES)				
Property Taxes	291	-	-	291
Personal Property Replacement Tax	25,087	-	-	25,087
Investment Income	147,122	-	-	147,122
Miscellaneous Income	19,035	1,633	909	21,577
Gain (Loss) on Disposal of Capital Assets	1,949,518	-	9,225	1,958,743
Total Non-Operating Revenues (Expenses)	2,141,053	1,633	10,134	2,152,820
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRANSFERS	(1,129,134)	776,263	(263,083)	(615,954)
Contributions	-	-	-	-
Transfers In (Out)	-	-	-	-
CHANGE IN NET POSITION	(1,129,134)	776,263	(263,083)	(615,954)
NET POSITION, JANUARY 1	167,545,957	21,286,737	(1,375,162)	187,457,532
NET POSITION, APRIL 30	166,416,824	22,063,000	(1,638,246)	186,841,578

Total DuPage Airport Authority

STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 4/30/2020

	YTD			Month			YTD		
	2020 Annual		Budget	2020		2019	2020		2019
	Actual	Variance		Actual	Variance		Actual	Variance	
REVENUES									
Airport Operations	\$ 1,229,220	\$ 1,202,959	\$ 26,261	\$ 272,692	\$ 281,848	\$ (9,156)	\$ 1,229,220	\$ 1,219,010	\$ 10,210
Prairie Landing Golf Club	\$ 191,571	\$ 387,020	\$ (195,449)	\$ 2,132	\$ 130,307	\$ (128,174)	\$ 191,571	\$ 368,153	\$ (176,581)
DuPage Flight Center	\$ 2,665,317	\$ 3,574,757	\$ (909,440)	\$ 375,044	\$ 934,345	\$ (559,301)	\$ 2,665,317	\$ 3,597,192	\$ (931,876)
Total Revenues	\$ 4,086,108	\$ 5,164,736	\$ (1,078,628)	\$ 649,868	\$ 1,346,500	\$ (696,632)	\$ 4,086,108	\$ 5,184,355	\$ (1,098,247)
OPERATING EXPENSES									
Airport Operations	\$ 1,189,717	\$ 1,281,997	\$ (92,280)	\$ 264,845	\$ 346,461	\$ (81,615)	\$ 1,189,717	\$ 1,347,041	\$ (157,324)
Prairie Landing Golf Club	\$ 267,821	\$ 344,543	\$ (76,722)	\$ 66,649	\$ 139,460	\$ (72,811)	\$ 267,821	\$ 289,641	\$ (21,820)
DuPage Flight Center	\$ 1,384,544	\$ 2,064,497	\$ (679,953)	\$ 147,194	\$ 539,650	\$ (392,456)	\$ 1,384,544	\$ 1,946,360	\$ (561,815)
Total Cost of Sales	\$ 2,842,082	\$ 3,691,037	\$ (848,955)	\$ 478,688	\$ 984,883	\$ (506,195)	\$ 2,842,082	\$ 3,583,041	\$ (740,959)
Gross Profit/(Loss)	\$ 1,244,026	\$ 1,473,699	\$ (229,673)	\$ 171,180	\$ 361,617	\$ (190,437)	\$ 1,244,026	\$ 1,601,313	\$ (357,288)
GENERAL AND ADMINISTRATIVE									
Airport Operations	\$ 864,845	\$ 952,261	\$ (87,416)	\$ 276,504	\$ 282,833	\$ (6,329)	\$ 864,845	\$ 999,110	\$ (134,265)
Prairie Landing Golf Club	\$ 146,945	\$ 133,282	\$ 13,663	\$ 41,220	\$ 33,654	\$ 7,566	\$ 146,945	\$ 120,145	\$ 26,800
DuPage Flight Center	\$ 501,735	\$ 514,479	\$ (12,744)	\$ 120,512	\$ 131,466	\$ (10,955)	\$ 501,735	\$ 512,657	\$ (10,922)
Total G&A Costs	\$ 1,513,525	\$ 1,600,022	\$ (86,497)	\$ 438,235	\$ 447,953	\$ (9,718)	\$ 1,513,525	\$ 1,631,912	\$ (118,387)
Operating Income/(Loss)	\$ (269,500)	\$ (126,323)	\$ (143,177)	\$ (267,055)	\$ (86,336)	\$ (180,719)	\$ (269,500)	\$ (30,599)	\$ (238,901)
NON-OPERATING REVENUES/(EXPENSES)									
Property and Other Tax Revenue	\$ 25,378	\$ 20,332	\$ 5,046	\$ 13,415	\$ 12,895	\$ 520	\$ 25,378	\$ 22,682	\$ 2,696
Property Tax Expenses	\$ (118,537)	\$ (120,848)	\$ 2,311	\$ (29,634)	\$ (38,266)	\$ 8,632	\$ (118,537)	\$ (153,064)	\$ 34,527
Federal & State Grants	\$ -	\$ 228,097	\$ (228,097)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (17,579)
Investment Income	\$ 147,122	\$ 133,332	\$ 13,790	\$ 18,310	\$ 34,270	\$ (15,961)	\$ 147,122	\$ 138,545	\$ 8,577
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ (7,520)	\$ 10,000	\$ 1,948,743	\$ (7,520)	\$ 491	\$ (8,011)	\$ (7,520)	\$ 491	\$ 1,958,252
Total Non-Operating Revenues/(Expenses)	\$ 2,012,706	\$ 270,913	\$ 1,741,793	\$ (5,430)	\$ 9,390	\$ (14,820)	\$ 2,012,706	\$ 26,233	\$ 1,986,473
Net Income/(Loss) before Depreciation	\$ 1,743,207	\$ 144,590	\$ 1,598,617	\$ (272,485)	\$ (76,946)	\$ (195,539)	\$ 1,743,207	\$ (4,366)	\$ 1,747,573
Depreciation	\$ 2,235,002	\$ 2,372,424	\$ (137,422)	\$ 558,675	\$ 570,954	\$ (12,280)	\$ 2,235,002	\$ 2,284,640	\$ (49,638)
Net Income/(Loss) after Depreciation	\$ (491,795)	\$ (2,227,834)	\$ 1,736,039	\$ (831,160)	\$ (647,900)	\$ (183,259)	\$ (491,795)	\$ (2,289,006)	\$ 1,797,211
Major Maintenance	\$ 124,159	\$ 270,317	\$ (146,158)	\$ 102,712	\$ 88,127	\$ 14,585	\$ 124,159	\$ 129,250	\$ (5,091)
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ (615,954)	\$ (2,498,151)	\$ 1,882,197	\$ (933,871)	\$ (736,027)	\$ (197,844)	\$ (615,954)	\$ (2,418,257)	\$ 1,802,303

Airport and Administration

STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 4/30/2020

	Month			YTD			2020 Annual Budget			Month			YTD			
	Actual		Variance	Actual		Variance	Budget		2020		2019		2020		2019	
REVENUES																
Administrative	\$ 3,393	\$ 14,164	\$ (10,771)	\$ 55,231	\$ 439	\$ 164,186	\$ 3,393	\$ 12,168	\$ (8,775)	\$ 55,670	\$ 52,007	\$ 3,662	\$ 177,183	\$ 181,444	\$ (4,261)	
Field Operations	\$ 20,492	\$ 25,518	\$ (5,026)	\$ 181,025	\$ (3,842)	\$ 420,877	\$ 20,492	\$ 24,713	\$ (4,221)	\$ 177,183	\$ 181,444	\$ (4,261)	\$ 946,505	\$ 905,823	\$ 40,681	
Building Operations	\$ 236,341	\$ 226,924	\$ 9,417	\$ 901,029	\$ 45,476	\$ 2,728,286	\$ 236,341	\$ 225,033	\$ 11,308	\$ 946,505	\$ 905,823	\$ 40,681	\$ 49,862	\$ 79,373	\$ (29,511)	
Flight Center	\$ 12,466	\$ 17,837	\$ (5,371)	\$ 65,674	\$ (15,812)	\$ 208,370	\$ 12,466	\$ 19,934	\$ (7,468)	\$ 49,862	\$ 79,373	\$ (29,511)	\$ 1,229,220	\$ 1,219,010	\$ 10,210	
Total Revenues	\$ 272,692	\$ 284,443	\$ (11,751)	\$ 1,202,959	\$ 26,261	\$ 3,521,719	\$ 272,692	\$ 281,848	\$ (9,156)	\$ 1,229,220	\$ 1,219,010	\$ 10,210				
OPERATING EXPENSES																
Field Operations	\$ 128,667	\$ 146,575	\$ (17,908)	\$ 584,961	\$ 1,567	\$ 1,844,192	\$ 128,667	\$ 123,298	\$ 5,370	\$ 586,528	\$ 668,722	\$ (82,194)	\$ 65,458	\$ 144,790	\$ (79,331)	
Building Operations	\$ 17,243	\$ 24,505	\$ (7,262)	\$ 96,527	\$ (30,279)	\$ 300,768	\$ 17,243	\$ 15,886	\$ 1,358	\$ 66,248	\$ 69,694	\$ (3,446)	\$ 29,473	\$ 35,698	\$ (6,224)	
Flight Center	\$ 24,003	\$ 27,009	\$ (3,006)	\$ 102,460	\$ (552)	\$ 335,592	\$ 24,003	\$ 26,790	\$ (2,787)	\$ 101,908	\$ 99,679	\$ 2,229	\$ 264,845	\$ 346,461	\$ (81,615)	
Shop Equip. Operations	\$ 237,083	\$ 199,572	\$ 37,511	\$ 784,558	\$ (75,933)	\$ 2,466,445	\$ 237,083	\$ 246,495	\$ (9,412)	\$ 705,625	\$ 832,026	\$ (126,401)	\$ 8,795	\$ 8,451	\$ 344	
Projects & Procurement	\$ 7,083	\$ 7,310	\$ (227)	\$ 29,880	\$ (12,202)	\$ 96,950	\$ 7,083	\$ 4,395	\$ 2,689	\$ 17,478	\$ 21,868	\$ (4,390)	\$ 23,543	\$ 23,493	\$ 50	
Total Cost of Sales	\$ 276,504	\$ 243,498	\$ 33,006	\$ 952,261	\$ (87,416)	\$ 3,024,002	\$ 276,504	\$ 282,833	\$ (6,329)	\$ 268,657	\$ 347,445	\$ 78,788	\$ 276,504	\$ 282,833	\$ (6,329)	
Gross Profit/(Loss)	\$ 7,847	\$ (33,106)	\$ 40,953	\$ (79,038)	\$ 118,541	\$ (426,052)	\$ 7,847	\$ (64,612)	\$ 72,459	\$ 39,503	\$ (128,031)	\$ 167,534				
GENERAL AND ADMINISTRATIVE																
Administrative	\$ 237,083	\$ 199,572	\$ 37,511	\$ 784,558	\$ (75,933)	\$ 2,466,445	\$ 237,083	\$ 246,495	\$ (9,412)	\$ 705,625	\$ 832,026	\$ (126,401)	\$ 8,795	\$ 8,451	\$ 344	
Commissioners	\$ 8,795	\$ 8,828	\$ (33)	\$ 35,312	\$ (894)	\$ 105,936	\$ 8,795	\$ 8,451	\$ 344	\$ 34,418	\$ 34,932	\$ (514)	\$ 7,083	\$ 4,395	\$ 2,689	
Business Dev./Marketing	\$ 23,543	\$ 27,788	\$ (4,245)	\$ 105,711	\$ 1,612	\$ 354,671	\$ 23,543	\$ 23,493	\$ 50	\$ 107,323	\$ 110,283	\$ (2,960)	\$ 276,504	\$ 282,833	\$ (6,329)	
Accounting	\$ 276,504	\$ 243,498	\$ 33,006	\$ 952,261	\$ (87,416)	\$ 3,024,002	\$ 276,504	\$ 282,833	\$ (6,329)	\$ 268,657	\$ 347,445	\$ 78,788	\$ 268,657	\$ 347,445	\$ (78,788)	
Operating Income/(Loss)	\$ (268,657)	\$ (276,504)	\$ 7,947	\$ (1,031,299)	\$ 205,958	\$ (53,450,054)	\$ (268,657)	\$ (347,445)	\$ 78,788	\$ 13,415	\$ 12,895	\$ 520	\$ 13,415	\$ 12,895	\$ 520	
NON-OPERATING REVENUES/(EXPENSES)																
Property and Other Tax Revenue	\$ 13,415	\$ 5,083	\$ 8,332	\$ 20,332	\$ 5,046	\$ 5,595,996	\$ 13,415	\$ 12,895	\$ 520	\$ 25,378	\$ 22,682	\$ 2,696	\$ (17,950)	\$ (17,500)	\$ (450)	
Property Tax Expenses	\$ (17,950)	\$ (18,292)	\$ 342	\$ (73,168)	\$ 1,368	\$ (219,504)	\$ (17,950)	\$ (17,500)	\$ (450)	\$ (17,950)	\$ (17,500)	\$ (450)	\$ (17,950)	\$ (17,500)	\$ (450)	
Federal & State Grants	\$ 228,097	\$ 228,097	\$ (228,097)	\$ 228,097	\$ (228,097)	\$ 3,088,879	\$ 228,097	\$ 228,097	\$ (228,097)	\$ 18,310	\$ 34,270	\$ (15,961)	\$ 18,310	\$ 34,270	\$ (15,961)	
Investment Income	\$ 18,310	\$ 33,333	\$ (15,023)	\$ 133,332	\$ 13,790	\$ 399,996	\$ 18,310	\$ 34,270	\$ (15,961)	\$ 18,310	\$ 34,270	\$ (15,961)	\$ 18,310	\$ 34,270	\$ (15,961)	
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Gain on Sale of Fixed Assets	\$ (7,520)	\$ 2,500	\$ (10,020)	\$ 10,000	\$ 1,939,518	\$ 30,000	\$ (7,520)	\$ 491	\$ (8,011)	\$ (7,520)	\$ 491	\$ (8,011)	\$ (7,520)	\$ 491	\$ (8,011)	
Total Non-Operating Revenues/(Expenses)	\$ 6,254	\$ 250,721	\$ (244,467)	\$ 318,593	\$ 1,731,626	\$ 8,895,367	\$ 6,254	\$ 30,156	\$ (23,902)	\$ 6,254	\$ 30,156	\$ (23,902)	\$ 6,254	\$ 30,156	\$ (23,902)	
Net Income/(Loss) before Depreciation	\$ (262,403)	\$ (25,883)	\$ (236,520)	\$ (712,706)	\$ 1,937,583	\$ 5,445,313	\$ (262,403)	\$ (317,289)	\$ 54,886	\$ (262,403)	\$ (317,289)	\$ 54,886	\$ (262,403)	\$ (317,289)	\$ 54,886	
Depreciation	\$ 557,387	\$ 591,818	\$ (34,431)	\$ 2,367,272	\$ (137,420)	\$ 7,101,816	\$ 557,387	\$ 569,094	\$ (11,707)	\$ 557,387	\$ 569,094	\$ (11,707)	\$ 557,387	\$ 569,094	\$ (11,707)	
Net Income/(Loss) after Depreciation	\$ (19,016)	\$ 265,935	\$ (284,431)	\$ (354,934)	\$ 1,799,163	\$ (1,686,503)	\$ (19,016)	\$ (47,195)	\$ 43,179	\$ (19,016)	\$ (47,195)	\$ 43,179	\$ (19,016)	\$ (47,195)	\$ 43,179	
Major Maintenance	\$ 102,712	\$ 50,417	\$ 52,295	\$ 140,417	\$ (16,288)	\$ 572,326	\$ 102,712	\$ 26,009	\$ 76,703	\$ 102,712	\$ 26,009	\$ 76,703	\$ 102,712	\$ 26,009	\$ 76,703	
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Income/(Loss)	\$ (922,501)	\$ (668,118)	\$ (254,383)	\$ (3,220,395)	\$ 2,091,261	\$ (2,228,829)	\$ (922,501)	\$ (912,392)	\$ (10,110)	\$ (922,501)	\$ (912,392)	\$ (10,110)	\$ (922,501)	\$ (912,392)	\$ (10,110)	

DuPage Flight Center

STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 4/30/2020

	YTD			Month		2020 Annual Budget	YTD		Month		2020 Annual Budget	YTD			
	Actual		Variance	Budget	Variance		2020		2019			2020		2019	
REVENUES															
Hangar Rentals	\$ 34,850	\$ 30,310	\$ 4,540	\$ 177,086	\$ 123,952	\$ 53,134	\$ 34,850	\$ 33,252	\$ 1,598	\$ 177,086	\$ 158,820	\$ 18,266			
Ramp Tie Downs & Overnight fees	\$ 585	\$ 2,254	\$ (1,669)	\$ 1,883	\$ 4,269	\$ (2,386)	\$ 585	\$ 2,556	\$ (1,971)	\$ 1,883	\$ 4,501	\$ (2,618)			
Fuel and Oil Sales	\$ 334,351	\$ 901,064	\$ (566,713)	\$ 2,450,416	\$ 3,434,960	\$ (984,544)	\$ 334,351	\$ 886,017	\$ (551,667)	\$ 2,450,416	\$ 3,375,134	\$ (924,718)			
Volume Rebate	\$ -	\$ (2,917)	\$ 2,917	\$ -	\$ (11,668)	\$ 11,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Line Service Other	\$ 3,468	\$ 4,167	\$ (699)	\$ 31,374	\$ 16,668	\$ 14,706	\$ 3,468	\$ 10,494	\$ (7,026)	\$ 31,374	\$ 53,453	\$ (22,079)			
Aircraft Catering	\$ 1,460	\$ 1,042	\$ 418	\$ 2,924	\$ 4,168	\$ (1,244)	\$ 1,460	\$ 1,444	\$ 16	\$ 2,924	\$ 2,999	\$ (75)			
Non Airfield Rent/Lease/Maintenance Revenue	\$ 330	\$ 790	\$ (460)	\$ 1,633	\$ 2,408	\$ (775)	\$ 330	\$ 582	\$ (252)	\$ 1,633	\$ 2,285	\$ (652)			
Total Revenue	\$ 375,044	\$ 936,710	\$ (561,666)	\$ 2,665,317	\$ 3,574,757	\$ (909,440)	\$ 375,044	\$ 934,345	\$ (559,301)	\$ 2,665,317	\$ 3,597,192	\$ (931,876)			
OPERATING EXPENSES															
Fuel and Oil Cost of Sales	\$ 117,019	\$ 496,137	\$ (379,118)	\$ 1,224,900	\$ 1,882,654	\$ (657,754)	\$ 117,019	\$ 480,293	\$ (363,274)	\$ 1,224,900	\$ 1,774,383	\$ (549,482)			
De ice Cost of Goods	\$ -	\$ -	\$ -	\$ 24,806	\$ 20,000	\$ 4,806	\$ -	\$ -	\$ -	\$ 24,806	\$ 23,067	\$ 1,740			
Credit Card Expense	\$ 5,120	\$ 12,583	\$ (7,463)	\$ 33,585	\$ 50,332	\$ (16,747)	\$ 5,120	\$ 15,173	\$ (10,053)	\$ 33,585	\$ 49,767	\$ (16,182)			
Food - COGS	\$ 6,749	\$ 6,725	\$ 24	\$ 26,582	\$ 26,900	\$ (318)	\$ 6,749	\$ 8,328	\$ (1,579)	\$ 26,582	\$ 27,191	\$ (608)			
Maintenance	\$ 18,306	\$ 24,205	\$ (5,899)	\$ 74,670	\$ 84,611	\$ (9,941)	\$ 18,306	\$ 19,343	\$ (1,037)	\$ 74,670	\$ 71,952	\$ 2,718			
Total Cost of Sales	\$ 147,194	\$ 539,650	\$ (392,456)	\$ 1,384,544	\$ 2,064,497	\$ (679,953)	\$ 147,194	\$ 523,136	\$ (375,943)	\$ 1,384,544	\$ 1,946,360	\$ (561,815)			
Gross Profit/(Loss)	\$ 227,850	\$ 397,060	\$ (169,210)	\$ 1,280,772	\$ 1,510,260	\$ (229,488)	\$ 227,850	\$ 411,209	\$ (183,359)	\$ 1,280,772	\$ 1,650,833	\$ (370,060)			
GENERAL AND ADMINISTRATIVE															
Operating Income/(Loss)	\$ 120,512	\$ 136,120	\$ (15,608)	\$ 501,735	\$ 514,479	\$ (12,744)	\$ 120,512	\$ 131,466	\$ (10,955)	\$ 501,735	\$ 512,657	\$ (10,922)			
Net Income/(Loss) before Depreciation	\$ 107,338	\$ 260,940	\$ (153,602)	\$ 779,037	\$ 995,781	\$ (216,744)	\$ 107,338	\$ 279,742	\$ (172,404)	\$ 779,037	\$ 1,138,176	\$ (359,139)			
Depreciation	\$ 693	\$ 694	\$ (1)	\$ 2,774	\$ 2,776	\$ (2)	\$ 693	\$ 1,266	\$ (573)	\$ 2,774	\$ 5,064	\$ (2,290)			
Net Income/(Loss)	\$ 106,645	\$ 260,246	\$ (153,601)	\$ 776,263	\$ 993,005	\$ (216,742)	\$ 106,645	\$ 278,476	\$ (171,831)	\$ 776,263	\$ 1,133,112	\$ (356,848)			

Prairie Landing Golf Club

STATEMENT OF REVENUES AND EXPENSES


For the Month Ending 4/30/2020


	YTD				Month				YTD									
	Actual		Budget		Variance		2020		2019		Variance		2020		2019		Variance	
REVENUES																		
P100 - Golf Administration	\$ 11	\$ 400	\$ (389)	\$ 909	\$ 800	\$ 109	\$ 11	\$ 362	\$ (351)	\$ 909	\$ 1,135	\$ (226)	\$ 11	\$ 362	\$ (351)	\$ 909	\$ 1,135	\$ (226)
P200 - Golf Operations	\$ 2,116	\$ 88,850	\$ (86,734)	\$ 151,966	\$ 295,350	\$ (143,384)	\$ 2,116	\$ 85,805	\$ (83,689)	\$ 151,966	\$ 297,119	\$ (145,153)	\$ 6	\$ 11,369	\$ (11,364)	\$ 5,962	\$ 12,345	\$ (6,383)
P400 - Food and Beverage	\$ -	\$ 15,500	\$ (15,495)	\$ 5,962	\$ 15,500	\$ (9,538)	\$ -	\$ -	\$ -	\$ 5,962	\$ 12,345	\$ (6,383)	\$ -	\$ -	\$ -	\$ 16,620	\$ 14,857	\$ 1,763
P500 - Weddings	\$ -	\$ 17,120	\$ (17,120)	\$ 16,620	\$ 31,620	\$ (15,000)	\$ -	\$ -	\$ -	\$ 16,620	\$ 14,857	\$ 1,763	\$ -	\$ -	\$ -	\$ 14,240	\$ 31,053	\$ (16,813)
P600 - Private Events	\$ -	\$ 14,500	\$ (14,500)	\$ 14,240	\$ 31,350	\$ (17,110)	\$ -	\$ -	\$ -	\$ 14,240	\$ 31,053	\$ (16,813)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P700 - Golf Outings	\$ -	\$ 6,000	\$ (6,000)	\$ -	\$ 6,000	\$ (6,000)	\$ -	\$ -	\$ -	\$ 6,003	\$ (6,003)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P900 - Kitty Hawk Café	\$ -	\$ 1,600	\$ (1,600)	\$ 2,474	\$ 6,400	\$ (3,926)	\$ -	\$ -	\$ -	\$ 2,474	\$ 5,642	\$ (3,167)	\$ -	\$ -	\$ -	\$ 2,474	\$ 5,642	\$ (3,167)
Total Revenue	\$ 2,132	\$ 143,970	\$ (141,838)	\$ 191,571	\$ 387,020	\$ (195,449)	\$ 2,132	\$ 130,307	\$ (128,174)	\$ 191,571	\$ 368,153	\$ (176,581)	\$ 2,132	\$ 130,307	\$ (128,174)	\$ 191,571	\$ 368,153	\$ (176,581)
OPERATING EXPENSES																		
P200 - Golf Maintenance	\$ 35,529	\$ 59,282	\$ (23,753)	\$ 118,701	\$ 144,149	\$ (25,448)	\$ 35,529	\$ 49,033	\$ (13,504)	\$ 118,701	\$ 131,382	\$ (12,680)	\$ 35,529	\$ 49,033	\$ (13,504)	\$ 118,701	\$ 131,382	\$ (12,680)
P300 - Golf Operations	\$ 10,020	\$ 31,289	\$ (21,269)	\$ 48,712	\$ 69,370	\$ (20,658)	\$ 10,020	\$ 28,057	\$ (18,037)	\$ 48,712	\$ 61,604	\$ (12,891)	\$ 10,020	\$ 28,057	\$ (18,037)	\$ 48,712	\$ 61,604	\$ (12,891)
P400 - Food and Beverage	\$ 14,864	\$ 24,255	\$ (9,391)	\$ 55,407	\$ 57,936	\$ (2,529)	\$ 14,864	\$ 17,712	\$ (2,848)	\$ 55,407	\$ 45,536	\$ 9,871	\$ 14,864	\$ 17,712	\$ (2,848)	\$ 55,407	\$ 45,536	\$ 9,871
P500 - Weddings	\$ 6,235	\$ 19,404	\$ (13,169)	\$ 38,095	\$ 58,038	\$ (19,943)	\$ 6,235	\$ 9,621	\$ (3,386)	\$ 38,095	\$ 34,319	\$ 3,776	\$ 6,235	\$ 9,621	\$ (3,386)	\$ 38,095	\$ 34,319	\$ 3,776
P600 - Private Events	\$ -	\$ 3,080	\$ (3,080)	\$ 4,432	\$ 8,100	\$ (3,668)	\$ -	\$ -	\$ -	\$ 4,432	\$ 10,392	\$ (5,961)	\$ -	\$ -	\$ -	\$ 4,432	\$ 10,392	\$ (5,961)
P700 - Golf Outings	\$ -	\$ 550	\$ (550)	\$ -	\$ 550	\$ (550)	\$ -	\$ -	\$ -	\$ -	\$ 766	\$ (766)	\$ -	\$ -	\$ -	\$ -	\$ 766	\$ (766)
P900 - Kitty Hawk Café	\$ -	\$ 1,600	\$ (1,600)	\$ 2,474	\$ 6,400	\$ (3,926)	\$ -	\$ -	\$ -	\$ 2,474	\$ 5,642	\$ (3,167)	\$ -	\$ -	\$ -	\$ 2,474	\$ 5,642	\$ (3,167)
Total Cost of Sales	\$ 66,649	\$ 139,460	\$ (72,811)	\$ 267,821	\$ 344,543	\$ (76,722)	\$ 66,649	\$ 115,286	\$ (48,837)	\$ 267,821	\$ 289,641	\$ (21,820)	\$ 66,649	\$ 115,286	\$ (48,837)	\$ 267,821	\$ 289,641	\$ (21,820)
Gross Profit/(Loss)	\$ (64,516)	\$ 4,510	\$ (69,026)	\$ (76,250)	\$ 42,477	\$ (118,727)	\$ (64,516)	\$ 15,021	\$ (79,537)	\$ (76,250)	\$ 78,512	\$ (154,762)	\$ (64,516)	\$ 15,021	\$ (79,537)	\$ (76,250)	\$ 78,512	\$ (154,762)
GENERAL AND ADMINISTRATIVE																		
Operating Income/(Loss)	\$ 41,220	\$ 35,431	\$ 5,789	\$ 146,945	\$ 133,282	\$ 13,663	\$ 41,220	\$ 33,654	\$ 7,566	\$ 146,945	\$ 120,145	\$ 26,800	\$ 41,220	\$ 33,654	\$ 7,566	\$ 146,945	\$ 120,145	\$ 26,800
NON-OPERATING REVENUES/(EXPENSES)																		
Property Tax Expenses	\$ (11,684)	\$ (11,920)	\$ 236	\$ (46,737)	\$ (47,680)	\$ 943	\$ (11,684)	\$ (20,766)	\$ 9,082	\$ (46,737)	\$ (83,064)	\$ 36,327	\$ (11,684)	\$ (20,766)	\$ 9,082	\$ (46,737)	\$ (83,064)	\$ 36,327
Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ -	\$ -	\$ 9,225	\$ -	\$ 9,225	\$ -	\$ -	\$ -	\$ 9,225	\$ -	\$ 9,225	\$ -	\$ -	\$ -	\$ 9,225	\$ -	\$ 9,225
Net Income/(Loss) before Depreciation & Adj.	\$ (117,421)	\$ (42,841)	\$ (74,580)	\$ (260,708)	\$ (138,485)	\$ (122,223)	\$ (117,421)	\$ (39,400)	\$ (78,021)	\$ (260,708)	\$ (124,698)	\$ (136,010)	\$ (117,421)	\$ (39,400)	\$ (78,021)	\$ (260,708)	\$ (124,698)	\$ (136,010)
Depreciation	\$ 594	\$ 594	\$ (0)	\$ 2,376	\$ 2,376	\$ (0)	\$ 594	\$ 594	\$ -	\$ 2,376	\$ 2,376	\$ 0	\$ 594	\$ 594	\$ (0)	\$ 2,376	\$ 2,376	\$ 0
Major Maintenance	\$ -	\$ 3,400	\$ (3,400)	\$ -	\$ 129,900	\$ (129,900)	\$ -	\$ 62,118	\$ (62,118)	\$ -	\$ 63,353	\$ (63,353)	\$ -	\$ 62,118	\$ (62,118)	\$ -	\$ 63,353	\$ (63,353)
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ (118,015)	\$ (46,835)	\$ (71,180)	\$ (263,083)	\$ (270,761)	\$ (71,678)	\$ (118,015)	\$ (102,112)	\$ (15,903)	\$ (263,083)	\$ (190,427)	\$ (72,657)	\$ (118,015)	\$ (102,112)	\$ (15,903)	\$ (263,083)	\$ (190,427)	\$ (72,657)

Customer Name	04/30/20	Days Overdue	Days Overdue	Days Overdue	Days Overdue	Days Overdue	Total
RAVEL EXPRESS AVIATION	-	11,235.00	11,235.00	11,235.00	13,735.00	47,440.00	
ASH Aviation, Inc.	-	3,272.00	3,272.00	3,507.43	9,095.05	19,146.48	
i-1 LLC	-	4,050.00	4,050.00	4,050.00	4,050.00	16,200.00	
Andrew Pempek	-	6,186.00	6,186.00	329.58	-	12,701.58	
STATE POLICE DEPARTMENT	-	2,092.97	2,092.97	2,092.97	4,185.94	10,464.85	
Joseph Bartosiak	-	3,093.00	3,093.00	3,192.16	424.55	9,802.71	
Matt Mukenschnabl	-	800.00	800.00	887.67	5,844.35	8,332.02	
RAVEL EXPRESS MAINTENANCE	-	500.00	500.00	530.57	2,037.73	3,568.30	
Scott Thoman	-	-	-	-	1,288.00	1,288.00	
Blenway Leasing	-	483.00	483.00	14.93	29.20	1,010.13	
TSX Chicago, LLC	-	-	-	-	887.66	887.66	
FREEHOUSE FOODS	-	153.76	153.76	153.76	153.76	615.04	
Raza Haq	-	77.00	77.00	80.50	233.31	467.81	
OE DOLLENS	-	77.00	77.00	81.71	159.81	395.52	
Report Total:	-	32,019.73	32,019.73	26,156.28	42,124.36	132,320.10	
Percent of Total:	0.00%	24.20%	24.20%	19.77%	31.84%	100.00%	



TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: Mark Doles 
Executive Director

RE: Proposed Resolution 2020-2347; Disposal / Destruction of Surplus Personal Property

DATE: May 12, 2020

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:

- One (1) 1999 Oshkosh Runway Broom
- One (1) 1988 Dresser A606 Road Grader
- One (1) 2008 Hustler Super Z Mower
- One (1) 2003 John Deere 624H Loader
- One (1) 2006 New Holland T100A Tractor and Mower
- One (1) 2010 Ford E150 Passenger Van
- One (1) 2013 Ford E150 Passenger Van

PREVIOUS COMMITTEE/BOARD ACTION:

None.

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 2020-2347; 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 2020-2347; Disposal / Destruction of Surplus Personal Property.

RESOLUTION 2020-2347
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;

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 May, 2020.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2020-2347

Proposed Resolution 2020-2347; Disposal/Destruction of Surplus Personal Property

Exhibit A

	<p>One (1) 1988 Dresser A606 Road Grader</p> <p>Replaced with one (1) John Deere 672G Road Grader approved at March 18, 2020 Regular Board Meeting.</p>
	<p>One (1) 2008 Hustler Super-Z Mower</p> <p>Replaced with one (1) Hustler 104 Zero Turn Lawn Mower approved at March 18, 2020 Regular Board Meeting.</p>
	<p>One (1) 1999 Oshkosh Runway broom</p> <p>Replaced with 2019 MB2 Combo Plow Broom Unit Approved at the June 13, 2019 Regular Board Meeting.</p>
	<p>One (1) 2003 John Deere 624H loader</p> <p>Replaced with one (1) Doosan DL 300 End Loader approved at March 18, 2020 Regular Board Meeting.</p>
	<p>One (1) 2006 New Holland TL 100A</p> <p>Replaced with one (1) Schulte FX-742 Flexible Wing Rotary Mower and one (1) John Deere 8R280 Tractor approved at March 18, 2020 Regular Board Meeting.</p>



One (1) 2010 E150 Ford Passenger Van


Replaced with one (1) 2020 Ford Transit T -150 passenger van approved at March 18, 2020 Regular Board Meeting.



One (1) 2013 Ford E150 Passenger Van

Replaced with one (1) 2020 Ford Transit T-150 passenger van approved at March 18, 2020 Regular Board Meeting.

TO: Board of Commissioners

FROM: Mark Doles 
Executive Director

RE: Authorization of Proposed Resolution 2020-2348, Authorizing the Execution of a Second Amendment to an Intergovernmental Agreement with the West Chicago Fire Protection District for Aircraft Rescue and Fire Fighting Services

DATE: May 13, 2020

SUMMARY:

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

The DAA owns and maintains the ARFF Station and two (2) 1,500 Gallon ARFF vehicles to support this service.

In January 2017, a 1st Amendment to the IGA was adopted that added a vacant facility at 320 Kress Road for a regional training facility operated by the WCFPD. This Amendment saved the DAA over \$12,000 per year in building operating costs, shifted maintenance responsibilities to the WCFPD and produced a facility to benefit surrounding municipalities’ fire protection and law enforcement training capabilities.

This is a request for authorization to enter into a Second Amendment to the IGA changing the term to commence June 1, 2020 through May 31, 2024 and fixed annual costs for said term.

PREVIOUS COMMITTEE/BOARD ACTION:

January 18, 2017	Board adopts Resolution 2017-2075, Authorizing the Execution of a First Amendment to IGA with the WCFPD
March 16, 2016	Board adopts Resolution 2016-2010, Authorizing Execution of an IGA with the WCFPD

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

REVENUE OR FUNDING IMPLICATIONS:

WCFPD labor costs to the DAA for this fiscal year (Jan.-May current IGA rate, and Jun.-Dec. new IGA rate) will be \$471,806 under this proposed 2nd Amendment.

The proposed monthly rate of \$38,533 commencing June 1st is a savings of \$1,882 per month or \$22,584 per year (**4.7% annual savings to the DAA**). This savings is due to a reduction in health insurance costs and labor agreements.

The costs associated with this Second Amendment are included in the DAA FY'20 operating budget and will be included in future budgets by staff.

This IGA provides for fixed labor costs to the DAA through May 31, 2024. Previous IGA's included estimated labor costs in out-years due to WCFPD labor agreements that were expiring during the term. A summary of the IGA's annual costs is as follows:

Current IGA 6/1/19 – 5/31/20	Proposed 2nd Amendment 6/1/20 – 5-31/21	6/1/21 – 5/31/22	6/1/22 – 5/31/23	6/1/23 – 5/31/24
\$484,980	\$462,399	\$481,112	\$493,639	\$506,659
	-4.7%	+4.0%	+2.6%	+2.6%

STAKEHOLDER PROCESS:

Not applicable.

LEGAL REVIEW:

Authority Legal Counsel drafted the proposed 2nd Amendment to the IGA.

ATTACHMENTS:

- Memo from Atty. Garner
- Proposed Resolution 2020-2348, Authorizing the Execution of a Second Amendment to an Intergovernmental Agreement with the West Chicago Fire Protection District for Aircraft Rescue and Fire Fighting Services
- Proposed Second Amendment with the WCFPD

ALTERNATIVES:

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

RECOMMENDATION:

It is the recommendation of the Executive Director and staff that the Board approves Resolution 2020-2348, Authorizing the Execution of a Second Amendment to an Intergovernmental Agreement with the West Chicago Fire Protection District for Aircraft Rescue and Fire Fighting Services, at the May 20th Board meeting.

MEMORANDUM

TO: Board of Commissioners, DuPage Airport Authority

FROM: Bruce E. Garner

SUBJECT: West Chicago Fire Protection District

DATE: May 13, 2020

In March, 2016, the DuPage Airport Authority ("Authority") and the West Chicago Fire Protection District ("WCFPD") entered into an Intergovernmental Agreement ("IGA") which provided for the licensing of Authority-owned fire trucks, the lease of the Authority's fire station and an agreement regarding the staffing of the Authority's fire station by the WCFPD. In January, 2017, the parties executed a First Amendment to the IGA which added additional building space to the lease under the IGA. The IGA expires on May 31, 2020. The parties have negotiated a Second Amendment to the IGA which will extend the term of the IGA to May 31, 2024, amend the license of the firefighting equipment to reflect current equipment in use and amend the compensation for the staffing of the Fire Station to the following amounts:

June 1, 2020 thru May 31, 2021	\$38,533
June 1, 2021 thru May 31, 2022	\$40,093
June 1, 2022 thru May 31, 2023	\$41,137
June 1, 2023 thru May 31, 2024	\$42,222.

All other provisions of the original IGA and First Amendment remain in full force and effect. Our law firm recommends execution of the Second Amendment to the Intergovernmental Agreement.

RESOLUTION 2020-2348
AUTHORIZING EXECUTION OF AN SECOND AMENDMENT TO AN
INTERGOVERNMENTAL AGREEMENT WITH THE WEST CHICAGO FIRE
PROTECTION DISTRICT

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

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

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

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

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

WHEREAS, on January 1, 2016, the Airport Authority and the WCFPD entered into an Intergovernmental Agreement whereby the Airport Authority licensed certain firefighting equipment and leased the Airport Fire Station to WCFPD which expired on May 31, 2020; and

WHEREAS, on January 26, 2017, the Airport Authority and WCFPD entered into a First Amendment to the Intergovernmental Agreement whereby the Airport Authority leased additional space to the WCFPD for training; and

WHEREAS, the Airport Authority and WCFPD desire to execute a Second Amendment to an Intergovernmental Agreement for the license of the firefighting equipment, the lease of the Fire Station and training center and amending the compensation for the staffing of the Fire Station to the following amounts:

June 1, 2020 thru May 31, 2021	\$38,533
June 1, 2021 thru May 31, 2022	\$40,093
June 1, 2022 thru May 31, 2023	\$41,137
June 1, 2023 thru May 31, 2024	\$42,222; and

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

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles, to execute the Second Amendment to the Intergovernmental Agreement attached hereto as Exhibit A, and take whatever steps necessary to effectuate the terms of said 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 May, 2020.

CHAIRMAN

ATTEST:

SECRETARY

RESOLUTION 2020-2348

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

This Second Amendment is made and entered into as of May ____, 2020, by and between the DuPage Airport Authority, an Illinois municipal corporation (hereinafter the "Airport") and the West Chicago Fire Protection District, an Illinois fire protection district (hereinafter the "District") collectively referred to as the "Parties," which have approved this Second Amendment in the manner provided by law.

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

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

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

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

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

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

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

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

WHEREAS, the Parties have previously entered into an Intergovernmental Agreement dated January 1, 2016 (the "IGA") for the license of airport and aircraft related fire and rescue equipment, the lease of a fire station and fire protection services; and

WHEREAS, the Parties have previously entered into the First Amendment to Intergovernmental Agreement dated January 26, 2017 and adding to the Premises under the IGA (the "First Amendment"); and

WHEREAS, pursuant to the terms of the IGA, the IGA will terminate on May 31, 2020 and the Parties desire to extend their relationship; and

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

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

1. **RECITALS.** The Recitals are incorporated into this Second Amendment as if fully set forth herein.

2. **DEFINITIONS.** All terms used herein, unless otherwise specified, shall have the meaning ascribed to them in the IGA and First Amendment.

3. **AMENDMENT TO IGA.** Effective as of May ____, 2020, the IGA shall be and hereby is amended as follows:

A. **TERM.** Paragraph 1 of the IGA is hereby amended by deleting the terms in Paragraph 1 and replacing them with the following:

“The Term of this Agreement is May 31, 2020 through and including May 31, 2024, subject to termination or extension as set forth in this Agreement. In the event the Fire Protection Services portion of this Agreement is terminated pursuant to paragraph 34 of this Agreement, the Equipment License and Fire Station Lease contemplated by the Agreement shall terminate as of that date.”

B. **EQUIPMENT LICENSE.** Exhibit 1 as referenced in Paragraph 2 of the IGA shall be deleted and replaced with Exhibit 1 attached hereto.

C. **COMPENSATION.** Exhibit 3 as referenced in Paragraph 34 of the IGA shall be deleted and replaced with Exhibit 3 attached hereto.

4. **NO OTHER MODIFICATION.** The IGA is only modified as set forth in the First Amendment and as set forth herein and in all other respects remains in full force and effect.

5. **SUCCESSORS AND ASSIGNS.** This Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **MODIFICATION.** This Second Amendment may not be modified or amended except by written agreement executed by the parties hereto.

7. **GOVERNING LAW.** The validity, meaning and effect of this Second Amendment shall be determined in accordance with the laws of the State of Illinois.

8. **COUNTERPARTS.** This Second Amendment may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **SEVERABILITY.** The parties hereto intend and believe that each provision in this Second Amendment comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Second Amendment is found by a court of law to be in violation of any applicable ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, void or unenforceable as written, then such provision shall be given force to the fullest possible extent that the same is legal, valid and enforceable and the remainder of this Second Amendment shall be construed as if such provision was not contained therein.

10. **CONSTRUCTION.** The headings of this Second Amendment are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders. In the event of a conflict between the terms and conditions of the IGA or the First Amendment and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail.

11. **NO THIRD PARTY BENEFICIARIES.** This Second Amendment shall inure to the sole benefit of the parties hereto. Nothing contained herein shall create, or be construed to create, any right in any person not a party to this Second Amendment.

12. **LEGAL REVIEW.** The parties hereto acknowledge that they have been advised by legal counsel of their choice in connection with the interpretation, negotiation, drafting and effect of this Second Amendment and they are satisfied with such legal counsel and the advice which they have received.

13. **FACSIMILE OR ELECTRONIC SIGNATURES.** The parties hereto agree that the use of facsimile or electronic signatures for the negotiation and execution of this Second Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

[SIGNATURE PAGE FOLLOWS]

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

DuPAGE AIRPORT AUTHORITY

WEST CHICAGO FIRE PROTECTION DISTRICT

Executive Director

President, Board of Trustees

ATTEST:

ATTEST:

Secretary, Board of Trustees

EXHIBIT 1 – EQUIPMENT DESCRIPTION

- A. One (1) 2017 Rosenbauer Motors LLC 1500 Gallon 4x4 Panther Aircraft Rescue and Firefighting Vehicle. VIN# 1R94WE685HW490966.


- B. One (1) 2007 Rosenbauer Motors LLC 1500 Gallon 4x4 Panther Aircraft Rescue and Firefighting Vehicle. VIN# 1R94WE6807W490341.


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

EXHIBIT 3

June 1, 2020 thru May 31, 2021	\$38,533
June 1, 2021 thru May 31, 2022	\$40,093
June 1, 2022 thru May 31, 2023	\$41,137
June 1, 2023 thru May 31, 2024	\$42,222

TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: Mark Doles 
Executive Director

RE: Proposed Resolution 2020-2349; Award of Contract to J & L Excavating, Inc. for
Agricultural Drain Tile Repair

DATE: May 12, 2020

SUMMARY:

The Airport Authority's 2020 Capital Budget includes a project to repair agricultural drain tile at the Authority's property located north of North Avenue and west of Powis Road. This property is currently under a cash farm lease and available for future development.

For several years, it has been apparent that drainage issues within the farmed property have been increasing and contributing to wetland growth and wildlife attractants due to old agricultural drain tile that has collapsed. To correct this issue and restore proper drainage, staff utilized the services of CH2M and Huddleston McBride Professional Land Drainage Services to investigate the property and to prepare plans and specifications for this project. The recommended repair includes the installation of 974' of 12" polyethylene dual wall perforated drain tile and two (2) manhole structures at the junction points to functional drainage.



A solicitation for sealed bids was advertised in the April 16, 2020 edition of the *Daily Herald Newspaper*. Nine (9) sealed bids were received and opened at 2:30 p.m. on May 6, 2020. Bid results are as follows:

Bidder	Total Construction Cost
J & L Excavating Maple Park, IL	\$21,815.00
Campton Construction Elburn, IL	\$35,000.00
E. P. Doyle and Son Wheaton, IL	\$45,274.00
Martam Construction Elgin, IL	\$49,215.00
Earthwerks Batavia, IL	\$55,000.00
Misfits Construction Chicago, IL	\$59,500.00
Holiday Sewer and Water Wauconda, IL	\$63,500.00
Ganziano Sewer and Water Woodstock, IL	\$68,000.00
Archon Construction Addison, IL	\$81,932.00

Upon evaluation of the bids, it is apparent that J & L Excavating, Inc. is the low, responsive and responsible bidder. Staff and its design team conducted a scope of work interview with J & L Excavating, Inc. and confirmed full compliance with project specifications. J & L Excavating has completed quality work for the Authority in the past.

PREVIOUS COMMITTEE/BOARD ACTION:

None.

REVENUE OR FUNDING IMPLICATIONS:

2020 Capital Budget	\$192,385
CH2M Design & Permit Coordination	(\$14,683.52)
Huddleston McBride Land Drainage Investigation and Construction Observation	(\$13,975)
J & L Excavating Construction Cost	(\$21,815)
Owner's Contingency (10%)	(\$2,181.50)
	\$139,729.98

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

Legal counsel has previously drafted the A101-2017 Standard Form of Agreement Between Owner and Contractor and the A201-2017 General Conditions of the Contract for Construction.

ATTACHMENTS:

- Proposed Resolution 2020-2349; Award of Contract to J & L Excavating, Inc. for Agricultural Drain Tile 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 2020-2349; Award of Contract to J & L Excavating, Inc. for Agricultural Drain Tile Repair.

RESOLUTION 2020-2349

Award of Contract to J&L Excavating, Inc. for Agricultural Drain Tile 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 agricultural drain tile repair; and

WHEREAS, the Authority received and reviewed nine (9) sealed bids on May 6, 2020; and

WHEREAS, it is apparent that J&L Excavating, Inc. is the low, responsive and responsible bidder at a total cost of \$21,815; and

WHEREAS, the Board of Commissioners of the Authority hereby deems it to be in the best interests of the Authority to enter into a Contract with J&L Excavating, Inc. for agricultural drain tile repair for a total cost not-to-exceed \$23,996.50, which includes a 10% owner’s contingency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles, to execute said Contract with J&L Excavating, Inc. for a total cost not-to-exceed \$23,996.50 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 May, 2020.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2020-2349

**DUPAGE AIRPORT AUTHORITY
 AGRICULTURAL DRAIN TILE REPAIR
 SOLICITATION NO. 2020-0414**

STATEMENT OF POLITICAL CONTRIBUTIONS

J&L Excavating, Inc.
 (name of entity or individual)

48W692 Beith Rd.
Maple Park, IL 60151

(address of entity or individual)

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

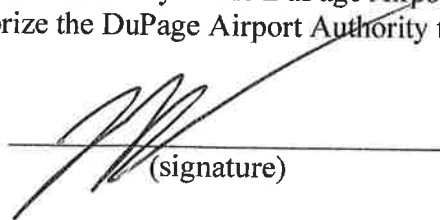
Elected Official	Office	Date	Amount	Form
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

VERIFICATION:


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


5/5/2020
 (date)


 (signature)

President
 (title of signer, if a business)

TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: Mark Doles 
Executive Director

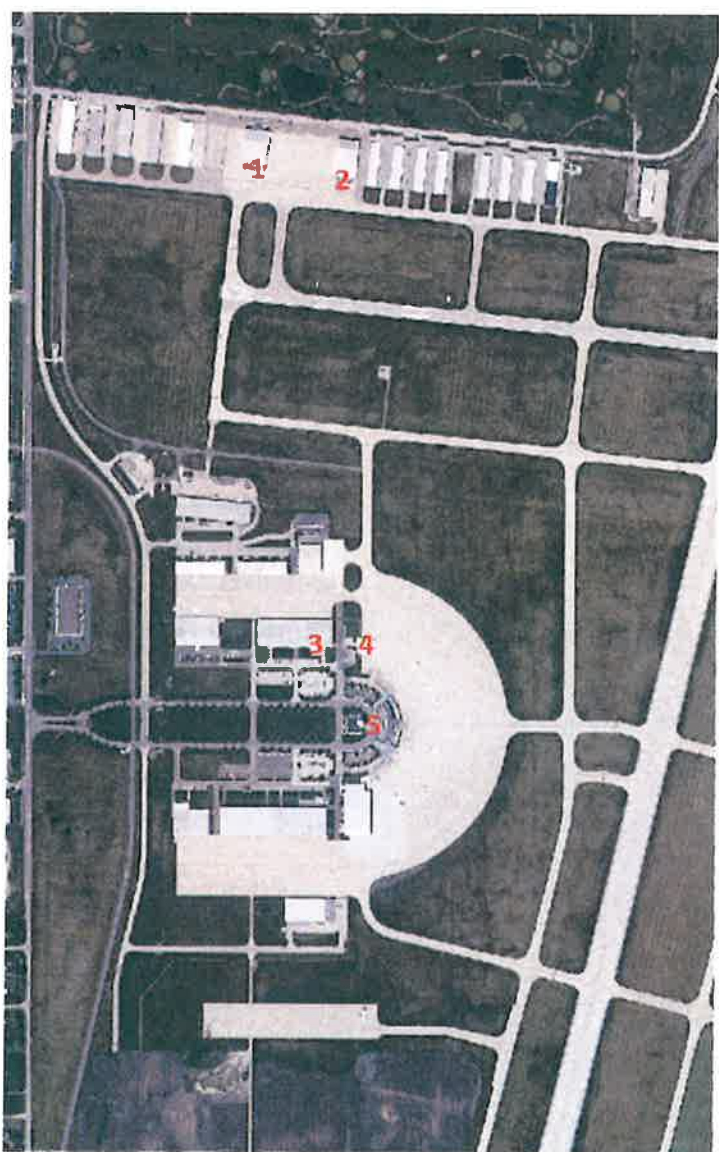
RE: Proposed Resolution 2020-2350; Award of Contract to Regan Heating, Inc. for HVAC Replacements at Several DuPage Airport Authority Facilities

DATE: May 12, 2020

SUMMARY:

The Airport Authority's 2020 Capital Budget includes a project to replace HVAC components at several facilities including the following:

1. Old Administration Building
Replace one (1) rooftop unit.
2. E-10 Hangar Office
Replace one (1) rooftop split system.
3. North Hightail Hangar Office
Replace one (1) rooftop unit.
4. ARFF Station
Add one (1) forced air hanging heater.
5. Air Traffic Control Tower
Equipment Room
Replace one (1) air conditioning unit.



A solicitation for sealed bids was advertised in the April 15, 2020 edition of the *Daily Herald Newspaper*. Nine (9) sealed bids were received and opened at 2:00 p.m. on May 6, 2020. Bid results are as follows:

Bidder	Total Construction Cost – All Locations
Regan Heating, Inc. Justice, IL	\$56,120
One Source Mechanical Dekalb, IL	\$60,055
Westside Mechanical Naperville, IL	\$61,775
KCW Carol Stream, IL	\$61,799
Core Mechanical Chicago, IL	\$62,980
Oak Brook Mechanical Elmhurst, IL	\$74,750
Premier Mechanical Addison, IL	\$97,400
Mechanical Inc Westmont, IL	\$108,200
Amber Mechanical Alsip, IL	\$137,000

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

PREVIOUS COMMITTEE/BOARD ACTION:

None.

REVENUE OR FUNDING IMPLICATIONS:

2020 Capital Budget	\$350,000
Regan Heating Construction Cost	(\$56,120)
Owner's Contingency (10%)	(\$5,612)
	\$288,268

Under a future bid, the Airport Authority anticipates completing a HVAC project at the DuPage Flight Center; which is also part of this 2020 Capital Budget.

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

Legal counsel has previously drafted the A101-2017 Standard Form of Agreement Between Owner and Contractor and the A201-2017 General Conditions of the Contract for Construction.

ATTACHMENTS:

- Proposed Resolution 2020-2350; Award of Contract to Regan Heating, Inc. for HVAC Replacements at Several DuPage Airport Authority Facilities.
- 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 2020-2350; Award of Contract to Regan Heating, Inc. for HVAC Replacements at Several DuPage Airport Authority Facilities.

RESOLUTION 2020-2350

Award of Contract to Regan Heating, Inc. for HVAC Replacements at Several DuPage Airport Authority Facilities

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

WHEREAS, the Authority has solicited sealed bids for HVAC replacements at several Authority facilities; and

WHEREAS, the Authority received and reviewed nine (9) sealed bids on May 6, 2020; and

WHEREAS, it is apparent that Regan Heating, Inc. is the low, responsive and responsible bidder at a total cost of \$56,120; and

WHEREAS, the Board of Commissioners of the Authority hereby deems it to be in the best interests of the Authority to enter into a Contract with Regan Heating, Inc. for HVAC replacements at several Authority facilities for a total cost not-to-exceed \$61,732, which includes a 10% owner’s contingency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles, to execute said Contract with Regan Heating, Inc. for a total cost not-to-exceed \$61,732 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 May, 2020.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2020-2350

**DUPAGE AIRPORT AUTHORITY
HVAC PROJECTS
SOLICITATION NO. 2020-0413**

STATEMENT OF POLITICAL CONTRIBUTIONS

N/A REGAN HEATING, INC
(name of entity or individual)

N/A 8200 S 86TH CT
JUSTICE, IL 60458

(address of entity or individual)

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

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


5/4/2020
(date)


Joseph Regan
(signature)

President
(title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: Mark Doles 
Executive Director

RE: Proposed Resolution 2020-2351; Ratification of the Executive Director's 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: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment

DATE: May 12, 2020

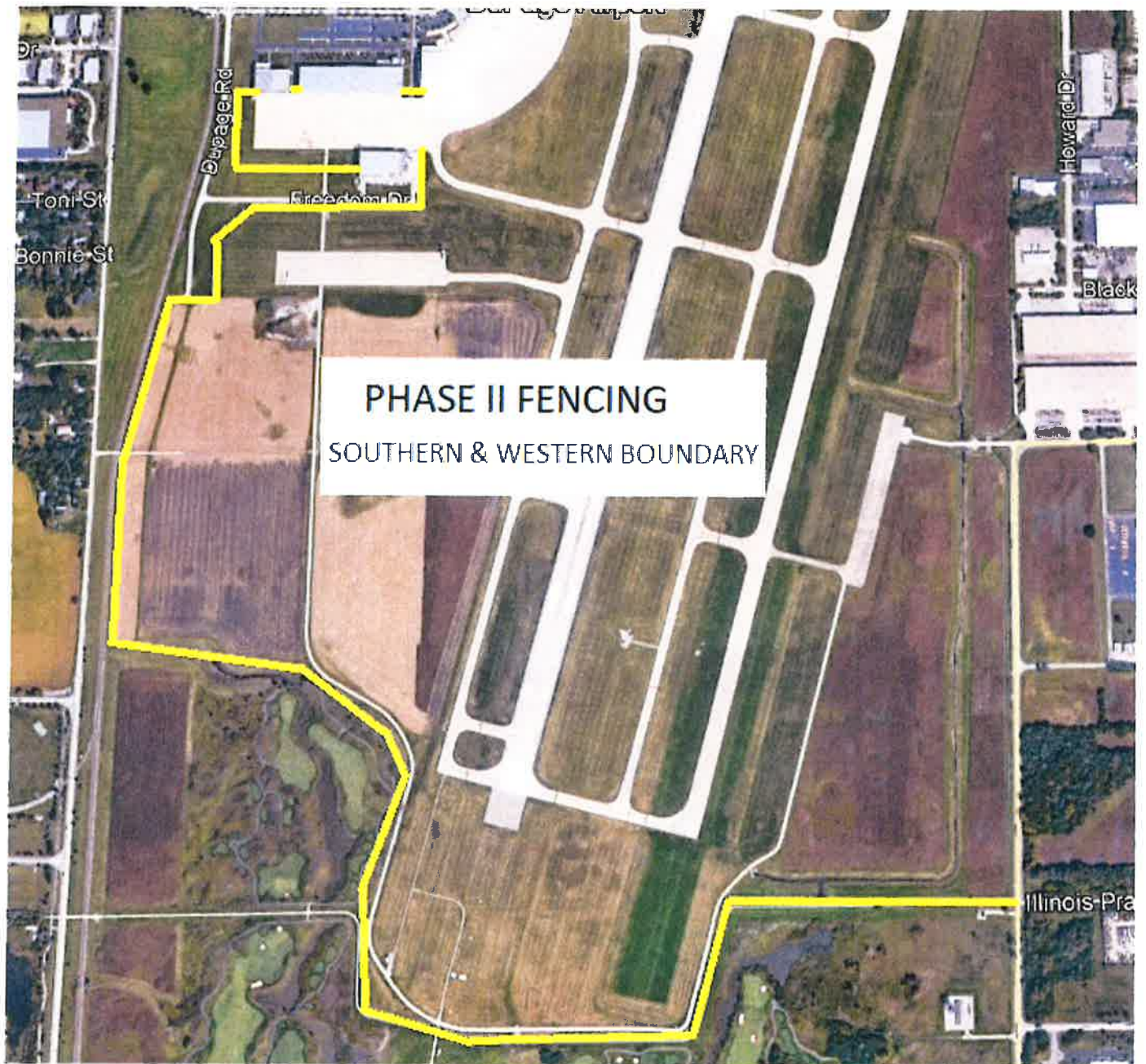
SUMMARY:

The Illinois Department of Transportation, Division of Aeronautics ("IDA") and the DuPage Airport Authority desire completing an Airport Improvement Program ("AIP") project known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

The project will upgrade existing airfield perimeter fencing along the southern and western boundary of the airport. The upgrade includes removing and replacing existing 6' fence with 8' fence, installation of wildlife fence skirt, installation of outriggers and barbed wire, and the installation of a 10' vegetative free zone at the base of the fence. The upgrade will reduce the threat of wildlife from digging under the fence and/or jumping over the fence and entering onto the airfield. Construction is anticipated to start in the Fall of 2020.

The total project cost including design, construction, materials certification and State administration fees is anticipated to be \$1,524,487, with the Authority's local share not-to-exceed \$378,925. Due to timing requirements following the IDA construction letting, the Executive Director was required to execute the Intergovernmental Agreement with IDA and release the Authority's local share payment of the project.

Staff requests the Board's approval to ratify the actions of the Executive Director to participate in this project.



PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2019 Regular Board Meeting - the Board approved Resolution 2019-2248; Authorizing the Execution of Design Phase Engineering Services Agreements with CH2M for the Airport Improvement Program Projects Known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment and Upgrade Airport Perimeter Fencing Phase III Per 2008 Wildlife Hazard Assessment.

September 18, 2019 Regular Board Meeting - the Board approved Resolution 2019-2294; Authorizing Change Order No. 1 to the Design Phase Engineering Services Agreement with CH2M for the Airport Improvement Project Known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

REVENUE OR FUNDING IMPLICATIONS:

The total project cost including design, construction, materials certification and State administration fees is anticipated to be \$1,524,487, \$1,145,562 of Federal and State funding will be provided for this project with the Authority's local share not-to-exceed \$378,925.

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel has previously reviewed the Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics.

ATTACHMENTS:

- Proposed Resolution 2020-2351; Ratification of the Executive Director's 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: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2020-2351; Ratification of the Executive Director's 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: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

RESOLUTION 2020-2351

Ratification of the Executive Director's 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: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment

WHEREAS, the State of Illinois Department of Transportation, Division of Aeronautics (the "Department") and the DuPage Airport Authority (the "Authority") desire to sponsor a project known as Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment (the "Project") for the further development of a public airport under Title 49, U.S.C., Subtitle VII, as amended, and the rules, regulations, and procedures promulgated pursuant thereto; the Illinois Aeronautics Act (620 ILCS 5/1, *et seq.*); and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*); and

WHEREAS, the Authority has applied for State assistance in procuring State and/or Federal funds and hereby designates the Department as required by the above legal authority to accomplish the Project; and

WHEREAS, the total Project cost including design, construction, materials certification and State administration fees is estimated to be \$1,524,487, and the Authority's share is an amount not-to-exceed \$378,925; and

WHEREAS, due to the timing of the need to execute the Intergovernmental Agreement, the Executive Director has executed the Intergovernmental Agreement with the Department and has released the Authority's share of the Project in an amount not-to-exceed \$378,925; and

WHEREAS, the Board of Commissioners of the Authority deem it to be in the best interests of the Authority to ratify the execution of the Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project known as Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment and release the Authority's local share participation not-to-exceed \$378,925.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby ratifies the Executive Director's execution of said Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics and the release of the Authority's local share payment in an amount not-to-exceed \$378,925 for the Project known as Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

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 May, 2020.

CHAIRMAN


(ATTEST)


SECRETARY



DUPAGE AIRPORT
AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: Mark Doles 
Executive Director

RE: Proposed Resolution 2020-2352; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment

DATE: May 12, 2020

SUMMARY:

As discussed under the previous agenda item, the Illinois Department of Transportation, Division of Aeronautics (“IDA”) and the DuPage Airport Authority desire completing an Airport Improvement Program (“AIP”) project known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

The Authority previously selected CH2M for providing design and construction phase engineering services related to this project. Staff is in receipt of a Construction Phase Engineering Services Agreement from CH2M to provide construction oversight during this project for a total not-to-exceed amount of \$118,019.32.

The Authority anticipates receiving 75% reimbursement from Federal and State funding for construction phase engineering services.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2019 Regular Board Meeting - the Board approved Resolution 2019-2248; Authorizing the Execution of Design Phase Engineering Services Agreements with CH2M for the Airport Improvement Program Projects Known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment and Upgrade Airport Perimeter Fencing Phase III Per 2008 Wildlife Hazard Assessment.

September 18, 2019 Regular Board Meeting - the Board approved Resolution 2019-2294; Authorizing Change Order No. 1 to the Design Phase Engineering Services Agreement with CH2M for the Airport Improvement Project Known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

REVENUE OR FUNDING IMPLICATIONS:

The Construction Phase Engineering Services Agreement with CH2M is for a total not-to-exceed amount of \$118,019.32. The Authority anticipates receiving 75% reimbursement from Federal and State funding for these services.

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel has previously reviewed the State of Illinois Department of Transportation, Division of Aeronautics Standard Agreement for Consultant Services at Illinois Airports for A/E, Planning and Special Services.

ATTACHMENTS:

- Proposed Resolution 2020-2352; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2020-2352; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment.

RESOLUTION 2020-2352

Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment

WHEREAS, the DuPage Airport Authority, an Illinois Special District ("Authority"), previously selected CH2M Hill ("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 Upgrade Airport Perimeter Fencing Phase II Per 2008 Wildlife Hazard Assessment (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 Construction Phase Engineering Services Agreement from CH2M to provide construction observation services for the Project for a total not-to-exceed amount of \$118,019.32; and

WHEREAS, the Authority anticipates receiving 75% reimbursement from Federal and State funds to accomplish said services; 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 Construction Phase Engineering Services Agreement with CH2M for the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles, to execute a Construction Phase Engineering Services Agreement with CH2M for a total not-to-exceed amount of \$118,019.32 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 May, 2020.

CHAIRMAN

(ATTEST)

SECRETARY



TO: Board of Commissioners

FROM: Mark Doles 
Executive Director

RE: Authorization of Proposed Resolution 2020-2353, Authorizing the Execution of a Temporary Construction Easement between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road; and

Authorization of Proposed Resolution 2020-2354, Authorizing the Execution of a Utility Easement between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road

DATE: May 14, 2020

SUMMARY:

Please let this memo serve for both proposed Resolution 2020-2353 and Resolution 2020-2354.

This is a request to approve both a Temporary Construction Easement and a Utility Easement with AT&T to provide telecommunications and internet service to properties along Tower Road.

Telecommunications and internet infrastructure service capacity is inadequate for the facilities located on Tower Road. The DuPage Airport Authority has at least two current aviation business tenants (Illinois Aviation Academy and Planemasters) that are in need of upgraded service.

These easements will allow for the installation of infrastructure on the north side of Tower Road to serve both these existing businesses along with future needs if required.

Attorney Luetkehan's attached memo details both of these proposed easements.

The proposed easements have no identified adverse impacts to the DAA properties.

A picture depicting the proposed easement, and its location are on the next page. The easement runs from Kautz Road on the north side of Tower Road. There are also additional utility connections for both 32W751 Tower Road (Illinois Aviation Academy) and 32W611 Tower Road (Planemasters).



PREVIOUS COMMITTEE/BOARD ACTION:

None

REVENUE OR FUNDING IMPLICATIONS:

No impact identified.

STAKEHOLDER PROCESS:

Both Illinois Aviation Academy and Planemasters support these proposed easements.

LEGAL REVIEW:

Authority Legal Counsel worked directly with AT&T on this issue – memo attached.

ATTACHMENTS:

- Memo from Atty. Luetkehans
- Proposed Resolution 2020-2353, Authorizing the Execution of a Temporary Construction Easement between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road
- Proposed Temporary Construction Easement Agreement with AT&T
- Proposed Resolution 2020-2354, Authorizing the Execution of a Utility Easement between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road
- Proposed Utility Easement with AT&T

ALTERNATIVES:

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

RECOMMENDATION:

It is the recommendation of the Executive Director and staff that the Board approves both of the following Resolutions at the May 20th Board meeting:

Proposed Resolution 2020-2353, Authorizing the Execution of a Temporary Construction Easement between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road; and

Proposed Resolution 2020-2354, Authorizing the Execution of a Utility Easement between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road

MEMORANDUM

TO: DuPage Airport Authority Board of Commissioners

FROM: Phillip A. Luetkehans, Brian J. Armstrong

SUBJECT: AT&T Utility Easement

DATE: May 6, 2020

AT&T ("AT&T") has requested a perpetual Utility Easement and a Temporary Construction Easement adjacent to Tower Road in order to bring cables to serve the hangars occupied by Planemasters (32W611 Tower Road) and Illinois Aviation Academy (32W751 Tower Road).

The Utility Easement will permit AT&T to bring its cables (which will be buried underground) from Kautz Road along the north side of Tower Road, under Tower Road, and then into the buildings. The form of the Utility Easement and Temporary Construction Easement is similar to other utility easements which the Board has entered into over the past several years. The agreements include the normal lien, restoration, and indemnity provisions that we require in any easement agreement granted by the DuPage Airport Authority.

However, AT&T has requested to self-insure for the insurance requirements. Erik Egeland from Gallagher reviewed AT&T's proposed modifications regarding the insurance requirements, including the self-insurance provisions (See Section 5 of the Insurance Requirements Exhibit to each document), and has approved them but noted that AT&T should also be required to indemnify for the obligations for which they self-insure. Accordingly, the easement documents have been revised from our standard easement forms to state that AT&T must indemnify for all items for which it otherwise would provide insurance. See Paragraphs 4 and 5 of the Utility Easement and Paragraphs 7 and 8 of the Temporary Construction Easement. Mr. Egeland has also advised that it is up to the Board to determine whether it believes AT&T is sufficiently financially sound to permit it to self-insure.

Notwithstanding AT&T's request to self-insure, AT&T has provided a Certificate of Insurance stating that Old Republic Insurance Company is providing the required coverages. Mr. Egeland has reviewed the Certificate of insurance and finds it acceptable. However, AT&T would be allowed to self-insure under these agreements in the future, if it decided to proceed in that manner.

AT&T has already executed the Temporary Construction Easement and Utility Easement.

Our law firm recommends that the Board of Commissioners authorize the Executive Director to execute this Utility Easement.

RESOLUTION 2020-2353

Authorizing the Execution of a Temporary Construction Easement between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road

WHEREAS, the DuPage Airport Authority (the “Authority”) is an Illinois Special District that owns the real properties commonly known as 32W611 and 32W751 Tower Road, West Chicago, IL (the “Properties”); and

WHEREAS, AT&T desires to provide telecommunications and internet service to the Properties and, therefore, desires to install cables and other related equipment to be able to provide telecommunications and internet services to the Properties; and

WHEREAS, AT&T will install the cables and equipment and, therefore, desires a Temporary Construction Easement over the Properties to install the equipment; and

WHEREAS, the Authority deems it to be in the best interest of the Authority to grant the Temporary Construction Easement being attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles to execute the Temporary Construction Easement set forth in the attached Exhibit A and to take whatever steps necessary to effectuate the terms of the Temporary Construction Easement.

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 May, 2020.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2020-2353

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made as of this _____ day of _____, 2020, by and between the DuPage Airport Authority, an Illinois special district ("Grantor"), and Illinois Bell Telephone Company, LLC, d/b/a AT&T Illinois ("Grantee"), under the following circumstances, terms and conditions:

RECITALS

WHEREAS, Grantor is an Illinois Special District unit of local government exercising the powers conferred upon it by statute; and

WHEREAS, Grantee is or will be installing cables and related equipment to permit the provision of internet and telecommunications services (the "Facilities") to the properties commonly known as 32W751 Tower Road and 32W611 Tower Road, West Chicago, Illinois, 60185 (the "Property");

WHEREAS, the Facilities will be installed on the Property as depicted on Exhibit A, attached hereto and made a part hereof (that portion of the Property where Facilities will be installed and work will be performed is referred to as the "Easement Premises"); and

WHEREAS, Grantee desires to obtain a temporary easement for the purpose of installing the Facilities within the Easement Premises, below grade; and

WHEREAS, Grantor now finds it necessary and convenient to grant a temporary easement to Grantee, and Grantee finds it convenient to accept such grant of temporary easement from Grantor, on the terms and conditions expressly set forth herein; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual agreements and covenants contained herein, and for other good and valuable

consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference and made a part hereof.
2. **Temporary Easement.** Grantor hereby grants to Grantee a non-exclusive and temporary easement on, over and across the Easement Premises as is reasonably necessary to install the Facilities within the Easement Premises.
3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on the sooner of September 14, 2020 or the completion of restoration as set forth below.
4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor, the Easement Premises, or the Property in favor of Grantee or its agents. Grantee shall indemnify, defend and hold harmless Grantor, the Easement Premises and the Property from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor, the Easement Premises, or the Property, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.
5. **Restoration.** Grantee shall not disturb or damage any concrete or asphalt paving or curbs without separate prior written approval of Grantor. If any part of the Easement Premises or other areas of Grantor's property is disturbed by Grantee's work, use, or access, Grantee shall commence restoration not later than thirty (30) days after the completion of the work (weather permitting) and will reasonably continue restoration work until the Easement

Premises is restored to at least as good a condition as it was before this Agreement. Restoration shall be complete by September 14, 2020, weather permitting. If Grantee fails to restore the Easement Premises or other disturbed property, the Grantor, after having given Grantee written notice requesting that it do so, may perform the restoration if Grantee fails to commence restoration within seven (7) days after receipt of such written notice, and charge Grantee the reasonable costs of said restoration.

6. **Reservation.** Grantor reserves the right to use, and to allow others the right to use, the Easement Premises. The Grantor shall not obstruct Grantee's access on and to the Easement Premises.

7. **Insurance.** Prior to entry upon the Easement Premises, and at all times during use of the Easement Premises, Grantee shall have in effect insurance in types and amounts set forth on **Exhibit B** attached hereto. Such insurance shall be primary and non-contributory and shall include Grantor as an additional insured, as indicated on Exhibit B, with waivers of subrogation. In the event GRANTEE self-insures for any of the coverages required in Exhibit B, GRANTEE shall to the fullest extent permitted by law defend, indemnify and hold harmless GRANTOR for such items as set forth in paragraph 8.

8. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Grantee, or its employees, agents, representatives, contractors or assigns (collectively, the "Grantee Parties") in exercising any of Grantee's rights under this Agreement or from the use of the Easement Premises in any manner whatsoever by any of the Grantee Parties. Grantee's indemnification in

this paragraph includes, without limitation, any and all items for which Grantee is obligated to provide insurance pursuant to the Insurance Requirements Exhibit attached hereto but for which Grantee self-insures. Grantee's indemnification shall not be limited to the limits of insurance in the Insurance Requirements Exhibit. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of or are caused by the acts or omissions of the Grantor, its contractors, agents or representatives. Grantee's obligations under this Paragraph shall be in addition to, and not in lieu of, Grantee's obligation to maintain insurance. Grantee's obligations in this paragraph shall survive the termination or expiration of this Agreement.

9. **Exceptions.** The easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Easement Premises.

10. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by all parties hereto.

11. **Notices.** All notices to be given hereunder shall be personally delivered; sent via certified mail, return receipt requested with postage prepaid; or mailed via a reputable overnight courier to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

IF TO GRANTOR:

Mr. Mark Doles
Executive Director
DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, IL 60185

with a copy to:

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

IF TO GRANTEE:

AT&T Illinois
222 W. Jackson Street
Woodstock, IL 60098
Attention: MGR OSP Plant & Engineering
Design

With a copy to:

AT&T Services, Inc.
208 S. Akard Street
Dallas, TX 75202
Attention: Legal Department – Network
Services

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of delivery.

12. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The parties agree that the only proper venue for any litigation regarding this Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the personal jurisdiction of said court.

13. **Section Headings.** The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an Exhibit in this Agreement shall be deemed to incorporate by reference that Exhibit into this Agreement such that it is an integral part of this Agreement.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

15. **Enforcement.** If Grantor initiates any action to enforce, interpret, or declare rights under this Agreement and is the substantially prevailing party, it shall be entitled to recover its reasonable attorneys' fees and costs of litigation (including, without limitation, filing fees, expert witness fees, deposition costs, and transcript costs).

16. **Performance Bond.** Grantee shall obtain and provide Grantor with a performance bond in an amount sufficient to secure Grantee's obligations to restore the Easement Premises as required by this Agreement. The bond shall be from a company authorized to do business in Illinois and with an A.M. Best rating of A-VIII or higher.

17. **Consent.** Planemasters and Illinois Aviation Academy ("IAA") are tenants under leases with Grantor for the property at 32W751 Tower Road and 32W611 Tower Road, respectively (the "Leases"). Planemasters and IAA each consent to this Temporary Construction Easement, and the temporary locating and storage of the equipment related to the installation of the Facilities on the Easement Premises and to Grantee's right of access to the Easement Premises. Further, each agrees that neither this Agreement nor Grantee's accessing or using the Property and/or installing the Facilities within the Easement Premises impairs, precludes, delays or interferes with their respective rights under the Leases. Neither Planemasters nor IAA is not a party to this Agreement and their acknowledgment and consent in this paragraph shall not result in any liability or responsibility by either for Grantee's obligations under this Agreement.

18. **Severance.** In the event any term or provisions of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and

provisions of this Agreement shall not be affected thereby and shall remain valid and in full force and effect.

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

GRANTOR:

**DUPAGE AIRPORT AUTHORITY, an
Illinois special district**

By: _____
Name: _____
Title: _____

GRANTEE:

**ILLINOIS BELL TELEPHONE
COMPANY, LLC, d/b/a AT&T ILLINOIS**

By: Debra Heitzler
Name: Debra Heitzler
Title: Right of way mgr.

ACKNOWLEDGMENT:

[TENANT]

By: _____
Name: _____
Its: _____

EXHIBIT A

Depiction of Easement Premises

TOWER INFO
 SITE ADDRESS:
 DUPAGE AIRPORT TOWER ROAD
 WEST CHICAGO, IL 60155

ILLINOIS EAST
 and North
 GSD: 1000
 CONVERGENCE: 0.03"
 TRUE NORTH TO MAGNETIC DECLARATION: 3°23' W
 COMBINED SCALE FACTOR: 0.999975500

LEGEND
 FOUND PROPERTY MARKER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 POE = POINT OF ENDING
 CALCULATED POINT
 MALIBOX
 WATER VALVE
 SEWER MANHOLE
 FIRE HYDRANT
 4" CLEAN OUT
 LIGHT POLE
 STREET SIGN
 GATE KEYPAD
 GRAPE INLET
 POWER METER
 GAS LINE MARKER
 EXISTING TOWER

FLOOD NOTE
 By graphic plotting only, the subject property appears to be in Zone "X" (Special Flood Hazard Area) on the Flood Insurance Rate Map (FIRM) No. 1704A00017L, which bears an effective date of August 01, 2019 and is NOT in a special flood hazard area.
 Zone "X": Areas determined to be at risk of 0.2% annual chance flooding.

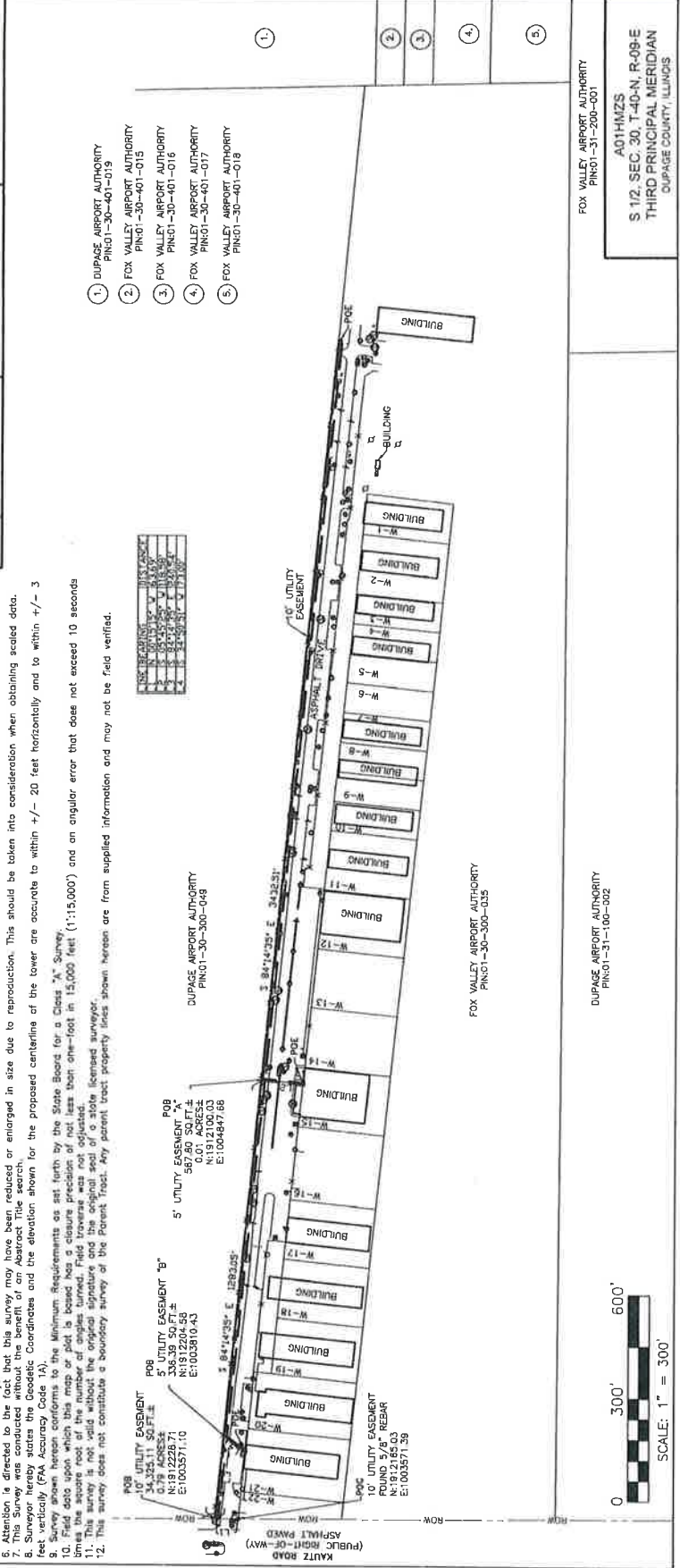
VICINITY MAP
 E MAIN STREET
 KAUTZ ROAD
 NOT TO SCALE

10' UTILITY EASEMENT (AS-SURVEYED)
 A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows:
 COMMENCING at a 3/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121, recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" W a distance of 63.69 feet to a point; thence S 84°14'35" E a distance of 34.3231 feet to the POINT OF BEGINNING; thence S 84°14'35" E a distance of 3.43231 feet to the POINT OF ENDING; containing 34,323.1 square feet of land more or less.

5' UTILITY EASEMENT "A" (AS-SURVEYED)
 A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows:
 COMMENCING at a 3/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121, recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" W a distance of 63.69 feet to a point; thence S 84°14'35" E a distance of 34.034 feet to the POINT OF BEGINNING; thence S 84°14'35" E a distance of 3.43231 feet to the POINT OF ENDING; containing 338,338 square feet of land more or less.

5' UTILITY EASEMENT "B" (AS-SURVEYED)
 A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows:
 COMMENCING at a 3/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121, recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" W a distance of 63.69 feet to a point; thence S 84°14'35" E a distance of 34.034 feet to the POINT OF BEGINNING; thence S 84°14'35" E a distance of 3.43231 feet to the POINT OF ENDING; containing 338,338 square feet of land more or less.

SURVEYOR'S NOTES
 1. This is an Easement Exhibit. Date of field survey is March 18, 2020.
 2. The following surveying instruments were used at time of field visit: Topcon DM55 Total Station, Reflectless and Hiper SR RTK Network Rover with static capability.
 3. Bearings are based on Illinois East State Plane Coordinates NAD 83 by GPS observation.
 4. All underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located.
 5. This survey was conducted for the purpose of an Easement Exhibit only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
 6. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
 7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
 8. Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
 9. Survey shown hereon conforms to the minimum requirements as set forth by the State Board for a Class "A" Survey.
 10. Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000) and an angular error that does not exceed 10 seconds (10" per station).
 11. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.



10' UTILITY EASEMENT (AS-SURVEYED)

A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows;
COMMENCING at a 5/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121 recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" W a distance of 63.69 feet to the POINT OF BEGINNING of a utility easement being 10 feet in width and lying 5 feet on each side of the following described centerline; thence S 84°14'35" E a distance of 3,432.51 feet to the POINT OF ENDING. Containing 34,325.11 square feet (0.79 acres) of land more or less.

5' UTILITY EASEMENT "A" (AS-SURVEYED)

A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows;
COMMENCING at a 5/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121 recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" W a distance of 63.69 feet to a point; thence S 84°14'35" E a distance of 1283.05 feet to the POINT OF BEGINNING of a utility easement being 5 feet in width and lying 2.5 feet on each side of the following described centerline; thence S 05°45'25" W a distance of 118.58 feet to the POINT OF ENDING. Containing 567.80 square feet (0.01 acres) of land more or less.

5' UTILITY EASEMENT "B" (AS-SURVEYED)

A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows;
COMMENCING at a 5/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121 recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" W a distance of 63.69 feet to a point; thence S 84°14'35" E a distance of 240.54 feet to the POINT OF BEGINNING of a utility easement being 5 feet in width and lying 2.5 feet on each side of the following described centerline; thence S 34°50'51" W a distance of 73.00 feet to the POINT OF ENDING. Containing 336.39 square feet.

EXHIBIT B

Insurance Requirements

1. Commercial General Liability:

Grantee shall maintain commercial general liability coverage (CGL) per ISO form CG 00 01 or its equivalent with a limit of \$5,000,000 each occurrence and a \$5,000,000 aggregate.

Insurance shall cover liability arising from premises, operations, products-completed operations, contractual liability, and personal and advertising injury.

DuPage Airport Authority shall be included as an additional insured under CGL. DuPage Airport Authority's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury arising out of, in whole or in part, the acts or omissions of Grantee, its employees, agents or independent contractors; and (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of DuPage Airport Authority, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of DuPage Airport Authority, its employees, agents or independent contractors.. The CGL policy shall be endorsed to provide DuPage Airport Authority with coverage on a primary and non-contributory basis. Copies of the required additional insured endorsements must be provided with the certificate of insurance and will reasonably be subject to approval by DuPage Airport Authority

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

The CGL policy shall provide a waiver of subrogation as respect to DuPage Airport Authority their officers, directors and employees.

Continuing CGL Coverage. Grantee shall maintain the CGL in these limits and terms as long as the Site Access Agreement is in place.

2. Commercial Umbrella/Excess Liability Insurance:

Grantee shall maintain commercial umbrella/Excess insurance with a limit of \$5,000,000 per occurrence and in the aggregate. Grantee may use any combination of primary and excess insurance to meet the total limits required.

Grantee's commercial umbrella/Excess liability policy shall be a "following form" policy and any additional insured under any required policy of "underlying insurance" will automatically be an additional insured under this umbrella/excess form.

Grantee's commercial umbrella/excess policy shall provide coverage limits in excess of all primary underlying coverage limits including the Commercial General Liability Policy

(CGL); the Business Auto Policy; and the Employers Liability Section of the Workers Compensation Policy.

Continuing Commercial Umbrella/Excess Policy Coverage: Grantee shall maintain a commercial umbrella/excess policy in these limits and terms as long as this Agreement is in place.

3. Business Auto Insurance

Grantee shall maintain business auto liability insurance with a primary limit of \$1,000,000 each accident.

Such insurance shall cover any auto (including owned, hired and non-owned autos).

Grantee shall have the Business Auto policy endorsed to provide a waiver subrogation as respect to the DuPage Airport Authority, their officers, directors and employees.

Grantee's Commercial Umbrella/Excess Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability. Grantee may use any combination of primary and excess insurance to meet the total limits required.

4. Workers Compensation Insurance

Grantee shall maintain workers compensation and employers liability insurance in the State of Illinois.

The employers liability limits shall be \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease or \$1,000,000 bodily injury by disease policy limit.

Grantee's Commercial Umbrella/Excess Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability. Grantee may use any combination of primary and excess insurance to meet the total limits required.

Grantee and its contractors and subcontractors shall provide a waiver of subrogation on its workers compensation policy in favor of DuPage Airport Authority and shall waive any limitation of its or its contractors or subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

5. Self-Insurance. Notwithstanding the foregoing, Grantee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement subject to the provisions of paragraphs 7 and 8 of the Temporary Construction Easement.

6. General Requirements Applicable to All Insurance

A. Evidence of Insurance

Prior to commencement of the work, Grantee shall furnish DuPage Airport Authority with a certificate of insurance completed and signed by the insured's broker authorized to bind coverage on its behalf. Grantee shall provide for 30 days' written notice to DuPage Airport Authority prior to cancellation of any insurance referred herein that has not been replaced.

Failure of DuPage Airport Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of DuPage Airport Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance.

DuPage Airport Authority shall have the right, but not the obligation, to prohibit Grantee or any contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by DuPage Airport Authority.

Failure to maintain the insurance required in this schedule shall constitute an event of default under this Agreement and shall allow DuPage Airport Authority to immediately terminate this Agreement at DuPage Airport Authority's option. If Grantee fails to maintain the insurance as set forth herein, DuPage Airport Authority shall have the right, but not the obligation, to purchase said insurance at Grantee's expense.

With respect to insurance maintained after Grantee completes installation of the Facilities, an additional certificate evidencing such coverage shall be promptly provided to DuPage Airport Authority when requested.

B. General Insurance Provisions

No Representation of Coverage Adequacy – By requiring the insurance as set out in this schedule, DuPage Airport Authority does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities provided to DuPage Airport Authority in this Agreement, or any other provision of the Contract Documents.

Cross Liability – If Grantee's liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

The insurance requirements set out in this Schedule are independent from all other obligations of Grantee under this Agreement, including Grantee's obligation to defend, indemnify and hold harmless the DuPage Airport Authority, and apply whether or not required by any other provision of this Agreement.

Grantees Insurance – Grantee shall cause each contractor and subcontractor employed by Grantee to purchase and maintain insurance of the type specified in this Schedule. When requested by DuPage Airport Authority, Grantee shall furnish to DuPage Airport Authority copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance on an ACORD form shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Authority. Upon Grantor's request, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted upon Grantee's completion of the installation of the Facilities and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired

Grantee waives all rights against the DuPage Airport Authority and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance or self-insurance.

In the event the requirements of this Exhibit B conflict with insurance requirements elsewhere in this Agreement, the requirements in this Exhibit B shall control.

RESOLUTION 2020-2354

Authorizing the Execution of a Utility Easement between the DuPage Airport Authority and AT&T for the Properties Located at 32W611 and 32W751 Tower Road

WHEREAS, the DuPage Airport Authority (the "Authority") is an Illinois Special District that owns the real properties commonly known as 32W611 and 32W751 Tower Road, West Chicago, IL (the "Properties"); and

WHEREAS, AT&T desires to provide telecommunications and internet service to the Properties and, therefore, desires to install cables and other related equipment to be able to provide telecommunications and internet services to the Properties; and

WHEREAS, AT&T desires a permanent Utility Easement over the Properties to install and maintain the equipment; and

WHEREAS, the Authority deems it to be in the best interest of the Authority to grant the Utility Easement being attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles to execute the Utility Easement as set forth in the attached Exhibit A and to take whatever steps necessary to effectuate the terms of the Utility Easement.

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 May, 2020.

CHAIRMAN

(ATTEST)

SECRETARY

UTILITY EASEMENT

THIS UTILITY EASEMENT
("Agreement") is made as of this ___ day of _____,
2020 by and between the DuPAGE AIRPORT
AUTHORITY, an Illinois Special District
("GRANTOR") and **ILLINOIS BELL
TELEPHONE COMPANY, LLC, d/b/a AT&T
ILLINOIS**, an Illinois limited liability company
("GRANTEE") (collectively the "Parties" or

FOR RECORDER'S USE ONLY

RECITALS

WHEREAS, GRANTEE desires to obtain a perpetual easement to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, cable, conduits and other facilities used in connection with underground transmission and distribution of internet and telecommunications services (collectively the "Facilities"), together with a right of access to the Facilities as may be required incident to the grant herein given on and under property owned by GRANTOR on the terms and conditions expressly set forth herein; and

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

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

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

2. **Facilities Easement.** GRANTOR creates, declares, establishes and grants unto GRANTEE, its agents, successors, employees and any contractors GRANTEE may employ, a perpetual, non-exclusive easement for ingress and egress to, from, over, upon, under and across a 3432.51 foot long by 10 foot wide portion and the areas identified as Easement A and Easement B, all on the property owned by Grantor and legally described in Exhibit "A" attached hereto and as depicted on the Plat of Easement attached hereto as Exhibit "B" and made a part hereof (the "Easement Area") to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, the Facilities and other facilities used in connection with the Facilities.

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

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

4. **Indemnity.** To the fullest extent permitted by law, GRANTEE, on behalf of itself, its agents, successors, assigns, employees or any contractors GRANTEE may employ, agrees to indemnify, defend and hold GRANTOR and its lessees, tenants, officers, directors, board members, employees and agents harmless for any and all loss of life, injury to persons or damage to real or personal property that may be sustained by the other or others, directly or indirectly, arising out of the acts or omissions of GRANTEE, its agents, successors, employees, assigns, designees or any contractors GRANTEE may employ, related to or arising from the rights, duties, or obligations under this Agreement. GRANTEE's indemnification in this paragraph includes, without limitation, any and all items for which GRANTEE is obligated to

provide insurance pursuant to the Insurance Requirements Exhibit attached hereto but for which GRANTEE self-insures. Grantee's indemnification shall not be limited to the limits of insurance in the Insurance Requirements Exhibit. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of or are caused by the acts or omissions of the GRANTOR, its contractors, agents or representatives. GRANTEE's obligations under this Paragraph shall be in addition to, and not in lieu of, GRANTEE's obligation to maintain insurance. GRANTEE's obligations under this Paragraph shall survive the termination or expiration of this Agreement.

5. **Insurance.** GRANTEE shall comply with the terms of Exhibit "C" attached hereto during the term of this Agreement. In the event GRANTEE self-insures for any of the coverages required in Exhibit C, GRANTEE shall to the fullest extent permitted by law defend, indemnify and hold harmless GRANTOR for such items as set forth in paragraph 4.

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

7. **Reservation.** GRANTOR reserves the right to use, and to allow others the right to use, the Easement Area in any manner that will not adversely affect or materially interfere with the exercise by GRANTEE of the rights herein granted. Further, GRANTOR retains the right to plant vegetation, or to construct roads, parking lots or driveways as may be necessary

over portions of the Facilities Easement Area. GRANTOR shall erect no buildings on the Easement Area, unless the Facilities are relocated pursuant to the terms of Paragraph 8 hereof.

8. **Relocation.** GRANTOR reserves the right, at GRANTOR's sole cost and expense, to relocate from time to time the Easement Area and all of the GRANTEE's improvements and Facilities located therein when such relocation is reasonably necessary to facilitate the construction of other improvements upon GRANTOR's property but not interfere with GRANTOR use. If GRANTOR exercises its relocation rights reserved in this Paragraph 8:

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

- (f) Upon completion of all relocation work, GRANTOR and GRANTEE shall execute, acknowledge and record a partial release of this Agreement as to that portion of the Easement Area relocated pursuant to this provision.

9. **Successors.** The term “Grantor’s Successors” shall mean and include each of GRANTOR’s successors in title to the Easement Area or any part thereof or interest therein. The easements, rights and privileges herein granted to GRANTEE and reserved to GRANTOR, and all of the covenants and agreements of the parties herein:

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

10. **Governing Law; Venue; Remedies and Attorneys’ Fees.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The parties agree that the only proper venue for any litigation under or regarding this Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the personal jurisdiction of said court. In the event a party, or its successors breaches any of the covenants contained herein, the other party, or its successors may enforce the terms of this Agreement by appropriate action for damages and/or injunction. The prevailing party in any

action to enforce, interpret, or declare rights under this Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs of litigation from the other party (including, without limitation, filing fees, expert witness fees, deposition costs, transcript costs).

such a proceeding, it shall recover, as part of its costs, all reasonable attorneys' fees and costs incurred therein from the GRANTEE.

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

If to GRANTOR:	ATTN: Executive Director DuPage Airport Authority 2700 International Drive, Suite 200 West Chicago, IL 60185
with a copy to:	Phillip A. Luetkehans, Esq. Luetkehans, Brady, Garner & Armstrong, LLC 105 East Irving Park Road Itasca, IL 60143
If to GRANTEE:	AT&T Illinois 222 W. Jackson Street Woodstock, IL 60098 Attn: MGR OPS Plant & Engineering Design
With a copy to:	AT&T Services, Inc. 208 S. Akard Street Dallas, TX 75202 Attn: Legal Department – Network Services

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

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

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

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

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

17. **Amendments.** No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be valid unless made in writing and fully signed by the Parties with a finalized copy of the amendment distributed between the Parties.

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

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

GRANTOR:

DuPAGE AIRPORT AUTHORITY,
an Illinois Special District

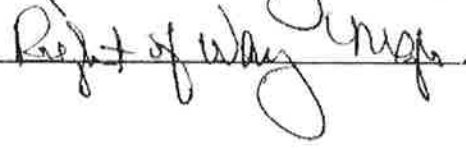
By: _____

Its: _____

GRANTEE:

ILLINOIS BELL TELEPHONE COMPANY,
LLC, d/b/a AT&T ILLINOIS, an Illinois limited
liability company

By:  _____

Its:  _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

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

GIVEN under my hand and notarial seal as of this ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF ~~DuPAGE~~)
McHenry

I, the undersigned, a Notary Public in and for and residing in said County and State, DO
HEREBY CERTIFY that Debra Letzow as
Right of Way Mgr of the Illinois Bell Telephone Co. North,
personally known to me to be the same person whose name is subscribed to the foregoing
instrument as such ROW Mgr., appeared before me this day in person and acknowledged
that he/she signed and delivered said instrument as his/her own free and voluntary act and as the
free and voluntary act of said Corporation.

GIVEN under my hand and notarial seal as of this 21 day of April, 2020.

Valeria Garcia
Notary Public

My Commission Expires: 05/01/22

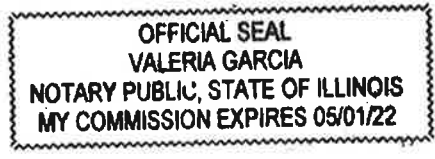


EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA



SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Telephone: (205) 252-6985
Fax: (205) 320-1504

10' UTILITY EASEMENT (AS-SURVEYED)

A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows;
COMMENCING at a 5/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121 recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" W a distance of 63.69 feet to the POINT OF BEGINNING of a utility easement being 10 feet in width and lying 5 feet on each side of the following described centerline; thence S 84°14'35" E a distance of 3,432.51 feet to the POINT OF ENDING. Containing 34,325.11 square feet (0.79 acres) of land more or less.

5' UTILITY EASEMENT "A" (AS-SURVEYED)

A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows;
COMMENCING at a 5/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121 recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" W a distance of 63.69 feet to a point; thence S 84°14'35" E a distance of 1283.05 feet to the POINT OF BEGINNING of a utility easement being 5 feet in width and lying 2.5 feet on each side of the following described centerline; thence S 05°45'25" W a distance of 118.58 feet to the POINT OF ENDING. Containing 567.80 square feet (0.01 acres) of land more or less.

5' UTILITY EASEMENT "B" (AS-SURVEYED)

A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows;
COMMENCING at a 5/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121 recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" W a distance of 63.69 feet to a point; thence S 84°14'35" E a distance of 240.54 feet to the POINT OF BEGINNING of a utility easement being 5 feet in width and lying 2.5 feet on each side of the following described centerline; thence S 34°50'51" W a distance of 73.00 feet to the POINT OF ENDING. Containing 336.39 square feet.

EXHIBIT B – EASEMENT PLAT

TOWER INFO

SITE ADDRESS:
 DUPAGE AIRPORT TOWER ROAD
 WEST CHICAGO, IL 60185

ILLINOIS EAST
 GRID TO TRUE NORTH
 REFERENCE
 0003
 TRUE NORTH TO MAGNETIC
 VARIATION
 3.28° W
 COMBINED SCALE FACTOR
 0.99997500

LEGEND

- FOUND PROPERTY MARKER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POE = POINT OF ENDING
- CALCULATED POINT
- ▲ TELEPHONE PEDESTAL
- ▲ MAILBOX
- ▲ WATER VALVE
- ▲ SEWER MANHOLE
- ▲ FIRE HYDRANT
- ▲ 4" CLEAN OUT
- ▲ LIGHT POLE
- ▲ STREET SIGN
- ▲ GATE KEYPAD
- ▲ GRATE INLET
- ▲ POWER METER
- ▲ GCG ONE METER
- ▲ EXISTING TOWER

FLOOD NOTE
 By graphic plotting only, the subject property appears to lie in Zone "X" flood hazard area as shown on the Flood Insurance Community Plan No. 17045A00174, which bears an effective date of August 01, 2019 and is NOT in a special flood hazard area.
 Zone "X": Areas determined to be in a moderate risk of annual chance flooding.

VICINITY MAP
 NOT TO SCALE

10' UTILITY EASEMENT (AS-SURVEYED)
 A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows:
 COMMENCING at a 5/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121 recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" E a distance of 33.89 feet to the POINT OF BEGINNING of a utility easement being 10 feet in width and lying 5 feet on each side of the following described centerline; thence S 89°14'25" E a distance of 3,932.51 feet to the POINT OF ENDING, containing 34,325.11 square feet (0.79 acres) of land more or less.

5' UTILITY EASEMENT "A" (AS-SURVEYED)
 A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows:
 COMMENCING at a 5/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121 recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" E a distance of 33.89 feet to a point; thence S 89°14'25" E a distance of 184.00 feet to the POINT OF BEGINNING of a utility easement being 5 feet in width and lying 2.5 feet on each side of the following described centerline; thence S 09°45'23" W a distance of 118.58 feet to the POINT OF ENDING, containing 397.50 square feet (0.01 acres) of land more or less.

5' UTILITY EASEMENT "B" (AS-SURVEYED)
 A portion of the Fox Valley Airport Authority tract being in the South 1/2 of Section 30, Township 40 North, Range 09 East, Third Principal Meridian in DuPage County, Illinois, and being more particularly described as follows:
 COMMENCING at a 5/8" rebar found marking the Northwest corner Lot W-22 described Book 114, Page 121 recorded in the Office of Recorder in said DuPage County and on the East right-of-way line of Kautz Road (public right-of-way); thence along said right-of-way line, N 00°15'15" E a distance of 33.89 feet on each side of the following described centerline; thence S 34°50'51" W a distance of 73.00 feet to the POINT OF ENDING, containing 336.39 square feet.

SURVEYOR'S NOTES

- This is an Easement Exhibit. Date of field survey is March 8, 2020.
- The following surveying instruments were used at time of field visit: Topcon DM55 Total Station, Reflectless and Hiper SR RTK Network Rover with static capability.
- Bearings are based on Illinois East State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, commission or other similar entry.
- This survey was conducted for the purpose of an Easement Exhibit only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, institution or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted without the benefit of an Abstract Title search.
- Sites are shown as shown on the Plat.
- Survey shown herein conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000) and an angular error that does not exceed 10 seconds.
- Unless the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor.
- This survey does not constitute a boundary survey of the Parent tract. Any parent tract property lines shown herein are from supplied information and may not be field verified.

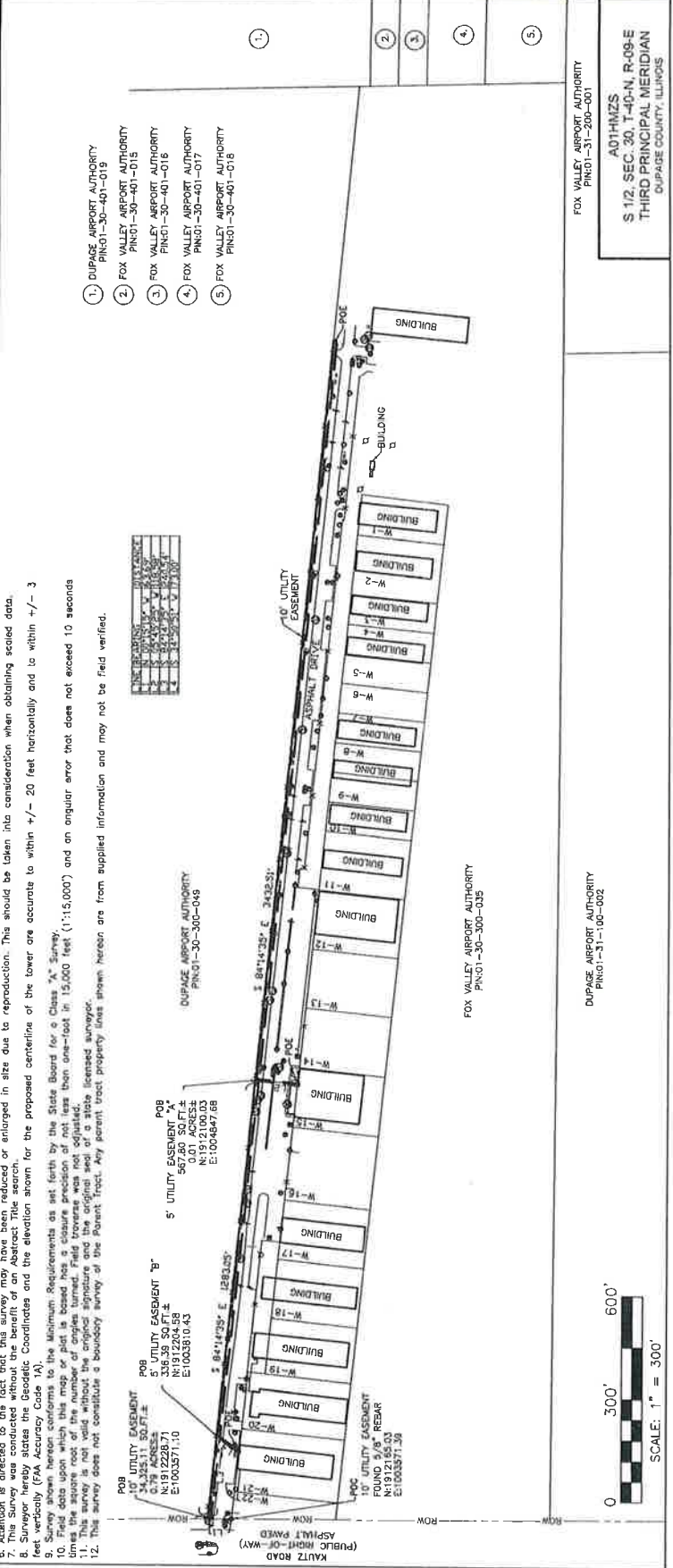


EXHIBIT C – INSURANCE REQUIREMENTS

1. Commercial General Liability:

Grantee shall maintain commercial general liability coverage (CGL) per ISO form CG 00 01 or its equivalent with a limit of \$5,000,000 each occurrence and a \$5,000,000 aggregate.

Insurance shall cover liability arising from premises, operations, products-completed operations, contractual liability, and personal and advertising injury.

DuPage Airport Authority shall be included as an additional insured under CGL. DuPage Airport Authority's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury arising out of, in whole or in part, the acts or omissions of Grantee, its employees, agents or independent contractors; and (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of DuPage Airport Authority, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of DuPage Airport Authority, its employees, agents or independent contractors. The CGL policy shall be endorsed to provide DuPage Airport Authority with coverage on a primary and non-contributory basis. Copies of the required additional insured endorsements must be provided with the certificate of insurance and will reasonably be subject to approval by DuPage Airport Authority.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

The CGL policy shall provide a waiver of subrogation as respect to DuPage Airport Authority their officers, directors and employees.

Continuing CGL Coverage. Grantee shall maintain the CGL in these limits and terms as long as the Site Access Agreement is in place.

2. Commercial Umbrella/Excess Liability Insurance:

Grantee shall maintain commercial umbrella/Excess insurance with a limit of \$5,000,000 per occurrence and in the aggregate. Grantee may use any combination of primary and excess insurance to meet the total limits required.

Grantee's commercial umbrella/excess liability policy shall be a "following form" policy and any additional insured under any required policy of "underlying insurance" will automatically be an additional insured under this umbrella/excess form.

Grantee's commercial umbrella/excess policy shall provide coverage limits in excess of all primary underlying coverage limits including the Commercial General Liability Policy (CGL); the Business Auto Policy; and the Employers Liability Section of the Workers Compensation Policy.

Continuing Commercial Umbrella/Excess Policy Coverage: Grantee shall maintain a commercial umbrella/Excess policy in these limits and terms as long as this Agreement is in place.

3. Business Auto Insurance

Grantee shall maintain business auto liability insurance with a primary limit of \$1,000,000 each accident.

Such insurance shall cover any auto (including owned, hired and non-owned autos).

Grantee shall have the Business Auto policy endorsed to provide a waiver subrogation as respect to the DuPage Airport Authority, their officers, directors and employees.

Grantee's Commercial Umbrella/Excess Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability. Grantee may use any combination of primary and excess insurance to meet the total limits required.

4. Workers Compensation Insurance

Grantee shall maintain workers compensation and employers liability insurance in the State of Illinois.

The employers liability limits shall be \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease or bodily injury by disease policy limit.

Grantee's Commercial Umbrella/Excess Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability. Grantee may use any combination of primary and excess insurance to meet the total limits required.

Grantee and its contractors and subcontractors shall provide a waiver of subrogation on its workers compensation policy as respect to DuPage Airport Authority and shall waive any limitation of its or its contractors or subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

5. Self-Insurance. Notwithstanding the foregoing, Grantee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement subject to the provisions of paragraphs 4 and 5 of the Utility Easement.

6. General Requirements Applicable to All Insurance

A. Evidence of Insurance

Prior to commencement of the work, Grantee shall furnish DuPage Airport Authority with a certificate of insurance completed and signed by the insured's broker authorized to bind coverage on its behalf. Grantee shall provide for 30 days' written notice to DuPage Airport Authority prior to cancellation of any insurance referred herein that has not been replaced.

Failure of DuPage Airport Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of DuPage Airport Authority to

identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance.

DuPage Airport Authority shall have the right, but not the obligation, to prohibit Grantee or any contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by DuPage Airport Authority.

Failure to maintain the insurance required in this schedule shall constitute an event of default under this Agreement and shall allow DuPage Airport Authority to immediately terminate this Agreement at DuPage Airport Authority's option. If Grantee fails to maintain the insurance as set forth herein, DuPage Airport Authority shall have the right, but not the obligation, to purchase said insurance at Grantee's expense.

With respect to insurance maintained after Grantee's completes installation of the Facilities, an additional certificate evidencing such coverage shall be promptly provided to DuPage Airport Authority when requested.

B. General Insurance Provisions

No Representation of Coverage Adequacy – By requiring the insurance as set out in this schedule, DuPage Airport Authority does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities provided to DuPage Airport Authority in this Agreement, or any other provision of the Contract Documents.

Cross Liability – If Grantee's liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

The insurance requirements set out in this Schedule are independent from all other obligations of Grantee under this Agreement, including Grantee's obligation to defend, indemnify and hold harmless the DuPage Airport Authority, and apply whether or not required by any other provision of this Agreement.

Grantees Insurance – Grantee shall cause each contractor and subcontractor employed by Grantee to purchase and maintain insurance of the type specified in this Schedule. When requested by DuPage Airport Authority, Grantee shall furnish to DuPage Airport Authority copies of certificates of insurance evidencing coverage for each subcontractor.


Certificates of Insurance on an ACORD form shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Authority. Upon Grantor's request, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted upon Grantee's completion of the

installation of the Facilities and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired.

Grantee waives all rights against the DuPage Airport Authority and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance or self-insurance.

In the event the requirements of this Exhibit C conflict with insurance requirements elsewhere in this Agreement, the requirements in this Exhibit C shall control.

TO: Board of Commissioners

FROM: Mark Doles 
Executive Director

RE: Authorization of Proposed Resolution 2020-2355, Authorizing the Execution of an Easement Agreement with the Commonwealth Edison Company

DATE: May 13, 2020

SUMMARY:

This is a request to approve an Easement Agreement with the Commonwealth Edison Company (“ComEd”) for electric service to both 320 and 440 Kress Road properties on the southeast side of the Airport..

DuPage Airport Authority (“DAA”) staff and legal counsel have been working with ComEd and the Federal Aviation Administration (“FAA”) to facilitate a new underground service to both a building located at 320 Kress Road (owned by the DAA and operated under an agreement with the West Chicago Fire Protection District (“WCFPD”) as a Regional Training Facility) and 440 Kress Road, the site of the FAA’s ASR-9 Radar site. This new underground service, at no cost to the DAA, will provide redundancy to the power provided to these two sites. This redundancy is especially important as the radar site not only provides service to DuPage, but both O’Hare and Midway as well.

The proposed Easement has no identified adverse impacts to the DAA properties.

Pictures depicting the proposed Easement, and its location are on the next page. The first picture shows a more detailed depiction linking the 320 Kress Road building to the south with the Radar Site to the north. The second picture shows the area in relation to both the Airport and Prairie Landing.



PREVIOUS COMMITTEE/BOARD ACTION:

None

REVENUE OR FUNDING IMPLICATIONS:

No impact identified.

STAKEHOLDER PROCESS:

Both the FAA and WCFPD are supportive of these proposed Easement.

LEGAL REVIEW:

Authority Legal Counsel drafted the Easement and worked directly with ComEd on this issue.

ATTACHMENTS:

- Memo from Atty. Garner
- Proposed Resolution 2020-2355, Authorizing the Execution of an Easement Agreement with the Commonwealth Edison Company
- Proposed Easement Agreement with ComEd

ALTERNATIVES:

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

RECOMMENDATION:

It is the recommendation of the Executive Director and staff that the Board approves Resolution 2020-2355, Authorizing the Execution of an Easement Agreement with the Commonwealth Edison Company, at the May 20th Board meeting.

MEMORANDUM

TO: DuPage Airport Authority Board of Commissioners

FROM: Bruce E. Garner

SUBJECT: Easement Agreement with Commonwealth Edison Company

DATE: May 13, 2020

Commonwealth Edison Company ("ComEd") has requested an easement over DAA property near Kress Road to create an electrical loop to increase reliability of service in the area. The reliability of service will benefit our radar tower and the training facility utilized by the West Chicago Fire Protection District. An agreement utilizing the Authority's standard easement agreement form used in similar situations was drafted by our firm and agreed to by ComEd. The agreement contains provisions covering such issues as indemnification, insurance, liens, damage, restoration and relocation. Once executed, the easement agreement will be recorded in the DuPage County Recorder's office.

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

RESOLUTION 2020-2355

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

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

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

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

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

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

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 May, 2020.

CHAIRMAN

ATTEST:

SECRETARY

RESOLUTION 2020-2355

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2020 by and between the DuPAGE AIRPORT AUTHORITY, an Illinois Special District (“GRANTOR”) and COMMONWEALTH EDISON COMPANY, an Illinois corporation (“GRANTEE”) (collectively the “Parties” or individually a “Party”), under the following circumstances:

FOR RECORDER'S USE ONLY

RECITALS

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

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

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

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

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

3. **Standard of Maintenance.** GRANTEE, of its agents, employees, licensees, contractors, assignees, or invitees shall exercise reasonable care with performing and completing such maintenance, repair, restoration, removal or replacement so as to avoid damaging existing landscaping, utilities, improvements, structures, and infrastructure on GRANTOR's property and shall conduct such entry so as not to unreasonably interfere with the ordinary and reasonable use thereof. In the event there is damage, including but not limited to damage to existing grass, mulched materials and infrastructure, to GRANTOR's property due to the performance of such maintenance, repair, restoration or replacement work by GRANTEE, its agents, successors, employees or any contractors GRANTEE may employ, GRANTEE shall inform GRANTOR of

such damage and within a reasonable timeframe thereafter complete the repair, maintenance, replacement, removal or restoration of any damaged property to that condition which existed prior to said damage by GRANTEE, its agents, employees, licensees, contractors, assignees, or invitees. If GRANTEE fails to diligently repair or restore such damage or complete the same as specified herein, GRANTOR may perform the repair or restoration and deliver notice of its costs of such to GRANTEE; and GRANTEE shall pay the same to GRANTOR within thirty (30) days of GRANTOR's delivery of such notice to GRANTEE; provided, however, that GRANTEE shall not be required to restore any damage done to any site improvements or landscaping constructed or installed by GRANTOR (or any party authorized by GRANTOR) in the Easement Area after the date of this Easement Agreement.

4. **Indemnity.** GRANTEE, on behalf of itself, its agents, successors, assigns, employees or any contractors GRANTEE may employ, agrees to indemnify, defend and hold GRANTOR and its lessees, tenants, officers, directors, board members, employees and agents (collectively the "GRANTOR PARTIES") harmless for any and all loss of life, injury to persons or damage to real or personal property that may be sustained by the other or others, directly or indirectly, due to the acts or omissions of GRANTEE, its agents, successors, employees, assigns, designees or any contractors GRANTEE may employ, related to or arising from the rights, duties, or obligations under this Agreement. Notwithstanding anything to the contrary contained herein, in no event shall any liability extend to (i) matters proximately caused by the negligent or willful misconduct of GRANTOR or any of the GRANTOR PARTIES, or (ii) matters that are directly related to the provision of electrical service by GRANTEE.

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

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

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

8. **Relocation.** GRANTOR reserves the right, at GRANTOR's sole cost and expense, to relocate from time to time the Easement Area and all of the GRANTEE's improvements located therein when such relocation is reasonably necessary to facilitate the construction of other improvements upon GRANTOR's property but not interfere with GRANTOR use. If GRANTOR exercises its relocation rights reserved in this Paragraph 8:

- (a) GRANTOR shall provide GRANTEE prior written notice of GRANTOR's intention to relocate the Easement Area and GRANTEE's improvements located therein;
- (b) Within a reasonable time after receipt by GRANTEE of such notice, GRANTOR and GRANTEE shall use their best efforts to identify the best possible site for the new easement;

- (c) Upon identification of the new easement area, GRANTOR and GRANTEE shall execute, acknowledge and record an amendment to this Agreement to reflect the relocation of the Easement Area and the termination of this Agreement as to that portion of the Easement Area relocated pursuant to this provision;
- (d) Within a reasonable time after the new easement has been identified, GRANTOR shall inform GRANTEE of the probable commencement and completion dates of the relocation work;
- (e) GRANTOR shall improve the new easement in the same manner as the original Easement Area, all at GRANTORs cost and expenses; and
- (f) Upon completion of all relocation work, GRANTOR and GRANTEE shall execute, acknowledge and record a partial release of this Agreement as to that portion of the Easement Area relocated pursuant to this provision.

9. **Successors.** The term “Grantor’s Successors” shall mean and include each of GRANTOR’s successors in title to the Easement Area or any part thereof or interest therein. The easements, rights and privileges herein granted to GRANTEE and reserved to GRANTOR, and all of the covenants and agreements of the parties herein:

- (a) are hereby declared to be, and shall be, easements, rights, covenants and agreements running with the land;
- (b) shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity against, GRANTEE; and
- (c) shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by, GRANTOR and each of Grantor’s Successors, but only during and/or with respect to such periods of time as GRANTOR, or

each such Grantor's Successor, shall respectively own an interest in the Facilities Easement Area, or any part thereof.

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

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

If to GRANTOR:

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

with a copy to:

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

If to GRANTEE:

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

With a copy to:

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

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

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

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

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

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

17. **Amendments.** No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be valid unless made in writing and fully signed by the Parties with a finalized copy of the amendment distributed between the Parties.

18. **Exceptions.** The easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Easement Areas.

19. **Legal Authority.** Each Party represents that it has the legal power, right and authority to enter into this Agreement, consummate the transaction contemplated hereby and to execute and deliver all documents and instruments to be delivered hereunder. The Parties further

warrant and represent that the execution and delivery of this Agreement is not prohibited by and will not conflict with any order, rule or regulation of any court or other governmental agency or official.

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

GRANTOR:

GRANTEE:

DuPAGE AIRPORT AUTHORITY,
an Illinois Special District

COMMONWEALTH EDISON COMPANY, an
Illinois corporation

By: _____

By: _____

Its: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

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

GIVEN under my hand and notarial seal as of this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DuPAGE) SS

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

GIVEN under my hand and notarial seal as of this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

PIN(S): 04-06-400-020
 04-06-401-033
 04-06-300-016
 04-06-400-016

Common Address:
320-440 KRESS ROAD, WEST CHICAGO, IL 60185

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

**Phillip A. Luetkehans
Luetkehans, Brady, Garner & Armstrong, LLC
105 E. Irving Park Rd.
Itasca, IL 60143
630-773-8500**

EXHIBIT A

EASEMENT LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 6 AND LOT 1 OF MEBERG'S PLAT OF LOT ONE ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 15, 1964 AS DOCUMENT NUMBER R1964-020729, IN TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 00 DEGREES 21 MINUTES 58 SECONDS WEST, 1493.49 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 6 TO A LINE PERPENDICULAR TO SAID EAST LINE; THENCE NORTH 89 DEGREES 38 MINUTES 02 SECONDS WEST, 50.00 FEET ALONG SAID PERPENDICULAR LINE TO A LINE 50.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED PERPENDICULAR THERETO) SAID EAST LINE TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 38 MINUTES 02 SECONDS WEST, 46.92 FEET CONTINUING ALONG SAID PERPENDICULAR LINE; THENCE NORTH 00 DEGREES 21 MINUTES 58 SECONDS EAST, 10.00 FEET PERPENDICULAR TO LAST DESCRIBED COURSE; THENCE SOUTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 36.92 FEET PERPENDICULAR TO LAST DESCRIBED COURSE TO A LINE 60.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED PERPENDICULAR THERETO) SAID EAST LINE; THENCE NORTH 00 DEGREES 21 MINUTES 58 SECONDS EAST, 781.82 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 88 DEGREES 36 MINUTES 15 SECONDS WEST, 199.42 FEET; THENCE NORTH 02 DEGREES 30 MINUTES 16 SECONDS WEST, 213.87 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 53 SECONDS WEST, 58.87 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 07 SECONDS EAST, 10.00 FEET PERPENDICULAR TO LAST DESCRIBED COURSE; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS EAST, 68.36 FEET PERPENDICULAR TO LAST DESCRIBED COURSE; THENCE SOUTH 02 DEGREES 30 MINUTES 16 SECONDS EAST, 213.55 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 15 SECONDS EAST, 199.92 FEET TO A LINE 50.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED PERPENDICULAR THERETO) SAID EAST LINE; THENCE SOUTH 00 DEGREES 21 MINUTES 58 SECONDS WEST, 802.14 FEET ALONG SAID PARALLEL LINE AND THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

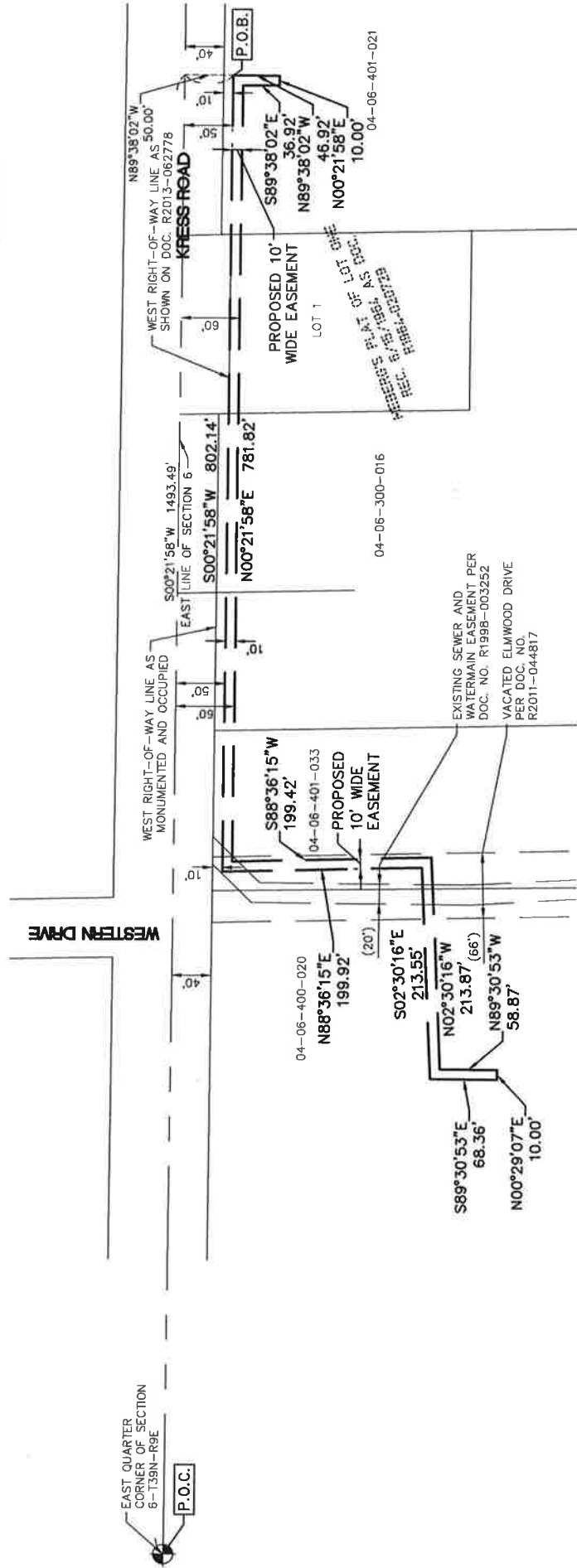
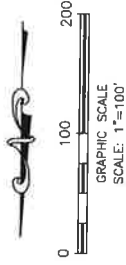
CONTAINING 0.301 ACRES 13,107 SQUARE FEET) OF LAND MORE OR LESS.

EXHIBIT B

EXHIBIT B

04-06-300-016, 04-06-400-020,
04-06-401-021, 04-06-401-033

THAT PART OF THE SOUTHEAST QUARTER AND LOT 1 OF MEBERG'S PLAT OF
LOT ONE OF SECTION 6, T39N, R9E, DUPAGE COUNTY, ILLINOIS



LEGEND

- ADJOINING BOUNDARY & ROW LINE
- SECTION LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- POINT OF COMMENCEMENT
- POINT OF BEGINNING

P.O.C.
P.O.B.

<p>ComEd An Exelon Company</p>	<p>PREPARED BY: NICHOLAS L. RUETTIGER, PLS COMED LAND SURVEYING ADMINISTRATOR 1 LINCOLN CENTRE - 3RD FLOOR DARBY BROOK TERRACE, IL 60181 CELL: (815)295-7643</p>	<p>PROJECT NO: 1245 EAST DIEHL ROAD SUITE 100 NAPERVILLE, IL 60563 PHONE: (630)577-0800 FAX: (630)577-0900 DESIGN FIRM #164-005876</p>	<p>DATE: 11/17/2010</p>	<p>REVISIONS</p>	<p>APPROVED BY: BOB CH'D BY: BOB</p>	<p>OFFICE: NAPERVILLE, IL FIELD: MN CONTRACT NO: 01279553 WORK ORDER: 16428666 PROJ. NO: 20000011 DWG. FILE: 20000011EX-002.DWG DATE: 11/17/2010 SCALE: 1" = 100'</p>	<p>EXHIBIT B, 04-06-300-016, 04-06-400-020, 04-06-401-021, 04-06-401-033 COMED ORDER #20-107, CONTRACTOR #01279553</p>	<p>SHEET NO. 1 OF 1</p>
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EXHIBIT C



701 Ninth Street, NW
Washington, DC 20068
May 12, 2020

DuPage Airport Authority
2700 International Drive
West Chicago, IL 60185

Re: ComEd Insurance Compliance – DuPage Airport Authority

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

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

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

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

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

Sincerely,

Joseph L. Navarra

Joseph L. Navarra
Principal Insurance Analyst
Exelon Corporation

RESOLUTION 2020-2356

APPROVING THE CONCEPT PLAN FOR ALTON INDUSTRIES LTD. GROUP

WHEREAS, on March 19, 2020, the DuPage Airport Authority (the “Authority”) and Alton Industries Ltd. Group (“Alton”) entered into a Vacant Land Purchase Agreement for approximately 12.5 acres of real property located in the DuPage Business Center (the “Subject Property”); and

WHEREAS, on May 4, 2020, Alton submitted to the Authority a Concept Plan (the “Concept Plan”) for the Subject Property; and

WHEREAS, the Concept Plan submitted on May 4, 2020 consists of a 203,540 square foot building development which requires no deviations from the Minimum Design Standards for the DuPage Business Center (the “Minimum Design Standards”); and

WHEREAS, the Concept Plan submitted on May 4, 2020, however, exceeds the Minimum Design Standards’ proposed guideline of a maximum of thirty percent (30%) parking in front of the street-facing facades of the proposed buildings, unless said parking is allowed by the Authority; and

WHEREAS, the Concept Plan submitted May 4, 2020 requires no variations from Section 10.5 of the West Chicago Zoning Ordinance; and

WHEREAS, the Authority deems it to be in the best interests of the Authority to approve the Concept Plan including the additional parking in front of the street-facing facade, subject to the approval of the Concept Plan by the City of West Chicago and other conditions listed below.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby approves the Concept Plan submitted on May 4, 2020; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby approves the exceedance of the guideline of a maximum of thirty percent (30%) parking in front of the street-facing facades of the proposed buildings; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Commissioners of the DuPage Airport Authority’s approval of the Concept Plan submitted May 4, 2020 is subject to the following conditions:

- a. approval of the Concept Plan by the City of West Chicago;
- b. no construction shall be permitted until approval of the Development Plan by the Authority and the City of West Chicago;
- c. no construction shall be permitted without issuance of building permits by the City of West Chicago;

- d. any signs on the Subject Property, whether ground or wall-mounted, must be reviewed upon the submittal of the Development Plan and comply with the appropriate City of West Chicago ordinances and the Minimum Design Standards;
- e. approval by the West Chicago Fire Protection District and compliance with the fire codes applicable to the Subject Property; and
- f. approval of the landscape plans, including the necessary screening of truck parking and loading docks.

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 May, 2020.

 CHAIRMAN

 SECRETARY

RESOLUTION 2020-2356

RESOLUTION 2020-2357
Disclosure of Executive Session Minutes

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

WHEREAS, the Board of Commissioners met in executive session on May 20, 2020 to review the minutes of all previously non-disclosed executive sessions;

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

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

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

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
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 May 2020.

CHAIRMAN

SECRETARY

RESOLUTION 2020-2357