



**GaryChicago**  
International Airport

**MINUTES  
SPECIAL BOARD MEETING  
OCTOBER 6, 2014**

**CALL TO ORDER:**

Vice-Chairman Cooper called the Special Board Meeting to order at 10:58 a.m.

**PLEDGE OF ALLEGIANCE:**

Vice-Chairman Cooper led the Pledge of Allegiance.

**ROLL CALL:**

Present: Denise Dillard, James Cooper, Shontrai Irving, Alesia Pritchett, David Fagan.  
Absent: All present. Five of the seven member board present, which represented a quorum.

**ATTENDEES:**

ATTORNEY LEE LANE  
B. R. LANE  
DELBERT BROWN  
HANK MOOK  
WILLIAM OUTLAR  
D. SCOTT  
PEACHES  
RICK CORNETT, Milhouse Engineering  
JOHN LUCAS, AECOM  
CHRISTIN LAZERUS, Post-Tribune  
KEITH BENMAN, The Times

B. R. announced that the need for this Special Meeting was to have some important legal issues passed due to the impending CN cutover.

► **Brandenburg Industrial Services, Inc.**

John Lucas explained the three main points of the proposed Contract Modification (PCM): <sup>1</sup> contract unit price increase <sup>2</sup>remobilization and <sup>3</sup>time extension. He stated that there was currently a contract in force with Brandenburg Industrial Service known as REP-022. The work under the contract involved removal, transportation and disposal of approximately 180,000 tons of impacted soil in the runway expansion area. This was to be completed by September 2013 but due to conflicts with additional environmental issues the work was delayed. Due to the delay there was an increase in the contractor's unit price. The increase is \$5.40/ton, which would raise the cost from \$22.50/ton to \$27.90/ton. The remaining value under the change (removal of soil) would be \$2,369,410.

B. R. clarified that this was a per unit increase for a specified line item – not an overall increase in the contract.

Also, due to the delay, John requested an extension of the contract to June 30, 2015 to ensure completion of work. Also effected was mobilization/demobilization of equipment from the work area at a cost of \$14,250.00. John explained the work area effected.

► **MBE/DBE Goals**

John stated that the final contract goal was 22.19%. It was possible this goal would not be met due to the amount of work being done in NW Indiana. To date, Brandenburg was able to meet the DBE goals – but due to delayed work they may not reach the final goal. Attorney Lane further commented on the DBE goal requirements.

Vice-Chairman Cooper called for a motion for environmental excavation and disposal of contaminated materials (REP-022) / PCM-002.

Mr. Fagan questioned what the motion included.

Mr. Cooper added that the motion includes the increase in the per ton unit price from \$22.50 to \$27.90 (no monetary increase in the contract) motion also includes compensation for remobilization, which is \$14,250.00 motion also gives consideration to Brandenburg's continuing efforts to reach the MBE/DBE goals and lastly extending the contract timeline to June 30, 2015.

**IT WAS MOVED AND SECONDED TO APPROVE THE INCREASE IN THE PER TON UNIT PRICE FROM \$22.50 TO \$27.90, ALSO COMPENSATION FOR REMOBILIZATION AT \$14,250.00, ALSO CONSIDERATION GIVEN TO BRANDENBURG'S CONTINUING EFFORTS TO REACH THE MBE/DBE GOALS AND LASTLY, EXTENDING THE CONTRACT TO JUNE 30, 2015.**

For clarification, Mr. Cooper stated that the vote was for the PCM – ultimately – there would be a final contract modification that would be approved once the work was completed.

Mr. Cooper called for the vote.

**ROLL CALL**

Ms. Dillard	Aye
Mr. Cooper	Aye
Mr. Irving	Aye
Ms. Pritchett	Aye
Mr. Fagan	Aye

**MOTION CARRIED.**

► **Environmental Restrictive Covenant (relating to Roland Dump property)**

Attorney Lane explained the restrictions involved with this covenant, stating that it dated back to the previous board in 2012 but there was no confirmation of that. Due to contamination found on this property, IDEM required that certain restrictions be placed on the property – e.g., cannot be used for residential purposes, cannot be used for the extraction of ground water and cannot be used for agricultural purposes. If the soil is disturbed greater than 15 feet then excavation has to be done in such a manner that contaminants are not released improperly. IDEM would need to be provided documentation from the airport showing that the area in question was restored. There was a Comfort Letter provided by IDEM, which should be an attachment. Attorney Lane requested approval of the Environmental Restrictive Covenant for the Roland Dump Property and recording of same.

**IT WAS MOVED AND SECONDED TO APPROVE THE ENVIRONMENTAL RESTRICTIVE COVENANT.**

**ROLL CALL**

Ms. Dillard	Aye
Mr. Cooper	Aye
Mr. Irving	Aye
Ms. Pritchett	Aye
Mr. Fagan	Aye

**MOTION CARRIED.**

► **Release of Access Rights (relative to CN a.k.a. WCL / Wisconsin Central LTD)**

Attorney Lane requested approval of a Release of Access Rights as it pertained to Cline Avenue access adjacent to WCL property. She highlighted the Release and noted that property was not being deeded to WCL rather providing them a permanent easement for the property.

**IT WAS MOVED AND SECONDED TO APPROVE THE RELEASE OF ACCESS RIGHTS.**

**ROLL CALL**

Ms. Dillard	Aye
Mr. Cooper	Aye
Mr. Irving	Aye
Ms. Pritchett	Aye
Mr. Fagan	Aye

**MOTION CARRIED.**

► **Deed of Easement (between Wisconsin Central Limited (WCL), GCIAA and City of Gary)**

Attorney Lane presented a Deed of Easement between WCL, GCIAA and City of Gary relative to the "Airport Road Bridge". She highlighted the Easement and noted that the purpose was for an airport road grade separation.

**IT WAS MOVED AND SECONDED TO APPROVE THE DEED OF EASEMENT FROM GCIAA TO LAKE COUNTY AND THE CITY OF GARY FOR THE AIRPORT ROAD BRIDGE.**

**ROLL CALL**

Ms. Dillard	Aye
Mr. Cooper	Aye
Mr. Irving	Aye
Ms. Pritchett	Aye
Mr. Fagan	Aye

**MOTION CARRIED.**

► **Utility Easement / License Agreement**

Attorney Lane presented a plat, drawing #8067AL, depicting the location of all Easements and field located utilities existing on airport property, which impact WCL right-of way. Obtaining a License Agreement for all of their utilities basically ensured that any utilities crossing their tracks met their requirements. Some of the utilities were located with Easements - other field located utilities were never incorporated into an Easement.

Attorney Lane was seeking approval for the grant of Easement to NIPSCO in the areas located on drawing #8067AL and approval to enter into/execute a License Agreement as a 3<sup>rd</sup> party to WCL.

**IT WAS MOVED AND SECONDED TO GRANT THE EASEMENT TO NIPSCO AND TO ENTER INTO A LICENSE AGREEMENT AS A 3<sup>RD</sup> PARTY TO WCL.**

**ROLL CALL**

Ms. Dillard	Aye
Mr. Cooper	Aye
Mr. Irving	Aye
Ms. Pritchett	Aye
Mr. Fagan	Aye

**MOTION CARRIED.**

► **Amended and Restated Reimbursement Agreement**

Attorney Lane stated that there was an amended/restated reimbursement agreement between GCIAA and CSX. Two minor changes were made to this agreement: deletion of Buy American requirement acceptance by the airport for payment of transfer taxes. She requested approval pending clarification of "minor changes" being true and accurate.

**IT WAS MOVED AND SECONDED TO APPROVE THE AMENDED AND RESTATED REIMBURSEMENT AGREEMENT BETWEEN GCIAA AND CSX PENDING CLARIFICATION OF THE MINOR CHANGES IN LANGUAGE REFERENCE TAX LANGUAGE AND BUY AMERICA LANGUAGE.**

**ROLL CALL**

Ms. Dillard	Aye
Mr. Cooper	Aye
Mr. Irving	Aye
Ms. Pritchett	Aye
Mr. Fagan	Aye

**MOTION CARRIED.**

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

None.

**PUBLIC INPUT:**

B. R. took this opportunity to publicly thank Gary Airport staff and WCL for all that was done to ensure the safety of President Barack Obama's visit. She stressed that positive feedback was received from a variety of sources. WCL responded quickly by shutting down train traffic to allow Air Force One to land, which further emphasized the airports collaboration with them. Again, B. R. expressed her thanks.

Ms. Dillard commented on her pleasure in representing GCIAA at the Aviation Minority Advise ment Council. She noted that it was very enlightening with many airports across the county being represented. Many of these airports were going through various challenges in getting their particular airports up and running. Workforce training was a topic of conversation, as was MBE/DBE/WWE. A lot of interest was focused on Gary Airport because all wanted our airport to be successful and to make it. Denise felt that it was important to be a part of this type of positive conversation. The General Manager of Atlanta Airport met with Denise and her group extensively to learn what was needed to make Gary successful.

She looked forward to working with contacts she made in order to get a better grasp on how they all could work together towards making Gary Chicago Airport all it could be.

Mr. Cooper thanked Ms. Dillard for her report.

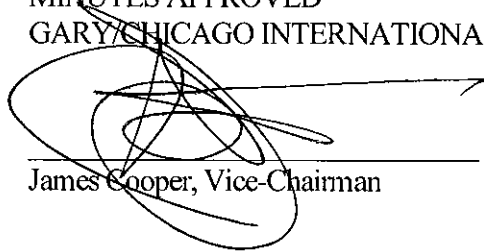
**ADJOURNMENT:**

The meeting was adjourned at 11:36 a.m.

**MINUTES TRANSCRIBED BY D. SCOTT**

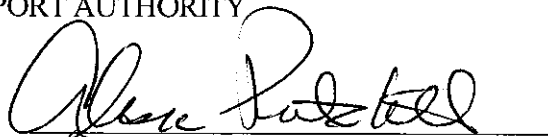
File: SPREGMIN.OCTOBER 6, 2014

MINUTES APPROVED  
GARY/CHICAGO INTERNATIONAL AIRPORT AUTHORITY



A handwritten signature in black ink, appearing to be 'James Cooper', written over a horizontal line. The signature is somewhat scribbled and loops around the line.

James Cooper, Vice-Chairman



A handwritten signature in black ink, appearing to be 'Alesia Pritchett', written over a horizontal line. The signature is cursive and clearly legible.

Alesia Pritchett, Secretary