

RESOLUTION 2016-034

PASSED: APRIL 11, 2016

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO A COOPERATIVE SERVICES AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS AND THE UNITED STATES DEPARTMENT OF AGRICULTURE WILDLIFE SERVICES TO TOTALLY FUND A HAZARDOUS WILDLIFE ASSESSMENT AT THE DEKALB TAYLOR MUNICIPAL AIRPORT.**

**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

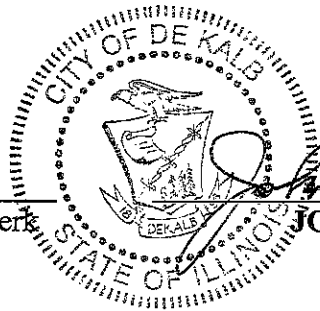
**Section 1.** That the MAYOR of the City of DeKalb be authorized and directed to enter into an Cooperative Services Agreement with the Illinois Department of Transportation-Division of Aeronautics and the United States Department of Agriculture Wildlife Service to undertake a Hazardous Wildlife Assessment at the DeKalb Taylor Municipal Airport. Such assessment shall be funded by the City of DeKalb, and the City staff shall be authorized and directed to undertake all such actions as shall be required to seek and obtain potential reimbursement for all or some portion of the cost.


**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a regular meeting held on the 11<sup>th</sup> day of April, 2016, and approved by me as Mayor on the same day. Passed by an Omnibus roll call vote of 7-0-1 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Faivre, Rey. Nay: None. Absent: Baker.

**ATTEST:**

  
\_\_\_\_\_  
JENNIFER JEEP JOHNSON, City Clerk



  
\_\_\_\_\_  
JOHN A. REY, Mayor



# Illinois Department of Transportation

Division of Aeronautics

1 Langhorne Bond Drive / Capital Airport / Springfield, Illinois / 62707-8415

February 11, 2016

Mr. Thomas R. Cleveland, Manager  
DeKalb Taylor Municipal Airport  
3232 Pleasant Street  
DeKalb, Illinois 60115

Re: DeKalb Taylor Municipal Airport (DKB)  
DeKalb, Illinois  
Illinois Project Number DKB-4509  
Wildlife Hazard Assessment

Dear Mr. Cleveland:

The Illinois Department of Transportation, Division of Aeronautics is in receipt of a request from your office on State financial assistance in preparing a Wildlife Hazard Assessment (WHA) for the DeKalb Taylor Municipal Airport. Subsequent to that receipt, IDOT's Office of Planning and Programming issued a "programming" letter on October 14, 2015 offering financial assistance to the City of DeKalb in preparing a WHA. This financial assistance was presented in the context of a State/Local participation 50%-50% formula. Unfortunately, due to existing State budgetary issues, we are unable at this time to process specific financial commitment documents to further advance this needed project.

With this caveat in mind, we would note that this project is eligible for reimbursement by the State at such time as the budgetary issues are resolved. This process can be through reimbursement of the State's share at the conclusion of the project. Also, if the budgetary issues are resolved sooner, progress payments can be made during the continuing four season biotic survey. To move forward on this project, please submit to this office an executed copy of the Cooperating Agreement by and between the DeKalb Taylor Municipal Airport and USDA APHIS Wildlife Services.

If you have any questions, please feel free to contact Mr. Terrence L. Schaddel of my staff at (217) 785-5177 (voice), or by facsimile at (217) 785-4533 or via e-mail at [Terrence.Schaddel@illinois.gov](mailto:Terrence.Schaddel@illinois.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven J. Long'.

Steven J. Long, P.E.  
Acting Chief Engineer

SJL/TLS  
Enclosure

cc: Scott Beckerman, USDA-APHIS-WS; w/encl. (Letter-Electronic Copy)  
Travis Guerrant, USDA-APHIS-WS; w/encl. (Letter-Electronic Copy)  
Craig Pullings, USDA-APHIS-WS; w/encl. (Letter Electronic Copy)

**RESOLUTION 2015-107 PASSED: SEPTEMBER 14, 2015**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO A COOPERATIVE SERVICES AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR THE PURPOSE OF CONDUCTING A WILDLIFE HAZARD ASSESSMENT AT THE DEKALB TAYLOR MUNICIPAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$21,500.**

**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

**Section 1.** That the MAYOR of the City of DeKalb be authorized and directed to enter into an Agreement with the United States Department of Agriculture for the purpose of conducting a Wildlife Hazard Assessment at the DeKalb Taylor Municipal Airport, substantially in the form attached hereto as Exhibit A, subject to such minor revisions as shall be acceptable to him.

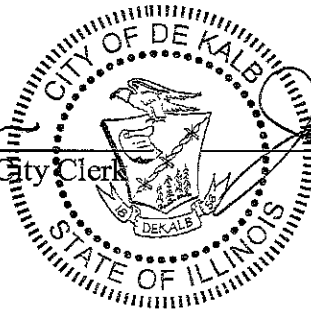
**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a regular meeting thereof held on the 14th day of September, 2015 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 8-0 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, O'Leary, Rey. Nay: None. Absent: None.

**ATTEST:**

  
JENNIFER JEEP JOHNSON, City Clerk

  
JOHN A. REX, Mayor



**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**DEKALB TAYLOR MUNICIPAL AIRPORT (DKB)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this Cooperative Service Agreement is to provide the services of APHIS WS to conduct a Wildlife Hazard Assessment at DKB to evaluate wildlife presence at the facility and to identify attractants on and near the facility which may create hazards to aircraft. In addition, APHIS WS will prepare a Wildlife Hazard Management Plan which will be used to mitigate potential wildlife hazards.

**ARTICLE 2**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS WS and DKB mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

DKB  
Tom Cleveland, Airport Manager  
DeKalb Taylor Municipal Airport  
3232 Pleasant St.  
DeKalb, IL 60115  
(815) 748-8102 (office)  
(815) 748-2022 (fax)

APHIS WS  
Scott Beckerman, State Director  
USDA, APHIS, WS  
3430 Constitution Drive  
Suite 121  
Springfield, Illinois 62711  
(217) 241-6700 (office)  
(217) 241-6702 (fax)

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be the Airport Manager or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Airport Manager, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.
4. The Illinois Department of Transportation, Division of Aeronautics (IDOT), under Illinois Law, is the designated "agent and co-sponsor" of every publicly-owned airport in Illinois, except for Chicago O'Hare International and Midway International Airports. All Federal and State funds for airport development must pass through the IDOT (The Illinois Aeronautics Act, 620 ILCS 5). IDOT has financial oversight over airport projects, including payment of invoices to vendors, as described in a specific Participation Agreement that is co-signed by IDOT and the Airport Sponsor. Therefore, as required by the Illinois Aeronautics Act, the IDOT will reimburse DKB for costs of services provided as described in this Agreement between DKB and APHIS WS.

#### ARTICLE 4

DKB agrees:

1. To authorize APHIS WS to conduct direct control activities to conduct Wildlife Hazard Assessment activities as defined in the work plan. APHIS WS will be considered an invitee on the lands controlled by DKB. DKB will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). DKB/IDOT will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Payments will be made by check, payable to: **U.S. Department of Agriculture**

and mailed to the State Director (see Article 3, paragraph 1). DKB ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the DKB authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To permit APHIS WS operational access on DKB assigned radio frequencies for communication with FAA Air Traffic Control and DKB operations staff with the following conditions:
  - APHIS WS may use agency radio equipment to satisfy cooperative requirements
  - APHIS WS will follow proper radio procedures at all times
  - APHIS WS will operate within the radio frequency assignment parameters
5. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
6. APHIS WS shall be responsible for administration and supervision of the program including of APHIS WS personnel and APHIS WS activities.
7. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
8. To coordinate with APHIS WS before responding to all media requests involving APHIS WS and work being performed pursuant to this Agreement.

## **ARTICLE 5**

APHIS WS Agrees:

1. To conduct activities at DKB as described in the Work and Financial Plans.
2. Designate to DKB the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To invoice DKB for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and DKB shall have the right to inspect and audit such records.
4. To coordinate with DKB before responding to all media requests involving DKB and work being performed pursuant to this Agreement.

## **ARTICLE 6**

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

## **ARTICLE 7**

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 8**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

## **ARTICLE 9**

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 10**

DKB certifies that APHIS WS has advised DKB that there may be private sector service providers available to provide wildlife management services that DKB is seeking from APHIS WS.

## **ARTICLE 11**

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

## **ARTICLE 12**

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the DKB does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

DKB Taxpayer Identification Number (TIN) 36-6005843

US Department of Agriculture, DBA APHIS WS (TIN) 41-0696271

**DEKALB TAYLOR MUNICIPAL AIRPORT**

BY: \_\_\_\_\_

*John A. Rey*  
John Rey  
Mayor City of DeKalb  
200 South 4<sup>th</sup> Street  
DeKalb, IL 60115  
(815) 748-2099 (office)  
[John.Rey@cityofdekalb.com](mailto:John.Rey@cityofdekalb.com)



9/24/2015  
Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

BY: \_\_\_\_\_

*Scott Beckerman*  
Scott Beckerman, State Director  
USDA, APHIS, WS  
3430 Constitution Drive  
Suite 121  
Springfield, IL 62711  
(217) 241-6700 (office)  
(217) 241-6702 (fax)

10-15-2015  
Date

BY: \_\_\_\_\_

*Charles S. Brown*  
Charles S. Brown  
Director, Eastern Region  
USDA, APHIS, WS  
920 Main Campus Drive; Suite 200  
Raleigh, NC 27606

10/19/15  
Date



## ATTACHMENT A WORK PLAN

### Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for APHIS WS is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose: To conduct a twelve (12) month standardized, observational wildlife survey at DKB and the immediate vicinity to identify wildlife usage and potential attractants which may create wildlife hazards to aircraft using the airport. Data from these surveys will be utilized to develop a written report (Wildlife Hazard Assessment and draft Wildlife Hazard Management Plan) containing findings and recommendations for wildlife hazard management at DKB. Suggested modifications to the airport’s Wildlife Hazard Management Plan will be provided based upon findings and recommendations contained within the Wildlife Hazard Assessment. Wildlife management procedures recommended for inclusion in the Wildlife Hazard Management Plan will be based on the science of wildlife damage management.

Planned APHIS WS Activities: APHIS WS employees will conduct observational wildlife surveys for twelve (12) months on and in the immediate vicinity of DKB to determine the extent and causes of wildlife activity in and around the airport. Diurnal surveys will be conducted six times per month, night surveys will be conducted once per month, and small mammal sampling will be conducted in the spring and fall. This wildlife hazard assessment will be conducted under the direct supervision of a qualified airport wildlife biologist. Observational data may be collected by a biological science technician qualified by APHIS WS to conduct wildlife hazard management activities on airports while under the daily direct supervision of a qualified airport wildlife biologist. A written and electronic copy of the data will be provided to DKB at the completion of this Agreement. Recommendations may be made to DKB during the course of the project to resolve identified wildlife hazards or attractants which pose direct threats to aircraft at the airport. The data collected during the surveys will be analyzed and a Wildlife Hazard Assessment will be prepared and presented to the airport. Additionally, the airport will be provided written/electronic suggestions to update their Wildlife Hazard Management Plan based on the Wildlife Hazard Assessment.

Effective Dates: The agreement shall become effective on October 1, 2015 and shall expire on April 30, 2017.

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs		\$29,718
Vehicle Fuel/Repair		\$3,100
Supplies/Equipment		\$1,000
Subtotal (Direct Costs)		\$33,818
Pooled Job Costs (11%)		\$3,720
Indirect Costs (16.15%)		\$5,462
<i>AGREEMENT TOTAL COST</i>		\$43,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$43,000. APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.

Financial Point of Contact

DKB: Cathy Haley, Finance Director  
Name to call for billing questions

(815) 748-2382  
Phone

APHIS WS: Jessica Little, Budget Analyst  
Name to call for billing questions

(217) 241-5728  
Phone

DeKalb Taylor Municipal Airport Billing Address

3232 Pleasant St.  
DeKalb, IL 60115  
Fax: (815) 748-2304

**AMENDMENT No. 1**  
**To**  
**COOPERATIVE SERVICE AGREEMENT**  
**Between**  
**DEKALB TAYLOR MUNICIPAL AIRPORT (DKB)**  
**And**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

Under the provisions of Article 12 of the Cooperative Service Agreement (16 7217 5128 RA) between DKB and the APHIS WS program for APHIS WS to conduct a Wildlife Hazard Assessment at DKB as referenced in Article 3 paragraph 3, DKB and APHIS WS mutually agree to extend the expiration date of the Cooperative Service Agreement from April 30, 2017 to September 30, 2017.

**ATTACHMENT A WORK PLAN, PLANNED APHIS WS ACTIVITIES - AMENDED**

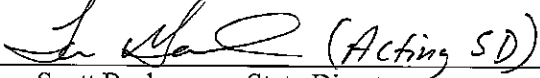
APHIS WS employees will conduct observational wildlife surveys for twelve (12) months on and in the immediate vicinity of DKB to determine the extent and causes of wildlife activity in and around the airport. Diurnal surveys will be conducted 3-4 times per month, night surveys will be conducted once per month, and small mammal sampling will be conducted in the spring and fall. This wildlife hazard assessment will be conducted under the direct supervision of a qualified airport wildlife biologist. Observational data may be collected by a biological science technician qualified by APHIS WS to conduct wildlife hazard management activities on airports while under the daily direct supervision of a qualified airport wildlife biologist. A written and electronic copy of the data will be provided to DKB at the completion of this Agreement. Recommendations may be made to DKB during the course of the project to resolve identified wildlife hazards or attractants which pose direct threats to aircraft at the airport. The data collected during the surveys will be analyzed and a Wildlife Hazard Assessment will be prepared and presented to the airport. Additionally, the airport will be provided written/electronic suggestions to update their Wildlife Hazard Management Plan based on the Wildlife Hazard Assessment.

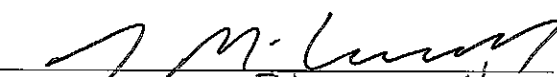
It is further understood by and between the parties that, in all other respects, the terms, conditions, and provisions of said Cooperative Service Agreement shall remain in full force and effect.

**DEKALB TAYLOR MUNICIPAL AIRPORT**

BY: John A. Rey 5/20/2016  
John Rey Date  
Mayor City of DeKalb  
200 South 4<sup>th</sup> Street  
DeKalb, IL 60115  
(815) 748-2099 (office)  
[John.Rey@cityofdekalb.com](mailto:John.Rey@cityofdekalb.com)

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

BY:  (Acting SD) 6-1-16  
Date  
Scott Beckerman, State Director  
USDA, APHIS, WS  
3430 Constitution Drive; Suite 121  
Springfield, IL 62703  
(217) 241-5726 (office)  
(217) 241-6702 (fax)

BY:  ~~Charles S. Brown~~ John McConnell 6/9/16  
Date  
~~Acting~~ Director, Eastern Region  
USDA, APHIS, WS  
920 Main Campus Drive; Suite 200  
Raleigh, NC 27606