John Kraft

Subject: FW: Kankakee Airport and roofing contract

From: John Kraft

Sent: Saturday, October 01, 2016 12:47 PM

To: 'rlanglois@langloisroofing.com' <rlanglois@langloisroofing.com>

Subject: Kankakee Airport and roofing contract

Mr. Langlois,

This email is to respectfully ask that you resign as a Commissioner for the Kankakee Valley Airport Authority for the following reasons:

- While you were a Commissioner of the KVAA, Langlois Roofing submitted a bid on a roofing contract
- While you were a Commissioner of the KVAA, Langlois Roofing was awarded a contract by the KVAA
- While you were a Commissioner of the KVAA, you "abstained" from voting on that contract when there was no authority for you to abstain
- While you were a Commissioner of the KVAA, Langlois Roofing received payment for the contract awarded to your company

The controlling statute is the Public Officers Prohibited Activities Act, <u>50 ILCS 105</u>, with Section 3 of the Act discussing Prohibited Interest In Contracts, and Section 4 of the Act describing Penalties for violations of Section 3.

Nothing in the Airport Authorities Act, nor the Kankakee Valley Area Airport Authority Act, permits prohibited interests in contracts, and without express statutory authority, KVAA Commissioners cannot be interested in contracts, except under very limited circumstances in which you do not appear to qualify.

I have petitioned, pursuant to Section 5 of the Airport Authorities Act, the Illinois Department of Transportation asking them to notify the KVAA Board of Commissioners and require them to conduct a hearing to require you to show cause why you should not be removed from office.

I am aware that the KVAA attorney advised to approve this contract, however, he cannot authorize violations of law, which the awarding of this contract appears to be. He should resign for incompetence.

I am writing an article on the awarding of this contract, and plan on pointing out the attorney advised its approval, but ultimately you are the responsible party by even submitting the bid in the first place, and then continued thru accepting the award of the contract and accepting payments based on that contract.

Essentially the contract is void, due to the circumstances surrounding its award.

You are welcome to provide any statements that I can include in my article.

Thanks, John Kraft Xxxxxxxxxx xxxxxx

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