



**BOARD OF COMMISSIONERS
REGULAR MEETING
WEDNESDAY, MARCH 20, 2024; 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**

APPROVAL OF MINUTES	TAB# 1	PAGE# 1
January 17, 2024	Finance, Budget, and Audit Committee Meeting	
January 17, 2024	Capital Development, Leasing, and Customer Fees Committee Meeting	
January 17, 2024	Regular Board Meeting	

- 4. DIRECTOR'S REPORT** **TAB# 2** **PAGE# 15**
- 5. REVIEW OF FINANCIAL STATEMENTS** **TAB# 3** **PAGE# 22**
- 6. 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**

7. **NEW BUSINESS**

a. **Proposed Resolution 2024-2643; Ratification of the Executive Director's Procurement of Additional Airfield Deicing Materials.**

Ratifies the procurement of additional airfield deicing materials in the amount of \$33,619.76.

FINANCE

TAB# 4

PAGE# 36

b. **Proposed Resolution 2024-2644; Award of Contract to Sentinel Technologies, Inc. for Managed IT Services.**

Approves a three (3) year contract, subject to two (2) one (1) year extensions for managed IT services for an annual cost of \$37,832, which includes a 10% owner's contingency.

FINANCE

TAB# 5

PAGE# 39

c. **Proposed Resolution 2024-2645; Authorizing the Execution of a Service Order with Rosenbauer America, LLC for Repairs to the 2008 Rosenbauer Panther Aircraft Rescue and Fire Fighting Truck.**

Approves service and repairs for the 2008 Rosenbauer Aircraft Rescue and Fire Fighting Truck in the amount of \$86,487.50, which includes a 10% owner's contingency.

FINANCE

TAB# 6

PAGE# 42

d. **Proposed Resolution 2024-2646; Award of Contract to Mid-American Elevator Company, Inc. for Elevator Maintenance Services.**

Approves a one (1) year elevator maintenance contract, subject to two (2) one (1) year extensions. Year 1 cost \$18,816, year 2 cost \$19,584, and year 3 cost \$20,352.

FINANCE

TAB# 7

PAGE# 45

e. **Proposed Resolution 2024-2647; Authorizing the Procurement of One (1) Utility Truck with Plow from the State of Illinois Joint Purchasing Contract.**

Approves the procurement of one (1) 2024 Ford F-250 4x4 utility body truck with plow and ladder rack for a total cost of \$70,312 F.O.B. DuPage Airport.

FINANCE

TAB# 8

PAGE# 52

f. Proposed Resolution 2024-2648; Authorizing the Procurement of One (1) Utility Truck with Articulating Aerial Lift from the Sourcewell Joint Purchasing Contract.

Approves the procurement of one (1) 2024 Ford F550 4x2 with Versalift SST-40-EIH Aerial Platform Lift for a total cost of \$168,423 F.O.B. DuPage Airport.

FINANCE

TAB# 9

PAGE# 55

g. Proposed Resolution 2024-2649; Authorizing the Procurement of One (1) Tractor with Triple Flail Mower from the Sourcewell Joint Purchasing Contract.

Approves the procurement of one (1) 2025 John Deere 6105E Tractor with Tiger Mowers Triple Flail Mowing System for a total cost of \$182,966 F.O.B. DuPage Airport.

FINANCE

TAB# 10

PAGE# 58

h. Proposed Resolution 2024-2650; Award of Contract to Omni-Pump Repairs, Inc. for Stormwater Lift Station Vertical Turbine Pump Refurbishment.

Approves a contract to repair and refurbish an existing stormwater lift station vertical turbine pump. Total authorized construction cost not-to-exceed \$57,200, which includes a 10% owner's contingency.

CAPITAL

TAB# 11

PAGE# 61

i. Proposed Resolution 2024-2651; Award of Contract to Artlow Systems, Inc. for Aircraft Hangar Epoxy Floor Installation.

Approves a contract to install epoxy floor coating in the 4-bay hangar located at 2750 Aviation Drive. Total authorized construction cost not-to-exceed \$183,076.97, which includes a 10% owner's contingency.

CAPITAL

TAB# 12

PAGE# 66

j. Proposed Resolution 2024-2652; Authorizing the Execution of a Design-Build Contract with Wight & Company for South High Tail Hangar Bay 1 and DuPage Airport Maintenance Building Flooring and Painting Renovations.

Approves a design-build contract for flooring and painting renovations at South High Tail Hangar Bay 1 and flooring renovations at the DuPage Airport Maintenance Building for a total cost not-to-exceed \$170,478, which includes a \$5,900 owner's contingency.

CAPITAL

TAB# 13

PAGE# 70

- k. Proposed Resolution 2024-2653; Authorizing the Execution of Design and Construction Phase Task Order No. 11 with Crawford, Murphy & Tilly, Inc. for the Project: Apron Drainage Improvements at the 3N060 Powis Road Hangar.**

Approves a design and construction phase engineering task order for apron drainage improvements at the 3N060 Powis Hangar for a total not-to-exceed amount of \$75,500.

CAPITAL

TAB# 14

PAGE# 73

- l. Proposed Resolution 2024-2654; Authorizing the Execution of an Amendment to the Intergovernmental Agreement between the DuPage Airport Authority and the West Chicago Fire Protection District.**

CAPITAL

TAB# 15

PAGE# 76

- m. Proposed Resolution 2024-2655 Authorizing the Execution of a Non-Exclusive Temporary Construction Easement between the DuPage Airport Authority and Commonwealth Edison for the Property Adjacent to Kress Road.**

CAPITAL

TAB# 16

PAGE# 90

- n. Proposed Resolution 2024-2656; Authorizing the Execution of a Non-Exclusive Utility Easement between the DuPage Airport Authority and Commonwealth Edison for the Property Located Adjacent to Kress Road.**

CAPITAL

TAB# 17

PAGE# 105

- 8. 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.**
- 9. RECONVENE REGULAR SESSION**
- 10. OLD BUSINESS**

11. OTHER BUSINESS

- a. Proposed Resolution 2024-2657; Disclosure of Executive Session Minutes.**
Approves disclosure of Executive Session Minutes that the Board of Commissioners has determined are no longer necessary to keep confidential.

TAB# 18 PAGE# 121

- b. Proposed Resolution 2024-2658; Authorizing the Execution of the Eighth Amendment to Vacant Land Purchase Agreement with BI Developer LLC.**

TAB# 19 PAGE# 123

- c. Possible Resolution to Enter into and Amended and Restated Vacant Land Sales Agreement with Patriot Development Group, LLC or alternatively to Extend the Inspection Period under the Restated Vacant Land Sales Agreement with Patriot Development Group, LLC.**

TAB# 20 PAGE# 129

12. ADJOURNMENT

**DuPAGE AIRPORT AUTHORITY
FINANCE, BUDGET, AND AUDIT COMMITTEE
WEDNESDAY, JANUARY 17, 2024**

A meeting of the Finance, Budget, and Audit Committee of the DuPage Airport Authority Board of Commissioners was convened at the Daniel L. Goodwin Flight Center Building, Third Floor Conference Room, 2700 International Drive, West Chicago, Illinois on Wednesday, January 17, 2024. Committee Chairman Ledonne called the meeting to order at 2:00 p.m. A quorum was present for the committee meeting.

Commissioners Present: Davis, Giunti, Ledonne, Ligino-Kubinski, Puchalski

Commissioners Absent: None

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Patrick Hoard, Director of Finance; Dan Barna, Operations and Capital Programs Manager; Kristine Klotz, Executive Assistant, and Board Liaison; Becky Taylor, Senior Accountant.

Others: None

OLD BUSINESS

None

NEW BUSINESS

Proposed Ordinance 2024-390; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024.

Committee Chair Ledonne read into record Proposed Ordinance 2024-390. A **MOTION** was made by Commissioner Davis to recommend for Board approval Proposed Ordinance 2024-390; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. The **motion was seconded** by Commissioner Ligino-Kubinski. Executive Director Doles advised that this Ordinance will constitute the final passage of the 2024 Budget. The Tentative Budget and Appropriation Ordinance was passed during the November 17, 2023 Board Meeting. The 2024 Tentative Budget was sent to Chair Conry at DuPage County on December 1, 2023. No comments or questions were received from Chair Conroy's office. Mr. Doles stated that a legal notice was posted in the *Daily Herald* newspaper on December 1, 2023 for a Public Hearing to be held on January 8, 2024. Mr. Doles advised that no public comment was received. Mr. Doles advised the Committee that all statutory requirements have been met. Committee Chair Ledonne thanked staff for their due diligence. There was no further discussion and the motion passed unanimously by roll call vote (5-0).

Proposed Resolution 2024-2636; Disposal/Destruction of Surplus Personal Property.

Committee Chair Ledonne read into record Proposed Resolution 2024-2636. A **MOTION** was made by Commissioner Davis to recommend for Board approval Proposed Resolution 2024-2636; Disposal/Destruction of Surplus Personal Property. The **motion was seconded** by Commissioner Giunti. Executive Director Doles advised throughout the year the Airport Authority will accumulate property that is no longer functional or has been replaced. Dan Barna stated that the Airport Authority uses a government auction site to sell the surplus property. Mr. Barna advised that surplus goods are being purchased quickly due to the high demand in the used vehicle market. Discussion followed and the motion passed by roll call vote (5-0).

Proposed Resolution 2024-2637; Award of Contract to Wright & Wright Machinery Company, Inc. for the Procurement of One (1) Electric Aircraft Tug.

Committee Chair Ledonne read into record Proposed Resolution 2024-2637. A **MOTION** was made by Commissioner Davis to recommend for Board approval Proposed Resolution 2024-2637; Award of Contract to Wright & Wright Machinery Company, Inc. for the Procurement of One (1) Electric Aircraft Tug. The **motion was seconded** by Commissioner Giunti. Dan Barna advised this item will replace a 1995 aircraft tug that is being utilized by the Flight Center operation. Mr. Barna stated two bids were received and reviewed and the replacement tug when ordered will be received in six months. Commissioner Davis questioned if the current tug is out of commission. Mr. Barna stated the battery bank is not currently operational. Executive Director Doles advised there are currently two electric tug aircraft tugs and one diesel tug for Flight Center staff to utilize. There was no further discussion and the motion passed by roll call vote (5-0).

Proposed Resolution 2024-2638; Ratification of the Executive Director's Execution of a Change Order to the State of Illinois Joint Purchasing Contract with Rush Truck Center for the Procurement of One (1) 6-Wheel Dump Truck with Sodium Spreader.

Committee Chair Ledonne read into record Proposed Resolution 2024-2638. A **MOTION** was made by Commissioner Davis to recommend Board approval of Proposed Resolution 2024-2638; Ratification of the Executive Director's Execution of a Change Order to the State of Illinois Joint Purchasing Contract with Rush Truck Center for the Procurement of One (1) 6-Wheel Dump Truck with Sodium Spreader. The **motion was seconded** by Commissioner Giunti. Executive Director Doles advised that the execution of the change order was for the Airport Authority to remain in the current production slot. The current vehicle is more than 23 years old and beyond its useful service life. Mr. Doles advised that this item is utilized for spreading solid runway deicing material on the airfield. Dan Barna informed the Committee members of the approval from the Board of Commissioners in May of 2022 for the procurement of this item. The lengthy process is currently a year behind, and the scheduled delivery date is by the third quarter of 2024. Mr. Barna informed committee members that the State of Illinois has canceled 235 dump truck orders due to the backlog. The change order has an additional increase of about 6% on the previous contract. Discussion followed and the motion passed by roll call vote (5-0).

Proposed Resolution 2024-2639; Authorizing the Procurement of One (1) Single Axle Dump Truck with Radius Dump Spreader Body from the Sourcewell Joint Purchasing Contract.

Committee Chair Ledonne read into record Proposed Resolution 2024-2639. A **MOTION** was made by Commissioner Davis to recommend Board approval of Proposed Resolution 2024-2639; Authorizing the Procurement of One (1) Single Axle Dump Truck with Radius Dump Spreader Body from the Sourcewell Joint Purchasing Contract. The **motion was seconded** by Commissioner Giunti. Executive Director Doles advised this is a 2024 Capital budgeted item. Dan Barna advised that this vehicle is used for roadways and will replace a 2009 dump truck that is beyond its useful life. Mr. Barna stated that the single-axel dump truck would need to be ordered now for the Airport Authority to receive delivery in 2025. Discussion followed and the motion passed by roll call vote (5-0).

Commissioner Ligino-Kubinski made a **MOTION** to adjourn the Finance, Budget, and Audit Committee Meeting; the **motion was seconded** by Commissioner Davis and was passed by a unanimous voice vote. The committee meeting was adjourned at 2:13 p.m.

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

**DuPAGE AIRPORT AUTHORITY
CAPITAL DEVELOPMENT, LEASING, AND
CUSTOMER FEES COMMITTEE MEETING
WEDNESDAY, JANUARY 17, 2024**

A meeting of the Capital Development, Leasing, and Customer Fees Committee of the DuPage Airport Authority Board of Commissioners was convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, Third Floor Conference Room; Wednesday, January 17, 2024. Committee Chair Davis called the meeting to order at 2:30 p.m. A quorum was present for the meeting.

Commissioners Present: Chavez, Davis, Giunti, Ledonne, Ligino-Kubinski, Puchalski

Commissioners Absent: None

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Dan Barna, Operations and Capital Projects Programs Manager; Phil Luetkehans, of Luetkehans, Brady, Garner, and Armstrong LLC.; Kristine Klotz, Executive Assistant and Board Liaison. Becky Taylor, Senior Account.

Others: Kyle Peabody, CMT.

NEW BUSINESS

Proposed Resolution 2024-2640; Award of Contract to R.J. O’Neil, Inc. for the Installation of Domestic Water Backflow Preventers at Three (3) Locations.

Committee Chairman Davis read into record Proposed Resolution 2024-2640. A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2024-2640; Award of Contract to R.J. O’Neil, Inc. for the Installation of Domestic Water Backflow Preventers at Three (3) Locations. The **motion was seconded** by Commissioner Chavez. Executive Director Doles advised this item is for the replacement of backflow preventers in three hangars on the field. Dan Barna stated that this item is a code requirement per the City of West Chicago and that there is only one bid. The item was bid twice due to only receiving one the first time. Mr. Barna advised that the mandatory pre-bid meetings occurred. There was no further discussion and the motion passed by roll call vote (5-0).

Proposed Resolution 2024-2641; Authorizing the Execution of a Design and Special Services Phase Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. for the Airport Improvement Program Project Known as: Rehabilitate Powis Road Apron.

Committee Chairman Davis read into record Proposed Resolution 2024-2641; Authorizing the Execution of a Design and Special Services Phase Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. for the Airport Improvement Program Project Known as: Rehabilitate Powis Road Apron. The **motion was seconded** by Commissioner Ligino-Kubinski. Executive Director Doles advised of the current condition of the pavement that is located at the Powis Road Apron. Mr. Doles stated this project would remove the existing

pavement and construct a new 8" plain cement concrete. CMT would provide the design and construction phase engineering services for this project. Staff anticipates receiving 95% reimbursement from Federal and State funding. Discussion followed and the motion passed by a roll call vote (5-0).

A **MOTION** was made by Commissioner Ledonne to adjourn the Capital Development, Leasing, and Customer Fees Committee Meeting of the DuPage Airport Board of Commissioners. The **motion was seconded** by Commissioner Ligino-Kubinski and was passed unanimously by roll call vote; the meeting was adjourned at 2:34 p.m.

Joshua S. Davis, Chair
Capital Development, Leasing, and Customer Fees Committee

**DuPAGE AIRPORT AUTHORITY
REGULAR AND ANNUAL BOARD MEETING
WEDNESDAY, JANUARY 17, 2024**

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, January 17, 2024. Chairman Puchalski called the meeting to order at 3:00 p.m. and a quorum was present for the meeting.

Commissioners Present: Davis, Charvat, Chavez, Giunti, Hacker, LaMantia, Ledonne, Ligino-Kubinski, Puchalski

Commissioners Absent: None

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Dan Barna, Operations and Capital Projects Programs Manager; Phil Luetkehans, of Luetkehans, Brady, Garner, and Armstrong LLC.; Kristine Klotz, Executive Assistant, and Board Liaison; Becky Taylor, Senior Account.

Others in Attendance: Kyle Peabody, CMT; Jim Adler, NAI Hiffman.

Members of the Press: None

PUBLIC COMMENT

None

RECESS REGULAR MEETING AND CONVENE THE ANNUAL MEETING

A **MOTION** was made by Commissioner Ledonne to recess the Regular Meeting of the DuPage Airport Authority Board of Commissioners. The motion was seconded by Commissioner Chavez and passed unanimously by roll call vote (9-0). The Regular Meeting was recessed at 3:01 p.m. and the Annual Meeting was immediately convened. Upon roll call there was a quorum present for this portion of the meeting.

ELECTION OF OFFICERS FOR THE 2023 FISCAL YEAR

Commissioner Giunti made a **MOTION** to open nominations for the 2024 Officers of the DuPage Airport Authority Board of Commissioners; this **motion was seconded** by Commissioner Hacker. The motion was unanimously passed by roll call vote (9-0) and Commissioner Giunti entered the following slate of offices for consideration:

Donald E. Puchalski, as Chairman; Juan E. Chavez, as Vice Chairman; Karyn M. Charvat, as Secretary; Michael V. Ledonne, as Treasurer; Dan Barna as Assistant Secretary; Patrick Hoard as Assistant Treasurer.

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

Commissioner Giunti made a **MOTION** to approve the slate of officers for 2024 as presented and the **motion was seconded** by Commissioner Hacker. The slate of Officers for 2024, as

moved and seconded, was passed unanimously by roll call vote (9-0).

REVIEW OF COMMITTEE ASSIGNMENTS

Chairman Puchalski expressed his appreciation to the commissioners for their committee service. Chairman Puchalski assigned Commissioner LaMantia to the Golf Committee and Capital Development, Leasing, and Customer Fees Committee. Chairman Puchalski assigned Commissioner Chavez to the Finance, Budget, and Audit Committee.

ADJOURNMENT OF ANNUAL MEETING

A **MOTION** was made by Commissioner Ledonne to adjourn the Annual Board Meeting; the **motion was seconded** by Commissioner Giunti. The motion was unanimously passed by roll call vote and the Annual Board Meeting adjourned at 3:04 pm and the Regular Board Meeting resumed.

APPROVAL OF MINUTES

Chairman Puchalski asked for additions or corrections to the minutes of the November 15, 2023, Finance, Budget, and Audit Committee Meeting, and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes. The **motion was seconded** by Commissioner Giunti and confirmed by voice vote (9-0).

Chairman Puchalski asked for additions or corrections to the minutes of the November 15, 2023, Capital Development, Leasing, and Customer Fees Committee Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes. The **motion was seconded** by Commissioner Chavez and confirmed by voice vote (9-0).

Chairman Puchalski asked for additions or corrections to the minutes of the November 15, 2023, Regular Board Meeting, and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes. The **motion was seconded** by Commissioner Chavez and confirmed by voice vote (9-0).

Chairman Puchalski asked for additions or corrections to the minutes of the January 10, 2024, Internal Policy and Compliance Committee Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes. The **motion was seconded** by Commissioner LaMantia and passed confirmed by voice vote (9-0).

DIRECTOR'S REPORT

Mr. Doles advised that Brian DeCoudres and Tom Cleveland are attending the Chicago Area Business Aviation Association Annual Kickoff Meeting with National Business of Aviation Association President Ed Bolen.

Mr. Doles informed that in 2023 DuPage Airport had 141,194 takeoffs and landings and remained the third busiest airport in the State of Illinois.

Jet-A gallons sold in 2023 were 1% better than budget, while 100LL gallons sold were 35.4% better than budget. Mr. Doles informed the Commissioners that fuel sales remain strong with 2.8M gallons of total fuel sold in 2023. The cost of Jet-A fuel is currently down approximately

14%, while the cost of 100LL is up slightly by approximately 2% since January 2023.

Prairie Landing Golf Club rounds of play totaled 29,433 for the 2023 year. The total rounds played is up 14% from 2022.

Mr. Doles stated the 2024 Budget and Appropriations Ordinance for the 2024 fiscal year is on today’s agenda for final passage.

Executive Director Doles advised of the delays in the progress of the new hangar facility. Mr. Doles informed the Commissioners of the process of work being done on the third-floor build-out project, with a completion date of May 2024.

Staff received aviation fuel tax proceeds from the State of Illinois that will be applied toward the Aircraft Rescue and Fire Fighting costs.

Mr. Doles informed the Commissioners of the upcoming events and annual online training requirements.

REVIEW OF FINANCIAL STATEMENTS

Becky Taylor reviewed the Financial Statements for December 2023 and discussion followed.

REPORT OF COMMITTEES

Finance, Budget, and Audit Committee:

Commissioner Ledonne advised that the Finance, Budget, and Audit Committee met, and all items passed unanimously.

Capital Development, Leasing, and Customer Fees Committee:

Commissioner Davis stated the committee did meet, and all items are recommended for Board approval.

Internal Policy and Compliance Committee:

Commissioner Chavez advised that the Committee did meet, and all items on today’s agenda passed unanimously.

Golf Committee:

Commissioner Giunti advised that the Golf Committee did not meet today, and no report was given.

DuPage Business Center:

Jim Alder with NAI Hiffman reported that Patriot Development Group is under contract for a site in the DuPage Business Park and is requesting an extension for 60 days. BI Developers LLC’s 40-acre site is pursuing two build-to-suite sites within the Business Park. Greystar Development Central, LLC terminated its contract, and NAI Hiffman is in contact with possible buyers of this site.

OLD BUSINESS

None

NEW BUSINESS

Proposed Ordinance 2024-390; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024.

Chairman Puchalski read into record Proposed Ordinance 2024-390. A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2024-390; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024. The **motion was seconded** by Commissioner LaMantia. Executive Director Doles stated all statutory requirements have been met. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

Proposed Ordinance 2024-391; Amending the DuPage Airport Authority Employee Handbook.

Chairman Puchalski read into record **Proposed Ordinance 2024-391**. A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2024-391; Amending the DuPage Airport Authority Employee Handbook. The **motion was seconded** by Commissioner Davis. Executive Director Doles stated this item was approved by the Policy Committee and informed the Board of the five changes. The change to the handbook was the result of changes in Illinois law and legal counsel SheppardMullin reviewed and drafted the proposed changes. Mr. Doles informed the Commissioners of the following minor change to the Ordinance:

“This Ordinance shall be effective, *nunc pro tunc*, as of January 1, 2024.”

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

Proposed Ordinance 2024-392; Amending Certain Sections of the DuPage Airport Authority Code.

Chairman Puchalski read into record Proposed Ordinance 2024-392. A **MOTION** was made by Chairman Puchalski to approve Proposed Ordinance 2024-392; Amending Certain Sections of the DuPage Airport Authority Code. The **motion was seconded** by Commissioner LaMantia. Executive Director Doles advised that this change to the DuPage Airport Authority code will be consistent with DuPage County, DuPage County Forest Preserve, and many other local municipalities. The Responsible Bidder language will require a bidder to comply with all provisions of the Illinois Prevailing Wage Act in addition to participation in an active apprenticeship and training program approved and registered by the U.S. Department of Labor’s Office of Apprenticeship for each of the trades involved in the project. Chairman Puchalski stated that he is proud to be a part of enacting this Ordinance. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

Proposed Ordinance 2024-393; An Ordinance of the DuPage Airport Authority Promulgating Regulations Under the Freedom of Information Act.

Chairman Puchalski read into record Proposed Ordinance 2024-393. A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2024-393; An Ordinance of the DuPage Airport Authority Promulgating Regulations Under the Freedom of Information Act. The **motion was seconded** by Commissioner LaMantia. Executive Director Doles advised that this is the annual repeal and adoption of the Freedom of Information Act (FOIA) Ordinance. The current FOIA officers are Dan Barna and Kris Klotz. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

Proposed Ordinance 2024-394; Modifying the By-Laws of the DuPage Airport Authority.

Chairman Puchalski read into record Proposed Ordinance 2024-394. A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2024-394; Modifying the By-Laws of the DuPage Airport Authority. The **motion was seconded** by Commissioner LaMantia. Executive Director Doles informed the Commissioners that the current By-Laws allow attendance to be in person or electronically. The change to the By-Laws will now allow Commissioners the ability to vote electronically if there is a physical quorum present for the Board or Committee Meetings. The minutes will need to reflect the reason that prevented the Commissioner from attending a meeting in person. Discussion followed and the motion passed unanimously by roll call vote (9-0).

Proposed Resolution 2024-2634; Authorizing the Destruction of Certain Verbatim Recordings of Closed Sessions.

Chairman Puchalski read into record Proposed Resolution 2024-2634. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2024-2634; Authorizing the Destruction of Certain Verbatim Recordings of Closed Sessions. The **motion was seconded** by Commissioner Chavez. Phil Luetkehans explained that verbatim recordings are required to be maintained for 18 months. Mr. Luetkehans stated that the past recordings older than 18 months would be destroyed once the Ordinance is approved. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

Proposed Resolution 2024-2635; Approving the Use of Outside Attorneys for the Fiscal Year 2024 Beginning January 1, 2024 and Ending December 31, 2024.

Chairman Puchalski read into record Proposed Resolution 2024-2635. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2024-2635; Approving the Use of Outside Attorneys for the Fiscal Year 2024 Beginning January 1, 2024 and Ending December 31, 2024. The **motion was seconded** by Commissioner Davis. Commissioner LaMantia suggested that in the future the Board of Commissioners be presented with two separate Resolutions for each legal services. Discussion followed and the motion passed unanimously by roll call vote (9-0).

Proposed Resolution 2024-2636; Disposal/Destruction of Surplus Personal Property.

Approves the sale of two (2) pickup trucks and three (3) snow plows through public internet auction.

Chairman Puchalski read into record Proposed Resolution 2024-2636. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2024-2636; Disposal/Destruction of Surplus Personal Property. The **motion was seconded** by Commissioner Davis. Executive Director Doles stated that periodically throughout the year property that is obsolete or has been replaced requires approval for disposal or sale. The items for sale are placed on a public Internet auction site. Currently, there are two vehicles and three plows that staff is seeking to sell. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

Proposed Resolution 2024-2637; Award of Contract to Wright & Wright Machinery Company, Inc. for the Procurement of One (1) Electric Aircraft Tug.

Approves the procurement of one (1) Lektro Model AP8750CX-AL electric aircraft tug for a total cost of \$107,361 F.O.B. DuPage Airport.

Chairman Puchalski read into record Proposed Resolution 2024-2637. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2024-2637; Award of Contract to Wright & Wright Machinery Company, Inc. for the Procurement of One (1) Electric Aircraft Tug. The **motion was seconded** by Commissioner Giunti. Executive Director Doles informed this item will replace a 1995 tug used for Flight Center operations that is beyond its useful service life. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

Proposed Resolution 2024-2638; Ratification of the Executive Director's Execution of a Change Order to the State of Illinois Joint Purchasing Contract with Rush Truck Center for the Procurement of One (1) 6-Wheel Dump Truck with Sodium Spreader.

Ratifies the Executive Director's execution of a \$12,659 change order for dump truck manufacturing cost increases.

Chairman Puchalski read into record Proposed Resolution 2024-2638. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2024-2638; Ratification of the Executive Director's Execution of a Change Order to the State of Illinois Joint Purchasing Contract with Rush Truck Center for the Procurement of One (1) 6-Wheel Dump Truck with Sodium Spreader. The **motion was seconded** by Commissioner Ligino-Kubinski. Executive Director Doles advised that this item was approved in May of 2022 utilizing the State of Illinois Joint Purchasing contract. Since the item was ordered hundreds of orders have been canceled due to material shortages, labor costs, and supply chain issues. To avoid cancellation of the Airport Authority's order, Rush Truck Center required a change order to cover the additional manufacturing costs. The item will not be delivered until the third quarter of 2024. Discussion followed and the motion passed unanimously by roll call vote (9-0).

Proposed Resolution 2024-2639; Authorizing the Procurement of One (1) Single Axle Dump Truck with Radius Dump Spreader Body from the Sourcewell Joint Purchasing Contract.

Approves the procurement of one (1) 2025 International HV Series single axle dump truck with radius dump spreader for a total cost of \$271,351.70 F.O.B. DuPage Airport, which includes a 15% owner's contingency.

Chairman Puchalski read into record Proposed Resolution 2024-2639. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2024-2639; Authorizing the Procurement of One (1) Single Axle Dump Truck with Radius Dump Spreader Body from the Sourcewell Joint Purchasing Contract. The **motion was seconded** by Commissioner Davis. Executive Director Doles advised this item is a 2024 Capital item that will replace a 2009 dump truck, primarily used for roadway and parking lot, snow removal, that is beyond its useful life. Mr. Doles stated that normally there is not an owner's contingency applied to this type of purchase but due to unforeseen production costs an owner's contingency was applied to this item. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

Proposed Resolution 2024-2640; Award of Contract to R.J. O'Neil, Inc. for the Installation of Domestic Water Backflow Preventers at Three (3) Locations.

Approves a contract to install domestic water backflow preventers at three (3) hangar locations. Total authorized construction not-to-exceed \$127,325, which includes a 10% owner's contingency.

Chairman Puchalski read into record Proposed Resolution 2024-2640. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2024-2640; Award of Contract to R.J. O'Neil, Inc. for the Installation of Domestic Water Backflow Preventers at Three (3) Locations. The **motion was made** by Commissioner Davis. Executive Director Doles informed the Commissioners of the backflow preventer locations and the code requirement from the City of West Chicago. The item was advertised in the *Daily Herald Newspaper* on October 16, 2023, due to only receiving one bid the item was rebid in the *Daily Herald Newspaper* on November 30, 2023. A mandatory pre-bid meeting occurred on December 11, 2023. One sealed bid was received and opened on December 11, 2023. Mr. Doles advised that the Airport Authority has met all procurement code requirements. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

Proposed Resolution 2024-2641; Authorizing the Execution of a Design and Special Services Phase Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. for the Airport Improvement Program Project Known as: Rehabilitate Powis Road Apron.

Approves design and special services phase engineering for the Airport Improvement Program Project known as: Rehabilitate Powis Road Apron for a total not-to-exceed amount of \$110,000. 95% reimbursement from Federal and State funding anticipated.

Chairman Puchalski read into record Proposed Resolution 2024-2641. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2024-2641; Authorizing the Execution of a Design and Special Services Phase Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. for the Airport Improvement Program Project Known as: Rehabilitate Powis Road Apron. The **motion was seconded** by Commissioner LaMantia.

Executive Director Doles advised the Powis Road apron pavement is beyond its useful service life. Mr. Doles stated the funding amounts and the reimbursement amounts. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

Proposed Resolution 2024-2642; Approving the Execution of an Ninth Amendment to Vacant Land Purchase Agreement with Patriot Development Group, LLC.

Chairman Puchalski read into record Proposed Resolution 2024-2642. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2024-2642; Approving the Execution of an Ninth Amendment to Vacant Land Purchase Agreement with Patriot Development Group, LLC. The **motion was seconded** by Commissioner LaMantia. Mr. Luetkehans discussed the property concerns affiliated with the possible sale of approximately 30 acres of property in the DuPage Business Park. Mr. Luetkehans stated Patriot Development Group, LLC also needs approval from the Illinois Department of Transportation. Due to the complexity of the new agreement, Mr. Luetkehans advised that the extension be granted. Discussion followed and the motion passed unanimously by roll call vote (9-0).

Proposed Ordinance 2024-395; Providing for Real Estate Tax Abatement – Greco/DeRosa (Cheese Merchants) Property at 2595 Enterprise Circle.

Chairman Puchalski read into record Proposed Ordinance 2024-395. A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2024-395; Providing for Real Estate Tax Abatement – Greco/DeRosa (Cheese Merchants) Property at 2595 Enterprise Circle. The **motion was seconded** by Commissioner Davis. Mr. Luetkehans informed the Commissioners that Section 3 of the Ordinance has a typographical error and needs to be updated. Mr. Luetkehans advised that this Ordinance will authorize Discovery Drive Investors II, LLC Greco/DeRosa a property tax abatement for the next ten years. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

RECESS TO EXECUTIVE SESSION

A **MOTION** was made by Commissioner Ledonne to recess to Executive Session for the discussion of Pending, Probable, or Imminent Litigation; Employee Matters; the Purchase or Lease of Real Property for the use of the DuPage Airport Authority. The **motion was seconded** by Commissioner LaMantia and was passed unanimously by roll call vote (9-0). The Regular Board was recessed to Executive Session at 3:41 p.m. and was reconvened at 3:48 p.m. Upon roll call vote, a quorum was present for the remainder of the Regular Board Meeting.

OTHER BUSINESS

Proposed Ordinance 2024-396; Authorizing the Acquisition of an Avigation Easement and a Restrictive Covenant over a Certain Property Commonly Known as 445 Kautz Road, West Chicago, Illinois for Airport Purposes by the DuPage Airport Authority.

Chairman Puchalski read into record Proposed Ordinance 2024-396. A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2024-396; Authorizing the Acquisition of an Avigation Easement and a Restrictive Covenant over a Certain Property Commonly

Known as 445 Kautz Road, West Chicago, Illinois for Airport Purposes by the DuPage Airport Authority. The **motion was seconded** by Commissioner LaMantia. There was no further discussion and the motion passed unanimously by roll call vote (9-0).

A **MOTION** was made by Commissioner Ledonne to adjourn the Regular Board Meeting of the DuPage Airport Authority Board of Commissioners. The **motion was seconded** by Commissioner Chavez and was passed unanimously by voice vote; the meeting was adjourned at 3:49 p.m.

Donald E. Puchalski, Chairman

(ATTEST)

Karyn M. Charvat, Secretary



Executive Director's Report – Highlights March 2024

1. FAA OPS

OPS official data for February 2024 will not be available until 3/20/24. Preliminary data from the DPA ATCT has been provided.

Based upon preliminary data, 2024 YTD OPS were up 25.8% (+4,187 operations, 20,932 vs. 16,205 through February).

2. DuPage Flight Center - Aviation Fuel 2024

For January, Jet A down -13.4% and 100LL up 12.3%.

For February, Jet A down -3.9% and 100LL up 53.4%

Jet A gallons sold down -8.9% YTD, -7.2% below budgeted gallons.

100LL gallons sold up 38.2% YTD (41,758 gals.), 39.8% better than budgeted gallons.

Total fuel sold YTD 426,674 gallons, -4.1% below budgeted gallons.

3. Prairie Landing - Golf 2024

Prairie Landing planned opening for golf is March 18th.

4. New hangar facility is still scheduled for May/June 2024 completion. Harbour Contractors are working with the metal panel supplier on a finish issue that has caused a slight delay to the project. Staff is assisting with the coordination for the grant project to construct the auto parking lot for this project. There are several utilities that must be rerouted to eliminate potential conflicts due to grade elevations.

5. 3rd floor office build-out project is scheduled for completion in May 2024.

6. We successfully completed submittals to receive aviation fuel tax proceeds from the State of Illinois. The original total amounts the DAA was scheduled to receive from Illinois for their FY'23 was \$173,471.90. This amount was questioned and since been revised by the State and is now \$377,740.14, an increase of \$204,268.24. These funds will be credited toward the cost of providing 24/7 ARFF coverage at DPA.

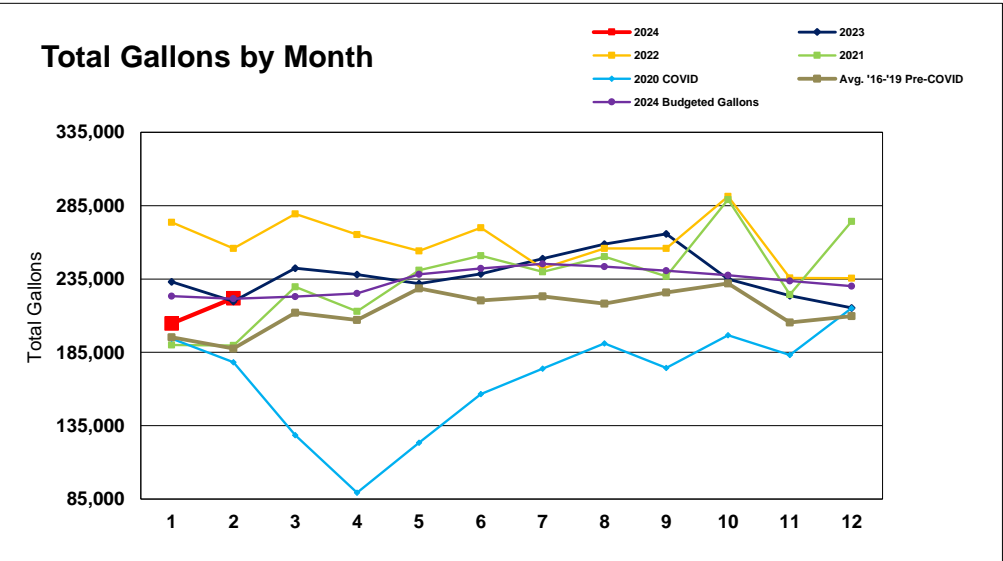
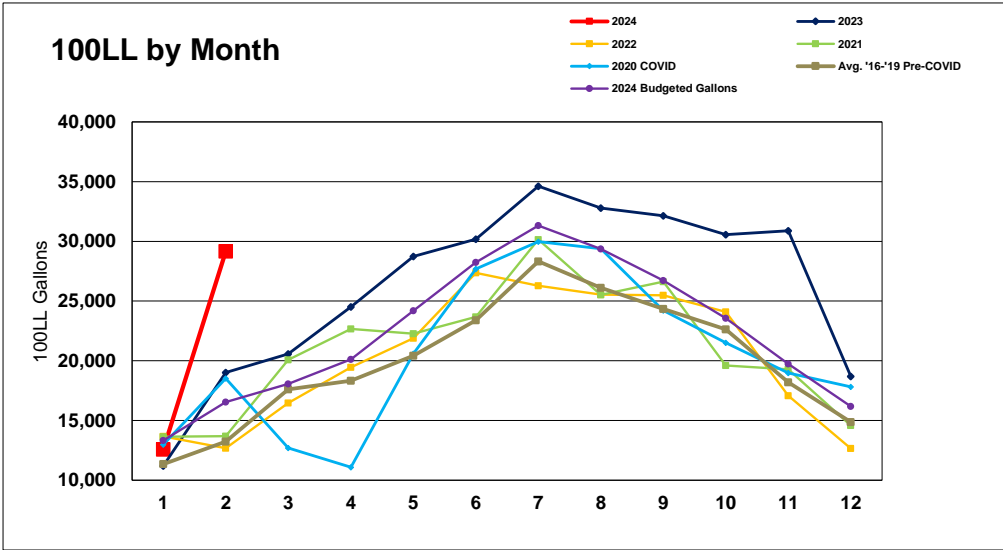
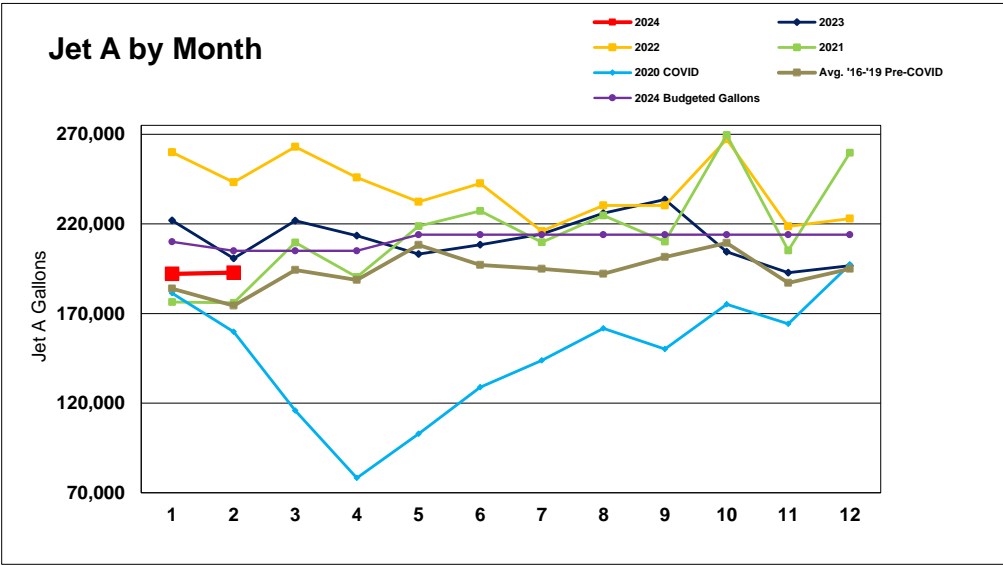
7. The annual audit started in December with Sikich and their staff.
8. Commissioners will be receiving a future email to complete annual online ethics training. This annual online training was delayed as the County is upgrading their software system. **Commissioners should have also already received an email for completion of the annual Statement of Economic Interest which is due May 1, 2024.** If you have an issue, please contact Kris for assistance.
9. We continue working with College of DuPage and Illinois Aviation Academy (“IAA”) to support their new Aviation Management Program. Currently IAA has over 30 new students in this program.
10. DPA will again host the Commemorative Air Force traveling warbirds from 7/15 through 7/22. The aircraft will be on static display for the public viewing and rides. Aircraft currently scheduled to visit include B-29 Superfortress, B-24 Liberator, T-6 Texan, PT-13 Stearman and C-45 Twin Beech.
11. Annual Back-to-School event planning is ongoing and will be held, Thursday, August 1, 2024.
12. Tuskegee Red Tail Ball will be, Saturday, August 10, 2024.
13. While our winter snowfall totals have been below normal, the cold and icing issues were very challenging for the OPS staff. Due to the temperature fluctuations and transitions from liquid precipitation to extremely cold temperatures, additional runway deicing chemicals were procured. Ratification of said purchases are on this agenda as they were above our original approved Resolution amounts.
14. The Lechler Avigation Easement acquisition has been finalized and funded.
15. Staff and Counsel continues to work with DuPage County DOT on land and easement acquisition to facilitate the widening of Fabyan Parkway.
16. Staff hosted members of the FAA Regional office for a tour and overview of the Airport.
17. Staff hosted 40 high school students from St. Charles District 303 in support of their Aeronautical Engineering classes. An overview of our operations was provided along with tours of the Tower, ARFF Facilities and a corporate flight department.
18. DAA will be hosting both Federal and Local law enforcement training in April in support of the upcoming Conventions in Milwaukee and Chicago.
19. Impacts continue from global economic issues.

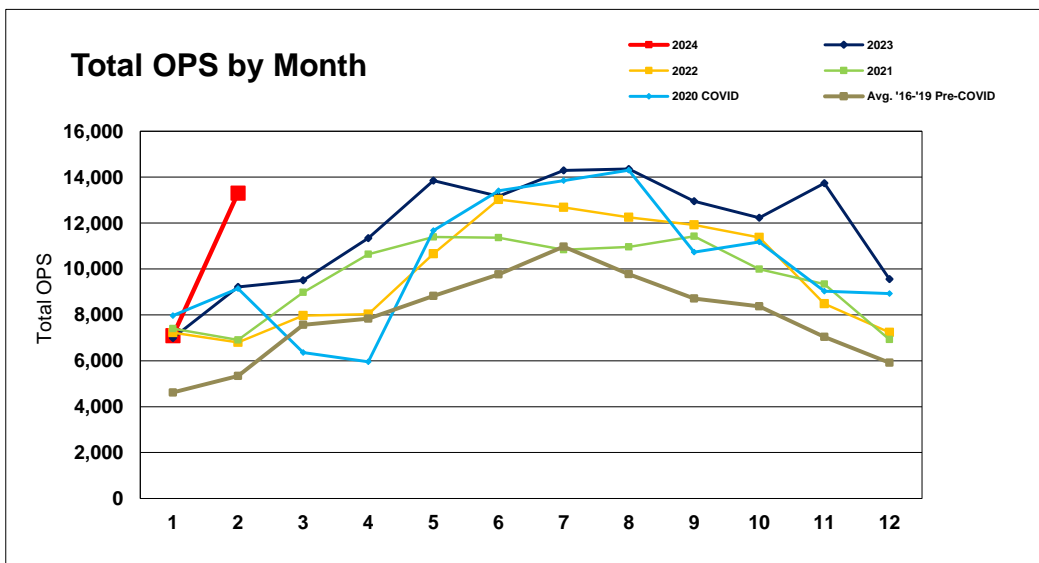
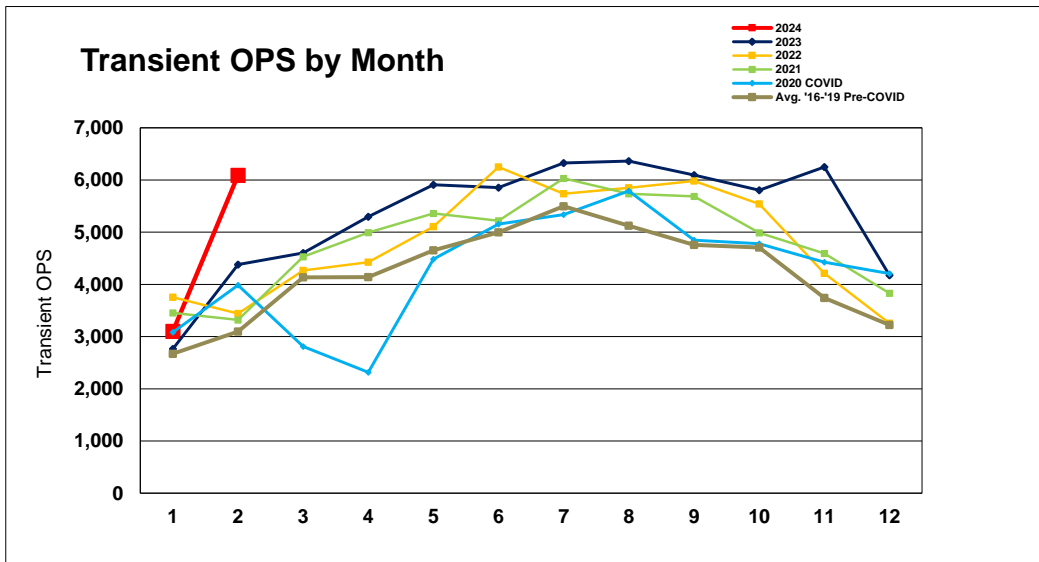
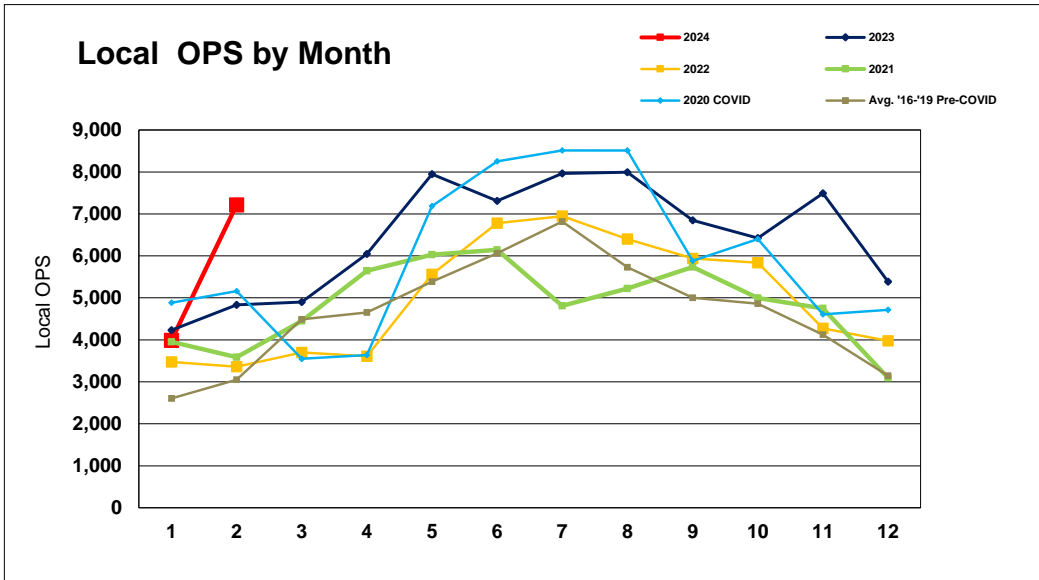


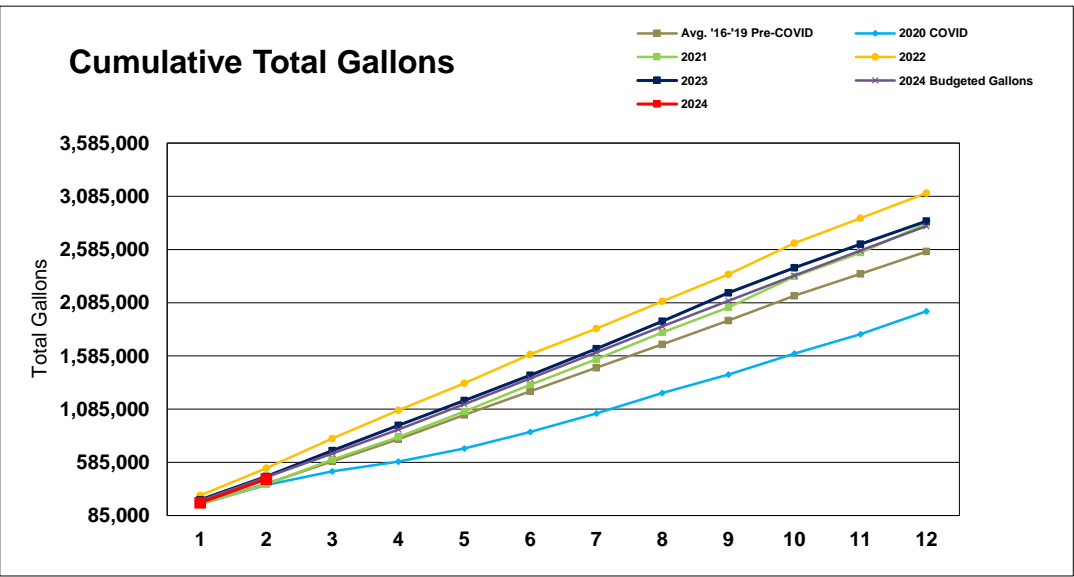
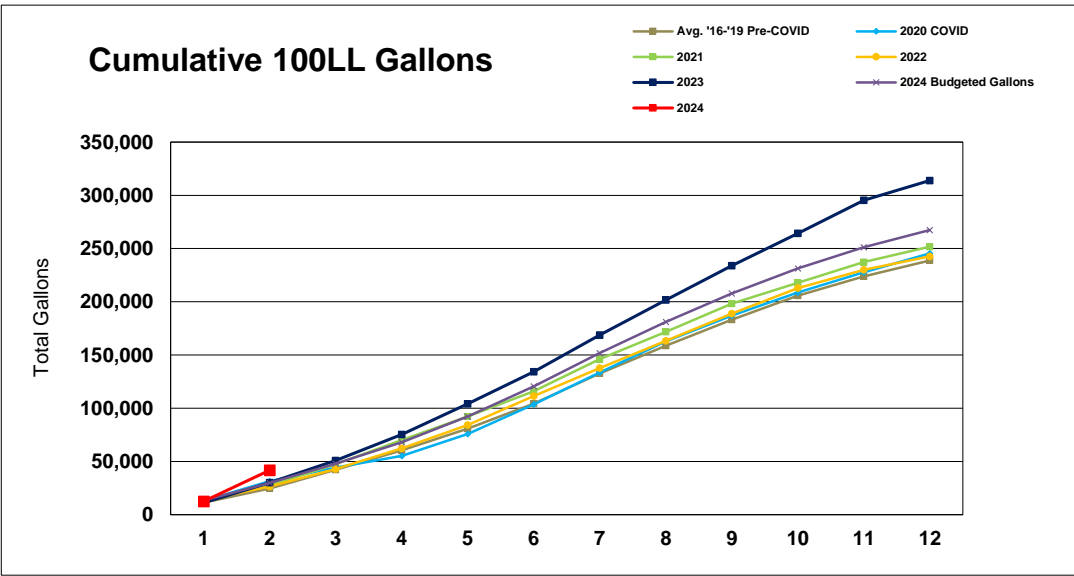
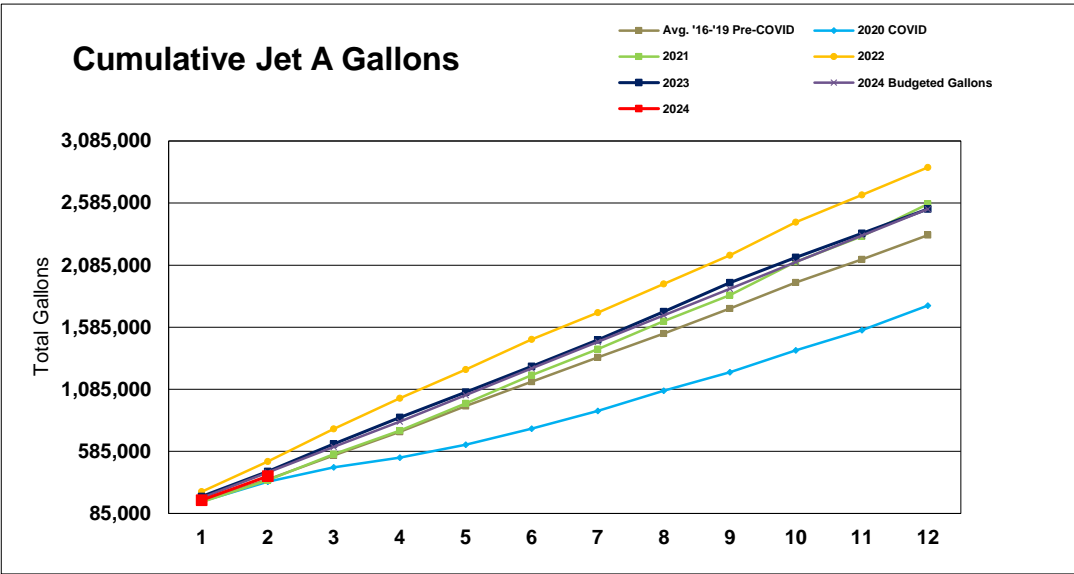
MONTHLY STATISTICS

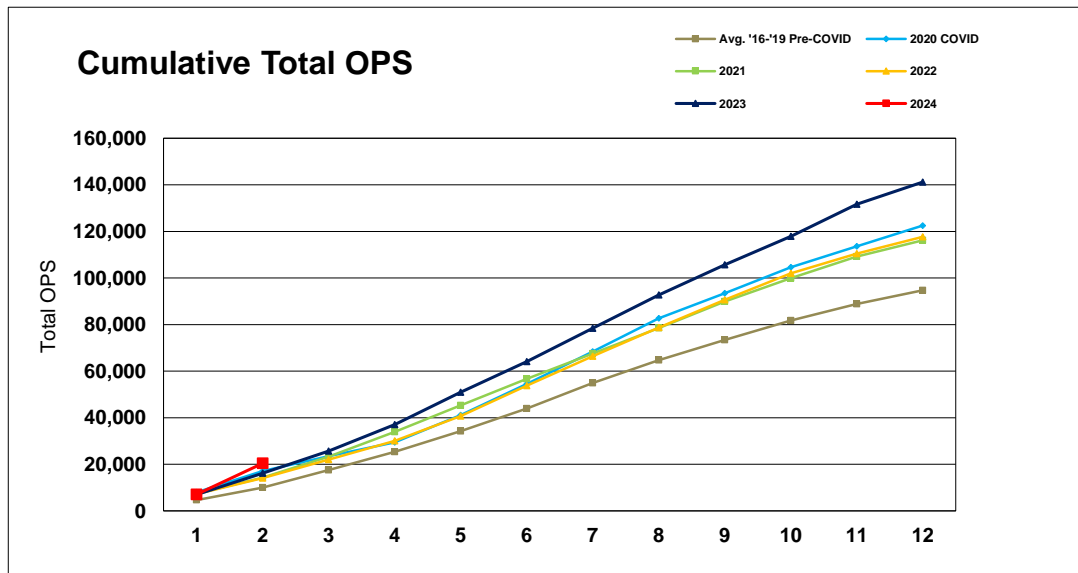
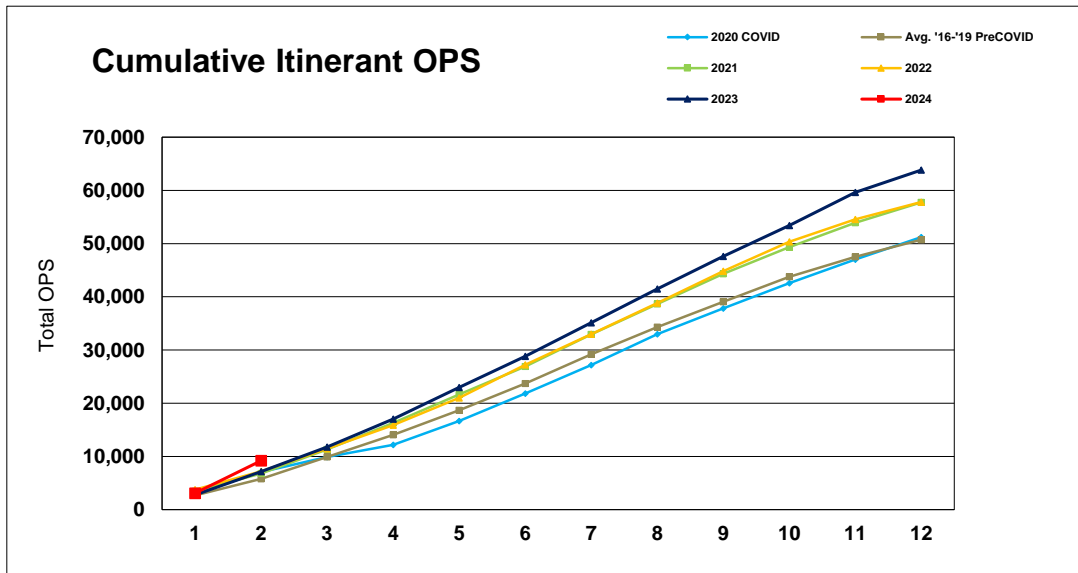
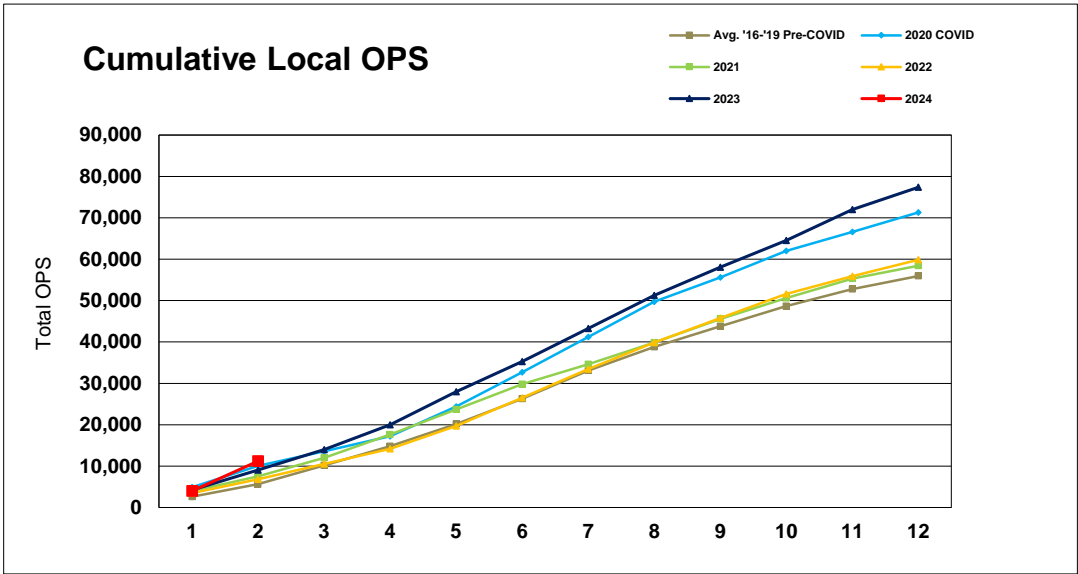
February 2024

	<u>Feb. '24</u>	<u>Feb. '23</u>	<u>'24 vs. '23</u>	<u>Feb. Percent Change</u>	<u>YTD 2024</u>	<u>YTD 2023</u>	<u>'24 vs. '23</u>	<u>Percent Change</u>
FUEL								
100LL	29,171	19,019	10,152	53.4%	41,758	30,225	11,533	38.2%
Jet A	192,826	200,702	(7,876)	-3.9%	384,916	422,566	(37,650)	-8.9%
Total Gallons	221,997	219,721	2,276	1.0%	426,674	452,791	(26,117)	-5.8%
OPERATIONS								
Local	7,215	4,834	2,381	49.3%	11,203	9,064	2,139	23.6%
Itinerant	6,089	4,378	1,711	39.1%	9,189	7,141	2,048	28.7%
Total Ops	13,304	9,212	4,092	44.4%	20,392	16,205	4,187	25.8%











DUPAGE AIRPORT AUTHORITY

2/28/2024

**FINANCIALS
PRE-AUDIT**

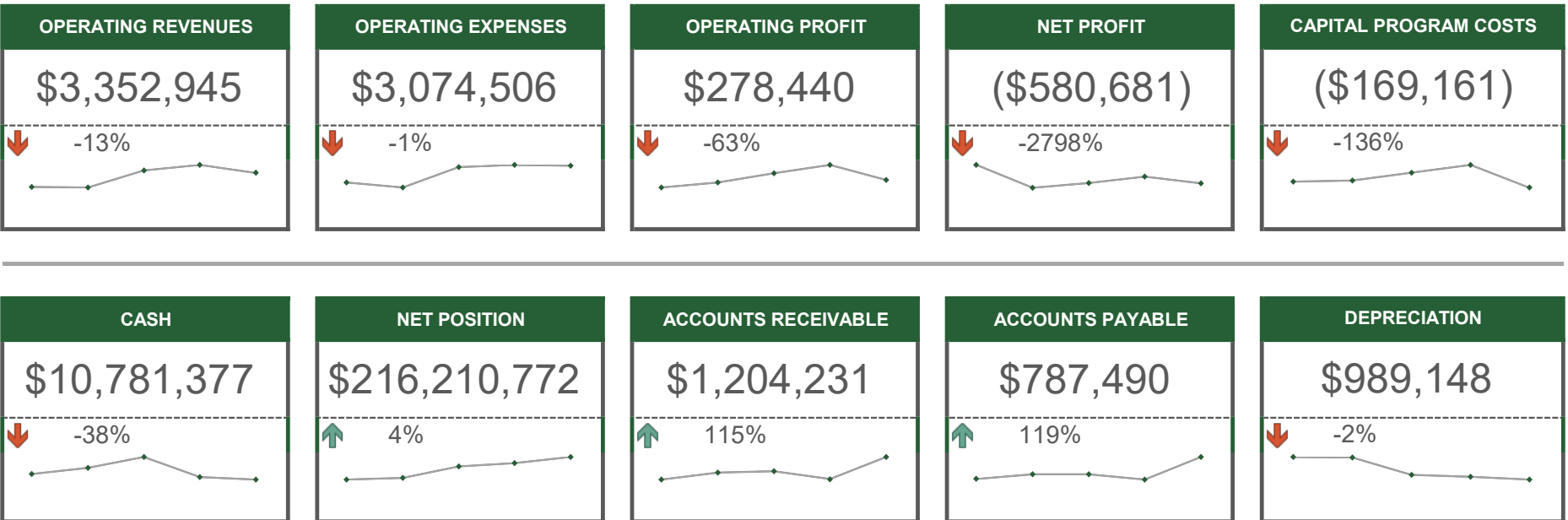
YTD FINANCIAL SUMMARY

DuPage Airport Authority

February

2024

KEY METRICS



YTD SUMMARY - BY OPERATION

DuPage Airport Authority

YTD February 2024

	AIRPORT			FLIGHT CENTER			PRAIRIE LANDING		
	YTD Budget	YTD Actual	Actual vs. Budget	YTD Budget	YTD Actual	Actual vs. Budget	YTD Budget	YTD Actual	Actual vs. Budget
OPERATING									
Operating Revenues	\$707,575	\$738,787	\$31,212	\$2,854,712	\$2,509,838	-\$344,874	\$94,910	\$104,320	\$9,410
Operating Expenses	\$1,257,137	\$1,237,500	-\$19,638	\$2,054,627	\$1,626,380	-\$428,247	\$226,836	\$210,627	-\$16,209
Operating Profit	-\$549,562	-\$498,712	\$50,850	\$800,085	\$883,459	\$83,374	-\$131,926	-\$106,307	\$25,619
NON-OPERATING									
Non-Operating Revenues	\$2,206,988	\$178,561	-\$2,028,427	\$0	\$0	\$0	\$0	\$0	\$0
Non-Operating Expenses	\$38,898	\$38,904	\$6	\$0	\$0	\$0	\$9,800	\$9,630	-\$170
Non-Operating Profit	\$2,168,090	\$139,657	-\$2,028,433	\$0	\$0	\$0	-\$9,800	-\$9,630	\$170
Net Profit (Loss) Excluding Depreciation & Major Maintenance	\$1,618,528	-\$359,055	-\$1,977,583	\$800,085	\$883,459	\$83,374	-\$141,726	-\$115,936	\$25,790
Depreciation Expense	\$1,046,954	\$987,761	-\$59,193	\$1,386	\$1,387	\$1	\$0	\$0	\$0
Major Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit (Loss)	\$571,574	-\$1,346,816	-\$1,918,390	\$798,699	\$882,072	\$83,373	-\$141,726	-\$115,936	\$25,790

YTD SUMMARY - TOTAL OPERATIONS

DuPage Airport Authority YTD February 2024

	YTD Budget	YTD Actual	Actual vs. Budget
<u>OPERATING</u>			
Operating Revenues	\$3,657,197	\$3,352,945	-\$304,252
Operating Expenses	\$3,538,600	\$3,074,506	-\$464,094
Operating Profit	\$118,597	\$278,440	\$159,843
<u>NON-OPERATING REVENUES</u>			
Miscellaneous Taxes	\$25,000	\$17,594	-\$7,406
Property Taxes/Abatements	\$921,916	\$0	-\$921,916
Federal & State Grants	\$0	\$205,000	\$205,000
Investment Income	\$443,892	\$453,516	\$9,624
Unrealized Gain (Loss) from Investments	\$41,666	-\$497,548	-\$539,214
Gain (Loss) on Sale of Fixed Assets	\$774,514	\$0	-\$774,514
Total Non-Operating Revenues	\$2,206,988	\$178,561	-\$2,028,427
<u>NON-OPERATING EXPENSES</u>			
Property Tax (DAA)	\$38,898	\$38,904	\$6
Property Tax (PLGC)	\$9,800	\$9,630	-\$170
Total Non-Operating Expenses	\$48,698	\$48,534	-\$164
Non-Operating Profit	\$2,158,290	\$130,028	-\$2,028,262
Net Profit (Loss) Excluding Depreciation & Major Maintenance	\$2,276,887	\$408,467	-\$1,868,420
Depreciation Expense	\$1,048,340	\$989,148	-\$59,192
Major Maintenance	\$0	\$0	\$0
Net Profit (Loss)	\$1,228,547	-\$580,681	-\$1,809,228
Total YTD Revenues	\$5,864,185	\$3,531,507	-\$2,332,678
Total YTD Expenditures	\$3,587,298	\$3,123,039	-\$464,259
Capital Development Programs	\$0	-\$169,161	-\$169,161
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 February 29, 2024

CURRENT ASSETS

Cash & Cash Equivalents	10,781,377
Cash & Cash Equivalents - Designated	-
Cash & Cash Equivalents - Restricted	-
Investments	13,739,089
Investments - Restricted	45,147,278
Investments - Designated	-
Receivables	
Property Taxes	6,032,625
Accounts	1,204,231
Accrued Interest	304,086
Lease (GASB 87)	6,923,814
Long-term Note Receivable, Current Portion	-
Prepaid Expenses	1,011,253
Inventories	360,168

Total Current Assets 85,503,920

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	76,314,014
Being Depreciated	299,349,954
Less Accumulated Depreciation	(230,871,571)

Net Capital Assets 144,792,397

DEFERRED OUTFLOWS OF RESOURCES

Pension Items - IMRF	2,694,669
----------------------	-----------

Total Deferred Outflows of Resources 2,694,669

Total Noncurrent Assets 147,487,066

Total Assets 232,990,986

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF NET POSITION

For the Period Ended February 29, 2024

CURRENT LIABILITIES

Accounts Payable	787,490
Retainage Payable	-
Accrued Liabilities	223,009
Compensated Absences, Current Portion	84,214
Customer Deposits and Advances	338,271
Security Deposits	235,648
Unearned Revenue	124,795

Total Current Liabilities 1,793,427

NONCURRENT LIABILITIES

Unearned Revenue	634,372
Advance from Other Subfunds	-
Net Pension Liability - IMRF	1,262,375
Compensated Absences, Net of Current Portion	336,857

Total Noncurrent Liabilities 2,233,603

Total Liabilities 4,027,031

DEFERRED INFLOWS OF RESOURCES

Deferred Revenue - Property Taxes	6,032,625
Pension Items - IMRF	47,462
Deferred Revenue- Lease (GASB 87)	6,673,096

Total Deferred Inflows of Resources 12,753,183

**Total Liabilities and
Deferred Inflows of Resources** 16,780,214

NET POSITION

Net Investment in Capital Assets	145,076,334
Restricted for Aeronautical Purposes	45,147,278
Unrestricted	25,987,161

Total Net Position 216,210,772

**TOTAL LIABILITIES, DEFERRED INFLOWS
OF RESOURCES, AND NET POSITION** 232,990,986

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended February 29, 2024

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers and users	3,379,852
Payments to suppliers	(3,755,498)
Payments to and on behalf of employees	(1,132,098)
	<hr/>
Net cash from operating activities	<u>(1,507,744)</u>

**CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES**

Non-operating revenues - property taxes	97,439
Non-operating revenues - replacement taxes	17,594
	<hr/>
Net cash from noncapital financing activities	<u>115,032</u>

**CASH FLOWS FROM CAPITAL AND RELATED
FINANCING ACTIVITIES**

Grant monies received	205,000
Acquisition and construction of capital assets	(1,983,402)
Gain (Loss) from sale of capital assets	-
	<hr/>
Net cash from capital and related financing activities	<u>(1,778,402)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Net change in investments	52,461
Investment income	43,099
	<hr/>
Net cash from investing activities	<u>95,560</u>

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS (3,075,553)

CASH AND CASH EQUIVALENTS, JANUARY 1 13,856,930

CASH AND CASH EQUIVALENTS, FEBRUARY 29 10,781,377

PRESENTED AS

Cash and cash equivalents	10,781,377
Cash and cash equivalents - restricted	-
	<hr/>
Total cash and cash equivalents	<u><u>10,781,377</u></u>

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended February 29, 2024

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

Operating income (loss)	(784,788)
Adjustments to reconcile operating income (loss) to net cash from operating activities	
Depreciation	989,148
Miscellaneous income	25,546
Changes in assets and liabilities	
Accounts receivable	(38,721)
Note receivable	-
Prepaid expenses	(317,822)
Inventories	(35,135)
Accounts payable	(1,081,647)
Accrued liabilities	(337,676)
Compensated absences	-
Net pension liability - IMRF	-
Pension items - IMRF	-
Customer deposits and advances	50,835
Security deposits	43,316
Unearned revenue	(20,799)
NET CASH FROM OPERATING ACTIVITIES	<u>(1,507,744)</u>

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

Contributions	-
Capital asset additions in accounts payable and retainage payable	(2,152,563)
Change in the fair value of investments	(497,548)

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

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

For the Period Ended February 29, 2024

	Airport Operations	Dupage Flight Center	Prairie Landing Golf Course	Total
OPERATING REVENUES				
Aircraft Storage	589,339	114,301	-	703,640
Leases, Commissions, Fees	125,479	-	-	125,479
Golf Course Operations	-	-	112,383	112,383
Line Service	-	2,394,320	-	2,394,320
Total Operating Revenues	714,819	2,508,621	112,383	3,335,822
OPERATING EXPENSES				
Direct Costs				
Airport Operations	950,566	-	-	950,566
Golf Course Operations	-	-	137,095	137,095
Line Service	-	1,380,821	-	1,380,821
General and Administrative				
Salaries and Benefits	199,302	201,326	20,750	421,378
Utilities	-	3,046	12,547	15,593
Office Expense	13,782	6,320	18,492	38,595
Insurance	33,680	20,829	22,947	77,456
Professional Services	35,051	-	798	35,849
Postage	776	-	798	1,574
Real Estate Tax	38,904	-	9,630	48,534
Advertising and Promotions	8,393	14,037	5,622	28,052
Miscellaneous	(4,051)	-	-	(4,051)
Total Operating Expenses	1,276,404	1,626,380	228,679	3,131,462
OPERATING INCOME (LOSS) BEFORE DEPRECIATION	(561,585)	882,241	(116,296)	204,360
Depreciation	987,761	1,387	-	989,148
OPERATING INCOME (LOSS)	(1,549,346)	880,854	(116,296)	(784,788)
NON-OPERATING REVENUES (EXPENSES)				
Property Taxes	-	-	-	-
Personal Property Replacement Tax	17,594	-	-	17,594
Investment Income	(44,033)	-	-	(44,033)
Miscellaneous Income	23,969	1,218	359	25,546
Gain (Loss) on Disposal of Capital Assets	-	-	-	-
Total Non-Operating Revenues (Expenses)	(2,470)	1,218	359	(893)
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRANSFERS	(1,551,816)	882,072	(115,936)	(785,681)
Contributions	205,000	-	-	205,000
Transfers In (Out)	-	-	-	-
CHANGE IN NET POSITION	(1,346,816)	882,072	(115,936)	(580,681)
NET POSITION, JANUARY 1	176,440,462	40,741,729	(390,738)	216,791,453
NET POSITION, FEBRUARY 29	175,093,646	41,623,801	(506,675)	216,210,772

Total DuPage Airport Authority

STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 2/29/2024

REVENUES	Month			YTD			2024 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2024	2023	Variance	2024	2023	Variance
Airport Operations	\$ 379,944	\$ 353,926	\$ 26,018	\$ 738,787	\$ 707,575	\$ 31,212	\$ 4,366,784	\$ 379,944	\$ 340,171	\$ 39,773	\$ 738,787	\$ 675,374	\$ 63,413
Prairie Landing Golf Club	\$ 87,242	\$ 63,137	\$ 24,105	\$ 104,320	\$ 94,910	\$ 9,410	\$ 3,153,347	\$ 87,242	\$ 58,617	\$ 28,625	\$ 104,320	\$ 111,128	\$ (6,808)
DuPage Flight Center	\$ 1,287,236	\$ 1,399,147	\$ (111,911)	\$ 2,509,838	\$ 2,854,712	\$ (344,874)	\$ 16,433,863	\$ 1,287,236	\$ 1,572,614	\$ (285,378)	\$ 2,509,838	\$ 3,081,313	\$ (571,474)
Total Revenues	\$ 1,754,422	\$ 1,816,210	\$ (61,788)	\$ 3,352,945	\$ 3,657,197	\$ (304,252)	\$ 23,953,994	\$ 1,754,422	\$ 1,971,402	\$ (216,979)	\$ 3,352,945	\$ 3,867,815	\$ (514,869)
OPERATING EXPENSES													
Airport Operations	\$ 388,410	\$ 404,077	\$ (15,667)	\$ 770,841	\$ 740,289	\$ 30,552	\$ 4,426,523	\$ 388,410	\$ 338,596	\$ 49,814	\$ 770,841	\$ 603,806	\$ 167,035
Prairie Landing Golf Club	\$ 70,973	\$ 75,652	\$ (4,679)	\$ 123,070	\$ 122,993	\$ 77	\$ 2,377,672	\$ 70,973	\$ 68,461	\$ 2,512	\$ 123,070	\$ 109,528	\$ 13,542
DuPage Flight Center	\$ 709,809	\$ 875,769	\$ (165,960)	\$ 1,373,975	\$ 1,788,776	\$ (414,801)	\$ 10,196,615	\$ 709,809	\$ 856,056	\$ (146,247)	\$ 1,373,975	\$ 1,754,967	\$ (380,993)
Total Cost of Sales	\$ 1,169,193	\$ 1,355,498	\$ (186,305)	\$ 2,267,886	\$ 2,652,058	\$ (384,172)	\$ 17,000,810	\$ 1,169,193	\$ 1,263,114	\$ (93,921)	\$ 2,267,886	\$ 2,468,301	\$ (200,415)
Gross Profit/(Loss)	\$ 585,230	\$ 460,712	\$ 124,518	\$ 1,085,060	\$ 1,005,139	\$ 79,921	\$ 6,953,184	\$ 585,230	\$ 708,288	\$ (123,059)	\$ 1,085,060	\$ 1,399,514	\$ (314,454)
GENERAL AND ADMINISTRATIVE													
Airport Operations	\$ 274,996	\$ 279,208	\$ (4,212)	\$ 466,659	\$ 516,848	\$ (50,189)	\$ 3,440,294	\$ 274,996	\$ 172,931	\$ 102,066	\$ 466,659	\$ 332,391	\$ 134,268
Prairie Landing Golf Club	\$ 31,142	\$ 52,472	\$ (21,330)	\$ 87,557	\$ 103,843	\$ (16,286)	\$ 690,360	\$ 31,142	\$ 32,883	\$ (1,741)	\$ 87,557	\$ 74,270	\$ 13,287
DuPage Flight Center	\$ 124,750	\$ 159,620	\$ (34,870)	\$ 252,405	\$ 265,851	\$ (13,446)	\$ 1,985,913	\$ 124,750	\$ 141,356	\$ (16,606)	\$ 252,405	\$ 234,882	\$ 17,523
Total G&A Costs	\$ 430,888	\$ 491,300	\$ (60,412)	\$ 806,620	\$ 886,542	\$ (79,922)	\$ 6,116,567	\$ 430,888	\$ 347,169	\$ 83,719	\$ 806,620	\$ 641,542	\$ 165,078
Operating Income/(Loss)	\$ 154,342	\$ (30,588)	\$ 184,930	\$ 278,440	\$ 118,597	\$ 159,843	\$ 836,617	\$ 154,342	\$ 361,119	\$ (206,777)	\$ 278,440	\$ 757,971	\$ (479,532)
NON-OPERATING REVENUES/(EXPENSES)													
Property and Other Tax Revenue	\$ -	\$ 473,458	\$ (473,458)	\$ 17,594	\$ 946,916	\$ (929,322)	\$ 6,181,500	\$ -	\$ -	\$ -	\$ 17,594	\$ 30,138	\$ (12,544)
Property Tax Expenses	\$ (24,267)	\$ (24,349)	\$ 82	\$ (48,534)	\$ (48,698)	\$ 164	\$ (292,186)	\$ (24,267)	\$ (22,530)	\$ (1,737)	\$ (48,534)	\$ (45,059)	\$ (3,474)
Federal & State Grants	\$ 205,000	\$ -	\$ 205,000	\$ 205,000	\$ -	\$ 205,000	\$ 850,000	\$ 205,000	\$ -	\$ 205,000	\$ 205,000	\$ -	\$ 205,000
Investment Income	\$ 397,962	\$ 221,946	\$ 176,016	\$ 453,516	\$ 443,892	\$ 9,624	\$ 2,663,348	\$ 397,962	\$ 109,775	\$ 288,187	\$ 453,516	\$ 277,877	\$ 175,638
Unrealized Gain/Loss from Investments	\$ (497,548)	\$ 20,833	\$ (518,381)	\$ (497,548)	\$ 41,666	\$ (539,214)	\$ 250,000	\$ (497,548)	\$ (587,623)	\$ 90,075	\$ (497,548)	\$ 40,919	\$ (538,467)
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ 387,257	\$ (387,257)	\$ -	\$ 774,514	\$ (774,514)	\$ 4,647,084	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenues/(Expenses)	\$ 81,147	\$ 1,079,145	\$ (997,998)	\$ 130,028	\$ 2,158,290	\$ (2,028,262)	\$ 14,299,746	\$ 81,147	\$ (500,378)	\$ 581,525	\$ 130,028	\$ 303,874	\$ (173,847)
Net Income/(Loss) before Depreciation	\$ 235,488	\$ 1,048,557	\$ (813,069)	\$ 408,467	\$ 2,276,887	\$ (1,868,420)	\$ 15,136,363	\$ 235,488	\$ (139,259)	\$ 374,748	\$ 408,467	\$ 1,061,846	\$ (653,379)
Depreciation	\$ 494,574	\$ 524,170	\$ (29,596)	\$ 989,148	\$ 1,048,340	\$ (59,192)	\$ 6,920,555	\$ 494,574	\$ 502,425	\$ (7,851)	\$ 989,148	\$ 1,004,851	\$ (15,702)
Net Income/(Loss) after Depreciation	\$ (259,086)	\$ 524,387	\$ (783,473)	\$ (580,681)	\$ 1,228,547	\$ (1,809,228)	\$ 8,215,808	\$ (259,086)	\$ (641,684)	\$ 382,599	\$ (580,681)	\$ 56,995	\$ (637,676)
Major Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 541,966	\$ -	\$ -	\$ -	\$ -	\$ 77,033	\$ (77,033)
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ (259,086)	\$ 524,387	\$ (783,473)	\$ (580,681)	\$ 1,228,547	\$ (1,809,228)	\$ 7,673,842	\$ (259,086)	\$ (641,684)	\$ 382,599	\$ (580,681)	\$ (20,038)	\$ (560,643)

Airport and Administration

STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 2/29/2024

	Month			YTD			2024 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2024	2023	Variance	2024	2023	Variance
REVENUES													
Administrative	\$ 45,642	\$ 26,861	\$ 18,781	\$ 75,205	\$ 56,722	\$ 18,483	\$ 303,861	\$ 45,642	\$ 25,253	\$ 20,389	\$ 75,205	\$ 55,756	\$ 19,449
Field Operations	\$ 30,374	\$ 30,178	\$ 196	\$ 58,909	\$ 58,606	\$ 303	\$ 494,177	\$ 30,374	\$ 29,630	\$ 745	\$ 58,909	\$ 57,558	\$ 1,351
Field Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building Operations	\$ 286,954	\$ 279,995	\$ 6,959	\$ 570,726	\$ 558,463	\$ 12,263	\$ 3,365,690	\$ 286,954	\$ 259,615	\$ 27,339	\$ 570,726	\$ 518,714	\$ 52,012
Flight Center	\$ 16,973	\$ 16,892	\$ 81	\$ 33,947	\$ 33,784	\$ 163	\$ 203,056	\$ 16,973	\$ 25,673	\$ (8,700)	\$ 33,947	\$ 43,347	\$ (9,400)
Total Revenues	\$ 379,944	\$ 353,926	\$ 26,018	\$ 738,787	\$ 707,575	\$ 31,212	\$4,366,784	\$ 379,944	\$ 340,171	\$ 39,773	\$ 738,787	\$ 675,374	\$ 63,413
OPERATING EXPENSES													
Field Operations	\$ 217,772	\$ 189,963	\$ 27,809	\$ 412,400	\$ 351,444	\$ 60,956	\$ 1,963,310	\$ 217,772	\$ 166,813	\$ 50,959	\$ 412,400	\$ 286,271	\$ 126,129
Building Operations	\$ 84,837	\$ 112,810	\$ (27,973)	\$ 184,835	\$ 204,547	\$ (19,712)	\$ 1,218,607	\$ 84,837	\$ 94,858	\$ (10,021)	\$ 184,835	\$ 190,219	\$ (5,384)
Flight Center	\$ 27,231	\$ 29,142	\$ (1,911)	\$ 50,793	\$ 54,856	\$ (4,063)	\$ 346,600	\$ 27,231	\$ 15,466	\$ 11,765	\$ 50,793	\$ 27,976	\$ 22,817
Shop Equip. Operations	\$ 31,163	\$ 45,128	\$ (13,965)	\$ 80,897	\$ 81,214	\$ (317)	\$ 547,397	\$ 31,163	\$ 35,021	\$ (3,857)	\$ 80,897	\$ 54,558	\$ 26,339
Projects & Procurement	\$ 27,407	\$ 27,034	\$ 373	\$ 41,916	\$ 48,228	\$ (6,312)	\$ 350,609	\$ 27,407	\$ 26,438	\$ 969	\$ 41,916	\$ 44,782	\$ (2,866)
Total Cost of Sales	\$ 388,410	\$ 404,077	\$ (15,667)	\$ 770,841	\$ 740,289	\$ 30,552	\$4,426,523	\$ 388,410	\$ 338,596	\$ 49,814	\$ 770,841	\$ 603,806	\$ 167,035
Gross Profit/(Loss)	\$ (8,466)	\$ (50,151)	\$ 41,685	\$ (32,054)	\$ (32,714)	\$ 660	-\$59,739	\$ (8,466)	\$ 1,575	\$ (10,042)	\$ (32,054)	\$ 71,569	\$ (103,622)
GENERAL AND ADMINISTRATIVE													
Administrative	\$ 223,559	\$ 238,325	\$ (14,766)	\$ 386,765	\$ 443,698	\$ (56,933)	\$ 2,932,436	\$ 223,559	\$ 145,304	\$ 78,254	\$ 386,765	\$ 280,426	\$ 106,339
Commissioners	\$ 8,198	\$ 9,077	\$ (879)	\$ 17,264	\$ 18,154	\$ (890)	\$ 108,928	\$ 8,198	\$ 8,851	\$ (653)	\$ 17,264	\$ 18,004	\$ (740)
Business Dev./Marketing	\$ 3,542	\$ 7,987	\$ (4,445)	\$ 7,273	\$ 15,974	\$ (8,701)	\$ 95,850	\$ 3,542	\$ 487	\$ 3,054	\$ 7,273	\$ 6,858	\$ 415
Accounting	\$ 39,698	\$ 23,819	\$ 15,879	\$ 55,357	\$ 39,022	\$ 16,335	\$ 303,080	\$ 39,698	\$ 18,288	\$ 21,410	\$ 55,357	\$ 27,103	\$ 28,253
Total G&A Costs	\$ 274,996	\$ 279,208	\$ (4,212)	\$ 466,659	\$ 516,848	\$ (50,189)	\$3,440,294	\$ 274,996	\$ 172,931	\$ 102,066	\$ 466,659	\$ 332,391	\$ 134,268
Operating Income/(Loss)	\$ (283,462)	\$ (329,359)	\$ 45,897	\$ (498,712)	\$ (549,562)	\$ 50,850	(\$3,500,033)	\$ (283,462)	\$ (171,355)	\$ (112,107)	\$ (498,712)	\$ (260,822)	\$ (237,890)
NON-OPERATING REVENUES/(EXPENSES)													
Property and Other Tax Revenue	\$ -	\$ 473,458	\$ (473,458)	\$ 17,594	\$ 946,916	\$ (929,322)	\$ 6,181,500	\$ -	\$ -	\$ -	\$ 17,594	\$ 30,138	\$ (12,544)
Property Tax Expenses	\$ (19,452)	\$ (19,449)	\$ (3)	\$ (38,904)	\$ (38,898)	\$ (6)	\$ (233,386)	\$ (19,452)	\$ (17,682)	\$ (1,770)	\$ (38,904)	\$ (35,364)	\$ (3,540)
Federal & State Grants	\$ 205,000	\$ -	\$ 205,000	\$ 205,000	\$ -	\$ 205,000	\$ 850,000	\$ 205,000	\$ -	\$ 205,000	\$ 205,000	\$ -	\$ 205,000
Investment Income	\$ 397,962	\$ 221,946	\$ 176,016	\$ 453,516	\$ 443,892	\$ 9,624	\$ 2,663,348	\$ 397,962	\$ 109,775	\$ 288,187	\$ 453,516	\$ 277,877	\$ 175,638
Unrealized Gain/Loss from Investments	\$ (497,548)	\$ 20,833	\$ (518,381)	\$ (497,548)	\$ 41,666	\$ (539,214)	\$ 250,000	\$ (497,548)	\$ (587,623)	\$ 90,075	\$ (497,548)	\$ 40,919	\$ (538,467)
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ 387,257	\$ (387,257)	\$ -	\$ 774,514	\$ (774,514)	\$ 4,647,084	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenues/(Expenses)	\$ 85,962	\$ 1,084,045	\$ (998,083)	\$ 139,657	\$ 2,168,090	\$ (2,028,433)	\$14,358,546	\$ 85,962	\$ (495,530)	\$ 581,492	\$ 139,657	\$ 313,570	\$ (173,912)
Net Income/(Loss) before Depreciation	\$ (197,501)	\$ 754,686	\$ (952,187)	\$ (359,055)	\$ 1,618,528	\$ (1,977,583)	\$10,858,513	\$ (197,501)	\$ (666,886)	\$ 469,385	\$ (359,055)	\$ 52,748	\$ (411,803)
Depreciation	\$ 493,881	\$ 523,477	\$ (29,596)	\$ 987,761	\$ 1,046,954	\$ (59,193)	\$ 6,912,239	\$ 493,881	\$ 496,603	\$ (2,723)	\$ 987,761	\$ 993,206	\$ (5,445)
Net Income/(Loss) after Depreciation	\$ (691,381)	\$ 231,209	\$ (922,590)	\$ (1,346,816)	\$ 571,574	\$ (1,918,390)	\$3,946,274	\$ (691,381)	\$ (1,163,489)	\$ 472,108	\$ (1,346,816)	\$ (940,459)	\$ (406,358)
Major Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$453,504	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ (691,381)	\$ 231,209	\$ (922,590)	\$ (1,346,816)	\$ 571,574	\$ (1,918,390)	\$3,492,770	\$ (691,381)	\$ (1,163,489)	\$ 472,108	\$ (1,346,816)	\$ (940,459)	\$ (406,358)

DuPage Flight Center

STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 2/29/2024

	Month			YTD			2024 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2024	2023	Variance	2024	2023	Variance
REVENUES													
Hangar Rentals	\$ 43,191	\$ 45,833	\$ (2,642)	\$ 114,301	\$ 91,666	\$ 22,635	\$ 550,000	\$ 43,191	\$ 63,431	\$ (20,240)	\$ 114,301	\$ 122,585	\$ (8,284)
Ramp Tie Downs & Overnight fees	\$ 4,734	\$ 3,000	\$ 1,734	\$ 6,678	\$ 6,000	\$ 678	\$ 36,000	\$ 4,734	\$ 586	\$ 4,148	\$ 6,678	\$ 1,545	\$ 5,133
Fuel and Oil Sales	\$ 1,231,088	\$ 1,338,397	\$ (107,309)	\$ 2,352,922	\$ 2,733,212	\$ (380,290)	\$ 15,714,863	\$ 1,231,088	\$ 1,338,144	\$ (107,055)	\$ 2,352,922	\$ 2,762,385	\$ (409,463)
Volume Rebate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (110,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Line Service Other	\$ 7,832	\$ 10,833	\$ (3,001)	\$ 34,330	\$ 21,666	\$ 12,664	\$ 130,000	\$ 7,832	\$ 24,836	\$ (17,004)	\$ 34,330	\$ 48,174	\$ (13,844)
Aircraft Catering	\$ -	\$ 542	\$ (542)	\$ 391	\$ 1,084	\$ (694)	\$ 6,500	\$ -	\$ 1,028	\$ (1,028)	\$ 391	\$ 1,367	\$ (976)
Non Airfield Rent/Lease/Maintenance Revenue	\$ 391	\$ 542	\$ (151)	\$ 1,218	\$ 1,084	\$ 134	\$ 6,500	\$ 391	\$ 660	\$ (269)	\$ 1,218	\$ 1,328	\$ (111)
Misc. Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 143,929	\$ (143,929)	\$ -	\$ 143,929	\$ (143,929)
Total Revenue	\$ 1,287,236	\$ 1,399,147	\$ (111,911)	\$ 2,509,838	\$ 2,854,712	\$ (344,874)	\$ 16,433,863	\$ 1,287,236	\$ 1,572,614	\$ (285,378)	\$ 2,509,838	\$ 3,081,313	\$ (571,474)
OPERATING EXPENSES													
Fuel and Oil Cost of Sales	\$ 670,264	\$ 816,422	\$ (146,158)	\$ 1,290,062	\$ 1,667,259	\$ (377,197)	\$ 9,589,574	\$ 670,264	\$ 812,273	\$ (142,009)	\$ 1,290,062	\$ 1,660,728	\$ (370,666)
De ice Cost of Goods	\$ -	\$ 15,000	\$ (15,000)	\$ -	\$ 30,000	\$ (30,000)	\$ 41,000	\$ -	\$ -	\$ -	\$ -	\$ 6,833	\$ (6,833)
Credit Card Expense	\$ 16,731	\$ 15,849	\$ 882	\$ 34,462	\$ 31,780	\$ 2,682	\$ 200,805	\$ 16,731	\$ 19,742	\$ (3,011)	\$ 34,462	\$ 39,667	\$ (5,205)
Food - COGS	\$ 4,995	\$ 7,200	\$ (2,205)	\$ 9,664	\$ 14,550	\$ (4,886)	\$ 87,000	\$ 4,995	\$ 3,203	\$ 1,791	\$ 9,664	\$ 7,402	\$ 2,262
Maintenance	\$ 17,819	\$ 21,298	\$ (3,479)	\$ 39,786	\$ 45,187	\$ (5,401)	\$ 278,236	\$ 17,819	\$ 20,838	\$ (3,019)	\$ 39,786	\$ 40,337	\$ (551)
Total Cost of Sales	\$ 709,809	\$ 875,769	\$ (165,960)	\$ 1,373,975	\$ 1,788,776	\$ (414,801)	\$ 10,196,615	\$ 709,809	\$ 856,056	\$ (146,247)	\$ 1,373,975	\$ 1,754,967	\$ (380,993)
Gross Profit/(Loss)	\$ 577,427	\$ 523,378	\$ 54,049	\$ 1,135,863	\$ 1,065,936	\$ 69,927	\$ 6,237,248	\$ 577,427	\$ 716,558	\$ (139,130)	\$ 1,135,863	\$ 1,326,345	\$ (190,482)
GENERAL AND ADMINISTRATIVE	\$ 124,750	\$ 159,620	\$ (34,870)	\$ 252,405	\$ 265,851	\$ (13,446)	\$ 1,985,913	\$ 124,750	\$ 141,356	\$ (16,606)	\$ 252,405	\$ 234,882	\$ 17,523
Operating Income/(Loss)	\$ 452,678	\$ 363,758	\$ 88,920	\$ 883,459	\$ 800,085	\$ 83,374	\$ 4,251,335	\$ 452,678	\$ 575,202	\$ (122,524)	\$ 883,459	\$ 1,091,464	\$ (208,005)
Net Income/(Loss) before Depreciation	\$ 452,678	\$ 363,758	\$ 88,920	\$ 883,459	\$ 800,085	\$ 83,374	\$ 4,251,335	\$ 452,678	\$ 575,202	\$ (122,524)	\$ 883,459	\$ 1,091,464	\$ (208,005)
Depreciation	\$ 693	\$ 693	\$ 0	\$ 1,387	\$ 1,386	\$ 1	\$ 8,316	\$ 693	\$ 2,778	\$ (2,085)	\$ 1,387	\$ 5,557	\$ (4,170)
Major Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,462	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ 451,984	\$ 363,065	\$ 88,919	\$ 882,072	\$ 798,699	\$ 83,373	\$ 4,154,557	\$ 451,984	\$ 572,424	\$ (120,440)	\$ 882,072	\$ 1,085,907	\$ (203,835)

Prairie Landing Golf Club
STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 2/29/2024

	Month			YTD			2024 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2024	2023	Variance	2024	2023	Variance
REVENUES													
P100 - Golf Administration	\$ 24	\$ 121	\$ (97)	\$ 359	\$ 224	\$ 135	\$ 2,500	\$ 24	\$ 80	\$ (55)	\$ 359	\$ 186	\$ 173
P300 - Golf Operations	\$ 77,245	\$ 56,108	\$ 21,137	\$ 85,653	\$ 80,153	\$ 5,500	\$ 1,832,838	\$ 77,245	\$ 55,087	\$ 22,158	\$ 85,653	\$ 78,342	\$ 7,312
P400 - Golf Food and Beverage	\$ 3,074	\$ -	\$ 3,074	\$ 4,054	\$ -	\$ 4,054	\$ 432,860	\$ 3,074	\$ 432	\$ 2,642	\$ 4,054	\$ 432	\$ 3,622
P500 - Golf Banquets	\$ 1,678	\$ 4,433	\$ (2,755)	\$ 8,128	\$ 11,083	\$ (2,955)	\$ 299,275	\$ 1,678	\$ 2,041	\$ (363)	\$ 8,128	\$ 30,190	\$ (22,062)
P600 - Golf In-house Events	\$ 4,219	\$ 1,500	\$ 2,719	\$ 4,219	\$ 1,500	\$ 2,719	\$ 71,850	\$ 4,219	\$ -	\$ 4,219	\$ 4,219	\$ -	\$ 4,219
P700 - Golf Outings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 501,024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P900 - Kitty Hawk Café	\$ 1,002	\$ 975	\$ 27	\$ 1,907	\$ 1,950	\$ (43)	\$ 13,000	\$ 1,002	\$ 977	\$ 25	\$ 1,907	\$ 1,978	\$ (72)
Total Revenue	\$ 87,242	\$ 63,137	\$ 24,105	\$ 104,320	\$ 94,910	\$ 9,410	\$ 3,153,347	\$ 87,242	\$ 58,617	\$ 28,625	\$ 104,320	\$ 111,128	\$ (6,808)
OPERATING EXPENSES													
P200 - Golf Maintenance	\$ 35,069	\$ 30,492	\$ 4,577	\$ 59,210	\$ 48,735	\$ 10,475	\$ 943,921	\$ 35,069	\$ 27,949	\$ 7,120	\$ 59,210	\$ 47,451	\$ 11,759
P300 - Golf Operations	\$ 5,682	\$ 11,620	\$ (5,938)	\$ 10,766	\$ 16,338	\$ (5,572)	\$ 441,403	\$ 5,682	\$ 11,192	\$ (5,509)	\$ 10,766	\$ 10,921	\$ (155)
P400 - Golf Food and Beverage	\$ 6,601	\$ 5,673	\$ 928	\$ 11,118	\$ 9,176	\$ 1,942	\$ 275,555	\$ 6,601	\$ 5,187	\$ 1,413	\$ 11,118	\$ 7,087	\$ 4,031
P500 - Golf Banquets	\$ 4,209	\$ 9,458	\$ (5,249)	\$ 10,861	\$ 18,529	\$ (7,668)	\$ 237,747	\$ 4,209	\$ 10,736	\$ (6,526)	\$ 10,861	\$ 25,405	\$ (14,544)
P600 - Golf In-house Events	\$ 1,262	\$ 1,226	\$ 36	\$ 1,259	\$ 1,226	\$ 33	\$ 54,366	\$ 1,262	\$ -	\$ 1,262	\$ 1,259	\$ -	\$ 1,259
P700 - Golf Outings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P800 - Golf Kitchen	\$ 17,149	\$ 16,207	\$ 942	\$ 27,950	\$ 27,037	\$ 913	\$ 305,658	\$ 17,149	\$ 12,422	\$ 4,727	\$ 27,950	\$ 16,687	\$ 11,264
P900 - Kitty Hawk Café	\$ 1,002	\$ 976	\$ 26	\$ 1,907	\$ 1,952	\$ (45)	\$ 13,000	\$ 1,002	\$ 977	\$ 25	\$ 1,907	\$ 1,978	\$ (72)
Total Cost of Sales	\$ 70,973	\$ 75,652	\$ (4,679)	\$ 123,070	\$ 122,993	\$ 77	\$ 2,377,672	\$ 70,973	\$ 68,461	\$ 2,512	\$ 123,070	\$ 109,528	\$ 13,542
Gross Profit/(Loss)	\$ 16,268	\$ (12,515)	\$ 28,783	\$ (18,750)	\$ (28,083)	\$ 9,333	\$ 775,675	\$ 16,268	\$ (9,845)	\$ 26,113	\$ (18,750)	\$ 1,600	\$ (20,350)
GENERAL AND ADMINISTRATIVE	\$ 31,142	\$ 52,472	\$ (21,330)	\$ 87,557	\$ 103,843	\$ (16,286)	\$ 690,360	\$ 31,142	\$ 32,883	\$ (1,741)	\$ 87,557	\$ 74,270	\$ 13,287
Operating Income/(Loss)	\$ (14,874)	\$ (64,987)	\$ 50,113	\$ (106,307)	\$ (131,926)	\$ 25,619	\$ 85,315	\$ (14,874)	\$ (42,728)	\$ 27,854	\$ (106,307)	\$ (72,670)	\$ (33,637)
NON-OPERATING REVENUES/(EXPENSES)													
Property Tax Expenses	\$ (4,815)	\$ (4,900)	\$ 85	\$ (9,630)	\$ (9,800)	\$ 170	(\$58,800)	\$ (4,815)	\$ (4,848)	\$ 33	\$ (9,630)	\$ (9,695)	\$ 66
Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss) before Depreciation & Adj.	\$ (19,688)	\$ (69,887)	\$ 50,199	\$ (115,936)	\$ (141,726)	\$ 25,790	\$ 26,515	\$ (19,688)	\$ (47,575)	\$ 27,887	\$ (115,936)	\$ (82,365)	\$ (33,571)
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ 3,044	\$ (3,044)	\$ -	\$ 6,088	\$ (6,088)
Major Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 77,033	\$ (77,033)
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ (19,688)	\$ (69,887)	\$ 50,199	\$ (115,936)	\$ (141,726)	\$ 25,790	\$ 26,515	\$ (19,688)	\$ (50,619)	\$ 30,931	\$ (115,936)	\$ (165,486)	\$ 49,550



Accounts Receivable Aging Report Over 60 Days Past Due

Customer No.	Customer Name	Current @ 02/29/24	1 to 30 Days Overdue	31 to 60 Days Overdue	61 to 90 Days Overdue	91+ Days Overdue	Total	% of Total
A-TEA01	Travel Express Aviation	0.00	0.00	0.00	0.00	70,426.25	70,426.25	40.83%
A-RSA01	RSH Aviation, Inc.	0.00	3,272.00	3,272.00	3,272.00	59,582.48	69,398.48	40.24%
A-AFS01	AVEL FLIGHT SCHOOL, INC.	0.00	0.00	0.00	0.00	13,640.00	13,640.00	7.91%
A-TEA03	TRAVEL EXPRESS MAINTENANCE	0.00	0.00	0.00	0.00	12,568.30	12,568.30	7.29%
A-USG02	GENERAL SERVICES ADMINISTRATION	0.00	0.00	0.00	0.00	4,135.49	4,135.49	2.40%
A-DOJ01	JOE DOLLENS	0.00	83.00	83.00	83.00	1,316.00	1,565.00	0.91%
A-GOA01	ALLAN GOLDSTEIN	0.00	483.00	0.00	0.00	71.00	554.00	0.32%
A-TAI01	T-BIRD AVIATION INC.	0.00	0.00	0.00	0.00	194.31	194.31	0.11%
Report Total:		-	3,838.00	3,355.00	3,355.00	161,933.83	172,481.83	
Percent of Total:		0.00%	2.23%	1.95%	1.95%	93.88%	100.00%	



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2024-2643; Ratification of the Executive Director's
Procurement of Additional Airfield Deicing Materials

DATE: March 14, 2024

SUMMARY:

On September 15, 2023, the Board authorized the procurement of up to 16 tons of Sodium Formate runway deicing material for an amount not-to-exceed \$27,160.96 for the 2023/2024 winter season and up to 12,000 gallons of Potassium Acetate runway deicing fluid for an amount not-to-exceed \$75,000 for the 2023/2024 winter season.

Due to snow and ice events that occurred in January and February, additional Sodium Formate and Potassium Acetate that exceeded the Board approved amounts for the 2023/2024 winter season were required to mitigate icing conditions that posed a safety hazard to aircraft utilizing the airfield.

The Executive Director's procurement of the additional airfield deicing materials exceeded the original Board approved not-to-exceed combined amount of \$102,160.96 for Sodium Formate and Potassium Acetate by \$33,619.76.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Finance, Budget and Audit Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

This resolution ratifies the Executive Director's procurement of additional airfield deicing materials in the amount of \$33,619.76. The total amount expensed from our FY'24 budget is \$127,414 with a budgeted line of \$119,000 or 7.1% over budget. Savings from other lines will cover these expenses.

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

- Proposed Resolution 2024-2643; Ratification of the Executive Director's Procurement of Additional Airfield Deicing Materials.

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 2024-2643; Ratification of the Executive Director's Procurement of Additional Airfield Deicing Materials.

RESOLUTION 2024-2643

RATIFICATION OF THE EXECUTIVE DIRECTOR’S PROCUREMENT OF ADDITIONAL AIRFIELD DEICING MATERIALS

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

WHEREAS, on September 15, 2023, the Board of Commissioners of the Authority (“Board”) authorized the procurement of up to 16 tons of Sodium Formate runway deicing material for an amount not-to-exceed \$27,160.96 for the 2023/2024 winter season and up to 12,000 gallons of Potassium Acetate runway deicing fluid for an amount not-to-exceed \$75,000 for the 2023/2024 winter season; and

WHEREAS, due to winter storms that occurred in early 2024, additional Sodium Formate and Potassium Acetate that exceeded the Board approved amounts for the 2023/2024 winter season were required to mitigate icing conditions that posed a safety hazard to aircraft utilizing the airfield; and

WHEREAS, due to the timing of the need to procure the additional Sodium Formate and Potassium Acetate, the Executive Director exceeded the original Board approved not-to-exceed combined amount of \$102,160.96 for Sodium Formate and Potassium Acetate by \$33,619.76; and

WHEREAS, the Authority finds that the additional expenditure for airfield deicing materials is reasonable and deems it to be in the best interest of the Authority to ratify the expenditure of \$33,619.76; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby ratifies the Executive Director’s procurement of additional airfield deicing materials in the amount of \$33,619.76 and to take whatever steps necessary to effectuate the terms of said expenditure on behalf of the Authority.

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

Karyn M. Charvat	_____	Gina R. LaMantia	_____
Juan E. Chavez	_____	Michael V. Ledonne	_____
Joshua S. Davis	_____	Noreen M. Ligino-Kubinski	_____
Anthony M. Giunti Jr.	_____	Donald E. Puchalski	_____
Bryan M. Hacker	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

(ATTEST)

CHAIRMAN

SECRETARY

RESOLUTION 2024-2643



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2024-2644; Award of Contract to Sentinel Technologies, Inc. for Managed IT Services

DATE: March 14, 2024

SUMMARY:

The Airport Authority currently utilizes Netrix Global, an information technology (“IT”) firm for managed IT services that include: on-premises server monitoring, maintenance, software/firmware updates, network data backups, network security, network support ticket response, software license compliance, and as-needed consulting/on-site project support. The contract with Netrix will expire on April 1, 2024.

In efforts to secure a new managed IT services contract, staff solicited a Request for Proposals (“RFP”) for managed IT services in the November 21, 2023 edition of the Daily Herald newspaper. A mandatory pre-proposal conference was conducted on December 6, 2023. Eight (8) proposals were received on December 18, 2023 from the following firms:

- GAD Group Technology, Inc. – Bolingbrook, IL
- InterDev – Glenview, IL
- IRSYS Corporation – Schaumburg, IL
- Lightway Solutions – Chicago, IL
- Netrix Global – Bannockburn, IL
- Pace Systems, Inc. – Naperville, IL
- PSM Partners – Chicago, IL
- Sentinel Technologies, Inc. – Downers Grove, IL

An evaluation panel was appointed by the Executive Director to evaluate the proposals based on qualifications and experience, approach, account team, and pricing. The evaluation panel interviewed shortlisted firms and selected Sentinel Technologies, Inc. as the best and most advantageous firm for providing managed IT services to the Authority.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Finance, Budget and Audit Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

The contract with Sentinel Technologies, Inc. to provide managed IT services commences on April 1, 2024 and continues through April 1, 2027, subject to two (2) additional one (1) year extensions at the sole discretion of the Authority for an annual cost of \$37,832, which includes a 10% owner’s contingency. a one-time setup fee of \$9,270, and as-needed hourly on-site support rates of \$279 during normal business hours, \$405 after normal business hours, \$557 Saturdays, Sundays and holidays, and \$350 advisory consulting (costs for the Extension Years would be negotiated at the time of the extensions).

Funding for managed IT services is included in the 2024 Operating Budget.

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

Legal counsel is reviewing the form of agreement utilized for this service.

ATTACHMENTS:

- Proposed Resolution 2024-2644; Award of Contract to Sentinel Technologies, Inc. for Managed IT Services.

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 2024-2644; Award of Contract to Sentinel Technologies, Inc. for Managed IT Services.

RESOLUTION 2024-2644

AWARD OF CONTRACT TO SENTINEL TECHNOLOGIES, INC. FOR MANAGED IT SERVICES

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

WHEREAS, the Authority has solicited proposals from qualified information technology (“IT”) firms to provide managed IT services and onsite support for the Authority’s computer network; and

WHEREAS, the Authority has received and reviewed eight (8) proposals through a Request for Proposal evaluation committee process; and

WHEREAS, upon evaluating the proposals, the Authority has determined that Sentinel Technologies, Inc. ranked the best and most advantageous to the Authority for providing managed IT services; and

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to enter into a Contract with Sentinel Technologies, Inc. for a term of three (3) years, subject to two (2) one (1) year extensions at the sole discretion of the Authority; and

NOW, THEREFORE, BE IT RESOLVED, that the Authority be authorized to enter into a written Contract with Sentinel Technologies, Inc. to provide managed IT services during the term of April 1, 2024 through April 1, 2027, subject to two (2) additional one (1) year extensions (the “Extension Years”) contingent upon the future appropriations of the Authority and at the sole discretion of the Authority for an annual cost of \$37,832 which include a 10% owner’s contingency, a one-time setup fee of \$9,270, and as-needed hourly on-site support rates of \$279 during normal business hours, \$405 after normal business hours, \$557 Saturdays, Sundays and holidays, and \$350 advisory consulting (costs for the Extension Years would be negotiated at the time of the extensions); and

FURTHER, 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 Sentinel Technologies, Inc. and to take whatever steps necessary to effectuate the terms of said Contract.

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

Karyn M. Charvat	_____	Gina R. LaMantia	_____
Juan E. Chavez	_____	Michael V. Ledonne	_____
Joshua S. Davis	_____	Noreen M. Ligino-Kubinski	_____
Anthony M. Giunti Jr.	_____	Donald E. Puchalski	_____
Bryan M. Hacker	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2644

TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2024-2645; Authorizing the Execution of a Service Order with Rosenbauer America, LLC for Repairs to the 2008 Rosenbauer Panther Aircraft Rescue and Fire Fighting Truck

DATE: March 14, 2024

SUMMARY:

The Airport Authority's 2024 Capital Budget includes funding to inspect, repair and service the Authority's 2008 Rosenbauer Panther Aircraft Rescue and Fire Fighting Truck. Several truck components are beyond their effective service life and in need of replacement to include: data panel control systems, roof and bumper turret joysticks, fire suppression valves, rubber hoses, torsion bar bushings, and scene lighting. In addition, truck components will be inspected, tested and calibrated to factory performance standards.

Service will be performed at the Rosenbauer factory in Wyoming, MN during a 6-8 week period. During this time, the Authority's second aircraft rescue and fire fighting truck (Rescue 9) will be staffed 24/7 at DuPage Airport and able to respond to aircraft incidents.

Staff is in receipt of a Service Order in the amount of \$78,625 from Rosenbauer America, LLC to perform this work.



PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Finance, Budget and Audit Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

2024 Capital Budget	\$230,000
2008 Rosenbauer Panther Aircraft Rescue and Fire Fighting Vehicle Service Order	(\$78,625)
Owner’s Contingency (10%)	(\$7,862.50)
	\$143,512.50

This resolution requests a total not-to-exceed amount of \$86,487.50, which includes a 10% owner’s contingency for a Service Order with Rosenbauer America, LLC.

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

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

ATTACHMENTS:

- Proposed Resolution 2024-2645; Authorizing the Execution of a Service Order with Rosenbauer America, LLC for Repairs to the 2008 Rosenbauer Panther Aircraft Rescue and Fire Fighting Truck.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2024-2645; Authorizing the Execution of a Service Order with Rosenbauer America, LLC for Repairs to the 2008 Rosenbauer Panther Aircraft Rescue and Fire Fighting Truck.

RESOLUTION 2024-2645

AUTHORIZING THE EXECUTION OF A SERVICE ORDER WITH ROSENBAUER AMERICA, LLC FOR REPAIRS TO THE 2008 ROSENBAUER PANTHER AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

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

WHEREAS, the Authority’s 2024 Capital Budget includes a project to repair its 2008 Rosenbauer Panther Aircraft Rescue and Fire Fighting Truck (the “Truck”); and

WHEREAS, the Authority is in receipt of a service order from Rosenbauer America, LLC in the amount of \$78,625 to complete repairs to the Truck including new controls, valves, bushings, rubber hoses, lighting, operational and flow testing; and

WHEREAS, upon the Executive Director’s recommendation, the Board of Commissioners of the Authority has determined that the service order submitted by Rosenbauer America, LLC is fair and reasonable; and is within the amount budgeted in the Authority’s Budget and Appropriations Ordinance; 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 Rosenbauer America, LLC for repairs to the Truck at a total cost not-to-exceed \$86,487.50, which includes a 10% owner’s contingency; 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 said Contract with Rosenbauer America, LLC for repairs to the Truck at a total cost not-to-exceed \$86,487.50 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.

Karyn M. Charvat	_____	Gina R. LaMantia	_____
Juan E. Chavez	_____	Michael V. Ledonne	_____
Joshua S. Davis	_____	Noreen M. Ligino-Kubinski	_____
Anthony M. Giunti Jr.	_____	Donald E. Puchalski	_____
Bryan M. Hacker	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2645



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2024-2646; Award of Contract to Mid-American Elevator Company, Inc. for Elevator Maintenance Services

DATE: March 14, 2024

SUMMARY:

The Airport Authority currently utilizes an elevator maintenance contractor to service eight (8) elevators including:

- (4) Otis Traction Elevators – Flight Center
- (1) ESCO Hydraulic Elevator – Flight Center
- (1) Dover Traction Elevator – Control Tower
- (1) Dover Hydraulic Elevator – Government Center
- (1) Montgomery Hydraulic Elevator – Prairie Landing Clubhouse

Under a full-service maintenance contract, the contractor provides all labor and materials to service and inspect the elevators in accordance with applicable laws and regulations. As part of a monthly maintenance fee, the contractor repairs or replaces all mechanical, electrical and electronic parts required for the operation of the elevators in addition to providing preventative maintenance. Specific inspections are performed on a monthly, bi-monthly, quarterly, semi-annual and annual basis; in addition to those requested by the Authority.

The current contract with Otis Elevator for such services has expired. Staff solicited sealed bids for a new one (1) year contract subject to two (2) one (1) year extensions at the sole discretion of the Authority in the February 13, 2024 edition of the Daily Herald Newspaper. Five (5) sealed bids were received and opened at 2:00 p.m. on March 5, 2024. Bid results are as follows:

Bidder	Year 1 Cost	Year 2 Cost	Year 3 Cost	Total
Mid-American Elevator – East Dundee, IL	\$18,816	\$19,584	\$20,352	\$58,752
Total Elevator – Plainfield, IL	\$12,300	\$26,700	\$28,350	\$67,350
Anderson Elevator – Broadview, IL	\$27,840	\$27,840	\$27,840	\$83,520
Urban Elevator – Cicero, IL	\$26,584	\$27,921.60	\$29,317.68	\$83,823
Suburban Elevator – East Dundee, IL	\$58,800	\$58,800	\$58,800	\$176,400

Hourly time and material rates for as-needed work performed outside the scope of the annual maintenance contract are as follows:

Year 1 – April 1, 2024 – March 31, 2025	Mechanic	Helper	Adjuster	Team	Markup Materials
Mid-American Elevator – East Dundee, IL					
M-F 7AM-5PM	\$404	\$323	\$495	\$727	15%
Saturdays and M-F After 5PM	\$687	\$549	\$842	\$1235	
Sunday and Federally Recognized Holidays	\$808	\$646	\$990	\$1454	
Total Elevator – Plainfield, IL					
M-F 7AM-5PM	\$175	\$175	No Bid	\$350	5%
Saturdays and M-F After 5PM	\$225	\$225	No Bid	\$450	
Sunday and Federally Recognized Holidays	\$275	\$275	No Bid	\$550	
Anderson Elevator – Broadview, IL					
M-F 7AM-5PM	\$298	\$269	\$298	\$567	10%
Saturdays and M-F After 5PM	\$443	\$413	\$443	No Bid	
Sunday and Federally Recognized Holidays	\$498	\$461	\$498	\$890	
Urban Elevator – Cicero, IL					
M-F 7AM-5PM	No Bid	No Bid	No Bid	No Bid	20%
Saturdays and M-F After 5PM	No Bid	No Bid	No Bid	No Bid	
Sunday and Federally Recognized Holidays	No Bid	No Bid	No Bid	No Bid	
Suburban Elevator – East Dundee, IL					
M-F 7AM-5PM	\$333.35	\$235.87	\$333.35	\$536.74	35%
Saturdays and M-F After 5PM	\$518.38	\$289.56	\$504.42	\$912.45	
Sunday and Federally Recognized Holidays	\$659.62	\$413.86	\$659.62	\$994.38	

Year 2 – April 1, 2025 – March 31, 2026	Mechanic	Helper	Adjuster	Team	Markup Materials
Mid-American Elevator – East Dundee, IL					
M-F 7AM-5PM	\$418	\$335	\$512	\$752	15%
Saturdays and M-F After 5PM	\$711	\$570	\$870	\$1278	
Sunday and Federally Recognized Holidays	\$836	\$670	\$1024	\$1504	
Total Elevator – Plainfield, IL					
M-F 7AM-5PM	\$175	\$175	No Bid	\$350	5%
Saturdays and M-F After 5PM	\$225	\$225	No Bid	\$450	
Sunday and Federally Recognized Holidays	\$275	\$275	No Bid	\$550	
Anderson Elevator – Broadview, IL					
M-F 7AM-5PM	\$298	\$269	\$298	\$567	10%
Saturdays and M-F After 5PM	\$443	\$413	\$413	No Bid	
Sunday and Federally Recognized Holidays	\$498	\$461	\$498	\$890	

Urban Elevator – Cicero, IL					
M-F 7AM-5PM	No Bid	No Bid	No Bid	No Bid	20%
Saturdays and M-F After 5PM	No Bid	No Bid	No Bid	No Bid	
Sunday and Federally Recognized Holidays	No Bid	No Bid	No Bid	No Bid	
Suburban Elevator – East Dundee, IL					
M-F 7AM-5PM	\$350.02	\$247.66	\$350.02	\$563.58	35%
Saturdays and M-F After 5PM	\$544.30	\$304.04	\$529.64	\$958.07	
Sunday and Federally Recognized Holidays	\$692.60	\$434.55	\$692.60	\$1044.10	

Year 3 – April 1, 2026 – March 31, 2027	Mechanic	Helper	Adjuster	Team	Markup Materials
Mid-American Elevator – East Dundee, IL					
M-F 7AM-5PM	\$435	\$348	\$532	\$782	15%
Saturdays and M-F After 5PM	\$739	\$593	\$896	\$1329	
Sunday and Federally Recognized Holidays	\$869	\$697	\$1065	\$1564	
Total Elevator – Plainfield, IL					
M-F 7AM-5PM	\$195	\$195	No Bid	\$390	5%
Saturdays and M-F After 5PM	\$250	\$250	No Bid	\$500	
Sunday and Federally Recognized Holidays	\$300	\$300	No Bid	\$600	
Anderson Elevator – Broadview, IL					
M-F 7AM-5PM	\$298	\$269	\$298	\$567	10%
Saturdays and M-F After 5PM	\$443	\$413	\$413	No Bid	
Sunday and Federally Recognized Holidays	\$498	\$461	\$498	\$890	
Urban Elevator – Cicero, IL					
M-F 7AM-5PM	No Bid	No Bid	No Bid	No Bid	20%
Saturdays and M-F After 5PM	No Bid	No Bid	No Bid	No Bid	
Sunday and Federally Recognized Holidays	No Bid	No Bid	No Bid	No Bid	
Suburban Elevator – East Dundee, IL					
M-F 7AM-5PM	\$367.52	\$260.04	\$367.52	\$519.76	35%
Saturdays and M-F After 5PM	\$571.52	\$319.24	\$556.12	\$1005.97	
Sunday and Federally Recognized Holidays	\$727.23	\$456.28	\$727.23	\$1096.31	

Upon evaluation of the bids, it is apparent that Mid-American Elevator Company, Inc. is the low, responsive and responsible bidder.

RESPONSIBILITY OF BIDDERS OR OFFERORS: APPRENTICESHIP STATUS

All trades completing the scope of services are union contractors with active apprenticeship and training programs.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Finance, Budget and Audit Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

Elevator maintenance costs have been included in the 2024 Operating Budget.

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

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

ATTACHMENTS:

- Proposed Resolution 2024-2646; Award of Contract to Mid-American Elevator Company, Inc. for Elevator Maintenance Services.
- Statement of Political Contributions.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director and staff that the Board Proposed Resolution 2024-2646; Award of Contract to Mid-American Elevator Company, Inc. for Elevator Maintenance Services.

RESOLUTION 2024-2646

**AWARD OF CONTRACT TO MID-AMERICAN ELEVATOR COMPANY, INC. FOR
ELEVATOR MAINTENANCE SERVICES**

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

WHEREAS, the Authority has solicited sealed bids for an elevator maintenance services contract; and

WHEREAS, the Authority received and reviewed five (5) sealed bids on March 5, 2024; and

WHEREAS, it is apparent that Mid-American Elevator Company, Inc. is the low, responsive and responsible bidder; and

WHEREAS, the Board of Commissioners of the Authority deem it to be in the best interests of the Authority to enter into a Contract with Mid-American Elevator Company, Inc. to provide elevator maintenance services; and

NOW, THEREFORE, BE IT RESOLVED, that the Authority hereby approves the entering into of a written Contract with Mid-American Elevator Company, Inc. to provide elevator maintenance services at DuPage Airport Authority facilities during the term beginning April 1, 2024 and ending on April 1, 2025, subject to two (2) one (1) year extensions contingent upon the future appropriations of the Authority and at the sole discretion of the Authority for a year 1 cost of \$18,816, year 2 cost of \$19,584, and year 3 cost of \$20,352. For year 1 repair services outside the scope of the contract, the rates will be as follows: a weekday hourly rate of \$404 for mechanics, \$323 for helpers, \$495 for adjusters, and \$727 for team; an overtime hourly rate of \$687 for mechanics, \$549 for helpers, \$842 for adjusters, and \$1,235 for team; a Sunday and Federally recognized holiday rate of \$808 for mechanics, \$646 for helpers, \$990 for adjusters, and \$1,454 for team; and a 15% markup rate on parts and/or materials. For year 2 repair services outside the scope of the contract, the rates will be as follows: a weekday hourly rate of \$418 for mechanics, \$335 for helpers, \$512 for adjusters, and \$752 for team; an overtime hourly rate of \$711 for mechanics, \$570 for helpers, \$870 for adjusters, and \$1,278 for team; a Sunday and Federally recognized holiday rate of \$836 for mechanics, \$670 for helpers, \$1,024 for adjusters, and \$1,504 for team; and a 15% markup rate on parts and/or materials. For year 3 repair services outside the scope of the contract, the rates will be as follows: a weekday hourly rate of \$435 for mechanics, \$348 for helpers, \$532 for adjusters, and \$782 for team; an overtime hourly rate of \$739 for mechanics, \$593 for helpers, \$896 for adjusters, and \$1,329 for team; a Sunday and Federally recognized holiday rate of \$869 for mechanics, \$697 for helpers, \$1,065 for adjusters, and \$1,564 for team; and a 15% markup rate on parts and/or materials; and

FURTHER, 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 Mid-American Elevator Company, Inc. and to take whatever steps necessary to effectuate the terms of said Contract.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2646

**DUPAGE AIRPORT AUTHORITY
ELEVATOR MAINTENANCE CONTRACT
SOLICITATION NO. 2024-0213**

STATEMENT OF POLITICAL CONTRIBUTIONS

Mid-American Elevator Company, Inc.

(name of entity or individual)

175 Prairie Lake Rd, Unit A, East Dundee, IL 60118

(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 Code, 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
N/A	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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 Code 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 Code of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."

2/28/24
(date)



(signature)

Cullen Bailey, Vice-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 2024-2647; Authorizing the Procurement of One (1) Utility Truck with Plow from the State of Illinois Joint Purchasing Contract

DATE: March 14, 2024

SUMMARY:

The Airport Authority’s 2024 Capital Budget includes the procurement of one (1) 4x4 crew cab pickup truck with utility body, ladder rack and 8’ plow. The new truck will replace an existing truck that is more than 10 years old and beyond its effective service life. The truck’s primary function is for servicing facilities on the airport and golf course.

The Authority’s Procurement Code and the Illinois Governmental Joint Purchasing Act allows for the utilization of the State of Illinois Joint Purchasing Program, in which goods and services have been formally competed by the State of Illinois.

The State of Illinois has an active joint purchasing contract with Landmark Ford, Inc. for a truck that conforms to the requirements of the Authority.

Staff recommends the purchase of one (1) 2024 Ford F-250 4x4 utility body truck with plow and ladder rack for a total cost of \$70,312 F.O.B. DuPage Airport.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Finance, Budget and Audit Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

2024 Capital Budget	\$80,000
One (1) 2024 Ford F-250 4x4 Utility Body Truck with 8’ plow and ladder rack F.O.B. DuPage Airport	(\$70,312)
	\$9,688

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

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

ATTACHMENTS:

- Proposed Resolution 2024-2647; Authorizing the Procurement of One (1) Utility Truck with Plow from the State of Illinois Joint Purchasing Contract.

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 2024-2647; Authorizing the Procurement of One (1) Utility Truck with Plow from the State of Illinois Joint Purchasing Contract.



RESOLUTION 2024-2647

**AUTHORIZING THE PROCUREMENT OF ONE (1) UTILITY TRUCK WITH PLOW
FROM THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT**

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

WHEREAS, the Authority’s Procurement Code and the Illinois Governmental Joint Purchasing Act (30 ILCS 525/) allow for the utilization of the State of Illinois Joint Purchasing Program, in which goods and services have been formally competitively bid by the State of Illinois; and

WHEREAS, the State of Illinois has contracted with Landmark Ford, Inc. for a utility truck with plow that conforms with the requirements of the Authority; and

WHEREAS, the Authority has budgeted for one (1) utility truck with plow in 2024; and

WHEREAS, the Board of Commissioners of the Authority deem it to be in the best interests of the Authority to enter into a Purchase Order Contract with Landmark Ford, Inc. for the procurement of one (1) 2024 Ford F-250 4x4 utility body truck with plow for a total cost of \$70,312 F.O.B. DuPage Airport; 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 said Purchase Order Contract with Landmark Ford, Inc. for the procurement of one (1) 2024 Ford F-250 4x4 utility body truck with plow for a total cost of \$70,312 F.O.B. DuPage Airport and to take whatever steps necessary to effectuate the terms of said Purchase Order.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2647



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2024-2648; Authorizing the Procurement of One (1) Utility Truck with Articulating Aerial Lift from the Sourcewell Joint Purchasing Contract

DATE: March 14, 2024

SUMMARY:

The Airport Authority’s 2024 Capital Budget includes the procurement of one (1) utility truck with articulating aerial lift. The primary function of the new truck is intended for street lighting replacement and hangar door maintenance.

The Authority’s Procurement Code and the Illinois Governmental Joint Purchasing Act allows for the utilization of contracts awarded through a joint purchasing alliance of which the Authority is a member, and goods or services have been formerly competitively bid by the joint purchasing alliance.

Sourcewell, a joint purchasing alliance of which the Authority is a member, has an active joint purchasing contract with the Time Manufacturing Company (Versalift) for a utility truck with articulating aerial lift that conforms to the requirements of the Authority.

Staff recommends the purchase of one (1) 2024 Ford F550 4x2 with Versalift SST-40-EIH Aerial Platform Lift for a total cost of \$168,423 F.O.B. DuPage Airport.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Finance, Budget and Audit Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

2024 Capital Budget	\$175,000
One (1) 2024 Ford F550 4x2 with Versalift SST-40-EIH Aerial Platform Lift F.O.B. DuPage Airport	(\$168,423)
	\$6,577

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

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

ATTACHMENTS:

- Proposed Resolution 2024-2648; Authorizing the Procurement of One (1) Utility Truck with Articulating Aerial Lift from the Sourcewell Joint Purchasing Contract.

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 2024-2648; Authorizing the Procurement of One (1) Utility Truck with Articulating Aerial Lift from the Sourcewell Joint Purchasing Contract.



RESOLUTION 2024-2648

**AUTHORIZING THE PROCUREMENT OF ONE (1) UTILITY TRUCK WITH
ARTICULATING AERIAL LIFT FROM THE SOURCEWELL JOINT PURCHASING
CONTRACT**

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

WHEREAS, the Authority’s Procurement Code and the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1 *et seq.*) allows for the utilization of contracts awarded through a joint purchasing alliance of which the Authority is a member and goods or services have been formerly competitively bid by the joint purchasing alliance; and

WHEREAS, Sourcewell, a joint purchasing alliance of which the Authority is a member, has contracted with Time Manufacturing Company for a utility truck with articulating aerial lift that conforms with the requirements of the Authority; and

WHEREAS, the Authority has budgeted for one (1) utility truck with articulating aerial lift in 2024; and

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to enter into a Purchase Order Contract with Time Manufacturing Company for the procurement of one (1) 2024 Ford F550 4x2 with Versalift SST-40-EIH Aerial Platform Lift for a total cost of \$168,423 F.O.B. DuPage Airport; 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 said Purchase Order Contract with Time Manufacturing Company for the procurement of one (1) 2024 Ford F550 4x2 with Versalift SST-40-EIH Aerial Platform Lift for a total cost of \$168,423 F.O.B. DuPage Airport and to take whatever steps necessary to effectuate the terms of said Purchase Order.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2648



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2024-2649; Authorizing the Procurement of One (1) Tractor and Triple Flail Mower from the Sourcewell Joint Purchasing Contract

DATE: March 14, 2024

SUMMARY:

The Airport Authority’s 2024 Capital Budget includes the procurement of one (1) tractor and triple flail mower. The new tractor and triple flail mower will replace a unit that is more than 17 years old and beyond its effective service life. The unit’s primary function is for mowing airfield areas.

The Authority’s Procurement Code and the Illinois Governmental Joint Purchasing Act allows for the utilization of contracts awarded through a joint purchasing alliance of which the Authority is a member, and goods or services have been formerly competitively bid by the joint purchasing alliance.

Sourcewell, a joint purchasing alliance of which the Authority is a member, has an active joint purchasing contract with Tiger Corporation for a tractor and triple flail mower that conforms to the requirements of the Authority.

Staff recommends the purchase of one (1) 2025 John Deere 6105E Tractor with Tiger Mowers Triple Flail Mowing System for a total cost of \$182,966 F.O.B. DuPage Airport.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Finance, Budget and Audit Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

2024 Capital Budget	\$183,000
One (1) 2025 John Deere 6105E Tractor with Tiger Mower Triple Flail Mowing System F.O.B. DuPage Airport	(\$182,966)
	\$34

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

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

ATTACHMENTS:

- Proposed Resolution 2024-2649; Authorizing the Procurement of One (1) Tractor and Triple Flail Mower from the Sourcewell Joint Purchasing Contract.

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 2024-2649; Authorizing the Procurement of One (1) Tractor and Triple Flail Mower from the Sourcewell Joint Purchasing Contract.



RESOLUTION 2024-2649

**AUTHORIZING THE PROCUREMENT OF ONE (1) TRACTOR AND TRIPLE FLAIL
MOWER FROM THE SOURCEWELL JOINT PURCHASING CONTRACT**

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

WHEREAS, the Authority’s Procurement Code and the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1 *et seq.*) allows for the utilization of contracts awarded through a joint purchasing alliance of which the Authority is a member and goods or services have been formerly competitively bid by the joint purchasing alliance; and

WHEREAS, Sourcewell, a joint purchasing alliance of which the Authority is a member, has contracted with Tiger Corporation for a tractor and triple flail mower that conforms with the requirements of the Authority; and

WHEREAS, the Authority has budgeted for one (1) tractor and triple flail mower in 2024; and

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to enter into a Purchase Order Contract with Tiger Corporation for the procurement of one (1) 2025 John Deere 6105E Tractor with Tiger Mowers Triple Flail Mowing System for a total cost of \$182,966 F.O.B. DuPage Airport; 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 said Purchase Order Contract with Tiger Corporation for the procurement of one (1) 2025 John Deere 6105E Tractor with Tiger Mowers Triple Flail Mowing System for a total cost of \$182,966 F.O.B. DuPage Airport and to take whatever steps necessary to effectuate the terms of said Purchase Order.

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

Karyn M. Charvat	_____	Gina R. LaMantia	_____
Juan E. Chavez	_____	Michael V. Ledonne	_____
Joshua S. Davis	_____	Noreen M. Ligino-Kubinski	_____
Anthony M. Giunti Jr.	_____	Donald E. Puchalski	_____
Bryan M. Hacker	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2649

TO: Board of Commissioners
FROM: Dan Barna
Operations and Capital Program Manager
THROUGH: Mark Doles
Executive Director
RE: Proposed Resolution 2024-2650; Award of Contract to Omni-Pump Repairs, Inc.
for Stormwater Lift Station Vertical Turbine Pump Refurbishment
DATE: March 14, 2024



SUMMARY:

The Airport Authority's 2024 Capital Budget includes a project to repair and refurbish an existing stormwater lift station vertical turbine pump, motor, spool and shaft at the DuPage Flight Center. Pump #1, of three (3) existing lift station pumps, is currently inoperable and unable to pump water into the drainage system.



A solicitation for sealed bids was advertised in the February 13, 2024 edition of the *Daily Herald Newspaper*. Two (2) sealed bids were received and opened at 3:00 p.m. on March 5, 2024. Bid results are as follows:

Bidder	Total Construction Cost
Omni-Pump Repairs, Inc. Franklin Park, IL	\$52,000
The Progress Group, Inc. Scherverville, IN	\$69,251

Upon evaluation of the bids, it is apparent that Omni-Pump Repairs, Inc. is the low, responsive and responsible bidder. Staff conducted a bid review with Omni-Pump Repairs and confirmed full compliance with project specifications. Omni-Pump Repairs, Inc. has completed similar quality projects in the past for the Authority.

RESPONSIBILITY OF BIDDERS OR OFFERORS: APPRENTICESHIP STATUS

All trades completing the scope of work are union subcontractors with active apprenticeship and training programs.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Capital Development, Leasing and Customer Fees Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

2024 Capital Budget	\$32,500
2024 Capital Contingency	\$24,700
Omni-Pump Repairs, Inc. Construction Cost	(\$52,000)
Owner’s Contingency (10%)	(\$5,200)

\$0

This resolution requests a total not-to-exceed amount of \$57,200, which includes a 10% owner’s contingency, for award to Omni-Pump Repairs, Inc.

STAKEHOLDER PROCESS:

None.

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 2024-2650; Award of Contract to Omni-Pump Repairs, Inc. for Stormwater Lift Station Vertical Turbine Pump Refurbishment.
- 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 2024-2650; Award of Contract to Omni-Pump Repairs, Inc. for Stormwater Lift Station Vertical Turbine Pump Refurbishment.

RESOLUTION 2024-2650

AWARD OF CONTRACT TO OMNI-PUMP REPAIRS, INC. FOR STORMWATER LIFT STATION VERTICAL TURBINE PUMP REFURBISHMENT

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 refurbishment of the existing stormwater lift station vertical turbine pump, motor, spool and shaft at the DuPage Flight Center (the “Project”); and

WHEREAS, the Authority received and reviewed two (2) sealed bids for the Project on March 5, 2024; and

WHEREAS, it is apparent that Omni-Pump Repairs, Inc. is the low, responsive and responsible bidder for a total cost of \$52,000; 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 Omni-Pump Repairs, Inc. for completion of the Project at a total cost not-to-exceed \$57,200, which includes a 10% owner’s contingency; 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 said Contract with Omni-Pump Repairs, Inc. for completion of the Project at a total cost not-to-exceed \$57,200 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.

Karyn M. Charvat	_____	Gina R. LaMantia	_____
Juan E. Chavez	_____	Michael V. Ledonne	_____
Joshua S. Davis	_____	Noreen M. Ligino-Kubinski	_____
Anthony M. Giunti Jr.	_____	Donald E. Puchalski	_____
Bryan M. Hacker	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2650

**DUPAGE AIRPORT AUTHORITY
LIFT STATION PUMP
SOLICITATION NO. 2024-0212**

STATEMENT OF POLITICAL CONTRIBUTIONS

OMNI - Rmp Repairs, Inc
(name of entity or individual)

9224 Chestnut Ave
Franklin Park, IL 60131
(address of entity or individual)

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

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

NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual capacity, you must include contribution(s) made by your spouse and dependant children. See pages 11-13 of the Procurement Code 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 Code of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."

3/4/24
(date)


(signature)

Rel. Morada GM
(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 2024-2651; Award of Contract to Artlow Systems, Inc. for Aircraft Hangar Epoxy Floor Coating

DATE: March 14, 2024



SUMMARY:

The Airport Authority’s 2024 Capital Budget includes a project to install a new epoxy floor coating in the 4-bay 98 Jet Hangar located at 2750 Aviation Drive. The scope of work includes: removal of the existing floor coating, floor preparation, joint and crack sealing, and the installation of a multi-layer coating system. This project was scheduled for completion in 2023 but was deferred due to unsuitable floor slab moisture conditions which required rebidding with a revised scope of work and materials required.

Staff utilized the services of Wight & Company to prepare plans and specifications for this project. A solicitation for sealed bids was advertised in the February 13, 2024 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was held at 1:00 p.m. on February 23, 2024. Three (3) sealed bids were received and opened at 2:30 p.m. on March 5, 2024. Bid results are as follows:

Bidder	Total Construction Cost
*Bee Liner Lean Services Bridgeview, IL	\$98,620
Artlow Systems, Inc. Carol Stream, IL	\$166,433.61
BP & T Construction Mount Prospect, IL	\$187,000

*Does not meet the DuPage Airport Authority Procurement Code Section 6-26 Responsibility of Bidders or Offerors requirements.

Upon evaluation of the bids, it is apparent that Artlow Systems, Inc. is the low, responsive and responsible bidder. Wight & Company and staff conducted a bid review with Artlow Systems and confirmed full compliance with project specifications. Artlow Systems has completed similar quality projects in the past for the Authority.

RESPONSIBILITY OF BIDDERS OR OFFERORS: APPRENTICESHIP STATUS

All trades completing the scope of work are union contractors with active apprenticeship and training programs.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Capital Development, Leasing and Customer Fees Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

2024 Capital Budget	\$124,980
2024 Capital Contingency	\$58,096.97
Arlow Systems Construction Cost	(\$166,433.61)
Owner’s Contingency (10%)	(\$16,643.36)
	\$0

This resolution requests a total not-to-exceed amount of \$183,076.97, which includes a 10% owner’s contingency, for award to Artlow Systems, Inc.

STAKEHOLDER PROCESS:

None.

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 2024-2651; Award of Contract to Artlow Systems, Inc. for Aircraft Hangar Epoxy Floor Coating
- 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 2024-2651; Award of Contract to Artlow Systems, Inc. for Aircraft Hangar Epoxy Floor Coating.

RESOLUTION 2024-2651

**AWARD OF CONTRACT TO ARTLOW SYSTEMS, INC. FOR AIRCRAFT HANGAR
EPOXY FLOOR INSTALLATION**

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 installation of epoxy flooring at the 98 Jet Hangar (the “Project”); and

WHEREAS, the Authority received and reviewed three (3) sealed bids for the Project on March 5, 2024; and

WHEREAS, it is apparent that Artlow Systems, Inc. is the low, responsive and responsible bidder for a total cost of \$166,433.61; 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 Artlow Systems, Inc. for completion of the Project at a total cost not-to-exceed \$183,076.97, which includes a 10% owner’s contingency; 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 said Contract with Artlow Systems, Inc. for completion of the Project at a total cost not-to-exceed \$183,076.97 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.

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2651

**DUPAGE AIRPORT AUTHORITY
AIRCRAFT HANGAR EPOXY FLOOR COATING
SOLICITATION NO. 2024-0214**

STATEMENT OF POLITICAL CONTRIBUTIONS

Artlow Systems, Inc.

 (name of entity or individual)

170 S. Gary Avenue

 Carol Stream, IL 60188

 (address of entity or individual)

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

Elected Official	Office	Date	Amount	Form
NONE	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual capacity, you must include contribution(s) made by your spouse and dependant children. See pages 11-13 of the Procurement Code 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 Code of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."

3/4/2024

 (date)

2, [Signature]

 (signature)

Executive Vice President

 (title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

FROM: Mark Doles
Executive Director

RE: Proposed Resolution 2024-2652; Authorizing the Execution of a Design-Build Contract with Wight & Company South High Tail Hangar Bay 1 and DuPage Airport Maintenance Building Flooring and Painting Renovations

DATE: March 14, 2024

SUMMARY:

The Airport Authority’s 2024 Capital Budget includes projects to renovate tenant offices located at South High Tail Hangar Bay 1 and new flooring in the DuPage Airport Maintenance Building.

The hangar offices renovation project is required under a new 7-year lease with an existing major corporate tenant that was approved in November 2023. These renovations include new carpet tile, vinyl flooring and wall base; in addition to painting. The project for the DuPage Airport Maintenance Building includes new vinyl composite tile flooring in the offices and lunchroom.

The Authority previously selected the firm of Wight & Company (“Wight”) to provide architectural and design-build services under a retainer agreement for completion of this type of project. Staff is in receipt of a Guaranteed Maximum Price (“GMP”) from Wight in the amount of \$164,578, which includes a 15% design-builder contingency. Upon completion of the project, any cost savings are credited to the Authority at 100%.

RESPONSIBILITY OF BIDDERS OR OFFERORS: APPRENTICESHIP STATUS

All trades hired by Wight & Company to complete the scope of work are union contractors with active apprenticeship and training programs.

PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Capital Development, Leasing and Customer Fees Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

2024 Capital Budget	\$160,000
2024 Capital Contingency	\$10,478
Wight GMP Design-Build Contract Including 15% Design-Builder Contingency	(\$164,578)
Owner's Contingency	(\$5,900)
	\$0

This item requests approval of a Design-Build Contract with Wight for a total cost not-to-exceed \$170,478 which includes a \$5,900 owner's contingency.

STAKEHOLDER PROCESS:

Not applicable

LEGAL REVIEW:

Legal counsel has previously reviewed and revised the AIA contract A141-2014 Standard Form of Agreement between Owner and Design-Builder including exhibits that will be the basis for this contract.

ATTACHMENTS:

- Proposed Resolution 2024-2652; Authorizing the Execution of a Design-Build Contract with Wight & Company South High Tail Hangar Bay 1 and DuPage Airport Maintenance Building Flooring and Painting Renovations.

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 2024-2652; Authorizing the Execution of a Design-Build Contract with Wight & Company South High Tail Hangar Bay 1 and DuPage Airport Maintenance Building Flooring and Painting Renovations.

RESOLUTION 2024-2652

AUTHORIZING THE EXECUTION OF A DESIGN-BUILD CONTRACT WITH WIGHT & COMPANY FOR SOUTH HIGH TAIL HANGAR BAY 1 AND DUPAGE AIRPORT MAINTENANCE BUILDING FLOORING AND PAINTING RENOVATIONS

WHEREAS, the DuPage Airport Authority, an Illinois Special District (“Authority”), previously selected Wight & Company (“Wight”) to provide architectural and design-build services pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.; and

WHEREAS, the Authority expects to pursue the accomplishment of a project described as: South High Tail Hangar Bay 1 and DuPage Airport Maintenance Building Flooring and Painting Renovations (the “Project”); and

WHEREAS, the Authority desires to utilize the services of Wight for design-build services required to accomplish the Project for a total cost not-to-exceed \$164,578; 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 Design-Build Contract with Wight for completion of the Project at a total cost not-to-exceed \$170,478, which includes a \$5,900 owner’s contingency and 100% of any savings to be credited to the Authority; 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 said Design-Build Contract with Wight for completion of the Project at a total cost not-to-exceed \$170,478 and to take whatever steps necessary to effectuate the terms of said Design-Build Contract.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2652

TO: Board of Commissioners
FROM: Dan Barna
Operations and Capital Program Manager
THROUGH: Mark Doles
Executive Director
RE: Proposed Resolution 2024-2653; Authorizing the Execution of Design and Construction Phase Task Order No. 11 with Crawford, Murphy & Tilly, Inc. for the Project: Apron Drainage Improvements at the 3N060 Powis Road Hangar
DATE: March 14, 2024



SUMMARY:

The Airport Authority’s 2024 Capital Budget includes a project to correct apron drainage issues on the north side of the 3N060 Powis Hangar. Currently, the apron pavement near the hangar door does not drain properly away from the hangar floor and causes flooding to occur inside of the hangar.

To accomplish this project, staff has solicited design and construction phase engineering services from Crawford, Murphy & Tilly, Inc. (“CMT”) to develop a pavement jointing plan, drainage plan and related specifications to be utilized for bidding. In addition, CMT will assist the Authority in bidder qualification, submittal review, and part-time quality control observation during construction. Staff is in receipt of Design and Construction Phase Task Order No. 11 from CMT for a total not-to-exceed amount of \$75,500.



PREVIOUS COMMITTEE/BOARD ACTION:

March 20, 2024 Capital Development Committee – this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

2024 Capital Budget Apron Drainage Improvements at the 3N060 Powis Road Hangar	\$415,000
CMT Design and Construction Phase Task Order No. 11 Not-to-Exceed Amount	(\$75,500)
	\$339,500

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

Legal counsel has previously drafted the standard form task order being utilized for this project.

ATTACHMENTS:

- Proposed Resolution 2024-2653; Authorizing the Execution of Design and Construction Phase Task Order No. 11 with Crawford, Murphy & Tilly, Inc. for the Project: Apron Drainage Improvements at the 3N060 Powis Road Hangar.

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 2024-2653; Authorizing the Execution of Design and Construction Phase Task Order No. 11 with Crawford, Murphy & Tilly, Inc. for the Project: Apron Drainage Improvements at the 3N060 Powis Road Hangar.

RESOLUTION 2024-2653

**AUTHORIZING THE EXECUTION OF DESIGN AND CONSTRUCTION PHASE TASK
ORDER NO. 11 WITH CRAWFORD, MURPHY & TILLY, INC. FOR THE PROJECT:
APRON DRAINAGE IMPROVEMENTS AT 3N060 POWIS ROAD HANGAR**

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

WHEREAS, the Authority expects to pursue the accomplishment of a project described as Apron Drainage Improvements at 3N060 Powis Road Hangar (the "Project"); and

WHEREAS, the Authority has previously entered into a Contract with Crawford, Murphy & Tilly, Inc. for work at the DuPage Airport and is in receipt of Task Order No. 11 from Crawford, Murphy & Tilly, Inc. for design and construction phase services on the Project for a total not-to-exceed amount of \$75,500; and

WHEREAS, the Board of Commissioners of the Authority finds that the cost to provide said services is reasonable and deems it to be in the best interest of the Authority to enter into Task Order No. 11 with Crawford, Murphy & Tilly, Inc. for such design and construction phase services; 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 Task Order No. 11 with Crawford, Murphy & Tilly, Inc. for a total not-to-exceed amount of \$75,500 and to take whatever steps necessary to effectuate the terms of said Task Order on behalf of the Authority.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2653



TO: Board of Commissioners

FROM: Mark Doles
Executive Director

RE: Authorization of Proposed Resolution 2024-2654, Authorizing the Execution of a Third Amendment to an Intergovernmental Agreement with the West Chicago Fire Protection District

DATE: March 14, 2024

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 \$15,000 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.

In May 2020, a 2nd Amendment to the IGA was adopted extending the term of the IGA through May 31, 2024, updated the costs to the DAA based upon the WCFPD’s labor contract and updated the exhibit of firefighting equipment.

This is a request for authorization to enter into a Third Amendment to the IGA changing the term to commence June 1, 2024 through May 31, 2028, with estimated costs based upon a collective bargaining agreement to be negotiated by the WCFPD for the period June 1, 2025 through May 31, 2028. WCFPD’s current labor agreement expires May 31, 2025.

PREVIOUS COMMITTEE/BOARD ACTION:

- March 20, 2024 This item will be reviewed by the Capital Committee
- May 20, 2020 Board adopts Resolution 2020-2348, Authorizing the Execution of a Second Amendment to IGA with the WCFPD
- 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.-Dec. 2024) will be \$515,939 under this proposed 3rd Amendment and the current labor agreement.

The proposed monthly rate of \$43,547 commencing June 1st is an increase of 3.14%.

The costs associated with this Third Amendment are included in the DAA FY’24 operating budget and will be included in future budgets by staff.

This IGA provides for estimated labor costs to the DAA through May 31, 2028. This IGA includes estimated labor costs beyond May 31, 2025 due to WCFPD’s collective bargaining agreement expiring on that date. A summary of the IGA’s costs through 5/31/2025 and estimated costs through 5/31/2028 are as follows:

Current IGA 6/1/23 – 5/31/24	Proposed 3rd Amendment 6/1/24 – 5-31/25	Estimated 6/1/25 – 5/31/26	Estimated 6/1/26 – 5/31/27	Estimated 6/1/27 – 5/31/28
\$506,664	\$522,564	\$541,080	\$560,388	\$580,536
	+3.14%	+3.54%	+3.57%	+3.60%

This IGA, along with the previous IGA’s, allows for a review of the new labor costs that would be in place effective June 1, 2025. The DAA can either agree to the new costs resulting from the new labor contract or the DAA has the right to terminate the IGA within 90-days of being provided said costs.

These costs are currently fully funded by \$250,000 from the tax levy and annual fuel tax refund proceeds from the State of Illinois.

STAKEHOLDER PROCESS:

Not applicable.

LEGAL REVIEW:

Authority Legal Counsel drafted the proposed 3rd Amendment to the IGA.

ATTACHMENTS:

- Proposed Resolution 2024-2654, Authorizing the Execution of a Third Amendment to an Intergovernmental Agreement with the West Chicago Fire Protection District
- Proposed Third Amendment with the WCFPD
- Airport Staffing Cost Data provided by 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 2024-2654, Authorizing the Execution of a Third Amendment to an Intergovernmental Agreement with the West Chicago Fire Protection District.

RESOLUTION 2024-2654

AUTHORIZING EXECUTION OF A THIRD 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 (the "IGA") 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 IGA whereby the Airport Authority leased additional space to the WCFPD for training; and

WHEREAS, on May 20, 2020, the Airport Authority and WCFPD entered into a Second Amendment to the IGA 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 and extending the term of the IGA to May 31, 2024; and

WHEREAS, the Airport Authority and WCFPD desire to execute a Third Amendment to the IGA for the license of the firefighting equipment, the lease of the Fire Station and training center, extending the term of the IGA to May 31, 2028 and amending the compensation for the staffing of the Fire Station to the following monthly amounts:

June 1, 2024 thru May 31, 2025	\$43,547	
June 1, 2025 thru May 31, 2026	\$45,090	estimated
June 1, 2026 thru May 31, 2027	\$46,699	estimated
June 1, 2027 thru May 31, 2028	\$48,378;	estimated; and

WHEREAS, the Airport Authority believes it is in the best interests of the Airport Authority to enter into the Third Amendment to the IGA; 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 Third Amendment to the Intergovernmental Agreement attached hereto as Exhibit A, and take whatever steps necessary to effectuate the terms of said Third Amendment.

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

Karyn M. Charvat	_____	Gina R. LaMantia	_____
Juan E. Chavez	_____	Michael V. Ledonne	_____
Joshua S. Davis	_____	Noreen M. Ligino-Kubinski	_____
Anthony M. Giunti Jr.	_____	Donald E. Puchalski	_____
Bryan M. Hacker	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2654

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

This Third Amendment to the Intergovernmental Agreement by and between the DuPage Airport Authority and the West Chicago Fire Protection District is made and entered into as of _____, 2024, by and between the DuPage Airport Authority, an Illinois airport authority (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 Third 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, the Parties have previously entered into the Second Amendment to Intergovernmental Agreement dated May 28, 2020 (the “Second Amendment”); and

WHEREAS, pursuant to the terms of the IGA and the First and Second Amendments, the IGA will terminate on May 31, 2024 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 Third Amendment to the IGA.

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 Third 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, the First Amendment and the Second Amendment.

3. **AMENDMENT TO IGA**. Effective as of _____, 2024, 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 June 1, 2024 through and including May 31, 2028, 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. COMPENSATION. Paragraph 34 B is hereby amended by deleting the terms therein and replacing them with the following:

“It is the expectation and intent of both Parties to fulfill this Agreement through the term of the Agreement. The Parties understand, however, that the current labor contract for the District expires on May 31, 2025. Upon renewal of the District's labor contract, the District will promptly notify the Airport in writing as to the new labor cost for the remainder of the Term of this Agreement. If the new labor costs represent an increase from the previous year, the Airport will have ninety (90) days after said notice to terminate this Agreement. If the Airport does not terminate this Agreement within the ninety (90) day period, this Agreement will remain in full force and effect for the remainder of the Term with the new labor costs as stated in the District’s notice.”

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, the Second Amendment and as set forth herein and in all other respects remains in full force and effect.

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

6. **MODIFICATION.** This Third 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 Third Amendment shall be determined in accordance with the laws of the State of Illinois.

8. **COUNTERPARTS.** This Third 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 Third Amendment comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Third 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 Third Amendment shall be construed as if such provision was not contained therein.

10. **CONSTRUCTION.** The headings of this Third 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 and/or Second Amendment and the terms and conditions of this Third Amendment, the terms and conditions of this Third Amendment shall prevail.

11. **NO THIRD PARTY BENEFICIARIES.** This Third 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 Third 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 Third 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 Third

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 Third Amendment as of the date first above written.

DuPAGE AIRPORT AUTHORITY
an Illinois airport authority

WEST CHICAGO FIRE PROTECTION DISTRICT, an Illinois fire protection district

Executive Director

President, Board of Trustees

ATTEST:

ATTEST:

Secretary, Board of Trustees

EXHIBIT 3

MONTHLY COSTS FOR STAFFING

June 1, 2024 thru May 31, 2025	\$43,547	end of Collective Bargaining Agreement
June 1, 2025 thru May 31, 2026	\$45,090	estimated
June 1, 2026 thru May 31, 2027	\$46,699	estimated
June 1, 2027 thru May 31, 2028	\$48,378	estimated

2024 Airport Staffing
DuPage Airport Authority
West Chicago Fire Protection District



**2024 Airport Staffing
DuPage Airport Authority
West Chicago Fire Protection District**

June 1, 2023 to May 31, 2024			June 1, 2024 to May 31, 2025			June 1, 2025 to May 31, 2026			June 1, 2026 to May 31, 2027			June 1, 2027 to May 31, 2028		
Rank	Annual Total	Monthly	Rank	Annual Total	Monthly	Rank	Annual Total	Monthly	Rank	Annual Total	Monthly	Rank	Annual Total	Monthly
FF/PM	\$168,886	\$14,074	FF/PM	\$174,187	\$14,516	FF/PM	\$180,359	\$15,030	FF/PM	\$186,796	\$15,566	FF/PM	\$193,512	\$16,126
FF/PM	\$168,886	\$14,074	FF/PM	\$174,187	\$14,516	FF/PM	\$180,359	\$15,030	FF/PM	\$186,796	\$15,566	FF/PM	\$193,512	\$16,126
FF/PM	\$168,886	\$14,074	FF/PM	\$174,187	\$14,516	FF/PM	\$180,359	\$15,030	FF/PM	\$186,796	\$15,566	FF/PM	\$193,512	\$16,126
Total	\$506,659	\$42,222	Total	\$522,560	\$43,547	Total	\$541,076	\$45,090	Total	\$560,387	\$46,699	Total	\$580,535	\$48,378

**2024 Airport Staffing
Dupage Airport
West Chicago Fire Protection District**

June 1, 2023 to May 31, 2024											
Rank	FY24 Salary Base (Includes Cert and Long)	Hospitalization (Plus 7.5%)	Life Insurance	Pension	Uniform & Turnout Gear	Holiday Pay	Replacement OT	Total Annual Compensation	Taxes	Annual Total	Monthly
FF/PM	\$105,377.12	\$21,753.99	\$150.00	\$18,712.89	\$700.00	\$1,553.66	\$ 18,225	\$166,472.40	\$2,413.85	\$168,886.25	\$14,074
FF/PM	\$105,377.12	\$21,753.99	\$150.00	\$18,712.89	\$700.00	\$1,553.66	\$ 18,225	\$166,472.40	\$2,413.85	\$168,886.25	\$14,074
FF/PM	\$105,377.12	\$21,753.99	\$150.00	\$18,712.89	\$700.00	\$1,553.66	\$ 18,225	\$166,472.40	\$2,413.85	\$168,886.25	\$14,074
								\$499,417.19		\$506,658.74	\$42,222
June 1, 2024 to May 31, 2025											
Rank	FY24 Salary Base (Includes Cert and Long)	Hospitalization (Plus 7.5%)	Life Insurance	Pension	Uniform & Turnout Gear	Holiday Pay	Replacement OT	Total Annual Compensation	Taxes	Annual Total	Monthly
FF/PM	\$108,009.00	\$23,385.54	\$150.00	\$19,180.26	\$700.00	\$1,592.47	\$ 18,680	\$171,697.18	\$2,489.61	\$174,186.79	\$14,516
FF/PM	\$108,009.00	\$23,385.54	\$150.00	\$19,180.26	\$700.00	\$1,592.47	\$ 18,680	\$171,697.18	\$2,489.61	\$174,186.79	\$14,516
FF/PM	\$108,009.00	\$23,385.54	\$150.00	\$19,180.26	\$700.00	\$1,592.47	\$ 18,680	\$171,697.18	\$2,489.61	\$174,186.79	\$14,516
								\$515,091.53		\$522,560.36	\$43,547
June 1, 2025 to May 31, 2026											
Rank	FY25 Salary Base (Includes Cert and Long)	Hospitalization (Plus 7.5%)	Life Insurance	Pension	Uniform & Turnout Gear	Holiday Pay	Replacement OT	Total Annual Compensation	Taxes	Annual Total	Monthly
FF/PM	\$111,180.27	\$25,139.45	\$150.00	\$19,743.41	\$700.00	\$1,639.22	\$ 19,228	\$177,780.74	\$2,577.82	\$180,358.56	\$15,030
FF/PM	\$111,180.27	\$25,139.45	\$150.00	\$19,743.41	\$700.00	\$1,639.22	\$ 19,228	\$177,780.74	\$2,577.82	\$180,358.56	\$15,030
FF/PM	\$111,180.27	\$25,139.45	\$150.00	\$19,743.41	\$700.00	\$1,639.22	\$ 19,228	\$177,780.74	\$2,577.82	\$180,358.56	\$15,030
								\$533,342.21		\$541,075.67	\$45,090
June 1, 2026 to May 31, 2027											
Rank	FY26 Salary Base (Includes Cert and Long)	Hospitalization (Plus 7.5%)	Life Insurance	Pension	Uniform & Turnout Gear	Holiday Pay	Replacement OT	Total Annual Compensation	Taxes	Annual Total	Monthly
FF/PM	\$114,446.68	\$27,024.91	\$150.00	\$20,323.46	\$700.00	\$1,687.38	\$ 19,793	\$184,125.73	\$2,669.82	\$186,795.55	\$15,566
FF/PM	\$114,446.68	\$27,024.91	\$150.00	\$20,323.46	\$700.00	\$1,687.38	\$ 19,793	\$184,125.73	\$2,669.82	\$186,795.55	\$15,566
FF/PM	\$114,446.68	\$27,024.91	\$150.00	\$20,323.46	\$700.00	\$1,687.38	\$ 19,793	\$184,125.73	\$2,669.82	\$186,795.55	\$15,566
								\$552,377.19		\$560,386.66	\$46,699
June 1, 2027 to May 31, 2028											
Rank	FY24 Salary Base (Includes Cert and Long)	Hospitalization (Plus 7.5%)	Life Insurance	Pension	Uniform & Turnout Gear	Holiday Pay	Replacement OT	Total Annual Compensation	Taxes	Annual Total	Monthly
FF/PM	\$117,811.08	\$29,051.78	\$150.00	\$20,920.91	\$700.00	\$1,736.99	\$ 20,375	\$190,745.92	\$2,765.82	\$193,511.74	\$16,126
FF/PM	\$117,811.08	\$29,051.78	\$150.00	\$20,920.91	\$700.00	\$1,736.99	\$ 20,375	\$190,745.92	\$2,765.82	\$193,511.74	\$16,126
FF/PM	\$117,811.08	\$29,051.78	\$150.00	\$20,920.91	\$700.00	\$1,736.99	\$ 20,375	\$190,745.92	\$2,765.82	\$193,511.74	\$16,126
								\$572,237.76		\$580,535.21	\$48,378

Salary is based on experienced firefighter salary at contracted rates for FY25. Estimated base salaries were increased 3% for calendar 2025 and 2026, FY25 per CBA

Replacement Overtime is average rate of ARFF firefighter to backfill for airport personnel for vacation, kelly and sick days.

Medicare is 1.45% of the salary.

Pension is 17.5% of salary.

Hospitalization is based on the member having family coverage.

Holiday Pay is based on the contract requirement of 40 hours of straight time.

Longevity is based on B.U. Contract years of service.

Turn-out gear is based on the cost of turnout gear amortized over five years.

Uniforms is the actual amount allotted to each member per B.U. Contract.

MEMORANDUM

TO: DuPage Airport Authority Board of Commissioners

FROM: Phillip A. Luetkehans
Brian J. Armstrong

SUBJECT: ComEd Utility Easement

DATE: March 8, 2024

Commonwealth Edison Company (“ComEd”) has requested an easement to install facilities (duct bank and manholes) along the west side of Kress Road to accommodate new facilities for a property owner in the DuPage Business Center. Staff recently conducted a site visit that included CMT, ComEd engineers and their surveyor, and a representative from DuPage County regarding the project to more carefully examine the site and the project.

Based on the site visit and discussion during the visit, it appears ComEd and the County are agreeable to exploring the feasibility of placing the duct bank in the right of way for Kress Road rather than on DAA property. However, even if the duct bank can be installed in the right of way, ComEd will need an easement on portions of DAA property to accommodate the manholes. Because of the proximity of the proposed manholes to the existing security fence and wildlife skirt surrounding the airport, installation of the manholes may require temporarily disturbing the security fence and/or the wildlife skirt. This may require additional security or other steps by DAA to maintain security of the airfield during periods of fence removal or disturbance. Staff has communicated these issues to ComEd and the County.

In light of the foregoing, the form of the easement would be the standard Nonexclusive Utility Easement granted to ComEd in the past which includes the normal lien, restoration, and indemnity provisions that we require in any easement agreement granted by the DuPage Airport Authority. However, it would include additional language to address these issues regarding the fence and wildlife skirt. Additionally, ComEd is self-insured. ComEd has provided a self-insured letter indicating they meet the insurance requirements. The Authority has accepted these self-insured letters from ComEd in the past.

Accordingly, staff has requested approval of a temporary construction easement and permanent Nonexclusive Utility Easement for ComEd subject to review and approval by the Chairman and counsel.

RESOLUTION 2024-2655

**AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE TEMPORARY
CONSTRUCTION EASEMENT BETWEEN THE DUPAGE AIRPORT AUTHORITY
AND COMMONWEALTH EDISON FOR THE PROPERTY LOCATED ADJACENT TO
KRESS ROAD**

WHEREAS, the DuPage Airport Authority (the “Authority”) is an Illinois Special District that owns the real property located adjacent to Kress Road and north of the Illinois Prairie Path in West Chicago, IL (the “Property”); and

WHEREAS, Commonwealth Edison desires to install a manhole and ductbank system including electric utility cables on the Property and will need a Temporary Construction Easement over the Property to perform such installation; and

WHEREAS, the Authority deems it to be in the best interest of the Authority to grant Commonwealth Edison the Temporary Construction Easement substantially in the form attached hereto as Exhibit A, provided the final form of the Easement is reviewed and approved by the Chairman and the Authority’s legal counsel.

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 substantially as set forth in the attached Exhibit A, subject to review and approval of the Chairman and the Authority’s legal counsel of the final form of the Easement, the legal description and Plat of Easement, 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.

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

(ATTEST)

CHAIRMAN

SECRETARY

RESOLUTION 2024-2655

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made as of this _____ day of _____, 2024, by and between the DuPage Airport Authority, an Illinois special district (“Grantor”), and COMMONWEALTH EDISON COMPANY, an Illinois corporation (“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;

WHEREAS, Grantee is or will be installing cables and related equipment for the underground transmission and distribution of electricity, sounds and signals (collectively the “Facilities”) to the property commonly known as _____, West Chicago, Illinois, 60185 (the “Property”);

WHEREAS, the Facilities will be installed on the Property as depicted on **Exhibit A** and as legally described on **Exhibit B**, each of which is 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”);

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.

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 _____, 2024.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor, Grantor's funds, 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, Grantor's funds, 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.

1. **Restoration Fence Penetration.** 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 fourteen (14) days after the earlier of the completion of Grantee's work or the expiration of this Agreement (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. 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. In connection with any entry by Grantee, its agents, successors, employees or any contractors Grantee may employ, onto the Easement Premises which will involve penetrating or moving any portion of the security fence or wildlife skirt 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. Any penetration or movement of any portion of the security fence or wildlife skirt shall be returned to its original condition on the same day it is penetrated or moved. Grantee shall reimburse Grantor for all costs to preserve security of the airfield, monitor Grantee's activities, and confirm proper restoration of the fence or wildlife skirt to at least the condition it was in before penetration/movement.

5. **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.

6. **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 C** attached hereto. Such insurance shall be primary and non-contributory and shall name Grantor as an additional insured, as indicated on Exhibit C, with waivers of subrogation.

7. **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. 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.

8. **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.

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

10. **Notices.** All notices to be given hereunder shall be personally delivered; sent via first class mail 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.
Law Offices of
Luetkehans, Brady, Garner & Armstrong,
LLC
105 East Irving Park Road
Itasca, IL 60143
pal@lgbalaw.com

IF TO GRANTEE:

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.

11. **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.

12. **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.

13. **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.

14. **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).

15. **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.

16. **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:

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Depiction of Easement Premises

EXHIBIT B

Legal Description of Easement Premises

EXHIBIT C

Insurance Requirements

1. Commercial General Liability:

Grantee shall maintain commercial general liability coverage (CGL) with a limit of not less than \$5,000,000 each occurrence and a \$5,000,000 aggregate.

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

DuPage Airport Authority shall be included as an additional insured under CGL, but only for Grantee's acts or omissions for operations under this Agreement. The CGL policy shall be endorsed to provide DuPage Airport Authority with coverage on a primary and non-contributory basis. Copies of all 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 in favor of DuPage Airport Authority their agents, 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 Liability Insurance:

Grantee shall maintain commercial umbrella insurance with a limit of not less than \$5,000,000 per occurrence.

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

Grantee's commercial umbrella 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 Policy Coverage: Grantee shall maintain a commercial umbrella 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 not less than \$1,000,000 each accident.

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

Grantee shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of the DuPage Airport Authority, their agents, officers, directors and employees.

Grantee's Commercial Umbrella Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability.

4. Workers Compensation Insurance

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

The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Grantee's Commercial Umbrella Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability.

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. Grantee Pollution Liability

Grantee's pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the project by Grantee. Pollution liability coverage must be maintained with continuity throughout the one-year period following substantial completion of any work on the Easement Premises with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

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 executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for

30 days' written notice to DuPage Airport Authority prior to cancellation of any insurance referred herein.

The words "endeavor to" shall be deleted from the cancellation provision of all certificates provided by the Grantee.

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 final payment in compliance with a requirement above, 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 reasonably acceptable to the Authority 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. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final application for payment under the Contract documents and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Grantee with reasonable promptness.

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.

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 2024-2656

**AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE UTILITY EASEMENT
BETWEEN THE DUPAGE AIRPORT AUTHORITY AND COMMONWEALTH
EDISON FOR THE PROPERTY LOCATED ADJACENT TO KRESS ROAD**

WHEREAS, the DuPage Airport Authority (the “Authority”) is an Illinois Special District that owns the real property located adjacent to Kress Road and north of the Illinois Prairie Path in West Chicago, IL (the “Property”); and

WHEREAS, Commonwealth Edison desires to install a manhole and ductbank system including electric utility cables on the Property and will need a permanent utility easement over the Property to install and maintain the system; and

WHEREAS, the Authority deems it to be in the best interest of the Authority to grant Commonwealth Edison the Non-Exclusive Utility Easement substantially in the form 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 Non-Exclusive Utility Easement substantially as set forth in the attached Exhibit A, subject to the review and approval of the Authority’s Chairman and legal counsel of the final form of the Easement, the legal description and Plat of Easement, and to take whatever steps necessary to effectuate the terms of the Non-Exclusive Utility Easement.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2656

Recording Cover Page

**NONEXCLUSIVE
UTILITY EASEMENT AGREEMENT**

PIN: _____

COMMON ADDRESS: _____

After recording mail to:

Brian J. Armstrong
Luetkehans, Brady, Garner & Armstrong, LLC
105 E. Irving Park Road
Itasca, IL 60143
bjagalaw.com
Main: (630) 773-8500
Direct: (630) 760-4604

NONEXCLUSIVE UTILITY EASEMENT AGREEMENT

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2024 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:

RECITALS

WHEREAS, GRANTEE desires to obtain a non-exclusive 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 non-exclusive 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.** 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 any portion of the security fence or wildlife skirt 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. Any penetration or movement of any portion of the security fence or wildlife skirt shall be returned to its original condition on the same day it is penetrated or moved. GRANTEE shall reimburse GRANTOR for all costs to preserve security of the airfield, monitor GRANTEE’s activities, and confirm proper restoration of the fence or wildlife skirt to at least the condition it was in before penetration/movement. Entry by GRANTEE onto the Easement Area which does not involve penetration or movement of GRANTOR’S fence line or wildlife skirt shall not require advance notice to or permission from GRANTOR. GRANTEE, and 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. 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 (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. 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** during the term of this Agreement.

6. **Liens.** GRANTEE shall not permit any mechanic's lien to stand against GRANTOR's property or funds 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 or funds as a result of GRANTEE's work thereon, GRANTEE shall immediately have such lien either released, or if contested by GRANTEE, bonded over in the amount of one hundred percent (100%) of the claim and defend GRANTOR's interests against such lien pursuant to the provisions of Paragraph 4 above.

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

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

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

GRANTEE shall execute, acknowledge and record a partial release of this Agreement as to that portion of the Easement Area relocated pursuant to this provision.

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

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

10. **Remedies and Attorneys’ Fees.** 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 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: ATTN: Executive Director DuPage Airport Authority 2700 International Drive, Suite200 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 – RealEstate

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:

DuPAGE AIRPORT AUTHORITY,
an Illinois Special District

By: _____

Its: _____

GRANTEE:

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: _____

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_____, 2024.

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 _____, 2024.

Notary Public

My Commission Expires: _____

PIN(S): _____

Common Address:
_____, WEST CHICAGO, IL 60185

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

**Brian J. Armstrong, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
105 E. Irving Park Rd.
Itasca, IL 60143
630-760-4604**

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT B – PLAT

EXHIBIT C - INSURANCE

**DuPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS**

REGULAR MEETING

March 20, 2024

Agenda Item

11. OTHER BUSINESS

- a. Proposed Resolution 2024-2657; Disclosure of Executive Session Minutes.**

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

Materials will be Provided Under Separate Cover

RESOLUTION 2024-2657

DISCLOSURE OF EXECUTIVE SESSION MINUTES

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

WHEREAS, the Board of Commissioners met in executive session on March 20, 2024 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.

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March 2024.

CHAIR

(ATTEST)

SECRETARY

RESOLUTION 2024-2657

RESOLUTION 2024-2658

AUTHORIZING THE EXECUTION OF THE EIGHTH AMENDMENT TO VACANT LAND PURCHASE AGREEMENT WITH BI DEVELOPER LLC

WHEREAS, the DuPage Airport Authority (the “Authority”) owns a certain approximate 42-acre parcel of real property between Illinois Route 38 and the Union Pacific rail line (the “Subject Property”) in fee simple interest; and

WHEREAS, on June 21, 2022, the Authority and BI Developer LLC (“BI”) entered into a Vacant Land Purchase Agreement for the Subject Property (the “Purchase Agreement”); and

WHEREAS, the parties previously entered into seven amendments to the Agreement extending the Inspection Period until March 31, 2024; and

WHEREAS, BI is seeking a further extension of the Inspection Period under the Agreement; and

WHEREAS, the Authority deems it in the best interests of the Authority and the general public to enter into an Eighth Amendment to Vacant Land Purchase Agreement with BI for the Subject Property, extending the Inspection Period under the Agreement until June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED, THAT the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director to execute the Eighth Amendment to Vacant Land Purchase Agreement with BI Developer LLC attached hereto as Exhibit A and take whatever steps necessary to effectuate the terms of this Eighth Amendment to Vacant Land Purchase Agreement on behalf of the Authority.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Joshua S. Davis _____
Anthony M. Giunti Jr. _____
Bryan M. Hacker _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Noreen M. Ligino-Kubinski _____
Donald E. Puchalski _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 20th day of March, 2024.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2024-2657

EXHIBIT A

**EIGHTH AMENDMENT TO
VACANT LAND PURCHASE AGREEMENT**

**EIGHTH AMENDMENT TO VACANT LAND
PURCHASE AGREEMENT**

This Eighth Amendment to the Vacant Land Purchase Agreement (this “Eighth Amendment”) is entered into effective as of March 20, 2024 (the “Effective Date”), by and among DuPage Airport Authority, an Illinois Special District (“Seller”), and BI Developer LLC, a Delaware limited liability company (“Purchaser”).

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Vacant Land Purchase Agreement dated effective as of June 21, 2022 (the “Purchase Agreement”), pursuant to which Purchaser agreed to purchase, and Seller agreed to sell, the land and improvements described therein; and

WHEREAS, the parties executed a First Amendment to Vacant Land Purchase Agreement dated effective as of October 19, 2022 (the “First Amendment”), pursuant to which the parties agreed to extend the Inspection Period, as defined in the Purchase Agreement, until November 18, 2022; and

WHEREAS, the parties executed a Second Amendment to Vacant Land Purchase Agreement dated effective as of November 16, 2022 (the “Second Amendment”), pursuant to which the parties agreed to extend the Inspection Period, as defined in the Purchase Agreement, and as amended by the First Amendment, until January 26, 2023; and

WHEREAS, the parties executed a Third Amendment to Vacant Land Purchase Agreement dated effective as of January 20, 2023 (the “Third Amendment”), pursuant to which the parties agreed to extend the Inspection Period, as defined in the Purchase Agreement, and as amended by the First Amendment and the Second Amendment, until March 31, 2023; and

WHEREAS, the parties executed a Fourth Amendment to Vacant Land Purchase Agreement dated effective as of March 8, 2023 (the “Fourth Amendment”), pursuant to which the parties agreed to extend the Inspection Period, as defined in the Purchase Agreement, and as amended by the First Amendment, the Second Amendment, and the Third Amendment, until June 30, 2023; and

WHEREAS, the parties executed a Fifth Amendment to Vacant Land Purchase Agreement dated effective as of June 21, 2023 (the “Fifth Amendment”), pursuant to which the parties agreed to extend the Inspection Period, as defined in the Purchase Agreement, and as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment until September 21, 2023; and

WHEREAS, the parties executed a Sixth Amendment to Vacant Land Purchase Agreement dated effective as of September 15, 2023 (the “Sixth Amendment”), pursuant to which the parties agreed to extend the Inspection Period, as defined in the Purchase Agreement, and as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment until November 30, 2023; and

WHEREAS, the parties executed a Seventh Amendment to Vacant Land Purchase Agreement dated effective as of November 15, 2023 (the “Seventh Amendment”), pursuant to which the parties agreed to extend the Inspection Period, as defined in the Purchase Agreement, and as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment until March 31 2024;

WHEREAS, Seller and Purchaser desire to further amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchase Agreement is hereby amended as follows:

1. Definitions. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Purchase Agreement.
2. Extension of Inspection Period. The Inspection Period defined in Paragraph 5(a) of the Vacant Land Purchase Agreement shall be further extended from March 31, 2024 until June 30, 2024.
3. Extension of the Title Survey Review Period. The reference to “March 31, 2024” in Section 3 of the Seventh Amendment is hereby amended and replaced with “June 30, 2024”.
4. Continuing Effectiveness. Except as expressly amended by this Eighth Amendment, the remaining terms, covenants, conditions, and provisions of the Purchase Agreement shall remain unchanged and in full force and effect, and the Purchase Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment, as amended again herein, shall constitute the full, true, and complete agreement between the parties.
5. Caption Headings. Caption headings in this Eighth Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of this Amendment.
6. Successors and Assigns. This Eighth Amendment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.
7. Severability. If any provision of this Eighth Amendment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Eighth Amendment shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Eighth Amendment, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.
8. Counterparts. This Eighth Amendment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one

agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Eighth Amendment in the presence of the other parties to this Amendment.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Eighth Amendment effective as of the Effective Date.

SELLER:

DUPAGE AIRPORT AUTHORITY, an Illinois
Special District

By: _____
Name: _____
Title: _____

PURCHASER:

BI DEVELOPER LLC, a Delaware Limited
Liability Company

By: _____
Name: _____
Title: _____

**DuPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS**

REGULAR MEETING

March 20, 2024

Agenda Item

11. OTHER BUSINESS

- c. Possible Resolution to Enter into and Amended and Restated Vacant Land Sales Agreement with Patriot Development Group, LLC or alternatively to Extend the Inspection Period under the Restated Vacant Land Sales Agreement with Patriot Development Group, LLC.**

Materials will be Provided Under Separate Cover