RESOLUTION 2015-074          PASSED: JULY 13, 2015


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 a No Cost Land On Airport Memorandum of Agreement with the Federal Aviation Administration (FAA) for the purpose of allowing the FAA to construct, operate, and maintain FAA owned navigation, communication, and weather aid facilities located at the DeKalb Taylor Municipal Airport beginning October 1, 2015 through September 30, 2035, subject to such changes 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 13th day of July, 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:  

JENNY JEEP JOHNSON, City Clerk  
JOHN A. REY, Mayor
NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

MOA No: DTFACN-15-A-00002

Geographical Location: DeKalb, IL

This agreement is made and entered into by the City of DeKalb, DeKalb Taylor Municipal Airport, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the DeKalb Taylor Municipal Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jan 12):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2015 and continuing through September 30, 2035. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day’s notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for

1.3.3 No Cost Land on an Airport Memorandum of Agreement
Revised January 2012
OMB Control No. 2120-0595
Pg. 1
extending electrical power and/or telecommunications lines to the premises; including a
right-of-way for subsurface power, communication and/or water lines to the premises; all
rights-of-way to be over the area referred to as DeKalb Taylor Municipal Airport, to be
routed reasonably determined to be the most convenient to the FAA and as not to
interfere with Airport operations. The Airport shall have the right to review and
comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities,
seeding the soil of the premises, and removing all obstructions from the premises which
may constitute a hindrance to the establishment and maintenance of navigational aid
systems. The Airport shall have the right to review and comment on plans covering work
permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions,
structures or signs, in direct support of the Airport. The Airport shall have the right to
review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles
used for the maintenance and operation of the air navigational facilities. Parking shall be
provided adjacent to the navigational aid facility or as near as possible without interfering
with the operation of the Airport.

2. CONSIDERATION (Aug-02):

The FAA shall pay the Airport no monetary consideration, it being mutually agreed that
the rights extended to the FAA herein are in consideration of the obligations assumed by
the FAA in its establishment, operation, and maintenance of navigational aid facilities
upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as
DeKalb Taylor Municipal Airport, shall be related to the FAA’s activities in support of
Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved
Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this
agreement by reference and shown on the attached FAA “List of Facilities”.

1.3.3 No Cost Land on an Airport Memorandum of Agreement
Revised January 2012
OMB Control No. 2120-0595
5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA’s facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U.S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA “List of Facilities.”

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport’s boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA’s navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.
10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

AIRPORT:
DeKalb Taylor Municipal Airport
3232 Pleasant St
DeKalb, IL 60115

FEDERAL AVIATION ADMINISTRATION:
Real Estate Department, ALO-720
2300 east Devon Avenue
Des Plaines, IL 60018

11. Previous Lease(s)/Agreement(s)

This agreement Succeeds Land Lease number DTFA14-95-L-R2367, which expires by limitation on September 30, 2015.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site http://fast.faa.gov/ and finding the form “Land On-Airport Lease”.

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)
4. QUIET ENJOYMENT (OCT-96):
5. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (JAN-14)
6. NOTIFICATION OF CHANGE OF LAND TITLE (AUG-02):
13. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

DeKalb Taylor Municipal Airport

By: [Signature]
Title: Mayor
Date: 7/20/2015

UNITED STATES OF AMERICA,
FEDERAL AVIATION
ADMINISTRATION

By: [Signature]
Title: Real Estate Contracting Officer
Date: 1/3/2014
CERTIFICATE OF AUTHORIZATION

If agreement is made with a State, County, Municipally, or other public authority, the following certificate shall be executed by an authorized official:

I, JENNIFER JOHNSON, certify that I am the CLERK, (Name) (Title)

of the CITY OF DEKALB, (State, County, Municipality, or other Public Authority)

who signed said agreement on behalf of the

_____, MUNICIPALITY, (Name) (State, County, Municipality, or other Public Authority) (Title)

that said agreement was duly signed for and in behalf of MUNICIPALITY, (State, County, Municipality, or other Public Authority) by authority of its governing body, and is

within the scope of its powers

(CORPORATE) ( SEAL )
**Dated:** October 07, 2014

**List of Facilities**

MEMORANDUM OF AGREEMENT

DTFACN-15-A-00002

DeKalb Taylor Municipal Airport

<table>
<thead>
<tr>
<th>Number</th>
<th>Facility</th>
<th>R/W Number</th>
<th>GSA Control Number</th>
<th>Comments</th>
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1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

OMB Control No. 2120-0595
### Approach Light Schedule

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<th>Light</th>
<th>FAA Station</th>
<th>Offset to Runway</th>
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<th>Proposed Left Elevation</th>
<th>Proposed Right Elevation</th>
<th>Prop Light</th>
<th>Tower Tilt</th>
<th>Prop Approach</th>
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**Legend**
- Existing walkway access ramp
- Proposed drain to existing walkway
- Proposed walkway drainage
- Proposed walkway threshold
- Proposed walkway lighting
- Proposed walkway barrier
- Proposed walkway obstruction

**Approach Light Unit**
- Runway STA 95+80 MALSR STA 1+20
- Runway STA 97+80 MALSR STA 0+10
- Runway STA 100+20 MALSR STA 0+00
- Runway STA 102+20 MALSR STA 0+00
- Runway STA 104+20 MALSR STA 0+00

**Existing Walkway**
- Runway STA 95+80 MALSR STA 1+20
- Runway STA 97+80 MALSR STA 0+10
- Runway STA 100+20 MALSR STA 0+00
- Runway STA 102+20 MALSR STA 0+00
- Runway STA 104+20 MALSR STA 0+00

**Future Localizer**
- Runway STA 95+80 MALSR STA 1+20
- Runway STA 97+80 MALSR STA 0+10
- Runway STA 100+20 MALSR STA 0+00
- Runway STA 102+20 MALSR STA 0+00
- Runway STA 104+20 MALSR STA 0+00

**Proposed Medium Intensity Approach Lighting System (MALS)**
- 5 spaces at 210° = 1,350°