

aircraft owned and/or operated by licensed SASOs located on the DuPage Airport.

CHAPTER 12 FEES

Sec. 12-1 AIRCRAFT PARKING FEES.

12-1-1 Outdoor and Indoor Aircraft Parking Space Fees.

- (a) **General Parking Spaces.** Each person occupying a DAA outdoor or indoor aircraft parking space, other than at the Flight Center Apron or community storage at the High Tail Hangar, shall pay to the DAA a monthly parking fee as determined by the Authority from time to time. The current fees are contained in Sections 1 and 2, respectively, of Appendix 12-A.
- (b) **Flight Center Apron Spaces.** Each person occupying a DAA outdoor aircraft parking space at the Flight Center Apron shall pay to the DAA a monthly parking fee as determined by the Authority from time to time. The current fees are contained in Section 3 of Appendix 12-A.
- (c) **Increase in Fees.** The fees described in this section 12-1-1 shall be revised each year on May 1 so as to reflect increases in the Consumer Price Index for that year and shall be reattached and made a part hereof in the Appendix.

12-1-2 **Overnight Parking Fee.** Each person occupying a DAA outdoor aircraft parking space after 11:00 p.m. shall pay to the DAA a nightly parking fee as determined by the Authority from time to time. The current fees are contained in Section 4 of Appendix 12-A. The fees described in this section 12-1-2 shall be revised each year on May 1 so as to reflect increases in the Consumer Price Index for that year and shall be reattached and made a part hereof in the Appendix.

12-1-3 **Aircraft Parking Space Administrative Fee.** Each person occupying a DAA aircraft parking space on a monthly basis shall pay to the DAA an administrative fee as follows:

- (a) **Initial Fee.** An initial filing and recording fee of \$10.00 for each new person paying for a space.
- (b) **Change Fee.** A filing and recording fee of \$10.00 for each change of outdoor or indoor aircraft parking space. Such fee shall not apply when change is ordered by the DAA.

12-1-4 **Method of Payment.** The fees provided for herein shall be paid to the DAA in advance for each monthly period on or before the 1st day of the month. Overnight fees will be paid in advance prior to departure or will be billed directly. Administrative fees shall be paid at such time as the fee is incurred.

12-1-5 **Enforcement of Fees.** In order to ensure payment of the fees set forth herein, the Executive Director shall have the following powers:

If any fee is not paid when due, in addition to any other remedy authorized by law or ordinance, the Executive Director may terminate the use of the parking space and may use reasonable measures to immobilize the aircraft or have it removed and impounded until all fees, including reasonable towing [\$100.00] and late fees are paid. For failure to pay any fee when due, the person or entity owing said fee shall be charged one times the daily rate regularly charged by the Authority for that service or one times the daily rate set forth in any contract. The foregoing late fee shall be applied on a per-diem basis beginning on the 61st day after the fee is due for all parking space referenced in subsections (a) and (b) of Section 12-1-1 and on the 1st day of delinquency for all space referenced in Section 12-1-2. If the regular fee for the service is charged on a monthly basis, the monthly charge shall be prorated on a per-diem basis for the purpose of computation. This late fee shall be in addition to the daily or monthly fee already due.

12-2 **SASO FEES FOR CHARTER AND AIRCRAFT MAINTENANCE OPERATIONS.**

12-2-1 **Part 145 SASO Fees.** The fee for FAA Part 145 Airframe and Power Plant Repair and Part 145 Avionics and Instrument Repair paid to the Authority shall be the fee specified in Section 1 of Appendix 12-B.

12-2-2 **Part 135 SASO Fees.** The fee for FAA Part 135 Charter paid to the Authority shall be the fee specified in Section 2 of Appendix 12-B.

12-3 **TRANSIENT CUSTOMERS ON THE FLIGHT CENTER RAMP.**

12-3-1 **Ramp Fees for the Flight Center Ramp.** Each transient aircraft that enters upon the Flight Center ramp, as depicted on Appendix 12-C hereto and made a part hereof, shall pay to the DuPage Airport Authority a Transient Ramp Fee set forth in Appendix 12-D.

- 12-3-2 **Based Aircraft Exemption.** Any aircraft that are based at DuPage Airport by virtue of the lease/rental of hangar and/or tie-down spaces and otherwise lawfully operating are considered Based Customers and are exempt from the terms of this Section 12-3.
- 12-3-3 **Government Aircraft Exemption.** Any aircraft owned and operated by any local, state or federal government Agencies are exempt from the fee structure as set forth in this Section 12-3.
- 12-3-4 **Application of Transient Ramp Fees.** The transient ramp fee shall only apply to an aircraft once during a period from 12:00 am through and including 11:59 pm (00:00 thru 23:59 local time).
- 12-3-5 **Exemption for Fuel Purchase.** Any transient aircraft that purchases the appropriate quantity of fuel as set forth in Appendix 12-D shall be exempt from the terms of this Section 12-3.
- 12-3-6 **Overnight Parking Fee.** Each transient aircraft that pays the transient ramp fee shall also have the Overnight Parking Fee that is applied after 11:00 pm per Section 12-1 waived for the first night. Any subsequent additional nights that the aircraft is on the Flight Center ramp after 11:00 pm, said Overnight Parking Fee shall be applied.
- 12-3-7 **Method of Payment.** The fees provided for herein shall be paid to the DuPage Airport Authority through the DuPage Flight Center prior to departure or will be billed directly.

12-4 **OPTION FEE FOR DEVELOPMENT POLICY.**

- 12-4-1 **Purpose.** The DuPage Airport Authority believes it to be in the best interests of the public and those who use the Airport that the Airport generate sufficient revenue to provide for necessary airport services and safety and believes that it should negotiate an option fee in the event a party desiring to develop Airport property requests that the Authority remove such property from any discussions with other interested parties.
- 12-4-2 **Deposit.** In order to secure an option to develop property, the party seeking the option shall deposit a sum equal to 75% of the value of the estimated fair market Ground Lease for the property, as determined at the sole and absolute discretion of the DuPage Airport Authority.

(a) **Initial Option Deposit Equation**

$$\begin{aligned} & \text{Estimated Ground Lease SF} \\ & \times \text{ Estimated Annual Lease Rate per SF} \\ & = \text{Estimated Annual Ground Rent} \\ & \times \frac{75\%}{12} \\ & = \text{Option Period Annual Lease Rate} \\ & \div \frac{12}{12} \\ & = \text{Monthly Option Rate} \\ & \times \text{Number of Months for Initial Option Period (30 days = 1 month)} \\ & = \text{Initial Option Deposit} \end{aligned}$$

(b) **Option Period Extension Deposit Equation**

$$\begin{aligned} & \text{Estimated Annual Ground Rent} \\ & \div \frac{12}{12} \\ & = \text{Monthly Option Extension Rate} \\ & \times \text{Number of Months for Extension Period (maximum 3 months)} \\ & = \text{Option Period Extension Deposit} \end{aligned}$$

12-4-3 **Term of Option.**

- (a) **Initial Option Period.** The initial option period is for a period up to one hundred and eighty (180) days.
- (b) **Extension.** The option period may be extended, upon approval of the Authority, for a maximum of ninety (90) days for an additional deposit equal to 100% of the estimated fair market Ground Lease for the property.
- (c) **Maximum Option Period.** The maximum option period, with extensions, is for a total of two hundred and seventy (270) days.

12-4-4 **Disposition of Deposit.**

- (a) **Upon Execution of Lease.** The deposit is fully credited toward an executed Ground Lease.
- (b) **Upon Failure to Exercise Lease.** The deposit is forfeited to the Authority if no Ground Lease is executed.

12-5 **CUSTOMS SERVICE USER FEE.** Effective September 1, 2003, the charge for the use of Customs shall be as shown in Appendix 12-E.

12-6 **LATE FEES.** A 1.5% per-month late fee shall be assessed upon all accounts receivable of the DuPage Airport Authority which are in excess of thirty (30) days past due.

12-7 **SELF-FUELING FEES.** Anyone desiring to exercise the owner's right, under the Federal Aviation Administration's Airport Compliance Requirements, to self fuel aircraft shall pay the following fees:

12-7-1 **Fuel Flowage Fee.** A fuel flowage fee of 25¢ per gallon.

12-7-2 **Fuel Truck Permit Fee.** Effective February 1, 1998, a fuel truck permit fee of \$1,000 per year for vehicles weighing less than 30,000 lbs. GVW and \$5,000 per year for vehicles over 30,000 lbs. GVW is established.

12-8 **FEES FOR CONDUCTING AVIATION-RELATED BUSINESS.** The fees and charges set forth in Appendix 12-F shall be charged and collected for the conduct of aviation-related business at the DuPage Airport.

12-9 **LAND DEVELOPMENT FEES**

12-9-1 **Initial Phase.** The Executive Director or other staff of the Authority shall meet with any Developer to discuss their development proposals. The Authority shall advise the Developer of the policies and procedures applicable to developing land at the Airport. No cost reimbursement shall be required hereunder during this initial phase when no out-of-pocket costs for consultants are incurred by the Authority.

12-9-2 **Cash Deposit.** After the initial phase, when the Authority determines that it is reasonably necessary or appropriate to retain consultants to advise it on the Developer's proposal, the Developer shall reimburse the Authority for the Reimbursable Costs as hereinafter defined.

The term "Reimbursable Costs" as used herein shall mean the out-of-pocket costs incurred by the Authority only in connection with its regulatory review and approval or rejection of the Developer's plans as a municipal corporation governing the development of land at the Airport. These costs may include fees for real estate advisors, engineers, land planners, attorneys or other consultants which the Authority determines to be reasonably necessary or appropriate for the project in question. Reimbursable Costs shall not include any costs incurred by the Authority for its staff time or other overhead expenses or for any legal or other fees relating to drafting or negotiating a letter of intent, ground lease or option to lease.

The Developer shall make a cash deposit with the Authority to secure its reimbursement obligation. The Developer and the Authority shall enter into a retainer agreement in the form attached in Appendix 12-G hereto for this purpose (the "Retainer Agreement").

Notwithstanding anything to the contrary contained herein, the Board of Commissioners of the Authority shall have the power to waive, defer or modify the terms and conditions of the Retainer Agreement on a case-by-case basis due to real estate market conditions or the type of development being proposed as it deems necessary or appropriate.

CHAPTER 13 PROHIBITED VEHICLE PARKING

Sec. 13-1 **PROHIBITED PARKING AREAS.** The DuPage Airport Authority may establish tow-away zones in which the parking of vehicles is prohibited or restricted. The location of such zones and the prohibition or restriction shall be clearly designated by signs posted or other conspicuous markings, and such signs or markings shall indicate that vehicles in violation will be towed and impounded.

13-2 DEFINITIONS.

13-2-1 The term “tow-away zone” shall mean an area designated by the Board of Commissioners of the DuPage Airport Authority (hereinafter the “Board of Commissioners”) where vehicles may be impounded upon violation of this Chapter. A current list of such zones appears at Appendix 13-A.

13-2-2 The term “impounded” shall mean the removal of the vehicle to a storage facility either by a law enforcement officer or authorized agent of the DuPage Airport Authority or by a contractor for towing and storage in response to a request from a law enforcement officer or authorized agent of the DuPage Airport Authority.

13-3 **PROHIBITED PARKING.** Where signs are erected or other markings exist giving notice thereof, no person shall park or leave standing or unattended a motor vehicle where prohibited or restricted by such signs or other markings.

Violators of this Chapter may be assessed a fine up to \$25 per day, not to exceed \$500. Each calendar day that such violation continues shall constitute a separate offense.

A vehicle in violation of this Chapter may be impounded, with or without citation and without giving prior notice to its owner, when the vehicle is illegally parked in a tow-away zone as established by this Chapter.

13-4 **IMPOUNDMENT OF VEHICLE.** When impoundment is authorized, a vehicle may be impounded either by a law enforcement officer or authorized agent of the DuPage Airport Authority or by a contractor for towing and storage acting at the request of a law enforcement officer or authorized agent of the DuPage Airport Authority and in accordance with any contract authorized by the Board of Commissioners.