

- (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.

4-1-2 **Definitions.** The following terms as used in this Chapter are defined as follows:

AC: Advisory Circular.

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 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 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 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 right and obligations of the respective parties.

Aircraft: A 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 Design Group: A group of Aircraft based upon wingspan. The groups are as follows:

- Group I: Up to but not including 49 feet
- Group II: 49 feet up to but not including 79 feet
- Group III: 79 feet up to but not including 118 feet
- Group IV: 118 feet up to but not including 171 feet
- Group V: 171 feet up to but not including 214 feet
- Group VI: 214 feet up to but not including 262 feet.

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.

Aircraft Operator: A person who uses, caused to be used, or authorizes to be used and 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.

Airframe and Powerplant Mechanic (or "A and P Mechanic"): A person who holds an Aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

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 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 – the Movement Area and the Non-Movement Area.

Airport Layout Plan: The currently approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Applicant: An entity desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

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.

Certificates of Insurance: A certificate provided by and executed by an Operator's insurance company evidencing the insurance coverages and limits of the Operator.

CFR: Code of 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.

Environmental Claims: Without limitation, all claims, demands, suits, actions, judgments, and liability for: (i) removal, remediation, assessment, transportation, testing and disposal of Hazardous Materials as directed by any government Agency, court order, or environmental law; (ii) bodily injury, or death; (iii) damage to or loss of use of Property of any person; (iv) injury to natural resources; (v) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any manner by any governmental Agency under Environmental Laws; and (vi) costs and expenses of cleanup, remediation, assessment testing, investigation, transportation and disposal of a Hazardous Material spill, Release, or discharge.

Environmental Laws: All laws, rules, regulations, regulatory Agency guidelines and policies, ordinances, court decisions, and Airport guideline documents, directives, policies, now in effect or hereafter enacted that deal with the regulation or protection of the environment (including ambient air, ground, water, surface water and land, including subsurface land and soil), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment.

Equipment: All Property and machinery, together with the supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right: A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege or right. An Exclusive Right may be conferred either by Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an

Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

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.

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, or other Improvements constructed or installed by the Authority and/or Operator on its premises.

Leased Premises: The land and/or Improvements used exclusively by Operator for the conduct of Operator's Activities.

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

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 Activities at the Airport.

Movement Area: Runways, runway safety areas, Taxiways, Taxiway safety area and other areas of the Airport that Aircraft use for taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas, and that are under the control of the air traffic control tower.

Non-Commercial: Not for the purpose of securing earnings, income, Compensation (including exchange of service), and/or profit.

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, Aprons, and other areas not under the control of the air traffic control tower.

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.

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 a Commercial Activity, within the confines of the permit, at the Airport.

Piston Aircraft: An Aircraft that utilizes a reciprocating engine for propulsion.

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.

Repair Station: A certificated Aircraft Maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

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.

Rules and Regulations: Rules and Regulations of the Airport, properly adopted by the Board of Commissioners of the DuPage Airport 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.

Security Program: A document developed by Operators to ensure the safety and security of persons and Property at the Airport.

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.

SPCC Plan: Spill Control and Countermeasure Plan.

SWPPP: Stormwater Pollution Prevention Plan.

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.

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

TSA: Transportation Security Administration.

Turbojet Aircraft: An Aircraft that utilizes a form of heat engine that produces thrust by accelerating a relatively small mass of air through a large change in velocity and propulsion.

Turboprop Aircraft: An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drive a propeller for propulsion.

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

4-1-3 **Violations of Minimum Standards.**

- (a) The Executive Director shall investigate any alleged violations of these Minimum Standards or the terms of any Agreement or lease entered into pursuant to these standards.
- (b) Failure to cure the deficiency will be grounds for cancellation of the Agreement or lease and termination of the right to conduct aeronautical activities at the Airport.
- (c) The Executive Director expressly reserves the right to waive or modify any provision contained in these Minimum Standards.

4-2 **STATEMENT OF POLICIES.**

4-2-1 **Compliance with Federal Aviation Administration (FAA) Regulations.** All parties subject to these Minimum Standards shall comply with FAA regulations which may be amended from time to time.

4-2-2 **Prohibition Against Grant of Exclusive Rights.** The Authority recognizes the statutory prohibition against granting an Exclusive Right to conduct any Aeronautical Activity at the Airport as imposed by Section 308 of the Federal Aviation Act and the contractual obligations contained in certain agreements between the Authority, including its predecessor organization, and the United States of America relative to the expenditure of federal funds upon the development and operation of the Airport. The Authority desires that all aviation and Aeronautical Activities be conducted at the Airport in a fair and equitable manner; that fair competition is promoted while safeguarding the public interest; and that the Minimum Standards will

be applied objectively and uniformly. However nothing in Section 308 of the Federal Aviation Act prevents the Authority from exercising its exclusive right to sell Fuel.

4-2-3 **Exclusive Fuel Sales.** The owner of a public-use Airport may elect to provide any or all of the Aeronautical Activities 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 Aircraft from fueling Aircraft in conformance with Section 4-13 of these Minimum Standards.

4-2-4 **Contractual Obligations with U.S. Government.** All provisions of leases and Agreements are subordinate to the Authority's contractual obligations with U.S. Government and all applicable statutes.

4-2-5 **Obligation to Ensure Orderly Development of Airport.** The Authority has the responsibility to determine the most effective and efficient use of Airport Property and facilities and to plan for and develop the Airport as the Authority determines to be in the best interest of the public. The Authority's plan for the future development of the Airport will be depicted on the current Airport Layout Plan. This Plan may be revised from time to time as the Authority deems necessary.

4-3 **PROCEDURES FOR APPLICATION TO CONDUCT AN AERONAUTICAL ACTIVITY.**

4-3-1 **Minimum Submission Requirements.**

(a) In order to become an Operator, the Applicant must demonstrate that he has sufficient management experience and available funds, personnel and Equipment to fulfill the terms of its obligations to the Authority, to comply with these Minimum Requirements, and to provide high quality service in an efficient and workmanlike manner throughout the term in the Agreement.

(b) The application must be in writing in a form acceptable to the Authority specifying the following:

(i) The name, address and telephone number of the Applicant. If the Applicant is a corporation, include the name address, and telephone number of the corporation's officers and directors. If the Applicant is a partnership, provide the name address, and telephone numbers of all general partners. Also provide the name, address, and telephone

number of any person that holds a controlling interest, directly, or indirectly, in the Applicant. Applicant must disclose if any officer, director, partner or person having a controlling interest in another Regulated Commercial Aeronautical provider at the Airport. Applicant must also disclose any person that holds a controlling interest, directly, or indirectly, in the Applicant; any former or current full-time, part-time, appointed and contractual employment history with the DuPage Airport Authority.

- (ii) Detailed description of the scope of the proposed aeronautical services. The amount, size and location of land required (if requesting ground lease).
- (iii) The number of persons to be employed (including the names, titles and qualifications of key employees).
- (iv) Copies of all licenses, certifications and permits possessed by the Applicant, or its key employees to be based at the Airport, that are necessary or required to perform the proposed services.
- (v) Requested or proposed date for commencement and term
- (vi) If construction of facilities is proposed, the estimated costs for all proposed infrastructure and buildings.
- (vii) The size, type, and location of the building(s) and infrastructure to be constructed or leased.
- (viii) FAA airspace permit, if applicable.
- (ix) The number and type of Aircraft to be parked, serviced, or provided (as applicable).
- (x) Proposed parking spaces for customers and employees including estimated number required for each category on a daily basis.
- (xi) The hours of proposed operation.
- (xii) List of material assets, goods and Equipment necessary or required to perform the proposed services that is owned, leased, or under purchase contract by the Applicant. Copies of such leases and contracts shall be provided to the Authority upon request.

- (xiii) Itemization of insurance coverage.
- (xiv) Evidence of financial capability.
- (xv) Proposed compliance with Authority's Storm Water Discharge Permit or intent of Applicants to submit for their own permit.
- (xvi) Plan for chemical, contaminant and toxic material storage, containment and disposal.
- (xvii) Such other or additional information as may be required under these Minimum Standards, or that the Authority may reasonably require to evaluate the application.

4-3-2 **Financial Statements.**

- (a) Evidence must be submitted of financial capability to perform the services proposed and financing plans for all proposed structures and facilities. The Authority will be final judge of qualifications and ability.
- (b) Financial capability shall be from a recognized financial institution or from such other source that may be acceptable to the Executive Director and readily verified through normal banking channels.
- (c) Submission of an annual balance sheet and other information as requested by the Executive Director may be required (e.g., cash flow and profit and loss projection for the first five (5) years of the proposed operation).
- (d) The Executive Director shall be the final judge of qualifications and ability.

4-4 **SPECIALIZED AVIATION SERVICE ORGANIZATION (SASO) OPERATOR AGREEMENTS.**

4-4-1 **Introduction.** All Operators engaging in regulated Aeronautical Activities at the Airport shall meet the requirements of this Section 4 as well as the Minimum Standards applicable to the Operator's Activities, as set forth in subsequent sections.

4-4-2 **Agreement Required.**

- (a) The operation of any regulated Aeronautical Activity on the Airport without a written SASO or other Agreement is strictly prohibited. A sample Agreement is contained in Appendix 4-A;

however, the Board of Commissioners may determine to include different or additional terms to those set forth in Appendix 4-A.

- (b) An Agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.

4-4-3 **Previous Agreements.** The provisions of this Chapter shall in no way negate or cause to be null and void any existing Agreements. However, any renewed or amended Agreements must meet the requirements of this Chapter.

4-4-4 **Fees.**

- (a) Fees, as determined by the Authority and set forth in Appendix 4-B, will be levied on business transacted at the Airport. Payment of these fees will be determined through timely reporting to the Authority and subject to audit.
- (b) Operator's failure to remain current in the payment of any and all rents, fees, charges, and other sums due to the Authority shall be grounds for revocation of the Agreement or approval authorizing the conduct of Activities at the Airport.

4-4-5 **Time Limitations Upon Agreements.** The maximum time limit for a SASO or Aeronautical Activity Agreement shall be twenty (20) years, except for Flight Training or Aircraft rental which shall be three (3) years and one (1) year for any Temporary Non-Based Aeronautical Service Operator, provided that any Agreement in excess of five (5) years shall also provide that the Authority reserves the right during the continuance of any such agreement to change the method of calculating any payments to the Authority pursuant to the terms of the Agreement.

4-4-6 **Financial Statements.**

- (a) All Operators shall submit, if requested by the Executive Director on an annual basis, all information deemed by the Authority to be relevant to their credit worthiness and financial stability. All Operators are required to satisfy the Authority that they are financially able to perform the services defined in their Agreement. This shall include the responsibility to demonstrate continued financial solvency and business ability by submitting an annual Financial Statement, credit references, and any other proof the Authority may require from time to time. Information provided shall be in a format determined by and acceptable to the Authority.

- (b) The Executive Director shall evaluate the financial ability of any Operator. All Operators agree that the Authority may undertake such investigation and inspection as it deems necessary and appropriate.

4-4-7 Use of Leased Premises.

- (a) Operator shall lease sufficient land and/or lease, or construct sufficient Improvements for the Activity as stipulated in these Minimum Standards. Leased Premises that are used for Commercial Purposes and require public access shall have appropriate streetside access.
- (b) Aprons/Paved Tiedowns must be adequate to accommodate the movement, staging, and parking of Operator's, and customers' Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in the AOA.
- (c) Aprons associated with hangars shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in the AOA.
- (d) Paved vehicle parking shall be sufficient to accommodate all Operator's customers, employees, visitors, vendors and suppliers on a daily basis.
- (e) Paved vehicle parking shall be on the Operator's Leased Premises and/or located in close proximity to Operator's main facility.

4-4-8 Products, Services and Facilities.

- (a) Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Airport.
- (b) Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility, provided that, Operator may be allowed to make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.
- (c) Operator shall conduct its Activities on and from the Leased Premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by

experienced and first class Operators providing comparable products, services, and facilities and engaging in similar Activities from similar Leased Premises in like markets.

4-4-9 Non-Discrimination.

- (a) Operator, in the use of the Airport or any of the facilities located thereon, shall not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable regulatory measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.
- (b) In the event of noncompliance with Section 4-4-9, the Authority shall take such action as the federal government may direct to enforce such compliance.

4-4-10 Licenses, Permits, Certifications and Ratings.

- (a) Operator and Operator's personnel shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by any duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits, certification, or ratings to the Executive Director immediately upon availability.
- (b) Cost(s) associated with obtaining Operator licenses, permits, certifications, or ratings required for the conduct of Operator's Activities shall be borne solely by Operator.
- (c) Operator shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

4-4-11 Personnel.

- (a) The person managing the Operator's Activities shall demonstrate experience managing a comparable Activity to that proposed on the Operator's application.
- (b) Operator shall provide a responsible person on the Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner

and conduct of the Operator and Operator's Activities. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.

- (c) Operator shall have in its employ, on duty, and on premises during hours of Activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner.
- (d) Operator shall control the conduct, demeanor, and appearance of their employees. It shall be the responsibility of the Operator to maintain close supervision over Operator's employees so that a high standard of products, services, and facilities are provided in a safe, efficient, courteous, and prompt manner.

4-4-12 Aircraft, Equipment and Vehicles.

- (a) All required Aircraft, Equipment and Vehicles shall be fully operational, functional, and available at all times and capable of providing all required products and services.
- (b) Aircraft, Equipment, and Vehicles unavailable due to routine or emergency maintenance is allowed so long as appropriate measures are taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.

4-4-13 Hours of Activity. Hours of activity shall be clearly posted in public view using appropriate signage approved in advance by the Executive Director.

4-4-14 Insurance.

- (a) Operator shall procure, maintain, and pay all premiums during the term of an Agreement for insurance policies required by regulatory measures and the types and minimum limits set forth in Appendix 4-C (Minimum Insurance Requirements) of these Minimum Standards for each activity permitted by the DuPage Airport Authority. The insurance company or companies underwriting the required policies shall be licensed (with a Best rating of A-7) or authorized to write such insurance in the State of Illinois.
- (b) When Operator engages in more than one activity, the minimum limits shall vary depending upon the nature of each activity or combination of activities. Operator shall procure and maintain

insurance for all exposures in amounts at least equal to the required minimum.

- (c) All general and aviation liability insurance, which Operator is required by the Authority to carry and keep in force, shall name the DuPage Airport Authority, its Board of Commissioners, representatives, officers, officials, employees, agents, and volunteers as an additional insured on a primary and non-contributory basis. Operator shall grant DuPage Airport Authority waiver of subrogation provisions for Aircraft hull physical damage and property insurance. (Ordinance 2006-209, August 14, 2006).
- (d) All Operators shall maintain Workers' Compensation and Employers' Liability coverage, regardless of independent contractor status by some or all of its workers. Coverage limits shall be consistent with statutory benefits outlined in the Illinois Workers' Compensation Act. Operator shall grant DuPage Airport Authority waiver of subrogation provisions for Workers' Compensation coverages. (Ordinance 2006-209, August 14, 2006).
- (e) Liability policies shall contain, or be endorsed to contain, the following provisions:
 - (i) "The DuPage Airport Authority, the DuPage Airport Authority Board of Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents and volunteers are to be covered as an additional insured on a primary and non-contributory basis with respect to liability arising out of activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied or used by Operator; or vehicles, Equipment or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by the DuPage Airport Authority, individually and collectively, and their representatives, officers, officials, employees, agents and volunteers shall be excess of Operator's and shall not contribute with it."
 - (ii) "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the DuPage Airport Authority, the DuPage Airport Authority Board of Commissioners, individually and collectively, and their representative, officers, officials, employees, agents, and volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with

respect to the aggregate limits of the insurer's liability."

- (iii) "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Executive Director of the DuPage Airport Authority."
- (f) Certificates of Insurance for the insurance required by regulatory measures and set forth by these Minimum Standards for each activity shall be delivered to the Executive Director upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance thirty (30) days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to the Executive Director, including upon renewal, throughout the term of the Agreement. All Certificates of Insurance shall include the statement, "DuPage Airport Authority is named as an additional insured on a primary and non-contributory basis."
- (g) The limits stipulated herein for each activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in activities at the Airport. Operators are encouraged to secure higher policy limits.
- (h) Operator with known potential for environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage limits appropriate for the type and level of environmental contamination exposure risk.

4-4-15 **Indemnification and Hold Harmless.**

- (a) Operator 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, fines, 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) The Operator 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.

4-4-16 **Security.**

- (a) Operators shall comply with all applicable Transportation Security Administration, federal, state and local security laws, rules, regulations, ordinances, directives; as well as DuPage Airport Authority security program(s) and procedures.
- (b) Operators shall designate a responsible person for the coordination of all security procedures and communications and provide point of contact information to the Executive Director, including the name of the primary and secondary contacts and 24-hour telephone numbers for both contacts.
- (c) Operators shall comply with DuPage Airport Authority security programs related to photo identification and AOA vehicle permits.
- (d) Operators shall develop and maintain a written Security Program which shall include, at minimum, the following applicable elements:
 - (i) Procedures for securing facilities, vehicles, Equipment, and unattended Aircraft.
 - (ii) Employee background checks and security awareness training, including procedures to report suspicious persons or activities to the proper law enforcement agencies.
 - (iii) In addition to reporting to proper law enforcement agencies, procedures for reporting suspicious persons or activities to the Authority's Security Coordinator.

- (iv) Procedures to confirm the identity of customers, match baggage to customers, and prevent unattended baggage in public and common use areas.
 - (v) Procedures to prevent access to Aircraft by unauthorized persons.
 - (vi) Procedures for handling threats.
 - (viii) Procedures for controlling and escorting pedestrians, vendors and vehicles authorized to enter Operator's Leased Premises and AOA areas including: positive identification (*e.g.*, government-issued photo identification); check-in procedures; compliance with security policies established by the Authority.
 - (ix) Procedures for positive key and access control.
 - (x) Procedures to positively identify Aircraft renters, students and customers utilizing chartered Aircraft.
 - (xi) Procedures for transient flight crew members and passengers including: Ensuring proper escort and control; crewmember contact information and verification procedures; and verification of pilot's certificate and government-issued photo identification for flight crewmembers.
- (e) Operator's Security Program shall be submitted to the Executive Director no later than thirty (30) days before Operator commences activities at the Airport and annually thereafter.
- (f) Operators maintaining a "twelve-five security program" shall meet the requirements of Section 4-4-16 (d) and shall submit such program to the Executive Director in accordance with Section 4-4-16 (e).

4-4-17 Environmental.

- (a) Operator shall not discharge, Release, or dispose of any Hazardous Materials on the Airport or surrounding air, lands or waters.
- (b) All Operators shall comply with all applicable federal, state and local Environmental Laws, rules, regulations and ordinances; DuPage Airport Authority environmental policies and procedures (including without limitation, the Stormwater Pollution Prevention

Plan ("SWPPP"), and generally accepted industry environmental practices and standards).

- (c) Operator shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of Operator's permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained, and notice of an a copy of the current material safety data sheet is provided to the Executive Director for each such Hazardous Material.
- (d) Prior to commencing operations at the Airport, Operator will complete an Airport baseline environmental questionnaire. Operator shall submit questionnaire to the Executive Director annually thereafter, or when a change in permitted activities occurs.
- (e) Operator shall promptly notify the DuPage Airport Authority and appropriate emergency response agencies of any Hazardous Material spills, Releases, or other discharges by Operator at the Airport and promptly abate, remediate, and remove any the same. Operator shall provide the DuPage Airport Authority with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to any environmental issues, or any alleged material noncompliance with Environmental Laws by Operator at the Airport within ten (10) days after such documents are generated by or received by Operator. If Operator uses, handles, treats or stores Hazardous Materials at the Airport, Operator shall have a contract in place with an Environmental Protection Agency approved waste transport or disposal company, and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport and disposal. Complete records of disposal manifests, receipts and other documentation shall be retained by the Operator and made available to the DuPage Airport Authority for review upon request. DuPage Airport Authority shall have the right at any time to enter the Premises to inspect, take samples for testing, and otherwise investigate the Premises for the presences of Hazardous Materials.
- (f) Operator's Hazardous Materials shall be the responsibility of the Operator. Operator shall be liable for and responsible to pay all Environmental Claims that arise out of or are caused in whole or in part from Operator's use, handling, treatment, storage, disposal, discharge or transportation of Hazardous Materials on or at the Airport, the violation of any environmental law by Operator, or the failure of Operator to comply with the terms, conditions and covenants of this article. If the DuPage Airport Authority incurs

any costs or expenses (including but not limited to; attorney, consultant and expert witness fees) arising from Operator's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Materials on the Airport, Operator shall promptly reimburse the DuPage Airport Authority for such costs upon demand. All reporting requirements under Environmental Laws with respect to spills, Releases, or discharges of Hazardous Materials by Operator at the Airport under any law are the responsibility of Operator.

- (g) All Operators shall designate a responsible person for the coordination of all SWPPP procedures and communications and provide point of contact information to the Executive Director of the DuPage Airport Authority, including the name of the primary and secondary contacts and 24-hour telephone numbers for both contacts.
- (h) All Operators shall comply with the requirements of the DuPage Airport Authority's SWPPP as Co-Permittee of the Airport's General National Pollutant Discharge Elimination System (NPDES) Permit for Industrial Storm Water.
- (i) All Operators shall designate responsible representatives to attend periodic training provided by the DuPage Airport Authority regarding SWPPP procedures and shall disseminate information to personnel at all levels of responsibility of the components of spill response, good housekeeping and material management practices.

4-4-18 **Safety.**

- (a) Operator's products, services, activities and facilities shall be in full compliance with all applicable federal, state and local health and safety laws, ordinances, rules, regulations, standards and advisory circulars, now or hereafter in effect, and as amended from time to time.
- (b) Vehicles – Operator and/or Operator's employees shall not operate a vehicle on the AOA without first obtaining an AOA vehicle permit from the DuPage Airport Authority.
- (c) No vehicles are permitted to operate on Airport Movement Areas (runways and Taxiways) without the prior written approval of the Executive Director. Operator shall certify that Vehicle Operators authorized to operate on the Airport Movement Area have completed initial and recurrent Ground Vehicle Driver and Runway Incursion Training consistent with Federal Aviation Administration guidelines. The DuPage Airport Authority reserves

the right to review the Operator's training program materials upon request.

- (d) Certification, including the names of trained Vehicle Operators shall be submitted to the Executive Director prior to the Vehicle Operator operating on the Airport Movement Area and submitted annually thereafter.
- (e) All vehicles operated on Airport Property, the AOA and within the Airport Movement Area shall comply with the DuPage Airport Authority Rules and Regulations, notwithstanding any federal, state or local laws, ordinances, codes and rules.
- (f) All Operators shall maintain the minimum automobile liability insurance requirements set forth in Appendix 4-C of this document. Operators authorized to operate vehicles on the Airport Movement Area shall maintain additional automobile liability insurance limits.

4-4-19 **Multiple Activities.** When more than one Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity or combination of Activities.

4-4-20 **Authorized Activities and Failure to Engage.** Operators agree to engage only in the business or activity authorized by their Agreements. If an Operator fails to actively engage in one or more of the businesses or activities authorized for more than a ninety (90) day period, a new application must be made to reestablish the right to conduct said businesses or activities.

4-5 **AIRCRAFT MAINTENANCE OPERATOR (SASO).**

4-5-1 **Scope of Activity.** An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator, which includes the sale of Aircraft parts and accessories.

4-5-2 **Leased Premises.**

- (a) Operator engaging in this activity shall have adequate land, Apron/Tiedown, facilities, and vehicle parking to accommodate all activities of the Operator and all approved sublessees, but not less than the following square footages for the specific type of Aircraft accommodated, which are not cumulative:

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I and II Turbojet Aircraft	Group III Turbojet Aircraft
Customer and Administrative Area	800 SF	800 SF	800 SF	800 SF
Maintenance and Hangar Area	5,000 SF	7,500 SF	10,000 SF	15,000 SF

- (b) All required Improvements including Apron, facilities and vehicle parking shall be located on contiguous land. The amount of contiguous land required will be determined at the sole discretion of the Authority based upon scope of Activity.
- (c) Facilities shall include customer, administrative, maintenance, and hangar areas.
- (d) Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
- (e) Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
- (f) Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
- (g) Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified above) or large enough to accommodate the largest aircraft undergoing Aircraft Maintenance, whichever is greater.

4-5-3 **Licenses and Certification.** All Operators' personnel shall be properly certificated, if applicable, by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed.

4-5-4 **Personnel.**

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a courteous, prompt and efficient manner and meet the reasonable demands of the public for this activity.
- (b) In order to maintain the operational readiness of the Airport, Operator shall be prepared to assist the Authority with Aircraft removal upon request or upon sixty (60) minutes notice after normal business hours. The Operator shall maintain an Aircraft removal plan and shall have the necessary Equipment readily

available to assist with removal of the type of any Aircraft normally maintained by the Operator.

- (c) Personnel, while on duty, shall be clean, neat in appearance and properly uniformed. Uniforms shall identify the name of the Operator and the employee.
- (d) An Operator conducting Group I and Group II Piston Aircraft Maintenance shall employ one (1) Airframe and Powerplant Mechanic and one (1) customer service representative during hours of Activity.
- (e) An Airframe and Powerplant Mechanic and/or non-certificated mechanic may fulfill the responsibilities of the customer service representative unless mechanic is performing duties off Airport.
- (f) An Operator conducting Turbprop or Turbojet Aircraft Maintenance shall employ two (2) Airframe and Powerplant Mechanics and one (1) customer service representative during hours of Activity.
- (g) An Airframe and Powerplant Mechanic and/or non-certificated mechanic may fulfill the responsibilities of the customer service representative unless mechanic is performing duties off Airport.
- (h) An Operator conducting one hundred (100) hour, annual, or phase inspections shall employ an Airframe and Powerplant Mechanic certified as an IA (Inspection Authority).

4-5-5 **Equipment.**

- (a) Operator shall provide sufficient Equipment, supplies, and availability of parts as required.
- (b) Equipment requirements include tugs, tow bars, jacks, dollies, and other Equipment, supplies, and parts required to perform the Activity.
- (c) Operator shall maintain at least one (1) Aircraft tug and one (1) tow bar with the rated draw bar capacity sufficient to meet the towing requirements for the heaviest Aircraft the Operator is authorized to handle.
- (d) Operator shall maintain spill control Equipment (as outlined in the DuPage Airport Authority Rules and Regulations).

4-5-6 **Hours of Activity.** Operator shall be open and services shall be available to meet reasonable demands of the public for this Activity, at least five (5) days per week, eight (8) hours per day. Operator shall be available after hours, on-call and able to respond within sixty (60) minutes notice.

4-5-7 **Security.** Operator shall comply with the minimum security requirements set forth in this document.

4-5-8 **Insurance.** Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix 4-C – Minimum Insurance Requirements.

4-6 **AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO).**

4-6-1 **Scope of Activity.** An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (*i.e.*, Aircraft radios, electrical systems, or instruments).

4-6-2 **Leased Premises.**

(a) Operator engaging in this Activity shall have adequate land, Apron, facilities, and vehicle parking to accommodate all activities of the Operator, but not less than the following square footages, which are not cumulative.

(b) For Operators performing only benchwork (*i.e.*, no removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are 400 square feet of customer and administrative areas and 1,000 square feet of maintenance area.

(c) For Operators performing services beyond benchwork (*i.e.*, removal and replacement services being performed), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I and II Turbojet Aircraft	Group III Turbojet Aircraft
Customer and Administrative Area	800 SF	800 SF	800 SF	800 SF
Maintenance and Hangar Area	5,000 SF	7,500 SF	10,000 SF	15,000 SF

(d) All required Improvements including Apron, facilities, and vehicle parking shall be located on contiguous land. The amount of

contiguous land required will be determined at the sole discretion of the Authority based upon scope of Activity.

- (e) Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
- (f) Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
- (g) Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
- (h) Hangar area shall be at least equal to the square footage required for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing avionics or instrument removal and/or replacement services, whichever is greater.

4-6-3 **Licenses and Certifications.** All Operators' personnel shall be properly certificated, if applicable, by the FAA and the Federal Communications Commission (FCC), current, and hold the appropriate ratings and medical certification for the work being performed.

4-6-4 **Personnel.**

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- (b) Operator shall employ one (1) technician and one (1) customer service representative during hours of Activity. Technician may fulfill the responsibilities of the customer service representative unless technician is performing duties off-Airport.
- (c) Personnel, while on duty, shall be clean, neat in appearance and properly uniformed. Uniforms shall identify the name of the Operator and the employee.

4-6-5 **Equipment.** Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required.

4-6-6 **Hours of Activity.** Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five (5) days per week, eight (8) hours per day.

4-6-7 **Security.** Operator shall comply with the minimum security requirements set forth in this document.

4-6-8 **Insurance.** Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix 4-C – Minimum Insurance Requirements.

4-7 **AIRCRAFT RENTAL OPERATOR (SASO).**

4-7-1 **Scope of Activity.** An Aircraft Rental Operator is a commercial Operator engaged in the rental of aircraft to the general public.

4-7-2 **Leased Premises.**

(a) Operator engaging in this Activity shall have adequate land, Apron/Tiedown, facilities, and vehicle parking to accommodate all Activities of the Operator, but not less than the following:

(b) All required Improvements including Apron, facilities, and vehicle parking shall be located on contiguous land. The amount of contiguous land required will be determined at the sole discretion of the Authority based upon scope of Activity.

(c) Facilities shall include customer and administrative areas of at least 250 square feet. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

(d) Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

4-7-3 **Personnel.**

(a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

(b) Operator shall employ one (1) flight instructor during hours of Activity.

4-7-4 **Equipment.** Operator shall have available for rental, either owned by

or under written lease to Operator and under the full and exclusive control of Operator, one (1) properly certified and currently airworthy Aircraft.

4-7-5 **Hours of Activity.** Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity.

4-7-6 **Security.** Operator shall comply with the minimum security requirements set forth in this document.

4-7-7 **Insurance.**

(a) Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix 4-C – Minimum Insurance Requirements.

(b) Operator shall post a notice and incorporate within the rental agreements the coverage and limits provided to the renter by Operator, as well as a statement advising that additional coverage is available to such renter through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Executive Director.

4-8 **FLIGHT TRAINING OPERATOR (SASO).**

4-8-1 **Scope of Activity.** A Flight Training Operator is a Commercial Operator engaged in providing flight instruction.

4-8-2 **Leased Premises.**

(a) Operator engaging in this Activity shall have adequate land, Apron/Tiedown, facilities, and vehicle parking to accommodate all Activities of the Operator, but not less than the following:

(b) All required Improvements including Apron, facilities, and vehicle parking shall be located on contiguous land. The amount of contiguous land required will be determined at the sole discretion of the Authority based upon scope of Activity.

(c) Facilities shall include customer and administrative areas of at least 250 square feet. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

- (d) Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

4-8-3 **Licenses and Certification.** Personnel performing aircraft proficiency checks and/or Flight Training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being utilized and/or Flight Training being provided.

4-8-4 **Personnel.**

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Flight Training in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.
- (b) Operator shall employ one (1) flight instructor during hours of Activity. In addition, Flight Training Operators shall have available ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot.

4-8-5 **Equipment.**

- (a) Operator shall have available for use in Flight Training, either owned by or under written lease to Operator and under the full and exclusive control of Operator, one properly certified and currently airworthy Aircraft.
- (b) Operator shall provide, at a minimum, adequate mock-ups, pictures, videotapes, or other training aids necessary to provide proper and effective ground school instruction.

4-8-6 **Hours of Activity.** Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity.

4-8-7 **Security.** Operator shall comply with the minimum security requirements set forth in this document. In addition, Operator shall comply with Transportation Security Administration requirements for processing of Flight Training students prior to rendering instruction; and shall comply with requirements for initial and recurrent security awareness training of its employees.

4-8-8 Insurance.

- (a) Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix 4-C – Minimum Insurance Requirements.
- (b) Operator shall post a notice and incorporate within the instruction agreements the coverage and limits provided to the student by Operator, as well as a statement advising that additional coverage is available to such student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Executive Director.

4-9 AIRCRAFT CHARTER OPERATOR (SASO).

4-9-1 Scope of Activity. An Aircraft Charter Operator is a commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or in private carriage (as defined in 14 CFR Part 125).

4-9-2 Leased Premises.

- (a) Operator engaging in this Activity shall have adequate land, Apron/Tiedown, facilities, and vehicle parking to accommodate all Activities of the Operator, but not less than the following:
- (b) All required Improvements including Apron, facilities, and vehicle parking shall be located on contiguous land. The amount of contiguous land required will be determined at the sole discretion of the Authority based upon scope of Activity.
- (c) Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
- (d) Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
- (e) Administrative area shall include adequate and dedicated space for employee offices, work areas and storage.
- (f) Customer and administrative areas shall be at least 400 square feet.

- (g) Hangar area shall be at least 4,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

4-9-3 **Licenses and Certification.**

- (a) Aircraft Charter Operators shall have and provide copies to the Executive Director all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificates.
- (b) Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for Activity.

4-9-4 **Personnel.**

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- (b) Operator shall employ a chief pilot and one customer service representative during hours of Activity.
- (c) Personnel, while on duty, shall be clean, neat in appearance and properly uniformed. Uniforms shall identify the name of the Operator and the employee.

4-9-5 **Equipment.** Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least two (2) certified and continuously airworthy instrument qualified Aircraft.

4-9-6 **Hours of Activity.** Operator shall be open and services available to meet the reasonable demands of the public for this Activity five (5) days per week, eight (8) hours per day. After hours, on-call response time to customer inquiries shall not exceed sixty (60) minutes.

4-9-7 **Security.** Operator shall comply with the minimum security requirements set forth in this document. In addition, Operators of Aircraft with a maximum certificated takeoff weight of 12,500 pounds or more shall maintain a "twelve-five security program" as required by the Transportation Security Administration (TSA). Operator shall provide the Executive Director with TSA approved "twelve-five

security program” no later than thirty (30) days before Operator commences activities at the Airport and annually thereafter.

- 4-9-8 **Insurance.** Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix 4-C – Minimum Insurance Requirements.

4-10 **SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO).**

4-10-1 **Scope of Activity.**

- (a) A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing limited Aircraft services and support, miscellaneous commercial services and support, or air transportation services for hire.
- (b) Limited Aircraft Service and Support – are defined as limited Aircraft, engine, or accessory support (e.g., washing, cleaning, painting, upholstery, propeller, etc.) or other miscellaneous Activities directly related to Aircraft services and support.
- (c) Air Transportation Services for Hire – are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within twenty-five (25) statute-mile radius of the Airport); flights for survey, firefighting, power line, underground cable, or pipe line control, banner towing, air ambulance, or any other miscellaneous Activities directly related to air transportation services for hire.

4-10-2 **Leased Premises.**

- (a) Operator engaging in this Activity shall have adequate land, Apron/Tiedown, facilities, and vehicle parking to accommodate all Activities of the Operator, but not less than the following:
- (b) All required Improvements including Apron, facilities, and vehicle parking shall be located on contiguous land. The amount of contiguous land required will be determined at the sole discretion of the Authority based upon scope of Activity.
- (c) Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
- (d) Administrative area shall include adequate and dedicated space for employee offices, work areas and storage.
- (e) Customer and administrative areas shall be at least 400 square feet.

- (f) Hangar area, if required, shall be at least 4,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

4-10-3 **Licenses and Certification.** Operator shall have and provide to the Airport evidence of all Agency licenses and certificates that are required to conduct the Activity.

4-10-4 **Personnel.**

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out its Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

- (b) Operators conducting banner towing shall notify the Authority twenty-four (24) hours prior to conducting the Activity. Operators shall obtain an escort from Airport Operations at all times during banner towing operations. Operator shall reimburse the Authority for all personnel costs including overtime and after-hours callout.

4-10-5 **Equipment.** Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one continuously airworthy Aircraft.

4-10-6 **Hours of Activity.** Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

4-10-7 **Security.** Operator shall comply with the minimum security requirements set forth in this document.

4-10-8 **Insurance.** Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix 4-C – Minimum Insurance Requirements.

4-11 **AGRICULTURAL AIRCRAFT OPERATOR (SASO).**

4-11-1 **Scope of Activity.** An Agricultural Aircraft Operator is a commercial Operator engaging in aerial application as defined by the FAA under FAR Part 137.

4-11-2 **Leased Premises.**

- (a) Operator engaging in this Activity shall have adequate land, Apron/Tiedown, facilities, and vehicle parking to accommodate all Activities of the Operator, but not less than the following:
- (b) All required Improvements including Apron, facilities, and vehicle parking shall be located on contiguous land. The amount of contiguous land required will be determined at the sole discretion of the Authority based upon scope of Activity.
- (c) Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
- (d) Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
- (e) Administrative area shall include adequate and dedicated space for employee offices, work areas and storage.
- (f) Customer and administrative areas shall be at least 800 square feet.
- (g) Hangar area shall be at least 4,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
- (h) Subject to the approval of the Authority, Operator shall construct a segregated chemical storage area, protected from public access, with a drainage system, paved area for aircraft loading, washing, servicing and dumping facility comprising of 3,600 square feet for handling of liquid spray and mixing liquids; facilities shall comply with all federal, state and local government controls and requirements.
- (i) All facilities associated with Operator's activities shall be located on the Airport in a location which will provide the greatest protection to the public.

4-11-3 **Licenses and Certification.** Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings, meeting all the requirements of FAR Part 137 and any other applicable federal, state and local regulations related to Operator's activity.

4-11-4 **Personnel.** Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

4-11-5 **Equipment.**

(a) Operator shall maintain at least one (1) Aircraft specifically designed and equipped for aerial application and acceptable to the FAA for operation under a Part 137 certificate. Aircraft shall be owned or leased by formal agreement, and based at the Airport.

(b) Operator shall maintain appropriate Equipment for the safe handling and loading of materials.

4-11-6 **Hours of Activity.** Operator shall be open and services available to meet the reasonable demands of the public for this Activity.

4-11-7 **Security.** Operator shall comply with the minimum security requirements set forth in this document.

4-11-8 **Insurance.**

(a) Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix 4-C – Minimum Insurance Requirements.

(b) In addition, Operator shall provide the Authority with a deposit or bond equal to the deductible of the Operator's environmental liability insurance prior to commencing operations.

4-12 **TEMPORARY NON-BASED COMMERCIAL AERONAUTICAL PERMITTEE.**

4-12-1 **Scope of Activity.** Aircraft Operators utilizing the Airport may require temporary specialized aeronautical assistance with the maintenance of their Aircraft and/or Flight Training of their pilots. Due to the specialized nature of these activities, the Executive Director may allow an Aircraft Operator to solicit and utilize these services through approval of a temporary permit issued to a qualified entity.

4-12-2 **Leased Premises.** Permittee shall conduct Activity on and from the Leased Premises of the Aircraft Operator or in an area designated by the Executive Director. Activity shall be conducted in a first-class manner consistent with the degree of care and skill exercised by

experienced Operators providing comparable products and services and engaging in similar Activities.

4-12-3 **Licenses and Certification.** Permittee shall have and provide to the Executive Director, evidence of all Agency licenses and certificates that are required.

4-12-4 **Permit.**

(a) Temporary Non-Based Commercial Permittee shall submit written request and obtain a permit from the Executive Director prior to conducting Activity.

(b) Permit shall be valid for up to twelve (12) months or sixty (60) days of usage, whichever occurs first. Renewal shall be subject to compliance with all terms of the permit.

(c) Permit shall be subject to fees as specified in Attachment C of these Minimum Standards.

(d) Permittee shall comply with all requirements for the permitted Activities and limit service provided to those strictly stated on the permit.

4-12-5 **Security.** Permittee shall comply with the minimum security requirements set forth in this document.

4-12-6 **Insurance.** Permittee shall maintain appropriate limits of insurance coverage in amounts equal to those required of similar Operators based at the Airport and specified in Appendix 4-C of these Minimum Standards.

4-13 **NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE.**

4-13-1 **Scope of Activity.**

(a) All Operators desiring to conduct self-service fueling operations shall apply for a Non-Commercial Self-Service Fueling Permit ("Fueling Permit").

(b) Any Operator engaging in such activities shall also be required to comply with all applicable regulatory measures pertaining to such activities.

(c) The Aircraft being fueled, and all equipment used to fuel said Aircraft, must be owned or used under an exclusive lease agreement by the Permittee. Permittee shall notify the Authority,

and provide updated proof of ownership documentation reflecting any changes in status of ownership of Aircraft or self-fueling equipment within ten (10) business days. If as a result of the change in ownership, the Permittee no longer has any aircraft identified on the permit; then the permit will automatically terminate in sixty (60) days, unless the Permittee notifies the Authority of a replacement aircraft within that sixty (60) day period.

- (d) An Aircraft qualifies as an “exclusively leased Aircraft” for the purposes of this subsection if: (1) title is held by other persons or entities and the Aircraft’s use is exclusive and pursuant to a lease of one (1) year or more; or (2) in the case of Part 135 operators, any Aircraft that is authorized by the FAA on the certificate holders D085. (Ordinance 2008-220, May 14, 2008).
- (e) Co-ops which are organized by more than one (1) Aircraft Owner for the purpose of self-service fueling are prohibited.
- (f) The terms of the Fueling Permit shall be month-to-month and subject to renewal on an annual basis.

4-13-2 Permit.

- (a) No Operator shall engage in self-service fueling activities unless a valid Non-Commercial Fueling Permit authorizing such activity has been obtained from the Authority.
- (b) The Fueling Permit shall not reduce or limit Operator’s obligations with respect to these self-service fueling standards, which shall be included in the Fueling Permit by reference.
- (c) Self-service fueling of an Aircraft shall only be performed by the Owner of an Aircraft or the Owner’s employees.
- (d) The Applicant shall, at a minimum, submit the following documentation to the Executive Director with the Fueling Permit application set forth in Appendix 4-D :
 - (i) A description of fueling equipment and method of dispensing fuel;
 - (ii) An original copy of a Certificate of Insurance, in the types and amounts outlined in Appendix 4-C – Minimum Insurance Requirements;

- (iii) A list of the Applicant's bona fide employees and proof that those employees are properly licensed by the State of Illinois to transport fuel;
 - (iv) A copy of the proof of ownership documentation for any applicable fuel-dispensing equipment;
 - (v) Copies of applicable Federal Aviation Administration ("FAA") Aircraft Registration Certificates, proof of ownership documentation and any Aircraft lease agreements for the listed Aircraft;
 - (vi) A Spill Prevention, Control, and Countermeasures Plan ("SPCC") that meets regulatory requirements as they relate to operations on the Airport. A copy of such SPCC plan shall be filed with the Executive Director at least ten (10) business days prior to actual implementation and annually thereafter. Such plan shall describe, in detail, those methods that shall be utilized by the Operator to clean up any potentially hazardous fuel spills. The plan should include equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Operator would contain such a spill. This plan should also describe, in detail, what methods the Operator intends to use to prevent such a spill from occurring; and
 - (vii) Proof that satisfactory arrangements have been made for the storage of fuel and refueling vehicle in a location off of the Authority property.
- (e) If either or both of the above-mentioned equipment or Aircraft are registered in the name of a corporation, limited liability company, limited partnership or general partnership, the following will be provided:
- (i) If registered in the name of a corporation, a copy of the Articles of Incorporation and showing of ownership interests;
 - (ii) If registered in the name of a limited liability company, a copy of the Articles of Organization and written Operating Agreement;
 - (iii) If registered in the name of a limited partnership, a copy of the Certificate of Limited Partnership and written Partnership Agreement; or

- (iv) If registered in the name of a general partnership, a copy of the written Partnership Agreement.
- (f) The Authority shall be responsible for processing and approving or denying applications for self-fueling activities at the Airport. The Authority will make its best effort to process applications within thirty (30) days of submittal.
- (g) Any Fueling Permit issued by the Authority shall be in the form set forth in Appendix 4-E and will be limited to self-service fueling the specific Aircraft approved in the Fueling Permit.
- (h) The Authority may deny any application if it is determined that:
 - (i) The Applicant fails to provide the required documentation or does not meet the qualifications and standards set forth in the Rules and Regulations and Minimum Standards of the Authority;
 - (ii) The proposed activities are likely to create a safety hazard at the Airport;
 - (iii) The activities will require the Authority to expend funds, or to supply labor or materials as a result of the Applicant's activities;
 - (iv) The Applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for this or any previously sought permit;
 - (v) The Applicant or any of its principals has a prior record of violating federal, state, or local laws including Authority Rules and Regulations, Minimum Standards, Federal Aviation Administration Regulations or is in default of payments due and owing the Authority;
 - (vi) The Applicant has a history in the prior twenty-four (24) months of failing to make timely payments to the Authority; or
 - (vii) The Applicant has not submitted or is unable to submit appropriate documentation supporting the proposed activity.
- (i) All documentation required and/or provided in the Fueling Permit application must be kept current for the duration of the Fueling Permit.

4-13-3 Fueling Permit Termination.

- (a) The Fueling Permit may be cancelled by the Permittee upon ten (10) days' written notice. The Executive Director or his/her designee may cancel the Permit for non-compliance with the Authority's Minimum Standards, Rules and Regulations and Ordinances including non-payment of associated fees.
- (b) The Authority may terminate the permit immediately if the Permittee fails to maintain the required insurance.
- (c) The Applicant shall have the opportunity to be heard within ten (10) days after termination of a Fueling Permit.
- (d) Any dispensing of fuel in violation of this Section 4-13 shall be grounds for immediate revocation of the permit by the Executive Director. Revocation upon first violation shall be for the period of one (1) year. Revocation upon a second violation shall be permanent.

4-13-4 Fuel Flowage Fee.

- (a) Permittees shall pay the Authority a fuel flowage fee for each gallon of fuel delivered into an Aircraft and any other fees specified in Appendix 4-B to this Chapter.
- (b) Prior to receiving its Fueling Permit, Permittee shall reimburse the Authority for the costs of its outside consultants and attorneys in reviewing, analyzing and processing the Fueling Permit application.

4-13-5 Reporting.

- (a) The following reporting requirements shall be met by each Permittee:
 - (i) Notification to the Authority at least twenty (20) minutes prior to the self-fueling operation, to allow the Authority the opportunity to observe the before and after readings on the flow meter.
 - (ii) Monthly submittals to the Authority of daily records listing the quantity of fuel pumped by the N#(s) of Aircraft for the prior month along with payment in the amount of the fuel pumped for the prior month times the current flowage fee

(specified in Appendix 4-B) not later than the fifteenth (15th) day of each month.

- (b) Permittee shall maintain all records identifying the total gallons of aviation fuel delivered into Permittee's Aircraft for a thirty-six (36) month period. Records and meters shall be made available for audit at the Airport upon the Executive Director's written request. In case of discrepancy, Permittee will be responsible for unpaid balances, the cost of the audit and penalty charges of ten percent (10%) assessed on said unpaid balances.

4-13-6 Fuel Storage and Spills.

- (a) Fuel trucks may not be parked or stored overnight on the Airport.
- (b) Permittee shall be liable and indemnify the Airport Authority for all leaks, spills, or other damage that may result through the handling and dispensing of fuel. Ensuring the quality of the fuel is the responsibility of Permittee.
- (c) All fuel spills, regardless of size or location, must be reported to the Executive Director immediately. Operator must have fuel spill containment materials available prior to any fueling operation and must have and comply with a Spill Protection, Control and Countermeasures Plan approved by the Authority.

4-13-7 Fueling Equipment.

- (a) No refueling vehicles shall exceed 6,000 gallons of fuel capacity.
- (b) Operator shall own or lease equipment (weighing less than 35,000 lbs.) properly licensed by the State of Illinois to transport fuel and equipped with a meter certified by the U.S. Department of Agriculture to measure gallons pumped.
- (c) The person(s) who will be transporting fuel and performing the fueling of Aircraft must be the Owner of the Aircraft and/or are employees of the Owner of the Aircraft.
- (d) Each refueling vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements, standards, and regulatory measures including without limitation, those prescribed by the list below:
 - (i) State of Illinois Fire Code and Local Fire District Code;
 - (ii) National Fire Protection Association (NFPA) 407;

- (iii) Environmental Protection Agency;
- (iv) Department of Transportation; and
- (v) Applicable FAA Advisory Circulars including AC 00-34 "Aircraft Ground Handling and Servicing."

4-13-8 **Security.** Operator shall comply with the minimum security requirements set forth in this document.

4-13-9 **Insurance.**

- (a) Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix 4-C – Minimum Insurance Requirements.
- (b) In addition, Permittee shall provide the Authority with a deposit or bond equal to the deductible of the Permittee's environmental liability insurance prior to commencing operations.

4-14 **PRIVATE FLYING CLUB PERMITTEE.**

4-14-1 **Scope of Activity.** A Private Flying Club is an entity that has restricted membership. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with an Aircraft for their personal use and enjoyment only.

4-14-2 **Membership.**

- (a) The ownership of the Aircraft, must be vested in the name of the flying club (or owned ratably by all of its members). The Property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.).
- (b) The club may not derive greater revenue from the use of its Aircraft than the amount necessary for the operation, maintenance and replacement of the Aircraft.

4-14-3 **Limitations.**

- (a) Flying clubs may not offer or conduct charter, air taxi, or rental Aircraft operations. They may not conduct Aircraft flight instruction except for regular members, and only members of the flying club may operate the Aircraft.

- (b) No flying club shall permit its Aircraft to be utilized for giving flight instruction to any person, including members of the club owning the Aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by an Operator based on the Airport who provides Flight Training.
- (c) Any qualified mechanic who is a registered member and part Owner of the Aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on Aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such a mechanic may be compensated by credit against payment of dues or flight time.
- (d) All flying clubs and their members are prohibited from conducting Commercial Aviation Activities, except that said flying club may sell or exchange its capital Equipment.

4-14-4 **Permit.**

- (a) Private Flying Clubs shall request a permit from the Executive Director to conduct operations at the Airport.
- (b) Private Flying Clubs shall file and keep current with the Executive Director:
 - (i) Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.
 - (ii) Roster of all officers and directors including home and business addresses and phone numbers.
 - (iii) Designee responsible for compliance with these Minimum Standards and other Regulatory Measures.

4-14-5 **Insurance.**

- (a) Private Flying Clubs shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix 4-C – Minimum Insurance Requirements.

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