



**BOARD OF COMMISSIONERS
REGULAR MEETING and ANNUAL MEETING
THURSDAY, JANUARY 17, 2019; 3:00 p.m.**

**DUPAGE AIRPORT AUTHORITY
DANIEL L. GOODWIN FLIGHT CENTER BUILDING
FIRST FLOOR CONFERENCE ROOM
2700 INTERNATIONAL DRIVE
WEST CHICAGO, ILLINOIS 60185**

TENTATIVE AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**

RECESS REGULAR MEETING

CONVENE ANNUAL MEETING

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ELECTION OF OFFICERS FOR THE 2019 FISCAL YEAR**
 - a. Chairman**
 - b. Vice-Chairman**
 - c. Treasurer**
 - d. Secretary**
 - e. Assistant Treasurer**
 - f. Assistant Secretary**

4. REVIEW OF COMMITTEE ASSIGNMENTS

TAB #1

PAGE #5

ADJOURNMENT OF ANNUAL MEETING

RECONVENE REGULAR MEETING

4. APPROVAL OF MINUTES

TAB #2

PAGE #6

- a. November 14, 2018 Regular Board Meeting
- b. December 14, 2018 Special Board Meeting
- c. November 14, 2018 Capital Development, Leasing and Customer Fees Committee
- d. November 14, 2018 Finance, Budget and Audit Committee
- e. November 14, 2018 Golf Committee

5. DIRECTOR'S REPORT

TAB #3

PAGE #21

6. REVIEW OF FINANCIAL STATEMENTS

TAB #4

PAGE #25

7. REPORT OF OFFICERS/COMMITTEES

- a. Internal Policy and Compliance Committee
- b. Finance, Budget & Audit Committee
- c. Golf Committee
- d. Capital Development, Leasing & Customer Fees Committee
- e. DuPage Business Center

8. MASTER PLAN UPDATE PRESENTATION BY CRAWFORD, MURPHY & TILLY.

9. OLD BUSINESS

None

10. NEW BUSINESS

- a. Proposed Ordinance 2019-331; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019.

Finance Committee

TAB #5

PAGE #39

- b. Proposed Ordinance 2019-332; An Ordinance of the DuPage Airport Authority Promulgating Regulations Under the Freedom of Information Act.

TAB #6

PAGE #47

- c. **Proposed Resolution 2019-2223; Approving the Use of Outside Attorneys for the Fiscal Year 2019 Beginning January 1, 2019 and Ending December 31, 2019.**
Approves utilizing the firms of Schirott, Luetkehans and Garner, LLC and SheppardMullin to provide legal services for the 2019 fiscal year.
TAB #7 PAGE #61
- d. **Proposed Resolution 2019-2224; Authorizing the Execution of a Contract with Citywide Building Maintenance, Inc. for Janitorial Services.**
Approves a one (1) year janitorial contract, subject to two (2) one (1) year extensions at the sole discretion of the Airport Authority. Year 1 cost - \$106,175.58, Year 2 cost - \$108,299.09, Year 3 cost - \$111, 006.57.
Finance Committee TAB #8 PAGE #65
- e. **Proposed Resolution 2019-2225; Award of Contract to Construction Solutions of Illinois, Inc. for 3rd Floor Flight Center Interior Renovations.**
Approves a demolition and remodel project of 5,670 sf of space on the 3rd floor of the DuPage Flight Center. Total authorized construction not-to-exceed \$338,495.30, which includes a 10% owner's contingency.
Capital Development Committee TAB #9 PAGE #70
- f. **Proposed Resolution 2019-2226; Rescinding Resolution 2018-2215 and Awarding a Contract to Fox Valley Fire & Safety for Fire Alarm System Replacement.**
Rescinds Resolution 2018-2215 (previous award to Red Hawk Fire & Security who withdrew their bid) and approves a project to replace the fire alarm panel and related system at Hangars E14 & E15. Total authorized construction not-to-exceed \$30,937.50, which includes a 10% owner's contingency.
Capital Development Committee TAB #10 PAGE #75
- g. **Proposed Resolution 2019-2227; Authorizing the Execution of Task Order No. 19 with Jacobs for the Project: Fill and Grade Pond at the DuPage Business Center.**
Approves a design phase engineering task order to develop plans and specifications for mass grading and fill of a pond at the DuPage Business Center. Not-to-exceed fee of \$28,863.27.
Capital Development Committee TAB #11 PAGE #79
- h. **Proposed Resolution 2019-2228; Authorizing the Execution of a Utility Easement between the DuPage Airport Authority and Comcast for the Property Located at 3N060 Powis Road.**
Provides a Permanent Easement to Comcast to allow access for internet access to property owned by the DAA located at 3N060 Powis Road (Travel Express).
Capital Development Committee TAB #12 PAGE #82

- i. Proposed Resolution 2019-2229; Authorizing the Execution of a Temporary Construction Easement between the DuPage Airport Authority and UCC Inc. for the Property Located at 3N060 Powis Road.**

Provides a temporary easement for UCC Inc. to construct on behalf of Comcast underground internet cable system to property owned by the DAA located at 3N060 Powis Road (Travel Express).

Capital Development Committee

TAB #13

PAGE #101

- j. Proposed Resolution 2019-2230; Approving the Amendment to the Development Plan for 805 Discovery Drive.**

Capital Development Committee

TAB #14

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- 11. RECESS TO EXECUTIVE SESSION FOR THE DISCUSSION OF PENDING, PROBABLE OR IMMINENT LITIGATION; EMPLOYEE MATTERS; THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE DUPAGE AIRPORT AUTHORITY; AND THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE DUPAGE AIRPORT AUTHORITY.**
- 12. RECONVENE REGULAR SESSION**
- 13. OTHER BUSINESS**
- 14. ADJOURNMENT**



**DUPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS, OFFICERS AND COMMITTEES**

STANDING COMMITTEES

FINANCE, BUDGET & AUDIT COMMITTEE

Michael V. Ledonne, Chair
Charles E. Donnelly, Member
Gregory J. Posch, Member
Donald C. Sharp, Member
Daniel J. Wagner, Member
Mark Doles, Staff
Patrick Hoard, Staff

CAPITAL DEVELOPMENT, LEASING & CUSTOMER FEES COMMITTEE

Daniel J. Wagner, Chair
Juan E. Chavez, Member
Herbert A. Getz, Member
Michael V. Ledonne, Member
Gregory J. Posch, Member
Donald C. Sharp, Member
Mark Doles, Staff

GOLF COMMITTEE

Charles E. Donnelly, Chair
Herbert A. Getz, Member
Michael V. Ledonne, Member
Patrick Hoard, Staff

INTERNAL POLICY & COMPLIANCE COMMITTEE

Gina R. LaMantia, Chair
Juan E. Chavez, Member
Michael V. Ledonne, Member
Gregory J. Posch, Member
Patrick Hoard, Staff

Updated June 2018

**DuPAGE AIRPORT AUTHORITY
REGULAR BOARD MEETING
Wednesday, November 14, 2018**

The Regular Meeting of the Board of Commissioners of the DuPage Airport Authority was convened at Prairie Landing Golf Club, 2325 Longest Drive, West Chicago, Illinois on Wednesday, November 14, 2018. Chairman Davis called the meeting to order at 3:00 p.m. and a quorum was present for the meeting.

Commissioners Present: Chavez, Davis, Donnelly, Getz, LaMantia, Ledonne, Posch, Wagner.

Commissioners Absent: Sharp

DuPage Airport Authority Staff Present: David Bird, Executive Director; Mark Doles, Director of Aviation Facilities & Properties; Patrick Hoard, Director of Finance & Administration and Prairie Landing Golf Club; Dan Barna, Operations and Capital Programs Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others in Attendance: Phil Luetkehans, Schirott, Luetkehans and Garner; John Whitehead, NAI Hiffman; Michael Vonic, Jacobs CH2M; Dan Swanson, DuPage Pilots Association; Russell Danwin, DuPage Airport Tennant; Dan Howard, ISI; Pat Scharer, Midwest Industrial.

Members of the Press:

None

PUBLIC COMMENT

Russ Danwin, a tenant of the Airport, addressed the Board regarding the issue of the shortage of pilots. He asked what this Board is going to do to entice more pilots to attend the flight schools; four flight schools are located on Airport property.

Executive Director Bird advised there was considerable discussion during the last Master Plan Update Project Steering Committee meeting regarding the possibility of reserving airport lands for a facility of this type. He added the Executive Team with the College of DuPage have scheduled a meeting with the Airport Authority to discuss a partnership to address the potential for training pilots. Bob Werderich of Illinois Aviation Academy has been invited to attend this meeting. Discussion continued.

APPROVAL OF MINUTES

Chairman Davis asked for additions or corrections to the minutes of the September 19, 2018 Regular Board Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the September 19, 2018 Regular Board Meeting and Commissioner Wagner **seconded the motion**. The motion was passed by roll call vote (8-0).

Chairman Davis asked for additions or corrections to the minutes of the September 19, 2018 Capital Development, Leasing and Customer Fees Committee Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the September 19, 2018 Capital Development, Leasing and Customer Fees Committee and Commissioner Posch **seconded the motion**. The motion was passed by roll call vote (8-0).

Chairman Davis asked for additions or corrections to the minutes of the September 19, 2018 Finance, Budget and Audit Committee and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the September 19, 2018 Finance, Budget and Audit Committee Meeting and Commissioner LaMantia **seconded the motion**. The motion was passed by roll call vote (8-0).

Chairman Davis asked for additions or corrections to the minutes of the October 25, 2018 Special Finance Committee Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the October 25, 2018 Special Finance Committee Meeting and Commissioner Chavez **seconded the motion**. The motion was passed by roll call vote (8-0).

Chairman Davis asked for additions or corrections to the minutes of the September 19, 2018 Golf Committee Meeting and there were none. Commissioner Donnelly made a **MOTION** to approve the minutes of the September 19, 2018 Golf Committee Meeting and Commissioner Getz **seconded the motion**. The motion was passed by roll call vote (8-0).

DIRECTOR'S REPORT

Executive Director Bird reviewed the monthly operating statistics.

100LL sales are increased 13.2% for the month and overall increased 5% 2018 vs. 2017; Jet A decreased 8% and is down 3.4% overall 2018 vs. 2017. Discussion followed regarding the reasons for this inconsistency and the differences in base customers and transient customers. Operations numbers are good with a total increase overall of 11%; local operations up and itinerant operations are flat. Staff continues to monitor the operating statistics consistently.

Executive Director Bird reported that at the recent DuPage County Board Meeting, Chairman Dan Cronin, presented a Proclamation of Commendation recognizing the DuPage Airport Authority for recently receiving the *Award for Excellence in Budgeting* from the Government Financial Officers Association (GFOA). Chairman Davis, Finance Committee Chairman Ledonne, Executive Director Bird, Director of Finance Hoard and Director of Aviation Facilities & Properties Doles were present to receive the Proclamation of Commendation. Finance Committee Chairman Ledonne, read into the record this Proclamation of Commendation during the Finance Committee Meeting earlier in the day. Executive Director Bird stated that on behalf of Airport Authority this recognition and proclamation was very much appreciated. Discussion followed.

Executive Director Bird stated at a recent National Business Aviation Association (NBAA) trade show DuPage Flight Center was chosen by members of the Paragon Group as "FBO of the Year". The Paragon Group is a network of 56 FBOs around the Country and the DuPage Flight Center was one of its earliest members. Executive Director Bird stated this is a credit to Mark Doles, Brian Decoudres and Flight Center Staff and is an indication of the Airport's commitment to excellence.

DuPage recently hosted an event for the Chicago Area Business Aviation Association (CABAA) and a manufacturer was featured exhibiting several types of aircraft. There were approximately 100 people in attendance.

A briefing for the Master Plan Update Project will be provided at the January Board Meeting and Executive Director Bird advised alternatives for this plan would be reviewed. Discussion followed.

Active Shooter Training was recently conducted for the Airport Authority Managers and FAA Tower Managers. This training will be offered at a future time to Airport Authority Employees and tenants of the building. This was conducted by the West Chicago Police Department. Discussion followed.

Chairman Davis stated he is proud of the Airport Authority and pleased with the awards and recognition received. He stated that the Airport Authority will continue to run the organization as a business; achieve transparency and act in the best interest of the taxpayers of DuPage County. On behalf of the Airport Authority Board of Commissioners, Chairman Davis expressed pride in the work being done by the staff.

Chairman Davis asked Mark Doles to discuss with the Board at a future meeting the methodology utilized for determining fuel pricing.

REVIEW OF FINANCIAL STATEMENTS

Patrick Hoard reviewed the financial statements for October 2018. Discussion followed.

REPORT OF COMMITTEES

Finance, Budget and Audit Committee:

Commissioner Ledonne reported the Finance, Budget and Audit Committee has held two meetings since the September Board Meeting. On October 25, 2018 a Special Finance Committee Meeting was held and staff presented the 2019 Budget and Appropriations for the committee's review. He added that discussion occurred regarding potentially abating property taxes for this year in the amount of \$500,000. The budget was again discussed at the regular committee meeting held earlier this day and all items appearing on the Committee Agenda were reviewed and favorably recommended for Board approval. Commissioner Ledonne expressed thanks to members of the Finance Committee and staff for putting together the 2019 Budget.

Capital Development, Leasing and Customer Fees:

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

Internal Policy and Compliance Committee:

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

Golf Committee:

Commissioner Donnelly reported the Golf Committee met earlier this day and reviewed suggested options for improvements at the Prairie Land Clubhouse. The Committee recommended Board Approval of the Resolution appearing on the Board Agenda and discussion followed. Commissioner Donnelly encouraged Board Members to add their addresses to the Prairie Landing mailing list to receive information regarding events and activities at Prairie Landing throughout the year.

DuPage Business Center:

John Whitehead of NAI Hiffman reported that progress continues at the Business Center with the current deals and reviewed ongoing activities. Mr. Whitehead added there has been much interest shown and NAI Hiffman is continuously fielding calls from the brokerage community. Discussion followed.

NEW BUSINESS

Approving the 2019 Board and Committee Meeting Calendar.

A **MOTION** was made by Commissioner Ledonne to approve the 2019 Board and Committee Meeting Calendar. The **motion was seconded** by Commissioner Chavez.

Discussion occurred, and the following changes were made to the 2019 Meeting Calendar:

May 15, 2018 Board and Committee Meetings would be moved to May 1, 2018

June 19, 2018 Board and Committee Meetings would be moved to June 26, 2018.

The **motion was passed** with the changes as discussed; roll call vote (8-0).

Proposed Resolution 2018-2213; Authorizing the Execution of Service Order No. 3 with Wight & Company for Professional Consulting Services Associated with Construction Plans for the Prairie Landing Clubhouse Bar Addition.
Approves the development of construction plans and specifications related to the Prairie Landing Bar Addition. Fixed fee of \$64,000.

Executive Director Bird read into the record Proposed Resolution 2018-2213.

A **MOTION** was made by Commissioner Donnelly to approve Proposed Resolution 2018-2213; Authorizing the Execution of Service Order No. 3 with Wight & Company for Professional Consulting Services Associated with Construction Plans for the Prairie Landing Clubhouse Bar Addition. The **motion was seconded** by Commissioner Wagner.

Board Members walked through the clubhouse facility to review the potential improvements to be considered for The Grill Room and adjoining areas of the clubhouse. Commissioner LaMantia suggested that consideration be given to expanding the scope of work to be undertaken in The Grill Room to update these areas. Discussion followed. Board members returned to the meeting room and there was no further discussion. The **motion was passed** by roll call vote (8-0).

Proposed Ordinance 2018-329; Adopting the Tentative Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019.

Executive Director Bird read into the record Proposed Ordinance 2018-329.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2018-329; Adopting the Tentative Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019. The **motion was seconded** by Commissioner Getz. There was no further discussion and the **motion was passed** by roll call vote (8-0).

Proposed Ordinance 2018-330; An Ordinance of the DuPage Airport Authority Levying Taxes for the Fiscal Year Beginning January 1, 2018 and Ending December 31, 2018.

Executive Director Bird read into the record Proposed Ordinance 2018-330.

A **MOTION** was made by Commissioner Wagner to approve Proposed Ordinance 2018-330; An Ordinance of the DuPage Airport Authority Levying Taxes for the Fiscal Year Beginning January 1, 2018 and Ending December 31, 2018. The **motion was seconded** by Commissioner Chavez.

Commissioner Ledonne stated the Ordinance for a property tax abatement of \$500,000 will be brought forth for review and approval at the March 2019 Board Meeting. Discussion followed. Commissioner Ledonne added that the Finance Committee has requested Patrick Hoard to review and calculate the levy increases that DuPage Airport Authority would have been eligible for but did not taken advantage of since 2012; this would be shared with the Board at the next meeting. The **motion was passed** by roll call vote (8-0).

Proposed Resolution 2018-2214; Award of a Master Agreement to Gary Spielman Plumbing for On-Call Plumbing Repair Services.

Approves a two-year Master Agreement for as-needed on-call plumbing repairs. Annual cost not-to-exceed \$25,000 or \$5,000 per project.

Executive Director Bird read into the record Proposed Resolution 2018-2214.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2018-2214; Award of a Master Agreement to Gary Spielman Plumbing for On-Call Plumbing Repair Services. The **motion was seconded** by Commissioner Chavez. There was no further discussion and the **motion was passed** by roll call vote (8-0).

Proposed Resolution 2018-2215; Award of Contract to Red Hawk Fire & Security for Fire Alarm Panel Replacement.

Approves a project to replace the fire alarm panel and related system at Hangars E14 & E15. Total authorized construction not-to-exceed \$28,677, which includes a 10% owner's contingency.

A **MOTION** was made by Commissioner Getz to approve Proposed Resolution 2018-2215; Award of Contract to Red Hawk Fire & Security for Fire Alarm Panel Replacement. The **motion was seconded** by Commissioner Chavez. There was no further discussion and the **motion was passed** by roll call vote (8-0).

Proposed Resolution 2018-2216; Authorizing the Execution of a Cash Farm Lease with Dale Pitstick for 184 Acres.

Approves a three (3) year Cash Farm Lease for 184 acres. \$43,240 annual rent paid on March 15.

Executive Director Bird read into the record Proposed Resolution 2018-2216.

A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2018-2216; Authorizing the Execution of a Cash Farm Lease with Dale Pitstick for 184 Acres. The **motion was seconded** by Commissioner Donnelly. There was no further discussion and the **motion was passed** by roll call vote (8-0).

Proposed Resolution 2018-2217; Ratifying the Executive Director's Execution of a Contract with Earthwerks Land & Development Corporation.

Ratifies the Executive Director's execution of a contract to deliver and spread approximately 33,000 cubic yards of clay in the DuPage Business Center for the sum of \$81,000.

Executive Director Bird read into the record Proposed Resolution 2018-2217.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2018-2217; Ratifying the Executive Director's Execution of a Contract with Earthwerks Land & Development Corporation. The **motion was seconded** by Commissioner Posch. There was no further discussion and the **motion was passed** by roll call vote (8-0).

Proposed Resolution 2018-2218; Authorizing the Execution of a Plat of Easement Granting Easement to Commonwealth Edison Company and AT&T.

Grants ComEd and AT&T a shared 15' easement in the DuPage Business Center.

Executive Director Bird read into the record Proposed Resolution 2018-2218.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2018-2218; Authorizing the Execution of a Plat of Easement Granting Easement to Commonwealth Edison Company and AT&T. The **motion was seconded** by Commissioner Chavez. There was not further discussion and the **motion was passed** by roll call vote (8-0).

Proposed Resolution 2018-2219; Ratification of the Executive Director's Execution of a Contract with Intren, Inc. for Installation of Underground Conduit and Splice Boxes Related to the Commonwealth Edison Utility Relocation.

Ratifies the Executive Director's execution of a contract to directional drill conduit and install splice boxes to accommodate new ComEd electric cabling for the sum of \$56,670.

Executive Director Bird read into the record Proposed Resolution 2018-2201.

A **MOTION** was made by Commissioner Posch to approve Proposed Resolution 2018-2219; Ratification of the Executive Director's Execution of a Contract with Intren, Inc. for Installation of Underground Conduit and Splice Boxes Related to the Commonwealth Edison Utility Relocation. The **motion was seconded** by Commissioner Donnelly. There was no further discussion and the **motion was passed** by roll call vote (8-0).

Proposed Resolution 2018-2220; Authorizing the Execution of a Customer Work Agreement with Commonwealth Edison for Installation of Utilities.

Approves a Work Agreement to relocate existing ComEd utilities in the DuPage Business Center for the sum of \$95,190.83.

Executive Director Bird read into the record Proposed Resolution 2018-2202.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2018-2220; Authorizing the Execution of a Customer Work Agreement with Commonwealth Edison for Installation of Utilities. The **motion was seconded** by Commissioner Chavez. There was not further discussion and the **motion was passed** by roll call vote (8-0).

Attorney Luetkehans reviewed with the Board that at a previous meeting the Board agreed with a certain price structure as discussed for Midwest Industrial Funds, Inc. and to pay for work done by Commonwealth Edison to relocate an existing easement on the property. Due to timing constraints, Attorney Luetkehans asked if the Board would agree to ratify the execution of this agreement at the next board meeting and allow Midwest Industrial a comfort level going forward. All Board Members agreed.

Chairman Davis stated that DuPage County Chairman Cronin has asked the Airport Authority to explore options to assist with the issue of tenants who have not paid leasehold taxes. These tenants were mentioned in the recent *Daily Herald* news article. Discussion followed. Chairman Davis stated the Airport Authority just became aware of this matter and he is asking DAA staff to investigate this matter and until that investigation is completed, he will be unable to comment.

RECESS TO EXECUTIVE SESSION

A **MOTION** was made by Commissioner LaMantia to recess to Executive Session for the discussion of setting of a price for sale or lease of property owned by the DuPage Airport Authority. The **motion was seconded** by Commissioner Ledonne and was passed unanimously by roll call vote (8-0). The Regular Meeting was recessed to Executive Session at 4:06 p.m. and was reconvened at 4:34 p.m. Upon roll call, a quorum was present for the remainder of the Regular Board Meeting.

OTHER BUSINESS

None

A **MOTION** was made by Commissioner Wagner to adjourn the Regular Meeting of the DuPage Airport Authority Board of Commissioners. The **motion was seconded** by Commissioner Posch and was passed unanimously by voice vote; the meeting was adjourned at 4:36 p.m.

Stephen L. Davis, Chairman

(ATTEST)

Donald C. Sharp, Secretary

**DuPAGE AIRPORT AUTHORITY
SPECIAL BOARD MEETING
Friday, December 14, 2018**

A Special Meeting of the Board of Commissioners of the DuPage Airport Authority convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, First Floor Conference Room; Friday, December 14, 2018. Chairman Davis called the meeting to order at 8:00 a.m. and a quorum was present for the meeting.

Commissioners Present: Chavez, Davis, Donnelly, Getz, LaMantia, Ledonne, Sharp, Wagner.

Commissioners Absent: Posch

DuPage Airport Authority Staff Present: David Bird, Executive Director; Mark Doles, Director of Aviation Facilities and Properties; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; Dan Barna, Operations and Capital Programs Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others in Attendance: Phil Luetkehans, Schirott, Luetkehans and Garner; Pat Schumer, Midwest Industrial Funds Inc.; Randy Machelski, SmithGroup JJR.

Members of the Press:

None

PUBLIC COMMENT

None

NEW BUSINESS

Proposed Resolution 2018-2221; Ratifying the Executive Director's Execution of a Third Amendment to Vacant Land Purchase Agreement with Midwest Industrial Funds, Inc.

Modifies the minimum amount of property available to be taken down in the option, as well as the corresponding purchase price.

Executive Director Bird read into the record Proposed Resolution 2018-2221. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2018-2221; Ratifying the Executive Director's Execution of a Third Amendment to Vacant Land Purchase Agreement with Midwest Industrial Funds, Inc. The **motion was seconded** by Commissioner Chavez.

Attorney Luetkehans stated at the November Board Meeting it was agreed that Executive Director would execute this amendment for Midwest Industrial Funds. He continued that in Executive Session at the September Board Meeting, a new rate structure and take down of property was agreed upon and this Third Amendment reflects those revisions as discussed. Staff is seeking ratification of the Executive Director's action to Execute this Third Amendment to the Agreement. Discussion followed briefly, and the **motion was passed** by roll call vote (8-0).

Proposed Resolution 2018-2222; Approving the Concept Plan for Midwest Industrial Funds, Inc.

Review and approval of concept plan for a 27-acre parcel of land owned by the Authority.

Executive Director Bird read into the record Proposed Resolution 2018-2222. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2018-2222; Approving the Concept Plan for Midwest Industrial Funds, Inc. The **motion was seconded** by Commissioner Sharp.

Attorney Luetkehans stated Midwest Industrial has submitted a Concept Plan and he reviewed the scope of this plan and explained one deviation relating to the amount of screening. Discussion followed. Randy Machelski of SmithGroup JJR, consultant for the DuPage Airport Authority, advised that the Concept Plan is in compliance with Section 10.5 of the West Chicago Zoning Ordinance. The **motion was passed** by roll call vote (8-0).

RECESS TO EXECUTIVE SESSION

A **MOTION** was made by Commissioner LaMantia to recess to Executive Session for the discussion of pending, probable or imminent litigation; the purchase or lease of real property for the uses of the DuPage Airport Authority; and the setting of a price for sale or lease of property owned by the DuPage Airport Authority. The **motion was seconded** by Commissioner Getz and **was passed** unanimously by roll call vote (8-0). The Special Meeting was recessed to Executive Session at 8:12 a.m. and was reconvened at 8:48 a.m. Upon roll call, a quorum was present for the remainder of the Special Board Meeting.

A **MOTION** was made by Commissioner Ledonne to adjourn the Special Meeting of the DuPage Airport Authority Board of Commissioners. The **motion was seconded** by Commissioner Sharp and **was passed** unanimously by voice vote; the meeting was adjourned at 8:49 a.m.

Stephen L. Davis, Chairman

(ATTEST)

Donald C. Sharp, Secretary

**DuPAGE AIRPORT AUTHORITY
CAPITAL DEVELOPMENT, LEASING AND CUSTOMER FEES COMMITTEE
WEDNESDAY, NOVEMBER 14, 2018**

The meeting of the Capital Development, Leasing and Customer Fees Committee of the DuPage Airport Authority Board of Commissioners was convened at Prairie Landing Golf Club, 2325 Longest Drive, West Chicago, Illinois on Wednesday, November 14, 2018. Committee Chairman Wagner called the meeting to order at 2:30 p.m. and there was a quorum present for the meeting.

Commissioners Present: Chavez, Getz, Ledonne, Posch, Wagner.

Absent: Sharp

DAA Staff Present: Executive Director David Bird; Mark Doles, Director of Aviation Facilities & Properties; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; Dan Barna, Operations and Capital Program Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others: Phil Luetkehans, Schirott, Luetkehans and Garner; Michael Vonic, CH2M.

Press: None

CAPITAL DEVELOPMENT

NEW BUSINESS

Proposed Resolution 2018-2215; Award of Contract to Red Hawk Fire & Security for Fire Alarm Panel Replacement.

Approves a project to replace the fire alarm panel and related system at Hangars E14 & E15. Total authorized construction not-to-exceed \$28,677, which includes a 10% owner's contingency.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval for Proposed Resolution 2018-2215; Award of Contract to Red Hawk Fire & Security for Fire Alarm Panel Replacement. The **motion was seconded** by Commissioner Chavez. Discussion followed. Dan Barna advised the fire alarm panels need replacement at various hangar locations. These systems are old and are no longer supported if failure occurs. He continued that four (4) bids were received and Fox Valley Fire & Safety was determined to be low responsive and responsible bidders. Staff recommended approval. The **motion was passed** by roll call vote (5-0).

Proposed Resolution 2018-2216; Authorizing the Execution of a Cash Farm Lease with Dale Pitstick for 184 Acres.

Approves a three (3) year Cash Farm Lease for 184 acres. \$43,240 annual rent paid on March 15th.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2018-2216; Authorizing the Execution of a Cash Farm Lease with Dale Pitstick for 184 Acres. The **motion was seconded** by Commissioner Posch. Discussion followed. The current cash farm lease with Dale Pitstick for this location expires on December 31, 2018. Cash rent offers were received from four local farmers and Dale Pitstick is recommended for this three-year cash farm lease. The **motion was passed** by roll call vote (5-0).

Proposed Resolution 2018-2217; Ratification of the Executive Director's Execution of a Contract with Earthwerks Land Improvement & Development Corporation.

Ratifies the Executive Director's execution of a contract to deliver and spread approximately 33,000 cubic yards of clay in the DuPage Business Center for the sum of \$81,000.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2018-2217; Ratification of the Executive Director's Execution of a Contract with Earthwerks Land Improvement & Development Corporation. The **motion was seconded** by Commissioner Getz. Attorney Luetkehans stated at the meeting the Board suspended the competitive bidding process as required in the DuPage Airport Authority Procurement Policy. The Executive Director was authorized to enter into a contract at a not-to-exceed amount of \$250,000. This contract was negotiated with Earthwerks for 33,000 cubic yards of clay at \$81,000 and this Resolution will ratify action by the Executive Director; approval is recommended. The **motion was passed** by roll call vote (5-0).

Proposed Resolution 2018-2218; Authorizing the Execution of a Plat of Easement Granting Easement to Commonwealth Edison Company and AT&T.

Grants ComEd and AT&T a shared 15" easement in the DuPage Business Center.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2018-2218; Authorizing the Execution of a Plat of Easement Granting Easement to Commonwealth Edison Company and AT & T. The **motion was seconded** by Commissioner Getz. Discussion followed. Dan Barna stated this AT& T easement does not have any facilities running through as does the Commonwealth Edison easement. Midwest Industrial Funds, Inc. has agreed to relocate those facilities. At the September Meeting the Board approved waiving the DAA Procurement Code to expedite the process for relocation. This resolution will authorize the Executive Director to execute the Plat of Easement on behalf of the Airport Authority. The **motion was passed** by roll call vote (5-0).

Proposed Resolution 2018-2219; Ratification of the Executive Director's Execution of a Contract with Intren, Inc. for Installation of Underground Conduit and Splice Boxes Related to the Commonwealth Edison Utility Relocation.

Ratifies the Executive Director's execution of a contract to directional drill conduit and install splice boxes to accommodate new ComEd electric cabling for the sum of \$56,670.

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2018-2219; Ratification of the Executive Director's Execution of a Contract with Intren, Inc. for Installation of Underground Conduit and Splice Boxes Related to the Commonwealth Edison Utility Relocation. The **motion was seconded** by Commissioner Getz and discussion followed.

Attorney Luetkehans advised this is the actual contract for relocation of the utility lines relevant to the three easements previously discussed and approved. At the August 24, 2018 Special Meeting the Board approved waiving the bidding process to allow the Executive Director to approve a company to complete this project. Bids were received, and the contract was awarded to Intren, Inc. Staff is requesting the Board's ratification of the Executive Director's action. The **motion was passed** by roll call vote (5-0).

Proposed Resolution 2018-2220; Authorizing the Execution of a Customer Work Agreement with Commonwealth Edison for Installation of Utilities.

Approves a Work Agreement to relocate existing ComEd utilities in the DuPage Business Center for the sum of \$95,190.83

A **MOTION** was made by Commissioner Ledonne to recommend Board approval of Proposed Resolution 2018-2220; Authorizing the Execution of a Customer Work Agreement with Commonwealth Edison for Installation of Utilities. The **motion was seconded** by Commissioner Posch and discussion followed. Attorney Luetkehans stated Board approval of this resolution will authorize the execution of this agreement with Commonwealth Edison allowing them to relocate their facilities relevant to selling to

Midwest Industrial Funds. Startup of this relocation project is anticipated for December 11 and approval is recommended. The **motion was passed** by roll call vote (5-0).

RECESS TO EXECUTIVE SESSION

There was no Executive Session.

OTHER BUSINESS

None

Commissioner Ledonne made a **MOTION** to adjourn the Capital Development, Leasing and Customer Fees Committee Meeting; the **motion was seconded** by Commissioner Posch and was passed by unanimous voice vote. The committee meeting was adjourned at 2:37 p.m.

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

**DuPAGE AIRPORT AUTHORITY
FINANCE, BUDGET AND AUDIT COMMITTEE
WEDNESDAY, NOVEMBER 14, 2018**

A meeting of the Finance, Budget and Audit Committee of the DuPage Airport Authority Board of Commissioners was convened at Prairie Landing Golf Club, 2325 Longest Drive, West Chicago, Illinois on Wednesday, November 14, 2018. Committee Chairman Ledonne called the Meeting to order at 2:01 p.m. and a quorum was present for the meeting.

Commissioners Present: Donnelly, Ledonne, Posch, Wagner.

Commissioners Absent: Sharp

DuPage Airport Authority Staff Present:

Executive Director David Bird; Patrick Hoard, Director of Finance & Administration and Prairie Landing Golf Club; Mark Doles, Director of Aviation Facilities & Properties; Dan Barna, Operations and Capital Program Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others:

Michael Vonic, Jacobs-CH2M

OLD BUSINESS

None

NEW BUSINESS

REVIEW OF FINANCIAL STATEMENTS

Patrick Hoard summarized the financial statements for October 2018. Discussion followed.

Committee Chairman Ledonne informed the Committee that he along with Board Chairman Davis, Executive Director Bird, Patrick Hoard and Mark Doles attended a recent DuPage County Board Meeting. DuPage County Board Chairman Cronin presented the Airport Authority a *Proclamation of Commendation* for receiving an Award from the Government Finance Officers Association (GFOA) for Excellence in Budgeting. Committee Chairman Ledonne read this Proclamation of Commendation into the record and a copy is included as an attachment to these minutes. Staff was congratulated for the recognition.

Proposed Ordinance 2018-329; Adopting the Tentative Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019. A **MOTION** was made by Commissioner Posch to recommend Board approval of Proposed Ordinance 2018-329; Adopting the Tentative Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019. The **motion was seconded** by Commissioner Wagner.

Mr. Hoard stated this final Tentative Budget and Appropriations document reflects two changes that were made from the Special Finance Committee Meeting in October: \$500,000 abatement has been included and a decrease in group insurance costs resulting in a \$40,000 savings. Discussion followed. The **motion was passed** by roll call vote (4 -0).

Proposed Ordinance 2018-330; An Ordinance of the DuPage Airport Authority Levying Taxes for the Fiscal Year Beginning January 1, 2018 and ending December 31, 2018.

A **MOTION** was made by Commissioner Wagner to recommend Board approval of Proposed Ordinance 2018-330; An Ordinance of the DuPage Airport Authority Levying Taxes for the Fiscal Year Beginning January 1, 2018 and ending December 31, 2018. The **motion was seconded** by Commissioner Donnelly.

Mr. Hoard stated the Airport Authority has levied taxes in the same amount since 2012 and this Ordinance authorizes the Airport Authority to levy taxes in 2018 to be collected in 2019. An abatement of \$50,000 has been included in the 2019 Budget and Appropriations which will be presented for passage at the March 2019 Board Meeting. Committee Chairman Ledonne stated the Airport Authority has the ability under State Statute to change the amount levied each year by certain percentages. He asked staff to provide, at the January meeting, a report quantifying the amount the Airport Authority has abated and the amount that would be authorized but has not been collected from the period of 2012 to present. Discussion followed. The **motion was passed** by roll call vote (5-0).

Proposed Resolution 2018-2214; Award of a Master Agreement to Gary Spielman Plumbing for On-Call Plumbing Repair Services.

Approves a two-year Master Agreement for as-needed on-call plumbing repairs. Annual cost not-to-exceed \$25,000 or \$5,000 per project.

A **MOTION** was made by Commissioner Donnelly to recommend Board approval of Proposed Resolution 2018-2214; Award of a Master Agreement to Gary Spielman Plumbing for On-Call Plumbing Repair Services. The **motion was seconded** by Commissioner Wagner.

Dan Barna advised this Resolution authorized a two-year agreement; the existing Master Agreement expires on December 1, 2018. He continued that two bids were received, and Gary Spielman Plumbing is recommended for award of this agreement. Mr. Barna reviewed the costs associated and recommended approval. The **motion was passed** by roll call vote (5-0).

OTHER BUSINESS

None

A **MOTION** was made by Commissioner Donnelly to adjourn the Finance, Budget and Audit Committee; the **motion was seconded** by Commissioner Posch and was passed unanimously by voice vote. The meeting adjourned at 2:15 p.m.

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

**DuPAGE AIRPORT AUTHORITY
GOLF COMMITTEE
Wednesday, November 14, 2018**

The Golf Committee Meeting was convened at Prairie Landing Golf Club, 2325 Longest Drive, West Chicago, Illinois on Wednesday, November 14, 2018. Committee Chairman Donnelly called the meeting to order at 1:30 p.m. and a quorum was present for the meeting.

Commissioners Present: Donnelly, Getz, Ledonne
Commissioners LaMantia and Wagner also joined the committee meeting.

Commissioners Absent: None

DuPage Airport Authority Staff Present: Executive Director David Bird; Mark Doles, Director of Aviation Facilities and Properties; Patrick Hoard, Director of Finance and Prairie Landing Golf Club; Dan Barna, Operations and Capital Programs Manager; Pamela Miller, Executive Assistant and Board Liaison.

Others in Attendance:
NONE

NEW BUSINESS

Director's Report.

Patrick Hoard discussed the October financials for Prairie Landing Golf Club. Discussion followed.

Proposed Resolution 2018-2213; Authorizing the Execution of Service Order No. 3 with Wight & Company for Professional Consulting Services Associated with Construction Plans for the Prairie Landing Clubhouse Bar Addition.

Approves the development of construction plans and specifications related to the Prairie landing Bar addition. Fixed Fee of \$64,000.

A **MOTION** was made by Commissioner Getz to recommend Board approval of Proposed Resolution 2018-2213; Authorizing the Execution of Service Order No. 3 with Wight & Company for Professional Consulting Services Associated with Construction Plans for the Prairie Landing Clubhouse Bar Addition. The **motion was seconded** by Commissioner Ledonne.

Mr. Hoard reviewed the Committee's previous recommendation for renovations for a bar/lounge addition at the Prairie Landing Clubhouse as shown in Option #2 of these plans. This Proposed Resolution authorizes Wight and Company to develop plans and specifications related to the construction of this addition. He reviewed the scope of this Service Order with Wight and Company and the costs associated. Committee members left the meeting room to walk through the clubhouse area to review the proposed renovations. Upon their return to the meeting room, discussion continued and staff recommended approval. The **motion was passed** by roll call vote (3-0).

A **MOTION** was made by Commissioner Ledonne to adjourn the Golf Committee Meeting and Commissioner Getz **seconded the motion**. The motion was unanimously passed by roll call vote (3-0) and was adjourned at 1:55 p.m.

Charles E. Donnelly
Committee Chairman



MONTHLY STATISTICS

December 2018

	<u>Dec. '18</u>	<u>Dec. '17</u>	<u>'18 vs. '17</u>	<u>Dec. Percent Change</u>	<u>YTD 2018</u>	<u>YTD 2017</u>	<u>'18 vs. '17</u>	<u>Percent Change</u>
FUEL								
100LL	15,207	13,832	1,375	9.9%	220,721	213,164	7,557	3.5%
Jet A	186,971	193,986	(7,015)	-3.6%	2,323,254	2,415,550	(92,296)	-3.8%
Total Gallons	202,178	207,818	(5,640)	-2.7%	2,543,975	2,628,714	(84,739)	-3.2%



DUPAGE AIRPORT AUTHORITY

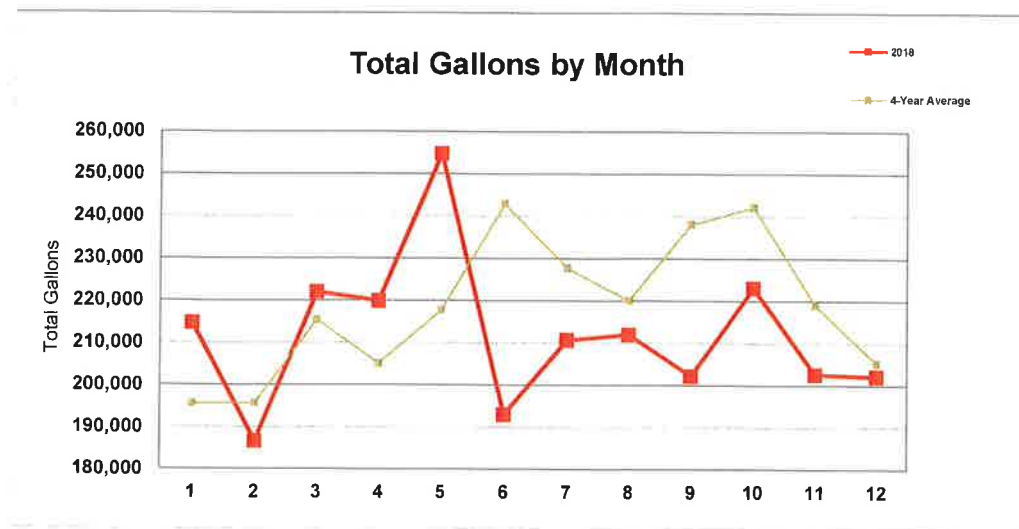
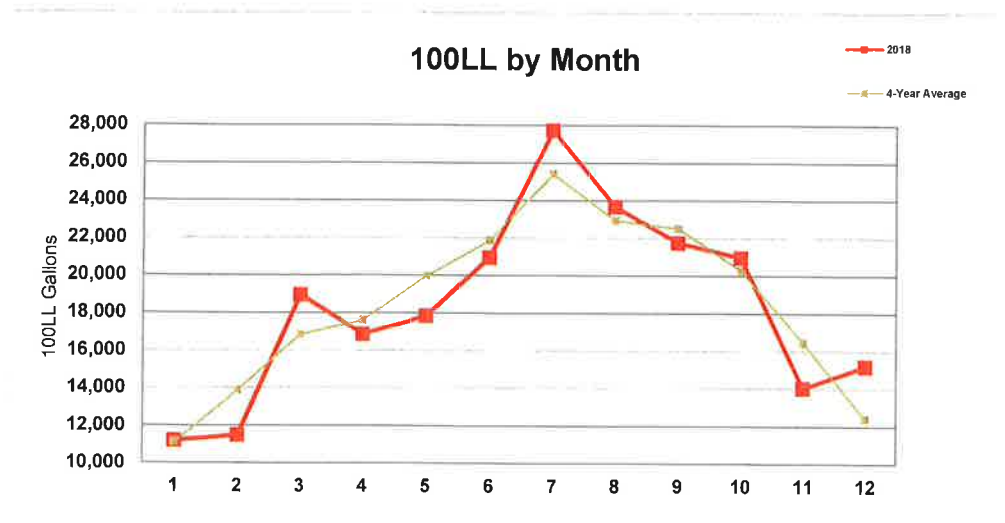
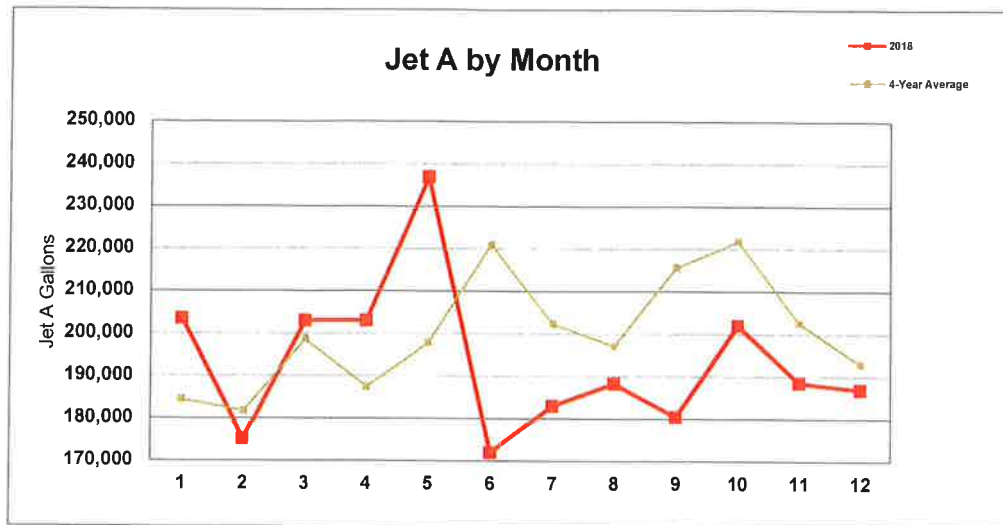
MONTHLY STATISTICS

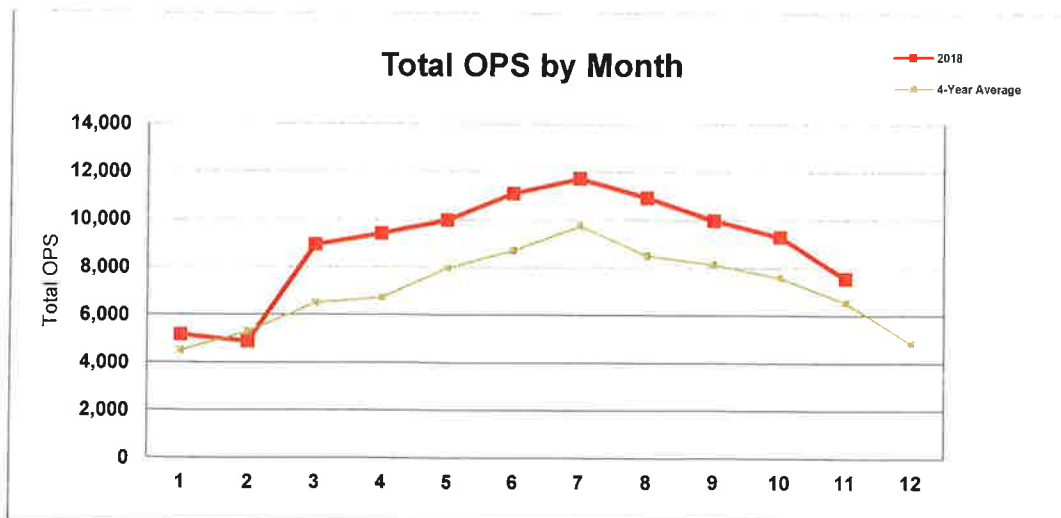
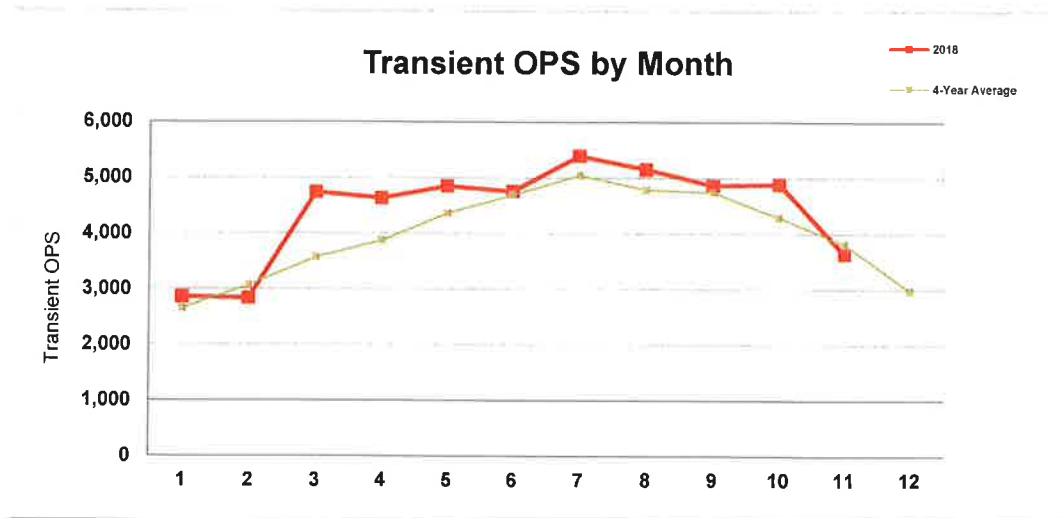
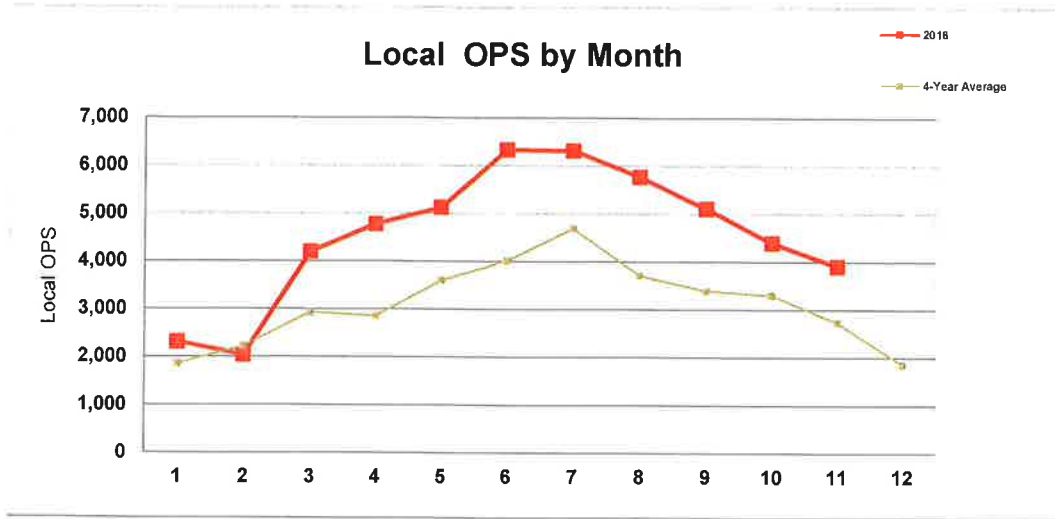
November 2018

	Nov. '18	Nov. '17	'18 vs. '17	Nov. Percent Change	YTD 2018	YTD 2017	'18 vs. '17	Percent Change
FUEL								
100LL	14,042	17,449	(3,407)	-19.5%	205,514	199,332	6,182	3.1%
Jet A	188,580	205,370	(16,790)	-8.2%	2,136,283	2,221,564	(85,281)	-3.8%
Total Gallons	202,622	222,819	(20,197)	-9.1%	2,341,797	2,420,896	(79,099)	-3.3%
OPERATIONS								
Local	3,911	3,536	375	10.6%	50,311	42,217	8,094	19.2%
Itinerant	3,638	3,843	(205)	-5.3%	48,652	43,612	5,040	11.6%
Total Ops	7,549	7,379	170	2.3%	98,963	85,829	13,134	15.3%

REGIONAL OPS

	Nov. '18	Nov. '17	'18 vs. '17	Nov. Percent Change	YTD 2018	YTD 2017	'18 vs. '17	Percent Change
Total OPS								
DuPAGE	7,549	7,379	170	2.3%	98,963	85,829	13,134	15.3%
Palwaukee	5,629	5,899	(270)	-4.6%	73,590	70,627	2,963	4.2%
Aurora	4,797	3,439	1,358	39.5%	49,873	42,444	7,429	17.5%
Waukegan	3,661	3,026	635	21.0%	38,528	38,737	(209)	-0.5%
State of Illinois	152,206	153,784	(1,578)	-1.0%	1,753,936	1,742,700	11,236	0.6%
Teterboro	15,852	16,496	(644)	-3.9%	160,538	163,932	(3,394)	-2.1%
Van Nuys	18,564	20,719	(2,155)	-10.4%	236,407	206,453	29,954	14.5%
Centennial	25,964	27,178	(1,214)	-4.5%	310,761	300,404	10,357	3.4%
Local OPS								
DuPAGE	3,911	3,536	375	10.6%	50,311	42,217	8,094	19.2%
Palwaukee	1,329	1,374	(45)	-3.3%	18,985	18,115	870	4.8%
Aurora	2,927	1,534	1,393	90.8%	25,263	19,917	5,346	26.8%
Waukegan	1,584	1,060	524	49.4%	13,066	11,883	1,183	10.0%
State of Illinois	28,323	27,292	1,031	3.8%	309,999	319,876	(9,877)	-3.1%
Teterboro	0	0	0		0	0	0	
Van Nuys	6,135	7,231	(1,096)	-15.2%	83,380	67,732	15,648	23.1%
Centennial	12,810	12,848	(38)	-0.3%	151,122	141,985	9,137	6.4%
Itinerant OPS								
DuPAGE	3,638	3,843	(205)	-5.3%	48,652	43,612	5,040	11.6%
Palwaukee	4,300	4,525	(225)	-5.0%	54,605	52,512	2,093	4.0%
Aurora	1,870	1,905	(35)	-1.8%	24,610	22,527	2,083	9.2%
Waukegan	2,077	1,966	111	5.6%	25,462	26,854	(1,392)	-5.2%
State of Illinois	123,883	126,492	(2,609)	-2.1%	1,443,937	1,422,824	21,113	1.5%
Teterboro	15,852	16,496	(644)	-3.9%	160,538	163,932	(3,394)	-2.1%
Van Nuys	12,429	13,488	(1,059)	-7.9%	153,027	138,721	14,306	10.3%
Centennial	13,154	14,330	(1,176)	-8.2%	159,639	158,419	1,220	0.8%







DUPAGE AIRPORT AUTHORITY

12/31/2018

**FINANCIALS
PRE-AUDIT
COMMISSIONERS**

YTD FINANCIAL SUMMARY

DuPage Airport Authority

December 2018

KEY METRICS

OPERATING REVENUES \$17,641,080 	OPERATING EXPENSES \$17,208,315 	OPERATING PROFIT \$432,766 	NET PROFIT \$9,469,759 	CAPITAL PROGRAM COSTS (\$828,250) 
CASH \$24,153,238 	NET POSITION \$179,044,556 	ACCOUNTS RECEIVABLE \$460,767 	ACCOUNTS PAYABLE \$440,170 	DEPRECIATION \$7,036,215 

YTD SUMMARY - BY OPERATION

DuPage Airport Authority

YTD December 2018

	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	\$3,476,852	\$3,585,402	\$108,550	\$10,370,504	\$11,687,347	\$1,316,843	\$2,578,115	\$2,368,331	-\$209,784
Operating Expenses	\$6,754,090	\$6,689,732	-\$64,358	\$7,348,370	\$8,448,890	\$1,100,520	\$2,280,352	\$2,069,692	-\$210,660
Operating Profit	-\$3,277,238	-\$3,104,330	\$172,908	\$3,022,134	\$3,238,457	\$216,323	\$297,763	\$298,639	\$876
NON-OPERATING									
Non-Operating Revenues	\$6,317,930	\$17,137,052	\$10,819,122	\$0	\$0	\$0	\$0	\$0	\$0
Non-Operating Expenses	\$219,000	\$199,379	-\$19,621	\$0	\$0	\$0	\$246,324	\$242,308	-\$4,016
Non-Operating Profit	\$6,098,930	\$16,937,673	\$10,838,743	\$0	\$0	\$0	-\$246,324	-\$242,308	\$4,016
Net Profit (Loss) Excluding Depreciation & Major Maintenance	\$2,821,692	\$13,833,343	\$11,011,651	\$3,022,134	\$3,238,457	\$216,323	\$51,439	\$56,331	\$4,892
Depreciation Expense	\$7,058,040	\$7,007,979	-\$50,061	\$15,192	\$15,192	\$0	\$13,044	\$13,043	-\$1
Major Maintenance	\$914,539	\$441,784	-\$472,755	\$0	\$0	\$0	\$289,225	\$180,372	-\$108,853
Net Profit (Loss)	-\$5,150,887	\$6,383,579	\$11,534,466	\$3,006,942	\$3,223,265	\$216,323	-\$250,830	-\$137,085	\$113,745

YTD SUMMARY - TOTAL OPERATIONS

DuPage Airport Authority
YTD December 2018

	YTD Budget	YTD Actual	Actual vs. Budget
<u>OPERATING</u>			
Operating Revenues	\$16,425,471	\$17,641,080	\$1,215,609
Operating Expenses	\$16,382,812	\$17,208,315	\$825,503
Operating Profit	\$42,659	\$432,766	\$390,107
<u>NON-OPERATING REVENUES</u>			
Miscellaneous Taxes	\$60,000	\$53,644	-\$6,356
Property Taxes/Abatements	\$6,038,000	\$6,032,774	-\$5,226
Federal & State Grants	\$174,930	\$854,720	\$679,790
Investment Income	\$15,000	\$87,073	\$72,073
Unrealized Gain (Loss) from Investments	\$0	\$0	\$0
Gain (Loss) on Sale of Fixed Assets	\$30,000	\$10,108,842	\$10,078,842
Total Non-Operating Revenues	\$6,317,930	\$17,137,052	\$10,819,122
<u>NON-OPERATING EXPENSES</u>			
Property Tax (DAA)	\$219,000	\$199,379	-\$19,621
Property Tax (PLGC)	\$246,324	\$242,308	-\$4,016
Total Non-Operating Expenses	\$465,324	\$441,687	-\$23,637
Non-Operating Profit	\$5,852,606	\$16,695,365	\$10,842,759
Net Profit (Loss) Excluding Depreciation & Major Maintenance	\$5,895,265	\$17,128,131	\$11,232,866
Depreciation Expense	\$7,086,276	\$7,036,215	-\$50,061
Major Maintenance	\$1,203,764	\$622,157	-\$581,607
Net Profit (Loss)	-\$2,394,775	\$9,469,759	\$11,864,534
Total YTD Revenues	\$22,743,401	\$34,778,133	\$12,034,732
Total YTD Expenditures	\$16,848,136	\$17,650,002	\$801,866
Capital Development Programs	\$4,902,537	\$2,656,708	-\$2,245,829
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 December 31, 2018

CURRENT ASSETS

Cash & Cash Equivalents	6,654,200
Cash & Cash Equivalents - Designated	3,499,038
Cash & Cash Equivalents - Restricted	-
Investments	-
Investments - Restricted	14,000,000
Investments - Designated	-
Receivables	
Property Taxes	6,025,053
Accounts	460,767
Accrued Interest	-
Long-term Note Receivable, Current Portion	24,915
Prepaid Expenses	483,705
Inventories	256,838

Total Current Assets	<u>31,404,516</u>
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NONCURRENT ASSETS

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

Total Noncurrent Assets	<u>-</u>
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Capital Assets

Not Being Depreciated	71,323,536
Being Depreciated	284,279,071
Less Accumulated Depreciation	(198,398,918)

Net Capital Assets	<u>157,203,689</u>
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DEFERRED OUTFLOWS OF RESOURCES

Pension Items - IMRF	1,389,795
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Total Deferred Outflows of Resources	<u>1,389,795</u>
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Total Noncurrent Assets	<u>158,593,484</u>
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Total Assets	<u>189,998,000</u>
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**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF NET POSITION

For the Period Ended December 31, 2018

CURRENT LIABILITIES

Accounts Payable	440,170
Retainage Payable	-
Accrued Liabilities	707,895
Compensated Absences, Current Portion	89,937
Customer Deposits and Advances	292,544
Security Deposits	148,537
Unearned Revenue	124,795

Total Current Liabilities	<u>1,803,879</u>
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NONCURRENT LIABILITIES

Unearned Revenue	1,279,146
Advance from Other Subfunds	-
Net Pension Liability - IMRF	1,409,254
Compensated Absences, Net of Current Portion	359,749

Total Noncurrent Liabilities	<u>3,048,149</u>
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Total Liabilities	<u>4,852,028</u>
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DEFERRED INFLOWS OF RESOURCES

Deferred Revenue - Property Taxes	6,025,052
Pension Items - IMRF	76,364

Total Deferred Inflows of Resources	<u>6,101,416</u>
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Total Liabilities and Deferred Inflows of Resources	<u>10,953,444</u>
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NET POSITION

Net Investment in Capital Assets	157,059,418
Restricted for Aeronautical Purposes	14,000,000
Unrestricted	7,985,139

Total Net Position	<u>179,044,556</u>
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TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	<u><u>189,998,000</u></u>
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**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended December 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers and users	17,551,827
Payments to suppliers	(12,857,280)
Payments to and on behalf of employees	<u>(5,901,313)</u>
Net cash from operating activities	<u>(1,206,767)</u>

**CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES**

Non-operating revenues - property taxes	6,032,774
Non-operating revenues - replacement taxes	<u>53,644</u>
Net cash from noncapital financing activities	<u>6,086,417</u>

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

Grant monies received	243,102
Acquisition and construction of capital assets	1,103,690
Gain (Loss) from sale of capital assets	<u>10,108,842</u>
Net cash from capital and related financing activities	<u>11,455,634</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Net change in investments	(14,000,000)
Investment income	<u>87,073</u>
Net cash from investing activities	<u>(13,912,927)</u>

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	2,422,358
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CASH AND CASH EQUIVALENTS, JANUARY 1	7,730,879
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CASH AND CASH EQUIVALENTS, DECEMBER 31	10,153,238
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PRESENTED AS

Cash and cash equivalents	10,153,238
Cash and cash equivalents - restricted	<u>-</u>
Total cash and cash equivalents	<u><u>10,153,238</u></u>

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended December 31, 2018

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

Operating income (loss)	(7,808,082)
Adjustments to reconcile operating income (loss) to net cash from operating activities	
Depreciation	7,036,215
Miscellaneous income	140,789
Changes in assets and liabilities	
Accounts receivable	(11,729)
Note receivable	-
Prepaid expenses	(2,960)
Inventories	(14,915)
Accounts payable	(470,619)
Accrued liabilities	48,177
Compensated absences	(1,269)
Net pension liability - IMRF	-
Pension items - IMRF	-
Customer deposits and advances	47,737
Security deposits	(45,315)
Unearned revenue	(124,795)
NET CASH FROM OPERATING ACTIVITIES	(1,206,767)

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

Contributions	611,618
Capital asset additions in accounts payable and retainage payable	-
Change in the fair value of investments	-

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

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

For the Period Ended December 31, 2018

	Airport Operations	Dupage Flight Center	Prairie Landing Golf Course	Total
OPERATING REVENUES				
Aircraft Storage	2,708,413	344,923	-	3,053,336
Leases, Commissions, Fees	751,327	-	-	751,327
Golf Course Operations	-	-	2,431,678	2,431,678
Line Service	-	11,335,666	-	11,335,666
Total Operating Revenues	3,459,739	11,680,589	2,431,678	17,572,006
OPERATING EXPENSES				
Direct Costs				
Airport Operations	4,713,903	-	-	4,713,903
Golf Course Operations	-	-	1,937,105	1,937,105
Line Service	-	6,858,295	-	6,858,295
General and Administrative				
Salaries and Benefits	1,562,356	1,399,539	98,874	3,060,768
Utilities	-	12,666	68,034	80,700
Office Expense	39,837	41,945	97,284	179,067
Insurance	47,590	87,275	59,724	194,589
Professional Services	306,271	-	1,193	307,464
Postage	5,565	-	4,218	9,783
Real Estate Tax	199,379	-	242,308	441,687
Advertising and Promotions	78,863	45,665	55,348	179,876
Miscellaneous	377,131	3,505	-	380,636
Total Operating Expenses	7,330,896	8,448,890	2,564,087	18,343,873
OPERATING INCOME (LOSS) BEFORE DEPRECIATION	(3,871,157)	3,231,698	(132,409)	(771,867)
Depreciation	7,007,979	15,192	13,043	7,036,215
OPERATING INCOME (LOSS)	(10,879,136)	3,216,506	(145,452)	(7,808,082)
NON-OPERATING REVENUES (EXPENSES)				
Property Taxes	6,032,774	-	-	6,032,774
Personal Property Replacement Tax	53,644	-	-	53,644
Investment Income	87,073	-	-	87,073
Miscellaneous Income	125,663	6,759	8,367	140,789
Gain (Loss) on Disposal of Capital Assets	10,108,842	-	-	10,108,842
Total Non-Operating Revenues (Expenses)	16,407,996	6,759	8,367	16,423,121
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRANSFERS	5,528,859	3,223,265	(137,085)	8,615,039
Contributions	854,720	-	-	854,720
Transfers In (Out)	(180,372)	-	180,372	-
CHANGE IN NET POSITION	6,203,207	3,223,265	43,288	9,469,759
NET POSITION, JANUARY 1	156,363,929	14,638,876	(1,428,008)	169,574,797
NET POSITION, DECEMBER 31	162,567,136	17,862,141	(1,384,721)	179,044,556

Total DuPage Airport Authority

STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 12/31/2018

REVENUES	Month				YTD				2018 Annual				Month				YTD			
	Actual		Budget		Variance		2018		2017		Variance		2018		2017		2018		2017	
Airport Operations	\$ 280,972	\$ 284,980	\$ (4,008)	\$ 3,476,852	\$ 108,550	\$ 3,585,402	\$ 3,476,852	\$ 280,972	\$ 296,508	\$ (15,536)	\$ 3,585,402	\$ 3,671,966	\$ 280,972	\$ 296,508	\$ (15,536)	\$ 3,585,402	\$ 3,671,966	\$ 280,972	\$ 296,508	\$ (15,536)
Prairie Landing Golf Club	\$ 34,287	\$ 20,925	\$ 13,362	\$ 2,578,115	\$ (209,784)	\$ 2,368,331	\$ 2,578,115	\$ 34,287	\$ 54,706	\$ (20,418)	\$ 2,368,331	\$ 2,289,565	\$ 34,287	\$ 54,706	\$ (20,418)	\$ 2,368,331	\$ 2,289,565	\$ 34,287	\$ 54,706	\$ (20,418)
DuPage Flight Center	\$ 900,164	\$ 863,831	\$ 36,333	\$ 11,687,347	\$ 10,370,504	\$ 1,316,843	\$ 11,687,347	\$ 900,164	\$ 859,842	\$ 40,323	\$ 11,687,347	\$ 10,454,221	\$ 900,164	\$ 859,842	\$ 40,323	\$ 11,687,347	\$ 10,454,221	\$ 900,164	\$ 859,842	\$ 40,323
Total Revenues	\$ 1,215,424	\$ 1,169,736	\$ 45,688	\$ 17,641,080	\$ 16,425,471	\$ 1,215,609	\$ 17,641,080	\$ 1,215,424	\$ 1,211,055	\$ 4,369	\$ 17,641,080	\$ 16,415,752	\$ 1,215,424	\$ 1,211,055	\$ 4,369	\$ 17,641,080	\$ 16,415,752	\$ 1,215,424	\$ 1,211,055	\$ 4,369
OPERATING EXPENSES																				
Airport Operations	\$ 388,603	\$ 371,608	\$ 16,995	\$ 3,878,960	\$ (166,789)	\$ 3,712,171	\$ 3,878,960	\$ 388,603	\$ 542,762	\$ (154,159)	\$ 3,712,171	\$ 3,733,946	\$ 388,603	\$ 542,762	\$ (154,159)	\$ 3,712,171	\$ 3,733,946	\$ 388,603	\$ 542,762	\$ (154,159)
Prairie Landing Golf Club	\$ 85,624	\$ 92,415	\$ (6,791)	\$ 1,840,222	\$ (185,451)	\$ 1,654,771	\$ 1,840,222	\$ 85,624	\$ 184,650	\$ (99,026)	\$ 1,654,771	\$ 1,738,902	\$ 85,624	\$ 184,650	\$ (99,026)	\$ 1,654,771	\$ 1,738,902	\$ 85,624	\$ 184,650	\$ (99,026)
DuPage Flight Center	\$ 484,033	\$ 472,772	\$ 11,261	\$ 5,667,943	\$ 1,145,177	\$ 6,813,120	\$ 5,667,943	\$ 484,033	\$ 501,872	\$ (17,839)	\$ 6,813,120	\$ 5,738,930	\$ 484,033	\$ 501,872	\$ (17,839)	\$ 6,813,120	\$ 5,738,930	\$ 484,033	\$ 501,872	\$ (17,839)
Total Cost of Sales	\$ 958,259	\$ 936,795	\$ 21,464	\$ 11,387,125	\$ 792,937	\$ 12,180,062	\$ 11,387,125	\$ 958,259	\$ 1,229,284	\$ (271,025)	\$ 12,180,062	\$ 11,211,778	\$ 958,259	\$ 1,229,284	\$ (271,025)	\$ 12,180,062	\$ 11,211,778	\$ 958,259	\$ 1,229,284	\$ (271,025)
Gross Profit/(Loss)	\$ 257,165	\$ 232,941	\$ 24,224	\$ 5,038,346	\$ 422,673	\$ 5,461,019	\$ 5,038,346	\$ 257,165	\$ (18,229)	\$ 275,394	\$ 5,461,019	\$ 5,203,975	\$ 257,165	\$ (18,229)	\$ 275,394	\$ 5,461,019	\$ 5,203,975	\$ 257,165	\$ (18,229)	\$ 275,394
GENERAL AND ADMINISTRATIVE																				
Airport Operations	\$ 236,818	\$ 252,965	\$ (16,147)	\$ 2,875,130	\$ 102,431	\$ 2,977,561	\$ 2,875,130	\$ 236,818	\$ 488,224	\$ (251,406)	\$ 2,977,561	\$ 2,989,749	\$ 236,818	\$ 488,224	\$ (251,406)	\$ 2,977,561	\$ 2,989,749	\$ 236,818	\$ 488,224	\$ (251,406)
Prairie Landing Golf Club	\$ 28,447	\$ 40,668	\$ (12,221)	\$ 440,130	\$ (25,209)	\$ 414,921	\$ 440,130	\$ 28,447	\$ 47,716	\$ (19,270)	\$ 414,921	\$ 414,981	\$ 28,447	\$ 47,716	\$ (19,270)	\$ 414,921	\$ 414,981	\$ 28,447	\$ 47,716	\$ (19,270)
DuPage Flight Center	\$ 151,126	\$ 159,437	\$ (8,311)	\$ 1,680,427	\$ (44,657)	\$ 1,635,770	\$ 1,680,427	\$ 151,126	\$ 276,912	\$ (125,786)	\$ 1,635,770	\$ 1,705,554	\$ 151,126	\$ 276,912	\$ (125,786)	\$ 1,635,770	\$ 1,705,554	\$ 151,126	\$ 276,912	\$ (125,786)
Total G&A Costs	\$ 416,390	\$ 453,070	\$ (36,680)	\$ 4,995,687	\$ 32,566	\$ 5,028,253	\$ 4,995,687	\$ 416,390	\$ 812,852	\$ (396,462)	\$ 5,028,253	\$ 5,110,285	\$ 416,390	\$ 812,852	\$ (396,462)	\$ 5,028,253	\$ 5,110,285	\$ 416,390	\$ 812,852	\$ (396,462)
Operating Income/(Loss)	\$ (159,225)	\$ (220,129)	\$ 60,904	\$ 42,659	\$ 390,107	\$ 432,766	\$ 42,659	\$ (159,225)	\$ (831,081)	\$ 671,855	\$ 432,766	\$ 93,690	\$ (159,225)	\$ (831,081)	\$ 671,855	\$ 432,766	\$ 93,690	\$ (159,225)	\$ (831,081)	\$ 671,855
NON-OPERATING REVENUES/(EXPENSES)																				
Property and Other Tax Revenue	\$ 54,683	\$ 77,919	\$ (23,236)	\$ 6,098,000	\$ (11,583)	\$ 6,086,417	\$ 6,098,000	\$ 54,683	\$ 61,052	\$ (6,370)	\$ 6,086,417	\$ 6,109,374	\$ 54,683	\$ 61,052	\$ (6,370)	\$ 6,086,417	\$ 6,109,374	\$ 54,683	\$ 61,052	\$ (6,370)
Property Tax Expenses	\$ (37,098)	\$ (38,777)	\$ 1,679	\$ (465,324)	\$ 23,637	\$ (441,687)	\$ (465,324)	\$ (37,098)	\$ (38,116)	\$ 1,019	\$ (441,687)	\$ (452,934)	\$ (37,098)	\$ (38,116)	\$ 1,019	\$ (441,687)	\$ (452,934)	\$ (37,098)	\$ (38,116)	\$ 1,019
Federal & State Grants	\$ -	\$ 174,930	\$ (174,930)	\$ 174,930	\$ 679,790	\$ 854,720	\$ 174,930	\$ -	\$ 3,390	\$ 4,038	\$ 854,720	\$ 666,869	\$ -	\$ 3,390	\$ 4,038	\$ 854,720	\$ 666,869	\$ -	\$ 3,390	\$ 4,038
Investment Income	\$ 7,429	\$ 1,250	\$ 6,179	\$ 15,000	\$ 72,073	\$ 87,073	\$ 15,000	\$ 7,429	\$ -	\$ -	\$ 87,073	\$ 36,036	\$ 7,429	\$ -	\$ -	\$ 87,073	\$ 36,036	\$ 7,429	\$ -	\$ -
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ 2,500	\$ (2,500)	\$ 30,000	\$ 10,078,842	\$ 10,108,842	\$ 30,000	\$ -	\$ -	\$ -	\$ 10,108,842	\$ 422,856	\$ -	\$ -	\$ -	\$ 10,108,842	\$ 422,856	\$ -	\$ -	\$ -
Total Non-Operating Revenues/(Expenses)	\$ 25,014	\$ 217,822	\$ (192,808)	\$ 5,852,606	\$ 10,842,759	\$ 16,695,365	\$ 5,852,606	\$ 25,014	\$ 26,326	\$ (1,313)	\$ 16,695,365	\$ 6,782,166	\$ 25,014	\$ 26,326	\$ (1,313)	\$ 16,695,365	\$ 6,782,166	\$ 25,014	\$ 26,326	\$ (1,313)
Net Income/(Loss) before Depreciation	\$ (134,212)	\$ (2,307)	\$ (131,905)	\$ 5,895,265	\$ 11,232,866	\$ 17,128,131	\$ 5,895,265	\$ (134,212)	\$ (804,755)	\$ 670,543	\$ 17,128,131	\$ 6,875,856	\$ (134,212)	\$ (804,755)	\$ 670,543	\$ 17,128,131	\$ 6,875,856	\$ (134,212)	\$ (804,755)	\$ 670,543
Depreciation	\$ 577,748	\$ 590,523	\$ (12,775)	\$ 7,086,276	\$ (50,061)	\$ 7,036,215	\$ 7,086,276	\$ 577,748	\$ 683,500	\$ (105,752)	\$ 7,036,215	\$ 6,973,238	\$ 577,748	\$ 683,500	\$ (105,752)	\$ 7,036,215	\$ 6,973,238	\$ 577,748	\$ 683,500	\$ (105,752)
Net Income/(Loss) after Depreciation	\$ (711,960)	\$ (592,830)	\$ (119,130)	\$ (1,191,011)	\$ 11,282,927	\$ 10,091,916	\$ (1,191,011)	\$ (711,960)	\$ (1,488,255)	\$ 776,295	\$ 10,091,916	\$ (97,382)	\$ (711,960)	\$ (1,488,255)	\$ 776,295	\$ 10,091,916	\$ (97,382)	\$ (711,960)	\$ (1,488,255)	\$ 776,295
Major Maintenance	\$ 26,336	\$ 120,000	\$ (93,664)	\$ 1,203,764	\$ (581,607)	\$ 622,157	\$ 1,203,764	\$ 26,336	\$ 72,076	\$ (45,740)	\$ 622,157	\$ 276,782	\$ 26,336	\$ 72,076	\$ (45,740)	\$ 622,157	\$ 276,782	\$ 26,336	\$ 72,076	\$ (45,740)
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ (738,296)	\$ (712,830)	\$ (25,466)	\$ (2,394,775)	\$ 11,864,534	\$ 9,469,759	\$ (2,394,775)	\$ (738,296)	\$ (1,560,331)	\$ 822,035	\$ 9,469,759	\$ (374,164)	\$ (738,296)	\$ (1,560,331)	\$ 822,035	\$ 9,469,759	\$ (374,164)	\$ (738,296)	\$ (1,560,331)	\$ 822,035

Airport and Administration

STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 12/31/2018

	Month			YTD			2018 Annual			Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Variance		2018	2017	Variance	2018	2017	Variance
REVENUES															
Administrative	\$ 10,343	\$ 13,088	\$ (2,745)	\$ 267,556	\$ 170,231	\$ 97,325	\$ 170,231	\$ (3,560)	\$	\$ 10,343	\$ 13,904	\$ (3,560)	\$ 267,556	\$ 188,780	\$ 78,775
Field Operations	\$ 23,429	\$ 25,112	\$ (1,683)	\$ 419,153	\$ 412,824	\$ 6,329	\$ 412,824	\$ (30,263)	\$	\$ 23,429	\$ 53,692	\$ (30,263)	\$ 419,153	\$ 806,969	\$ (387,816)
Building Operations	\$ 227,283	\$ 227,058	\$ 225	\$ 2,659,474	\$ 2,657,133	\$ 2,341	\$ 2,657,133	\$ 17,990	\$	\$ 227,283	\$ 209,353	\$ 17,990	\$ 2,659,474	\$ 2,445,025	\$ 214,449
Flight Center	\$ 19,917	\$ 19,722	\$ 195	\$ 239,220	\$ 236,664	\$ 2,556	\$ 236,664	\$ 358	\$	\$ 19,917	\$ 19,559	\$ 358	\$ 239,220	\$ 231,193	\$ 8,027
Total Revenues	\$ 280,972	\$ 284,980	\$ (4,008)	\$ 3,585,402	\$ 3,476,852	\$ 108,550	\$ 3,476,852	\$ (115,536)	\$	\$ 280,972	\$ 296,508	\$ (115,536)	\$ 3,585,402	\$ 3,671,966	\$ (86,564)
OPERATING EXPENSES															
Field Operations	\$ 179,658	\$ 163,630	\$ 16,028	\$ 1,721,607	\$ 1,766,138	\$ (44,531)	\$ 1,766,138	\$ (74,198)	\$	\$ 179,658	\$ 253,856	\$ (74,198)	\$ 1,721,607	\$ 1,704,980	\$ 16,627
Building Operations	\$ 90,027	\$ 98,541	\$ (8,514)	\$ 895,447	\$ 953,030	\$ (57,583)	\$ 953,030	\$ (29,906)	\$	\$ 90,027	\$ 119,933	\$ (29,906)	\$ 895,447	\$ 903,943	\$ (8,497)
Flight Center	\$ 24,197	\$ 25,608	\$ (1,411)	\$ 256,964	\$ 266,696	\$ (9,732)	\$ 266,696	\$ 822	\$	\$ 24,197	\$ 23,375	\$ 822	\$ 256,964	\$ 238,744	\$ 18,220
Shop Equip. Operations	\$ 64,686	\$ 49,142	\$ 15,544	\$ 504,252	\$ 520,170	\$ (15,918)	\$ 520,170	\$ (14,058)	\$	\$ 64,686	\$ 78,744	\$ (14,058)	\$ 504,252	\$ 513,089	\$ (8,837)
Projects & Procurement	\$ 30,035	\$ 34,687	\$ (4,652)	\$ 333,901	\$ 372,926	\$ (39,025)	\$ 372,926	\$ (36,819)	\$	\$ 30,035	\$ 66,855	\$ (36,819)	\$ 333,901	\$ 373,189	\$ (39,288)
Total Cost of Sales	\$ 388,603	\$ 371,608	\$ 16,995	\$ 3,712,171	\$ 3,878,960	\$ (166,789)	\$ 3,878,960	\$ (154,159)	\$	\$ 388,603	\$ 542,762	\$ (154,159)	\$ 3,712,171	\$ 3,733,946	\$ (21,775)
Gross Profit/(Loss)	\$ (107,631)	\$ (86,628)	\$ (21,003)	\$ (126,769)	\$ (402,108)	\$ 275,339	\$ -402,108	\$ 138,624	\$	\$ (107,631)	\$ (246,254)	\$ 138,624	\$ (126,769)	\$ (61,980)	\$ (64,789)
GENERAL AND ADMINISTRATIVE															
Administrative	\$ 182,789	\$ 204,717	\$ (21,928)	\$ 2,468,763	\$ 2,345,591	\$ 123,172	\$ 2,345,591	\$ (224,593)	\$	\$ 182,789	\$ 407,382	\$ (224,593)	\$ 2,468,763	\$ 2,448,224	\$ 20,539
Commissions	\$ 9,172	\$ 8,786	\$ 386	\$ 102,073	\$ 105,432	\$ (3,359)	\$ 105,432	\$ 660	\$	\$ 9,172	\$ 8,511	\$ 660	\$ 102,073	\$ 104,835	\$ (2,762)
Business Dev./Marketing	\$ 9,257	\$ 7,771	\$ 1,486	\$ 74,433	\$ 93,252	\$ (18,819)	\$ 93,252	\$ 4,145	\$	\$ 9,257	\$ 5,111	\$ 4,145	\$ 74,433	\$ 75,650	\$ (1,217)
Accounting	\$ 35,600	\$ 31,691	\$ 3,909	\$ 332,292	\$ 330,855	\$ 1,437	\$ 330,855	\$ (31,619)	\$	\$ 35,600	\$ 67,219	\$ (31,619)	\$ 332,292	\$ 361,040	\$ (28,748)
Total G&A Costs	\$ 236,818	\$ 252,965	\$ (16,147)	\$ 2,977,561	\$ 2,875,130	\$ 102,431	\$ 2,875,130	\$ (251,406)	\$	\$ 236,818	\$ 488,224	\$ (251,406)	\$ 2,977,561	\$ 2,989,749	\$ (12,188)
Operating Income/(Loss)	\$ (344,448)	\$ (339,593)	\$ (4,855)	\$ (3,104,330)	\$ (3,277,238)	\$ 172,908	\$ (3,277,238)	\$ 390,030	\$	\$ (344,448)	\$ (734,478)	\$ 390,030	\$ (3,104,330)	\$ (3,051,729)	\$ (57,601)
NON-OPERATING REVENUES/(EXPENSES)															
Property and Other Tax Revenue	\$ 54,683	\$ 77,919	\$ (23,236)	\$ 6,086,417	\$ 6,098,000	\$ (11,583)	\$ 6,098,000	\$ (6,370)	\$	\$ 54,683	\$ 61,052	\$ (6,370)	\$ 6,086,417	\$ 6,109,374	\$ (22,957)
Property Tax Expenses	\$ (16,739)	\$ (18,250)	\$ 1,511	\$ (199,379)	\$ (219,000)	\$ 19,621	\$ (219,000)	\$ 1,161	\$	\$ (16,739)	\$ (17,900)	\$ 1,161	\$ (199,379)	\$ (217,037)	\$ 17,658
Federal & State Grants	\$ -	\$ 174,930	\$ (174,930)	\$ 854,720	\$ 174,930	\$ 679,790	\$ 174,930	\$ -	\$	\$ -	\$ -	\$ -	\$ 854,720	\$ 686,869	\$ 187,851
Investment Income	\$ 7,429	\$ 1,250	\$ 6,179	\$ 87,073	\$ 15,000	\$ 72,073	\$ 15,000	\$ 4,038	\$	\$ 7,429	\$ 3,390	\$ 4,038	\$ 87,073	\$ 36,036	\$ 51,037
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ 2,500	\$ (2,500)	\$ 10,108,842	\$ 30,000	\$ 10,078,842	\$ 30,000	\$ -	\$	\$ -	\$ -	\$ -	\$ 10,108,842	\$ 422,856	\$ 9,685,986
Total Non-Operating Revenues/(Expenses)	\$ 45,373	\$ 238,349	\$ (192,976)	\$ 16,937,673	\$ 6,098,930	\$ 10,838,743	\$ 6,098,930	\$ (1,170)	\$	\$ 45,373	\$ 46,542	\$ (1,170)	\$ 16,937,673	\$ 7,018,063	\$ 9,919,610
Net Income/(Loss) before Depreciation	\$ (299,076)	\$ (101,244)	\$ (197,832)	\$ 13,833,343	\$ 2,821,692	\$ 11,011,651	\$ 2,821,692	\$ 388,860	\$	\$ (299,076)	\$ (687,936)	\$ 388,860	\$ 13,833,343	\$ 3,966,334	\$ 9,867,009
Depreciation	\$ 575,397	\$ 588,170	\$ (12,773)	\$ 7,007,979	\$ 7,058,040	\$ (50,061)	\$ 7,058,040	\$ (104,174)	\$	\$ 575,397	\$ 679,570	\$ (104,174)	\$ 7,007,979	\$ 6,926,038	\$ 81,942
Net Income/(Loss) after Depreciation	\$ (874,472)	\$ (689,414)	\$ (185,058)	\$ 6,825,364	\$ (4,236,348)	\$ 11,061,712	\$ (4,236,348)	\$ 493,033	\$	\$ (874,472)	\$ (1,367,506)	\$ 493,033	\$ 6,825,364	\$ (2,959,704)	\$ 9,785,067
Major Maintenance	\$ 17,504	\$ 120,000	\$ (102,496)	\$ 441,784	\$ 914,539	\$ (472,755)	\$ 914,539	\$ (54,573)	\$	\$ 17,504	\$ 72,076	\$ (54,573)	\$ 441,784	\$ 182,833	\$ 258,952
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ 180,372	\$ -	\$ 180,372	\$ 180,372	\$ -	\$ 180,372	\$ -	\$ 180,372	\$	\$ 180,372	\$ 93,950	\$ 86,423	\$ 180,372	\$ 93,950	\$ 86,423
Net Income/(Loss)	\$ (1,072,348)	\$ (809,414)	\$ (262,934)	\$ 6,203,207	\$ (5,150,887)	\$ 11,354,094	\$ (5,150,887)	\$ 461,183	\$	\$ (1,072,348)	\$ (1,533,532)	\$ 461,183	\$ 6,203,207	\$ (3,236,486)	\$ 9,439,693

DuPage Flight Center

STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 12/31/2018

For the Month Ending 12/31/2018															
REVENUES	YTD			2018 Annual Budget			Month			YTD					
	Actual	Budget	Variance	Actual	Budget	Variance	2018	2017	Variance	2018	2017	Variance			
Hangar Rentals	\$ 37,009	\$ 19,583	\$ 17,426	\$ 344,923	\$ 234,996	\$ 109,927	\$ 234,996	\$ 43,995	\$ (6,986)	\$ 37,009	\$ 43,995	\$ (6,986)	\$ 344,923	\$ 259,190	\$ 85,733
Ramp Tie Downs & Overnight fees	\$ 1,064	\$ 1,917	\$ (853)	\$ 26,597	\$ 23,004	\$ 3,593	\$ 23,004	\$ 4,121	\$ (3,057)	\$ 1,064	\$ 4,121	\$ (3,057)	\$ 26,597	\$ 32,761	\$ (6,164)
Fuel and Oil Sales	\$ 853,338	\$ 839,871	\$ 13,467	\$ 11,217,638	\$ 10,078,452	\$ 1,139,186	\$ 10,078,452	\$ 843,428	\$ 9,910	\$ 853,338	\$ 843,428	\$ 9,910	\$ 11,217,638	\$ 10,133,961	\$ 1,083,677
Volume Rebate	\$ -	\$ (3,125)	\$ 3,125	\$ -	\$ (37,500)	\$ 37,500	\$ (37,500)	\$ -	\$ (39,110)	\$ -	\$ (39,110)	\$ 39,110	\$ -	\$ (39,110)	\$ 39,110
Line Service Other	\$ 7,450	\$ 3,750	\$ 3,700	\$ 79,058	\$ 45,000	\$ 34,058	\$ 45,000	\$ 5,965	\$ 1,486	\$ 7,450	\$ 5,965	\$ 1,486	\$ 79,058	\$ 43,625	\$ 35,433
Aircraft Catering	\$ 840	\$ 1,500	\$ (660)	\$ 12,372	\$ 18,000	\$ (5,628)	\$ 18,000	\$ 739	\$ 100	\$ 840	\$ 739	\$ 100	\$ 12,372	\$ 16,123	\$ (3,751)
Non Airfield Rent/Lease/Maintenance Revenue	\$ 463	\$ 335	\$ 128	\$ 6,759	\$ 8,552	\$ (1,794)	\$ 8,552	\$ 463	\$ 705	\$ 463	\$ 705	\$ (241)	\$ 6,759	\$ 7,671	\$ (912)
Total Revenue	\$ 900,164	\$ 863,831	\$ 36,333	\$ 11,687,347	\$ 10,370,504	\$ 1,316,843	\$ 10,370,504	\$ 859,842	\$ 40,323	\$ 900,164	\$ 859,842	\$ 40,323	\$ 11,687,347	\$ 10,454,221	\$ 1,233,126
OPERATING EXPENSES															
Fuel and Oil Cost of Sales	\$ 442,734	\$ 433,583	\$ 9,151	\$ 6,320,109	\$ 5,202,996	\$ 1,117,113	\$ 5,202,996	\$ 459,813	\$ (17,079)	\$ 442,734	\$ 459,813	\$ (17,079)	\$ 6,320,109	\$ 5,277,749	\$ 1,042,360
De Ice Cost of Goods	\$ -	\$ 2,083	\$ (2,083)	\$ 18,763	\$ 24,996	\$ (6,233)	\$ 24,996	\$ -	\$ (372)	\$ -	\$ 372	\$ (372)	\$ 18,763	\$ 888	\$ 17,875
Credit Card Expense	\$ 11,537	\$ 10,262	\$ 1,275	\$ 144,004	\$ 123,144	\$ 20,860	\$ 123,144	\$ 11,537	\$ 9,865	\$ 11,537	\$ 9,865	\$ 1,673	\$ 144,004	\$ 127,298	\$ 16,706
Food - COGS	\$ 8,666	\$ 7,211	\$ 1,455	\$ 83,551	\$ 81,211	\$ 2,340	\$ 81,211	\$ 8,666	\$ 9,058	\$ 8,666	\$ 9,058	\$ (392)	\$ 83,551	\$ 76,260	\$ 7,291
Maintenance	\$ 21,096	\$ 19,633	\$ 1,463	\$ 246,693	\$ 235,596	\$ 11,097	\$ 235,596	\$ 21,096	\$ 22,764	\$ 21,096	\$ 22,764	\$ (1,668)	\$ 246,693	\$ 256,734	\$ (10,042)
Total Cost of Sales	\$ 484,033	\$ 472,772	\$ 11,261	\$ 6,813,120	\$ 5,667,943	\$ 1,145,177	\$ 5,667,943	\$ 484,033	\$ 501,872	\$ 484,033	\$ 501,872	\$ (17,839)	\$ 6,813,120	\$ 5,738,930	\$ 1,074,190
Gross Profit/(Loss)															
	\$ 416,132	\$ 391,059	\$ 25,073	\$ 4,874,227	\$ 4,702,561	\$ 171,666	\$ 4,702,561	\$ 416,132	\$ 357,970	\$ 416,132	\$ 357,970	\$ 58,162	\$ 4,874,227	\$ 4,715,292	\$ 158,936
GENERAL AND ADMINISTRATIVE															
Operating Income/(Loss)	\$ 151,126	\$ 159,437	\$ (8,311)	\$ 1,635,770	\$ 1,680,427	\$ (44,657)	\$ 1,680,427	\$ 151,126	\$ 276,912	\$ 151,126	\$ 276,912	\$ (125,786)	\$ 1,635,770	\$ 1,705,554	\$ (69,784)
Net Income/(Loss) before Depreciation	\$ 265,006	\$ 231,622	\$ 33,384	\$ 3,238,457	\$ 3,022,134	\$ 216,323	\$ 3,022,134	\$ 265,006	\$ 81,058	\$ 265,006	\$ 81,058	\$ 183,948	\$ 3,238,457	\$ 3,009,737	\$ 228,719
Depreciation	\$ 1,266	\$ 1,266	\$ (0)	\$ 15,192	\$ 15,192	\$ 0	\$ 15,192	\$ 1,266	\$ 1,266	\$ 1,266	\$ 1,266	\$ -	\$ 15,192	\$ 15,192	\$ -
Net Income/(Loss)	\$ 263,740	\$ 230,356	\$ 33,384	\$ 3,223,265	\$ 3,006,942	\$ 216,323	\$ 3,006,942	\$ 263,740	\$ 79,793	\$ 263,740	\$ 79,793	\$ 183,948	\$ 3,223,265	\$ 2,994,545	\$ 228,719

Prairie Landing Golf Club

STATEMENT OF REVENUES AND EXPENSES
For the Month Ending 12/31/2018

REVENUES	Month				YTD				2018 Annual				Month				YTD			
	Actual		Budget		Variance		Actual		Budget		Variance		2018		2017		2018		2017	
P100 - Golf Administration	\$ 1,144	\$ 200	\$ 944				\$ 8,367	\$ 3,500	\$ 4,867				\$ 1,144	\$ 115	\$ 1,029		\$ 8,367	\$ 2,975	\$ 5,392	
P300 - Golf Operations	\$ 1,589	\$ 2,000	\$ (411)				\$ 1,269,900	\$ 1,431,500	\$ (161,600)				\$ 1,589	\$ 25,856	\$ (25,266)		\$ 1,269,900	\$ 1,335,632	\$ (65,732)	
P400 - Food and Beverage	\$ -	\$ -	\$ -				\$ 249,760	\$ 300,000	\$ (50,240)				\$ -	\$ 844	\$ (844)		\$ 249,760	\$ 261,496	\$ (11,736)	
P500 - Weddings	\$ -	\$ -	\$ -				\$ 417,749	\$ 391,500	\$ 26,249				\$ -	\$ 12,041	\$ (12,041)		\$ 417,749	\$ 288,302	\$ 129,447	
P600 - Private Events	\$ 30,737	\$ 16,425	\$ 14,312				\$ 122,515	\$ 115,015	\$ 7,500				\$ 30,737	\$ 13,823	\$ 16,914		\$ 122,515	\$ 115,514	\$ 7,001	
P700 - Golf Outings	\$ -	\$ -	\$ -				\$ 279,297	\$ 309,000	\$ (29,703)				\$ -	\$ -	\$ -		\$ 279,297	\$ 260,583	\$ 18,715	
P900 - Kitty Hawk Café	\$ 817	\$ 2,300	\$ (1,483)				\$ 20,742	\$ 27,600	\$ (6,858)				\$ 817	\$ 1,027	\$ (210)		\$ 20,742	\$ 25,062	\$ (4,320)	
Total Revenue	\$ 34,287	\$ 20,925	\$ 13,362				\$ 2,368,331	\$ 2,578,115	\$ (209,784)				\$ 34,287	\$ 54,706	\$ (20,418)		\$ 2,368,331	\$ 2,289,565	\$ 78,766	
OPERATING EXPENSES																				
P200 - Golf Maintenance	\$ 43,654	\$ 46,765	\$ (3,111)				\$ 696,016	\$ 774,010	\$ (77,994)				\$ 43,654	\$ 82,892	\$ (39,238)		\$ 696,016	\$ 747,648	\$ (51,632)	
P300 - Golf Operations	\$ 13,539	\$ 13,889	\$ (350)				\$ 316,176	\$ 362,383	\$ (46,207)				\$ 13,539	\$ 25,924	\$ (12,385)		\$ 316,176	\$ 340,147	\$ (23,971)	
P400 - Food and Beverage	\$ 13,798	\$ 9,686	\$ 4,112				\$ 280,037	\$ 312,764	\$ (32,727)				\$ 13,798	\$ 38,826	\$ (23,028)		\$ 280,037	\$ 311,263	\$ (31,226)	
P500 - Weddings	\$ 9,155	\$ 16,161	\$ (7,006)				\$ 288,721	\$ 294,020	\$ (5,299)				\$ 9,155	\$ 31,496	\$ (22,341)		\$ 288,721	\$ 254,161	\$ 34,560	
P600 - Private Events	\$ 6,689	\$ 3,614	\$ 3,075				\$ 24,138	\$ 27,305	\$ (3,167)				\$ 6,689	\$ 3,407	\$ 3,282		\$ 24,138	\$ 25,151	\$ (1,013)	
P700 - Golf Outings	\$ (2,029)	\$ -	\$ (2,029)				\$ 28,940	\$ 42,140	\$ (13,200)				\$ (2,029)	\$ -	\$ (2,029)		\$ 28,940	\$ 32,392	\$ (3,452)	
P900 - Kitty Hawk Café	\$ 817	\$ 2,300	\$ (1,483)				\$ 20,742	\$ 27,600	\$ (6,858)				\$ 817	\$ 4,104	\$ (3,287)		\$ 20,742	\$ 28,139	\$ (7,397)	
Total Cost of Sales	\$ 85,624	\$ 92,415	\$ (6,791)				\$ 1,654,771	\$ 1,840,222	\$ (185,451)				\$ 85,624	\$ 184,650	\$ (99,026)		\$ 1,654,771	\$ 1,738,902	\$ (84,131)	
Gross Profit/(Loss)	\$ (51,336)	\$ (71,490)	\$ 20,154				\$ 713,560	\$ 737,893	\$ (24,333)				\$ (51,336)	\$ (129,945)	\$ 78,608		\$ 713,560	\$ 550,663	\$ 162,897	
GENERAL AND ADMINISTRATIVE																				
Operating Income/(Loss)	\$ 28,447	\$ 40,668	\$ (12,221)				\$ 414,921	\$ 440,130	\$ (25,209)				\$ 28,447	\$ 47,716	\$ (19,270)		\$ 414,921	\$ 414,981	\$ (60)	
NON-OPERATING REVENUES/(EXPENSES)																				
Property Tax Expenses	\$ (20,359)	\$ (20,527)	\$ 168				\$ (242,308)	\$ (246,324)	\$ 4,016				\$ (20,359)	\$ (20,216)	\$ (143)		\$ (242,308)	\$ (235,897)	\$ (6,411)	
Investment Income	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -		\$ -	\$ -	\$ 0	
Gain on Sale of Fixed Assets	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Net Income/(Loss) before Depreciation & Adj.	\$ (100,142)	\$ (132,685)	\$ 32,543				\$ 56,331	\$ 51,439	\$ 4,892				\$ (100,142)	\$ (197,877)	\$ 97,736		\$ 56,331	\$ (100,215)	\$ 156,546	
Depreciation	\$ 1,086	\$ 1,087	\$ (1)				\$ 13,043	\$ 13,044	\$ (1)				\$ 1,086	\$ 2,664	\$ (1,578)		\$ 13,043	\$ 32,009	\$ (18,965)	
Major Maintenance	\$ 8,833	\$ -	\$ 8,833				\$ 180,372	\$ 285,225	\$ (108,853)				\$ 8,833	\$ -	\$ 8,833		\$ 180,372	\$ 93,950	\$ 86,423	
Transfers (In) Out	\$ (180,372)	\$ -	\$ (180,372)				\$ (180,372)	\$ -	\$ (180,372)				\$ (180,372)	\$ (93,950)	\$ (86,423)		\$ (180,372)	\$ (93,950)	\$ (86,423)	
Net Income/(Loss)	\$ 70,312	\$ (133,772)	\$ 204,084				\$ 43,288	\$ (250,830)	\$ 294,118				\$ 70,312	\$ (106,592)	\$ 176,304		\$ 43,288	\$ (132,224)	\$ 175,511	




Accounts Receivable Aging Report Over 60 Days Past Due

Customer No.	Customer Name	Current @ 12/31/18	1 to 30 Days Overdue	31 to 60 Days Overdue	61 to 90 Days Overdue	91+ Days Overdue	Total	% of Total
A-SPD01	STATE POLICE DEPARTMENT	-	2,081.21	2,081.21	-	6,243.63	10,406.05	29.92%
A-HAT02	TFH Aviation 1, LLC	-	-	-	-	6,453.00	6,453.00	18.55%
A-GLL01	Glenway Leasing	-	483.00	483.00	-	5,243.77	6,209.77	17.85%
A-JDA01	JDN AIRCRAFT HOLDINGS, LLC	-	-	-	-	4,441.64	4,441.64	12.77%
A-NGP01	NEXT GENERATION PUBLIC AFFAIRS, INC.	-	679.00	679.00	-	2,716.00	4,074.00	11.71%
A-FSX01	FSX Chicago, LLC	-	453.00	906.00	-	768.95	2,127.95	6.12%
A-DOJ01	JOE DOLLENS	-	77.00	77.00	-	848.63	1,002.63	2.88%
A-MIT02	TODD MILLER	-	9.00	9.00	-	45.00	63.00	0.18%
A-MAV01	Mayfield Aviation	-	(1.00)	-	-	3.00	2.00	0.01%
Report Total:								
			3,781.21	4,235.21	-	26,763.62	34,780.04	
Percent of Total:			10.87%	12.18%	0.00%	76.95%	100.00%	



DUPAGE AIRPORT AUTHORITY

TO: DuPage Airport Authority
Board of Commissioners

FROM: David Bird 
Executive Director

RE: Proposed Ordinance 2019-331; Adopting Budget and Appropriations Ordinance
for the DuPage Airport Authority for the Fiscal Year beginning January 1, 2019
and Ending December 31, 2019.

DATE: January 7, 2019

SUMMARY:

Illinois Statute requires the Airport Authority to pass within the first quarter of their fiscal year, a Budget and Appropriations Ordinance. The Tentative Budget and Appropriations Ordinance was passed on November 14, 2018 and forwarded to DuPage County Board Chairman Cronin on November 19, 2018. As authorized by Illinois Statute, the County Board Chairman has thirty (30) days to review the Airport Authority Tentative Budget and Appropriations and has the right of line item veto. The Airport Authority has received no comments or questions from the County Board Chairman's office regarding the 2019 Tentative Budget and Appropriations. A notice was published in the *Daily Herald* announcing the Public Hearing to be held on January 7, 2019, at 10:00 a.m. in the 1st Floor Conference Room of the Daniel L. Goodwin Flight Center Building. The purpose of the Public Hearing is to provide an opportunity for public review and comment. The Airport Authority has met all statutory requirements for passage of the 2019 Budget and Appropriations.

PREVIOUS COMMITTEE/BOARD ACTION:

November 14, 2018 - the DuPage Airport Authority Board passed Ordinance 2018-329; Tentative Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year beginning January 1, 2019 and Ending December 31, 2019.

January 17, 2019 – the DuPage Airport Authority Board of Commissioners Finance Committee will review the 2019 Budget and Appropriations.

REVENUE OR FUNDING IMPLICATIONS:

Illinois Statute requires passage of this Ordinance by the Board to enact the Authority's annual budget.

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

Legal review of this item is not necessary.

ATTACHMENTS:

Proposed Ordinance 2019-331; Adopting Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director that the Board approve Proposed Ordinance 2019-331; Adopting the Budget and Appropriations Ordinance for the DuPage Airport Authority for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019.

ORDINANCE 2019-331**BUDGET & APPROPRIATIONS ORDINANCE**

for the DUPAGE AIRPORT AUTHORITY

for the FISCAL YEAR BEGINNING

JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019

WHEREAS, The Board of Commissioners of the DuPage Airport Authority, an Illinois Special District, has adopted a fiscal year beginning January 1, 2019 and ending December 31, 2019, and has estimated the sums of money necessary to pay the costs of operating the DuPage Airport Authority and all other expenses and liabilities of the Authority for Fiscal Year 2019,

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

SECTION 1: For the fiscal year beginning January 1, 2019 and ending December 31, 2019 the following sums of money below are hereby budgeted and appropriated for the corporate purposes of the Corporate Fund of the DuPage Airport Authority:

Estimated Beginning Cash Balance	\$ 23,550,861
<u>OPERATING REVENUES</u>	
Airport Operations	\$ 3,545,412
Flight Center Fuel Operations	\$ 12,090,912
Prairie Landing Golf Course	\$ 2,558,585
TOTAL OPERATING REVENUES	\$ 18,194,909
<u>OPERATING EXPENSES</u>	
Airport Operations	\$ 6,847,827
Flight Center Fuel Operations	\$ 8,949,872
Prairie Landing Golf Course	\$ 2,246,658
TOTAL OPERATING EXPENSES	\$ 18,044,357
<u>NON OPERATING - REVENUE / DEBT SERVICE / CAPITAL / TAXES</u>	
REVENUES	
Miscellaneous Taxes	\$ 60,000
Property Taxes/Abatement	\$ 5,538,000
Federal & State Grants	\$ 505,080
Interest Income	\$ 125,004
Unrealized Gain/Loss from Investments	\$ -
Gain of Sale from Fixed Assets	\$ 30,000
TOTAL NON-OPERATING REVENUES	\$ 6,258,084
EXPENSES	
Property Tax (DAA)	\$ 214,020
Property Tax (PLGC)	\$ 249,204
TOTAL NON-OPERATING EXPENSES	\$ 463,224
<u>CAPITAL DEVELOPMENT PROGRAM</u>	
AVIATION PROGRAMS / EQUIPMENT	\$ 7,014,925
GOLF COURSE PROGRAMS / EQUIPMENT	\$ 668,500
MAJOR MAINTENANCE OF CAPITAL ASSETS	\$ 787,466
TOTAL CAPITAL DEVELOPMENT PROGRAM	\$ 8,470,891
TOTAL REVENUES	\$ 24,452,993
TOTAL EXPENDITURES	\$ 26,978,472
CASH BALANCE - ENDING	\$ 21,025,382

SECTION 2: That the following budget and appropriations, containing an estimate of the receipts and expenditures for FISCAL YEAR 2019, be and are hereby adopted as the budget and appropriations of the Corporate Fund of the DuPage Airport Authority for said fiscal year:

AIRPORT ADMINISTRATION / OPERATIONS

REVENUES	
HANGAR RENTALS	\$ 2,485,596
COLLECTION, SERVICE, TOWING FEES	\$ 804
COMMISSIONS	\$ 32,244
CUSTOMS FEES	\$ 110,004
RAMP, TIE DOWN, OVERNIGHT FEES	\$ 143,748
NON AIRFIELD, RENT/LEASE REVENUE	\$ 753,012
MISCELLANEOUS	\$ 20,004
TOTAL REVENUES	\$ 3,545,412
CASH ON HAND - BEGINNING	\$ 6,923,969
TOTAL FUNDS AVAILABLE	\$ 10,469,381
EXPENDITURES	
SALARIES	
STAFF & COMMISSIONERS	\$ 2,414,987
SALARIES TOTAL	\$ 2,414,987
BENEFITS	
FICA	\$ 176,977
UNEMPLOYMENT INSURANCE	\$ 24,593
GROUP INSURANCE	\$ 409,366
UNIFORMS	\$ 11,928
IMRF	\$ 160,192
BENEFITS TOTAL	\$ 783,056
GENERAL & ADMINISTRATIVE	
EDUCATION / TRAINING / TRAVEL	\$ 16,453
DUES & SUBSCRIPTIONS	\$ 14,472
COMPUTER AND SOFTWARE	\$ 44,514
COMMUNICATIONS	\$ 35,304
GENERAL OFFICE	\$ 6,504
MISCELLANEOUS	\$ 3,502
GEN. & ADMIN. TOTAL	\$ 120,749
OUTSIDE SERVICES	
CONSULTING SERVICES	\$ 188,448
ACCOUNTING / AUDIT	\$ 34,000
CUSTOMS/CONTROL TOWER	\$ 749,258
MISC OUTSIDE SERVICES	\$ 337,308
LEGAL	\$ 210,000
SNOW REMOVAL/ICE CONTROL	\$ 66,144
ARFF	\$ 489,636
OUTSIDE TOTAL	\$ 2,074,794
MAINTENANCE	
EQUIPMENT LEASE / MAINT. CONTRACTS	\$ 172,176
SUPPLIES/HANDTOOLS & SMALL EQUIPMENT	\$ 57,693
FUEL/OIL VEHICLES & EQUIPMENT	\$ 65,004
FIELD MAINTENANCE	\$ 140,004
BUILDING MAINTENANCE	\$ 176,544
MACHINE & EQUIPMENT	\$ 50,004
MAINTENANCE TOTAL	\$ 661,425
INSURANCE	\$ 241,308
INSURANCE TOTAL	\$ 241,308
MARKETING / PUBLIC RELATIONS	\$ 92,508
MARKETING / PUBLIC RELATIONS TOTAL	\$ 92,508
UTILITIES	
GARBAGE REMOVAL / JANITORIAL	\$ 14,592
GAS HEAT	\$ 147,000
ELECTRIC	\$ 273,000
WATER/SEWER	\$ 24,408
TOTAL UTILITIES	\$ 459,000
TOTAL EXPENDITURES:	
AUTHORITY ADMINISTRATION & OPERATIONS	\$ 6,847,827
CASH ON HAND ENDING	\$ 3,621,554

DUPAGE FLIGHT CENTER FUEL OPERATIONS

REVENUES	
FUEL & OIL SALES	\$ 11,692,500
SERVICES & CATERING	\$ 391,008
MISCELLANEOUS INCOME	\$ 7,404
TOTAL REVENUES	\$ 12,090,912
CASH ON HAND - BEGINNING	\$ 17,709,176
TOTAL FUNDS AVAILABLE	\$ 29,800,088
EXPENDITURES	
SALARIES	
STAFF	\$ 1,070,721
SALARIES TOTAL	\$ 1,070,721
BENEFITS	
FICA	\$ 81,910
UNEMPLOYMENT INSURANCE	\$ 18,261
GROUP INSURANCE	\$ 234,423
UNIFORMS	\$ 11,600
IMRF	\$ 73,773
BENEFITS TOTAL	\$ 419,967
COST OF SALES	
COST OF SALES - FUEL/OIL	\$ 6,707,088
COST OF SALES - DE-ICE	\$ 25,000
COST OF SALES - CATERING	\$ 82,500
COST OF SALES TOTAL	\$ 6,814,588
GENERAL & ADMINISTRATIVE	
BUILDING RENT	\$ 48,000
EDUCATION / TRAINING / TRAVEL	\$ 16,740
DUES & SUBSCRIPTIONS	\$ 4,000
MISC OFFICE EXPENSE	\$ 18,672
SOFTWARE	\$ 18,938
COMMUNICATIONS	\$ 8,508
CREDIT CARD EXPENSE	\$ 146,100
MARKETING	\$ 42,850
GEN. & ADMIN. TOTAL	\$ 303,808
OUTSIDE SERVICES	
CONSULTING SERVICES/LEGAL	\$ 31,080
OUTSIDE SERVICES TOTAL	\$ 31,080
MAINTENANCE / OPERATIONS	
EQUIPMENT LEASE / MAINT. CONTRACTS	\$ 138,420
SUPPLIES	\$ 26,076
FUEL / OIL VEHICLES	\$ 11,004
MAINTENANCE EXPENSE	\$ 36,000
MAINTENANCE TOTAL	\$ 211,500
INSURANCE	
INSURANCE TOTAL	\$ 95,004
UTILITIES	
ELECTRIC	\$ 3,204
UTILITIES TOTAL	\$ 3,204
TOTAL EXPENDITURES:	
FLIGHT CENTER FUEL OPERATIONS	\$ 8,949,872
CASH ON HAND ENDING	\$ 20,850,216

PRAIRIE LANDING GOLF COURSE**REVENUES****GOLF OPERATIONS**

GREENS FEES/CART RENTAL	\$ 1,187,500
ASSOCIATION MEMBERSHIPS	\$ 160,000
RENTALS	\$ 5,000
PRACTICE CENTER	\$ 135,000
PRO SHOP SALES	\$ 116,500
TOTAL GOLF OPERATIONS	\$ 1,604,000

FOOD & BEVERAGE

CLUBHOUSE	\$ 280,000
KITTY HAWK - DELI	\$ 26,000
BANQUET	\$ 645,085
TOTAL FOOD & BEVERAGE	\$ 951,085

MISCELLANEOUS INCOME

TOTAL MISCELLANEOUS INCOME	\$ 3,500
TOTAL REVENUES	\$ 2,558,585

CASH ON HAND - BEGINNING

\$ (1,082,284)

TOTAL FUNDS AVAILABLE

\$ 1,476,301

EXPENDITURES**SALARIES**

STAFF	\$ 1,084,675
SALARIES TOTAL	\$ 1,084,675

BENEFITS

FICA	\$ 82,971
UNEMPLOYMENT INSURANCE	\$ 42,368
GROUP INSURANCE	\$ 139,703
UNIFORMS	\$ 7,500
IMRF	\$ 55,511
BENEFITS TOTAL	\$ 328,053

COST OF SALES

COST OF SALES - GOLF	\$ 81,300
COST OF SALES - GRILL, EVENT, BANQUETS	\$ 208,756
COST OF SALES - KITTY HAWK	\$ 15,300
CREDIT CARD FEES	\$ 47,111
COST OF SALES TOTAL	\$ 352,467

GENERAL & ADMINISTRATIVE

EDUCATION / TRAINING / TRAVEL	\$ -
DUES & SUBSCRIPTIONS	\$ 11,205
COMPUTER AND SOFTWARE	\$ 5,800
COMMUNICATIONS	\$ 18,000
TRANSFER COSTS TO FLIGHT CENTER	\$ (68,782)
MARKETING	\$ 41,000
GEN. & ADMIN. TOTAL	\$ 7,223

OUTSIDE SERVICES

CONSULTING SERVICES / LEGAL	\$ 44,936
OUTSIDE SERVICES TOTAL	\$ 44,936

MAINTENANCE / OPERATIONS

COURSE MAINTENANCE	\$ 112,500
SUPPLIES	\$ 85,000
RENTAL EQUIPMENT	\$ 36,640
FUEL / OIL VEHICLES	\$ 14,000
BUILDING MAINTENANCE EXPENSE	\$ 44,234
MAINTENANCE TOTAL	\$ 292,374

INSURANCE

INSURANCE TOTAL	\$ 62,100
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UTILITIES

GARBAGE REMOVAL / JANITORIAL	\$ 4,080
GAS HEAT	\$ 10,350
ELECTRIC	\$ 50,900
WATER/SEWER	\$ 9,500
UTILITIES TOTAL	\$ 74,830

TOTAL EXPENDITURES:

PRAIRIE LANDING GOLF COURSE	\$ 2,246,658
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CASH ON HAND ENDING

\$ (770,357)

NON OPERATING - REVENUE / DEBT SERVICE / CAPITAL / TAXES

MISCELLANEOUS TAXES	\$ 60,000
PROPERTY TAXES	\$ 5,538,000
FEDERAL & STATE GRANTS	\$ 505,080
INTEREST INCOME	\$ 125,004
UNREALIZED GAIN/LOSS FROM INVESTMENTS	\$ -
GAIN OF SALE FROM FIXED ASSETS	\$ 30,000
TOTAL NON-OPERATING REVENUES	\$ 6,258,084

CAPITAL DEVELOPMENT PROGRAM

AVIATION PROGRAMS / EQUIPMENT	\$ 7,014,925
GOLF COURSE PROGRAMS / EQUIPMENT	\$ 668,500
MAJOR MAINTENANCE OF CAPITAL ASSETS	\$ 787,466
TOTAL CAPITAL DEVELOPMENT	\$ 8,470,891

PROPERTY TAX

PROPERTY TAX (DAA)	\$ 214,020
PROPERTY TAX (PLGC)	\$ 249,204
TOTAL PROPERTY TAX	\$ 463,224

TOTAL REVENUES	\$ 24,452,993
TOTAL EXPENDITURES	\$ 26,978,472
CASH ON HAND ENDING	\$ 21,025,382

Said appropriation items shall constitute the Budget for the Corporate Fund of the Authority for FISCAL YEAR 2019.

In support of said Budget and as part thereof, the following statement is made under Section 3 of "AN ACT providing for and regulating methods of adopting Budgets and making appropriations by certain tax levying bodies of this State" approved July 12, 1937, as amended, (Ill. Rev. Stats. Ch. 85, par. 8035) and Section 195-1/2 of the "Revenue Act of 1939, as amended (Ill. Rev. Stats. Ch. 120, par. 676A).

The amounts specified are the maximum estimated for probable expenditures or commitments prior to December 31, 2019, and there is included in the appropriated amounts, funds derived from other sources than local taxation, and which may be spent for the benefit of the authority without actually being received and expended by it.

All unexpended balance of any item or items of any general appropriation made by this Ordinance may be expended in making up any deficiency in any item or items in the same general appropriation made by this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect immediately upon its adoption and approval.

Passed and approved by the Board of Commissioners of the DuPage Airport Authority on January 17, 2019.

Record of Roll Call Vote:

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

Chairman


(seal)
ATTEST:

Secretary



DuPAGE AIRPORT AUTHORITY

TO: DuPage Airport Authority
Board of Commissioners

FROM: David Bird 
Executive Director

RE: Proposed Ordinance 2019-332; An Ordinance of the DuPage Airport Authority
Promulgating Regulations Under the Freedom of Information Act.

DATE: January 7, 2019

SUMMARY:

Each year, the Airport Authority is required to repeal the Ordinance that pertains to the availability of public records and the procedures to be followed for obtaining such public records in compliance with the Freedom of Information Act. The annual repeal of this Ordinance is necessary to update information regarding descriptions, procedures, fees, record availability and current listing of Officers and Commissioners; the information relating to Board Officers/Commissioners will be updated pursuant to approval at the Annual Board Meeting.

PREVIOUS COMMITTEE/BOARD ACTION:

January 24, 2018 – Annual and Regular Board Meeting. The Board of Commissioners passed Ordinance 2018-318; An Ordinance of the DuPage Airport Authority Promulgating Regulations Under the Freedom of Information Act.

REVENUE OR FUNDING IMPLICATIONS:

N/A

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

This repeal is a routine annual function for the purposes of updating information.

ATTACHMENTS:

Proposed Ordinance 2019-332; An Ordinance of the DuPage Airport Authority Promulgating Regulations Under the Freedom of Information Act.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director that the Board approve Proposed Ordinance 2019-332; An Ordinance of the DuPage Airport Authority Promulgating Regulations Under the Freedom of Information Act.

ORDINANCE 2019 - 332
AN ORDINANCE OF THE DUPAGE AIRPORT AUTHORITY
PROMULGATING REGULATIONS UNDER THE FREEDOM
OF INFORMATION ACT

RECITALS

- A. The DuPage Airport Authority ("DAA"), an Illinois Special District, is a public body within the meaning of the Freedom of Information Act ("Act") (5 ILCS 140/1 *et seq.*)
- B. Under Section 3 of the Act, DAA is empowered to promulgate regulations pertaining to the availability of public records and procedures to be followed for obtaining such public records.

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

SECTION 1. Definitions:

- 1.1 **Executive Director:** The person appointed by the DAA to manage and operate the DuPage Airport including any such person who is appointed acting Director.
- 1.2 **Applicant:** Any person making application to the DAA for inspection and/or copying of public records.
- 1.3 **Head of the DAA:** Within the meaning of Section 2(e) of the Act, the Chairman of the Board of Commissioners shall be deemed the "Head of the Public Body."
- 1.4 **DAA Office Hours:** From 8:00 a.m. to 4:30 p.m. on Monday through Friday of each week, except on legal holidays.
- 1.5 **Freedom of Information Officer(s).** Pamela Miller and Dan Barna are hereby designated as the Freedom of Information Officer(s) pursuant to § 3.5 of the Act.

SECTION 2. Application for Inspection or Copying:

- 2.1 The Executive Director shall prepare and make available at the DAA office a suggested form of written application for requests for public documents under the Act [See Exhibit "A" attached]. Said application form shall require the following written information regarding each request under the Act:
 - A. Name, address and telephone number of the applicant.
 - B. If the application is on behalf of a public body, business organization, civic organization or any other organization, the name and address of the organization and the office or position of the applicant with that

organization.

- C. Written description of the public record requested with sufficient particularity to allow determination of whether such a public record exists and to allow location of the public record within a reasonable time.
- 2.2 All applicants for inspection or copying of public records in the possession of the DAA shall submit a written request containing the information set forth in section 2.1 at the DAA office during working hours.
- 2.3 All inspection of public records so requested shall be done during office hours at the DAA office, in the presence of DAA personnel. To the extent feasible, duplicating shall be done by DAA personnel at the DAA office during office hours.
- 2.4 The fees charged by the DAA for reproduction and certification of public records shall be set from time to time by the Executive Director. A written schedule of said fees shall be available to the applicant at the DAA office. Said fees shall not include costs for the search for documents. Black-and-white, letter-, legal- and ledger-size copies shall be charged at 15¢ per page. Copies of items reproduced on electronic media will be charged at the actual cost for each electronic media device (i.e., CD-Rom, DVD, etc.). If copy services outside the DAA office are required for large documents, blue prints, color copies or the like, the applicant shall reimburse the DAA for the actual cost of reproduction charged by the outside copy service. Notwithstanding the foregoing, the DAA shall not charge for the first 50 pages of black-and-white, letter-, legal- and ledger-size copies. The fee to certify a copy shall be \$1.00.
- 2.5 No public record shall be delivered to any applicant until all fees for reproduction have been paid.

SECTION 3. Denial of Request and Appeal:

- 3.1 Denial of an application for inspection and/or copying of public records shall be in writing, shall state a detailed factual basis for the denial or the application of any exemption(s) claimed and shall be signed by a Freedom of Information Officer or his/her designee. The response shall also inform the applicant of his/her right to review by the Public Access Counselor of any denial and shall provide the telephone number and address of the Public Access Counselor.
- 3.2 A written denial of an applicant's request shall be deemed delivered when deposited in the U.S. mail, first class, postage paid.

SECTION 4. Effective Date of Ordinance: The provisions of this ordinance shall be in full force and effect upon adoption by the Board of Commissioners.

SECTION 5. Prior Ordinances: This ordinance repeals Ordinance 2018-318 and shall be placed in DuPage Airport Authority Code.

SECTION 6. Separable Provisions: If any provision of this Ordinance shall be found by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 17th day of January 2019.

Roll Call:

Juan E. Chavez
Stephen L. Davis
Charles E. Donnelly
Herbert A. Getz
Gina R. LaMantia

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

Chairman

Secretary

ORDINANCE 2019-332

DuPAGE AIRPORT AUTHORITY

Fee Schedule for Duplication of Public Records

Cost for copies effective date: January 1, 2019

Paper copy from paper original on copy machine:

Black-and-white, Letter-size, legal-size, ledger-size: no charge for the first 50 pages; 15¢ per page thereafter.

Duplication in electronic format on electronic media shall be charged at the actual cost of the electronic media device(s).

All other copies (i.e., color copies, oversize documents, etc.) will be at the DAA's actual cost from the supplier of the copies.

All fees for copying are payable in advance.

DuPAGE AIRPORT AUTHORITY

DESCRIPTIONS REQUIRED UNDER SECTION 4 OF THE FREEDOM OF INFORMATION ACT

A. Description of DuPage Airport Authority:

The DuPage Airport Authority is an Illinois Special District located within DuPage County, Illinois. Its purpose is the ownership and operation of the DuPage Airport. Its Administrative office is located at 2700 International Drive, Suite 200, West Chicago, IL 60185. A nine-member Board of Commissioners governs the DAA. The DAA operates the DuPage Flight Center, a limited fixed base operation on the field, which provides fuel and line service. The DAA also owns, Prairie Landing Golf Club at 2325 Longest Drive, West Chicago, IL.

On January 1, 2019, the DAA had 56 full-time employees and 30 part-time employees. The total budgeted revenue is \$24,452,993 for the fiscal year ending December 31, 2019. The total budgeted expenditures for the year are \$26,978,472. This includes \$18,507,581 for general operating costs and \$8,470,891 for capital expenditures and major maintenance projects.

B. Procedure for Requesting Information and Public Records:

Any person may obtain public records for inspection or copying in accordance with the provisions of the Freedom of Information Act by submitting a written request to the DAA providing the name, address and telephone number of the applicant and describing the documents sought. DAA suggests, but shall not require, that applicants submit the request on a Request for Public Records (Form FOI 500) to the DAA's office during normal working hours. The request shall state whether any record shall be used in any form for sale, resale or solicitation or advertisement for sales or services. FOI Requests should be directed to the attention of the DAA's Freedom of Information Officer, DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, IL 60185. The requested record will be provided promptly and in accordance with DAA Ordinance 2016-291 (an Ordinance of DAA promulgating regulations under the Freedom of Information Act). Except for unusual circumstances permitted under the Act and for records requested for a commercial purpose as defined by the Act, the record will be supplied within five (5) business days of receipt of the written request. Under certain conditions permitted by law, the DAA may extend this time limit by another five (5) business days. Records requested for a commercial purpose, as defined by the Act, will be provided in the time frame provided in the Act for such records. In the event that the Request for Public Records cannot be complied with, a written denial stating the detailed factual basis for the denial of the application or any claimed exemption(s) will be mailed to the person making the request within five (5) business days after receipt of the request or after the extension of time, if extended.

This denial notice will also include information on the right to review by the Public Access Counselor and his/her address and telephone number.

C. Fee Charged for Copies of Records:

There is no charge for the first 50 pages of black-and-white, letter-, legal- or ledger-size copies of records. Unless otherwise specified, the fee for each photocopy thereafter of a black-and-white, letter-, legal- or ledger-size item is fifteen cents (15¢) per page.

Copies of documents provided in electronic format on electronic media will be provided at the DAA's actual cost of the electronic media device(s).

Color copies and/or oversize copies will be charged at the actual cost of reproduction.

DuPAGE AIRPORT AUTHORITY

CATEGORIES OF RECORDS AVAILABLE IN AUTHORITY OFFICE

1. Information on the individual Board of Commissioners such as name, title, current term of office, appointment papers, and standing committee membership.
2. DAA budget, appropriations, expenditures, minutes of budget hearing meetings.
3. DAA Rules & Regulations and Minimum Standards.
4. Meeting schedules for all Committee and Board meetings for a given calendar year.
5. Board approved minutes of all Board and Committee meetings.
6. Board approved resolutions and ordinances.
7. Miscellaneous reports prepared by the DAA staff, provided that said reports are not in a draft or preliminary form.
8. Board approved engineering plans and specifications.
9. Board approved contracts and agreements and miscellaneous aviation related records.

DuPAGE AIRPORT AUTHORITY

David Bird
Executive Director

**DuPAGE AIRPORT AUTHORITY
EXHIBIT "A"
FREEDOM OF INFORMATION ACT FORMS**

- A-1. Request for Inspection or Copying of Public Records (FOI 500)
- A-2. Approval of Request for Public Records (FOI 501)
- A-3. Partial Approval of Request for Public Records (FOI 502)
- A-4. Deferral of Response to Request for Public Records (FOI 503)
- A-5. Denial of Request for Public Records (FOI 504)

DuPAGE AIRPORT AUTHORITY

A-1.

REQUEST FOR INSPECTION OR COPYING OF PUBLIC RECORDS

1. Identification of person requesting information:
 - a) Name: _____
 - b) Address: _____
 - c) Telephone: _____
2. Additional information relating to organization. If this request is on behalf of a public body or a business, civic or other organization, please state the following:
 - a) Name of Organization: _____
 - b) Address of Organization: _____
 - c) Office or title within organization of person requesting information: _____
3. Description of public records requested. Please describe the records requested with sufficient detail to allow DAA office personnel to determine whether such public record exists and to locate it within a reasonable time:

(If additional space is required, use the reverse side of this sheet).

4. Specify documents of which copies are requested:

5. Will any part of the requested records be used in any form for sale, resale or solicitation or advertisement for sales or services? _____.

Signature

For DAA Use Only

Date Received _____ Time Received _____ Date Response Due _____

Notations regarding oral communications or other items: _____

DuPAGE AIRPORT AUTHORITY
A-2.
APPROVAL OF REQUEST FOR PUBLIC RECORDS

TO:

FROM:

Name

Name

Address

Office or Title

DESCRIPTION OF REQUESTED RECORD(S):

Your request dated _____ for the above-captioned records has been approved.

_____ The documents you requested are enclosed.

_____ The documents will be made available upon payment of copying costs in the amount of \$_____.

_____ You may inspect the records at _____ on _____.

DAA Approval

Date

DuPAGE AIRPORT AUTHORITY
A-3.
PARTIAL APPROVAL OF REQUEST FOR PUBLIC RECORDS

TO:

FROM:

Name

Name

Address

Office or Title

DESCRIPTION OF REQUESTED RECORD(S):

Your request dated _____ for the above-captioned records has been partially approved. Those parts of your request which have been approved:

_____ Are enclosed.

_____ Will be made available upon payment of copying costs in the amount of \$ _____.

_____ May be inspected at _____ on _____.

The following portions of your request have been denied for the reasons cited:

You have the right to review of this denial by a Public Access Counselor. The Public Access Counselor may be contacted at:

Public Access Bureau
Office of the Attorney General
500 S. Second Street
Springfield, IL 62706
217-558-0486
e-mail: publicaccess@atg.state.il.us

In requesting a review, you should include your original request as well as this denial.

DAA Freedom of Information Officers
Pamela Miller and Dan Barna

DuPAGE AIRPORT AUTHORITY

A-4.

DEFERRAL OF RESPONSE TO REQUEST FOR PUBLIC RECORDS

TO:

FROM:

Name

Name

Address

Office or Title

DESCRIPTION OF REQUESTED RECORD(S):

The response to your request dated _____ for the above-captioned records must be deferred. The delay in responding to your request is in accordance with Section 3 (e) of the Freedom of Information Act, specifically:

You will be notified by _____ as to the action taken on your request. By law, a five (5) business day extension to any request for public records is permitted. The DAA will respond to your request by _____.

DAA Freedom of Information Officers
Pamela Miller and Dan Barna

Date

DuPAGE AIRPORT AUTHORITY
A-5.
DENIAL OF REQUEST FOR PUBLIC RECORDS

TO:

FROM:

Name

Name

Address

Office or Title

DESCRIPTION OF REQUESTED RECORD(S):

Your request dated _____ for the above-described records has been denied for the following reasons.

_____ The request creates an undue burden on the public body in accordance with Section 3(g) of the Freedom of Information Act, and we were unable to negotiate a more reasonable request.

_____ The materials requested are exempt under Section 7 _____ of the Freedom of Information Act for the following reasons:

You have the right to review of the denial of the records you have requested by a Public Access Counselor. The Public Access Counselor may be contacted at:

Public Access Bureau
Office of the Attorney General
500 S. Second Street
Springfield, IL 62706
217-558-0486
e-mail: publicaccess@atg.state.il.us

In requesting a review, you should include your original request as well as this denial.


DAA Freedom of Information Officers
Pamela Miller and Dan Barna

Date



DUPAGE AIRPORT AUTHORITY

TO: DuPage Airport Authority
Board of Commissioners

FROM: David Bird 
Executive Director

RE: Proposed Resolution 2019-2223; Approving the Use of Outside Attorneys
for the Fiscal Year 2019 Beginning January 1, 2019 and Ending December 31, 2019.

DATE: January 7, 2019

SUMMARY:

As required by the Airport Authority's By-Laws, The Board of Commissioners each year must approve the outside attorneys to be utilized by the Airport Authority.

It is recommended that Schirott, Luetkehans & Garner, LLC be retained as the general counsel attorneys for 2019. The rates for 2019 are reflected in Exhibit A of the Proposed Resolution as well as a comparison of the rates from 2018 and 2017. It is recommended that the attorney providing Human Resources legal services for the Airport Authority, SheppardMullin be retained for 2019. The rates for 2019 are reflected in Exhibit B of the Proposed Resolution as well as a comparison of the rates from 2018 and 2017.

PREVIOUS COMMITTEE/BOARD ACTION:

January 24, 2018 – Annual and Regular Board Meeting. The Board of Commissioners passed Resolution 2018-2130; Resolution Approving the Use of Outside Attorneys for the Year 2018.

REVENUE OR FUNDING IMPLICATIONS:

Rates as provided have been included as part of the 2019 Budget and Appropriations for the Airport Authority.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

N/A

ATTACHMENTS:

Proposed Resolution 2019-2223; Approving the Use of Outside Attorneys for the Fiscal Year 2019 Beginning January 1, 2019 and Ending December 31, 2019.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director that the Board approve Proposed Resolution 2019-2223; Approving the Use of Outside Attorneys for the Fiscal Year 2019 Beginning January 1, 2019 and Ending December 31, 2019.

RESOLUTION 2019-2223
RESOLUTION APPROVING THE USE OF OUTSIDE
ATTORNEYS FOR THE YEAR 2019

WHEREAS, the DuPage Airport Authority (hereinafter "Authority"), DuPage County, Illinois is a duly authorized and existing Special District under the laws of the State of Illinois; and

WHEREAS, the Authority has previously enacted By-Laws for its operation; and

WHEREAS, Article V of the Authority's By-Laws requires that outside attorneys for the Authority be hired and approved by the Board of Commissioners on an annual basis; and

WHEREAS, the Authority desires and deems it to be in the best interest of the Authority to appoint Schirott, Luetkehans & Garner, LLC and SheppardMullin, as its outside attorneys for the year 2019 at the hourly rates attached hereto on Exhibits A and B respectively.

NOW, THEREFORE, BE IT RESOLVED, that the Authority hereby approves the hiring of Schirott, Luetkehans & Garner, LLC and SheppardMullin as its outside attorneys for the year 2019 at the hourly rates set forth on the attached Exhibits A and B.

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

Juan E. Chavez
Stephen L. Davis
Charles E. Donnelly
Herbert A. Getz
Gina R. LaMantia

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 17th day of January 2019.

Chairman

ATTEST:

Secretary

RESOLUTION 2019-2223

EXHIBIT A

SCHIROTT LUETKEHANS & GARNER, LLC

HOURLY RATES

	<u>2017</u>	<u>2018</u>	<u>2019</u>
PARTNERS	\$235	\$235	\$245
ASSOCIATES	\$195	\$195	\$200
LAW CLERKS	\$ 75	\$ 75	\$75

EXHIBIT B

SHEPPARDMULLIN


HOURLY RATES


	<u>2017</u>	<u>2018</u>	<u>2019</u>
ALL ATTORNEYS	\$445	\$460	\$465



DUPAGE AIRPORT AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: David Bird 
Executive Director

RE: Proposed Resolution 2019-2224; Authorizing the Execution of a Contract with
Citywide Building Maintenance, Inc. for Janitorial Services

DATE: January 8, 2019

SUMMARY:

The Airport Authority utilizes a janitorial service provider to clean various locations throughout the Airport to include the Flight Center, Maintenance Building, Government Center, several hangar offices, and the Prairie Landing Clubhouse.

The previous contract for janitorial services with Emerald Restoration & Cleaning Service, Ltd. was terminated in the fall of 2018 due to the company going out of business. Since that time, the Authority has procured janitorial services on a temporary and month-to-month basis until a new contract could be established.

The Authority desires a new one (1) year janitorial services contract commencing on February 1, 2019 and ending on January 31, 2020, subject to two (2) one (1) year extensions at the sole discretion of the Authority. Staff solicited a Request for Proposals ("RFP") in the October 30, 2018 edition of the Daily Herald newspaper. A mandatory pre-proposal conference was conducted on November 13, 2018. Eight (8) proposals were received on November 30, 2018 from the following companies:

- Total Building Service – Elk Grove Village, IL
- Citywide Building Maintenance – Itasca, IL
- ABM – Lisle, IL
- Servicemaster Commercial Cleaning – Carol Stream, IL
- Crystal Maintenance Services – Mt. Prospect, IL
- Perfect Cleaning Service – Chicago, IL
- Unicare Building Maintenance, Inc. – Dallas, TX
- Bravo Services – Des Plaines, IL

An evaluation panel was appointed by the Executive Director to evaluate the proposals based on quality control, qualifications and experience, pricing, and capabilities. Upon completion of the evaluation process, the panel selected Citywide Building Maintenance, Inc. as the highest ranked company for providing janitorial services.

PREVIOUS COMMITTEE/BOARD ACTION:

January 17, 2019 Finance, Budget and Audit Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

The proposal submitted by Citywide Building Maintenance, Inc. is an annual cost of \$106,175.58 (year 1), \$108,299.09 (year 2) and \$111,006.57 (year 3).

Funding for this item is included in the 2019 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:

- ❑ Cost Proposals
- ❑ Proposed Resolution 2019-2224; Authorizing the Execution of a Contract with Citywide Building Maintenance, Inc. for Janitorial Services.
- ❑ Statement of Political Contributions.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2019-2224; Authorizing the Execution of a Contract with Citywide Building Maintenance, Inc. for Janitorial Services.

RFP 2018-1026 Janitorial Services - Cost Proposals

	Unicare Building		ABM	Total Building		Citywide Building		Crystal	
	Maintenance			Service	Servicemaster	Maintenance	Perfect Cleaning	Bravo Services	Maintenance
Year 1 Cost	\$223,757.49		\$196,658.24	\$138,367.00	\$117,040.00	\$106,175.58	\$99,860.00	\$94,760.00	\$92,920.00
Year 2 Cost	\$230,470.21		\$206,472.32	\$142,519.00	\$117,040.00	\$108,299.09	\$99,860.00	\$94,760.00	\$92,920.00
Year 3 Cost	\$237,384.32		\$212,785.78	\$146,792.00	\$120,551.00	\$111,006.57	\$102,855.00	\$98,850.00	\$92,920.00
Total	\$691,612.02		\$615,916.34	\$427,678.00	\$354,631.00	\$325,481.24	\$302,575.00	\$288,370.00	\$278,760.00

RESOLUTION 2019-2224

Authorizing the Execution of a Contract with Citywide Building Maintenance, Inc. for Janitorial 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 janitorial companies to provide janitorial services to the Authority; 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 Citywide Building Maintenance, Inc. ranked the best and most advantageous to the Authority for providing janitorial 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 Citywide Building Maintenance, Inc. for a term of one (1) year, 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 Citywide Building Maintenance, Inc. to provide janitorial services during the term of February 1, 2019 and ending on January 31, 2020, subject to two (2) one (1) year extensions contingent upon the future appropriations of the Authority and at the sole discretion of the Authority for annual costs of \$106,175.58 (year 1), \$108,299.09 (year 2) and \$111,006.57 (year 3); and

FURTHER, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird, to execute said Contract with Citywide Building Maintenance, Inc. and to take whatever steps necessary to effectuate the terms of said Contract.

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

Juan E. Chavez
Stephen L. Davis
Charles E. Donnelly
Herbert A. Getz
Gina R. LaMantia

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 17th day of January, 2019.

CHAIRMAN

(ATTEST)

SECRETARY

**DUPAGE AIRPORT AUTHORITY
REQUEST FOR PROPOSALS (RFP)
JANITORIAL SERVICES
SOLICITATION NO. 2018-1026**

STATEMENT OF POLITICAL CONTRIBUTIONS

Citywide Building Maintenance, Inc.
(name of entity or individual)

1555 Industrial Drive
Itasca, IL 60143
(address of entity or individual)

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

Elected Official	Office	Date	Amount	Form
No contributions made				

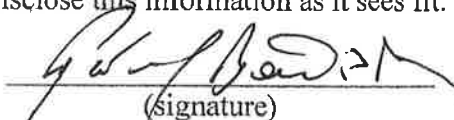
NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual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

VERIFICATION:

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

11/28/18

(date)



(signature)

CEO

(title of signer, if a business)

DUPAGE AIRPORT AUTHORITY

TO: Board of Commissioners

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

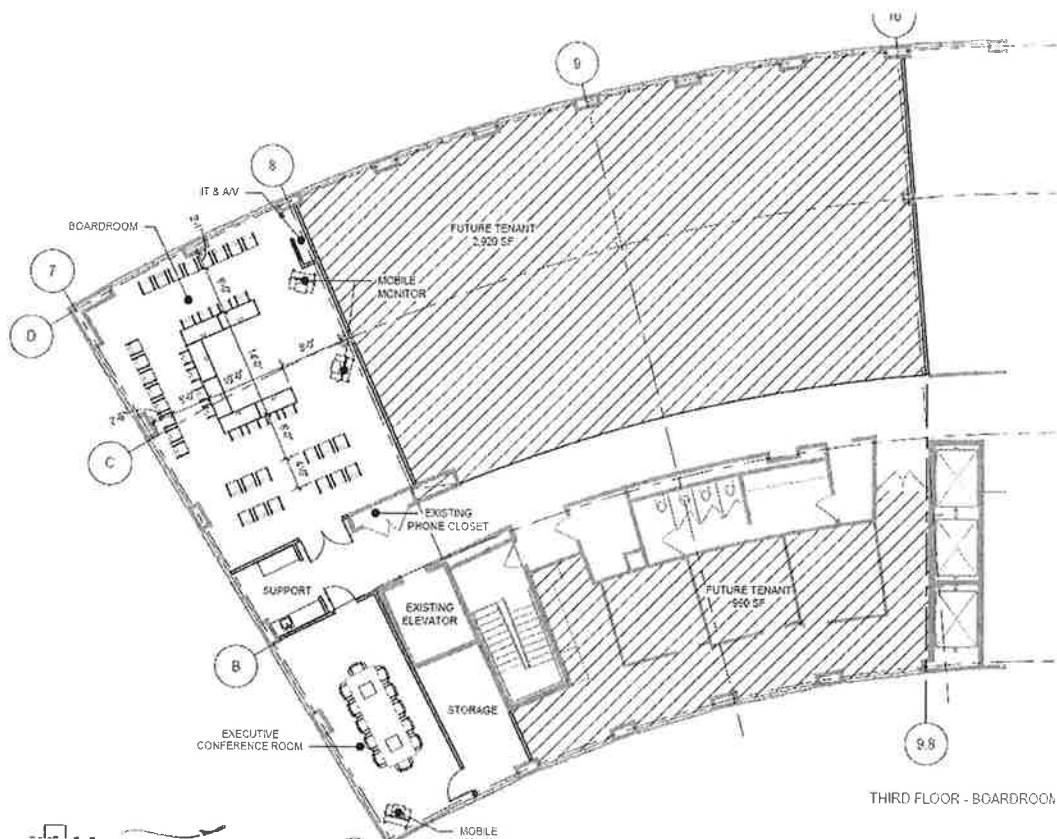
THROUGH: David Bird *DB*
Executive Director

RE: Proposed Resolution 2019-2225; Award of Contract to Construction Solutions of Illinois, Inc. for 3rd Floor Flight Center Interior Renovations

DATE: January 8, 2019

SUMMARY:

The Airport Authority's 2019 Capital Budget includes a project to demo and remodel the 5,670 sf of vacant space on the 3rd floor of the Flight Center. In advance of remodeling the U.S. Customs office on the 1st floor, the existing Boardroom will be relocated to the remodeled space. The additional 3,910 sf outside of the new Boardroom and additional conference room will be opened up for future leasing opportunities.



Staff utilized the services of Wight & Company to design plans and specifications for this project.

A solicitation for sealed bids was advertised in the November 29, 2018 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was held at 10:00 a.m. on December 13, 2018. Twelve (12) sealed bids were received and opened at 2:00 p.m. on January 4, 2019. Bid results are as follows:

Bidder	Lump Sum Construction Cost
Construction Solutions of Illinois, Inc. Alsip, IL	\$307,723
J.A. Watts, Inc. Elmhurst, IL	\$365,000
Pandecon, Inc. Geneva, IL	\$384,930
Reed Construction Chicago, IL	\$386,501
Sjostrom & Sons, Inc. Rockford, IL	\$391,310
Orbis Construction Company Volo, IL	\$410,500
Doherty Construction, Inc. Woodstock, IL	\$417,795
FBG Corporation Elmhurst, IL	\$420,000
Lite Construction, Inc. Montgomery, IL	\$437,000
Central Development Corp. West Chicago, IL	\$463,895
Sevan Multi-Site Solutions, LLC. Downers Grove, IL	\$516,300
Schambach Construction, Inc. Elgin, IL	\$542,700

Upon evaluation of the bids, it is apparent that Construction Solutions of Illinois, Inc. is the low, responsive and responsible bidder. Wight & Company and staff conducted a scope of work interview with Construction Solutions of Illinois, Inc. and confirmed full compliance with project specifications in addition to confirming favorable references for completion of similar work.

PREVIOUS COMMITTEE/BOARD ACTION:

May 23, 2018 Regular Board Meeting – the Board approved Resolution 2018-2174, authorizing Wight & Company to provide design and construction phase services associated with the 3rd floor interior renovations project.

January 17, 2019 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

2019 Capital Budget	\$585,000
Wight & Company (Design & Construction Phase Services)	(\$30,000)
Construction Solutions of Illinois, Inc. Lump Sum Construction Cost	(\$307,723)
Owner's Contingency (10%)	(\$30,772.30)
	\$216,504.70

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel has previously drafted the standard contract utilized for this project.

ATTACHMENTS:

- Proposed Resolution 2019-2225; Award of Contract to Construction Solutions of Illinois, Inc. for 3rd Floor Flight Center Interior Renovations.
- 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 2019-2225; Award of Contract to Construction Solutions of Illinois, Inc. for 3rd Floor Flight Center Interior Renovations.

RESOLUTION 2019-2225

Award of Contract to Construction Solutions of Illinois, Inc. for 3rd Floor Flight Center Interior Renovations

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 interior renovations to the 3rd floor of the DuPage Flight Center; and

WHEREAS, the Authority has received and reviewed twelve (12) sealed bids on January 4, 2019; and

WHEREAS, it is apparent that Construction Solutions of Illinois, Inc. is the low, responsive and responsible bidder at a total cost of \$307,723; 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 Construction Solutions of Illinois, Inc. for interior renovations to the 3rd floor of the DuPage Flight Center; and

NOW, THEREFORE, BE IT RESOLVED, that the Authority is authorized to enter into a written Contract with Construction Solutions of Illinois, Inc. for a total cost not-to-exceed \$338,495.30, which includes a 10% owner's contingency; and

FURTHER, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute said Contract with Construction Solutions of Illinois, Inc. and to take whatever steps necessary to effectuate the terms of said Contract.

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Herbert A. Getz _____
Gina R. LaMantia _____

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 17th day of January, 2019.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2019-2225

**DUPAGE AIRPORT AUTHORITY
3RD FLOOR INTERIOR RENOVATIONS
SOLICITATION NO. 2018-1127**

STATEMENT OF POLITICAL CONTRIBUTIONS

CONSTRUCTION SOLUTIONS OF IL INC.

(name of entity or individual)

12540 HOLIDAY DR. UNIT D.
HAISIP IL 60803

(address of entity or individual)

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

Elected Official	Office	Date	Amount	Form
	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 Policy of the DuPage Airport Authority for said requirements.

VERIFICATION:

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

1-4-19

(date)

[Signature]

(signature)

PRESIDENT

(title of signer, if a business)



TO: Board of Commissioners

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

THROUGH: David Bird *DB*
Executive Director

RE: Proposed Resolution 2019-2226; Rescinding Resolution 2018-2215 and Awarding a Contract to Fox Valley Fire & Safety for Fire Alarm System Replacement

DATE: January 8, 2019

SUMMARY:

On November 14, 2018, the Board approved Resolution 2018-2215 and awarded a base bid contract to Red Hawk Fire & Security for replacement of the fire alarm system at Hangars E14 & E15. The project includes replacing fire alarm panels and related strobes, horns, sensors and wiring. The existing systems are more than 30 years old and are no longer supported if failure occurs.

On December 19, 2018 and prior to starting the project, the Authority received notification from Red Hawk Fire & Security that they were financially unable to fulfill their contractual obligations required to complete the project.

The Authority previously received three (3) other sealed bids for this project on November 5, 2018. Bid tabulations are shown below.

Bidder	Base Bid Hangar E14 & E15
Fox Valley Fire & Safety Elgin, IL	\$28,125
Red Hawk Fire & Security Burr Ridge, IL	\$26,070
High Rise Security Systems Burr Ridge, IL	\$37,000
Chicago Metropolitan Fire Elmhurst, IL	\$62,441

Upon the withdrawal of the bid submitted by Red Hawk Fire & Security, Fox Valley Fire & Safety is the new low, responsive and responsible bidder at a total cost of \$28,125. Staff conducted a scope of work interview with Fox Valley Fire & Safety to confirm full compliance with project specifications. Fox Valley Fire & Safety has performed quality work for the Authority in the past.

PREVIOUS COMMITTEE/BOARD ACTION:

November 14, 2018 Regular Board Meeting – the Board approved Resolution 2018-2215 and awarded a base bid contract to Red Hawk Fire & Security.

January 17, 2019 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

2019 Major Maintenance Budget	\$29,000
2019 Contingency	\$1,937.50
Fox Valley Fire & Safety Base Bid Construction	(\$28,125)
Owner's Contingency (10%)	(\$2,812.50)
	\$0

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

Legal counsel has previously drafted the standard contract utilized for this project.

ATTACHMENTS:

- ☐ Proposed Resolution 2019-2226; Rescinding Resolution 2018-2215 and Awarding a Contract to Fox Valley Fire & Safety for Fire Alarm System Replacement.
- ☐ 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 2019-2226; Rescinding Resolution 2018-2215 and Awarding a Contract to Fox Valley Fire & Safety for Fire Alarm System Replacement.

RESOLUTION 2019-2226

Rescinding Resolution 2018-2215 and Awarding a Contract to Fox Valley Fire & Safety for Fire Alarm System Replacement

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 November 14, 2018, the Board of Commissioners of the Authority approved Resolution 2018-2215 and awarded a Contract to Red Hawk Fire & Security for replacement of the fire alarm system at Hangars E14 & E15 (the "Project") for a total cost of \$26,070; and

WHEREAS, on December 19, 2018 and prior to starting the Project, the Authority received notification from Red Hawk Fire & Security that they were financially unable to fulfill their contractual obligations required to complete the Project; and

WHEREAS, the Authority previously received three (3) other sealed bids on November 5, 2018 to complete the Project; and

WHEREAS, Fox Valley Fire & Safety was the second lowest, responsive and responsible bidder;

WHEREAS, upon the withdrawal of the bid submitted by Red Hawk Fire & Security, Fox Valley Fire & Safety is the new low, responsive and responsible bidder at a total cost of \$28,125 for completing the Project; and

WHEREAS, the Board of Commissioners of the Authority hereby deems it to be in the best interests of the Authority to rescind Resolution 2018-2215 and to enter into a Contract with Fox Valley Fire & Safety for completing the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Authority is authorized to enter into a written Contract with Fox Valley Fire & Safety for a total cost not-to-exceed \$30,937.50, which includes a 10% owner's contingency; and

FURTHER, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute said Contract with Fox Valley Fire & Safety and to take whatever steps necessary to effectuate the terms of said Contract.

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Herbert A. Getz _____
Gina R. LaMantia _____

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 17th day of January, 2019.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2019-2226

**DUPAGE AIRPORT AUTHORITY
FIRE ALARM SYSTEM REPLACEMENT
SOLICITATION NO. 2018-1017**

STATEMENT OF POLITICAL CONTRIBUTIONS

FOX VALLEY FIRE & SAFETY
(name of entity or individual)

2730 PINNACLE DRIVE
ELGIN, IL 60124

(address of entity or individual)

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

Elected Official	Office	Date	Amount	Form
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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 Policy of the DuPage Airport Authority for said requirements.

VERIFICATION:

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


1/9/19
(date)


Ralph Mazzini
(signature)

Controller
(title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna 
Operations and Capital Program Manager

THROUGH: David Bird 
Executive Director

RE: Proposed Resolution 2019-2227; Authorizing the Execution of Task Order No. 19 with Jacobs for the Project: Fill and Grade Pond at the DuPage Business Center

DATE: January 8, 2019

SUMMARY:

The Airport Authority's 2019 Capital Budget includes a project to fill and mass grade earth around an existing pond at the DuPage Business Center for purposes of future development. The 40 acre site is located west of Discovery Drive and north of the Suncoast building.

Staff is in receipt of Design Phase Task Order No. 19 from Jacobs (formerly CH2M) to develop plans and specifications to bid this project. Design services include:

- Verification of design requirements based on West Chicago Ordinances.
- Final plans, specifications and engineer's cost estimate.
- Final drainage analysis to identify the type, size and location of potential culvert and required storm sewer design.
- Collecting additional geotechnical information as required, expanding on data gathered in the preliminary design phase.

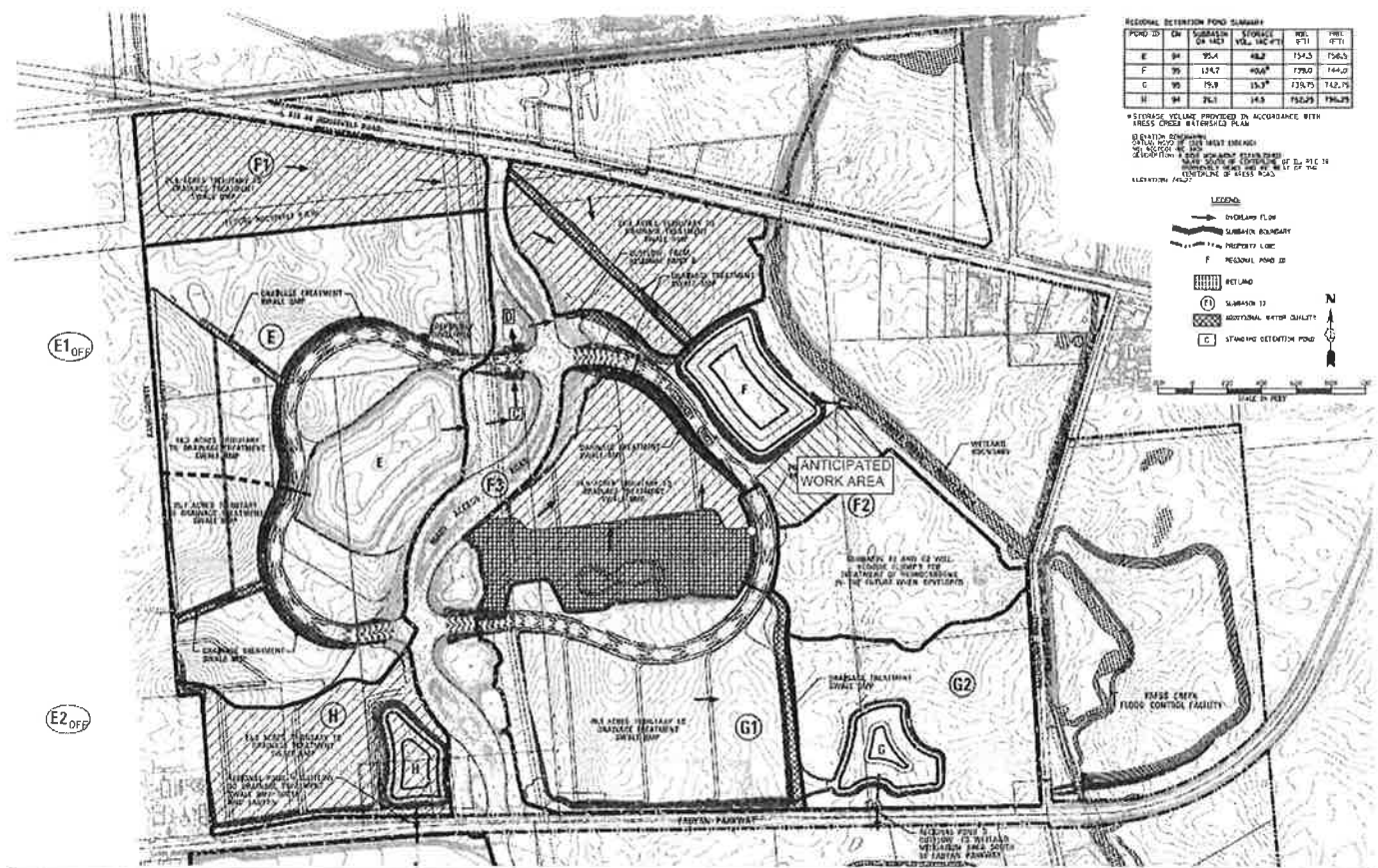
The Task Order No. 19 fee to accomplish such services is an amount not-to-exceed \$28,863.27.

PREVIOUS COMMITTEE/BOARD ACTION:

January 17, 2019 Capital Development, Leasing and Customer Fees Committee – this item is being reviewed by the Committee.

REVENUE OR FUNDING IMPLICATIONS:

\$1,246,442 has been included in the 2019 Capital Budget to accomplish this project. Task Order No. 19 in an amount not-to-exceed \$28,863.27 has been included in the project budget.



RESOLUTION 2019-2227

**Authorizing the Execution of Task Order No. 19 with Jacobs for the Project: Fill and Grade Pond
at the DuPage Business Center**

WHEREAS, the DuPage Airport Authority, an Illinois Special District ("Authority"), previously selected Jacobs (formerly CH2M) to provide planning, design and construction services for various construction projects pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.;

WHEREAS, the Authority expects to pursue the accomplishment of a project described as Fill and Grade Pond at the DuPage Business Center (the "Project"); and

WHEREAS, the Authority has previously entered into a Contract with Jacobs for work at the DuPage Airport and is in receipt of Task Order No. 19 from Jacobs for design phase services on said Project for a total not-to-exceed amount of \$28,863.27; and

WHEREAS, the Authority finds that the cost to provide said services is reasonable and deems it to be in the best interest of the Authority to enter into Task Order No. 19 with Jacobs for such design phase services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute Task Order No. 19 with Jacobs for a total not-to-exceed amount of \$28,863.27 and to take whatever steps necessary to effectuate the terms of said Task Order on behalf of the Authority.

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

Juan E. Chavez
Stephen L. Davis
Charles E. Donnelly
Herbert A. Getz
Gina R. LaMantia

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 17th day of January, 2019.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2019-2227

MEMORANDUM

TO: DuPage Airport Authority Board of Commissioners

FROM: Phillip A. Luetkehans
Brian J. Armstrong

SUBJECT: Comcast Utility Easement

DATE: January 8, 2019

Comcast Corp. ("Comcast") has requested a Utility Easement over DuPage Airport Authority property at 3N060 Powis Road, which is currently occupied by Travel Express, in order to allow Comcast to provide service to the building.

The building is currently served by DAA's wireless service, but reliability has not been optimal. The Utility Easement will permit Comcast to bring its cables (which will be buried underground) from the Powis Road right of way to the building. The form of the Utility Easement is similar to other utility easements which the Board has entered into over the past several years. The agreement includes the normal lien, restoration, insurance and indemnity provisions that we require in any easement agreement granted by the DuPage Airport Authority.

Additionally, UCC Inc., Comcast's contractor, has requested a Temporary Construction Easement to install the cables from Powis Road to the building. That Temporary Construction Easement is the subject of another resolution and accompanying Memorandum to the Board, which are also in your packet.

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

RESOLUTION 2019-2228

Authorizing the Execution of a Utility Easement between the DuPage Airport Authority and Comcast for the Property Located at 3N060 Powis Road

WHEREAS, the DuPage Airport Authority (the “Authority”) is an Illinois Special District that owns the real property commonly known as 3N060 Powis Road, West Chicago, IL (the “Property”); and

WHEREAS, Comcast desires to provide telecommunications and internet service to the Property and, therefore, desires to install cables and other related equipment to be able to provide telecommunications and internet services to the Property; and

WHEREAS, Comcast desires a permanent Utility Easement over the Property to install and maintain the equipment; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute the Utility Easement with the terms as set forth in the attached Exhibit A in the form to be agreed upon by the Executive Director and the attorney for the Authority, and to take whatever steps necessary to effectuate the terms of the Utility Easement.

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

Juan E. Chavez
Stephen L. Davis
Charles E. Donnelly
Herbert A. Getz
Gina R. LaMantia

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 17th day of January, 2019

CHAIRMAN

(ATTEST)

SECRETARY

UTILITY EASEMENT

THIS UTILITY EASEMENT
("Agreement") is made as of this 17th day of
January, 2019 by and between the DuPAGE
AIRPORT AUTHORITY, an Illinois Special
District ("GRANTOR") and COMCAST OF
ILLINOIS/OHIO/OREGON, LLC, an Illinois
limited liability company ("GRANTEE")
(collectively the "Parties" or individually a
following circumstances:

FOR RECORDER'S USE ONLY

RECITALS

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

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

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

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

2. **Facilities Easement.** GRANTOR creates, declares, establishes and grants unto GRANTEE, its agents, successors, employees and any contractors GRANTEE may employ, a perpetual, non-exclusive easement for ingress and egress to, from, over, upon, under and across a 152.21 foot long by 5 foot wide portion of the property owned by Grantor and legally described in Exhibit "A" attached hereto and as depicted on the Plat of Easement attached hereto as Exhibit "B" and made a part hereof (the "Easement Area") to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, the Facilities and other facilities used in connection with the Facilities.

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

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

4. **Indemnity.** To the fullest extent permitted by law, GRANTEE, on behalf of itself, its agents, successors, assigns, employees or any contractors GRANTEE may employ, agrees to indemnify, defend and hold GRANTOR and its lessees, tenants, officers, directors, board members, employees and agents harmless for any and all loss of life, injury to persons or damage to real or personal property that may be sustained by the other or others, directly or indirectly, arising out of the acts or omissions of GRANTEE, its agents, successors, employees, assigns, designees or any contractors GRANTEE may employ, related to or arising from the rights, duties, or obligations under this Agreement. 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, GRANTEES's obligation to maintain insurance. GRANTEE's obligations under this Paragraph shall survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

10. **Governing Law; Venue; Remedies and Attorneys' Fees.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The parties agree that the only proper venue for any litigation under or regarding this Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the personal jurisdiction of said court. In the event GRANTEE or its successors breaches any of the covenants contained herein, GRANTOR or its successors may enforce the terms of this Agreement by appropriate action for damages and/or injunction. If GRANTOR is the substantially prevailing party in any action to enforce, interpret, or declare rights under this Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs of litigation from GRANTEE (including, without limitation, filing fees, expert witness fees, deposition costs, transcript costs).

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

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

If to GRANTOR:

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

with a copy to:

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

If to GRANTEE:

Comcast Cable
1500 McConnor Pkwy
Schaumburg, IL 60173

With a copy to:

Butch Buan
1500 McConnor Pkwy
Schaumburg, IL 60173

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

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

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

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

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

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

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

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

GRANTOR:

DuPAGE AIRPORT AUTHORITY,
an Illinois Special District

By: _____

Its: _____

GRANTEE:

COMCAST OF ILLINOIS/OHIO/OREGON,
LLC, an Illinois limited liability company

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

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

GIVEN under my hand and notarial seal as of this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

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

GIVEN under my hand and notarial seal as of this ____ day of _____, 2019.

Notary Public

My Commission Expires: _____

EXHIBIT A

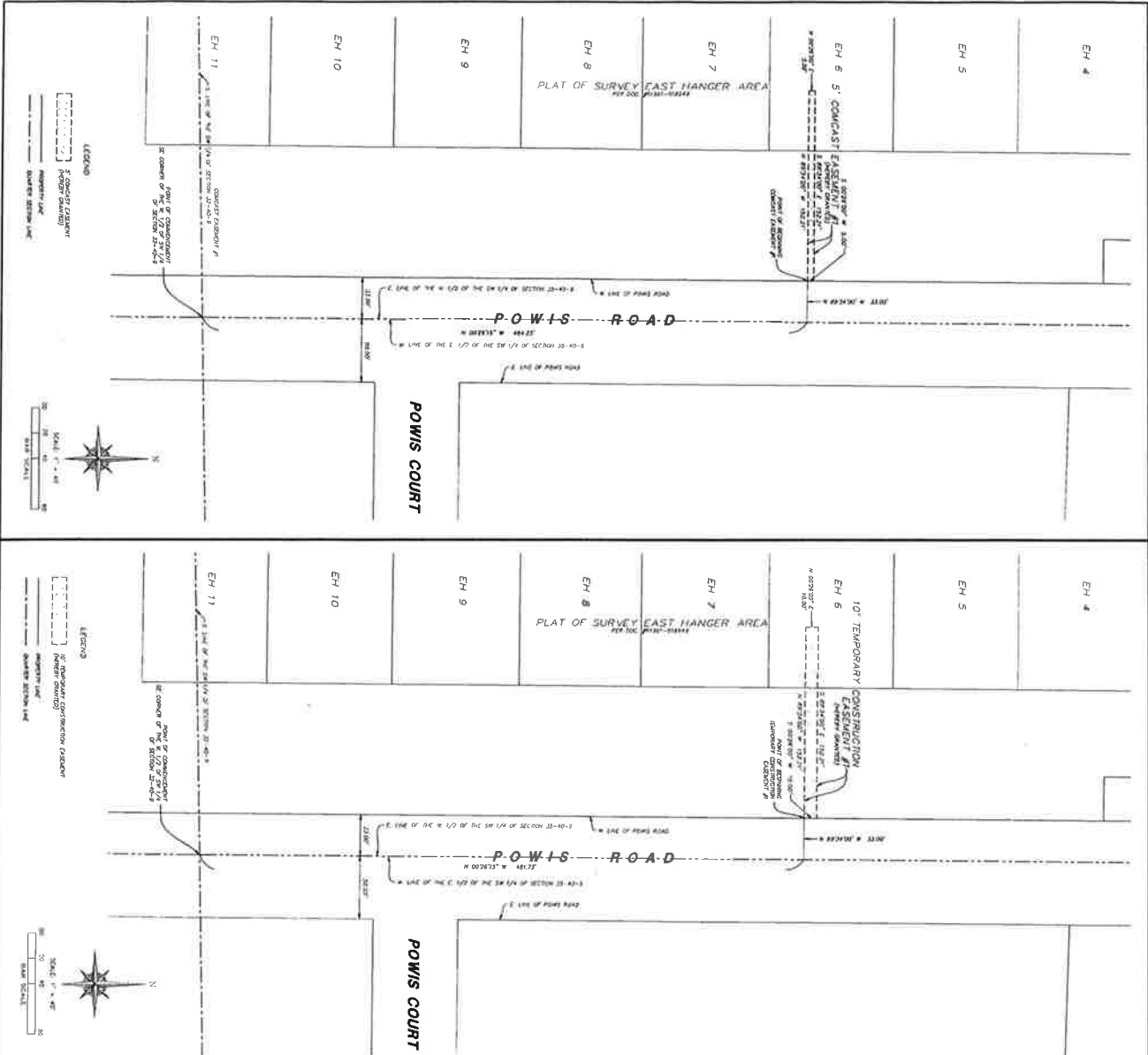
LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 484.23 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 00 SECONDS WEST, 33.00 FEET TO A POINT ON THE WEST LINE OF POWIS ROAD ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 34 MINUTES 00 SECONDS WEST, 152.21 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 00 SECONDS EAST, 152.21 FEET TO A POINT ON THE WEST LINE OF POWIS ROAD; THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG SAID WEST LINE, 5.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PLAT OF EASEMENT

NOTICE TO THE PUBLIC: This plat is a true and correct copy of the original plat as recorded in the public records of Cook County, Illinois, and is subject to the provisions of the Illinois Land Survey Act, Chapter 120, Illinois Compiled Statutes (605 ILCS 120/1-120/15). This plat is a true and correct copy of the original plat as recorded in the public records of Cook County, Illinois, and is subject to the provisions of the Illinois Land Survey Act, Chapter 120, Illinois Compiled Statutes (605 ILCS 120/1-120/15). This plat is a true and correct copy of the original plat as recorded in the public records of Cook County, Illinois, and is subject to the provisions of the Illinois Land Survey Act, Chapter 120, Illinois Compiled Statutes (605 ILCS 120/1-120/15).

EXHIBIT B



OWNER CERTIFICATE

I, the undersigned, being the owner of the property described herein, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the public records of Cook County, Illinois, and is subject to the provisions of the Illinois Land Survey Act, Chapter 120, Illinois Compiled Statutes (605 ILCS 120/1-120/15).

NOTARY CERTIFICATE

I, the undersigned, being a Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the public records of Cook County, Illinois, and is subject to the provisions of the Illinois Land Survey Act, Chapter 120, Illinois Compiled Statutes (605 ILCS 120/1-120/15).

STATE OF ILLINOIS

COUNTY OF COOK

SECTION 35

NOTARY PUBLIC

NOTARY CERTIFICATE

I, the undersigned, being a Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the public records of Cook County, Illinois, and is subject to the provisions of the Illinois Land Survey Act, Chapter 120, Illinois Compiled Statutes (605 ILCS 120/1-120/15).

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

MEMORANDUM

TO: DuPage Airport Authority Board of Commissioners

FROM: Phillip A. Luetkehans
Brian J. Armstrong

SUBJECT: UCC Inc. Temporary Easement

DATE: January 9, 2019

Comcast wishes to provide telecommunications and internet service to the property at 3N060 Powis Road. Comcast's request and the granting of the easement to install the cables is the subject of another resolution accompanying Memorandum, which are also in your packet.

UCC Inc. ("UCC") is the contractor for Comcast and has asked to install cables from the Powis Road right of way across the property to the building in order to allow Comcast to serve the building. The cables will be underground. Accordingly, UCC seeks a Temporary Construction Easement to install the equipment. UCC proposes to complete the work by February 28, 2019, and restoration must be complete by that date. The work will conform to the plans attached to the easements. The form of the Temporary Construction Easements is similar to other temporary easements which the Board has entered into over the past several years and includes the normal lien, restoration, insurance and indemnity provisions that we require in any easement agreement granted by the DuPage Airport Authority.

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

RESOLUTION 2019-2229

Authorizing the Execution of a Temporary Construction Easement between the DuPage Airport Authority and UCC Inc. for the Property Located at 3N060 Powis Road

WHEREAS, the DuPage Airport Authority (the "Authority") is an Illinois Special District that owns the real property commonly known as 3N060 Powis Road, West Chicago, IL (the "Property"); and

WHEREAS, Comcast desires to provide telecommunications and cable service to the Property and, therefore, desires to install cables and other related equipment to be able to provide telecommunications and internet services to the Property; and

WHEREAS, Comcast's contractor, UCC Inc., will install the cables and equipment for Comcast and, therefore, desires a Temporary Construction Easement over the Property to install the equipment; and

WHEREAS, the Authority deems it to be in the best interest of the Authority to grant the Temporary Construction Easement 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, David Bird to execute the Temporary Construction Easement with the terms as set forth in the attached Exhibit A in the form to be agreed upon by the Executive Director and the attorney for the Authority, and to take whatever steps necessary to effectuate the terms of the Temporary Construction Easement.

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

Juan E. Chavez
Stephen L. Davis
Charles E. Donnelly
Herbert A. Getz
Gina R. LaMantia

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 17th day of January, 2019.

CHAIRMAN

(ATTEST)

SECRETARY

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made as of this 17th day of January, 2019, by and between the DuPage Airport Authority, an Illinois special district ("Grantor"), and UCC Inc. 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; and

WHEREAS, Grantee is or will be installing cables related equipment to permit the provision of cable television, internet, and telecommunications services (the "Facilities") to the property commonly known as 3N060 Powis Road, West Chicago, Illinois, 60185 (the "Property");

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

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

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

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

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

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

2. **Temporary Easement.** Grantor hereby grants to Grantee a non-exclusive and temporary easement on, over and across the Easement Premises as is reasonably necessary to install the Facilities within the Easement Premises.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on February 28, 2019.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor, the Easement Premises, or the Property in favor of Grantee or its agents. Grantee shall indemnify, defend and hold harmless Grantor, the Easement Premises and the Property from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor, the Easement Premises, or the Property, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** 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 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. Restoration shall be complete by February 28, 2019,

weather permitting. If Grantee fails to restore the Easement Premises or other disturbed property, the Grantor, after having given Grantee written notice requesting that it do so, may perform the restoration if Grantee fails to commence restoration within seven (7) days after receipt of such written notice, and charge Grantee the reasonable costs of said restoration.

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

7. **Insurance.** Prior to entry upon the Easement Premises, and at all times during use of the Easement Premises, Grantee shall have in effect insurance in types and amounts set forth on **Exhibit B** attached hereto. Such insurance shall be primary and non-contributory and shall name Grantor as an additional insured, as indicated on Exhibit B, with waivers of subrogation.

8. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Grantee, or its employees, agents, representatives, contractors or assigns (collectively, the "Grantee Parties") in exercising any of Grantee's rights under this Agreement or from the use of the Easement Premises in any manner whatsoever by any of the Grantee Parties. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of or are caused by the acts or omissions of the Grantor, its contractors, agents or representatives. Grantee's obligations under this Paragraph shall be in addition to, and not in lieu of, Grantee's

obligation to maintain insurance. Grantee's obligations in this paragraph shall survive the termination or expiration of this Agreement.

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

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

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

IF TO GRANTOR:

Mr. David Bird
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
Schriott, Luetkehans & Garner, LLC
105 East Irving Park Road
Itasca, IL 60143

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.

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

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

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

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

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

17. **Travel Express Consent.** Travel Express is Tenant under a lease with Grantor for the Property (the "Lease") and currently occupies the Property. Tenant hereby consents to this Temporary Construction Easement, and the temporary locating and storage of the equipment related to the installation of the Facilities on the Easement Premises and to Grantee's right of access to the Easement Premises. Further, Tenant agrees that neither this Agreement nor Grantee's accessing or using the Property and/or installing the Facilities within the Easement Premises impairs, precludes, delays or interferes with Tenant's rights under the Lease. Tenant is not a party to this Agreement and Tenant's acknowledgment and consent in this paragraph shall not result in any liability or responsibility by Tenant for Grantee's obligations under this Agreement.

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

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

GRANTOR:

DUPAGE AIRPORT AUTHORITY, an
Illinois special district

By: _____
Name: _____
Title: _____

GRANTEE:

UCC, INC., an Illinois corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT:

TRAVEL EXPRESS

By: _____
Name: _____
Its: _____

the 1960s and 1970s, a large number of people have been displaced from their homes and communities. The reasons for this displacement are many, but the most common are the construction of large-scale infrastructure projects, such as dams and highways, and the expansion of urban areas. In many cases, the displacement is involuntary, and the affected people are not given adequate compensation or support. This has led to significant social and economic problems for the displaced communities. In some cases, the displacement has led to the loss of traditional ways of life and the destruction of cultural heritage. In other cases, the displacement has led to the formation of new communities, but these communities often face significant challenges, such as poverty and lack of access to basic services. The displacement of people is a complex issue that requires careful consideration and planning. It is important to ensure that the needs of the affected communities are taken into account and that they are given adequate support and compensation. Only in this way can the displacement be managed in a way that is fair and just.

OWNERS CERTIFICATE

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED BELOW, AND HAS CAUSED THE PROPERTY TO BE PLATTO AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTE, AND SAID COOPERATION DOES HEREBY ACKNOWLEDGE AND ACCEPT THE SAME UNDER THE TITLE ABOVE-SET FORTH.

CARD NO. _____ DAY OF _____ A.D. _____

$\frac{1}{\sqrt{\pi}} \int_{-\infty}^{\infty} f(x) dx$	$\frac{1}{\sqrt{\pi}} \int_{-\infty}^{\infty} f(x) dx$
--	--

MCYAN® CERTIFICATE

204 JOURNAL OF DOCUMENTATION

EVEN UNDER MY HAND AND NOTARIAL SEAL.

CONCLUSIONS

CONTACT: GUY TRICANE

DATE _____

APPROVED AND ACCEPTED BY COMCAST

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Journal compilation © 2006 Blackwell Publishing Ltd

SURVIVORS CERTIFICATE

66 (1) Subject to the provisions of this Act, the Commission may, in relation to the exercise of its functions, make such arrangements as it thinks fit for the carrying out of its functions.

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ABOVE NAMED PERSONS AND COMPANIES HAVE LEFT THE ABOVE AND ARE NOT SUBJECT TO ANY RESTRICTIONS FOR THE PURPOSE OF RECEIVING AGRICULTURAL CREDIT.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____ A.D. _____ AT NORMAN (STATE), ILLINOIS

MC-W-1 GROUP

11/12/18 ISSUED PRELIM FOR REVIEW
11/26/18 REVISED CALCULATIONS PER COMMENTS & RESUBMITTED
12/4/18 REMOVED THE TWO SOUTHERN CALCULATIONS & RESUBMITTED

EXHIBIT B

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 2019-2230

**APPROVING THE AMENDMENT TO THE DEVELOPMENT PLAN FOR 805
DISCOVERY DRIVE**

WHEREAS, on January 24, 2018, the DuPage Airport Authority (the “DAA”) and Discovery Drive Investors, LLC (“Discovery”) entered into a Vacant Land Purchase Agreement for a 38.93 acre parcel of real property located at 805 Discovery Drive in the DuPage Business Center (the “Subject Property”);

WHEREAS, on March 22, 2018, the DAA approved a Development Plan submitted on behalf of Discovery for the Subject Property (“Development Plan”);

WHEREAS, Discovery wishes to make certain modifications to the previously approved Development Plan;

WHEREAS, Discovery has submitted an amendment to the Development Plan dated October 15, 2018 (the “Amended Development Plan”) with the following revisions:

- a. modified paint scheme for the outside of the building;
- b. building identification signage; and
- c. additional pavement on the Subject Property.

WHEREAS, the Amended Development Plant does not create any additional deviations from the Minimum Design Standards for the DuPage Business Center or variations from Section 10.5 of the West Chicago Zoning Ordinance (“Section 10.5”);

WHEREAS, the DAA deems it to be in the best interests of the DAA to approve the Amended Development Plan subject to any necessary approvals from the City of West Chicago; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby approves the Amended Development Plan dated October 15, 2018 subject to the approval of the Amended Development Plan by the City of West Chicago.

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Gina R. LaMantia _____
Herbert A. Getz _____

Michael LeDonne _____
Gregory J. Posch _____
Donald C. Sharp _____
Daniel J. Wagner _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 17th day of January, 2019.

CHAIRMAN

SECRETARY

RESOLUTION 2019-2230