

DuPAGE AIRPORT AUTHORITY CODE

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CHAPTER 1 ENACTMENT

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

CHAPTER 2 COMMISSIONERS

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

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

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

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

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

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

CHAPTER 3 RULES AND REGULATIONS

Sec. 3-1 **INTRODUCTION.**

3-1-1 **Purpose.**

(a) These Rules and Regulations, and any amendments thereto, are designed to protect the public health, safety, interest, and general welfare at the DuPage Airport Authority and to restrict or prevent any activity or action that would interfere with the safe, orderly and efficient use of the Airport by its passengers, operators, Tenants, and users.

(b) It is not the intent of these Rules and Regulations to excuse any entity from performing any obligation it may have under any Agreement the entity has with the DuPage Airport Authority whether the Agreement is in existence on the date of the adoption of these Rules and Regulations or entered into at any time thereafter.

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

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 anytime 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 anytime.

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, 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) 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.

3-6 **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 a 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 anytime 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.

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)

CHAPTER 5 FREEDOM OF INFORMATION

The following shall apply to requests of DuPage Airport Authority staff pursuant to the Freedom of Information Act, 5 ILCS 140/1 *et seq.* (hereinafter the "Act").

Sec. 5-1 **DEFINITIONS.**

- 5-1-1 *Applicant:* Any person making application to the DAA for inspection and/or copying of public records.
- 5-1-2 *DAA Office Hours:* From 8:00 a.m. to 4:30 p.m. on Monday through Friday of each week, except on legal holidays.
- 5-1-3 *Executive Director:* The person appointed by the DAA to manage and operate the DuPage Airport including any such person who is appointed acting Director.
- 5-1-4 *Freedom of Information Officer(s):* Pamela Miller and Diane DeWitte are designated as the Freedom of Information Officer(s) pursuant to § 3.5 of the Act. (Ordinance 2012-248, January 25, 2012).

5-1-5 *Head of the DAA:* within the meaning of Sections 2(e) and 10(a) of the Act, the Chairman of the Board of Commissioners.

5-2 **APPLICATION FOR INSPECTION OR COPYING.**

5-2-1 **Forms to be Made Available.** The Executive Director shall prepare and make available at the DAA office a sample form of written application for requests for public documents under the Freedom of Information Act. A sample request form appears at Appendix 5-A. However, written requests in other formats (*i.e.*, electronic mail, letter, fax) will be accepted provided they contain the required information. Said application form shall require the following written information regarding each request under the Act:

(a) Name, address and telephone number of the applicant.

(b) If the application is on behalf of a public body, business organization, civic organization or any other organization, the name and address of the organization and the office or position of the applicant with that organization.

(c) Written description of the public record requested with sufficient particularity to allow determination of whether such a public record exists and to allow location of the public record within a reasonable time.

5-2-2 **Method of Requesting Records.** All applicants for inspection or copying of public records in the possession of the DAA shall submit a written request containing the information set forth in subsection 5-2-1 at the DAA office during working hours.

5-2-3 **Inspection of Records.** All inspection of public records so requested shall be done during office hours at the DAA office, in the presence of DAA personnel. All copying shall be done by DAA personnel at the DAA office during office hours.

5-2-4 **Fees.** The fees charged by the DAA for reproduction and certification of public records shall be set from time to time by the Executive Director. A written schedule of said fees shall be available to the applicant at the DAA office and appears at Appendix 5-B. Said fees shall not include costs for the search for documents. Black-and-white, letter- legal- and ledger-size copies shall be charged at fifteen cents (15¢) per page. Copies of items reproduced on electronic media will be charged at the actual cost for each electronic media device (*i.e.*, CD-Rom, DVD, etc.) If copy services outside the DAA office are required for large documents, blue prints, color copies or the like, the

applicant shall reimburse the DAA for the actual cost of reproduction charged by the outside copy service. Notwithstanding the foregoing, the DAA shall not charge for the first fifty (50) pages of black-and-white, letter-legal- and ledger-size copies. The fee to certify a copy shall be one dollar (\$1.00). (Ordinance 2012-248, January 25, 2012).

5-2-5 **Payment Required.** No public record shall be delivered to any applicant until all fees for reproduction have been paid.

5-2-6 **Freedom of Information Act Requirements.** Additional information pursuant to Section 4 of the Act is contained in Appendix 5-C.

5-3 **DENIAL OF REQUEST AND APPEAL.**

5-3-1 **Written Denial.** Denial of an application for inspection and/or copying of public records shall be in writing, shall state a detailed factual basis for the denial or the application of any exemption(s) claimed and shall be signed by a Freedom of Information Officer or his/her designee. The response shall also inform the applicant of his/her right to review by the Public Access Counselor of any denial and shall provide the telephone number and address of the Public Access Counselor. (Ordinance 2012-248, January 25, 2012)

5-3-2 **Date of Denial or Appeal.** A written denial of an applicant's request or denial of shall be deemed delivered when deposited in the U.S. mail, first class, postage paid. (Ordinance 2012-248, January 25, 2012).

CHAPTER 6 PROCUREMENT

Sec. 6-1 **BASIS AND PURPOSE.** The purpose of these requirements is to provide for purchases of materials, supplies, equipment and services for the operational requirements of the DuPage Airport Authority and in the best interests of the DuPage Airport Authority.

It is the objective of the DuPage Airport Authority Procurement Policy to secure the best quality commodity or service for the purpose intended at the best price.

Delivery, quality, and service, in addition to price, must be considered in determining the value of goods and services purchased.

These rules are designed to simplify, clarify and update the procurement and contracting process of the DuPage Airport Authority. The rules are meant to encourage effective competition and to ensure that expenditures are carried out in a prudent manner. The rules are also designed to assure a procurement system of quality and integrity.

6-2 **APPLICATION.** These rules shall apply to every group or unit of the DuPage Airport Authority, except as set forth in subsections 6-2-1 through 6-2-4 below:

6-2-1 **Federal Funds or Grants.** When procurement involves the expenditure of federal and/or state grants funds, the Authority shall follow any mandatory requirements of applicable federal and state law and implementing regulations, as stipulated by the language in the actual grant.

6-2-2 **Grants or Cooperative Agreements.** Nothing in these rules shall prevent the Authority from complying with the terms and conditions of any grant, or cooperative agreement, providing that competitive procedures as described in these rules shall be followed whenever possible.

6-2-3 **Professional Services.** Procurement of Professional Services is exempt from using Sealed Bids (IFBs). The preferred method for procuring these services will be using Requests for Proposals (RFP) under the guidelines set forth in these regulations.

6-2-4 **Real Property.** These rules shall not be applicable to the leasing, rental, acquisition or disposition of real property.

6-3 **REVIEW.** The DuPage Airport Authority shall endeavor to review this Policy no less than every five (5) years.

6-4 **TERMS DEFINED IN THESE RULES.**

Award: The acceptance of a Bid or Proposal; the presentation of a purchase agreement or Contract to a bidder.

Best Bid: A Bid which is not necessarily the lowest but, rather, best fits the needs and interests of the Authority when taking into account the responsibility of the bidders.

Best Interest of The Authority: A term granting the DuPage Airport Authority discretion to take action felt to be the most advantageous to the DuPage Airport Authority, including Award of a Contract to the lowest Best Bid or the rejection of all Bids, Proposals and/or offers.

Bid: An offer, as a price, whether for payment or acceptance, given to the DuPage Airport Authority by a bidder on a Contract.

Bid Bond: An insurance agreement in which a third-party surety agrees to be liable to pay a certain amount of money in the event that the bidder's Bid is accepted by the DuPage Airport Authority and the bidder fails to accept the Contract as awarded and approved as to form by the DuPage Airport Authority's attorney.

Brand Name Specification: A specification that cites the brand name, model number or some other designation that identifies a specific product to be offered exclusive of others.

Brand Name or Equal Specification: A specification that cites brand names, model numbers or other identifications as representing quality or performance called for, when inviting bids on comparable items or products of any manufacturer.

DuPage Airport Authority: The DuPage Airport Authority, including all groups and units.

Competitive Bidding: The submission of prices by individuals or firms for a Contract, privilege or right to supply merchandise or services.

Competition Dollar Threshold: The maximum dollar amount for a requirement that does not require competitive quotes (\$999.99).

Confidential Information: Subject to the Freedom of Information Act, any information which is available to an Authority employee only because of the employee's status as a public employee and is not a matter of public knowledge, such as Trade Secrets and test data which may be provided to the DuPage Airport Authority on a confidential basis during the contracting process.

Contract: Any type of Authority agreement, regardless of what it may be called, for the procurement or disposal of supplies, equipment, materials or services.

Discussions: Terminology synonymous or meaning negotiations.

Elected Official:

- (a) members of the DuPage County Board, including its Chairman;
- (b) persons holding an elected office with the County of DuPage; and
- (c) members of the General Assembly whose district is located either wholly or partially within the territory of the Authority.

Emergency Purchase: Emergency purchases made without compliance with the requirements herein are not to be made unless true and justifiable emergencies exist. Emergencies are defined as "Need for parts, supplies, and services required in connection with repairs due to breakdown of major equipment that must be kept running, natural disasters, or other requirements which significantly interfere with the operation of the Airport." If a vendor is called in to provide the product or service, the Manager is responsible to see that the vendor is supervised and that no unnecessary work is done. As soon as reasonably practicable, the Executive Director is to be notified of all emergency purchases.

Evaluation of Bid: The process of examining a Bid after opening to determine the bidder's responsibility and responsiveness to requirements and to ascertain other characteristics of the Bid that relate to determination of the successful bidder.

Formal Solicitation Process: The process used for soliciting and awarding contracts that exceed \$9,999.99. This process involves formally advertising the requirement pursuant to these regulations, issuing either a formal IFB or RFP and making the resultant Award on a Contract, or rejecting all Bids. The formal solicitation process may also be used on requirements less than \$10,000 if deemed appropriate by the Executive Director.

Invitation For Bids (IFB): All documents, whether attached or incorporated by reference, utilized for soliciting Bids.

Informal Solicitation Process: The process of soliciting Bids or Proposals for requirements less than \$10,000 from prospective contractors without formally advertising or issuing a formal IFB or RFP. Under the informal process, Bids or Proposals may be conveyed and received by letter, facsimile transmission or other means and under conditions different from those required for formal bidding. Competition is still required using this process unless waived in writing by the Executive Director.

Legal Notice: Notice of a proposed purchase as required by law. Depending on the legal requirement, notice may be satisfied by posting an announcement of the purchase in a public place and/or formal advertisement in a newspaper of general circulation, or a combination of these methods.

Lowest Responsible Bidder: The bidder submitting the lowest initial price and who has been determined to be responsible based on past performance, financial capabilities and ability to perform the required work.

Lowest Responsive Bidder: The bidder submitting the lowest and Best Bid and who meets all requirements of the bid invitation.

Mistake in Bid: A miscalculation in composing a Bid resulting in an incorrect price or other term which will affect the bidder's eligibility to be awarded a Contract.

Multi-Step Bidding: Source selection involving two competitive steps, the first constituting a technical Proposal for furnishing the product or service described in the solicitation and the second a submission of prices.

No Bid: A response to an Invitation for Bid stating that the respondent does not wish to submit a Bid.

Non-Responsive Bid: A Bid that does not conform to the requirements of the Invitation for Bids; non-conforming Bid; unresponsive Bid.

Performance Bond: A Contract of guaranty executed subsequent to Award by a successful bidder to protect the Authority from loss due to contractor's inability to complete the Contract as agreed.

Performance Specification: A specification describing the performance characteristics sought in a product or service; a purchase description accenting performance over design; a functional, rather than a generic or physical, specification.

Professional Services: Those services which are essentially intellectual in character and which include analysis, evaluation, prediction, planning or recommendation. Professional Services involve extended analysis, the exercise of discretion and independent judgment in their performance and an advanced, specialized type of knowledge, expertise or training customarily acquired either by a prolonged course of study or equivalent experience in the field. Professional Services include, but are not limited to, services performed by accountants, auditors, analysts, consultants, lawyers, physicians, planners, artists, engineers and architects. Preferred method of procurement of Professional Services is using RFP's.

Protest: A written statement concerning an unresolved disagreement or controversy arising out of the solicitation or Award of a Contract.

Provider Of Goods And Services: All vendors, suppliers, contractors and other service providers to the DuPage Airport Authority, including those providing Professional Services to the DuPage Airport Authority and those seeking to provide goods and services of any kind to the DuPage Airport Authority.

Pre-Qualification of Bidders: The screening of potential suppliers or contractors in which the DuPage Airport Authority considers such factors as financial

capability, reputation, management, etc., in order to develop a list of prospective bidders qualified to be sent Invitations to Bid.

Purchase Requisition: That document whereby a Director and/or a Manager requests that a Contract be entered into for a specific need and which may include the description of a request item, delivery schedule, transportation data, criteria evaluation, suggested source of supply and information supplied for the making of a written determination. The Purchase Requisition is required prior to soliciting Bids or Proposals.

Proprietary Information: Subject to the Freedom of Information Act, information or data describing technical processes, mechanisms or operational factors that a business wishes to keep confidential and restricted from public access.

Proposal: An offer made by one (1) party to another as a basis for negotiations for entering into a Contract.

Purchase Order: A DuPage Airport Authority document which formalizes a purchase transaction with a vendor. A Purchase Order contains statements as to quantity, description, price, terms, discounts and date of performance, transportation and other factors pertinent to the purchase and its execution by the vendor. Purchase Orders may be used for goods or services less than \$50,000.00. Acceptance of a Purchase Order by the vendor constitutes a Contract.

Qualified Products List: An approved list of supplies, services or construction items described by model or catalog numbers which, prior to competitive solicitation, the DuPage Airport Authority has determined will meet the applicable specification requirements.

Request For Proposals (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals; the RFP procedure permits negotiation of Proposals and prices as distinguished from Competitive Bidding and an Invitation for Bids.

Responsible Bidder: A bidder who, in the DuPage Airport Authority's sole judgment, has the financial capability, technical ability and record of satisfactory past performance in all respects to perform in full the Contract requirements and the integrity and reliability that will assure good faith performance.

Sealed Bid: A Bid which has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of all Bids. Sealed Bids are associated with IFBs

Simplified Purchase Procedures: A procedure in which purchases for goods or services less than \$10,000 are obtained by using the informal bid process.

Specifications: Any description of the physical, functional or performance characteristics, or that which sets forth the nature of a supply, service or construction item. A specification includes, as appropriate, requirements for inspecting, testing or preparing a supply, service or construction item for delivery.

Trade Secret: Any aspect of a business or its operation not made available to competitors.

Value Analysis: An organized effort to analyze the function(s) of products, systems Specifications and standards and practices and procedures intended to satisfy the required function(s) in the most economical manner.

Waiver of Bids: A process authorized by the Executive Director to procure items without Competitive Bidding procedures because of unique circumstances related to a particular need or procurement, including emergency provisions.

Sole Source Justification: The written justification which rationalizes or justifies a specified procurement which was accomplished without using full and open competition.

6-5 ADMINISTRATIVE MATTERS.

6-5-1 **Executive Director.** All purchasing and Contracts shall be administered by, and shall be under the general supervision of, the Executive Director or person designated by the Executive Director.

6-5-2 **Authority.** The Executive Director or designee shall have the power, responsibility and duty to purchase or Contract for supplies and contractual services needed by the DuPage Airport Authority, in accordance with such rules and regulations as the DuPage Airport Authority's Board of Commissioners shall adopt.

6-5-3 **Purchase Order/Contract Signatory Authorities and Approval Thresholds.** The following personnel in conjunction with the table below are required to be approving officials or the actual authority on the specified procurements:

Board Of Commissioners: The Board of Commissioners shall approve all Contracts that exceed \$9,999.99.

Executive Director: The Executive Director shall approve all Contracts over \$2,500.01 but less than \$10,000 and approve all sole source requirements.

Directors: Directors shall approve Contracts of \$1,000.01 up to and including \$2,500.

Managers: Managers shall approve Contracts up to and including \$1,000.

DuPage Airport Authority Attorney: The DuPage Airport Authority Attorney must review and approve all Contracts in excess of \$9,999.99 as to form.

The following table shall be used to determine Purchase Order/Contract signatory authorities and approval thresholds for the procurements listed herein. Authorities are the approvals necessary prior to soliciting, signing or entering into the agreement or action. Approvals listed will be signatory authorities for the actual contractual instrument.

<u>AMOUNT</u>	<u>APPROVALS</u>
\$1,000 and less	Responsible Manager
More than \$1,000 but less than \$2,500.01	Responsible Director
More than \$2,500 but less than \$10,000	Executive Director
More than \$9,999.99 (using Sealed Bids)	Board of Commissioners

Executive Director shall solicit, sign and issue the notice of Award on all Contracts over \$9,999.99. Notwithstanding anything herein to the contrary, the Executive Director with Resolution Authority (as defined below) can accept a bid immediately if it involves unique subject matter (by way of example, an electric or natural gas supply contract) provided the Board of Commissioners delegates the authority to the Executive Director in a resolution prior to the commencement of the bidding process. The resolution by the Board of Commissioners shall provide for specific instructions regarding the basis and criteria upon which the Executive Director is authorized to accept the bid (collectively the "Resolution Authority").

6-6 **AMENDMENTS, CHANGES AND MODIFICATIONS.** All amendments, changes and modification approvals for a Contract shall follow the same authority as the original document. The responsible authority may delegate their authority in writing (memo or e-mail) to an individual for amendments, changes and modifications for the specific Contract but may not delegate their authority as a

blanket authority for all future Contracts. The authorized signatory for the Contract or action listed in the table above may be delegated to a higher authority level; however, under no circumstances shall it be delegated to a lower level without the written approval of the Executive Director.

6-7 **CHANGE ORDERS AND CHANGES IN SCOPE OF CONTRACT.** The DuPage Airport Authority may make written changes to the plans, Specifications, scheduling and performance period of a Contract as long as the change is determined to be within the original scope of the Contract. Any change order which exceeds ten percent (10%) of the original cost of the Contract shall be justified in writing by the Manager of the Department responsible for contract administration of the subject Contract and approved by the Executive Director and shall be within the original scope of the Contract prior to issuance of the change order to the contractor.

6-8 **COMPETITION EXCEPTIONS.** All purchases and Contracts shall be procured competitively if the aggregate total is more than \$9,999.99, with the exception of purchases or Contracts made using the following exemptions. The applicable exceptions must be cited in the comments section of the Purchase Order or in a formal memo signed by the proper approving authority when applicable and placed in the file for audit purposes.

- (a) Purchases made off of another Contract or agreement written by another state, county, or federal government agency for identical goods or services. The agreement or Contract must have been formally competed within the last twelve (12) months, including renewal of option periods, by the state, county or federal government agency. This includes GSA Contracts up to the limits specified in the GSA schedule.
- (b) Purchases directly from federal, state, county or other local government units.
- (c) Purchases made off of Contracts awarded through a joint purchasing alliance of which the DuPage Airport Authority is a member where the Contract was formally competed by the alliance or group.
- (d) Subscriptions for magazines, books or periodicals.
- (e) Training classes or instructors up to and including \$9,999.99 if the price is determined to be fair and reasonable.
- (f) Purchases for inventory items intended for the purpose of resale.

- (g) Professional Services up to and including \$9,999.99 annually with justification approved by Executive Director.
- (h) Personal service Contracts up to and including \$9,999.99 if price is determined to be fair and reasonable.
- (i) Unusual and compelling urgency - an unusual and compelling urgency precludes full and open competition where the delay in Award of a Contract would result in serious injury, financial or otherwise, to the Authority.
- (j) Other exceptions as approved by the Executive Director and which are in accordance with these policies and procedures.

6-9 **MINIMUM COMPETITION REQUIREMENTS.** These minimum competition requirements apply to the purchase of goods and services which are not exempted from competition:

- (a) Purchases of \$999.99 or less do not require competitive bids, however at least three verbal bids are highly encouraged for every purchase.
- (b) Purchases of \$1,000.00 and more up to and including \$9,999.99 require a minimum of three (3) actual bids that are written. The bids may be informally solicited in writing and may be received via fax, e-mail, or hand delivered. If three (3) bids are not received, the file must be documented showing the efforts made to obtain at least three (3). The Executive Director shall approve the Purchase Order and documentation prior to issuance. If the Award is not made to the lowest bidder, then the file must be documented to include the rationale for awarding to other than the lowest bid received.
- (c) The DuPage Airport Authority will solicit all purchases of \$10,000 and more using formal methods and procedures and shall follow the formal procedures unless otherwise waived as per the requirements under this document.

6-10 **CONTRACT DURATION.** The length or duration of Contracts for goods or services may be written for a period up to but not to exceed four (4) years, unless circumstances or conditions exist which are documented to be in the best interest of the DuPage Airport Authority to enter into Contracts for longer periods of time. Each requirement will be closely looked at by the Executive Director to determine the duration of the requirement to ensure the DuPage Airport Authority will benefit from Contracts with longer or shorter durations. The normal procedure for

Contracts that are longer than one (1) year in duration will be to write them on a yearly basis with option-to-extend provisions, which will be exercised at the sole discretion of the DuPage Airport Authority each year contingent upon annual appropriations of the DuPage Airport Authority.

6-11 **AUDIT AND RECORD RETENTION.** Contractors shall keep full and detailed accounts and exercise such controls for proper financial management. The DuPage Airport Authority, its agents and accountants shall be afforded access to Contractors' records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to its contract with the DuPage Airport Authority and the work performed thereunder. Contractors shall preserve these records for a period of three (3) years after final payment, or for such longer period as required by law.

6-12 **OPTION PERIODS.** Contractors should be notified in writing of the DuPage Airport Authority's intent whether to exercise an option period within thirty (30) calendar days from the expiration date of the current Contract period. The DuPage Airport Authority will consider the following criteria prior to exercising or entering into an extension of a Contract under an option provision:

(a) Contractor has performed satisfactorily under original Contract term.

(b) Services are still required under the Contract.

(c) Current market conditions have not changed from original Contract, therefore the contractor's prices under the option period are still considered fair and reasonable.

(d) Scopes of services have not significantly changed from original Contract. (If scopes of services are significantly changed then re-bid of Contract is recommended.)

(e) Contractor has fully complied with all political contribution disclosure requirements under this Chapter.

6-13 **BIDDING OPTION PERIODS.** The DuPage Airport Authority may require contractors to bid option periods in solicitations. If option periods are bid in solicitations, then they should be considered to some extent when evaluating the overall low bidder prior to making an Award. If options periods are bid in solicitations, contractors will not be allowed to increase their prices when an option period is entered into unless there have been drastic economic changes that could not be realistically considered by the contractor when they submitted their original Bid. In such cases, the Contractor must submit proper justification of their proposed increase prior to entering into the option period. The Executive

Director will then determine if the Contractor's request is reasonable or if it is in the best interest of the DuPage Airport Authority to re-bid the requirement.

6-14 **CONFLICTS OF INTEREST.** In addition to the applicable DuPage Airport Authority Ethics Ordinance and/or prohibitions listed in the DuPage Airport Authority Personnel and/or Policies Manual, Contracts or Purchase Orders will not be awarded to consultants, engineers, architects or other professionals for Contract administration services if they were paid for actual design or specification preparation of the subject project by the DuPage Airport Authority; nor is a Contractor or any affiliated firm of that Contractor allowed to bid on Contracts in which they are being paid for Contract oversight without written consent or approval from the Executive Director. In no event shall the consultant or Contractor have full authority for approving change orders or obligating the DuPage Airport Authority financially on the Contract for which they are providing oversight.

6-15 **POLITICAL CONTRIBUTION DISCLOSURE.**

6-15-1 **Disclosure Required.** At the time any Bid is submitted, or upon request by the DuPage Airport Authority, Providers of Goods and Services to the DuPage Airport Authority must disclose, on a form available from the DuPage Airport Authority (a "Statement of Political Contributions" attached hereto at Appendix 6-A), all contributions made to any Elected Official, as that term is previously defined herein, that exceed \$150.00 total during the twenty-four (24) months immediately preceding this disclosure. In addition to the name of the Elected Official, the provider must disclose on the Statement of Political Contributions, the amount(s) or value(s), if other than cash, of any contribution(s), the date(s) of any contribution(s) and the form of any contribution made during the twenty-four (24) months preceding this disclosure.

6-15-2 **Exception.** This Section 6-15 does not apply to any Provider of Goods and Services who has not received payment from the DuPage Airport Authority in an amount exceeding \$9,999.99 during the prior twelve (12) month period or to any Provider of Goods and Services who has been awarded a Contract valued at \$9,999.99 or less.

6-15-3 **Persons Required to Disclose.** When the provider of goods or services is a business entity, the disclosures required by subsection 6-15-1 must be made for those contributions made in the name of the business and a separate disclosure must be made for each of the following:

- (a) Each individual owning twenty-five percent (25%) or more of the stock of a corporation, regardless of the type of corporation;

- (b) Each individual listed as the president, vice-president, treasurer or secretary of the corporation, regardless of the type of corporation;
- (c) Each individual member of a partnership, regardless of the type of partnership;
- (d) Each individual member and manager of a limited liability company; and
- (e) Each individual owner of a sole proprietorship.

6-15-4 **Additional Person.** When any person is required to make disclosures pursuant to this Section 6-15, that person must disclose all information required in this Section for themselves as well as for each of the following:

- (a) His or her spouse and dependent children;
- (b) Every entity in which the person or the person's spouse or dependent children own more than five percent (5%); and
- (c) Every association or organization in which the person or the person's spouse or dependent children are listed as an officer.

6-15-5 **Publication by Airport Authority.** Biannually, the DuPage Airport Authority will release, for public inspection, a list detailing the contributions reported to the DuPage Airport Authority by those Providers of Goods and Services who were awarded Contracts by or received payments from the DuPage Airport Authority in excess of \$9,999.99 during the twelve months prior to the issuance of said list.

6-15-6 **Contents of Disclosure Not Considered.** The contents of the Statement of Political Contributions submitted under this Section 6-15 will not be considered in any decisions made by any commissioner, employee or representative of the DuPage Airport Authority, except that any failure to comply with this Section 6-14 will result in the revocation of an existing Contract or Purchase Order or the rejection of a Bid or Proposal submitted to the DuPage Airport Authority, unless the DuPage Airport Authority Board of Commissioners votes to waive the requirements of this Section 6-15, in accordance with subsection 6-15-9.

6-15-7 **Contracts Let by State.** Inasmuch as the State of Illinois' ethics policies are currently not as stringent as this Policy, any Contracts let

by the State of Illinois are exempt from this Section 6-15 because the DuPage Airport Authority does not control who is awarded a particular State of Illinois Contract.

6-15-8 **Exemptions.** This Section 6-15 shall not apply to Contracts awarded prior to September 1, 2005 or to compensation paid to someone in his or her role as employee or Commissioner of the DuPage Airport Authority. However, all Providers of Goods and Services who receive payments pursuant to oral agreements before or after September 1, 2005 shall be subject to the provisions of this Section 6-15 effective September 1, 2005.

6-15-9 **Non-Compliance.** It is the DuPage Airport Authority's policy that this Section 6-15 on Political Contribution Disclosure be adhered to in all respects. In the case of non-compliance with Section 6-15, the Airport Authority reserves the right to make an Award to a Provider of Goods and Services despite said non-compliance. However, any decision to make such an Award despite a Provider's non-compliance with Section 6-15 must be made at a public meeting after an individual voice-vote by a majority of the Board of Commissioners of the DuPage Airport Authority present and must be accompanied by a specific finding by the Board that the named provider did not comply with Section 6-15 but that such provider is being awarded the Contract notwithstanding said non-compliance, and the reason therefor.

6-16 **EMPLOYEE-OWNED BUSINESS.** The DuPage Airport Authority shall not contract for goods or services for any department if the Contract is with an employee of the DuPage Airport Authority, with the exception of employment Contracts.

Furthermore, contracting for goods or services with a commissioner or a company which is owned in whole or part by an employee or commissioner, or a member of his/her immediate family, or a company in which an employee or commissioner or a member of his/her immediate family has a financial interest (as defined below), is permitted providing a majority of the Board of Commissioners of the DuPage Airport Authority present at a public meeting votes to permit same and a disclosure of the relationship is read aloud prior to the vote being taken.

The Executive Director shall be notified immediately in writing of such an ownership interest or financial interest.

DEFINITIONS: For the purpose of this provision, "owned in part" means having an ownership interest of more than five percent (5%) of the business. "Financial interest" means any interest in the business by means of a loan or other evidence of indebtedness, in excess of five percent (5%) of said business's outstanding

indebtedness. "Immediate family" is defined as a spouse, parent, dependent child, or sibling.

6-17 **ESTIMATED MAGNITUDES FOR SOLICITATIONS FOR CONSTRUCTION.** Invitations for Bids (IFBs) and all associated notice to bidders or advertisements for construction projects shall contain an estimated project magnitude in order to inform potential Bidders what the Authority anticipates the project to cost, without releasing the actual project estimate. The magnitude is for informational purposes only and should only be used by bidders as a guide to determine if they have the necessary bonding capacity and capabilities to perform a construction project within this magnitude. The following magnitude ranges shall be used for this purpose:

- \$50,000 up to and including \$100,000
- \$100,000.01 up to and including \$250,000
- \$250,000.01 up to and including \$500,000
- \$500,000.01 up to and including \$750,000
- \$750,000.01 up to and including \$1,000,000
- \$1,000,000.01 up to and including \$1,500,000
- \$1,500,000.01 up to and including \$2,500,000
- \$2,500,000.01 up to and including \$5,000,000
- \$5,000,000.01 up to and including \$7,500,000
- \$7,500,000.01 up to an including \$10,000,000
- \$10,000,000.01 up to and including \$15,000,000.

6-18 **METHODS OF SOURCE SELECTION - COMPETITIVE SEALED BIDDING - (INVITATION FOR BIDS) FOR EQUIPMENT, SUPPLIES, MATERIALS, SERVICES AND CONSTRUCTION.**

6-18-1 **Invitation for Bids (IFBs).** The statement of work or Specifications of the Invitation for Bids is critical for the success of the procurement since the Award using sealed bidding must be made without negotiations, unless only one Bid was received. Basic considerations include the contractual terms and conditions which must be written to protect the interest of the DuPage Airport Authority; openness of

Specifications; requirements for transportation and delivery; and instructions as to how the bidder is to submit the Proposal. A solicitation should seek full and open competition for all purchases and provide fair and equal opportunity for all qualified persons or firms to compete. Invitation for Bids (IFBs) is the preferred method of procurement for the DuPage Airport Authority.

- 6-18-2 **Invitation for Bids - Content.** The Invitation for Bids shall include the following: (a) Instructions and information to bidders concerning the Bid submission requirements, including the time and closing date, the address of the office to which Bids are to be delivered; (b) The project description, basis of Award, delivery or performance schedule and inspection and acceptance requirements; (c) The Contract terms and conditions, including warranty and bonding or security requirements, as applicable.
- 6-18-3 **Incorporation by Reference.** The Invitation for Bids may incorporate documents by reference provided that the Invitation specifies where such documents may be obtained.
- 6-18-4 **Bidder Submissions - Bid Form.** The Invitation for Bids shall provide a form which shall include space(s) in which the Bid price(s) shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions.
- 6-18-5 **Bidder Submissions - Statement of Political Contributions Form.** The Invitation for Bids shall provide a Statement of Political Contributions form which the bidder shall complete and submit along with all other necessary submissions.
- 6-18-6 **Multiple or Alternate Bids.** The solicitation shall prohibit multiple or alternate Bids unless such Bids are specifically provided for in the Invitation for Bids. When prohibited, the multiple or alternate Bids shall be rejected, and a clearly indicated base Bid will be considered for Award as though it were the only Bid or offer submitted by the bidder.
- 6-18-7 **Specifications.** Whenever feasible, the DuPage Airport Authority shall issue product, supply and service Specifications which are not unduly restrictive. This may include the utilization of life cycle costing and/or Value Analysis in determining the Lowest Responsible Bidder, provided the Specifications indicate the procedure and evaluative factors to be used. Performance Specifications may be used provided they include evaluative criteria to be used in making the Award.

- 6-18-8 **Solicitation Time.** Except as provided for under this Chapter and declared emergencies, the minimum time for solicitation of Bids shall be twenty-one (21) calendar days from the date the advertisement is posted. When special requirements exist, the Executive Director may lengthen or shorten the Bid time, but in no case shall the time cycle be shortened if it will reduce competition. Complicated procurements may have a time period that is longer than the standard twenty-one (21) calendar days. The DuPage Airport Authority will document solicitation times of less than twenty-one (21) days as to why a reduced Bid period was required. Requests for Proposals (RFPs) for services must allow a minimum of thirty (30) calendar days for response, unless approved by the Executive Director.
- 6-18-9 **Receipt of Bids.** Upon receipt, each Bid shall be time-stamped by machine or by hand and shall be stored in a secure place until Bid opening time. Bids shall not be opened upon receipt, with the exception of Bids that must be opened in order to identify those bids which cannot be visibly identified by the information on the envelope. If Bids are opened for identification purposes only, they will be opened and resealed in the presence of witness (s) and documented as such on the front of the envelope.
- 6-18-10 **Opening & Recording of Bids.** The Executive Director or designee, in the presence of one (1) or more witnesses, shall open Bids publicly at the time and place designated in the Invitation for Bids. The name of each bidder, the Bid price(s), and other information as is deemed appropriate by the Executive Director shall be read aloud or otherwise be made available. The record shall be available for public inspection and distribution. Except for those items identified as Proprietary Information, Trade Secrets or other information protected under the Freedom of Information Act, all data regarding any particular Bid becomes public information immediately after a decision or Award relating to that Bid has been made.
- 6-18-11 **One Bid Received.** If only one responsive Bid is received in response to the Invitation for Bids, a second Invitation for Bids will be made with the notice for same clearly noting that only one Bid was received in response to the first invitation. In the case of a second Invitation for Bids, the price received from the first invitation shall not be released to the public prior to the second Invitation for Bids. If after the second Invitation only one Bid is received again, an Award may be made to the single contractor if the responsive Bid complies with requirements of this Chapter, and the Executive Director finds that the price(s) submitted are fair and reasonable. If the Executive Director determines that the price of the one Bid is not fair and reasonable, negotiations may be entered into with the lone bidder, and an Award

may be made to the lone bidder. Otherwise, the Bid may be rejected or the proposed procurement may be cancelled.

If there is inadequate time for a second Invitation for Bids, the resolution awarding said Contract to the lone bidder shall state such and the foregoing requirements regarding the receipt of one Bid after a second solicitation shall be adhered to.

- 6-18-12 **Extension of Time for Bid or Proposal Acceptance.** After opening of Bids, the Executive Director may request low bidder(s) to extend the time during which the DuPage Airport Authority may accept their bids, provided that no other change is permitted. The reasons for requesting such extensions shall be documented.
- 6-18-13 **Evaluation.** All products or services shall be evaluated against the requirements stated in the DuPage Airport Authority's solicitation. In addition to price, the following factors may be considered in evaluating any Bid response: delivery date after receipt of order, cash discounts, warranties (type/length), future availability, results of product testing, local service, cost of maintenance agreements, future trade-in value or availability of re-purchase agreement, availability of training courses, financial terms, space limitations, esthetics, adaptability to environment, cost of operation (if any), safety and health features relating to regulatory codes or requirements. The contents of the Statement of Political Contributions shall not be considered in evaluating any bid response. However, the failure to comply with said requirement as contained herein may result in the rejection of a Bid.
- 6-18-14 **Bid Evaluation - Product Acceptability.** The Invitation for Bids may require the submission of Bid samples, descriptive literature, technical data or other material necessary to determine product acceptability. The acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another but only to determine whether a bidder's offering will meet the DuPage Airport Authority's needs as set forth in the Invitation. Any bidder's offering which does not meet acceptability requirements will be rejected as non-responsive.
- 6-18-15 **Award Using Sealed Bidding.** The Contract shall be awarded to the Lowest Responsive and Responsible Bidder whose Bid meets the requirements and the criterion set forth in the Invitation for Bids, under this Chapter, and is determined to be in the best interest of the DuPage Airport Authority. Negotiations are not allowed when using sealed bidding unless only one Bid was received. The Executive Director may determine to make whole or partial Awards or may reject any or

all Bids, as determined by the Executive Director to be in the best interests of the DuPage Airport Authority. If insufficient funds are available to award a Contract, the solicitation may be canceled or the Executive Director may choose to re-scope the project and re-solicit Bids, as may be determined to be in the best interest of the DuPage Airport Authority.

- 6-18-16 **Low Tie Bids.** Tie Bids are low responsive Bids from Responsible Bidders that are identical in price and which meet all the requirements and criteria set forth in the Invitation for Bids. At the discretion of the Executive Director, Award shall be made, if possible, by methods including split orders and rotations or, if not possible to make split or rotational Awards, then drawing of lots or flipping of a coin will be used to determine the Award.
- 6-18-17 **Telephone Bids.** Telephone Bids will not be accepted in formal solicitations, except as provided for herein, unless the Executive Director shall make written determination that market conditions are of such a nature that it is in the Best Interest of the Authority to solicit telephone Bids, such as the purchase of petroleum fuels on a daily basis, under changing market conditions or under solicitations during a declared emergency.
- 6-18-18 **Electronic and Facsimile Bids.** Bids submitted by facsimile transmission to the DuPage Airport Authority's Office prior to the Bid opening may be accepted under the following conditions: 1) the facsimile Bid must refer specifically to the applicable Invitation for Bids; 2) it must set forth the items, quantities, prices and deliveries offered; and 3) it shall state that the Bid complies with the terms and conditions of the Invitation for Bids and is being confirmed by submission of the properly executed Bid documents and Statement of Political Contributions. Facsimile transmissions to the DuPage Airport Authority's Office will not be accepted in the formal competitive Sealed Bid process unless the Invitation for Bids specifically allows them.
- 6-18-19 **Modification or Withdrawal of Bids.** Bids may be modified or withdrawn by written correspondence or facsimile notice to the DuPage Airport Authority's Office prior to the time set for Bid opening.
- 6-18-20 **Withdrawal of Bid Prior to Bid Opening.** The bidder, prior to the specified Bid opening time and date, may withdraw any Bid if the bidder's representative appears at the DuPage Airport Authority's office or if the Executive Director receives a written request for withdrawal.

- 6-18-21 **Withdrawal of Bid after Opening but Prior to Award.** No Bid may be withdrawn or Contract negated unless the bidder or Contractor can establish that the Bid or Contract contains mistakes despite the exercise by the bidder or Contractor of reasonable care. The test of reasonable care shall be that 1) the mistake relates to a material feature of the Contract; 2) the mistake occurred despite the exercise of reasonable care; and 3) withdrawal is deemed by the Executive Director to be in the best interest of the DuPage Airport Authority.
- 6-18-22 **Records.** All documents relating to the modification or withdrawal of Bids shall be made part of the appropriate procurement file.
- 6-18-23 **Minor Informalities/Irregularities in Bids.** A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality or delivery is negligible when contrasted with the total cost or scope of the services being acquired. If the Executive Director determines that the Bid submitted contains a minor informality or irregularity, then he/she either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a Bid or waive the deficiency, whichever is to the advantage of the Authority. In no event will the bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:
- (a) Bidder fails to return the number of copies of signed Bids required by the Invitation for Bids.
 - (b) Bidder fails to sign the Bid, but only if the unsigned Bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned Bid. (such as Bid Bond, or signed cover letter which references the bid number or title and amount of Bid)
 - (c) Bidder fails to acknowledge an amendment - this may be considered a minor informality only if the amendment, which was not acknowledged, is insignificant and involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

6-18-24 **Late Bids.** Any Bid withdrawal or modification to Bids received after time and date set for opening shall be considered late and shall be rejected and returned unopened to the bidder, except as provided herein. All sealed competitive Bids shall be opened as soon as possible after the time designated by the Invitation. Bids received after the Bid opening time shall not be opened but shall be rejected as a late Bid. The responsibility to ensure that Bid solicitations are obtained and that Bids are received prior to the opening date and time rests with the vendor. The Executive Director may permit the following exceptions:

- (a) In the event of a public labor unrest (strike, work slowdown, etc.), which may effect mail delivery, the Executive Director may develop and issue emergency procedures.
- (b) There is conclusive evidence that the Bid was submitted to the office designated in the IFB or RFP, on time and was mishandled by the DuPage Airport Authority's personnel responsible for handling/receiving Bids (*i.e.*, lost or misplaced).
- (c) It was the only Bid received.
- (d) The Executive Director shall rule any other situation, which is beyond the control of both the DuPage Airport Authority and the vendor, as to the acceptability of the Bid.

6-18-25 **Public Notice- Advertisement.** Invitations for Bids or notices of the availability of Invitations for Bids shall be posted on the DuPage Airport Authority's website, mailed, faxed or otherwise furnished to a sufficient number of prospective bidders to secure adequate competition. For formal Bids in excess of \$9,999.99, public notice shall be published at least once in a newspaper of general circulation and/or in as many trade publications, secondary newspapers and the DuPage Airport Authority's Web Page to assure competition is maximized, at least fourteen (14) calendar days prior to the date for Bid opening, except as outlined herein.

6-18-26 **Waiver of Public Notice - Advertisement.** The Executive Director may authorize the waiver of public notice for requirements in excess of \$9,999.99 upon written determination that circumstances call for quick procurement action. Supplies or equipment may be needed promptly for backup to insure against downtime; a significant price increase on a needed item may be imminent; the scope of an ongoing task may be unexpectedly expanded. In these kinds of situations the Executive Director will make a special effort to obtain written competition or Sealed Bids but may waive the publication of notice in the newspaper.

- 6-18-27 **Public Availability.** A copy of the Invitation for Bids shall be made available for public inspection at the DuPage Airport Authority's Office or via the DuPage Airport Authority's website.
- 6-18-28 **Pre-Bid Conferences.** Pre-Bid conferences may be conducted for the purpose of explaining the procurement requirements. They shall be announced to all prospective bidders known to have received the Invitation for Bids. The conference should be held long enough after the Invitation has been issued to allow bidders to become familiar with it, but with adequate time before Bid opening to allow consideration of the conference results in preparing the Bid. The Pre-Bid conferences may be mandatory if determined necessary to ensure familiarity of the project prior to bidding by all bidders. Nothing stated at such conference shall change the Invitation for Bids unless the change is made by written amendment.
- 6-18-29 **Addenda/Amendments to Invitations for Bids.** Addenda/Amendments to Invitations for Bids shall be identified as such and shall require that the bidder acknowledge receipt of all amendments issued with their Bid or Proposal. The amendment shall reference the portions of the Invitation it amends. Amendments shall be sent to all prospective bidders known to have received an Invitation for Bids, as well as made available on the DuPage Airport Authority's website. Amendments shall be distributed within a reasonable time to allow prospective Bidders to consider them in preparing their Bids. If the time set for Bid opening will not permit such preparation, to the extent possible the Bid preparation time shall be increased in the amendment or, if necessary, by telephone, and confirmed in the amendment. Questions received by prospective bidders concerning the Invitation for Bid, both technical and contractual in nature, will be answered in the form of an amendment to allow all potential bidders to share the same information.
- 6-18-30 **Distribution of Addenda/Amendments.** Addenda/Amendments to Invitations for Bids shall be sent to all prospective bidders known to have received an Invitation for Bids and posted on the DuPage Airport Authority's website for electronic distribution (downloading). Regardless of the distribution, it is still the overall responsibility of the Bidder to ensure they have received all previously issued Addenda/Amendments prior to submission of their Bid.
- 6-18-31 **Confidential Data.** The Executive Director shall examine all Bids to determine the validity of any requests for non-disclosure of Trade Secrets or other proprietary data identified in writing. The bidder, prior to the Bid opening under separate cover, shall submit such requests. If

the parties do not agree as to the disclosure of data, the Executive Director shall inform the bidder in writing what portions of the Bid will be disclosed and that, unless the bidder protests in accordance with Section 6-27 of these rules, the Bids will be so disclosed.

- 6-18-32 **Mistakes in Bids - Confirmation of Bid.** When it appears from a review of the Bid that a mistake has been made, the Executive Director shall be responsible for requesting the bidder to confirm their Bid in writing. Situations in which the confirmation should be requested include obvious, apparent errors on the face of the Bid or a Bid unreasonably lower than the other Bids submitted. If the bidder alleges mistake, the Bid may be withdrawn only if the provisions of this Chapter are followed. Bidders may request in writing to the Executive Director that they be allowed to correct a mistake in their Bid; however, the mistake has to be apparent and substantiated by evidence provided by the bidder that the mistake was valid. The Executive Director will evaluate the request and make a determination in writing as to whether the correction of the mistake is allowed. Further, bidders will not be allowed to correct other than apparent typographical errors if their correction would displace another bidder.
- 6-18-33 **Mistakes Where Intended Correct Bid is Evident.** If the mistake and the intended correct Bid are clearly evident to the Executive Director on the face of the Bid document, the Bid shall be corrected by the bidder to the intended correct Bid and may not be withdrawn. Examples include typographical errors, errors in extending unit prices and transposition errors.
- 6-18-34 **Mistakes Where Intended Correct Bid Is Not Evident to the Director.** A bidder may be permitted to withdraw a Bid if the bidder submits proof of evidentiary value in accordance with provisions of this Chapter.
- 6-18-35 **Mistakes Discovered Before Opening.** A bidder may correct mistakes discovered before Bid opening by withdrawing or correcting the Bid as outlined in this Chapter.
- 6-18-36 **Determination Required.** Any decision to permit or deny correction or withdrawal of a Bid under this Section shall be supported by a written determination by the Executive Director.
- 6-18-37 **Mistakes After Award of Contract.** When a mistake in a Contractor's Bid is not discovered until after award of a Contract, the mistake may be corrected by Contract change order if correcting the mistake would be favorable to the Authority without changing the

Specifications. If the mistake is not in the favor of the DuPage Airport Authority, the Executive Director will have the following options:

- (a) To rescind the Contract via termination;
- (b) Deny the Contractor's request to correct the mistake; or
- (c) To reform the Contract by the following actions:
 - (i) Delete the item (s) involved in the mistake; and/or
 - (ii) To increase the price of the Contract by allowing the correction of the mistake, as long as the correction or increase in price does not exceed the price of the next lowest bidder. Note: Partial corrections will not be allowed in order to stay below the next lowest bidder's price.

In all cases, the burden of proof rests with the Contractor. The alleged mistake must be proven by clear and convincing evidence that a mistake was indeed made. The Executive Director shall request the contractor to support the alleged mistake by submission of written statements and pertinent evidence such as, but not limited to: Contractor's file copy of Bid, Contractor's original worksheets, including supporting data used to prepare Bid, subcontractor or supplier quotes and any other evidence that will serve to establish the mistake, the manner in which the mistake occurred and the Bid actually intended. If there is not clear and convincing evidence to support the alleged mistake, then no action will be taken.

6-18-38 **Waiver of Competition.** The Executive Director may elect to waive the competitive bidding process for services/products which total less than \$10,000 in the aggregate under certain conditions including: (a) a needed product or service which is available from only one supplier (sole source), (b) a particular product is wanted for experiment or trial, (c) additional products are required to complete an ongoing task, (d) the amount of the purchase is too small to justify the expense of soliciting quotations, (e) a purchase is made from another unit of government, or (f) the purchase of a used item is advantageous and the item is available only on short notice and subject to prior sale.

The Board of Commissioners may elect to waive the competitive bidding process for services/products which total more than \$9,999.99 under the conditions cited above except for condition (d). The DuPage Airport Authority shall require competition wherever practicable, and, except for small purchases, the basis and reasons for each waiver shall be documented as public record.

6-18-39 **Preference for Qualified Local Bidders.** To the extent not prohibited by federal or state statute, FAA regulation or other applicable statute, regulation or law and notwithstanding any provisions of this Chapter 6 of the DuPage Airport Authority Code to the contrary, it shall be the policy of the Authority to procure goods and services from qualified local bidders to the greatest extent possible.

(a) Definition. To be considered a qualified local bidder, a bidder must at a minimum meet each of the following criteria:

1. The bidder must maintain a business office within DuPage County, Illinois;
2. The bidder must employ year-round full-time staff at its office maintained within DuPage County, Illinois; and
3. The Bidder must be current with all applicable taxes or other amounts due to the Authority.

(b) Notice Of Intent To Bid Lower Than Low Bid. If the lowest responsive, responsible bidder is not a qualified local bidder and if a qualified local bidder has submitted a Bid which is within five percent (5%) of the lowest responsive, responsible bidder for an item or Bid, the qualified local bidder shall be given written notice to that effect and may, within five (5) calendar days from the date of such notice, provide written confirmation to the Authority that it will bid lower than the Bid price of the lowest responsive, responsible bidder and shall, within the same five (5) calendar days submit its substitute Bid. If a qualified local bidder fails to provide such written confirmation and substitute Bid within the time allowed, its Bid shall be considered as originally submitted.

(c) Multiple Qualified Local Bidders. If more than one qualified local bidder is within five percent (5%) of the lowest responsive, responsible bidder, only the qualified local bidder submitting the lowest Bid shall be given the opportunity to bid lower than the Bid of the lowest responsive, responsible bidder. The qualified local bidder shall, where the Bid is an aggregate of separate price components, reduce the price of each separate component of its aggregate Bid by the same percentage that was used to bid lower than the Bid of the lowest responsive, responsible bidder.

(d) Rejection of Bids. The Authority may reject any and all Bids and award the Contract to a bidder other than the lowest responsive, responsible bidder or a qualified local bidder who bids lower than

the lowest responsible Bid upon the determination of the appropriate person/Board as set forth in subsection 6-5-3 hereof that it is in the Authority's best interests to do so.

(e) **Certification.** A bidder shall certify in its Bid whether it is a qualified local bidder under this Code.

6-18-40 **Sole Source Procurement.** Sole source purchase requirements may arise from a number of circumstances including, but not limited to:

(a) The purchase of technical equipment for which there is no competitive product and which is available only from one supplier.

(b) The purchase of a component or replacement part for which there is no commercially available product and which can be obtained only from the manufacturer.

(c) The purchase of an item where compatibility is the overriding consideration.

(d) The purchase of a used item which becomes immediately available and is subject to prior sale.

(e) The purchase of a particular product for trial or testing.

(f) The Executive Director, in writing, determines use of a sole source to be in the Best Interest of the Authority based on unusual or compelling urgency.

(g) The use of other than OEM parts would void a still valid warranty.

(h) Sole source refers to the supplier, not a product or service. Thus, the ability to meet a delivery date or to provide on-call repairs can create a sole source that is a single supplier condition. Justification for a sole source purchase depends upon a needed item being available from only a single supplier under the prevailing conditions. If the item may be obtained from more than one source, price competition shall be solicited.

6-18-41 **Written Justification.** A written justification approved by the Executive Director and any other approving authority, depending on total value of the procurement, shall be included in the file for all procurements that exceed the competition threshold of \$999.99 that were awarded as "Sole Source." This justification shall completely explain the rationale used in determining "sole source" as well as the

determination that the awarded price is "fair and reasonable" using an element of price analysis justifying the total cost.

- 6-18-42 **Purchase of Items Separately from Construction Contract.** The Executive Director and using agency are authorized to determine whether a supply item or group of supply items shall be included as a part of, or procured separately from, any Contract for construction.
- 6-18-43 **Procurement of Services/Construction by Purchase Order.** If the Executive Director deems it to be in the Best Interest of the Authority, services or construction which are simple and which typically involve no more than one or two trades may be procured through the use of a Purchase Order approved by the Executive Director, subject to the rules governing that method of procurement. The normal rule for allowing such services to be ordered under a Purchase Order is as follows:
- (a) Less than sixty (60) days' performance with a defined completion date;
 - (b) Less than \$10,000 and competition was obtained to determine fair price;
 - (c) Vendor or contractor signs the Purchase Order acknowledging full acceptance of the terms; and
 - (d) Vendor or contractor completes and submits a Statement of Political Contributions along with the signed Purchase Order.
- 6-18-44 **Disposition of Bid Security.** Bid security, if any, shall be returned to the bidder when withdrawal of the Bid is permitted, the Contract is awarded to another firm or Invitation for Bids are canceled after opening. Normally, Bid securities in the form of bonds will not be returned to unsuccessful Bidders unless requested since they normally expire after Contract is awarded and become invalid automatically.
- 6-18-45 **Disadvantaged, Minority or Small Business Enterprises.** No provision is made in these rules for preferences or set-asides for small, minority or women-owned businesses. It is, however, the policy of the DuPage Airport Authority to make every effort to solicit and encourage small, minority or women-owned business participation for the DuPage Airport Authority's purchasing or Contracts.
- 6-18-46 **Equal Opportunity.** The DuPage Airport Authority shall be responsible for ensuring the procurement of products, commodities

and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete.

6-18-47 **Adequate Competition.** It is the responsibility of the DuPage Airport Authority's staff to ensure that an adequate selection of bidders is solicited for every requirement for achieving optimum competition. This responsibility includes selecting other advertising methods or vehicles when sources may be limited.

6-19 **METHOD OF SOURCE SELECTION - REQUEST FOR PROPOSALS (RFP) (FORMAL).**

6-19-1 **Definition.** Request For Proposals (RFP) is an objective method of contracting for goods or services whereby Proposals are solicited from qualified contractors, following submission of which changes in Proposals and prices are allowed, and the offer deemed by the DuPage Airport Authority to be most advantageous in terms of criteria as designated in the RFP, as determined by the Executive Director to be in the Best Interest of the Authority, may then be accepted. An RFP should not be used when the service or equipment to be contracted is standard, routine or common "off the shelf" type items or if there is an industry standard associated with the service or commodity to be contracted. A RFP is a very time-consuming and costly method of procurement that should only be used when sealed bidding is not appropriate.

6-19-2 **When RFPs are Practicable.** Factors to be considered in determining whether RFPs are practicable include:

- (a) Estimated Contract value is more than \$50,000.
- (b) Requirement is highly technical, unusual, is not standard "off the shelf" item, or there is not any clear standards or Specifications available to use in the solicitation.
- (c) If the Contract needs to be other than fixed-price type.
- (d) If it may be necessary to conduct oral or written Discussions with offerors concerning technical and price aspects of their Proposals.
- (e) If it may be necessary to afford offerors the opportunity to revise their Proposals.

- (f) If it may be necessary to base Award on a comparative evaluation as stated in the RFP of differing price, quality and contractual factors in order to determine the most advantageous offering to the DuPage Airport Authority.
- (g) If the primary consideration(s) in determining Award may be factors other than price(s).

6-19-3 **When RFPs are Advantageous.** A determination will be made to use competitive sealed Proposals if it is determined to be advantageous to the Authority. Factors to be considered in determining whether RFPs are advantageous include:

- (a) If prior procurements indicate that competitive sealed Proposals may result in more beneficial Contracts for the Authority.
- (b) The requirement is highly technical or complex in nature and would be more advantageous to the DuPage Airport Authority to use the RFP method of source selection.
- (c) If the factors listed in this Section are more desirable than necessary in conducting a procurement, then such factors may be used to support a determination that RFPs are advantageous.

6-19-4 **Determinations.** Before a solicitation is issued by RFP, the Executive Director shall determine in writing that competitive sealed bidding is either not practicable or not advantageous to the Authority. The Executive Director may make determinations by category of supply, service or construction item(s) that it is either not practicable or not advantageous to the Authority to procure specified types of supplies, services, or construction by competitive sealed bidding. Procurements of the specified types may then be made by competitive sealed Proposals based on this determination. The Executive Director may revoke such determination at any time, and all such determinations shall be reviewed from time to time for current applicability.

6-19-5 **Dollar Thresholds for RFPs.** Formal RFPs shall be issued by the DuPage Airport Authority for requirements that are estimated to exceed \$9,999.99. Solicitations in the form of informal RFP's may be issued for requirements estimated to be less than \$10,000 if more than one vendor is known to exist that has the capabilities of providing the product or service. The Executive Director may accept written justification from the using agency for a sole source professional service Contract even though it may exceed \$9,999.99.

6-19-6 **Content of the RFPs.** The RFPs shall be prepared using the following sections:

- (a) Section I - Proposal Information: This section includes where to submit Proposals, how many copies, when they are due, information regarding amendments, basis of Award and acceptance time period.
- (b) Section II - Minimum Specifications: This section will include project scope, location, performance period and general information.
- (c) Section III - Proposal Content: This section includes a list of the requirements a potential offeror must address and include in his Proposal.
- (d) Section IV - Evaluation Criteria: This section includes the evaluation process, the evaluation criteria and its order of importance, and how the Proposals will be evaluated.
- (e) Section V - Terms and Conditions/Attachments/Exhibits: This section includes attachments such as sample evaluation score sheets, drawings, sketches, sample Contract, general conditions, special instructions, insurance requirements, etc.

6-19-7 **Evaluation Process.**

- (a) The Request for Proposal evaluation process shall be conducted as a fair and objective process which requires the evaluation committee to evaluate all Proposals on the specific criteria in the RFP.
- (b) Complete confidentiality is an ethical and legal requirement and is vital to fair, equitable evaluation. Before Proposals are received, the Project Manager serves as the sole technical contact for vendors and all RFP procedures and communication. After Proposals are submitted, all vendor contact is through the Executive Director's office or the designated project manager. Please remember that vendor information, number of Proposals received, results and other evaluation proceedings are confidential at all times.
- (c) Evaluation panel will be selected by the Executive Director. Evaluation panel members shall be required to sign a Procurement Integrity statement of confidentiality prior to evaluating Proposals.

Committee members shall score each Proposal individually and independently; however, group Discussions are encouraged to discuss technical views to arrive at a better understanding of technical Proposals during the evaluation process. The results of the scoring by the evaluating committee shall be totaled to determine the overall highest rated Proposal. The suggested method for totaling scores is by each evaluators rankings of the Proposals, *i.e.*, 1, 2, 3, etc.

- (d) If interviews are part of the evaluation criteria, the RFP must contain language that allows for them, and the criteria for evaluating the interviews must be sent to the offeror who will be interviewed prior to the actual interview.
- (e) The evaluation committee, prior to entering into Discussions with any offerors, will make competitive range determinations. Any and all offerors determined to be within the competitive range must be given an opportunity to interview.
- (f) Best and final offers may be requested at the conclusion of Discussions, if Discussions are determined necessary.
- (g) All offerors shall be notified as to whether they were successful at the same time the successful or selected contractor is notified of their selection.
- (h) All offerors are allowed to schedule a debriefing with the Executive Director to go over the weaknesses and strengths of their Proposal. The strengths and weaknesses of other Proposals will not be discussed.

6-19-8 **Competitive Range Determination.**

- (a) The evaluation committee, through the Executive Director, shall determine which Proposals are in the competitive range for the purpose of conducting written or oral Discussions/interviews. The competitive range shall be determined on the basis of both cost and technical criteria stated in the RFP. The determination shall include all Proposals that have a reasonable chance of being selected for Award. When there is doubt as to whether a Proposal is in fact within the competitive range, the Proposal shall be included.
- (b) If the (RFP initially solicits unpriced technical proposals, they shall be evaluated to determine which are acceptable to the DuPage

Airport Authority. After necessary discussion of these technical proposals is completed, the evaluation selection committee shall request the price proposals from all offerors who submitted an acceptable technical Proposal and make the Award to the lowest responsible offeror.

6-19-9 **Written or Oral Discussions.** If a Contract Award cannot be made on initial offers as submitted, the evaluation selection committee, through the Executive Director, shall conduct written or oral Discussions with all responsible offerors within the competitive range. The following guidelines in subsections 6-19-10 and 6-19-11 may be used when conducting written or oral Discussions with each offeror.

6-19-10 **DO's**

- (a) Advise the offeror of deficiencies in its Proposal so the offeror is given an opportunity to satisfy the DuPage Airport Authority's requirements.
- (b) Attempt to resolve or clarify any uncertainties concerning their Proposal.
- (c) Resolve any suspected mistakes.
- (d) If interviews are conducted as per the RFP and questions are given out to each offeror, then the scoring of these questions must be clearly written in the RFP. If the scoring is not listed in the RFP, then an amendment must be issued with the questions that clearly describes how the questions will be scored and evaluated. All offerors should be given the same questions and scored according to the RFP or Amendment. Note: If interviews are listed in the RFP, then it is not a requirement to request best and final offers unless the interviews involve price or cost questions that would require an offeror to revise their prices. The evaluation criteria of the interviews must be clear to all offerors within the competitive range.
- (e) Provide each offeror a reasonable opportunity to submit revisions to both their technical Proposals and price Proposals, as discussed, by requiring submission of best and final offers by each offeror within the competitive range at the conclusion of Discussions. Note: Offerors should be reminded that best and final offers are not mandatory. They are only an opportunity to revise if necessary.

- (f) Provide the offeror a reasonable opportunity to discuss past performance information obtained from references. Names of individuals providing references information shall not be disclosed.

6-19-11 **DONT's**

- (a) The purpose of Discussions is not to engage in technical leveling (helping an offeror bring Proposal up to the level of others) of Proposals.
- (b) Do not use auction techniques such as indicating a cost or price an offeror must meet to be considered, advising an offeror of its price standing relative to the other offerors, or otherwise furnish information about other offerors prices. (It is permissible to inform an offeror that his prices are unrealistic or too high.)
- (c) Do not inform an offeror of the number of offerors still within the competitive range.

6-19-12 **Best and Final Offers.**

- (a) Upon completion of Discussions, the evaluation selection committee may issue to all offerors still within the competitive range a request for Best and Final Offers. Oral requests for Best and Final Offers shall be confirmed in writing.
- (b) The request shall include:
 - (i) Notice that Discussions are concluded.
 - (ii) Notice that this is an opportunity to submit a Best and Final Offer.
 - (iii) A due date for submission of the Best and Final Offer.
 - (iv) Note that this is only an opportunity to revise their Proposals. If they chose not to submit a Best and Final Offer, then their original Proposal as submitted will be considered.
 - (v) After receipt of Best and Final Offers, the evaluation selection committee shall evaluate them accordingly and recommend Award be made to the offeror whose Best and Final Offer is most advantageous to the DuPage Airport Authority considering price and the other factors included in the RFP.

- 6-19-13 **Proposal Preparation Time.** Proposal preparation time should be set to provide offerors thirty (30) calendar days under normal circumstances to prepare and submit their Proposals. The Executive Director may modify this requirement to require less time on less complicated requirements, but in no event will the period be less than fourteen (14) calendar days.
- 6-19-14 **Form of Proposal.** The manner in which Proposals are to be submitted, including any forms for that purpose, may be designated as a part of the RFPs in Section 6-19.
- 6-19-15 **Pre-Proposal Conference.** Pre-Proposal conferences may be held. Any such conference should be held a minimum of ten (10) calendar days prior to the submission of initial Proposals.
- 6-19-16 **Modification or Withdrawal of Proposal.** Proposals may be modified or withdrawn by any offeror prior to the established due date and time.
- 6-19-17 **Receipt of Proposals.** The time and date for receipt of Proposals will be included in the RFP and may read a specific time or "close of business" on a certain date. If a specific time is cited, then Proposals must be received by the time or they are considered late and will not be accepted. If "close of business" is cited, then Proposals may be accepted at any time during business hours on the date specified. Proposals will not be opened publicly, nor will the list of the names of proposers or the number of Proposals received be released publicly until such time the evaluation process is completed.
- 6-19-18 **Late Proposals.** Late Proposals shall be handled in the same manner as late Bids.
- 6-19-19 **Only One Proposal Received.** If only one Proposal is received in response to a RFP, a second RFP will be made with the notice for same clearly noting that only one Proposal was received in response to the first Request. In the case of a second RFP, the price received from the first Request shall not be released to the public prior to the second RFP. If after the second Request only one Proposal is received again, the Executive Director has the following options:
- (a) Proceed with the evaluation of the Proposal from the single offeror; if the offer meets the requirements of the Authority as stated in the RFP and the cost is determined to be fair and

reasonable through negotiations, an Award may be made.

- (b) If the evaluation determines that the only offeror does not meet our needs, or negotiations of the cost do not result in a fair and reasonable price, then the solicitation may be canceled and re-solicited at a later date. Note: If the solicitation is canceled, the Proposal shall be returned to the offeror and the canceled solicitation file shall be documented as to why it was canceled.

If there is inadequate time for a second RFP, the resolution awarding said Contract to the lone Proposal shall state such and the foregoing requirements regarding the receipt of one Proposal after a second solicitation shall be adhered to.

- 6-19-20 **Evaluation of Proposals.** The RFP shall clearly define all evaluation criteria in order of importance, including price. Numerical rating systems and/or weights may be used but are not mandatory to be listed in the RFP. However, the criteria listed in the RFP must be listed in order of importance, and the weights or points assigned by the evaluation committee prior to evaluating Proposals must follow the listed importance accordingly. The evaluators shall not consider criteria that are not specified in the RFP when evaluating Proposals. Selection for the Award shall be conclusive based on scoring criteria as specified in the RFP. The Authority reserves the right to enter into contractual negotiations with the highest ranked firm selected by the evaluation committee. If a mutual contractual relationship cannot be established that will meet the DuPage Airport Authority's needs, then the DuPage Airport Authority reserves the right to enter into negotiations with the second highest ranked firm and so on.
- 6-19-21 **Proposal Discussions with Individual Offerors.** Discussions are held to promote understanding of the DuPage Airport Authority's requirements and the offeror's Proposal, to facilitate arriving at a Contract that will be most advantageous to the DuPage Airport Authority, taking into consideration price and the other evaluation factors set forth in the RFP. Offerors determined to be within the competitive range shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of Proposals prior to Award for the purpose of obtaining best and final offers. Auction techniques or disclosure of any information derived from competing Proposals are prohibited. Any substantial oral clarification of a Proposal shall be reduced to writing by the offeror.
- 6-19-22 **Mistakes in Proposals.** When it appears from a review of the Proposal before Award that a mistake has been made, the offeror should be asked to confirm the Proposal. If the offeror alleges mistake,

the Proposal may be corrected or withdrawn in accordance with rules governing mistakes in Bids.

- 6-19-23 **Award of Contract.** Award shall be made to the responsible offeror whose Proposal is determined to be most advantageous to the DuPage Airport Authority and in the Best Interest of the Authority based on the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. If an evaluation committee is established, that committee may make that determination or may make recommendation to other levels of the Authority organization and the Executive Director. The Contract file shall contain the basis on which the Award is made. An offeror who has failed to accurately complete a Statement of Political Contributions may be denied an Award for such failure.
- 6-19-24 **Debriefing Unsuccessful Offerors.** If requested, an offeror shall be debriefed and furnished the basis for the selection and Award of the Contract. Debriefings shall include the following information:
- (a) Copies of the offeror's evaluation score sheets showing the strengths and weaknesses of their Proposal as evaluated by the committee.
 - (b) The overall evaluated cost and technical rating of the winning contractor.
 - (c) The overall ranking of all offerors.
 - (d) A summary of the rationale for Award.
 - (e) Answer any relevant questions about the process the offeror may have.
 - (f) DO NOT provide point-by-point comparisons of the debriefed offeror's Proposal with those of other offerors, or any items listed in other offerors' Proposals that may be marked confidential or proprietary.
- 6-19-25 **Public Notice - Advertisement.** Public Notice shall be given by advertising the RFP in the same manner provided for the Invitation for Bids.
- 6-19-26 **Amendments to RFP.** Amendments to RFPs may be made in accordance with Amendments to Invitation for Bids prior to submission of Proposals. After submission of Proposals, any

amendments shall be distributed to all offerors who submitted Proposals.

6-20 **SMALL PURCHASES AND INFORMAL BIDS.**

- 6-20-1 **Definition.** The procurement of supplies, equipment, materials or services having an estimated value of less than \$10,000 may be made on the open market by informal methods without public notice and advertisements and without following steps outlined herein.
- 6-20-2 **Competition Dollar Threshold.** The DuPage Airport Authority may acquire supplies, materials, equipment, or services costing less than \$1,000 without benefit of documented quotations or written competitive Bids. The Director/Manager acquiring goods or services in this manner shall be expected to use professional judgment to ensure that the DuPage Airport Authority is receiving maximum value. This rule does not preclude the option to receive written or telephone quotations. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this rule.
- 6-20-3 **Documented Written Quotations.** The Authority may procure supplies, equipment, materials, and services less than \$10,000 by soliciting written Specifications and securing documented written quotations which provide (a) the name of the company or firm, (b) the person providing the quotation, (c) the delivery date, (d) FOB information, (e) cash terms, and (f) price(s) of item(s). A minimum of three (3) businesses, if available, handling the particular commodity or service shall be requested to provide written quotations. A "No Bid" shall not meet the requirement of a responsible Bid. Award shall be made to the business offering the lowest acceptable quotation, delivery and terms being a consideration. The Authority shall maximize the opportunity for small, minority, disadvantaged and women-owned businesses to participate in informal Bids.
- 6-20-4 **Sealed Competitive Bids.** Any acquisition for supplies, equipment, materials, or services, which is estimated to exceed \$9,999.99 shall be processed formally in accordance with Competitive Sealed Bid procedures herein. Sealed competitive Bids may be used to acquire any goods, services or construction at lower dollar amounts if the Executive Director determines it to be in the Best Interest of the Authority.
- 6-20-5 **Sole Source Procurement.** Sole source procurement is permissible if a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify sole source procurement if there is more than one potential bidder or offeror for

that item or service. Some examples of circumstances that could necessitate sole source procurement are:

- (a) Compatibility of technical equipment, accessories, or replacement parts is the paramount consideration.
- (b) Where a sole supplier's item is needed for trial or testing purposes.
- (c) The purchase of supplies or equipment for which there is no competitive product.
- (d) The purchase of used equipment which may become immediately available and subject to prior sale.
- (e) There is clear and compelling reason that sole source is justified and is approved by the proper authority in these regulations
- (f) The Executive Director or designee shall make a written determination that procurement is sole source, setting forth the reasons. In cases of reasonable doubt, competition should be solicited. Any request by a using agency that procurement be restricted to one potential supplier shall be accompanied by a written explanation as to why no other will be suitable or acceptable to meet the need.

6-21 EMERGENCY PROCUREMENT.

- 6-21-1 **Definition.** Emergency Purchases made without compliance with the requirements herein are not to be made unless true and justifiable emergencies exist. Emergencies are defined as "need for parts, supplies, and services required in connection with repairs due to breakdown of major equipment that must be kept running, natural disasters, or other requirements which significantly interfere with the operation of the Airport."
- 6-21-2 **Scope of Emergency Procurements.** Emergency Purchases shall be limited only to a quantity of those supplies, equipment, materials, or services necessary to meet the emergency.
- 6-21-3 **Authority.** Subject to emergency disaster declarations, any using agency may make emergency procurements when an emergency condition arises and the need cannot be met through normal procurement methods. In the event an emergency arises after normal working hours, the using agency will notify the Executive Director on the next business day.

6-22 **EQUIPMENT LEASING.**

6-22-1 **Definition.** A lease is a Contract under which title to the equipment will not pass to the lessee. A lease with an option to purchase, however, allows title to pass if the purchase option is exercised and has the effect of a conditional sales agreement. Leases and purchase options should never be used to circumvent the requirements for competition. The soundest and safest approach is that any leases of equipment be subject to the requirements for competition that apply to outright purchases, as outlined herein.

6-22-2 **Execution of Lease Agreements.** All lease agreements for capital equipment shall be reviewed by the Executive Director and Authority Attorney and shall be signed only by the Executive Director, or designee, after appropriate review and negotiation of terms and conditions. The Executive Director may elect to seek additional Proposals from third-party leasing companies. Lease agreements signed by unauthorized parties may be voided and may result in personal liability. The Executive Director may designate other members of the Authority to sign Contracts which have been reviewed and approved by the Executive Director and approved as to form by the Authority attorney.

6-23 **MASTER AGREEMENTS.**

6-23-1 **Services and Materials.** Master Agreements may be established with vendors who supply services and materials for lesser dollar amounts where the Board believes it would not be cost effective or in the best interests of the DuPage Airport Authority from a timing standpoint to bid individual items or services for a minor project. For vendors who supply services and materials such as plumbers and electricians for example, the DuPage Airport Authority shall, at least every two (2) years, prepare IFBs to solicit proposals. The IFBs will solicit bids containing a per hour rate for services and a percentage mark up on all costs of materials to be utilized for the upcoming year. The staff of the DuPage Airport Authority shall evaluate the proposals and make a recommendation to the Board as to which vendor to enter into a Master Agreement with. No Master Agreement shall exceed \$25,000 annually or \$2,500 per project nor be entered into without a vote of the Board. No Master agreement shall exceed two (2) years in duration.

6-23-2 **Goods Only.** Master Agreements may be established with vendors who sell goods where because of the small amount of the cost of the goods the Board believes it would not be cost effective or in the best interests of the DuPage Airport Authority from a timing standpoint to bid

individual items. For these goods, the DuPage Airport Authority will, at least every two (2) years, obtain pricing from at least three (3) different retailers for items for a list of commonly purchased items. Said pricing may be in the form of a percentage discount off of the retail price to the public. The staff of the DuPage Airport Authority shall evaluate the pricing options and make a recommendation to the Board as to which vendor to enter into a Master Agreement with. No Master Agreement shall exceed \$25,000 annually or \$1,000 per item and/or \$2,500 per individual purchase nor be entered into without a vote of the Board. No Master Agreement shall exceed two (2) years in duration.

6-24 **AUTHORITY PURCHASING CARDS.** The DuPage Airport Authority's credit cards may be used for small purchases in accordance with the rules and regulations. Appropriate approvals for purchases should be obtained prior to the purchase whenever possible.

6-25 **CANCELLATION OR REJECTION OF BIDS OR PROPOSALS.**

6-25-1 **Scope.** The provisions of this rule shall govern the cancellation of any solicitation issued by the DuPage Airport Authority under competitive sealed bidding, competitive sealed Proposals, small purchases or any other source selection method and rejection of Bids or Proposals, in whole or in part, whether rejected for being non-responsive or not responsible.

6-25-2 **Policy.** Solicitations should only be issued when there is a valid procurement need. Solicitations should not be issued to obtain estimates or to "test the water. A solicitation is to be canceled only when there are valid and compelling reasons to believe that the cancellation is in the DuPage Airport Authority's best interest.

6-25-3 **Cancellation or Rejection of All Bids or Proposals Prior to Opening.** Prior to opening of Bids, a solicitation may be canceled, in whole or in part, when the Executive Director determines in writing that such action is in the DuPage Airport Authority's best interest for reasons including but not limited to:

- (a) The DuPage Airport Authority no longer requires the supplies, equipment, materials, or services.
- (b) The DuPage Airport Authority can no longer reasonably expect to fund the procurement.
- (c) Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

- (d) There are insufficient funds to award a contract.
- (e) Any other reason as determined by the Executive Director to be in the best interests of the DuPage Airport Authority.

In the event the Executive Director determines to cancel a solicitation, in whole or in part, the DuPage Airport Authority may choose to re-scope the project and/or resolicit bids, as may be determined in the best interests of the DuPage Airport Authority.

6-25-4 **Notice.** When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited and posted on the DuPage Airport Authority's website. The notice of cancellation shall identify the solicitation, explain the reason for the cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation.

6-25-5 **After Opening.** After opening, but prior to Award, any or all Bids or Proposals may be rejected, in whole or in part, when the Executive Director determines in writing that such action is in the DuPage Airport Authority's best interest for reasons including but not limited to:

- (a) The supplies, equipment, materials, or services being procured are no longer needed.
- (b) Ambiguous or otherwise inadequate Specifications were part of the solicitation.
- (c) The solicitation did not provide for consideration of all factors of significance to the DuPage Airport Authority.
- (d) Prices exceeded funds available and it would not be appropriate to adjust quantities or qualities to come within available funds.
- (e) All otherwise acceptable Bids or Proposals received are at clearly unreasonable prices or terms.
- (f) There is reason to believe that the Bids or Proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.
- (g) The bidder or party submitting the Proposal has failed to comply with the Political Contribution Disclosure requirements of this Code.

- (h) There are insufficient funds to award a contract.
- (i) Any other reason as determined by the Executive Director to be in the best interests of the DuPage Airport Authority.

In the event the Executive Director determines to cancel a solicitation, in whole or in part, the DuPage Airport Authority may choose to re-scope the project and/or re-solicit Bids, as may be determined in the best interests of the DuPage Airport Authority.

6-25-6 **Documentation.** The reasons for cancellation or rejection shall be made a part of the procurement files and shall be available for public inspection.

6-25-7 **Disposition of Documents.** When Bids or Proposals are rejected or a solicitation canceled after Bids or Proposals are received, the Bids or Proposals which have been opened shall be retained in the procurement files or, if unopened, returned to the bidders or offerors upon request or otherwise disposed of.

6-26 **RESPONSIBILITY OF BIDDERS OR OFFERORS.**

6-26-1 **Application.** A determination of responsibility or irresponsibility shall be governed by this Section.

6-26-2 **Standards of Responsibility.** Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective contractor or vendor has:

- (a) Available the appropriate financial, material, equipment, facility and personnel resources and expertise or the ability to obtain them necessary to indicate capability to meet all contractual requirements.

- (b) A satisfactory record of past performance, including conduct and cooperation.

- (c) A satisfactory record of integrity.

6-26-3 **Information Pertaining to Responsibility.** The prospective contractor shall supply information requested by the Executive Director concerning the responsibility of such contractor. If the contractor fails to supply the requested information, the Executive

Director shall base the determination of responsibility upon any available information or may find the prospective contractor to be not responsible if such failure is unreasonable.

6-26-4 **Ability to Meet Standards.** The prospective contractor or vendor may demonstrate the availability of necessary financing, equipment, facilities, expertise, and personnel by submitting upon request:

(a) Evidence that such contractor or vendor possesses such necessary items.

(b) Acceptable plans to subcontract for such necessary items.

(c) A documented commitment from, or explicit arrangement with, a satisfactory source to provide the necessary items.

6-26-5 **Written Determination of Responsibility Required.** If a bidder or offeror who otherwise would have been awarded a Contract is found not responsible, a written determination of no responsibility setting forth the basis of the finding shall be prepared by the Executive Director. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the procurement files.

6-26-6 **Pre-Qualification.** DuPage Airport Authority construction projects in excess of \$9,999.99 may require that the prospective contractor to be pre-qualified. On such construction projects, prospective contractors may be asked to submit a financial statement in accordance with the general provisions of the construction projects documents. All prospective contractors shall fill out and return a pre-qualification questionnaire. Pre-qualification may be required for other Authority Contracts and shall be determined on an individual basis by the Executive Director.

6-27 **PROTEST.**

6-27-1 **Protested Solicitations.** Any actual or qualified prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or Award of a Contract may protest in writing to the Executive Director. Protests may be submitted anytime prior to Award; however, a Protest of an Award must be submitted in writing to the Executive Director within three (3) business days after the DuPage Airport Authority announces its intention to make the Award.

6-27-2 **Subject of Protest.** Protesters may file protest on any phase of solicitation, Bid, Proposal, or Award, including, but not limited to, procedure, specification, Award or disclosure of information marked confidential in the Bid or offer.

6-27-3 **Form.** The written Protest shall include, as a minimum, the following:

(a) The name and address of the protester.

(b) Appropriate identification of the procurement.

(c) A statement of the reasons for the Protest.

(d) Any available exhibit, evidence or documents substantiating the Protest.

6-27-4 **Decision.** The Executive Director shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

6-27-5 **Appeals.** A written appeal of the decision issued by the Executive Director must be received by the Authority within three (3) business days after the protestor's receipt of the decision. The Executive Director prior to making the final decision may elect to:

(a) Render an immediate decision in the matter;

(b) Request additional documentation or meetings with parties involved;

(c) Select a panel of two (2) or more Authority employees who are not involved with the protested requirement to jointly conduct a hearing with individuals on either side of the issue; or

(d) Utilize any other method deemed appropriate to bring the matter to timely resolution.

However, the decision, once issued, shall be final and will complete the administrative procedure. The Executive Director shall issue the final decision within seven (7) calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

6-27-6 **Stay of Procurement During Protest.** In the event of a protest in accordance with this Section, the Executive Director shall not proceed

further with solicitation or Award of Contract until administrative remedies have been exhausted or until a written determination is made that Award of a Contract without delay is necessary to protect substantial interests of the DuPage Airport Authority.

6-28 **SUSPENSION OR DEBARMENT.** The Executive Director may suspend or debar any vendors or contractors for the following:

- (a) Default on awarded Contract. (Debarment)
- (b) Routinely performing unsatisfactory work. (Suspension or Debarment)
- (c) Violation of Contract terms and conditions without cure or remedy. (Suspension or Debarment depending on severity)
- (d) Have pending litigation against the Authority. (May only be suspended pending results of litigation)
- (e) Default on the payment of any taxes, license fees or other monies due the DuPage Airport Authority. (Suspension)
- (f) Conviction for fraud or criminal acts while performing as a contractor on any Contracts, even those not associated or written by the Authority. (Debarment)
- (g) If documentation substantiates a consistent past performance record of habitual or continuous unsatisfactory performance, safety violations, repeated violations of Contract provisions or delinquent performance by a contractor. (Suspension)
- (h) Failure to comply with the Political Contribution Disclosure requirements of this Chapter. (Suspension or Debarment)
- (i) Violation of the DuPage Airport Authority's Ethics Ordinance. (Suspension or Debarment)¹

The Executive Director may debar vendors from bidding on, or performing as a subcontractor on, any DuPage Airport Authority Contracts for a minimum period of one (1) year up to a maximum of two (2) years. Vendors may be suspended from doing any business with the Authority for a minimum period of three (3) months up to a maximum period of twelve (12) months. However, if a vendor under

¹ The Ethics Ordinance is incorporated into this Policy by reference.

suspension fails to correct or cure the deficiency for which they have been suspended during the suspension period, the Executive Director may convert the suspension into a debarment. Prior to formally suspending or debarring any vendor, the Executive Director shall review and investigate all reasons and evidence supporting such a decision and shall inform the suspended or debarred vendor in writing of such decision.

The suspended or debarred vendor may, at the conclusion of the suspension or debarment period, submit a formal request to be removed from such status. Upon receipt of this request, the Executive Director will be required to investigate current and past performance since the suspension or debarment by the suspended contractor to determine responsibility.

6-29 SPECIFICATIONS.

- 6-29-1 **General Purpose and Policy.** The purpose of a specification is to serve as a basis for obtaining a supply item or service adequate and suitable for the DuPage Airport Authority's needs in a cost-effective manner taking into account, to the extent practicable, the costs of ownership and operation as well as initial acquisition costs. It is the policy of the DuPage Airport Authority that Specifications permit maximum practicable competition consistent with this purpose.
- 6-29-2 **Use of Functional or Performance Descriptions.** Specifications shall, to the extent practicable, emphasize functional or performance criteria while limiting design or other detailed physical descriptions to those necessary to meet the need of the DuPage Airport Authority.
- 6-29-3 **Preference for Commercially-Available Products.** To the extent practicable, preference shall be given to the procurement of standard commercial products. In developing Specifications, accepted commercial standards should be used and unique requirements should be avoided.
- 6-29-4 **Brand Name or Equal Specifications - Conditions for Use.** Brand Name or Equal Specifications may be prepared when it is in the best interest of the DuPage Airport Authority and when the item to be procured is best described by the use of such a specification. Brand Name or Equal Specifications shall seek to designate as many different brands as are practicable as "or equal" references and shall further state those substantially equivalent products which will be considered for Award.

- 6-29-5 **Brand Name Specifications - Conditions for Use.** Since use of a Brand Name Specification is restrictive, it may be used only when the brand name or items will satisfy the DuPage Airport Authority needs or the item is to be used for resale purposes. The Airport Authority shall seek to identify sources from which the designated brand name or item can be obtained and shall solicit such sources to achieve whatever degree of competition is practicable. If only one source can supply the requirement, the procurement shall be made under provisions herein.
- 6-29-6 **Qualified Products List - Conditions for Use.** A Qualified Products List may be developed when testing or examination of the materials or equipment is required prior to the issuance of the solicitation.
- 6-29-7 **Specifications Prepared by Other Than Authority Staff.** All Specifications prepared by other than DuPage Airport Authority Staff, including consultants, architects, engineers, and designers, shall not be restrictive but shall, to the extent practicable, allow for maximum competition.

6-30 **BONDS, INSURANCE & CONTRACTS.**

- 6-30-1 **Bid Security - General.** Invitations for Bids for construction, labor, and public improvement Contracts in excess of \$9,999 shall require the submission of Bid security in an amount equal to at least five percent (5%) of the Bid, at the time the Bid is submitted. The Executive Director may set Bid security requirements, in an amount of not more than five percent (5%) of the Contract amount, for other types and dollar amounts of Contracts if deemed necessary. The Executive Director may determine it necessary to require Bid security on projects less than \$10,000. If a bidder fails to accompany the Bid with the required Bid security, the Bid shall be rejected as not responsive.
- 6-30-2 **Acceptable Bid Security.** Acceptable Bid security shall be limited to:
- (a) A one-time Bid Bond underwritten by a company licensed to issue bonds in the State of Illinois.
 - (b) A bank cashier's check made payable to the DuPage Airport Authority.
 - (c) A bank certified check made payable to the DuPage Airport Authority.

- (d) An irrevocable letter of credit in a form acceptable to the Authority.

The Bid security is submitted as a guarantee that the Bid will be maintained in full force and effect for a period of not less than sixty (60) days after opening of the Bids or as specified in the Invitation for Bids.

- 6-30-3 **Contract Bonds.** For Contracts in excess of \$9,999.99, a separate Performance Bond, Labor and Materials Payment Bond and Maintenance Bond may be required for all construction, labor, and public improvement Contracts each in the amount of one hundred percent (100%) of the Contract price. The Contractor shall deliver these bond(s) to the DuPage Airport Authority within ten (10) calendar days after receipt of the Notice of Award, or at the same time the Contract is executed. If the contractor fails to deliver the required Bond(s), the contractor's Bid or Contract may be rejected or terminated for default. The Bond(s) must be submitted on Bond form(s) prepared and approved by the DuPage Airport Authority's attorney and executed by a surety company authorized to do business in the State of Illinois. Performance, Payments and Material and Maintenance Bonds may be required on Contracts less than \$10,000 if the Executive Director determines it to be in the Best Interest of the Authority.

- 6-30-4 **Legal Review of Bonds/Insurance Certificates.** All Bonds shall be on Bond Forms prepared and approved by the DuPage Airport Authority Attorney, including bonds required on solicitations and Contracts less than \$10,000. All Contract Bonds or other sureties shall be reviewed with the Contract for legal sufficiency. Deletions or additions to the Bond terms by contractors or sureties shall not be permitted.

- 6-30-5 **Insurance Requirements.** The Executive Director may require such insurance as the Executive Director may deem necessary for the protection of the DuPage Airport Authority, or as may be required by the DuPage Airport Authority's Rules and/or Regulations. When a Contract requires Contractor insurance, the insurance certificates shall be provided with the Contract, including all exceptions and riders attached to the certificate, and shall be reviewed for legal sufficiency by the DuPage Airport Authority attorney. All Authority Contracts shall include a requirement for the provision of Worker's Compensation insurance. All Contractors shall carry Worker's Compensation insurance. At a minimum, this insurance coverage shall be in the statutory amount. Independent Contractors shall carry Worker's Compensation insurance to cover themselves and any employees or agents working, or who may work, under the Authority

Contract. Workers and contractors who are not protected by Worker's Compensation insurance shall not participate in a DuPage Airport Authority Contract.

- 6-30-6 **Additional Bonding.** If at any time during the continuance of a Contract a surety on the Contractor's bond or bonds becomes irresponsible, the DuPage Airport Authority shall have the right to require additional and sufficient sureties which the contractor shall furnish within ten (10) calendar days after written notice to do so. Such surety bond shall cover the entire Contract amount, regardless of changes in total Contract amount.
- 6-30-7 **Exceptions.** If it is deemed by the Executive Director to be in the DuPage Airport Authority best interest, the Executive Director may waive or reduce the dollar amounts of any bonds or insurance, except Worker's Compensation Insurance, if the actual Contract price is less than \$10,000. However, in the event that the price or any construction, labor, or public improvement Contract for which the Executive Director has reduced or waived bonds should reach a value of \$9,999.99 or more, through change orders or otherwise, then the contractor may be required to provide separate bonds, each in the amount of one hundred percent (100%) of the new Contract price, and additional insurance as determined by the Executive Director.
- 6-30-8 **Execution of Contracts.** All DuPage Airport Authority Contracts shall be procured in accordance with all applicable DuPage Airport Authority rules, ordinances, guidelines and state and federal laws. No DuPage Airport Authority Contract shall be approved or executed unless and until sufficient funds have been appropriated by the DuPage Airport Authority budget and are available for the Contract. All Contracts shall be written on DuPage Airport Authority's Contract forms (not other company's Contracts) and shall include provisions for termination in the event of non-appropriation of funds. The DuPage Airport Authority shall maintain the original of all Contracts.
- 6-30-9 **Legal Review of Contracts.** All DuPage Airport Authority Contracts in excess of \$9,999.99, and any other Contracts determined necessary by the Executive Director, shall be reviewed as to legal form by the DuPage Airport Authority's attorney, except as may otherwise be provided in these rules or by direction of the DuPage Airport Authority Board of Commissioners. DuPage Airport Authority Contracts shall utilize only those Contract terms and standard forms, including Purchase Orders, which have been approved for use by the Executive Director and/or the DuPage Airport Authority's attorney.

- 6-30-10 **Legal Notice to Bidders - Required Contract Provisions.** All Authority Contracts, regardless of dollar value, shall contain the DuPage Airport Authority appropriation of funds clause and shall contain a clause designating the law governing the Contract to be Illinois law and that the venue and court jurisdiction for all legal actions shall be the Eighteenth Judicial Circuit Court, DuPage County, Illinois, unless otherwise specifically required by federal or state law.

CHAPTER 7 ETHICS

Sec. 7-1 PURPOSE AND SHORT TITLE.

7-1-1 **Purpose.** It is the goal of the DuPage Airport Authority (hereinafter the "Authority") and the Board of Commissioners ("Board") to provide for fair, efficient, and honest government and to ensure the integrity and objectivity of Authority officers and employees. The purpose of this Chapter is to provide a framework for ethical activities for Authority officers and employees to follow while conducting the business of government and to provide a roadmap for other public officers and entities, including countywide officers, other units of local government, and their employees to follow in their efforts on behalf of the community they serve. No one policy can comprehensively encompass all aspects of appropriate business behavior. The fundamental principle underlying all policies is that all activities of public officials and employees must meet appropriate ethical and legal standards.

7-1-2 **Short Title.** This Chapter may be cited as the "DuPage Airport Authority Ethics Ordinance of 2013"

7-2 APPLICATION AND ADOPTION BY GOVERNMENTAL ENTITIES.

7-2-1 **Application of Ordinance.** This ordinance applies to the following entities and persons upon its effective date:

- (a) The Board.
- (b) All governmental boards, commissions, committees or other entities created by the Board.
- (c) All governmental boards, commissions, committees or other entities for which the Board may by law define powers and duties, or to which ordinances adopted by the Board are generally applicable.
- (d) Any governmental entity which has adopted this ordinance and any of that entity's subordinate bodies.

(e) All officers and employees of any of the Authority.

7-2-2 **Shared Enforcement Agreements.** The Board may enter into an agreement with any governmental entity that has adopted this ordinance, or an ordinance or policy substantially similar to it, when the Board desires that the County's ethics officers shall also serve as its ethics officers.

7-3 **DEFINITIONS.**

7-3-1 **Definitions.** For purposes of this Chapter, the following terms are defined as follows:

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

Board: The Board of Commissioners of the DuPage Airport Authority.

Business entity: The actual organization or individual to which a governmental entity subject to this ordinance has awarded a contract or to which such contract is to be awarded and includes any of the business's principals, family members of the business's principals, and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

Campaign for elective office: Any activity in furtherance of an effort to influence the selection, nomination, election or appointment of any individual to any federal, state or local public office or office in a political organization, or the selection, nomination, or election of presidential or vice-presidential electors, but does not include activities (1) relating to the support or opposition of any executive, legislative or administrative action, (2) relating to collective bargaining, or (3) that are otherwise in furtherance of a person's official duties.

Candidate: An individual who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in Section 1-3 of the Election Code (10 ILCS 5/1-3).

Collective bargaining: The same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

Compensated time: With respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this ordinance, does not include any designated

holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to an employee whose hours are not fixed, "compensated time" includes any period of time when such person is executing his or her official duties, regardless of location.

Compensatory time off: Authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of minimum work time required of that employee as a condition of his or her employment.

Contractor or vendor: Owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters' counsel, subcontractors and corporate entities under the control of the contracting entity, and political action committees to which the contracting person has made contributions.

Contribution: has the same meaning as the term is defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

Commission: The ethics commission created pursuant to this ordinance.

Countywide officials: The auditor, clerk, clerk of the circuit court, coroner, recorder of deeds, regional superintendent of education, sheriff, state's attorney, and treasurer.

Ethics officers: The members of the commission, the ethics adviser, the investigator general and his or her assistants, collectively.

Employee: Any person, other than an officer, employed by a governmental entity subject to this ordinance on a full time, part time, temporary, or contractual basis, but does not include an independent contractor. "Employee" includes current employees and any person who was employed at the time of the conduct which is the subject of any complaint filed with the commission in conformance with the provisions of this ordinance.

Family member: Those individuals related to a person subject to this ordinance as father, mother, son, daughter, brother, sister, uncle, aunt, spouse, including a party to a civil union, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister.

Gift: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink and honoraria for speaking engagements related to or attributable to government employment or the official position of any officer or employee subject to this ordinance.

Governmental entity: Any legislative, executive, administrative, judicial, or advisory bodies of the State, state universities and colleges, counties, countywide officials, townships, cities, villages, incorporated towns, school districts and all other municipal corporations, boards, bureaus, committees, or commissions of this State or another, any subsidiary bodies of any of the foregoing including but not limited to committees and subcommittees thereof.

Intra-governmental gift: Any gift given to a person by an officer or employee of the same governmental entity.

Inter-governmental gift: Any gift given to a person by an officer or employee of another governmental entity.

Market value: The price that a gift would bring for tangible or intangible assets of like type, quality and quantity in the local market at the time of acquisition.

Officer: A person elected or appointed to the principal executive office of a governmental entity subject to this ordinance or as a member of any administrative or legislative body thereof, for a term as defined by law. Officers include, but are not limited to, the chairman and each member of the Board, elected countywide officers subject to this ordinance, and members of all boards, commissions or committees subject to this ordinance.

Person or Person subject to this ordinance: Any officer or employee of a governmental entity subject to this ordinance.

Political: Any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (1) relating to the support or opposition of any executive, legislative or administrative action or (2) relating to collective bargaining, or (3) that are otherwise in furtherance of the person's official duties.

Political organization: A party, committee, association, fund or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

Principals of a business: An officer of a business entity, and any person with a 7 1/2% or greater ownership interest.

Prohibited source: Any person or entity who (1) is seeking official action by an officer; or in the case of an employee, by the employee, or by an officer or another employee directing that employee; (2) does business or seeks to do business with the governmental entity subject

to this ordinance or in the case of an employee, by the employee or by the officer, or another employee directing the employee; (3) conducts activities regulated by the officer or in the case of an employee, by the employee or by the officer, or another employee directing the employee; (4) has interests that may be substantially affected by the performance or non-performance of the official duties of the person subject to this ordinance; (5) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or ordinance pertaining to the registration of lobbyists enacted by the governmental entity , except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors; or (6) is an agent, or family member who is living with a "prohibited source."

Ultimate jurisdictional authority:

- (1) In the case of an employee, the head of any department to which the employee reports;
- (2) In the case of the head of a department, the highest-ranking employee of the governmental entity or that person's designee;
- (3) In the case of the highest-ranking employee of a governmental entity, the presiding officer of the entity's corporate authorities or the officer authorized by law to control the entity's internal operations; and
- (4) For the presiding officer of a governmental entity's corporate authorities or any member of such entity's corporate authorities, the remaining members of such corporate authorities.

7-4 **EMPLOYEE RESPONSIBILITIES.**

7-4-1 **Employee Cooperation.** All persons subject to this ordinance shall be obligated to cooperate during the course of an investigation and to comply with requests for information from the investigator general and the commission. Subject to constitutional or statutory limitations, the failure or refusal of any person to comply with reasonable requests for information shall constitute a violation of this ordinance and may be considered by the ultimate jurisdictional authority as grounds for discipline consistent with the enforcement provisions of this ordinance.

7-4-2 **Whistleblower Protection.**

- (a) Whenever any person subject to this ordinance reasonably believes evidence exists that another employee has perpetrated gross mismanagement, gross misuse or waste of public resources or

funds, abuse of authority in connection with the administration of a public program or execution of a public contract, a violation of a federal, state, or local law, rule or regulation which is not merely of a technical or minimal nature, or a substantial and specific danger to the public health and safety exists, such person shall bring this evidence to the immediate attention of the Authority's Executive Director or any member of the Board, the state's attorney, the Authority's attorney, the auditor, the employee's department head, or human resources director. In the event that one of the above named officials or employees is not available, the person shall submit this evidence to the duly authorized designee acting in the stead of the absent official or employee. In the case of an employee of a governmental entity subject to this ordinance other than the County, he or she may also bring such evidence to the attention of the entity's chief executive officer, corporate authorities or governing board, or legal counsel.

- (b) Any person who reports a violation or concern, in good faith, shall not be subjected to retaliation, harassment, abuse, threats, and discrimination or any adverse employment consequences as a result of coming forward.
- (c) Any person who reports a violation or concern in good faith, on behalf of another person, shall not be subjected to retaliation, harassment, abuse, threats, and discrimination or any adverse employment consequences as a result of coming forward.
- (d) This Section shall not apply to any person who makes a report known to that person to be false on his or her own behalf or on behalf of another.
- (e) The commission shall develop formal procedures and forms for reporting complaints of improper or unethical behavior and shall make information available on the county's intranet.

7-4-3 **Training.** All persons subject to this ordinance, within six (6) months after adoption of this ordinance and at least annually thereafter, must complete an ethics training program approved by the commission. A new employee must complete his or her initial ethics training during orientation within the first month of employment or as soon thereafter as such training is available within the first six (6) months of employment. Officers shall attend a training program within six (6) months of being elected or appointed (or as soon thereafter as an ethics training is available) and at least annually thereafter, an ethics training program approved by the commission in conjunction with the ethics adviser. The ethics adviser shall assist human resources personnel in maintaining records related to each person's completion of such training programs.

7-5 **MISCELLANEOUS PROVISIONS.**

7-5-1 **Severability.**

- (a) The provisions of this ordinance are severable.
- (b) If any court of competent jurisdiction shall adjudge any provision, or part thereof, of this ordinance to be invalid, such judgment shall not affect any other provision, or part thereof, of this ordinance which are not declared to be invalid in said judgment.
- (c) If any court of competent jurisdiction shall adjudge invalid the application of any provision, or part thereof, of this ordinance to a particular person, such judgment shall not affect the application of said provision, or part thereof, to any other person not specifically included in said judgment.

7-5-2 **Transition.**

- (a) Members of the DuPage County ethics commission appointed pursuant to OFI-003C-04 shall continue as members of the commission for the duration of the terms to which they were appointed.
- (b) The ethics officer of DuPage County appointed pursuant to OFI-003C-04 shall serve as the ethics adviser for the duration of the term to which he or she was appointed.
- (c) The investigator general of DuPage County appointed pursuant to OFI-003C-04 shall serve as the investigator general for the duration of the term to which he or she was appointed.

7-5-3 **Application of the Freedom of Information and Open Meetings Acts.**

- (a) Documents generated by the investigator general under this ordinance are exempt as allowed by law from the provisions of the Freedom of Information Act.
- (b) Any allegations and related pleadings submitted to the commission are exempt from the Freedom of Information Act so long as the commission does not make a finding of a violation of this ordinance.
- (c) If the commission finds that a violation has occurred, the entire record of proceedings before the commission, the decision and recommendations and the mandatory report are not exempt from the provisions of the Freedom of Information Act, but information contained therein that is otherwise exempt from the Freedom of

Information Act must be redacted before disclosure as provided in Section 8 of the Freedom of Information Act.

- (d) The commission may close portions of its meetings, including hearings under this ordinance in the manner authorized by the Open Meetings Act.

7-5-4 **Notices.**

- (a) Whenever any provision of this ordinance requires an ethics officer to provide written notice to any individual or entity, such officer shall provide such notice through the use of certified mail, return receipt requested, unless, except in the case of a complainant or respondent as set forth in Part 4, the ethics officer and the individual or entity to whom such officer is to provide notice agree in writing to accept such correspondence in any other written form, including electronic mail, provided that such officer retains a physical copy of all such correspondence.

- (b) Failure of an ethics officer to provide notice to any individual or entity other than a respondent in the manner required by paragraph (a) shall not invalidate any action taken by such officer or the commission.

7-5-5 **Effective Date.** This ordinance becomes effective on January 1, 2013.

7-6 **ETHICS OFFICERS.**

7-6-1 **Indemnification of Ethics Officers.** The ethics officers shall be entitled to all immunities and defenses available to employees and officers of a local public entity, including those immunities and defenses granted by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et. seq.*), for any claims, lawsuits or actions brought against them for injuries arising out of the performance of their duties under this ordinance or state law. Additionally, such persons shall be entitled to the indemnification provided pursuant to the provisions of the ordinance to Indemnify County Officers and Employees (OFI-008A-99), enacted on September 14, 1999 and as may be subsequently revised.

7-6-2 **Compensation of Ethics Officers.** The chairman of the ethics commission, the investigator general and his or her assistants, and the ethics adviser shall be compensated at the rate of \$185 per hour for all time spent in the furtherance of his or her official duties and shall be reimbursed for reasonable expenses incurred in the performance of such duties.

The members of the commission shall be compensated at a per diem rate of \$175 for official meetings of the commission.

7-7 ETHICS COMMISSION.

7-7-1 Composition and Organization of the Ethics Commission.

- (a) The commission shall consist of five (5) commissioners appointed by the county board upon the nomination of the chairman of the county board.
- (b) The chairman of the county board shall from time to time designate one commissioner to serve as chairman of the commission.
- (c) All commissioners shall be residents of DuPage County. No commissioner may during his or her term of appointment: (1) become a candidate for any elective public office; or (2) hold any other elected or appointed public office, except for appointment to a governmental advisory board, study commission, or as an ethics official of another governmental entity; provided, however, a commissioner may resign to become a candidate for elective office or to accept an appointment to a public office. No more than three (3) commissioners shall be members of the same political party. Prior to nomination, the chairman of the county board shall obtain a sworn affidavit of party affiliation from each prospective appointee.
- (d) Each commissioner shall serve a term of two (2) years and until their successors are appointed and qualified. Commissioners serving as members of the commission established pursuant to OFI-003C-04 shall continue to serve as ethics commissioners under this ordinance until such time as their terms have expired or their successors are appointed and qualified. Thereafter, the chairman shall nominate commissioners for appointment to two (2) year terms, or in the case of an unexpired term, to the remainder of the term.
- (e) The commission shall hold an organizational meeting within thirty (30) days of its appointment and thereafter as often as necessary to perform its duties and shall meet at least annually on the anniversary of its first meeting. The commission shall meet upon the call of its chairman, any two (2) commissioners, or the chairman of the county board.
- (f) Action at a hearing by the commission shall require the affirmative vote of four (4) commissioners. Action of any other meeting by the commission shall require the affirmative vote of three (3) commissioners.

- (g) The chairman of the county board may remove a commissioner with the advice and consent of the county board, with or without cause, by notice to the chairman of the commission and the commissioner by certified mail, return receipt requested.

7-7-2

Powers and Duties of the Ethics Commission. The commission shall have the following powers and duties:

- (a) To exercise jurisdiction over all persons subject to this ordinance.
- (b) To promulgate procedures and rules in addition to those contained in this ordinance governing the performance of its duties and the exercise of its powers and those of the investigator general.
- (c) To act only upon the receipt of a report or petition from the investigator general and not on its own prerogative.
- (d) To consider an investigator general's petition to proceed to a hearing on a formal complaint and to consider any written argument of the respondent which is filed within thirty (30) days of respondent's receipt of the petition of the investigator general.
- (e) To receive, review and rule on the record of the investigator general and respondent's submission. The commission shall either concur in the investigator general's recommendation to issue a formal complaint or reject the recommendation of the investigator general and dispose of the original complaint.
- (f) To refer to the investigator general for investigation any allegations of violations of this ordinance received by the commission.
- (g) To the extent authorized by this ordinance and in accordance with law to deliberate, issue recommendations for disciplinary actions, impose fines and/or penalties, if appropriate, and refer to the appropriate authority violations of law outside the purview of this ordinance.
- (h) To conduct a fair administrative hearing, receive evidence, under oath, in support of the complaint and from the subject of the complaint in defense of the allegations in the complaint. The commission may compel attendance of witnesses and the production of materials relevant to matters to be heard and, if necessary, petition the Circuit Court of DuPage County for an order that a party comply with the commission's requests. The commission shall employ a court reporter, the reasonable cost of which shall be paid by DuPage County after submission and approval of an invoice.

- (i) To prepare, file and serve a written report to include findings of fact and a decision regarding a complaint, assessment of fines, penalties and recommendation for disposition by the ultimate jurisdictional authority.
- (j) To exercise its powers and duties strictly limited to matters clearly within the purview of this ordinance.
- (k) To seek and receive legal advice from the state's attorney who shall provide legal advice without charge to the commission.
- (l) To employ necessary staff persons and contract for services that cannot be satisfactorily performed by the county employees; provided, however, that the costs thereof shall be paid by the county pursuant to approved budget, or if there is no budget, to a maximum of \$5,000 without specific authorization of the ultimate jurisdictional authority.

7-8 ETHICS ADVISER.

7-8-1 Appointment and Qualifications of the Ethics Adviser.

- (a) An ethics adviser shall be appointed by the county board upon the nomination of the chairman of the county board for a term of two (2) years and until his or her successor is appointed and qualified.
- (b) The chairman of the county board may remove the ethics adviser with the advice and consent of the county board, with or without cause, by notice to chairman of the commission and the the ethics adviser, by certified mail, return receipt requested.
- (c) The ethics adviser shall not (1) become a candidate for any elective office; or (2) hold any other elected or appointed public office except for appointment to a governmental advisory board, study commission, or as an ethics official of another governmental entity; provided, however, the ethics adviser may resign to become a candidate for elective office or to accept an appointment to a public office.
- (d) If the ethics adviser is a county employee, the county board shall determine the rate at which he or she is compensated in lieu of the provisions of this ordinance.

7-8-2 Duties of the Ethics Adviser.

The ethics adviser shall:

- (a) Provide guidance to any person subject to this ordinance in the interpretation and implementation of this ordinance, upon a written inquiry, with a written response;
- (b) Review statements of economic interest and disclosure forms of any person subject to this ordinance;
- (c) Assist in the preparation and publication of manuals and guides explaining the duties of individuals covered by this ordinance;
- (d) Assist in the preparation of public information materials to facilitate compliance, implementation, and enforcement of this ordinance;
- (e) Assist in maintaining accurate records of attendance of persons at training seminars and appropriate distribution of compliance materials; and
- (f) Provide such guidance and assistance as set forth in this Chapter to all persons subject to the ordinance.

7-9 INVESTIGATOR GENERAL.

7-9-1 Appointment and Qualifications of the Investigator General.

- (a) The county board shall appoint an investigator general upon the nomination of the chairman of the county board for a period of four (4) years and until his or her successor is appointed and qualified. A person serving as investigator general under OFI-003C-04 on the effective date of this ordinance shall serve as investigator general for the duration of such person's term and until his or her successor is appointed and qualified.
- (b) The investigator general shall not be an employee of any governmental entity.
- (c) The investigator general shall be an attorney licensed to practice law in the State of Illinois.
- (d) During the time in which the investigator general holds office, he or she shall not (1) become a candidate for any elective office, or (2) hold any other elected or appointed public office except for appointment to an uncompensated advisory board or study commission or as an ethics official to another governmental entity; provided, however, the investigator general may resign to become a candidate for elective office or to accept an appointment to a public office.
- (e) The chairman of the county board may remove an investigator general with the advice and consent of the county board, with or

without cause, by notice to the chairman of the commission and the investigator general, by certified mail, return receipt requested.

7-9-2 **Powers and Duties of the Investigator General.** The investigator general shall:

- (a) Provide guidance to the commission and assist it in the discharge of its duties;
- (b) Provide fair notice to each person alleged to have violated this ordinance in accordance with the procedures set forth in this ordinance;
- (c) Receive complaints, and conduct investigations in accordance with the procedures set forth in this ordinance;
- (d) Provide a status report to the commission within thirty (30) days after receipt of a complaint, and every thirty (30) days thereafter until the investigation is closed and the cause concluded;
- (e) In the course of the preliminary investigation, compel testimony under oath and the production of any material from any person or source relevant to the preliminary investigation, and, if necessary, petition the Circuit Court of DuPage County for the issuance of a court order compelling compliance;
- (f) Give written notice to a person providing information under this Section of his or her right to:
 - (1) refuse to provide self-incriminating testimony;
 - (2) retain an attorney at his or her sole option and expense;
 - (3) have such an attorney or, if required by any collective bargaining agreement, a union representative present during any interview; and
 - (4) when the person being interviewed is the subject of the investigation, be informed in writing of the nature of the investigation.
- (g) Present evidence of alleged violations of this ordinance to the commission;
- (h) Compile and refer to the chairman of the commission and to the chairman of the county board, an annual statistical report for each year consisting of:
 - (i) the number of complaints filed,

- (ii) the number of complaints he or she deemed to have sufficiently alleged a violation of this ordinance,
- (iii) the number of complaints resolved,
- (iv) the decision issued for each complaint resolved, and
- (v) the status of any pending complaints.

7-9-3 **Assistant Investigators General.** The county board may, in its discretion, appoint such assistant investigators general as the chairman of the county board may nominate to assist the investigator general in the performance of his or her duties under this ordinance for a term of two (2) years. Such assistant investigators general shall possess the same qualifications of the investigator general and be vested with all of the powers and duties of the investigator general under this ordinance subject to the control and direction of the investigator general, provided that in the event a conflict exists between the investigator general and a matter to be investigated, the chairman of the commission shall authorize an assistant investigator general to perform his or her duties absent the control and direction of the investigator general.

7-10 **GIFT BAN.**

7-10-1 **Gift Ban.** No person subject to this ordinance, or family member living with such person (collectively hereinafter referred to as "recipients") shall intentionally solicit or accept any gift from any prohibited source or in violation of any ordinance, federal or state statute, rule or regulation. No prohibited source shall intentionally offer or make a gift that violates this Section.

A recipient does not violate this Section if the recipient promptly takes reasonable action to return the prohibited gift to its source.

A recipient does not violate this Section if the recipient gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 as now or hereafter amended, renumbered or succeeded.

7-10-2 **Exceptions.** The restrictions set forth in this Section 7-10 of this ordinance shall not apply to the exceptions set forth in this Subsection 7-10-2, each of which is mutually exclusive and independent of one another. The exceptions set forth in this subsection 7-10-2 shall be construed in the same manner as those applicable to state officers and employees as set forth in the State Officials and Employees Ethics Act in effect now and as may be subsequently amended.

- (a) Opportunities, benefits and services which are available on the same conditions as for the general public.
- (b) Anything for which the recipient pays the fair cash market value.
- (c) Any (1) contribution that is lawfully made under the Election Code or under this ordinance or (2) activities associated with a fund-raising event in support of a political organization or candidate.
- (d) Educational materials and missions.
- (e) Travel expenses related to meetings to discuss official governmental business.
- (f) A gift from a relative, meaning (for the purposes of the gift ban provisions of this ordinance only) those people related to the recipient as a family member, fiancé or fiancée, or a half-brother, half-sister, or the father, mother, grandfather, or grandmother of the recipient's spouse , fiancé or fiancée.
- (g) Anything provided to a recipient on the basis of a personal friendship, unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient and not because of the personal friendship. In determining whether a gift is provided on the basis of a personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (1) the history of the relationship between the individual giving the gift and the recipient, including any previous exchange of gifts between those individuals; (2) whether to the actual knowledge of the recipient, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (3) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other recipients.
- (h) Food or refreshments not exceeding the amount permitted under Section 10-15 of the State Officials and Employees Ethics Act applicable to state officers and employees on a single calendar day; provided that the food or refreshments are (1) consumed on the premises from which they were purchased or prepared or (2) catered. For the purpose of this section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
- (i) Food, refreshments, lodging, transportation and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the recipients) of the recipients if the benefits have not been offered or

enhanced because of the official position or employment of the recipient and are customarily provided to others in similar circumstances.

- (j) Intra-governmental and inter-governmental gifts.
- (k) Bequests, inheritances and other transfers at death.
- (l) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than the amount permitted under Section 10-15 of the State Officials and Employees Ethics Act applicable to state officers and employees.

7-11 CAMPAIGN CONTRIBUTIONS.

7-11-1 Campaign Contribution restrictions.

- (a) All officers and candidates for public office that are subject to this ordinance shall comply with Section 9-8.5 of the Election Code and its limitations on political committee campaign contributions, and any subsequent revisions thereto as adopted by the General Assembly. Persons found to be in violation of the campaign contribution limitations set forth in the Election Code are subject to any fine, penalty or sanction as provided by statute or determined by the State Board of Elections.
- (b) No person subject to this ordinance shall intentionally solicit, accept, offer, or make on public property any campaign contribution, except as provided herein. "Public property" means any building or portion thereof owned or exclusively leased by a governmental entity at the time the contribution is solicited, offered, accepted, or made. "Public property" does not however, include any portion of a building that is rented or leased from the governmental entity by a private person or entity.
- (c) All persons seeking to do business with DuPage Airport Authority shall comply with the requirements of DuPage Airport Authority's Procurement Policy, including the Political Contribution Disclosure requirements therein. See Chapter 6 of the DuPage Airport Authority Code.

7-12 PROHIBITED POLITICAL ACTIVITY.

7-12-1 Prohibited Political Activity Defined.

Prohibited political activity means:

- (a) preparing for, organizing or participating in any political meeting, political rally, political demonstration, or other political event;

soliciting contributions, including but not limited to the purchase of, selling, distributing or receiving payment for tickets for any political fundraiser, political meeting, or other political event;

- (b) soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution;
- (c) planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- (d) surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- (e) assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question;
- (f) soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;
- (g) initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
- (h) making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
- (i) preparing or reviewing responses to candidate questionnaires;
- (j) distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
- (k) campaigning for any elective office or for or against any referendum question;
- (l) managing or working on a campaign for elective office or for or against any referendum question; serving as a delegate, alternate, or proxy to a political party convention; or
- (m) participating in any recount or challenge to the outcome of any election.

7-12-2 **Prohibitions.**

- (a) No employee subject to this ordinance shall intentionally perform any prohibited political activity during any compensated time. Nor shall such person intentionally use any public property or resources in connection with any prohibited political activity for the benefit of any campaign for elective office, any political organization or for or against any referendum question.
- (b) No person subject to this ordinance shall at any time intentionally misappropriate the services of any employee by requiring that employee to perform any prohibited political activity (1) as part of that employee's duties, (2) as a condition of employment, or (3) during any time off that is compensated, including, but not limited to vacation, holidays or personal time off.
- (c) No person subject to this ordinance shall require an employee at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of salary adjustment, bonus, compensatory time off, continued employment or otherwise awarded any additional compensation or employee benefit in consideration of participating in any prohibited political activity.
- (d) No person subject to this ordinance shall award an employee any additional compensation or employee benefit, in the form of salary adjustment, bonus, compensatory time off, continued employment or otherwise awarded any additional compensation or employee benefit in consideration of voluntarily participating in any prohibited political activity.
- (e) No person subject to this ordinance shall deny or deprive an employee of employment or tenure solely because such person is a member or an officer of a political committee, political party, political organization, or political club.
- (f) No person subject to this ordinance shall require an employee to (1) purchase tickets, solicit others to purchase tickets, sell, distribute or receive payment for political tickets for any political fundraiser or campaign fund for a specific candidate for political office or (2) financially contribute to any political organization, political party, political rally, political fundraiser, political meeting or political event.
- (g) No person subject to this ordinance shall intentionally solicit or accept campaign contributions upon the real property of a governmental entity subject to this ordinance. An inadvertent acceptance of a campaign contribution shall not be considered a

violation of this ordinance, if reasonable and timely action is taken to return the contribution to its source.

- (h) Nothing in this section prohibits activities that are otherwise appropriate for an employee to engage in as a part of his or her official employment duties or activities that he or she undertakes on a voluntary basis as permitted by law.

7-13 **CONFLICTS OF INTEREST.**

7-13-1 **Financial Interest Disclosure.**

- (a) All officers subject to this ordinance shall disclose their financial interests and holdings in any business seeking a relationship with the government entity in which the officer holds office where such person has an ownership interest of 7 ½% or greater in the manner required by the Public Officer Prohibited Activities Act, (50 ILCS 105/0.01 *et seq.*).
- (b) An officer making a disclosure as required by paragraph (a) shall:
 - (i) publicly disclose the nature and extent of interest prior to or during deliberations concerning the proposed award of the contract;
 - (ii) withdraw from discussion of the subject matter; and
 - (iii) abstain from any vote on the award of the contract.

7-13-2 **Conflict of Interest.**

- (a) No person, subject to this ordinance and while representing or employed by their governmental entity, shall engage in any act that is in conflict with the performance of such person's official duties. A conflict of interest exists whenever official action could result in a personal advantage or disadvantage to the interested person, including, but not limited to the following:
 - (i) receives or has any financial interests in any purchase, sale or lease to or by the governmental entity where that purchase, sale or lease was obtained with prior knowledge that the business entity intended to take such action;
 - (ii) represents, or whose firm represents, any individual or business entity who would receive direct financial benefit as a result of the official action under consideration;
 - (iii) accepts or seeks any employment, travel, compensation or gift from any person doing business or seeking to do

business with the governmental entity for which person has responsibility;

- (iv) receives or accepts a gift, compensation, or travel that was given for the purpose of obtaining special consideration or to influence official action where a reasonable and prudent person would believe that the purpose was to obtain special consideration or to influence official action; or
 - (v) violates any provision of the Public Officer Prohibited Activities Act. (50 ILCS 105/0.01 *et seq.*)
- (b) Any officer who has a conflict situation should abstain from discussion and shall not vote on any contract with the person or business entity involved in the conflict. If the conflict situation is an action that is prohibited by the Public Officer Prohibited Activities Act, an officer cannot avoid the conflict by abstaining from discussion or vote on the contract.
- (c) Any person who becomes aware that he or she may have a conflict of interest that arises in the course of his or her official duties shall notify, in writing, his or her ultimate jurisdictional authority or the ethics adviser of such conflict. The ethics adviser shall state the disposition of the potential conflict in writing and maintain an official copy of such disposition. No officer shall participate in deliberations where such officer has a conflict of interest as defined by this ordinance and shall not in any way participate in the decision.
- (d) Notwithstanding any other law or ordinance, a person, his or her family members living with that person is ineligible to serve on a board, commission, authority, or task force authorized or created by the governmental entity with respect to which such person serves (1) if that person is entitled to receive more than 7 ½% of the total distributable income under a contract let by such entity other than an employment contract or (2) if that person together with his or her family member living with that person are entitled to receive more than 15% in the aggregate of the total distributable income under a contract let by such entity other than an employment contract; except this provision does not apply to any of the following:
- (i) a person, his or her family member living with that person, who is serving in an elective public office, whether elected or appointed to fill a vacancy; and
 - (ii) a person, his or her family member living with that person, who is serving on an advisory body that makes non-binding

recommendations to an agency of the governmental entity, but does not make binding recommendations or determinations or take any other substantive action.

7-13-3 **Future Employment.**

- (a) No person subject to this ordinance, may accept or discuss an offer of future employment with any individual or business entity doing or seeking to do business with the governmental entity such person serves if either:
 - (i) The person knows or has reason to believe that the offer of employment was intended as compensation or reward or to influence official action pertaining to the business entity; or
 - (ii) The person has decision-making responsibility for a matter and that individual or entity is offering employment to the decision maker unless that person has disclosed in writing to his or her ultimate jurisdictional authority that the employee intends to discuss future employment with this person or business entity. In this case, the person shall be removed from any decision-making relative to this person or business entity. This Section shall apply to persons with approval authority, or input on approval or selection, but shall not include those persons who fill a review or compliance function in the approval/selection process.
- (b) In the situation where an officer is offered future employment by an individual doing business with such officer's governmental entity, the officer shall promptly, disclose to the ethics adviser, in writing, the intention of discussing future employment and such officer shall withdraw from discussion and shall not vote on any contract with the business entity.
- (c) No former employee or officer of the Authority shall, within a period of one year immediately after the termination of their employment, knowingly accept employment or receive compensation or fees for services from any person or entity to lobby any officer or employee of the county, when during the year immediately preceding termination of employment, that employee or officer (i) participated personally and substantially in a regulatory or licensing decision that directly applied to the person or entity, or its parent or subsidiary; or (ii) participated personally and substantially in the award of a contract or issuance of a change order, with a cumulative value of \$25,000 or more to the person or entity, or its parent or subsidiary.

7-13-4 **Former Employment Relationships.** No employee, within one (1) year of entering employment with a governmental entity subject to this ordinance, may participate in the decision making or awarding of a contract to a business entity by whom they were formerly employed unless the employee, in writing, has disclosed the prior employment relationship to such employee's ultimate jurisdictional authority before participating in any decision making regarding the former employer.

7-13-5 **Prohibited Employment.** No person subject to this ordinance shall be employed in any other business, position or occupation (including self-employment) or have an ownership interest in any company that interferes with such person's official position or the full and proper performance of such person's duties, including, but not limited to:

- (a) Employment with any vendor, individual or entity that transacts any business entity with the governmental entity which such person serves.
- (b) Any employment that interferes with or compromises the employee's position with said governmental entity in order to further such person's own personal interests or those of another.
- (c) Any employment that the public may reasonably interpret to be in conflict with the person's official duties.
- (d) Any employment that conflicts with said governmental entity's purpose, duties and interests.
- (e) Any ownership interest in any business entity which transacts or engages in any business with said governmental entity.

7-13-6 **Improper Use of Proprietary or Confidential Information.**

- (a) No person may intentionally disclose or use for his or her personal benefit or for the benefit of another, any information acquired in the course of official duties, which is not available as a matter of public knowledge or public record.
- (b) The identity of any person reporting any possible or alleged misconduct to the investigator general shall be kept confidential and may not be disclosed without the consent of that person, unless the law otherwise requires such disclosure. However, the investigator general may provide any information in his or her possession to any law enforcement agency with jurisdiction to investigate any matter which has come to the investigator general's attention. The confidentiality granted by this section does not preclude the disclosure of the identity of a person in any capacity other than as the source of an allegation. Ethics commissioners,

the investigator general, individuals appearing before the commission and their representatives shall not disclose information which may lawfully be exempted from disclosure under the Freedom of Information Act or this ordinance.

- (c) No person subject to this ordinance may intentionally disclose any information discussed during a meeting lawfully closed pursuant to the Illinois Open Meetings Act.

7-14 **OTHER PROHIBITED CONDUCT.**

7-14-1 **Disregard of Obligations Under this Ordinance.**

- (a) Subject to constitutional and statutory limitations, no person shall refuse to cooperate during the course of an investigation or refuse to comply with requests for information from the investigator general and the commission.
- (b) No person shall provide, or cause another to provide, any information such person knows to be false, frivolous, or made in bad faith, to any ethics officer or ultimate jurisdictional authority in relation to their duties under this ordinance.
- (c) No person shall intentionally obstruct or interfere with any ethics officer, investigation, or hearing conducted under this ordinance.

7-14-2 **Whistleblower Protection.** No person subject to this ordinance shall retaliate against any person who has reported a suspected violation of this ordinance in good faith. Any such person who violates the provisions of this Section subjects themselves to disciplinary action which may include, but is not limited to; a demotion, denial of promotion or merit increase, reassignment of responsibilities, or other disciplinary action including termination of employment.

7-15 **COMPLAINT AND HEARING PROCEDURES.**

7-15-1 **Complaint Filing Procedure.**

- (a) A person alleging a violation of this ordinance shall submit a written complaint to the office of the investigator general. Such complaint shall include the following:
 - (i) The complainant's name and contact information, including the complainant's mailing address, telephone number, and electronic mail address, if any;
 - (ii) The name, employment position held, and all contact information known to the complaint regarding the person who is the subject of the complaint;

- (iii) A detailed description of the act or acts alleged by the complainant to be violations of this ordinance; and
 - (iv) A list of all known witnesses who may provide relevant information or testimony regarding the allegations contained in the complaint, along with all known contact information for those witnesses.
- (b) Whenever a person submits a complaint to an officer, governmental entity or employee subject to this ordinance other than the investigator general, the recipient of such complaint shall immediately forward the complaint to the office of the investigator general.
- (c) Upon receipt of a complaint, the investigator general shall promptly notify the complainant and the chairman of the commission in writing of his or her receipt of the complaint, including a copy of the complaint in such correspondence.
- (d) Any person who, acting in good faith, submits a complaint pursuant to this ordinance shall have all of the protections against retaliation afforded to a whistleblower under the provisions of this ordinance and the laws of the State of Illinois, and his or her identity shall be kept confidential and may not be disclosed without his or her consent, unless the disclosure of the person's identity is otherwise required by law. However, the disclosure of the identity of a complainant in any capacity other than as the source of an allegation is not prohibited, and, notwithstanding any other provision of this Ethics Ordinance or the laws of the State of Illinois, the investigator general is authorized to, as he or she deems appropriate, provide any and all information, including the identity of a complainant, to any administrative or law enforcement agency with jurisdiction to investigate any suspected criminality or other impropriety that may come to his or her attention.

7-15-2 **Investigative Procedure by Investigator General.**

- (a) Upon receipt of a complaint, the investigator general shall promptly conduct a jurisdictional investigation to determine whether the commission possesses personal jurisdiction over the person, and subject matter jurisdiction over the act(s), named and alleged in the complaint.
- (i) Should the jurisdictional investigation result in a finding that the commission does not possess both personal jurisdiction over the person and subject matter jurisdiction over any act, named and alleged in the complaint, then the

investigator general shall close the investigation of the complaint, and shall thereafter promptly notify the chairman of the commission and the complainant in writing of the closure of the investigation of the complaint and the basis therefore. If the investigator general determines that jurisdiction to investigate any person or act alleged named or alleged in the complaint is vested with another authority, prior to closing the investigation, the investigator shall notify the complainant of the proper authority with which the complaint should be filed and, at the option and direction of the complainant (i) forward the complaint to such authority or (ii) provide the complainant with information necessary for the complainant to forward the complaint to such authority unless the public interest requires the inspector general to immediately refer the complaint to the proper authority. The closure of an investigation by the investigator general does not bar the investigator general from resuming the investigation if the circumstances warrant, and is not subject to review by any court or administrative tribunal absent fraud on the part of the investigator general.

(ii) Should the jurisdictional investigation result in a finding that the commission does possess both personal jurisdiction over the person and subject matter jurisdiction over any act, named and alleged in the complaint, the investigator general shall promptly notify the person subject to the complaint (hereinafter referred to as the "respondent") and the appropriate ultimate jurisdictional authority in writing that a complaint against the respondent has been submitted to the investigator general, and of the act or acts alleged in the complaint, unless, in the sole discretion of the investigator general, such notice would interfere with a potential or ongoing law enforcement investigation or prosecution. The notice shall inform the respondent that he or she shall, within thirty (30) days of the date of the notice, respond in writing to the complaint, by submitting a written response to the office of the investigator general.

(b) Upon the investigator general's determination that both personal and subject matter jurisdiction exists over the matter as set forth in paragraph (a) of this section, the investigator general shall promptly engage in a preliminary investigation to determine whether reasonable cause exists to believe that a violation of this ordinance has occurred. In the course of the preliminary investigation, the investigator general may compel testimony under oath and the production of any material from any person or source relevant to the preliminary investigation, and the investigator

general may, if necessary, petition the Circuit Court of DuPage County for the issuance of a court order compelling compliance. The investigator general shall give written notice to a person providing information under this Section of his or her right to (1) refuse to provide self-incriminating testimony; (2) retain an attorney at his or her sole option and expense; and (3) to have such attorney or, if required by any collective bargaining agreement, union representative, present during any interview.

- (c) Upon the conclusion of the preliminary investigation, the investigator general shall promptly issue a written summary report and deliver the same to the chairman of the commission, the complainant, the respondent, and the appropriate ultimate jurisdictional authority. The summary report of the preliminary investigation shall include the following:
 - (i) a description of the act(s) alleged in the complaint to be violations of this ordinance;
 - (ii) the finding of the investigator general as to whether reasonable cause exists to believe that a violation of the ordinance has occurred, and the basis therefore;
 - (iii) any recommendation for any corrective or disciplinary action to be taken as a result of the act(s) alleged to be in violation of this ordinance, including but not limited to termination;
 - (iv) a determination by the investigator general as to whether a petition for leave to file a formal complaint will be submitted to the chairman of the commission; and
 - (v) any other information that the investigator general deems appropriate and relevant to the preliminary investigation, the finding, and any resulting recommendation.
- (d) Should the preliminary investigation result in a finding that no reasonable cause exists to believe that a violation of this ordinance has occurred, the investigator general shall close the investigation of the complaint, and shall thereafter promptly notify the chairman of the commission, the complainant, the respondent, and the appropriate ultimate jurisdictional authority, in writing, of the closure of the investigation of the complaint and the basis therefore. The closure of an investigation by the investigator general does not bar the investigator general from resuming the investigation if the circumstances warrant, and is not subject to review by any court or administrative tribunal absent fraud on the part of the investigator general.

- (e) Should the preliminary investigation result in a finding that reasonable cause exists to believe that a violation of this ordinance has occurred, the investigator general may, in his or her sole discretion, promptly submit to the chairman of the commission a petition for leave to file a formal complaint against the respondent. The petition shall set forth the act(s) alleged to be in violation of this ordinance, and the grounds that exist to support the issuance of a formal complaint. The investigator general shall submit the petition to the chairman of the commission, and serve a copy of the petition and written notice of the submission upon the respondent and the appropriate ultimate jurisdictional authority. The notice shall inform the respondent of the nature of the investigation, the respondent's right to refuse to provide self-incriminating testimony and to retain an attorney at his or her sole option and expense, and that the respondent shall, within thirty (30) days of the date of the notice respond in writing to the petition by submitting a written response to the chairman of the commission, with a copy to the office of the investigator general.
- (f) Upon the submission of the respondent's written response to the petition of the investigator general for the issuance of a formal complaint, the commission shall meet and determine whether it shall grant or deny the petition.
 - (i) Should the commission deny the petition, the commission shall close the cause and promptly send written notice of its decision and the basis therefore to the investigator general, the respondent, and the ultimate jurisdictional authority.
 - (ii) Should the commission grant the petition, the petition shall serve as the formal complaint against the respondent and the commission shall set a hearing date within six (6) weeks thereafter and promptly provide written notice of the decision to grant the petition and the hearing date to the investigator general, the respondent, and the ultimate jurisdictional authority.
- (g) During the course of an investigator general's review of any complaint under this Section, the investigator general shall provide a written status report to the commission within thirty (30) days after receipt of a complaint, and every thirty (30) days thereafter until the investigation is closed and the cause concluded.

7-15-3 **Hearing Procedure by Ethics Commission.**

- (a) The commission shall conduct any hearing upon any complaint before it fairly and in accordance with such rules as it may from time to time adopt.

- (b) The rules of evidence applicable to civil and/or criminal trials shall not strictly apply to the commission hearings, but the chairman of the commission may exclude any material he or she deems irrelevant, immaterial, incompetent or unduly repetitious.
- (c) On the hearing date scheduled by the commission, the commission shall conduct a closed meeting as permitted by law. The commission shall make an audio recording of the proceedings, including of all testimony presented to the commission and any of the commission's deliberations. The commission, may, in its sole discretion, retain the services of a court reporter.
- (d) The investigator general shall prosecute the complaint before the commission and carries the burden of proving the allegations against the respondent by a preponderance of the evidence.
- (e) The respondent may appear *pro se* at any commission hearing or, at the respondent's option, retain legal counsel at his or her own expense.
- (f) If required by any collective bargaining agreement, the respondent may have a union representative present during any hearing.

7-15-4 **Ethics Commission Decisions and Reconsideration.**

- (a) Within the appropriate time proscribed by rules of the commission, but not later than forty-five (45) days from the close of the hearing, the commission shall (1) deny the complaint or (2) grant the complaint and issue findings and any recommendation of discipline or imposition of any penalty upon the respondent. The commission need not include a copy of evidence it received as part of its written findings.
- (b) The commission shall promptly transmit written notice of its findings and recommendations to the complainant, the respondent, the ultimate jurisdictional authority and the investigator general. Where the commission recommends or imposes any disciplinary sanctions, the notice to the respondent shall inform the respondent of his or her right to petition the commission for reconsideration.
- (c) A respondent's petition for reconsideration shall be in writing and filed with the commission within fourteen (14) days of the commission's mailing of its decision. The commission shall decide the petition for reconsideration only on the formal record. The decision of the commission becomes final upon the expiration of fourteen (14) day period following the commission's mailing of its findings to the respondent, or upon the commission's decision on a petition for reconsideration of the commission.

- (d) A decision by the commission to impose a penalty is subject to judicial review under the Administrative Review Act. All other decisions by the commission are final and not subject to administrative or judicial review.

7-16 AUTHORIZED DISPOSITIONS.

7-16-1 Recommendations for Discipline.

- (a) When the investigator general has recommended that a complaint be resolved other than by formal complaint or where the commission has found that a respondent has violated any provision of this ordinance, the commission may recommend to a respondent's ultimate jurisdictional authority one or more of the following courses of disciplinary action against the respondent:
 - (i) A reprimand.
 - (ii) To cease and desist the offensive action.
 - (iii) A return or refund of money or other items, or an amount of restitution for services, received in violation of this ordinance.
 - (iv) Suspension or termination of an employee.
 - (v) Donation to a charity of an amount equal to a prohibited gift or excess campaign contribution.
- (b) Upon receipt of any recommendations from the commission under this Section, the ultimate jurisdictional authority of a respondent who violates any provision of this ordinance may take disciplinary action against the respondent, as recommended by the commission or as it deems appropriate, to the extent it is constitutionally permissible for the ultimate jurisdictional authority to take such action. The ultimate jurisdictional authority shall make its action, or determination to take no action, available to the public.

7-16-2 Imposition of Fines.

- (a) The commission may impose an administrative fine of up to \$5,000 per violation against any person who violates any provision of this ordinance, which it shall require be deposited into the governmental entity's general revenue fund.
- (b) No ultimate jurisdictional authority may waive or reduce any fine imposed under this Section.

7-16-3 **Collective Bargaining Restriction.** Any recommendation for discipline or any action taken against any employee pursuant to this ordinance by the commission is subject to the provisions of any collective bargaining agreement or merit commission action that apply to the employee on the effective date of this ordinance. Collective bargaining agreements executed after the effective date of this ordinance shall include a provision which incorporates the substantive terms of this ordinance as part of such agreement.

7-17 **ADMINISTRATIVE REVIEW.**

7-17-1 **Administrative Review.** The decision of the commission to dismiss a complaint is not subject to administrative review under the Illinois Code of Civil Procedure. The commission's imposition of any penalty, fine or sanction is a final decision and subject to administrative review pursuant to the Illinois Code of Civil Procedure.

CHAPTER 8 PREVAILING RATE OF WAGES

Sec. 8-1 **RATE OF WAGES.** To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of DuPage Airport Authority is hereby ascertained to be the same as the prevailing rate of wages for construction work in DuPage County area as determined by the Department of Labor of the State of Illinois as of June of the current year. A copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the DuPage Airport Authority. The definition of any terms appearing in this Chapter which are also used in the aforesaid Act shall be the same as in said Act.

8-2 **APPLICABILITY.** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the DuPage Airport Authority to the extent required by the aforesaid Act.

8-3 **AVAILABILITY OF RATE OF WAGES/CONTRACT SPECIFICATIONS.** The DuPage Airport Authority Secretary shall publicly post or keep available for inspection by any interested party in the main office of the DuPage Airport Authority this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

- 8-4 **MAILING OF RATE OF WAGES.** The DuPage Airport Authority Secretary shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.
- 8-5 **FILING.** The DuPage Airport Authority Secretary shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.
- 8-6 **PUBLICATION.** The DuPage Airport Authority Secretary shall cause to be published in a newspaper of general circulation within the area a notice of the determination made hereby, and such publication shall constitute notice that such determination is effective.

CHAPTER 9 REGULATIONS FOR AIRPORT SPECIAL EVENTS

Sec. 9-1 DEFINITIONS.

Airport Authority: The Airport Authority, its officers, agents, employees and representatives.

Airport Property: All property and facilities on the Airport property, not including property and facilities on the Golf Parcel and Commercial Parcel as defined in the Airport Authority Zoning Ordinance.

Executive Director: The person appointed by the Airport Authority or its designee to manage and supervise the operation of the Airport.

Extraordinary Services: Include, but are not limited to, those services involving the closing of runways, taxiways, ramps, roads and airport facilities. Crowd control and maintenance resulting from a special event are also considered extraordinary services.

Festival: An activity occurring outdoors where food, crafts or other goods are sold with or without music, games or carnival amusements.

March or Demonstration: A group of pedestrians traveling together across or meeting on Airport Authority-controlled property to advance a common cause.

Open House/Fly-in: An activity occurring on Airport Authority property in a publicly or privately owned facility where the public is invited to fly and/or drive into the Airport to attend. It may or may not include the utilization of public or private airport ramps and public or private hangars.

Outdoor Sale: Sale of merchandise, beverages or food, whether on a runway, taxiway, ramp, parking lot or Airport land, where the public is invited to make purchases.

Parade: A group of pedestrians, animals, vehicles, musical units and/or floats traveling together across any Airport Authority-controlled property.

Picnic: An outdoor gathering where food is cooked and/or served and beverages are consumed within the boundaries of the Airport property.

Race: A group of pedestrians, cyclists or others in vehicles traveling along Airport Authority-controlled property in an organized contest.

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 DuPage Airport Authority, a carnival or carnival-style amusement, or any event requiring the assistance of Airport staff 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.

9-2 **REGULATIONS.**

9-2-1 **Permit Required.** No person shall stage a special event on Airport property without first having obtained, paid for and having in full force and effect, a special event permit. The special event permit is temporary, non-transferable and is revocable at any time by the Airport Authority. The issuance of a special event permit by the Airport Authority is completely discretionary. Applications for a special event permit shall be made in writing at least one hundred twenty (120) days in advance of the date of the event. Event sponsors may be required to meet with Airport Authority staff regarding requests for services. All questions in the permit process must be answered before Airport Authority staff will grant a permit. Applications shall be made to the Executive Director on a form provided by the Airport Authority, a copy of which appears at Appendix 9-A. Applications that may require an airspace waiver or NOTAM should be submitted six (6) months in advance. After proper IDOT and FAA approval is obtained, permits for a special event involving the closure of runways, taxiways, public ramps and parking lots must be approved by the Airport Authority Board of Commissioners. Special event permits for non-aviation related activities must be approved by the Airport Authority Board of Commissioners. A special event permit may otherwise be issued for a period of no more than seven (7) days with approval by the Executive Director. The Executive Director may, under special circumstances,

waive the requirement that an application must be submitted at least one hundred twenty (120) days in advance of the event.

9-2-2 **Permit Fee.** An administrative fee will be charged by the Airport Authority for the review of any special event permit. The full fee is due through a deposit when the permit is turned in for review. The deposit will be returned within thirty (30) days of the end of the event. The permit fee structure is based on the number of anticipated participants in each special event.

- A non-refundable \$25 fee to be deducted from a \$100 deposit for 100 people or less
- A non-refundable \$100 fee to be deducted from a \$250 deposit for 300 people or less
- A non-refundable \$200 fee to be deducted from a \$500 deposit for 500 people or less
- A negotiable fee for an event expecting 500 or more people

The Executive Director of the Airport Authority may waive a permit fee or deposit for an event held in a private business on Airport property if it is deemed to have a minor impact on the Airport or tenants. If more people attend an event than the organizers anticipated on the permit form, the proper fee will be assessed against the deposit before it is returned at the end of the event. Event organizers risk forfeiting their deposit if the location for a special event is damaged or not cleaned up to the satisfaction of Airport Authority staff within twenty-four (24) hours of the end of the event.

9-2-3 **Extraordinary Services.** The cost of Airport Authority services not normally provided by Airport Authority departments but requested by event organizers or required by the Airport Authority as a condition of a special event permit shall be paid by the event sponsors. Extraordinary services of the Airport Authority field staff will be billed at one and one-half (1 1/2) the current per-person hourly rate. If airport security is required, it will be billed at the current rate the Airport Authority pays for hourly security. An estimated cost of these services must be paid to the Airport Authority at the time the permit is issued, plus ten percent (10%). Within thirty (30) days of the end of the event, the Airport Authority will supply the event sponsors with an itemized bill detailing these costs. The Airport Authority reserves the right to require fencing and additional security and traffic control measures at the applicant's expense. Separate agreements and fees may have to be arranged by the event organizers with local police and fire departments. The special event applicant is responsible for locating utilities before any special event set-up is undertaken.

- 9-2-4 **Insurance.** The organizers of any special event to be held wholly or in part on any Airport property, runway, taxiway or ramp shall provide the Airport Authority with a Certificate of Insurance naming the Airport Authority, its officers, agents, employees and representatives, as additional insureds. This Certificate shall cover the entire time for which the permit is issued and shall include, at a minimum, a liability insurance policy or policies in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury to any one person or for any one accident. The Airport Authority reserves the right to require additional or lesser amounts of insurance depending on the planned activities.
- 9-2-5 **Open House, Fly-In or Hangar Party Permits.** Two (2) weeks prior to any Open House, Fly-In or Hangar Party, Airport Authority staff will notify all tenants within 500 yards of the event of the location, date and time of the event. No amusement rides, automobile shows, air acts, light shows or anything that might be deemed hazardous to the flying public will be permitted in conjunction with this type of permit.
- 9-2-6 **Clean-up.** Event sponsors or organizers risk forfeiture of their entire permit deposit if the site of an event is not cleaned and restored to its pre-event condition within twenty-four (24) hours of the end of the activity or longer if arranged by prior written agreement with the Executive Director of the Airport Authority.

9-3 **RESPONSIBILITIES OF EVENT SPONSORS AND ORGANIZERS.**

- 9-3-1 **Presubmittal Meeting.** Event sponsors or organizers are urged to meet well in advance of the application submittal to determine if the Airport Authority is able to perform any requested or required services and to determine the cost of these services.
- 9-3-2 **Events in Authority Buildings or On Ramp.** In addition to the charge for extraordinary services, sponsors will be required to pay a One Thousand Dollars (\$1,000) usage fee for any special event held on the premises of an Airport Authority-owned building or ramp. This \$1,000 usage fee is a per-building, per-ramp and per-day cost that does not include the Flight Center ramp or Flight Center conference room. Depending upon the scope of the event, the Airport Authority will consider waiving this fee.
- 9-3-3 **Bond.** The Airport Authority may require a compliance bond to cover the cost of potential damages resulting from an event or violations of this Chapter or permit granted under same. The bond amount shall be set by the Airport Authority, in their exclusive judgment, and the permit shall not be issued until said amount is received. Should the Airport Authority determine there has been a violation of this Chapter or the permit granted under same, the Airport Authority may apply any

or all of the bond to defray costs incurred by the Airport Authority. This shall not limit the Airport Authority's rights or remedies, whether at law or in equity, and shall not be treated as liquidated damages.

9-3-4 **Rules and Regulations.** Event sponsors are required to follow any and all regulations pertaining to the holding of the event. It is the responsibility of the special event sponsor to see that all Rules and Regulations of the Airport Authority are adhered to and that all participants are fully informed and aware of these Rules and Regulations by providing them with a printed copy. Special event sponsors are required to show evidence of compliance with all local, state and federal regulations pertaining to their planned activities. Depending upon the scope of the special event, sponsors may be required to contact the following jurisdictions that could be impacted by their planned event:

- *FAA
- *IDOT (Division of Aeronautics)
- *City of West Chicago
- *West Chicago Fire Protection Dist.
- *Various DuPage County Departments
- *Various Kane County Departments
- *Kane County Police and Fire Protection Dist.
- *Village of Wayne
- *Fermilab
- *Various State Agencies

The special event sponsor shall be responsible for obtaining permits or approval required by other local, state and federal agencies before a special event permit is issued by the Airport Authority.

9-3-5 **Approval of Route.** The route of any parade, race, march, demonstration or walk must meet with the approval of Airport Authority staff and approval from any local, state and federal agencies that hold jurisdiction over the proposed route (See paragraph 3 above). Approval by the Airport Authority of a special event permit does not constitute the approval of any other governmental jurisdiction or property owner.

9-3-6 **Sponsor Presence Required.** During the special event, the sponsor of the event must be present at the scene, either personally or through employees, agents or representatives who have been designated in the special event permit, throughout the entire course of the event. At least one sponsor, employee, agent or representative present at the event must have in his or her possession a copy of the approved special event permit. Special events involving aerial activities that are not of a routine nature for the Airport will require approval by the Executive Director of an "air boss" designated by the sponsor or organizer who is experienced in directing and controlling the aerial activities planned for the event.

9-3-7 **Layout Plan.** The special event sponsor must prepare a diagram or plan showing the layout of the event, including, but not limited to, restrooms, first aid facilities, emergency vehicle access, tents,

barricades, fencing or other temporary appurtenances. If the event is a parade, race, march, demonstration or walk, the diagram or plan must illustrate the entire course of the event.

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

CHAPTER 10 ATTORNEY RETENTION

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

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

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

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

10-5 LITIGATION.

10-5-1 **Litigation Strategy.** Litigation strategy should be developed as early in a lawsuit as possible and continually updated as necessary thereafter. In general, all strategy decisions should be discussed with the Board. Each attorney should provide notice to the Executive Director prior to engaging in any of the following activities:

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

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

10-6 EXPENSES.

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

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

town in connection with work being performed for the Authority, the Authority will pay expenses pursuant to the Authority's adopted travel policy.

10-7 **BILLING STATEMENTS.**

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

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

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

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

CHAPTER 11 FUEL DISCOUNTS

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

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

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

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

CHAPTER 12 FEES

Sec. 12-1 AIRCRAFT PARKING FEES.

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

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

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

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

- (a) **Initial Fee.** An initial filing and recording fee of \$10.00 for each new person paying for a space.

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

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

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

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

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

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

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

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

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

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

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

estimated fair market Ground Lease for the property, as determined at the sole and absolute discretion of the DuPage Airport Authority.

(a) **Initial Option Deposit Equation**

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

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

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

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

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

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

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

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

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

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

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

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

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

12-9 **LAND DEVELOPMENT FEES**

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

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

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

The Developer shall make a cash deposit with the Authority to secure its reimbursement obligation. The Developer and the Authority shall

enter into a retainer agreement in the form attached in Appendix 12-G hereto for this purpose (the "Retainer Agreement").

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

CHAPTER 13 PROHIBITED VEHICLE PARKING

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

13-2 DEFINITIONS.

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

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

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

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

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

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

Authority and in accordance with any contract authorized by the Board of Commissioners.

- 13-5 **REMOVAL OF VEHICLE.** A law enforcement officer or authorized agent of the DuPage Airport Authority is authorized to remove, or cause to be removed, a vehicle from any DuPage Airport Authority property when: (1) a vehicle is situated in such a manner that it obstructs the normal movement of traffic or creates a hazard or other traffic on the airport property and the person in possession of the vehicle is not present or is unwilling or unable to provide for its immediate removal; (2) a vehicle driven on DuPage Airport Authority property is so defective as to pose an immediate hazard; (3) removal of the vehicle is necessary in the interest of the public health or safety because of fire, flood, snow, storm or other emergency and the person in possession of the vehicle is not present or is unwilling or unable to provide for its immediate removal; (4) a vehicle blocks ingress or egress to or from DuPage Airport Authority property and the person in possession of the vehicle is not present or is unwilling or unable to provide for its immediate removal; (5) the vehicle has been found on DuPage Airport Authority property in a signed or marked tow-away zone and the person in possession of the vehicle is not present or is unwilling or unable to provide for its immediate removal.
- 13-6 **NOTICE TO VEHICLE OWNER.** Whenever any motor vehicle is found in a tow-away zone or in violation of any of the restrictions imposed by the DuPage Airport Authority, the law enforcement officer or authorized agent of the DuPage Airport Authority finding such vehicle shall take its registration number and may take other information displayed on the vehicle which may identify its user, or whenever a law enforcement officer or authorized agent of the DuPage Airport Authority removes a vehicle from a "no parking" zone or other restricted area and the law enforcement officer knows or is able to ascertain from the registration records in the vehicle the name and address of the owner thereof, such law enforcement officer or authorized agent shall give, or cause to be given, notice in writing to such owner of the fact of the removal and the reasons therefor and of the place to which the vehicle has been removed. The written notice shall be mailed to the registered owner at the address provided by the Illinois Secretary of State or corresponding agency of any other state or province. The notice shall contain the full particulars of the impoundment, redemption and opportunity for hearing to contest the propriety of the impoundment, as hereinafter provided. The notice required in this section shall be given by certified or First Class U.S. Mail to the registered owner of the motor vehicle within three (3) business days after impoundment of the vehicle. In the event the vehicle is stored in a public garage, a copy of such notice shall be given to the proprietor of such garage.
- 13-7 **INABILITY TO NOTIFY VEHICLE OWNER.** Whenever a law enforcement officer or authorized agent of the DuPage Airport Authority impounds a vehicle and does not know, and is unable to ascertain, the name of the owner, or for any other reason is unable to give notice to the owner as provided herein, and in the event the vehicle is not returned to the owner within a period of three (3) days, the law enforcement officer or authorized agent shall send, or cause to be sent, a

written report of such removal by mail to the State Police and state department whose duty it is to register motor vehicles and shall include a complete description of the vehicle, the date, time and place of removal and the name of the garage or other place where the vehicle is stored.

- 13-8 **HEARING.** Whenever any vehicle has been impounded, the registered owner, person authorized by the registered owner or one who has purchased the vehicle from the registered 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 of the DuPage Airport Authority ("Executive Director") within ten (10) business days of the date the vehicle was impounded or the right to a hearing shall be deemed to have been waived.

Within three (3) days of the receipt of a 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 violation of the provisions of this Chapter which authorized the impoundment has occurred. If the hearing officer finds a violation has occurred, all charges, including, but not limited to, citations, towing and storage charges, shall be paid by the owner of the vehicle or such person as is authorized by the owner. If the hearing officer finds that a violation has not occurred, he or she may, in his or her discretion, order that the DuPage Airport Authority reimburse the owner of the vehicle or such person as is authorized by the owner for all impound, storage or citation fees paid by such person.

13-9 **SURRENDER OF TITLE.**

13-9-1 All motor vehicles towed and impounded shall be surrendered to the owner or person entitled to custody of the vehicle, subject to the provisions of subparagraph (b) hereof, upon presentation to the commercial towing service where the vehicle is impounded of proof of ownership of the vehicle by lawful title or other proof of lawful entitlement to the vehicle.

13-9-2 Payment of all storage charges and towing fees incurred in the impoundment and towing of a vehicle must be paid prior to release of the vehicle, unless otherwise relieved of that requirement by application of the hearing provision set forth herein.

- 13-10 **AVAILABILITY OF BOND.** A person who requests a post-impoundment hearing may obtain the release of the vehicle prior to the hearing date by posting a bond with the Executive Director in the amount of the towing and storage charges. Upon showing to the commercial towing service proof of the posting of a bond, the motor vehicle shall be immediately released. If a bond is not posted, the vehicle shall remain in storage until the requested hearing is held. If the person requesting a hearing fails to appear on the date and at the time of the

scheduled hearing, the request shall be dismissed, with prejudice, and the bond amount shall be forfeited to the DuPage Airport Authority.

- 13-11 **UNCLAIMED VEHICLES.** Vehicles remaining unclaimed for more than thirty (30) days after the notice required has been given shall be disposed of as set forth in 625 ILCS 5/4-208 and 209.

CHAPTER 14 CONFERENCE ROOM RENTALS

- Sec. 14-1 **AGREEMENT.** All permittees for reservation of a conference room at the DuPage Airport Authority shall complete and sign the Conference Room Agreement and Information Sheet in Appendix 14-A.

CHAPTER 15 CAPITAL IMPROVEMENT

- Sec. 15-1 **CAPITAL IMPROVEMENT PROGRAM.** The Board shall prepare a five-year capital improvement program which shall be updated annually. The program shall (a) inventory the Airport Authority's capital assets ; (b) determine the match between needs and resources; (c) plan for capital investments and maintenance of existing facilities; (d) analyze the relationships between capital maintenance and operating spending; and (e) assist the Airport Authority in competing for its fair share of state and federal monies.
- 15-2 **ANNUAL BUDGETS.** The Board may provide annual budgets for the capital improvement program.
- 15-3 **ANNUAL APPROPRIATION.** Upon preparation of the capital improvement program, the Board may make an annual appropriation in its annual appropriation ordinance of an amount not to exceed three percent (3%) of the equalized assessed value of property subject to taxation by the DuPage Airport Authority. The appropriation shall be for the purpose of making specified capital improvements, acquisitions, repairs or replacements of the DuPage Airport Authority's real property or equipment or tangible personal property.
- 15-4 **CAPITAL IMPROVEMENT FUND.** The Board shall establish a capital improvement program fund, and the amount appropriated for making specified capital improvements, acquisitions, repairs or replacements of the DuPage Airport Authority's real property or equipment or tangible personal property shall be deposited into the capital improvement program fund. Expenditures from the capital improvement program fund must be budgeted in the fiscal year in which the capital improvement, acquisition, repair or replacement will occur.
- 15-5 **REMOVAL OF CAPITAL IMPROVEMENT FUND.** The Board may not remove funds deposited into the capital improvement program fund for expenditures other than for the capital improvement program unless the Board shall have made a finding that the funds are not needed for any object for which the capital program fund was established.

15-6 **SURPLUS FUNDS.** Any funds deemed surplus under paragraph 5 of this Chapter shall be transferred into the DuPage Airport Authority's general corporate funds on the first day of the fiscal year following the abandonment or completion of the project or the discovery of the surplus funds..

15-7 **SEVERABILITY.** Each section, subsection, paragraph, sentence or restriction established by this Chapter, or any amendments hereto, are hereby declared to be separable and independent. If any court of competent jurisdiction determines that any provision of this Chapter is invalid, such judgment shall not affect any other provision of this Chapter not specifically included in the judgment, and the balance of the Chapter shall remain in full force and effect.

CHAPTER 16 FLIGHT CENTER RAMP GUIDELINES

Sec. 16-1 **RAMP AREA RESERVED.** The ramp area around the Flight Center shall be reserved for all itinerant aircraft. The Authority shall avoid any concentration of lighter aircraft on the Flight Center Ramp.

16-2 **CARGO RESTRICTIONS.** Cargo handling that involves support equipment (fork lift, front loader, etc.) may be accomplished through the SASOs and shall only be allowed on the Flight Center Ramp in those areas designated by the Authority from time to time.

CHAPTER 17 INVESTMENT POLICY

Sec. 17-1 **POLICY PURPOSE.** The purpose of this Investment Policy Statement is to clarify the investment objectives of the Investment Account and to make certain these objectives are aligned with the financial goals of the Investment Account. This Investment Policy Statement should be reviewed at least annually with revisions applied as needed.

The Chief Investment Officer (CIO) is responsible for the management of daily receipt and investment of cash and related accounting operations. The Finance Director is the Chief Investment Officer of the DuPage Airport Authority (DAA) and investments may be directed by the CIO or designee, in accordance with this Policy.

It is the policy of the CIO to invest all funds under DAA control in a manner that provides the highest investment return using authorized instruments while meeting the DAA's daily cash flow demands.

17-2 **SCOPE OF POLICY.** This Policy applies to all funds held by the DAA. Except for cash in restricted funds, the DAA will consolidate cash balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be

allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

17-3 **OBJECTIVES.** The primary objectives of investment activities shall be safety, liquidity, and yield:

17-3-1 **Safety.** The safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio, while mitigating credit and interest rate risks.

(a) **Credit Risk.** The DAA will minimize credit risk, the risk of loss due to the failure of the security issuer or backer by:

(i) Limiting investments to the safest types of securities;

(ii) Pre-qualifying the financial institutions, brokers, intermediaries and advisors with which the DAA will do business; and

(iii) Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

(b) **Interest Rate Risk.** The DAA will minimize the risk that the market value of the securities in the portfolio will fall due to changes in general interest rates by:

(i) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and

(ii) Investing operating funds primarily in shorter-term securities, money market mutual funds or investment pools.

17-3-2 **Liquidity.** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio will have a significant portion of the portfolio invested in money market mutual funds or investment pools which offer very quick liquidity for short-term funds.

17-3-3 **Yield.** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity

needs. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

17-4 STANDARDS OF CARE.

17-4-1 **Prudence.** The standard of prudence to be used by the investment officials shall be the "prudent person," which states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

Board Members and Investment officers acting in accordance with written procedures and this policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes.

17-4-2 **Delegation of Authority.** Authority to manage the investment program is granted to the Director of Finance (Chief Investment Officer) derived from the following: 30 ILCS 235 et. seq. The CIO or designee shall establish written procedures and internal controls for the operation of the investment program that is consistent with the investment policy.

No person shall engage in an investment transaction except as provided under the terms of this policy and the procedures established by the CIO. The CIO shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, including outside investment managers.

17-4-3 **Ethics and Conflicts of Interest.** DAA employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or could impair their ability to make impartial decisions. Employees involved in the investment process shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the DAA.

17-5 CONTRACTS WITH FINANCIAL INSTITUTIONS.

- 17-5-1 **Depositories.** The CIO or designee shall deposit funds in such depositories that are members of the Federal Deposit and Loan Insurance Corporation or the Federal Savings and Loan Insurance Corporation and who are willing and capable of pledging the required collateral for funds in excess of insurable limits.

The DAA currently has monies with three Financial Institutions, after approval of this investment policy the DAA will implement the Government Finance Officers Association best practice for procuring banking services. This will include meeting with multiple banks to understand products/services that the DAA would be interested in procuring. The DAA will then use a RFP process to select the Financial Institution(s) with which the DAA will do business. The process will be repeated at a minimum of every three years.

- 17-5-2 **Financial Dealers and Institutions.** A list will be maintained of the financial institutions and depositories that the Board of Commissioners has authorized to provide financial or investment services to the DAA.

Only primary government securities dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1(uniform net capital rule) are eligible to apply for inclusion on the approved list.

All financial institutions or broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements demonstrating compliance with state and federal guidelines;
- Proof of National Association of Securities Dealers certification;
- Proof of state registration;
- Completed broker/dealer questionnaire;
- Certification of having read and understood and agreeing to comply with the DAA's investment policy; and/or
- Evidence of adequate insurance coverage.

The number of primary dealers and regional brokers on the approved list shall not exceed a combined total of seven (7) at any single time.

The CIO shall conduct annual reviews, of the financial condition and the registrations of all approved broker/dealers in order to determine whether they should remain on the approved list.

17-6 SAFEKEEPING AND CUSTODY.

17-6-1 **Delivery vs. Payment.** All trades of marketable securities will be executed by delivery vs. payment(DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

17-6-2 **Safekeeping.** Securities will be held by an independent third-party custodian selected by the DAA as evidenced by the safekeeping receipts in the DAA's name.

17-6-3 **Internal Controls.** The CIO is responsible for establishing and maintaining an internal control structure designed to ensure that assets of the DAA are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and the valuation of costs and benefits requires estimates and judgments by management.

17-7 INVESTMENT INSTRUMENTS. The DAA will make investments in accordance with the Illinois Public Funds Investment Act, 30 ILCS 235/0.01 *et seq.* A summary of investment instruments are as follows, while the list below is intended to be complete the Illinois Public Funds Investment Act will be the official list of allowed investment instruments:

- A. Savings accounts, certificates of deposit and other time accounts of Commercial banks insured by the Federal Deposit Insurance Corporation.
- B. Securities of savings and loan associations the shares or investment certificates of which are insured by the Federal Savings and Loan Insurance Corporation.
- C. Bonds, notes, certificate of indebtedness, treasury bills, or other securities which are guaranteed by full faith and credit of the United States of America.
- D. Short term discount obligations of the Federal National Mortgage Association.

- E. Commercial paper issued by corporations organized in the United States with assets exceeding \$500,000,000.
- F. Short term obligations of the Federal National Mortgage Association.
- G. Money market mutual funds registered under the investment company act of 1940 limited to investments in securities guaranteed by full faith and credit of the United States of America.
- H. Local government investment pools(Illinois Metropolitan Investment Pool and Illinois Public Treasurer's Investment Pool).
- I. Municipal bonds issued by Illinois municipalities or the State of Illinois.

17-8 **COLLATERALIZATION.** It is the policy of the Fund to require that all deposits in excess of FDIC insurable limits (applies to bank Certificates of Deposit) be secured by collateral in order to protect deposits from default.

17-8-1 **Instruments and Ratios.** Eligible collateral instruments and collateral ratios (market value divided by deposit) are as follows:

U.S. Government Securities	= 110%
Obligations of Federal Agencies	= 115%
Obligations of the State of Illinois	= 115%
Local and Municipal Bonds rated "A" or better by Moody's	= 115%

The ratio of fair market value of collateral to the amount of funds secured shall be reviewed at least quarterly and additional collateral shall be requested when the ratio declines below the level required.

17-9 **INVESTMENT PARAMETERS.**

17-9-1 **Diversification.** The investments shall be diversified by:

- Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities).
- Limiting investment in securities that are grade A or better.
- Investing in securities with varying maturities.

- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

17-9-2 **Diversification/Strategy for Funds Not Needed for Short Term, Ongoing Obligations.** The average maturity/duration of the portfolio will be managed based upon the current existing interest rate environment. Under most circumstances the maturity/modified duration of the portfolio will be maintained at approximately 3.0 years and will range from 2.0 years to 7.0 years. This type of strategy will result in increasing the maturity/duration of the portfolio when interest rates are rising and decreasing the maturity/duration of the portfolio if interest rates are declining. The investment manager may change the duration of the portfolio as the market conditions permit.

The allocation guidelines, by asset class, for the fixed income investments are as follows:

	Normal <u>Allocation (3)</u>	Range of <u>Allocation</u>
Cash & Equivalents (1,2)	5%	0 - 100%
U.S. Treasury/Agency Securities	95%	0 - 100%
Municipal Securities	0%	0 - 20%

Notes:

1. Cash will be maintained to manage cash flow of the Fund or as a transition asset.
2. Bank certificates of deposit will only be used if market returns are favorable. They will be used as a substitute for the Treasury and Agency portion of the portfolio.
3. Under normal market conditions the structure of the portfolio will be within these limits; however the portfolio manager may diverge from the above suggestions due to abnormal market conditions.

17-9-3 **Maximum Maturities.** To the extent possible, the DAA shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the DAA will not directly invest in securities maturing more than ten (10) years from the date of purchase.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding ten (10) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the Board of Commissioners.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations. These funds are separate and not considered when calculating investment allocation as defined in 17-9-2.

17-10 REPORTING.

17-10-1 **Methods.** The CIO shall prepare a quarterly investment report, including a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last quarter. The report will be provided to the Executive Director and the Board of Commissioners. The report will include the following:

- Listing of individual securities held at the end of the reporting period and including book value, market value and unrealized gain or loss.
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

17-10-2 **Performance Standards.** Performance will be calculated using professional standards as established by the CFA Institute (formerly the Association for Investment Management Research). The CIO shall utilize the following benchmarks for evaluating the performance:

<u>Application</u>	<u>Benchmark</u>
Entire Portfolio	Barclays Intermediate Government Index

17-10-3 **Marking to Market.** The market value of the portfolio shall be calculated quarterly and a statement of the market value of the portfolio shall be issued. This will ensure that the review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA recommended practice on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools."

17-11 **POLICY CONSIDERATIONS.**

17-11-1 **Exemption.** Any investment currently held that does not meet the guidelines of this policy shall be temporarily exempted from the requirements of this policy. Investments must come in conformance with the policy within six months of the policy's adoption or the Board of Commissioners must be presented with a plan through which investments will come into conformance.

17-11-2 **Amendments.** This policy shall be reviewed on an annual basis. Any changes must be approved by the CIO and the Board of Commissioners.

17-12 **APPROVAL OF INVESTMENT POLICY.** The investment policy shall be formally approved and adopted by the Board of Commissioners and reviewed annually.

The Board and Chief Investment Officer shall review this Policy periodically to ensure its effectiveness in meeting the DAA's needs for safety, liquidity, rate of return, and diversification, and its general performance. Any changes shall be presented to the Board for its approval. Whenever this policy is amended, the Board shall file a copy of the new policy with the Illinois Department of Financial and Professional Regulation within thirty (30) days.

17-13 **DEFINITIONS.** The terms as used in this Chapter are defined as follows:

Beneficiary: A person eligible for or receiving benefits from a pension fund.

Book Entry Security: Securities that can be transferred from institution to institution using the federal electronic wire system, thus eliminating the physical transfer of certificates. Records are maintained on a computer system at the Federal Reserve.

Collateral: The pledging of a security to guarantee performance of an obligation.

Commercial Paper: - Unsecured promissory notes of corporations issued for 270 days or less.

Fiduciary: A person entrusted with the control of assets for the benefit of others.

Investment Manager: An individual or organization that provides investment management services for a fee, either on a discretionary or nondiscretionary basis. Under Illinois law, an investment manager is considered a fiduciary with respect to the Fund.

IL Funds (also known as the Illinois Public Treasurers' Investment Pool): A short-term money market fund for public funds in Illinois.

Market Value: The present price of a given security.

Barclays Intermediate Government Index: The Barclays Intermediate Government Index tracks the performance of intermediate U.S. government securities.

Return: The profit or interest as payment for investment.

Security: Any note, stock, bond, certificate of interest or certificate of deposit.

Treasury Bill: Short-term debt obligation of U.S. government which will mature within ten years at the time of original issuance.

Treasury Bond: Longer debt obligations of U.S. government which will mature in ten years or longer at the time of original issuance.

Yield: Percentage measured by taking annual interest from an investment and dividing by current market value.

CHAPTER 18 SEVERABILITY

- Sec. 18-1 **SEVERABILITY.** It is hereby declared to be the intention of the Authority that the several provisions of this Code are severable.
- 18-2 **SURVIVAL.** If any court of competent jurisdiction shall adjudge any chapter, section, provision, or part thereof, of this Code to be invalid, such judgment shall not affect any other chapter, section, provision, or part thereof, of this Code which are not declared to be invalid in said judgment.
- 18-3 **EFFECT OF INVALIDITY ON OTHERS.** If any court of competent jurisdiction shall adjudge invalid the application of any chapter, section, provision, or part thereof, of this Code to a particular person, such judgment shall not affect the application of said chapter, section, provision, or part thereof, to any other person not specifically included in said judgment.