

- (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.

3-1-3      **Title VI of The Civil Rights Act of 1964.**

(a) Assurances. The DuPage Airport Authority (hereinafter referred to in this section as the "Sponsor") HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act") and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives federal financial assistance from the Department of Transportation including the Federal Aviation Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Subsection 21.7(a)(1).

(b) Covenants. The Sponsor does hereby covenant and agree that:

- (i) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
- (ii) That in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
- (iii) That the Sponsor shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of

the Civil Rights Act of 1964, and as said Regulations may be amended.

3-1-4     **Enforcement.**

- (a) The DuPage Airport Authority may remove or evict from the Airport any person who knowingly, willfully or recklessly violates any rule or regulation prescribed herein, or any rule or regulation in effect by the federal government or the State of Illinois, and may deny use of the Airport and its facilities to any such person if it is determined that such denial is in the public interest.
- (b) Subsequent to removal or eviction, no person shall come upon or use the Airport, except while enplaning or deplaning as a passenger on an Aircraft operating at the Airport.

3-1-5     **Variance or Waiver.** The Authority may vary from the provisions of these Rules and Regulations from time to time when the circumstances may require. Any variance shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular Operator/user and the particular provision that is the subject of the variance and only for so long as the circumstances warranting the variance exist. Because of the unique facts and circumstances surrounding a variance, a variance in one instance or under certain terms and conditions does not mandate a variance under similar or related circumstances, terms or conditions if the Authority's experiences or the differences in circumstance (however slight) lead the Authority to decline to make a similar variation in the future.

3-1-6     **Liability.** The DuPage Airport Authority and the Executive Director assume no liability for Aircraft using the facilities of DuPage Airport; nor does it assume any liability for injury to persons while on the Airport or while using the facilities of the same.

3-2     **DEFINITIONS.** The following terms as used in this Chapter are defined as follows:

*AC:* Advisory Circular.

*Accident:* A collision or other contact between any part of an Aircraft, Vehicle, person, stationary object and/or other thing with results in Property damage, personal injury, or death; or an entry into or emerging from a moving Aircraft or Vehicle by a person which results in personal injury or death to such person or some other person or which results in Property damage.

*Aeronautical Activity or Activities:* Any type of service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of

Aircraft or another Aeronautical Activity or which contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on Airports, are considered aeronautical activities within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, Aircraft ambulance, aerial advertising, aerial surveying, Aircraft Maintenance, sale of Aircraft parts, and any other activities which, in the sole judgment of the Authority, because of their direct relationship to the operations of the Aircraft or the Airport, can be appropriately regarded as an Aeronautical Activity.

*Agency:* Any federal, state, or local governmental entity, unit, Agency, organization or authority.

*Agreement (or Permit):* A written contract, executed by both parties, and enforceable by law between the DuPage Airport Authority and an entity, granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which Activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties.

*Aircraft:* An contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

*Aircraft Operator:* A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

*Aircraft Maintenance:* The repair, maintenance, alteration, preservation, or inspection of Aircraft (including the replacement of parts). Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. Minor repairs include normal routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft and their accessories.

*Airport Operations Area (AOA):* A portion of the Airport designated and used for landing, taking off, or surface maneuvering of airplanes. There are two areas of the AOA B the Movement Area and the Non-Movement Area.

*Airport:* All land lying within the Property boundaries depicted on an approved Airport layout plan containing all landlord Improvements owned by the Authority and designated by the Authority for use as a navigational facility known as

DuPage Airport, the facilities and boundaries of which may be modified from time to time.

*Airport Roadway:* Those vehicular ways on the Airport designated and made available by the Airport as ways to which the public has the right of access.

*AOA Vehicle Permit:* A vehicular permit issued by the Executive Director, authorizing unescorted vehicle access to the AOA.

*Apron:* Those paved areas of the Airport within the AOA designated by DuPage Airport for the loading or unloading of passengers or cargo, servicing, or parking of Aircraft.

*Authority:* The DuPage Airport Authority, an Illinois Special District, and its Board of Commissioners.

*Airport Employee:* Any authorized representative of the Authority.

*Air Traffic Control (or ATC):* A service operated by appropriate authority to promote the safe, orderly, and expeditious flow of air traffic.

*Avgas:* An aviation gasoline utilized in non-turbine powered Aircraft.

*Based Aircraft:* Any Aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) and registered at the Airport with an assigned tie-down or hangar space on the Airport or adjoining Property that has direct Taxiway access to the Airport.

*CFR:* Code for Federal Regulations, as may be amended from time to time.

*Commercial Activity:* An Activity that involves, makes possible, or is required for the operation of Aircraft, or that contributes to, or is required for the safe conduct and utility of such Aircraft operations, the purpose of such Activity being to generate and/or secure earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

*Commercial Photography or Videotaping:* Any photography for any purpose at, from or on the Airport which would be construed as a Commercial Activity.

*Emergency Vehicle:* Vehicle of the police or fire department, ambulance or any Vehicle conveying an Airport official or Airport Employee in response to an official emergency call.

*Executive Director:* The individual charged with the duty to manage, supervise, and control the safe day-to-day operations of the Airport.

*Federal Aviation Administration (or FAA):* The division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

*Flight Training:* Any primary use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or other destination. Flight Training shall also include any portion of a flight between two Airports or other destination dedicated to increasing or maintaining pilot or crewmember proficiency.

*Fuel:* Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft or Vehicles.

*Fuel Handling:* The transporting, delivering, fueling, or draining of Fuel or Fuel waste products.

*Fuel Storage Area:* Any portion of the Airport designated temporarily or permanently by the Executive Director as an area in which Fuel may be stored or loaded.

*General Aviation:* All aviation with exception of air carriers (including cargo) and government. General Aviation Aircraft are utilized for Commercial and non-commercial purposes including business/corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

*Hazardous Materials:* All solid, liquid, or gaseous substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic or a contaminant or pollutant under any environmental law.

*Improvements:* Any buildings, hangars, paved areas such as parking lots, ramps, or Apron, fencing, signs, landscaping or other Improvements constructed or installed by the Authority and/or Lessee on its premises.

*Law Enforcement Officer:* An employee of a government Agency who is authorized by law to engage in or supervise the prevention, detection, investigation, prosecution, or the incarceration of any person for any violation of law.

*Leased Premises:* The land and/or Improvements used exclusively by Lessee for the conduct of Lessee's activities.

*Limousine:* A Vehicle for hire that is not configured with a taximeter, which charges unmetered predetermined rates.

*Limousine Staging Area:* Waiting (in excess of thirty (30) minutes) areas designated for Limousines picking-up and dropping-off customers. Limousine

Staging Areas are located in the Long Term Parking Area and AOA area of the DuPage Flight Center Apron (requiring escort from Airport Employee).

*Loitering:* Person unable to give satisfactory explanation of presence.

*Long Term Parking Area:* The designated parking area, located northwest and southwest of the Air Traffic Control Tower (2710 International Drive), where Vehicles may be parked for no more than 30 days.

*Minimum Standards:* Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition of the right to engage in Commercial Activity at the Airport.

*Movement Area:* The runways, Taxiways, and other areas of the Airport which are utilized for taxiing/hover taxiing, air taxiing, takeoff, and landing of Aircraft, exclusive of loading ramps and parking areas. Specific approval for entry onto the Movement Area must be obtained from ATC.

*National Fire Protection Association (or NFPA):* All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference..

*Non-Commercial Operator:* An entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. In all cases, the Non-Commercial Operator neither offers nor engages in Commercial Aeronautical Activities.

*Non-Movement Area:* Taxi Lanes, ramps, Aprons and other areas not under the control of ATC.

*NOTAM:* Notice to Airmen.

*Official Vehicle:* Fire, law enforcement, ambulance, security, maintenance, line service, FAA, NTSB and others specifically authorized by the Executive Director

*Operator:* An entity that has entered into an Agreement with the Authority to engage in Aeronautical Activities.

*Owner:* The registered legal Owner of an Aircraft according to the records of the FAA or a Vehicle according to the Department of Motor Vehicle records.

*Parking or Stopping:* The unattended standing of an Aircraft or Vehicle, whether occupied or not in a manner that the person in possession of said Aircraft or Vehicle is not present or is unwilling or unable to provide for its immediate removal.

*Permission:* A right or approval granted by the Executive Director.

*Permittee:* A person or business who has written Permission (permit) from the Executive Director to conduct occasional activity, within the confines of the permit, at the Airport.

*Property:* Anything that is owned by an entity. Property is divided into two types: real property, which is any interest in land, real estate, growing plants or the Improvements on it, and personal property, which is everything else.

*Public Area:* Those areas of the Airport open for public thoroughfare, gathering, waiting, and/or viewing, and in which access is not restricted by federal and Airport regulations.

*Refueling Vehicle:* Any vehicle used for Fuel Handling, including without limitation, Fuel servicing hydrant vehicles and hydrant carts.

*Regulatory Measures:* Federal, state, county, local, and Authority, laws, codes, ordinances, policies, rules, and regulations, including without limitation, those of the United States Department of Transportation, the FAA, NFPA, and these Rules and Regulations; all as may be in existence, hereafter enacted, and amended from time to time.

*Release:* Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, general water, or air, or otherwise entering into the environment.

*Restricted Areas:* Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel only pursuant to federal and Airport Regulatory Measures, including but not limited to: the AOA, fire lanes, Airport maintenance facilities, Airport Employee areas, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with appropriate signage.

*Restricted or Prohibited Parking Zones:* Parking areas clearly designated and amended from time to time by the Authority for restricted or prohibited Vehicle parking. Restricted or Prohibited Parking Zones (or tow-away zones) are identified by signs or other conspicuous markings, indicating that Vehicles in violation will be towed and impounded. Restricted or Prohibited Parking Zones include but are not limited to reserved parking, handicap parking, time specified parking (e.g., 30-minute parking), no overnight parking.

*Rules and Regulations:* Rules and Regulations of the Airport, properly adopted by the Authority, as may be amended from time to time.

*Security Coordinator:* The individual(s) designated by the Executive Director to coordinate functions of safety and security for the Airport.

*Special Event:* Any activity conducted on Airport Property, including, but not limited to, an outdoor sale, large assembly (25 or more people) in a private Airport business or hangar or any private gathering on Property owned by the Authority, a carnival or carnival-style amusement, or any event requiring the



assistance of Airport Employee(s) outside the realm of their typical duties, any activity requiring the use and/or closure of a parking lot, ramp, Taxiway or runway and any event requiring an airspace waiver or the issuance of a NOTAM.

*Specialized Aviation Service Organization (SASO):* A commercial Operator that provides one or more of the following services: (1) specialized Aircraft repair services (radios, painting, upholstery, propellers, instruments, accessories, etc.); (2) Aircraft airframe and powerplant maintenance and repair; (3) Flight Training; (4) Aircraft rental; and/or (5) Aircraft charter and air taxi.

*Taxi Lane:* The portion of the Aircraft parking area used for access between Taxiways and Aprons not under ATC control.

*Taxiway:* A defined path, usually paved, over which Aircraft can taxi from one part of the Airport to another (excluding runways) and which may be under ATC control.

*Tenant:* Any person holding a valid lease, easement or similar Property right from the Authority, which grants certain rights in Property of the Authority.

*Tiedown:* An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points are located.

*Transient Parking:* The parking of Aircraft not normally based at the Airport in an area specifically set aside by the Authority for this purpose.

*TSA:* Transportation Security Administration.

*Ultralight Vehicle:* Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than One Hundred Fifty-Five pounds (155 lbs.); or if powered, weighs less than Two Hundred Fifty-Four pounds (254 lbs.) empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation; has a Fuel capacity not exceeding five (5) U.S. gallons; is not capable of more than fifty-five (55) knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed twenty-four ( 24) knots calibrated airspeed.

*Vehicle:* Every device, in, upon or by which any person or Property is or may be transported or drawn upon a highway or requiring a certificate of title, except devices moved by human power, devices used exclusively upon stationary rails or tracks and snowmobiles.

*Vehicle Operator:* Any person who is in actual physical control of a Vehicle.

### **3-3 GENERAL RULES AND REGULATIONS.**

#### **3-3-1 Entry Upon or Use of Airport.**

- (a) Entry upon the Airport shall be made only at locations designated by the Executive Director.
- (b) Nothing herein contained shall be construed to limit the use of any area of the Airport by employees of the Airport, approved Airport contractors, or to prevent any Law Enforcement personnel, or fire department personnel from acting in their official capacity.
- (c) The Authority shall not be responsible for loss, injury or damage to persons or Property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, damage, or other acts of God, nor shall they be liable for injury to persons while on the Airport.

#### **3-3-2 Conduct of Business or Commercial Activity.**

- (a) No person shall engage in any business or Commercial Activity of any nature whatsoever on the Airport except with the written approval of the Executive Director and under such terms and conditions as may be prescribed by the Authority contained both in these Rules and Regulations and Minimum Standards.
- (b) The Authority shall set a schedule of fees for private and commercial activities. No individual or organization shall engage in any private or business or commercial activities of any type at the Airport unless prior written Permission is obtained from the Executive Director and the proper fees have been paid to the Authority. The Authority reserves the right at any time to increase or decrease said fees.

#### **3-3-3 Solicitation, Picketing, and/or Demonstrations.**

- (a) Conduct of or participation in solicitation (funds, free rides, etc.), picketing, parading, marching, patrolling, demonstrating, sit-downs, and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials on the Airport is prohibited without prior written Permission in the form of a Permit from the Executive Director.
- (b) Labor demonstrations.
  - (i) No person shall walk in a picket line as a picket or take part in any labor-related demonstration on any part of the Airport except in those places specifically related to access to a labor dispute site and which the Executive Director may specifically assign.
  - (ii) Labor-related demonstrations on the AOA are prohibited.

(c) Public demonstrations.

- (i) No public demonstrations shall be permitted within twenty-five (25) feet of the entrance to any building or which in any manner; obstructs or hinders persons from entering or leaving any portion of the Airport, interferes with normal business activities authorized to occur on the Airport; or may affect the safe operation of the Airport.
- (ii) All public demonstrations shall be conducted in the area(s) designated by the Executive Director.
- (iii) Notice of any public demonstration shall be provided in writing to the Executive Director at least seven (7) days prior to the date of the public demonstration. Such notice must include: name, address and telephone number of the sponsoring individual or organization starting time and duration of the demonstration; expected number of participating persons; and a copy of any required permit from the City of West Chicago.
- (iv) All public demonstrations for which any portion is scheduled to occur other than during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday (except legal holidays), are subject to an advance permit fee of One Hundred Dollars (\$100.00) to defray the additional Airport Employee and security costs.

3-3-4 **Signage/Advertisements.**

- (a) No written advertisements, signs, notices, circulars, and/or handbills may be posted, distributed, or displayed on the Airport without the prior written Permission of the Executive Director.
  - (i) The posting, distributing, or displaying of written advertisements, notices, circulars, and/or handbills on Aircraft or Vehicles is prohibited.
  - (ii) The Authority has the right to remove any such sign, placard, picture, advertisement, name or notice in any such manner as the Executive Director may designate.
- (b) Signage installed on the Airport must meet specifications established by the Authority.

3-3-5 **Operator and Tenant Facilities.** Operator and Tenant facilities are expressly for the conduct of the Operator's or Tenant's business and operations. No person other than employees and customers of the Operator or Tenant shall make use of such facilities on such premises without Permission of Operator or Tenant.

3-3-6      **Use of Roadways and Walkways.**

- (a) No persons shall travel on the Airport other than on the roadways, walkways, or places provided for the particular class of traffic.
- (b) No person shall occupy the roadways or walkways in such a manner as to hinder or obstruct their proper use.

3-3-7      **Animals.**

- (a) Domestic pets and animals, except for special assistance (*e.g.*, canine companion or seeing-eye dog) or law enforcement dogs, are not permitted on the Airport unless controlled or restrained by a leash or container.
- (b) No person shall enter the DuPage Flight Center with domestic pets and animals, except for special assistance (*e.g.*, canine companion or seeing-eye dog) or law enforcement dogs, unless they are to be transported by air and restrained by a leash or container.
- (c) Horses, except those utilized by law enforcement or intended to be transported, are not permitted on the Airport.

3-3-8      **Alcoholic Beverages.** Consumption or possession of alcoholic beverages is prohibited on the AOA except inside Aircraft unless specifically approved by the Executive Director.

3-3-9      **Use of Public Areas.**

- (a) No person shall use a restroom other than in a clean and sanitary manner.
- (b) Spitting, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.
- (c) Unless specifically authorized by the Executive Director, no person shall utilize any public facility or area for any purpose other than its intended use.
- (d) The Executive Director reserves the right to exclude or expel any person who, in the judgment of the Executive Director, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

3-3-10      **Smoking.** No person shall smoke in any area, place or building on the Airport where smoking is specifically prohibited by federal, state and local regulations, including but not limited to; public building areas, hangars, Fuel Storage Areas, or within one hundred feet (100 ft.) of any refueling or de-fueling operation.

**3-3-11      Trash or Other Waste Receptacles.**

- (a) Garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or litter of any kind shall not be placed, discharged, or deposited on the Airport except in the receptacles provided specifically for that purpose.
  - (i) The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or litter of any kind on the Airport is prohibited.
  - (ii) Trash or other waste receptacle on the Airport shall only be utilized for waste generated on Airport Property, unless the trash receptacle is privately owned and utilized for the personal trash of the Owner.
- (b) The Executive Director shall designate areas to be utilized for waste receptacles and no other areas shall be utilized.
  - (i) Waste receptacles are prohibited on the AOA unless authorized by the Executive Director.
  - (ii) Waste areas shall be kept clean and sanitary at all times.
  - (iii) Waste receptacles shall be emptied with sufficient frequency to prevent overflowing and shall be cleaned with sufficient frequency to prevent the development of offensive odors.
  - (iv) Waste receptacles shall be equipped with securely fastened lids.
  - (v) Vehicles utilized for hauling waste or recyclables shall not be operated on the Airport unless they are constructed to prevent contents from dropping, sifting, leaking, or otherwise escaping there from.
- (c) Illegal dumping shall be prosecuted to the fullest extent of the law.

**3-3-12      Hazardous Materials.**

- (a) All persons shall comply with applicable federal, state and local environmental laws, rules, regulations and ordinances; Authority environmental policies and procedures (including without limitation, the Stormwater Pollution Prevention Plan (SWPPP), and generally accepted industry environmental practices and standards).
- (b) No person shall discharge, Release, or dispose of any Hazardous Materials on the Airport or surrounding air, lands or waters.
- (c) Any person who experiences overflowing or spilling of oil, grease, Fuel, and/or similar material or substance anywhere on the Airport

is responsible for the immediate cleanup of the spill, proper disposal of the substance, and notification of the Authority and appropriate emergency response agencies.

- (d) In the event that the Executive Director determines that during the course of an environmental incident the responsible party is not capable of, has not, or refuses to take the appropriate action in a timely manner to mitigate the adverse environmental incident, then the Authority reserves the right to take action and/or employ those services that the Authority determines appropriate to control and/or clean up the site. The cost of such services shall be borne by the responsible party.

**3-3-13 Commercial Photography or Videotaping.**

- (a) Commercial Photography or Videotaping is prohibited unless Permission is obtained in the form of a permit from the Authority.
- (b) Commercial Photography or Videotaping within the AOA or Restricted Area is prohibited without proper escort from the Authority.

**3-3-14 Special Events.**

- (a) Special Events planned and/or anticipated at the Airport must obtain written authorization in the form of a permit from the Executive Director and any other Agency having jurisdiction over the event.
  - (i) Special Event permit procedures are available at the Executive Director's office located at 2700 International Drive, West Chicago, IL 60185.
- (b) Special Events shall include but are not limited to:
  - (i) Any social gathering (private, non-private, and/or charity) of non-employees within a area, building and/or structure located at the Airport.
  - (ii) Any distribution and/or dispensing of alcoholic beverages (free or for sale) within an area, building and/or structure located at the Airport.
  - (iii) Any use of an area, building and/or structure that is outside of its intended primary purpose.
  - (iv) Any event or gathering within the AOA.
  - (v) Any display that may directly or indirectly present a problem, hazard, or nuisance to the operations at the Airport and/or the immediately surrounding community.

### 3-4 SAFETY AND SECURITY.

3-4-1 **General.** All persons shall comply with all applicable Transportation Security Administration, federal, state and local security laws, rules, regulations, ordinances, directives; as well as Authority security program(s) and procedures.

#### 3-4-2 **Identification.**

- (a) All persons shall have on their person, government issued photo identification at all times while on Airport Property.
- (b) A Law Enforcement Officer, Executive Director, Airport Security Coordinator, or Airport Employee reserves the right to request any person to present government issued photo identification at any time to ascertain the person's identity.
- (c) All Vehicles authorized unescorted access to the AOA by the Executive Director shall maintain a current AOA Vehicle Permit on their Vehicle as specified in subsection 3-6-3 of these Rules and Regulations.

#### 3-4-3 **General Conduct.**

- (a) No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.
- (b) Destroying, damaging, injuring, defacing, disturbing, or tampering with Property on the Airport is prohibited. Any person who causes damage to Property on the Airport shall be liable for such damage.
- (c) Injuring, disturbing, or harassing any person on the Airport is prohibited. Any person who causes injury to any person on the Airport shall be liable for such injuries.
- (d) No person shall be intoxicated; commit any disorderly, obscene, lewd, indecent, or unlawful act; or commit any act of nuisance (including the use of abusive or threatening language) on the Airport.

3-4-4 **Loitering.** No person shall loiter on any part of the Airport or in any building on the Airport.

#### 3-4-5 **Restricted Areas.**

- (a) No unauthorized person shall enter a Restricted Area on the Airport including but not limited to the AOA and Airport Employee work areas, facilities and equipment.
- (b) Access into a Restricted Area (AOA) is limited to:

- (i) Authorized employees of the Airport.
  - (ii) Owners/Operators and passengers of Aircraft.
  - (iii) Operators, vendors and contractors and their designated employees having a need to conduct business at the Airport.
  - (iv) Agencies required in support of emergency response.
  - (v) Persons with the prior authorization of the Executive Director.
  - (vi) Persons under appropriate supervision or escort by an Airport Employee.
- (c) Access into a Restricted Area (Airport Employee work area) is limited to:
- (i) Authorized employees of the Airport.
  - (ii) With the prior authorization of the Executive Director.
  - (iii) Under appropriate supervision or escort by an Airport Employee.
- (d) Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.
- (e) Persons who have been provided a device or access codes shall only use Authority issued devices and shall not duplicate or otherwise distribute or disseminate the same to any other person unless the Executive Director provides prior written Permission.
- (f) Unauthorized trespassing in a Restricted Area, impersonation of a pilot, flight department or airline employee, Airport Employee or contractor is unlawful and will be prosecuted to the fullest extent of the law.

#### **3-4-6 Suspicious Activity.**

- (a) Any person involved in witnessing suspicious activity on the Airport shall report such Activity to the Police ("911") and the Authority's 24-hour number (800-208-5690).
- (b) Suspicious activity may include but is not limited to:
  - (i) Persons or pilots who appear to be under the control of others.
  - (ii) Persons who appear to be accessing a Vehicle, Aircraft or facility by force.



- (iii) Persons misusing aviation lingo or unfamiliar with aviation procedures.
- (iv) Persons or groups determined to keep to themselves.
- (v) Loitering.
- (vi) Out of the ordinary videotaping or photography of Aircraft or facilities.
- (vii) Aircraft with unusual or obviously unauthorized modifications.
- (viii) Dangerous cargo, explosives or weapons being loaded into an Aircraft.

#### **3-4-7 Weapons and Explosives.**

- (a) Only duly-authorized wildlife depredation personnel, duly authorized security personnel or Airport Employees authorized by the Executive Director, Law Enforcement Officers, or members of the armed forces of the United States or the State of Illinois on official duty shall carry any weapons and/or explosives on Public Areas of the Airport.
  - (i) Firearms transported in Vehicles and Aircraft that are broken down in a non-functioning state, stored in a container for the purposes of shipping for legal recreational uses, and not immediately accessible are accepted. The Owner of such firearms must comply with all Regulatory Measures and will transport such firearms in a safe manner.
- (b) No person shall store, keep, handle, use, dispose of, or transport at, in, or upon the Airport any Class A, Class B, or Class C explosives or Class A poison (as defined in the Interstate Commerce Commission Regulation for transportation of explosives and other dangerous articles), any other poisonous substances (solid, liquid, or gas), compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may (or may likely to) unreasonably endanger persons or Property.
  - (i) This excludes Class C explosives authorized by the Executive Director for use in wildlife management (or control) purposes.

#### **3-4-8 Accidents or Incidents.**

- (a) Any person involved in or witnessing an Accident or incident on the Airport resulting in any injury (or death) to person(s) or damage to Property shall remain at the scene and contact 911 and the Authority's 24-hour number (800-208-5690) immediately and provide all pertinent information as requested.

- (b) No person shall tamper with an Accident/incident scene or fail to comply with any directive issued by the Authority, a Law Enforcement Officer, or any other Agency having jurisdiction over the Accident/incident scene.
- (c) Unauthorized entry into the AOA to access an Accident/incident scene is prohibited.

**3-4-9 Emergency Conditions.**

- (a) Emergency conditions at the Airport shall not mitigate or cancel these Rules and Regulations.
- (b) During such conditions, the Operator of any Aircraft or Vehicle shall make certain that the Aircraft or Vehicle is not moved in any direction unless specifically cleared by ATC, Executive Director, and/or Law Enforcement Officers.
- (c) No person shall enter upon the landing areas, Aprons, or Taxiways of the Airport for the purpose of attending, observing, or assisting at the scene of an Accident except persons requested or permitted to do so by the ATC, the Executive Director, or Law Enforcement Officers.
- (d) Emergency procedures for the Airport may be issued at the discretion of the Executive Director.
- (e) The Executive Director shall determine when normal operations may resume.

**3-5 AIRCRAFT RULES AND REGULATIONS.**

**3-5-1 Aeronautical Activities.** All activities at DuPage Airport (including the controlled airspace of DuPage Airport) shall conform to the current applicable provisions of 14 CFR; applicable Regulatory Measures; these Rules and Regulations; the Minimum Standards; and orders (written or verbal instructions) of the Executive Director and ATC personnel.

**3-5-2 Airworthiness.**

- (a) Only Aircraft considered airworthy by the FAA or any foreign counterpart or holds a ferry permit from such Agency shall land or takeoff from the Airport and/or use any area of the Airport for Aircraft parking or storage.
- (b) Aircraft Operator shall promptly remove Aircraft that are not airworthy unless the Executive Director grants written Permission.
- (c) Written Permission may be granted by the Executive Director to store Aircraft undergoing major renovation or restoration as long as the Aircraft is stored in a hangar.

- (d) Written Permission may be granted by the Executive Director to store non-airworthy Aircraft utilized for education or training purposes as long as the Aircraft is stored in a location and in a manner so as not to pose a safety hazard or nuisance.
- (e) Should an Aircraft Operator fail to remove an Aircraft (at Aircraft Operator's expense) that is not airworthy after notification by the Executive Director, the Aircraft may be removed by the Executive Director at the risk and expense of the Aircraft Operator without liability for damage arising from or out of such removal.
- (f) Abandoning an Aircraft anywhere on the Airport is prohibited
- (g) The Executive Director, at the risk and expense of the Aircraft Operator, may remove such Aircraft without liability for damage arising from or out of such removal.

**3-5-3 Based Aircraft Registration.**

- (a) All Aircraft based at the Airport must be registered with the Executive Director. Registration must include the following:
  - (i) Aircraft Make and Model;
  - (ii) Aircraft Registration Number;
  - (iii) Aircraft Owner Name, Address, and Phone Number;
  - (iv) If more than one person or group of people own the Aircraft, the name, address, and phone number of all Owners shall be provided to the Executive Director. Lessees are responsible for the registration of all Aircraft based on their Leased Premises; and
  - (v) Proof of Liability Insurance (at the minimum acceptable levels established by the Authority).
- (b) All Operators shall register all Aircraft (owned or non-owned) based on their Leased Premises when such Aircraft arrives on the Airport.
- (c) Aircraft registration with the Executive Director shall be updated within thirty (30) days of any change in ownership or contact information.
- (d) Based Aircraft Operators must have a Tiedown or hangar Agreement with the Authority, Lessee or an authorized SASO.

**3-5-4 Fees, Charges and Payment.**

- (a) Failure to make payment for use of Airport facilities, or other charges levied by the Authority or to the Operators permitted to

collect such fee will be a violation of the Rules and Regulations.

- (b) Aircraft shall not land or take off from the Airport unless the Aircraft Operator has paid the fees and/or charges that may be assessed from time to time by the Authority for such use unless the Aircraft Operator is exempt from payment of certain fees.
- (c) Aircraft exempt from Airport fees and charges (excluding Fuel flowage fees) include Aircraft owned and/or operated by any local, state or federal government Agencies that do not utilize the Airport significantly (as defined in Airport Sponsor Assurances).

### 3-5-5 **Impoundment of Aircraft.**

- (a) The Executive Director shall have the authority to remove at once, any disabled or damaged Aircraft or parts thereof, at the Owner's or Operator's expense, without liability for damage which may result in the course of removal or subsequent to such removal if such disabled or damaged Aircraft constitutes a hazard to persons or Property.
- (b) If such disabled or damaged Aircraft constitutes a nuisance only, the Executive Director shall issue a notice of intention to remove such Aircraft or parts thereof in plain view on such Aircraft or parts thereof, and shall have the authority, forty-eight (48) hours after such a posting, to remove such Aircraft or parts thereof to a suitable location at the Owner or Operator's expense.
- (c) The Executive Director shall have the authority to detain or impound any Aircraft for non-payment of any Tiedown fees and/or charges relating to said Aircraft which are properly due to the Authority.
- (d) For impoundment of Aircraft due to failure to pay Tiedown fees or charges related to said Aircraft the following provisions shall apply: upon delivery of a notice to the Aircraft Owner that the Authority intends to impound said Aircraft, the Owner may request, in writing, a hearing to determine the propriety of the impoundment. The written request for a hearing shall be submitted to and received by the Executive Director within five (5) business days of the date of delivery of notice to the Aircraft Owner or the right to a hearing shall be deemed to have been waived. Within three (3) days of receipt of request for a hearing, the hearing shall be conducted by a hearing officer appointed by the Executive Director. The sole issue to be determined by the hearing officer shall be whether a breach of the provisions of an Agreement with the Authority has occurred. If the hearing officer determines that a breach of the Agreement has occurred, the Aircraft shall immediately be impounded. If the hearing officer determines that a breach of Agreement has not occurred, the Aircraft shall not be impounded. Payment of all Agreement fees, attorney's fees incurred by the Authority and other charges incurred by the impoundment of an Aircraft must be made prior to release of the

Aircraft to the Owner, unless otherwise relieved of that requirement by application of the hearing provisions set forth herein.

**3-5-6 Prohibiting Use of the Airport.**

- (a) The Executive Director shall have the right at any time to close the Airport or any portion thereof to air traffic, to prohibit Aircraft landing and/or taking off at any time and under any circumstances, to delay or restrict any flight or other Aircraft operation (except emergency landings), or to deny the use of the Airport to any person or group when the Executive Director considers such actions to be necessary and desirable in the interest of safety or when the Rules and Regulations herein set forth are being violated.
- (b) The Executive Director, or his designee, may issue/cancel a Notice to Airmen (NOTAM) to close or open the Airport (or any portion thereof) or to terminate or restrict any activity on or at the Airport.
- (c) Under no circumstances shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage incurred by any Operator, Lessee, Permittee, or any other entity.

**3-5-7 Aircraft Accidents or Incidents.**

- (a) Aircraft Operators involved in an Accident on the Airport resulting in any injury (or death) to person or damage to Property shall make a full prompt report of the Accident to the Executive Director and appropriate Agencies, complete any necessary reports and/or forms, and comply with applicable provisions of National Transportation Safety Board Regulations Part 380.
- (b) Report to the Executive Director shall include copies of any reports or documentation provided to the NTSB, FAA, or appropriate Agency.
- (c) Damage to Property includes damage to a runway, Taxiway, Apron, navigational aid, light, or fixture.
- (d) An Aircraft or associated Aircraft parts involved in an Accident on the Airport may not be disturbed, moved, or removed from the scene of the Accident until authorized by the Executive Director, or his designee, who shall receive authorization (to remove the Aircraft) from the FAA and/or NTSB, when applicable.
- (e) Aircraft Operator shall be responsible for the safe and prompt removal of disabled Aircraft and parts within a Movement Area to a Non-Movement Area.
- (f) If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Executive Director, may have the Aircraft removed at the Aircraft

Operator's risk and expense (including but not limited to labor, equipment, and subcontractors) without liability for damage or loss arising from or out of such removal.

**3-5-8 Aircraft Maintenance.**

- (a) No person shall repair an Aircraft, or any part(s) thereof, in any area of the Airport other than those specifically designated for such purpose by contract or Agreement or by written Permission of the Executive Director except minor adjustments may be done while the Aircraft is on an Apron preparatory to takeoff when such adjustment is necessary to prevent a delayed departure.
- (b) Aircraft Maintenance within hangars shall be limited to that specifically permitted by the applicable building codes.

**3-5-9 Parking and Storage of Aircraft.**

- (a) Aircraft shall be parked only in those areas designated for such purpose by the Executive Director and shall not be positioned in such a manner so as to block a runway, Taxiway, taxilane, or obstruct access to hangars, parked Aircraft, parked Vehicles, gates or Fuel storage facilities.
- (b) Unless otherwise provided in an Agreement with the Authority or authorized SASO, no person shall use any area of the Airport for the parking and storage of Aircraft without the prior written Permission of the Executive Director.
- (c) All Transient Parking shall be handled by the Authority through its DuPage Flight Center operation or authorized SASO.
- (d) Should a person use such areas for Aircraft parking or storage without first obtaining written Permission from the Executive Director, the Executive Director may remove and store the Aircraft at the expense of the Aircraft Operator without liability for damage that may arise from or out of such removal or storage.
- (e) Upon request of the Executive Director, the Operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by the Executive Director. In the event the Aircraft Operator refuses, is unable, or unavailable, the Executive Director may move the Aircraft to the area at the risk and expense of the Aircraft Operator without liability for damage that may arise from or out of such movement.

**3-5-10 Aircraft Cleaning.**

- (a) Aircraft cleaning may be performed only in hangars in compliance with the SWPPP.
- (b) Aircraft cleaning may be performed at an outdoor wash area

designated by the Executive Director in accordance with posted rules.

(c) Biodegradable soap must be used at the outdoor wash area without the use of solvents or degreasers.

(d) The Executive Director, or his designee, in accordance with IEPA regulations, may close at the outdoor wash area at any time.

3-5-11     **Aircraft Demonstration.** No experimental flight, by non-FAA certified Aircraft, or ground demonstrations shall be conducted on the Airport without the express written approval of the Executive Director.

3-5-12     **Aircraft Radio Contact.**

(a) All Aircraft operating on the Airport shall be equipped with two-way radio and be in continuous communication with the Control Tower.

(b) When the Control Tower is in operation, pilots of Aircraft shall not land, taxi, or takeoff without radio clearance from the Control Tower.

(c) Special Permission shall be obtained from the Control Tower in specific cases where a non-radio equipped Aircraft desiring to land or takeoff at the Airport. In these cases the pilot will obtain, in person or by telephone, general instructions from the Control Tower prior to taxiing out for takeoff or before landing. Light signals will be used for the final clearance.

3-5-13     **Aircraft Engine Operation.**

(a) No person shall start or run any engine in an Aircraft unless a licensed pilot or qualified A & P mechanic is in the Aircraft attending the engine controls. Blocks shall always be placed in front of the wheels before starting the engine(s) unless the Aircraft is equipped with adequate brakes.

(b) Starting engines shall be prohibited until ground personnel have given proper clearance (if appropriate) and until all standard safety procedures have been followed.

(c) Any person operating an Aircraft engine in an area accessible to the public shall take precautions to alert and protect the public from hazards incident to such operations.

(d) Before starting Aircraft engine, Aircraft Operator shall set Aircraft brakes on and turn on rotating beacon or strobe lights.

(e) No person shall run the engine or engines of any Aircraft at any location on the Airport in such manner as to cause damage to other Aircraft or Property or in such manner as to constitute a nuisance or hazard to persons or Property.

- (f) Runup of Aircraft engines shall be performed only in areas designated for such purpose by the Executive Director.
- (g) Aircraft engine runups shall be coordinated with the ATC.
- (h) When Aircraft engines are runup, Aircraft shall be properly positioned so that Aircraft exhaust and noise flows into the Airport and not at the end of a Runway.
- (i) Runup of Aircraft engines is not allowed in Non-Movement Areas.
- (j) Aircraft may not be tied to any structure during Aircraft engine runup.
- (k) Aircraft engines shall not be started and Aircraft shall not be taxied into, out of, or within any structure on the Airport.

**3-5-14 Aircraft Operations.**

- (a) All Aircraft shall be operated in accordance with 14 CFR Part 91 and the appropriate CFR based upon the type and use of the Aircraft.
- (b) Aircraft Operators shall not land, take off, taxi, or park an Aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the Aircraft.
- (c) It shall be the Aircraft Operator's responsibility to repair any damage to the Airport's runways, Taxiways, or Aprons caused by excessive Aircraft weight loading.
- (d) The starting, positioning, or taxing of an Aircraft shall be done in such a manner so as to avoid generating (directing) any propeller or engine blast that may endanger or result in injury to persons or damage to Property.
- (e) Airborne radar equipment shall not be operated or ground tested in an area where the directional beam of such radar is within 100 feet of another Aircraft, an Aircraft fueling operation, an Aircraft Refueling Vehicle, or a Fuel storage facility.
- (f) Operation of Aircraft radio equipment while the Aircraft is in a hangar, other than when radio equipment maintenance is being performed on the Aircraft is prohibited.

**3-5-15 Aircraft Taxiing.**

- (a) No person shall taxi an Aircraft until he has ascertained by visual inspection of the area that there will be no danger of collision with any person or object in the immediate area.
- (b) Aircraft Operators shall obey all pavement markings, signage, and



lighted signals unless the Executive Director or ATC directs otherwise.

- (c) No Aircraft shall be operated in a careless or reckless manner, nor shall any Aircraft be taxied at a speed that is not reasonable and safe.
- (d) Aircraft shall request taxi instructions from the Control Tower prior to departing the Aircraft parking area.
- (e) Taxiing Aircraft shall yield the right-of-way to any Emergency Vehicle.

3-5-16     **Aircraft Landings and Takeoffs.**

- (a) Fixed-wing Aircraft will land and takeoff on runways only.
- (b) Takeoffs will be made only from the ends of the runways, or from designated intersection approved by the ATC.
- (c) Takeoffs and landings over populated areas shall be kept at a minimum in the interest of public safety and convenience.
- (d) Pilots shall utilize procedures that will result in minimum noise to surrounding residential areas. This includes, but is not limited to, avoiding low altitude maneuvers. Optimum power settings and maximum altitudes shall be maintained when consistent with safety. Flights over populated areas shall be avoided to the extent consistent with safety.
- (e) Helicopters shall use extreme caution when operating near any area where light Aircraft are parked or operating.
- (f) Prior authorization is required before air ships, dirigibles, motor less Aircraft may land or takeoff at the Airport.

3-5-17     **Flight Instruction.** All entities giving flight instruction shall be held responsible to the Authority for the conduct of all students during the course of instruction.

3-5-18     **Limitations.**

- (a) Aircraft operations on the Airport shall be limited to self-powered Aircraft.
- (b) Aircraft Operators shall obtain the prior written Permission of the Executive Director, except in an emergency, before conducting the following activities at the Airport:
  - (i) Activities regulated by the Authority's Minimum Standards.

- (ii) Experimental Flights.
  - (iii) Use of Motorless Aircraft: The landing upon or towing from the Airport of gliders, sailplanes, and other certificated Motorless Aircraft.
  - (iv) Use of Ultralight Vehicles: The landing upon or taking off from the Airport of Ultralight Vehicles.
  - (v) Use of Lighter-than-Air Aircraft: The landing upon or taking off from the Airport of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air Aircraft that utilize gasses or hot air to provide lift.
  - (vi) Banner or Glider Towing: The landing upon or taking off from the Airport of Aircraft that tow banners, gliders, or any other device.
  - (vii) Transportation of Hazardous Cargo: Landing or taking off with flammable, explosive, or corrosive materials, except that which is carried aboard for the operation of the Aircraft or use by crew members or passengers.
  - (viii) Transportation of Radioactive Cargo: Landing or taking off with Aircraft loaded with radioactive materials.
- (c) All shipments of radioactive cargo or other hazardous material shall comply with regulations established in 49 CFR Parts 100-199, and other Regulatory Measures governing such shipments.
- (d) Trained Hazmat and Fire Department equipment and personnel will be required for this type of operation as a standby precautionary measure. Costs associated with Trained Hazmat equipment and personnel shall be borne by the Aircraft Operator.

3-5-19 **Insurance.** Any Aircraft Operator engaging in any business, Commercial Activity or storing Aircraft on the Airport shall carry insurance appropriate for their operation. Further, such person shall provide a Certificate of Insurance naming the Authority as additional insured, the certificate shall provide that the insurance cannot be cancelled or materially altered without thirty (30) days prior written notification. The type and amount of insurance coverage shall be established in a permit, contract, lease, or other written Agreement with the Authority or the Executive Director.

3-5-20 **Indemnification and Hold Harmless.**

- (a) Aircraft Operators shall defend, indemnify, save, protect, and hold harmless the DuPage Airport Authority, its Board of Commissioners, representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages,

finances, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the DuPage Airport Authority, its Board of Commissioners, representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Illinois principles of comparative fault.

- (b) Aircraft Operators shall accept total responsibility, indemnify, and hold harmless the DuPage Airport Authority, its Board of Commissioners, representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, Vehicles, Equipment, or Aircraft.
- (c) Nothing herein shall constitute a waiver of any protection available to the DuPage Airport Authority, its Board of Commissioners, representatives, officers, officials, employees, agents, and volunteers under the Illinois governmental immunity act or similar statutory provision.

3-5-21

#### **Small Unmanned Aircraft.**

- (a) Definitions. As used in this section:

"DAA airspace" means the airspace above the land, water and waterways within the boundaries of the property owned by the DuPage Airport Authority.

"Operate" means to pilot, steer, direct, fly or manage a small unmanned aircraft through the air whether from within the aircraft or remotely. The term "operate" includes managing or initiating a computer system that pilots, steers, directs, flies or manages a small unmanned aircraft.

"Small unmanned aircraft" means an aircraft that (1) is operated without the possibility of direct human intervention from within or on the aircraft, and (2) weighs less than 55 pounds at the time of the operation, including the weight of any payload or fuel. The term "small unmanned aircraft" does not include "toy aircraft" or "public aircraft" as defined herein.

- (b) Operating Regulations. Except as otherwise provided in subsection (c) of this section, no person may operate any small unmanned aircraft in DAA airspace without the prior written permission of the DAA's Executive Director.

(c) Construction of Section.

- (1) Operations Authorized by the FAA – Exception. Notwithstanding the prohibitions set forth in this section, nothing in this section shall be construed to prohibit, limit or otherwise restrict any person who is authorized by the Federal Aviation Administration to operate a small unmanned aircraft in DAA air space, pursuant to 14 C.F.R. Part 107, Section 333 of the FAA Modernization and Reform Act of 2012 or a certificate of waiver, certificate of authorization or airworthiness certificate under Section 44704 of Title 49 of the United States Code or other Federal Aviation Administration grant of authority for a specific flight operation(s), from conducting such operation(s) in accordance with the authority granted by the Federal Aviation Administration.
- (2) Operations Prohibited by the FAA – Clarification. Nothing in this section shall be construed to authorize the operation of any small unmanned aircraft in DAA airspace in violation of any Federal statute or rules promulgated thereunder, including, but not limited to, any temporary flight restrictions or notices to airmen issued by the Federal Aviation Administration.
- (3) Operations Authorized by the State of Illinois – Exception. Notwithstanding the prohibitions set forth in this section, nothing in this section shall be construed to prohibit the use of a drone by a law enforcement agency in accordance with Section 15 of the Freedom from Drone Surveillance Act, codified at 725 ILCS 167/1 *et seq.*, or its successor provision.

3-6 **VEHICLE RULES AND REGULATIONS.**

- 3-6-1 **Regulatory Measures.** All Vehicle Operators on the Airport shall comply fully with the Illinois Revised Statutes Title 625 ILCS (as may be amended from time to time), Rules and Regulations, and instructions issued by the Executive Director.
- 3-6-2 **Operator Licensing.** Vehicle Operators must have a valid driver's license while operating a Vehicle on the Airport.
- 3-6-3 **Airport Operations Area (AOA) Vehicular Access and Permitting.**
  - (a) Unescorted Vehicles operating or parking on the AOA, except for Emergency Vehicles, must be registered with the Authority under the AOA Vehicle Permit Program and display a Vehicle permit,

unless otherwise authorized by the Executive Director.

- (b) Only Vehicles that require access to the AOA will be issued permits.
- (c) All persons applying for an AOA Vehicle Permit shall complete the AOA Vehicle Permit application and return it to the Authority.
- (d) All persons granted an AOA Vehicle Permit shall be required to maintain automobile liability insurance in the minimum amounts of \$100,000 property damage/\$300,000 bodily injury or equivalent while operating a Vehicle on the AOA.
- (e) Vehicle permits shall be permanently affixed to the lower left-hand pedestrian side corner of the Vehicle's front windshield.
- (f) Unattended, unescorted Vehicles not displaying an AOA Vehicle Permit may be subject to removal by the Authority at the sole expense of the Owner.
- (g) The Executive Director reserves the right to deny any and all AOA Vehicle Permit applications.
- (h) Issuance of an AOA Vehicle Permit does not authorize Vehicle Operators' access to the Airport Movement Area.

**3-6-4 Airport Operations Area (AOA) Access Control Devices.**

- (a) Unescorted Vehicles that have received an AOA Vehicle Permit shall be required to obtain an Access Control Device from the Authority.
- (b) All persons obtaining an Access Control Device shall be required to pay the Authority a \$50.00 refundable deposit, forfeitable for loss or damage.
- (c) Access Control Devices shall be returned to the Authority upon request by the Executive Director or within fourteen (14) days of terminating an Agreement to receive refundable deposit.
- (d) The Executive Director reserves the right to disable Access Control Devices for commission of criminal offenses, violations of these Rules and Regulations, and in times of heightened security.

**3-6-5 Vehicle Licensing and Equipment.**

- (a) Except for Vehicles that are exclusively used on the AOA, all Vehicles shall meet proper state licensing, registration, insurance, and inspection requirements.
- (b) Vehicles shall not be operated on the Airport unless the Vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.

- (c) Vehicles shall not be operated on the AOA unless a permit is obtained from the Executive Director for said Vehicle.
- (d) Trailers and semi-trailers are not permitted on the Airport unless equipped with lights (or reflectorized devices on all sides) and proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing Vehicle.

**3-6-6 General Vehicle Regulations.**

- (a) Vehicle operations on the Airport in a careless, negligent, unsafe, or reckless manner in disregard of the rights and safety of others and without due caution and circumspection, or at a speed in excess of posted limits, or is likely to endanger persons or Property, is prohibited.
- (b) Vehicles constructed, equipped, loaded or maintained so as to endanger, or be likely to endanger, persons or Property, is prohibited on the Airport.
- (c) Vehicles shall not be operated in any hangar at the Airport unless the Vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the hangar.
- (d) Vehicles, except Emergency Vehicles responding to an emergency, shall not be operated on the Airport in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be thirty (30) miles per hour.
- (e) AOA Speed Limits.
  - (i) Vehicles, except Emergency Vehicles responding to an emergency, shall not be operated on the AOA at speed in excess of twenty (20) miles per hour.
  - (ii) Vehicles provided clearance by ATC to operate on a Runway or Taxiway shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, or so as not to endanger persons or Property.
  - (iii) Notwithstanding any other provisions of this Section, no Vehicle shall be operated at speed in excess of five (5) miles per hour within fifty feet (50 ft.) of an Aircraft or building.
- (f) Vehicle Operators shall not, after receiving direction from an Airport Employee or Law Enforcement Officer, disobey said direction.

- (g) Vehicle Operators shall provide proper signals and obey all traffic signs, mechanical or electrical signals, and pavement markings unless otherwise directed by a Law Enforcement Officer.
- (h) Airport Roadways may be used for Vehicle operations as a means of ingress and egress to and from facilities, hangars and Tiedown areas located on the Airport.
- (i) Vehicles that are overloaded or carrying more passengers or cargo than the amount that the Vehicle is designed to carry are prohibited on the Airport.
- (j) Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a Vehicle, or allow arms or legs to protrude from a Vehicle with the exception of Emergency Vehicles that are designed specifically for such operations.
- (k) Vehicle Operators shall yield the right of way to Aircraft, Emergency Vehicles (or Equipment), Official Vehicles, snowplows and pedestrians.
- (l) Vehicles shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of the Aircraft.
- (m) Vehicles shall not overtake or pass in front of a moving Aircraft.
- (n) Vehicles shall pass to the rear of taxiing Aircraft and come no closer than one hundred feet (100 ft.) to a taxiing Aircraft.
- (o) Vehicles shall not pass closer than fifteen feet (15 ft.) from any wing or tail section of a parked Aircraft.
- (p) Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the Vehicle from dropping, sifting, leaking, or otherwise escaping including, at a minimum, covering Vehicles load.

### **3-6-7 Airport Operations Area.**

- (a) Vehicles used exclusively on the AOA shall be painted and marked in a manner approved by the Executive Director and be equipped with an approved and fully operational amber or red (Emergency Vehicles) rotating, flashing, or steady beacon on the roof or uppermost point of the Vehicle providing 360-degree view and in compliance with FAA Advisory Circular 150/5210-5B.
- (b) The beacon shall be activated by the Vehicle Operator prior to entering the Airport Movement Area and shall remain in operation while the Vehicle is on the Airport Movement Area.
- (c) The Executive Director may restrict Vehicles to certain portion(s) or segment(s) of the AOA. Such restrictions shall prohibit Vehicle

operations outside designated area(s).

- (d) Use of ATVs, three wheelers, scooters, mini-bikes, go-carts, roller-blading, skate boarding, and the recreational use of bicycles is not permitted on the Airport unless written Permission from the Executive Director is received.
- (e) Manually controlled Vehicle gates that provide access to the AOA shall be kept closed and locked at all times except when actually in use.
- (f) When automatic Vehicle gates are used, Vehicle Operators must stop the Vehicle and allow the gate to fully close before proceeding. The Vehicle Operator must also ensure that no other Vehicles or persons gain access (Piggyback) to the AOA while the gate is in the process of closing and/or not fully closed.
- (g) If the Vehicle Operator cannot prevent such access, the Vehicle Operator must immediately notify the Authority.

**3-6-8 Airport Movement Area.**

- (a) Vehicles operating on the Movement Area shall first obtain written Permission from the Executive Director.
- (b) All Vehicle Operators authorized to operate on Airport Movement Area shall complete Ground Vehicle Driver and Runway Incursion Training, consistent with FAA guidelines. Certification of completion of such training shall be provided to the Executive Director prior to Vehicle Operator operating on the Airport Movement Area.
- (c) No Vehicle shall operate on the Movement Area without obtaining radio clearance from ATC personnel. Upon receiving clearance, Vehicle Operators shall ensure that no Aircraft is approaching before entering the Movement Area.
- (d) All Vehicles operating in the Movement Area on a regular basis shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 118.00 MHz to 137.00 MHz).
- (e) After obtaining Permission of the Executive Director, a Vehicle that is not operated on the Airport on a regular basis may enter the Movement Area provided that such Vehicle is escorted at all times by an authorized Airport Vehicle having radio contact with ATC.
- (f) When construction Vehicles are required to enter or work within the Movement Area, such Vehicles shall be marked with an approved orange-and-white-checkered flag (daytime) or amber beacon (nighttime).
  - (i) If the construction Vehicle is not equipped with a two-way



radio capable of communicating on the proper aeronautical frequencies, the Vehicle shall be escorted at all times by an Airport authorized Vehicle having radio contact with ATC or have a flagman with a two-way radio capable of communicating on the proper aeronautical frequencies stationed at the area(s) designated by the Executive Director to give instructions to the Vehicle.

**3-6-9 Vehicle Accidents or Incidents.**

- (a) A Vehicle Operator involved in an Accident on the Airport resulting in any injury (or death) to person or damage to Property shall stop the Vehicle at the scene (or as close as possible to the scene without unnecessarily obstructing traffic or creating a safety hazard) and notify 911 and the Authority.
- (b) The Vehicle Operator shall give name, address, and Vehicle Operator's license and registration to the person injured, the Property Owner, witness and/or Law Enforcement Officer.
- (c) The Vehicle Operator (and the Vehicle) must remain at the scene until the Authority or Law Enforcement Officer takes a full report.

**3-6-10 Vehicle Maintenance.**

- (a) Private Vehicles shall not be cleaned (except where designated by the Executive Director) and/or maintained anywhere on the Airport, except for minor repairs that are necessary to remove such Vehicle(s) from the Airport.
- (b) Vehicles operated by Commercial Operators shall be cleaned in areas designated by the Executive Director.

**3-6-11 Parking (or Stopping).**

- (a) Vehicles shall be parked only in those areas designated for such purpose by the Executive Director.
- (b) The Executive Director reserves the right to close designated parking areas during high security or concerns of public protection.
- (c) Vehicles shall not violate Restricted or Prohibited Parking Zones.
- (d) Vehicles shall not be parked or stopped:
  - (i) In a manner that obstructs normal movement of traffic.
  - (ii) In a manner posing an immediate safety hazard.
  - (iii) In a manner obstructing emergency response or snow removal operations.
  - (iv) In a manner blocking ingress or egress to Airport Property.

- (v) In a signed or marked tow-away zone.
  - (vi) On unpaved or grassed areas.
  - (vii) Within twenty-five feet (25 ft.) of any fire hydrant.
  - (viii) On the AOA within twenty-five feet (25 ft.) of a hangar or building, unless designated for Vehicle parking or previously authorized by the Executive Director.
- (e) Vehicles, other than those loading and unloading Aircraft, shall not stop for loading, unloading, or any other purpose on the Airport other than in the areas specifically established for loading, unloading, and/or parking and only in the manner prescribed by signs, lines, or other means.
  - (f) Vehicles parked or stopped for more than seven (7) days shall park in the Long Term Parking Area.
  - (g) Limousines parked or stopped for more than thirty (30) minutes shall park in the Limousine Staging Area until fifteen (15) minutes prior to a previously arranged customer pick-up or drop-off at the Airport.
  - (h) No rental cars shall be parked or stopped on the AOA.
  - (i) Displaying Vehicles/Equipment for sale at the Airport is prohibited.
  - (i) Overnight parking (camping) in recreational Vehicles is prohibited.
  - (j) Boats, jet skis, snowmobiles, dune buggies, race cars, recreational Vehicles, trailers, etc. may not be permanently parked on the Airport.

3-6-12 **Authority to Impound or Remove Vehicles.** A Law Enforcement Officer, authorized agent of the Authority, or contractor for towing and storage acting at the request of a Law Enforcement Officer or authorized agent of the Authority shall have the authority to impound and remove Vehicles, subject to the provisions of Chapter 13 hereof.

### 3-7 **OPERATOR AND TENANT RULES AND REGULATIONS.**

#### 3-7-1 **Security.**

- (a) For gates, doors and other areas that provide access to the AOA through the Operator/Tenant's Leased Premises, it is the responsibility of all Operators/Tenants to ensure that such gates, doors and other areas remained closed, locked, and secured when not in use and to ensure that all gated and doors and locking/securing mechanisms, and other public safeguards are

continually and conscientiously used in a manner so as to protect all persons.

- (b) All Operators and Tenants shall be responsible for implementing procedures for controlling and escorting pedestrians, vendors and Vehicles authorized to enter Operator's Leased Premises including: positive identification (*e.g.*, government-issued photo identification); check-in procedures; compliance with security policies established by the Authority.
- (c) No person shall cause any object to be located within three feet (3 ft.) of Airport perimeter fence, which may assist an unauthorized individual in accessing the AOA.

3-7-2      **Condition of Leased Premises.**

- (a) The use of any part of the Operator's or Tenant's Leased Premises is an acceptance by Operator or Tenant of the space as is and such acceptance shall constitute a complete release and discharge of all obligations and liabilities of the Authority with respect to the condition, construction, and delivery of the space. After acceptance of the space, Operator or Tenant agrees that no further claims or demands of any kind will remain upon the Authority and the Authority shall not be liable for injuries, loss or damage to Operator or Tenant, or any other person, on or about the space, resulting from any causes whatsoever.
- (b) Agreement for the use of Leased Premises creates no interest in real Property.

3-7-3      **Payment.** Failure to make payment for use of Leased Premises, or other related charges levied by the Authority will be a violation of the Rules and Regulations.

3-7-4      **Insurance.** Any Operator or Tenant engaging in any business, Commercial Activity or storing Aircraft on the Airport shall carry insurance appropriate for their operation. Further, such person shall provide a Certificate of Insurance naming the Authority as additional insured, the certificate shall provide that the insurance cannot be cancelled or materially altered without thirty (30) days prior written notification. The type and amount of insurance coverage shall be established in a permit, contract, lease, or other written Agreement with the Authority or the Executive Director.

3-7-5      **Construction or Alteration of Improvements.** Any construction or alteration of any Improvement including all utilities located on the Airport shall be performed in compliance with guidelines as may be established by the Authority and approved in writing in advance by the Executive Director.

3-7-6      **Maintenance of Premises.**

- (a) All Operators and Tenants are required to keep the land and/or

Improvements under lease (or being occupied for use) free from all fire hazards and maintain the same in a condition of repair, cleanliness, and general maintenance in a manner acceptable to the Executive Director and in accordance with the Operators or Tenants Agreement.

- (b) All Operators and Tenants shall be fully responsible for all damage to facilities, Equipment, real Property, related appurtenances, and all other Improvements in the ownership, care, custody, or control of the Airport caused by the Operator or Tenant or by their employees, agents, customers, visitors, suppliers or persons with whom they do business.
- (c) Facilities (including hangar floors) shall be kept clean and clear of the accumulation of oil, grease, flammable liquids, rags, or other waste materials except as may be provided to the contrary in an specific Agreement with the Authority.

**3-7-7 Fire Prevention.**

- (a) Operators and Tenants shall utilize and maintain operational alarm systems, fire suppression systems and smoke detectors that conform to all applicable federal, state and local fire codes.
- (b) Operators and Tenants shall provide proper, adequate, inspected, certified, and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved (or associated with the activity).

**3-7-8 Aircraft Hangars.**

- (a) Aircraft hangars shall only be used for the following purposes:
  - (i) Storage and parking of Aircraft and associated Aircraft equipment and supplies as approved by the Executive Director and the West Chicago Fire Protection District.
  - (ii) Parking of Vehicles that display a valid AOA Vehicle Permit.
- (b) Use of Aircraft hangars shall be subject to the following restrictions:
  - (i) No person shall repair an Aircraft, in a hangar other than those specifically designated for such purpose by contract or Agreement or by written Permission of the Executive Director.
  - (ii) Aircraft Maintenance within hangars shall be limited to that specifically permitted by the applicable building codes.
  - (iii) Space heaters shall never be located inside Aircraft and left unattended.

- (iv) Aircraft batteries shall not be connected to a charger when installed in an Aircraft that is located inside or partially inside a hangar.
  - (v) Use of extension cords shall comply with applicable federal, state and local codes and shall be a minimum of twelve (12) gauge wire.
  - (vi) Alterations or additions of utilities are prohibited unless approved in writing by the Executive Director.
  - (vii) Use of electrical equipment that exceeds the rated capacity of existing circuits is prohibited.
- (c) Rental of a hangar shall be subject to a written lease agreement. A sample Hangar Lease appears at Appendix 3-B; however, the Board of Commissioners may determine to include different or additional terms to those set forth in Appendix 3-B.

**3-7-9 Aircraft Tiedowns.**

- (a) Aircraft Tiedowns shall only be used for the storage and parking of Aircraft listed on the Agreement for that Tiedown and parked in a manner so as to be completely contained within the space and not obstruct adjacent Aircraft parking and/or storage areas, Taxiways, or Taxilanes except for temporary staging and/or fueling of such Aircraft. A sample Revocable Tie Down Permit appears at Appendix 3-A; however, the Board of Commissioners may determine to include different or additional terms to those set forth in Appendix 3-A.
- (b) The Executive Director reserves the right to relocate an Operator or Tenant to another Tiedown space upon forty-eight (48) hour notice if the Executive Director determines such relocation to be in the best interests of the Airport.

**3-7-10 Storage and Disposal of Materials.**

- (a) No Operator or Tenant shall store, keep, handle, use, dispense, discharge or transport at, in, or upon the Airport any Hazardous Material in violation of any applicable federal, state or local regulations. Proper permits must be obtained from the appropriate Agency, copies must be presented to the Executive Director, and with the prior written Permission from the Executive Director.
  - (i) No Hazardous Material shall be stored outside.
  - (ii) Approved storage of Hazardous Materials on the Airport must be placed in properly secured, receptacles that meet all applicable federal, state and local codes.
  - (iii) Aviation Fuels, automotive gasoline, or deicing fluids shall

be stored in metal, self-closing receptacles (safety cans).

- (iv) Material Safety Data Sheets (MSDS) for all Hazardous Materials shall be maintained on-site so as to be readily available to emergency responders and for review by the Executive Director.

- (b) No Operator or Tenant shall dispose of Fuels, oils, dopes, paints, solvents, acids or other waste, except in manner compliant with all applicable federal, state and local environmental laws and regulations including the Authority's Stormwater Pollution Prevention Plan, under no circumstances shall Operator or Tenant dispose of Fuels, oils, dopes, paints, solvents, acids or other waste by dumping in drains, basins, or ditches or elsewhere on Airport Property.

Used lubricating or waste oils may be disposed of only at the DuPage Airport Maintenance Facility (M-F, 7 a.m. - 5 p.m.), or transported off Airport Property to an approved waste oil station or disposal point.

- (c) Oily rags, or other materials soiled with petroleum-based products may only be stored in metal receptacles with self-closing covers, as approved by federal, state and local codes. All used waste and other rubbish shall be removed in regular scheduled pickups, but not later than once each week.
- (d) Operators or Tenants shall store, stack, box, or bag material (or Equipment) in such manner as to preclude creating any hazard to persons or Property, obstructing any operator, or littering.

Storage of materials or equipment shall not be permitted outside without the prior written authorization of the Executive Director.

- (e) Unless otherwise provided in an Agreement with the Authority, or with the written authorization of the Executive Director, no person shall use any area of the Airport to store cargo or other Property. In the event of a violation of this provision, the Executive Director shall have the authority to order the cargo or other Property removed, or to cause the same to be removed and stored at the expense of the Owner or consignee thereof, without liability for damage thereto arising from or out of such removal or storage on the part of the Executive Director, the Authority or their agents or employees.

3-7-11 **Compressed Gases.** Oxygen or any compressed gas in a cylinder or portable tank shall be secured and maintained in a manner compliant with all applicable federal, state and local regulations. Cylinders or tanks not in use shall have an approved transportation safety cap installed.

- 3-7-12     **Painting.** Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities and in compliance with all federal, state and local codes.
- 3-7-13     **Stormwater Pollution Prevention Plan (SWPPP).**
- (a) All Operators and Tenants shall comply with the requirements of the Authority's SWPPP as Co-Permittee of the Authority's General National Pollutant Discharge Elimination System (NPDES) Permit for Industrial Storm Water.
  - (b) Prior to occupying Leased Premises, Operator or Tenant will complete a baseline environmental questionnaire. Operator and Tenant shall submit questionnaire to the Executive Director annually thereafter, or when a change in permitted activities occurs.
  - (c) All Operators and Tenants shall designate a responsible representative to implement requirements of the SWPPP.
- 3-7-14     **Hazardous Spills.**
- (a) All Operators and Tenants shall report hazardous spills. Hazardous spills that require reporting include but are not limited to, aviation Fuel, gasoline, Fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be hazardous.
  - (b) In the event that a hazardous spill occurs of any magnitude, the responsible party of such spill shall take appropriate action in the containment, clean up, and rehabilitation of such hazardous spill.
  - (c) Report all hazardous spills to the Authority's 24-hour number (800-208-5690).
  - (d) In the event that a hazardous spill of greater than fifty (50) square feet of paved area, continuous flow or greater than ten (10) gallons occurs:
    - (i) Notify 911.
    - (ii) Notify the Authority's 24-hour number (800-208-5690).
- 3-7-15     **Surrender of Space by Operator or Tenant.** Upon the expiration or termination of an Agreement, Operator or Tenant shall quit and surrender Leased Premises to the Authority in good order and condition, ordinary wear accepted, and Operator or Tenant will remove all of its Property. Operator or Tenant's obligation to observe or perform this requirement shall survive the expiration or other termination of the term of the Agreement. Operator or Tenant shall be liable for all expenditures incurred by the Authority for breach of this requirement, or any other requirement of the Agreement, including but

not limited to attorneys' fees, Abandoned Property disposal and other costs.

- 3-7-16 **Right of Entry Reserved.** The Authority reserves the right to enter Leased Premises for the purpose of making ordinary inspections and undertaking other non-emergency activities at reasonable times, provided, however, that nothing in this Section shall be construed to limit or diminish the Authority's right of entry at any time in any emergency. No abatement of any payments by the Operator or Tenant shall be claimed by or allowed to the Operator or Tenant by reason of the exercise by the Authority of any of the rights set forth in this Section or in any provision of the Agreement. Nothing herein is intended or shall be construed to obligate the Authority to construct, maintain, repair or improve the Leased Premises or any portion thereof, or to impose upon the Authority any liability for any failure to do so.

### 3-8 AIRCRAFT FUEL STORAGE, HANDLING AND DISPENSING.

- 3-8-1 **Exclusive Fuel Sales.** The owner of a public use airport may elect to provide any or all of the aeronautical activities needed by the public at the Airport. Consistent with federal law, the Authority shall be the sole seller of aviation fuel at the Airport and shall act in a fair and nondiscriminatory manner with respect to all fuel sales. This will not prevent any person, firm, or corporation operating an Aircraft from self-service fueling its Aircraft after a Non-Commercial Self-Service Fueling Permit has been approved by the Authority.

#### 3-8-2 **Permit.**

- (a) All persons desiring to conduct self-service fueling operations shall apply for a Non-Commercial Self-Service Fueling Permit as outlined in the DuPage Airport Authority Minimum Standards.
- (b) This requirement does not apply to those persons utilizing the self-service Avgas facility located on the North Ramp Tiedown Area.
- (c) Only the Owner of an Aircraft or the Owner's employees shall perform self-service fueling.

#### 3-8-3 **Fueling and Defueling Aircraft.**

- (a) No Aircraft shall be fueled or de-fueled while the engine is being warmed by applications of exterior heat, or while such Aircraft is in a hangar or enclosed space.
- (b) No person shall smoke within one hundred feet (100 ft.) of an Aircraft being fueled or de-fueled.
- (c) No person shall operate any radio transmitter or receiver, or switch electrical appliances on or off in an Aircraft during fueling or de-fueling.



- (d) During refueling the Aircraft and the fueling dispensing apparatus shall both be grounded to a point or points of zero electrical potential.
- (e) No person shall use any material during fueling or de-fueling of Aircraft which is likely to cause a spark or be a source of ignition.
- (f) No Aircraft shall be fueled or de-fueled while passengers are on board the Aircraft unless a passenger-loading ramp is in place at the cabin door of the Aircraft, the Aircraft door is in open position and a cabin attendant is present at or near the cabin door.
- (g) Persons engaged in the fueling and de-fueling of Aircraft shall exercise care to prevent overflow of Fuel. Persons responsible shall take proper measures to remove volatile liquids when they are spilled during transfer.

(Ordinance 2006-208 and 2006-209, August 14, 2006)

## **CHAPTER 4      MINIMUM STANDARDS**

### **Sec.    4-1      INTRODUCTION.**

#### **4-1-1      Purpose.**

- (a) The DuPage Airport Authority has adopted these Minimum Standards to encourage growth and development of aeronautical facilities by (1) assuring that a high level of quality and service is maintained by any person offering or contemplating offering aeronautical services at the Airport; (2) providing a basis for determining that all Operators and potential Operators are treated in a fair and nondiscriminatory manner; (3) providing for the design and development of high quality Improvements and facilities; and (4) providing for the economic health of Airport business.
- (b) Using these four (4) goals as the foundation, the Minimum Standards have been written to ensure minimum levels of quality of service to the General Aviation users in a competitive and nondiscriminatory environment. They are designed to encourage aeronautical service providers and aeronautical users to conduct operations at the DuPage Airport with the knowledge that the Airport's rigorous minimum requirements are in place, and that the commensurate levels of service will be provided.
- (c) These Minimum Standards may be amended by the DuPage Airport Authority Board of Commissioners as conditions require, or to establish Minimum Standards for additional aeronautical services.