

CHAPTER 1 ENACTMENT

- Sec. 1-1 **CREATION.** A Metropolitan Airport Authority was created pursuant to 70 ILCS 5/0.01 *et seq.*, the official name of which shall be the DuPAGE AIRPORT AUTHORITY.
- 1-2 **FISCAL YEAR.** The fiscal year of the DuPage Airport Authority shall begin on January 1 and shall end on December 31.
- 1-3 **SEAL.** The Board of Commissioners shall adopt a seal as the corporate seal of the DuPage Airport Authority.
- 1-4 **BYLAWS.** The Board of Commissioners of the DuPage Airport Authority shall adopt and maintain bylaws which the Board of Commissioners may amend from time to time. A copy of the current Bylaws are attached at Appendix 1-A.
- 1-5 **MISSION.** It is the mission of the DuPage Airport Authority to provide general aviation facilities and services to the suburban Chicago area, including corporate aviation services, recreational aviation, charter service, local commuter service and air cargo while fostering aviation related businesses on the field and to develop and lease or sell surplus vacant land in a manner compatible with airport uses in order to generate significant long-term income which, along with increased aviation related revenues, will stimulate the local economy, provide for the creation of jobs, bring outside revenues to local businesses, increase tax revenues for the local communities and reduce the Airport's property tax levies until the Airport is operated profitably without using revenues from taxpayers.

CHAPTER 2 COMMISSIONERS

- Sec. 2-1 **COMPENSATION OF COMMISSIONERS.** The compensation for each Commissioner of the DuPage Airport Authority shall be the maximum amount from time to time provided by the Airport Authorities Act, 70 ILCS 5/0.01 *et seq.*
- 2-2 **INDEMNIFICATION AND DEFENSE.** Any officers, whether elected or appointed, employees and any other authorized officials, committees, commissions or agencies of the DuPage Airport Authority shall be indemnified and defended to the extent permitted by law by the DuPage Airport Authority from and against all liabilities, expenses of investigation, judgments and amounts paid in settlement which may be imposed upon or reasonably incurred or paid by such official or employee in connection with or resulting from any claim made against him or her, or any action, suit, proceeding or investigation in which he or she may be involved as a result of acts within the scope of his or her prescribed duties or employment for the DuPage Airport Authority, whether or not he or she continues to be such official or employee at the time of such claim, action, suit, proceeding or investigation.

2-2-1 **Choice of Counsel.** The Board of Commissioners, on behalf of the DuPage Airport Authority, shall have the right to select legal counsel to defend any claims or lawsuits brought against any official, appointed or elected, or any employees; provided that, in cases in which the Commissioners are sued in their personal capacities, such officials sued shall have the right to concur in or disapprove the choice of legal counsel made by the Board of Commissioners. Failure of any employee or elected or appointed official of the DuPage Airport Authority to assist and cooperate with appointed legal counsel in his or her defense may result in a waiver of the rights to representation and indemnification.

2-2-2 **Exceptions.** The provisions for defense and indemnification shall not apply to:

- (a) Any liability or cost with respect to any matter as to which such officer, official or employee is adjudged by a court of competent final jurisdiction to be guilty of bad faith, actual malice or willful and wanton misconduct in the performance of his or her duties as such officer, official or employee.
- (b) Any liability or cost with respect to any matter as to which the officer, official or employee is adjudged by a court of competent final jurisdiction to have been acting outside of the scope of his or her employment or official capacity.
- (c) Any payment, expense or cost arising out of a settlement of any claim, action, suit or proceeding, unless (i) such settlement shall be approved by the court having jurisdiction over such claim, action, suit or proceeding with express knowledge of the existence of the indemnification provided hereby; or (ii) such settlement shall have been made upon the written opinion of legal counsel to the effect that there is no reasonable ground for any finding of bad faith, actual malice or willful and wanton misconduct on the part of such official or employee and that the anticipated cost of such settlement will not substantially exceed the estimated cost and expense of defending such claim, action suit or proceeding to a final conclusion;
- (d) Any liability, expense, judgment or amount paid in settlement in conjunction with or resulting from any claim, action, suit or proceeding in which such official, employee, former official or former employee and the DuPage Airport Authority itself, or officials of the DuPage Airport Authority acting in their governmental capacities, are adverse parties; or

- (e) The cost of independent legal representation in any such action, suit or proceeding if the DuPage Airport Authority offers, or otherwise indicates its willingness to provide, a legal defense with respect to such claim, action, suit, proceeding or investigation.

2-2-3 **No Waiver.** Nothing herein contained is intended to or shall result in the waiver of any immunity available to the DuPage Airport Authority, its officers and employees, by the operation of the Local Governmental and Governmental Employees Tort Immunity Act or any other statute or the right of the DuPage Airport Authority to avail itself of any and all defenses provided by such immunity statute on behalf of itself, its officers and employees.

CHAPTER 3 RULES AND REGULATIONS

Sec. 3-1 INTRODUCTION.

3-1-1 Purpose.

- (a) These Rules and Regulations, and any amendments thereto, are designed to protect the public health, safety, interest, and general welfare at the DuPage Airport Authority and to restrict or prevent any activity or action that would interfere with the safe, orderly and efficient use of the Airport by its passengers, operators, Tenants, and users.
- (b) It is not the intent of these Rules and Regulations to excuse any entity from performing any obligation it may have under any Agreement the entity has with the DuPage Airport Authority whether the Agreement is in existence on the date of the adoption of these Rules and Regulations or entered into at any time thereafter.

3-1-2 **Applicability and Conditional Use of DuPage Airport.** Any Permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including Aircraft Operators; Vehicle Operators; Aircraft crewmembers and passengers; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of Operators and lessees; entities doing business with the Authority, its contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules and Regulations and all applicable Regulatory Measures that may be promulgated by any governing body or Agency having jurisdiction over the Airport.