

- 9-4 **VIOLATION/REVOCAION OF PERMIT.** The Executive Director may revoke any permit should any terms and conditions of the permit be violated or should it be determined by the Airport Authority that the applicant made a misrepresentation on its application. The special event permit shall expire at the earliest of the following times: (1) the conclusion of the event; (2) the times set forth in the application; or (3) upon revocation of the special event permit.

## **CHAPTER 10 ATTORNEY RETENTION**

- Sec. 10-1 **ATTORNEY RETENTION.** The following constitutes the DuPage Airport Authority's ("Authority") policies and procedures regarding retaining and working with attorneys.

- 10-2 **PURPOSE OF POLICY.** From time to time, it will be necessary for the Authority to retain counsel for purposes such as receiving advice and/or representing its interests in a variety of forums. The Authority believes that it is advantageous to utilize attorneys on an on-going basis so that familiarity with the Authority's needs, wishes and desires can be achieved. This policy is designed to promote and encourage the prospect of long-term, mutually beneficial relationships between the Authority and the attorneys that successfully perform on its behalf.

- 10-3 **APPROVED ATTORNEY LIST.** The Authority's Board ("Board") will approve a list of attorneys and/or firms from time to time ("Approved List"). When there is a need for legal work, the Chairman or the Executive Director will assign the work to one of the attorneys on the Approved List in accordance with this policy. No Commissioner may assign legal work without Chairman or Board approval. It is not the intent of this policy to prohibit a commissioner from conversing with an Authority Attorney about any matters in which they are currently engaged.

- 10-4 **COMMUNICATING WITH THE AUTHORITY.** In every legal matter affecting the Authority, the Authority as a whole has the ultimate responsibility for managing the matter and making critical decisions. However, because of the Board's meeting schedule and the need for making timely decisions on certain legal matters, it is necessary to delegate such management to the Executive Director. The Executive Director will be primarily responsible for communicating with the Authority's attorneys and, when necessary, will bring issues to the Chairman and/or Board for consideration or direction. The Executive Director may invite the Authority's attorney(s) for direct presentation to the Board.

- 10-5 **LITIGATION.**

- 10-5-1 **Litigation Strategy.** Litigation strategy should be developed as early in a lawsuit as possible and continually updated as necessary thereafter. In general, all strategy decisions should be discussed with

the Board. Each attorney should provide notice to the Executive Director prior to engaging in any of the following activities:

- (a) preparing dispositive motions;
- (b) preparing a counter or cross claim or bringing claims against new parties;
- (c) removing an action to federal court or preparing a motion for change of venue;
- (d) selecting or retaining expert witnesses and/or consultants; and
- (e) preparing post-trial motions.

10-5-2 **Attorneys to Update Board.** For each litigation matter assigned, the attorney shall provide the Executive Director with frequent updates or upon the occurrence of significant events warranting notice to the Authority. In the event of major litigation, a sub-committee of the Board may be established to provide timely input into the process.

## 10-6 EXPENSES.

10-6-1 **Itemization Required.** Subject to the following, the Authority will pay for separately itemized expenses customarily charged by law firms, however, in no event will the Authority pay in excess of the actual cost incurred by the firm for the expense. In all instances, expenses for experts, consultants or other costs must be pre-approved. The Authority expects that hourly rates for attorneys will incorporate all overhead and internal charges associated with a firm's practice such as administration, accounting, library, word processing or other clerical time.

10-6-2 **Incidental Expenses.** It is the Authority's policy that any significant document reproduction be pre-approved except in emergencies where time does not permit. As a general rule, the Authority expects to pay no more than ten cents per copy. The Authority will pay for messenger or overnight mail services provided that such services are necessary. The Authority expects that such services will only be used in exceptional circumstances that could not have been avoided by advance planning. In the event an attorney is required to travel out of town in connection with work being performed for the Authority, the Authority will pay expenses pursuant to the Authority's adopted travel policy.

10-7 **BILLING STATEMENTS.**

10-7-1 **Monthly Billing.** Billing for legal services should be sent on a monthly basis to the Executive Director. Bills should be submitted within thirty (30) days after the end of the month in which the services were performed or the expenses incurred. Any bills for legal services must contain the following information:

- (a) a separate statement or section for each matter an attorney handles for the Authority;
- (b) the name, status, and billing rate of each professional;
- (c) a detailed description of the type of work being performed by each individual and the amount of time expended to complete each task;
- (d) a total charge for each matter for the billing period and the cumulative totals for the matter being billed; and
- (e) an itemized listing of all disbursements/expenses and their associated costs, including the date the expense was incurred with copies of supporting receipts or invoices.

10-7-2 **Billing Increments.** The Authority will not accept billing in increments greater than ten (10) minutes.

10-8 **SPECIAL SERVICES.** This policy may be waived in certain circumstances in which a contractual relationship is established including but not limited to bond issues.

**CHAPTER 11 FUEL DISCOUNTS**

Sec. 11-1 **DISCOUNTS.** The following discounts shall apply to purchase of fuel from the DuPage Airport Authority.

11-1-1 **Jet A.** The discount structure shown in Section 1 of Appendix 11-A shall apply to all JET A fuel sales as a reduction off of the then current standard retail posted price prior to the application of State sales taxes.

11-1-2 **100LL.** The discount structure shown in Section 2 of Appendix 11-A shall apply to all 100LL fuel sales as a reduction off of the then current standard retail posted price prior to the application of State sales tax.

11-1-3 **Based Customers.** Based customer is defined for purpose of this Chapter as those aircraft legally stored in hangers and tie-downs of the Authority or its tenants, paying legal tenants of licensed SASOs, and