RESOLUTION 11-02    Passed January 10, 2011

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO SIGN A SPECIALIZED SERVICE OPERATOR (SASO) AGREEMENT WITH FLY AMERICA, INC. FOR A FLIGHT INSTRUCTION OPERATION AT THE DEKALB TAYLOR MUNICIPAL AIRPORT.

WHEREAS, the City of DeKalb is owner of the DeKalb Taylor Municipal Airport (DTMA) and has the authority to contract for a Specialized Aviation Service Operator (SASO) thereon and desires to exercise that authority; and,

WHEREAS, Jeffery Kohlert, Owner of Fly America, Inc. is an experienced flight school instructor and desires to continue a flight instruction operation on property at the DeKalb Taylor Municipal Airport; and,

WHEREAS, the City of DeKalb staff has determined that the proposed agreement with Fly America meets or exceeds the Airport Minimum Standards; and,

WHEREAS, Jeffery Kohlert, Owner of Fly America, Inc. agrees to pay the City an annual fee of $30 per year per flight instructor for the privilege of having a flight school facility at DTMA; now,

THEREFORE, IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute a Specialized Aviation Service Operator agreement with Jeffery Kohlert, Owner of Fly America, Inc., a copy of which is attached hereto and made a part hereof as Exhibit "A".

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 10th day of January 2011, and approved by me as Mayor on the same day. Passed on a roll call vote 6-1. Aye: Simpson, Teresinski, Verbic, Gallagher, Naylor, Kammes. Nay: Baker.

ATTEST:

STEVEN C KAPITAN, City Clerk

KIRS POVLSEN, Mayor
 AGREEMENT AUTHORIZING
SPECIALIZED AVIATION
SERVICE OPERATOR

OTHER THAN PART 141
FLIGHT SCHOOL OPERATION

BETWEEN

THE CITY OF DEKLALB

AND

FLY AMERICA, Inc.
DeKalb Taylor Municipal Airport
Agreement Authorizing Limited Fixed Base Operation
Other Than Part 141 Flight School Instruction
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AGREEMENT
AUTHORIZING LIMITED FIXED BASE OPERATION
OTHER THAN PART 141 FLIGHT SCHOOL OPERATION

THIS AGREEMENT is entered into as of the 11th day of January, 2011, by and between the City of DeKalb, a Municipal Corporation (the OWNER) and Fly America, Inc. (the OPERATOR).

This is an agreement to authorize Fly America, Inc. to conduct a limited fixed based operation for the purposes of providing flight training, sale of goods and services of the kind demanded by the public that would customarily be provided by an Operator at the airport subject to the terms of this Agreement.

1. **Term of Agreement**: The term of this Agreement shall be for two (2) years from the date first written above. Renewal of this Agreement shall be upon terms and conditions negotiated by the parties to this Agreement. If the OPERATOR wishes to renew this Agreement, it shall advise the OWNER in writing sixty (60) days prior to the expiration of this Agreement.

2. **Rules, Regulations, Standards, Applicable Codes and Mandatory Clauses**: During the term of this Agreement, OPERATOR agrees to comply with and be subject to each of the following:

   a. The Airport rules and regulations and Minimum Standards adopted by the OWNER for land, building facilities, parking, hours of operation, personnel and aircraft ownership and availability, which are now in effect and may be adopted from time to time regarding the management, use and operation of the Airport. Attached hereto and incorporated herein is a copy of Chapter 53 of the DeKalb Municipal Code, Airport Rules & Regulations as Exhibit “A” and Minimum Standards as Exhibit “B”.

   b. All ordinances, rules, regulations and executive and administrative orders and directives, promulgated by the OWNER, or by any authorized Federal, State or Local government agency or official which relate to abatement, control or regulation of noise emissions by aircraft using the Airport as such apply to aircraft owned by, operated by, under the control of and/or doing business with the OPERATOR.

   c. The OPERATOR agrees to conduct all flight and ground activities on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations, including, but not limited to, the Federal Aviation Administration and the Illinois Division of Aeronautics.

   d. The OPERATOR agrees to obtain and pay for all licenses, permits, approvals, fees, other similar authorizations or charges required under federal, state, or local laws or regulations insofar as they are necessary to exercise the privileges
extended to it under the terms of this Agreement. Further, the OPERATOR agrees to abide by all applicable federal, state and local laws and regulations of public agencies with jurisdiction over the activities of the OPERATOR.

e. All aircraft fuels (gasoline or jet) shall be stored in the area on the airport designated by the OWNER as a "fuel farm" in tanks provided by the OWNER. If OPERATOR uses tanks provided by the OWNER, the OPERATOR shall pay the OWNER an amount as determined by the OWNER for use of such facilities.

f. In addition to compliance with all applicable building, zoning and hazard codes, all improvements to be constructed on any leased premises must be approved by the OWNER as to architectural suitability and location and height with respect to other airport facilities. No improvement will be permitted that in anyway interferes with or derogates airport facilities or operations.

g. Facilities for the storage and disposal of toxic materials and contaminants must comply with all applicable governmental rules, regulations, standards and requirements. OPERATOR will obtain all necessary permits for storage and disposal and will provide OWNER with copies of such permits and evidence of compliance with the terms and conditions thereof. Improper storage or disposal of toxic materials or contaminants shall be grounds for termination of this Agreement. OPERATOR shall be responsible for the costs of correcting any contamination or damage to the property it uses and/or adjacent areas caused by improper storage, disposal or use of any such materials.

h. It is clearly understood by the OPERATOR that for repair or maintenance of aircraft it must comply with Section 53.16 of the Airport Rules and Regulations as set forth in Exhibit "A".

i. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as amended and the OWNER reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

j. The OWNER reserves the right, but shall not be obligated to the OPERATOR, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the OPERATOR in this regard.

k. The OWNER reserves the right to further develop or improve the landing area of the Airport as it deems necessary, regardless of the desires or view of the OPERATOR, and without interference or hindrance therefrom.

l. During the time of war or national emergency, the OWNER shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this Agreement
insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended and OPERATOR shall not be entitled to any compensation from the OWNER whatsoever for such suspension.

m. The OWNER reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent the OPERATOR from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the OWNER, would limit the usefulness of the Airport or constitute hazard to aircraft.

n. This Agreement shall be subordinate to the provisions of any existing or future agreement between the OWNER, or its predecessors or successors, and the United States or State of Illinois, relative to the operation or maintenance of the Airport, the execution, of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport.

3. **Indemnity**: OPERATOR shall defend, indemnify and hold harmless the OWNER and its Commissioners, officers, employees, agents and representatives, from and against any and all claims, demands, suits, judgments, costs and expenses asserted or claimed by any person or persons, including employees or agents of the OWNER or the OPERATOR, by reason of death or bodily injury to any person or persons, or loss or damage to any property, resulting in whole or in part from the operations of the OPERATOR.

4. **Permitted Operations**: While this Agreement is in effect and OPERATOR is not in default, OPERATOR shall have permission of the OWNER to conduct a Limited Fixed Base other than Part 141 flight school operation at the Airport.

5. **Location of Operation**: During the term of this Agreement, the OPERATOR shall provide the OWNER with proof of minimum office and/or hangar space of 100 sq. ft. on the Airport, provided that such designated space is available, to conduct ground school and training.

6. **Public Portions of Airport**: The OPERATOR and its customers shall have use of and access to all public portions of the AIRPORT for taxi, landing and takeoff of the aircraft and shall have use of roads and public automobile parking lots in the same manner and to the same extent as any member of the public. OPERATOR shall not conduct any operations, other than the one stated above in paragraph 4, on the public portions of the Airport. In particular, the OPERATOR shall not service, store, demonstrate, or sell any product or service on the public portions of the Airport, unless written authorization is granted for such use.

7. **Charges**: Upon execution by the OPERATOR of this Agreement, the OPERATOR shall pay to the OWNER the annual fees set forth in the Minimum Standards of the City of DeKalb – DeKalb Taylor Municipal Airport, which is attached hereto and incorporated herein as Exhibit "B".
8. **Insurance:**

   a. OPERATOR shall obtain and maintain continuously in effect at all times during the term of this Agreement, at the OPERATOR's sole expense, insurance issued by an insurance company licensed to do business in the State of Illinois of such a type and in such amounts, as provided for in the Minimum Insurance requirements of the OWNER'S Airport Minimum Standards, for the activity conducted by the OPERATOR.

   b. Such insurance shall name OWNER and its commissioners and employees as additional insureds thereunder.

   c. OPERATOR shall at all times maintain on file in the OWNER office a copy of an insurance policy or insurance certificate evidencing the existence of the required insurance coverage and evidence of payment of the premium for the current period. Each such policy or certificate shall include a provision requiring written notice to the OWNER not less than thirty days prior to termination of the required coverage.

   d. The OWNER reserves the right to change the required insurance coverage at any time by written notice and the OPERATOR shall comply within thirty (30) days from date of notice.

   e. Failure to comply with subparagraphs 8(a) or 8(b) above shall be a default by OPERATOR and sufficient grounds to terminate this Agreement, in accordance with the provisions of Paragraph 17 hereof.

9. **Fees, Licenses and Taxes:** The OPERATOR shall pay all fees, licenses, or taxes upon personal property used in the operation of its business.

   A $30 registration fee will be charged per Flight Instructor per year to Fly America, Inc.

10. **Service Standards:** The OPERATOR agrees:

   a. To furnish good, prompt and efficient services adequate to meet all reasonable demands for goods and services of the kinds it renders at the Airport; and

   b. To furnish goods and services on a fair, equal, and non-discriminatory basis to all users thereof; and
c. To charge fair, reasonable and non-discriminatory charges for all goods and services rendered by OPERATOR hereunder; and

d. That it will not discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation and Title VI of the Civil Rights Act of 1964, Illinois Law and City of DeKalb Municipal Code Chapter 49. The OWNER reserves the right to take such action as the United States Government may direct to enforce this covenant; and

e. To the extent that any of its provisions are applicable to OPERATOR or to its operations, OPERATOR will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. OPERATOR assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. OPERATOR assures that it will require that its covered suborganizations provide assurances to them that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect; and

f. That it will comply with the Americans with Disabilities Act, to the extent that any provision of said Act is applicable to OPERATOR or to its operations; and

g. Those personnel performing services hereunder shall be neat, clean and courteous, and OPERATOR shall not permit its agents, servants or employees so engaged, to conduct business in a loud, boisterous, offensive or objectionable manner.

11. Assignment: The OPERATOR is hereby prohibited from assigning any rights provided in this Agreement without the written consent of the OWNER, which consent shall not be unreasonably withheld. Any such unauthorized assignment shall be void and shall be cause for immediate termination of this Agreement, in accordance with the provisions of Paragraph 17 hereof.

12. Prohibition Against Transfer of Stock: In the event that OPERATOR is a corporation, no transfer or encumbrance of the voting stock in said corporation shall be made and no added stock shall be issued by said corporation during the term of this Agreement without written consent of the OWNER, which consent shall not be unreasonably withheld. Any such transfer, encumbrance, or issuance of added stock, without Owner’s written consent, shall be cause for immediate termination of this Agreement.

13. Agreement of OWNER with the United States: The terms and conditions hereof shall not be construed to prevent the OWNER from making commitments it desires to the United States Government, or to the State of Illinois, to qualify for the expenditure of Federal or State funds upon the Airport. This Agreement is subject to all articles
and conditions of the War Assets Administration Grant of the facilities of the OWNER and the Deed issued under said Grant to the County of DeKalb, which said deed is recorded in the Recorder's Office of DeKalb County.

14. **Notices:** Whenever any notice or payment is required by this Agreement to be made, given, or transmitted to the parties hereto, such notice or payment shall be deemed delivered if given in person or by registered or certified mail as follows:

**OWNER:**
Airport Manager  
DeKalb Taylor Municipal Airport  
3232 Pleasant Street  
DeKalb, IL  60115

**OPERATOR:**
Jeffery Kohlert, President  
Fly America, Inc.  
3232 Pleasant Street  
DeKalb, IL. 60115  
Phone: 815-751-0917  
Email: chiavco@yahoo.com

15. **Waiver of Terms:** The waiver by the OWNER to the OPERATOR of any breach of terms, covenants, or conditions herein contained shall not be deemed waiver of a subsequent breach.

16. **Severability:** It is the intention of all parties to this Agreement that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof. This Agreement shall be construed in accordance with all laws of the State of Illinois. This Agreement constitutes the entire agreement between the parties and it may not be altered, amended, or modified except by written agreement of all the parties hereto.

17. **Construction of Agreement:** Nothing herein shall be construed in any way that would be in violation of the rules and regulations of the Federal Aviation Administration, the Illinois Division of Aeronautics, or any other state or federal authority with jurisdiction over the Airport or the funds used in the construction or improvements of the Airport. In the event that any of the provisions herein contained should conflict with such rules and regulations, then such rules and regulations shall prevail.

18. **Termination:**
The OWNER may immediately terminate this agreement by a written notice of termination to the OPERATOR in the following circumstances:

(i) If the OPERATOR assigns or purports to assign any rights granted under this Agreement without first obtaining written consent of the OWNER in violation of paragraph 11 above.

(ii) If a controlling interest in the OPERATOR is transferred without written consent of the OWNER, in violation of paragraph 12 above.

(iii) If the OPERATOR fails to comply with subparagraphs 8(a) and 8(b) above.

(iv) If the OPERATOR is engaging in conduct that causes air safety concerns or interferes with the operation of the Airport.

The OWNER may terminate this Agreement the OPERATOR fails to comply with any of the terms of this Agreement. Except as provided in 17(a) above, the OWNER shall first notify the OPERATOR in writing of the failure to comply. If the OPERATOR does not correct the failure and fully comply within thirty (30) days after delivery of said notice, the OWNER shall provide a second notice to the OPERATOR in writing of the failure to comply. If the OPERATOR does not correct the failure and fully comply within thirty (30) days after delivery of said second notice, the OWNER may terminate this Agreement by written notice of termination. Upon delivery of said termination notice, all rights of the OPERATOR shall be canceled.

The OPERATOR may terminate this Agreement by written notice to the OWNER no later than thirty (30) dates prior to the proposed termination date. In the event of such termination, the OPERATOR shall pay all charges due as of said termination date within thirty (30) days thereafter.

When this Agreement is terminated, the OPERATOR shall immediately cease any further exercise of the permitted activities. If the OPERATOR fails to do so, the OWNER may take or seek whatever legal remedies it may deem appropriate, including but not limited to civil or criminal trespass, self-help and injunctive relief.

**19. Additional Remedies of the OWNER:** In addition to the provisions of paragraph 17 above, in the event of any failure of the OPERATOR to comply with the terms, conditions and covenants of this Agreement, the OWNER may seek further relief and additional remedies, to the fullest extent permitted by law, including but not limited to monetary damages and injunctive relief. If the OWNER is required to file an action against the OPERATOR to enforce this Agreement, then the OWNER shall also be entitled to recover its attorney's fees and costs from the OPERATOR. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.
20. **Amendments:** All amendments to this Agreement must be made in writing by mutual agreement of the parties and no oral amendments shall be made of any force or effect whatsoever.

21. **Non-waiver provision:** No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed or taken as a waiver at any time thereafter of the same, or of any other terms, conditions, or covenants herein contained, nor of the strict and prompt performance thereof by either party.

22. **Venue:** Any litigation related to the terms of this Agreement shall be conducted in the Sixteenth Judicial Circuit, DeKalb County, Illinois.

23. **Sub-Contracting:** The OPERATOR shall not sub-contract any service or operation to be performed by the OPERATOR under this Agreement.

**OWNER:**
**CITY OF DEKALB**

By: [Signature]
KRIS POVLSEN, MAYOR

**ATTEST:**

[Signature]
STEVE KAPITAN, CITY CLERK

**OPERATOR:**
**FLY AMERICA, Inc.**

By: [Signature]
Jeffrey Kohlert, PRESIDENT

**ATTEST:**

[Signature]
JAMES GRIFFIN, SECRETARY
Chapter 53

AIRPORT RULES AND REGULATIONS

Current as of 11-20-03
Sections:
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53.02 SCOPE.
53.03 DEFINITIONS.
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53.07 GENERAL CONDITIONS.
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53.09 RULES OF OPERATION.
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53.21 NON-COMMERCIAL AVIATION OPERATIONS.
53.22 OPERATIONS GENERAL COMMENTS.
53.23 REVISIONS.
53.24 SEPARABILITY OF PROVISIONS.

53.01 AUTHORIZATION.

The City of DeKalb is a municipal corporation created pursuant to Illinois statutes (hereinafter the "City" or "Owner") which owns and operates the DeKalb Taylor Municipal Airport located at 3232 East Pleasant Street, in the City of DeKalb, DeKalb County, Illinois. Safety oriented and detailed control, more particularly in the operational and working areas, must be exercised by all persons at DeKalb Taylor Municipal Airport. The administration of the Rules and Regulations contained within this ordinance is the responsibility of the Airport Manager under the supervision of the Director of Public Works and the City Manager. Further, areas of the Airport to which access by the general public is restricted for reasons of safety or interference with Airport operations, are distinguished from those areas where access is unrestricted. Reference herein to those areas where public access is restricted shall not be construed as limiting the public purposes character of the Airport.

53.02 SCOPE.
All persons, tenants, firms, or corporations shall be governed by the Rules and Regulations prescribed herein at all times while on or occupying any area of DeKalb Taylor Municipal Airport. Further, they shall comply with the orders and instruction of the Airport Manager, as they are promulgated from time to time, relative to the use and occupancy of Airport property and Airport facilities. The primary intent of the Rules and Regulations is to affirm and ensure compliance with minimum aviation policies, procedures and safety standards as prescribed by the federal authorities as well as any additional and consistent regulations contained herein. Nothing contained herein is intended to conflict with requirements or regulations of the FAA. The City shall establish the ordinances, policies and procedures for the management, administration, policing and declaration of the duties governing the DeKalb Taylor Municipal Airport.

53.03 DEFINITIONS.

a) **Aircraft.** A device that is used or intended to be used for flight in the air.

b) **Airport.** All property, improvements and developments owned and/or operated by the City of DeKalb ("Owner") including but not limited to its buildings, facilities, farmland, and land used for the landing and takeoff of aircraft. Further, that the term shall also mean the DeKalb Taylor Municipal Airport.

c) **Airport Emergency.** A problem, condition or hazard involving an aircraft, structure, or other ground incident that could endanger lives or property. An Airport Emergency can be declared by any federal, state or local government official, Airport Manager, or other responsible employee or agent of the City, responsible for the protection of public property or the safe operation of airport activities on the Airport.

d) **Aircraft Maintenance.** Shall mean the inspections, overhaul, repair, preservation, and the replacement of parts, but excludes preventive maintenance. Persons authorized to perform aircraft maintenance; preventive maintenance, rebuilding and alterations shall comply with Federal Aviation Regulations, Part 43, Section 43.3.

e) **Airport Manager.** The individual designated by the “City” responsible for managing and supervising the day-to-day administration, operations and maintenance of the DeKalb Taylor Municipal Airport.

f) **Airport Rules and Regulations.** Shall mean the provisions of this ordinance, which are detailed provisions established for the safe, orderly and efficient operation of the Airport.

g) **Business.** Shall mean private and commercial activities or operations executed upon Airport property involving the private or commercial supplying of services or distribution of commodities wherein a purchase or sales transaction occurs including but not limited to compensation of monies for financial gain or exchange of goods or services for work performed, provided however, that deliveries of goods or services shall not be deemed as such activity.

h) **City.** The City of DeKalb, A Municipal Corporation in the State of Illinois and those employees or individuals acting as agents or representatives of the City. Further, the term “City” is synonymous with the term “Owner.”

i) **Commercial Business Tenant.** Person(s) engaged in an aviation or non-aviation business activity upon the Airport who possesses a current contract, lease or other written binding agreement with the City.

j) **Courtesy Vehicle.** A motor vehicle provided by the City operated free of charge and used to
transport people, baggage or other goods from one location to another on the Airport or to/from locations off the airport when approved by the Airport Manager or a designee.

k) **Emergency Vehicle.** Federal, state, county or local government vehicles that are painted, marked, unmarked, lighted, or escorted and used by police, security officers, fire department, ambulance or Airport officials in response to an emergency situation.

l) **Fixed Base Operator.** A business conducted at or upon the Airport by a person, firm or corporation having the right or obligation through an existing agreement with the City to furnish aviation related goods or services and comply with applicable provisions as defined in Sections 53.19 and 53.20, of the City of DeKalb Municipal Code.

m) **Hangar.** Structure or building for purposes of storing aircraft.

n) **Limited Fixed Base Operator.** A business conducted at or upon the Airport by a person, firm or corporation having the right or obligation through an existing agreement with the City to conduct one or more of the services as defined in Section 53.20, a), 2, of the City of DeKalb Municipal Code.

o) **Motor Vehicle.** Motor vehicles shall mean and include automobiles, trucks, buses, motorcycles, tractors, or other mechanized equipment that is self-propelled other than aircraft.

p) **Motor Vehicle Parking Areas.** Shall mean those areas designated by the Airport Manager for the parking of motor vehicles for passengers, other customers, visitors, employees and ground transportation staging areas. Motor vehicle parking areas are designated as follows:

- FBO Parking Lot (East End): In designated stalls.
- West Ramp: Parking restricted to grass areas where not interfering with aircraft hangar doors or aircraft maneuvering clearances.
- Pilots may park their personal motor vehicles in their assigned hangar while their aircraft is engaged in aviation related operations.

q) **Operational Area or Airport Operational Area (AOA).** The area of the Airport, including taxiways, runways, aircraft surface maneuvering areas (ramps/aprons) designated by the Airport Manager for use to conduct aeronautical activity, further including the landing, takeoff or run-up areas adjacent to runways and taxiways.

r) **Observation Area.** The area or areas of the Airport designated and made available by the Airport Manager to the public for purposes of observing aviation activities.

s) **Operator.** With respect to aircraft, any person who uses, causes to use or authorizes the use of aircraft, for the purpose (except as provided in FAR’s Section 91.13) of air navigation including the piloting of aircraft, with or without the right of legal control (as owner, lessee or otherwise).

t) **Person.** An individual, firm, partnership, corporation, limited liability corporation, limited liability partnership, company or association; including any trustee, receiver or similar representative thereof.

u) **Permission.** Verbal or written authorization granted by the Airport Manager or a designee.
v) **Public Use Facilities.** Public runways for the purpose of landing and taking-off of aircraft; taxiways for the purpose of ground movement for aircraft; ramp areas for the purpose of temporarily parking aircraft to allow for loading and unloading of passengers, baggage, freight, cargo or other payload; fuel service to aircraft including mobile equipment used in conjunction thereof; and, for purposes of performing operations incidental to the immediate arrival or departure of aircraft. And shall include any other area provided by the City for public use by aircraft operators at the airport.

w) **Restricted Area.** Those areas established by the Airport Manager for safety and security reasons.

x) **Tenant.** A person having a written hangar lease, hangar rental agreement or other aircraft storage agreement with the City, which grants that entity certain rights and privileges on the Airport property.

### 53.04 PENALTIES.

The Director of Public Works, the Airport Manager or a designee of the City is hereby empowered by the City to enforce these Rules and Regulations by a means including but not limited to utilizing State, County or local law enforcement agencies for assistance. A violation of any provision of Chapter 53 may result in a fine of no less than Sixty Dollars ($60.00) and no more than Five Hundred Dollars ($500.00) for a violation of this ordinance. In addition, the Director of Public Works, Airport Manager or a designee, may evict or deny a person(s) further use of the Airport or part thereof, who knowingly or willfully violates a Rule or Regulation in effect by the Federal Aviation Administration, Division of Aeronautics of the State of Illinois, Illinois Department of Transportation, the City of DeKalb, or verbal or written orders or instructions issued by the City or Airport Manager.

### 53.05 LIABILITIES.

The DeKalb Taylor Municipal Airport and its agents assume no liability for injury to persons while on the Airport property or while using its facilities. Nor does it assume liability for loss or damage to persons or property by reason of fire, theft, vandalism, collision damage, wind, flood, or other natural disaster or unsafe acts by others. Intentional or negligent acts or omission thereof by a person or persons while on Airport property shall be the sole responsibility of said person(s) for costs incurred resulting from and against claims, injury, damages, losses or expenses, including attorney fees.

### 53.06 AVIATION OPERATIONS - PURPOSE AND INTENT.

a) The Rules & Regulations hereinafter set forth have been developed to protect and promote, in a reasonable manner, the best interests of the public concerning the competent and qualified operation of the general aviation activities on the Airport, and further, to protect the public from irresponsible, unsafe or inadequate services and activities. It is the intent and purpose of the Airport Advisory Board to establish that the minimum standards as herein set forth shall develop an equitable business plan upon the Airport so that the best interests of the public will be served.

b) The Airport Advisory Board may review and recommend changes to these standards from time to time for the purpose of improving the quality of the services to the public. Standards, which are required to be met by a tenant/operator, shall be uniformly applicable to operators.

c) Although lease terms and covenants may vary, the basic provisions contained herein are applicable to users of the Airport. No exclusive right to conduct an aeronautical activity will be granted to a commercial enterprise.
53.07 GENERAL CONDITIONS.

a) General conditions for compliance include but are not limited to the following:

1. Accidents. Accidents resulting in personal injury requiring professional medical treatment or damage to public or private property shall be reported in person or via telephone immediately upon awareness of such an occurrence, to the Airport Manager or City of DeKalb Police Department.

2. Advertising. Advertising upon Airport property requires a written request at least three (3) days in advance to the Airport Manager or a designee. Written authorization by the Airport Manager is required in permitting such activity inclusive of payment of associated fees as may be required.

3. Animals. Animals required for assistance to aid persons with physical impairments or security enforcement officers are permitted on the airport. All other animals, domestic or exotic, are prohibited from the airport terminal building or other restricted areas except when such animals are containerized for air shipment. Domestic animals are permitted in other public areas of the Airport when restrained by leash and kept under complete control.

4. Courtesy Car. The Courtesy Car is provided primarily for use by pilots, during temporary stays at the Airport. The Airport Manager or a designee may waive this requirement on a case by case basis. The following policy/procedure to authorize use of the Courtesy Car is hereby established:

   (a) For purposes of this Section, user shall mean the individual authorized to use the Courtesy Car and whose name shall appear in the logbook.

   (b) User shall provide current drivers license and proof of automobile insurance.

   (c) User shall provide their name, “N” number of aircraft, date, drivers license number and destination in the courtesy car log.

   (d) Use of the courtesy car is limited to 90 minutes unless otherwise approved by the Airport Manager or a designee.

   (e) Operation of the Courtesy Car is restricted solely to the authorized user as assigned in the logbook.

   (f) Users of the courtesy car agree to hold harmless and indemnify the City, its officers, employers and agents against claims for loss, damage, or injury sustained by said User, or by an agent, guest or person whomsoever of the User for loss, damage, or injury resulting from the negligence or fault of said User. User shall report any damage or defective conditions of the Courtesy Car, which are noted or observed as soon as practical.

   (g) User shall be responsible for returning the Courtesy Car and the vehicle key to the Airport office.

   (h) User shall comply with State of Illinois and Local motor vehicle codes.

5. Demonstrations/Picketing. No person or persons shall picket, conduct demonstrations or distribute material in or upon property at the Airport without first submitting a written request at least three (3) days in advance to the Airport Manager and payment of associated fees as may be required. If approved, the Owner
will designate the location on the Airport where such activities may take place. It shall be unlawful to prevent the delivery or hinder the delivery of supplies or materials, prevent the free, unharassed entry or exit of workers to their place of work, disrupt or harass the general public in the normal use of the Airport, create a safety hazard, or engage in activity which is otherwise unlawful. No such activity shall be permitted if in violation of the Federal Aviation Regulations or the conditions of grants or agreements by the Federal Aviation Administration or Illinois Division of Aeronautics with the Airport.

6. Lost or Mislaid Property. Such property shall be forwarded to the Airport Manager’s office and if not claimed within thirty (30) days, becomes the property of the City to be sold, used or disposed of at the discretion of the City.

7. Restricted Areas. Except for passengers enplaning or deplaning an aircraft, the general public is prohibited from the Airport Operations Area unless escorted by an authorized airport employee. The general public is prohibited from all other areas of the Airport posted as being restricted unless otherwise approved by the Airport Manager or a designee. When aircraft requiring security are located upon the Airport, the only authorized persons allowed within the designated restricted area are airport personnel, security personnel, refueling crews, aircraft crew and screened passengers. General aviation gates on either end of the terminal building must be used to proceed to aircraft. Upon departure from the Restricted Area of aircraft requiring security procedures, the Restricted Area will be lifted by the Airport Manager or a designee.

8. Signage. The placement of signage shall comply with the pertinent ordinances as prescribed in the City of DeKalb Municipal Code. No sign or notice shall be displayed on the Airport unless authorized by the Airport Manager or otherwise approved as part of a lease or contractual agreement.

9. Smoking. Smoking is prohibited within or upon the Airport Operations Area, on the Airport apron, in hangars, workshops, service area(s), gasoline storage area, within 100 feet of aircraft, and in buildings, places or rooms on the Airport where smoking is specifically prohibited.

10. Soliciting. Soliciting funds, services or other business activity requires the authorization of the Airport Manager and strict adherence to the application requirements as prescribed in Chapter 33 of the City of DeKalb Municipal Code.

11. Storage of Flammable Material.

(a) No person shall keep or store flammable liquids, gases, signal flares or other flammable or explosive materials in hangars or in buildings on the Airport; provided that such materials may be kept in aircraft when stored in an approved receptacle installed in the aircraft for such purposes, or in lockers, cabinets, rooms, areas or other containment devices approved for such storage by the City in accordance with the locally-adopted Fire Prevention Code.

(b) No person shall keep or store lubricating or waste oils in or about the hangar or other buildings on the Airport, except in rooms, containment devices, or other approved holding tanks specifically designated for such storage approved by the City and in compliance with the locally-adopted Fire Prevention Code.

(c) Lessee shall provide suitable metal containers with self-closing, airtight covers for the storage of oily rags, waste and other rubbish. Combustible materials or other rubbish shall be removed and properly disposed of by the lessee. Lessee may contract with an approved agency or persons for removal of said materials.
(d) No person shall store or stock material, equipment, appliances or any other appurtenances on the Airport in such a manner as to constitute a fire hazard. Hangars shall be used solely for the purpose of the storage of aircraft and those aviation and routine maintenance items incidental to the storage of aircraft. The disposal or dumping of flammable, petroleum by-products or other liquids/fluids deemed hazardous to the environment upon Airport property is strictly prohibited.

12. Motor Vehicle Operations. No person shall operate a motor vehicle on the Operational Area (AOA) without having first received permission to operate such equipment from the Airport Manager, Aircraft Maintenance Supervisor, or Fixed-Based Operator management. Persons operating vehicles in or upon the Operational Area (AOA) shall comply with the following conditions:

(a) Should, if possible, maintain two-way communications with UNICOM;

(b) Be equipped with a flashing amber beacon or during daylight hours, equipped with an international white/orange checkered, three (3) feet squared flag on a mast mounted atop the outside of the vehicle;

(c) Shall continuously visually confirm clear runways after receiving clearance to proceed; and,

(d) Registered vehicle rules shall comply with FAA regulations specifying Painting, Marking, and Lighting of Vehicles Used on an Airport.

13. Trespassing. Trespass upon Airport property is strictly prohibited. It shall be unlawful for person(s) to enter upon or make uses of Airport Operational Areas, Public Aircraft Facilities, or structure, building or land area posted as a restricted area and as prescribed in the City of DeKalb Municipal Code, Chapter 52, Section 52.70, Criminal Trespass to Real Property in furtherance of Illinois Compiled Statutes.

53.08 VEHICLE OPERATIONS FOR HANGAR TENANTS.

Owners and tenants of hangars at the Airport are authorized to operate their vehicles on the hangar access ramps in proceeding to and from their hangar space provided that said vehicles shall not be left unattended on the ramp or driven or parked upon adjoining grass areas. Vehicles may be parked inside of the hangar space as a convenience during the course of time in which the aircraft assigned to the hangar is engaged in flight activities. Otherwise, vehicles shall be parked within authorized parking areas unless otherwise authorized by the Airport Manager.

53.09 RULES OF OPERATION.

a) Pedestrians shall have the right-of-way over vehicular traffic. Aircraft shall have the right-of-way over pedestrian and vehicular traffic.

b) All operations of vehicles shall be in accordance with the laws of the State of Illinois, Chapter 51 of the City of DeKalb Municipal Code and as further specified in this Section.

c) Speed limits on the Airport shall be reasonable and proper for driving conditions and traffic, but in no circumstances shall they exceed the following speed limits:

1. No person shall operate a motor vehicle at a speed in excess of 15 miles per hour on ramp, apron, hangar, aircraft parking or motor vehicle parking areas of the Airport.
2. No person shall operate a motor vehicle at a speed in excess of 25 miles per hour upon open roads and non-aircraft movement areas on the Airport.

3. No person shall operate a motor vehicle at a speed in excess of 15 miles per hour within fifty (50) feet of any parked aircraft.

4. No person shall operate a motor vehicle within a hangar on the Airport unless the vehicle is equipped with exhaust(s) protected by screens or mufflers to prevent the escape of sparks or the propagation of flames.

5. Emergency vehicles responding to an emergency are exempt from the speed limits as set forth in this Section, when necessary to perform official duties or clear the runway due to air traffic.

   d) The following shall apply in establishing right-of-way rules regulating aircraft movement area:

   1. Moving aircraft shall have the right of way over pedestrian and vehicular traffic.

   2. Motor vehicles shall not cross active runways when an aircraft is on final approach or in motion on the runway.


   4. Motor vehicles entering an aircraft movement area shall come to a full stop and determine that the intended route is clear before proceeding.

   5. Ground vehicles shall pass to the rear of aircraft on which the engine(s) is running.

   6. Motor vehicles encountering a moving aircraft will come to a full stop in a position so as to give a minimum of twenty-five (25) feet of clearance and shall not proceed until the aircraft has taxied past the position of the motor vehicle.

   7. Motor vehicles operating in areas where aircraft are permitted shall display headlights.

   e) The following general motor vehicle procedures and policies are hereby established:

   1. No person shall clean or perform repairs to motor vehicles other than in areas designated for such purposes by the Airport Manager, except those minor repairs necessary to remove a disabled motor vehicle from the Airport premises.

   2. The drive west of and adjacent to the FBO maintenance building is restricted as “No Parking Any Time.”

   3. Parking by the general public within various spaces assigned or restricted to authorized vehicles is prohibited.

   4. A motor vehicle parked in a prohibited area or in such a manner as to obstruct an Airport roadway, aircraft parking or movement area is subject to penalties as defined in Section 53.04 and subject to tow. The owner of a motor vehicle is responsible for all charges, penalties, towing or other associated fees that may be incurred.
53.10 **AERONAUTICAL ACTIVITIES.**

a) Aeronautical activities conducted in, arriving upon or departing from the Airport shall be conducted in conformity with the current pertinent regulations of the Federal Aviation Administration, State of Illinois, and the City of DeKalb Municipal Code.

b) The following rules and regulations pertain to the Airport Air Operations Area (AOA):

1. **AERONAUTICAL ACTIVITIES REGULATED EXCLUSIVELY BY AIRPORT MANAGER.**
   - Closure of part or all of the Airport.
   - Restricted or prohibited flight activities.
   - NOTAM’s issued by airport management personnel in addition to those issued by the Federal Aviation Administration.
   - Written approval for air shows and other special events.

2. **AIRCRAFT ACCIDENTS/INCIDENTS ON OR ADJACENT TO THE AIRPORT.**
   - (a) Aircraft accidents/incidents shall be reported immediately to the FAA and the Airport Manager or a designee. The person(s) involved in the accident/incident, shall submit an accident report which shall be in writing and complete in every detail to the Airport Manager within a reasonable time frame as directed by the Airport Manager in addition to complying with directives from the National Transportation Safety Board and the FAA.
   
   (b) Disabled aircraft are the responsibility of the aircraft owner. However, in his/her discretion, the Director of Public Works, Airport Manager or a designee, has the power and authority to direct removal or relocation of a disabled aircraft from location on the airport. The expenses or damages incurred, as a result of removal or relocation of an aircraft shall be at the expense of the aircraft owner. Nothing contained herein is intended to, nor should it be construed to conflict with rules and regulations of the FAA.
   
   (c) Access to aircraft accident/incident scenes is controlled by the Airport Manager or by the designated authority-in-command at the scene.
   
   (d) The Airport Manager is authorized to tow or otherwise direct the relocation of aircraft parked or stored in unauthorized areas. The expenses or damages incurred as a result shall be at the expense of the aircraft owner.
   
   (e) The Airport Manager shall transmit to the appropriate state or federal authority, a copy of an accident or incident report as required by the authority having jurisdiction.

3. **AIRCRAFT OPERATIONS-MANDATORY COMPLIANCE OR PROHIBITED ACTIVITY.**
   - (a) A qualified pilot or mechanic shall be in the cockpit and at the controls of the aircraft when an aircraft engine is operating.
   
   (b) Aircraft are prohibited from taxiing into or out of a hangar when engaged in actual aircraft engine power.
(c) Aircraft shall be towed, pushed by approved tow bars, or maneuvered by hand into and out of hangars.

(d) Aircraft repair and maintenance (see Definitions, Aircraft Maintenance) shall be performed only in designated areas.

(e) Operating aircraft engines inside a hangar designated for storage use only is prohibited.

(f) Aircraft shall be parked, serviced, loaded and unloaded at parking locations or passenger terminal gates/areas designed and designated for such aircraft use.

(g) Derelict or non-airworthy aircraft may be parked in designated storage areas or removed from the airport as determined by the Airport Manager.

(h) Aircraft weighing in excess of the structural strength of the runway, taxiway and apron load-bearing capacity is prohibited unless otherwise approved by the Airport Manager or a designee. In general terms, single wheel gear configuration aircraft up to 25,000 lbs. and dual wheel configuration aircraft up to 34,000 lbs. are considered the design vehicles allowed on with no restrictions. Heavier aircraft will require an individual assessment by the Airport Manager per aircraft.

(i) Aircraft home-based at the airport requires a written agreement with the City or FBO so stating the home-based status, compliance with aircraft parking fees and specifically identifying the aircraft type and “N” number.

(j) The City Airport Manager may delay or restrict the flight or other operations of an aircraft at the Airport for justifiable reasons, as it deems appropriate.

(k) No fixed wing aircraft with an empty weight of greater than 254 pounds shall be operated on the Airport unless equipped with a tail, or nose wheel and wheel brakes. Fixed wing aircraft with an empty weight of greater than 254 pounds with skids shall not use the Airport without the express written permission of the City.

(l) Aircraft and pilots shall comply with applicable FAR’s, including but not limited to Part 61 and Part 91.

(m) The operator of an aircraft shall be responsible for checking NOTAM’s affecting the Airport. Failure to check for NOTAM’s shall not constitute a means of relief from compliance.

4. AIRCRAFT PARKING

(a) Aircraft shall be parked only upon designated areas as prescribed by the Airport Manager or the Fixed Base Operator.

(b) No aircraft shall be left unattended unless it is properly secured. Securing aircraft is the sole responsibility of the pilot in command of the aircraft. The City will not assume liability for the parking or securing of an aircraft upon Airport property.

(c) An aircraft owner and/or pilot in command using ramp tie-downs shall be responsible for checking said tie-downs for faulty or defective conditions before an aircraft is secured. Faulty tie-downs shall be reported to the Airport Manager as soon as practical.
5. UNIQUE SITUATIONS AND SPECIAL EVENTS

(a) Special Events include, but are not limited to, Airshows and Fly-In Meets. These special events require written approval by the Airport Manager, and insurance policy(s) naming the City and the FBO as additional insureds (when deemed applicable). The sponsor and/or producer of a special event shall acquire liability insurance for the event and identify the City and the FBO as a "named insured" for the event.

(b) Special Events require written authorization by the Airport Manager or a designee, in the initial planning stage of such an event. A minimum of four (4) weeks advance written notice to the Airport Manager is required prior to the proposed date of a special event. The proposed event shall be suitable and compatible with the policies of the City and Airport Rules & Regulations. The City reserves the right to approve or deny authorization to conduct a Special Event upon Airport property. Failure of a sponsor of a proposed Special Event to meet the minimum requirements as identified in this Section will result in denial of the event.

(c) Approval of a Special Event request requires a letter of authorization issued by the City or the Airport Manager. It shall be the responsibility of the sponsor to acquire necessary approvals from the Federal Aviation Administration and the State of Illinois Division of Aeronautics as may be required by the respective agencies.

(d) Special events for which a fee is charged by the sponsor for admission shall be coordinated with the Airport Manager prior to the approval of the special event. The City reserves the right to agree upon the terms and fee structure of the special event and the percentage of gate or fixed fees to be paid to the City to offset overhead costs incurred by the City.

6. MANDATORY COMPLIANCE BY SPECIAL EVENT SPONSOR.

(a) The City reserves the right to require the sponsor, at the sponsor’s expense, to acquire the services of law enforcement, security personnel and/or fire, ambulance, first aid or other necessary personnel and equipment as deemed appropriate by the City, to serve the needs of the event unless otherwise agreed upon.

(b) The sponsor shall prepare and present to the Airport Manager an “adverse weather” plan for the event.

(c) The sponsor shall make arrangements, at their own expense, for towing, refuse removal, clean-up of grounds and facilities, restroom facilities and restoration of Airport property to the same or better condition as it existed prior to the special event.

(d) The special event shall be planned to accommodate the normal ingress, egress and parking of motor vehicles for persons involved in passenger carrier flights, general aviation users of the Airport, or other business activities normally conducted at the Airport.

(e) Airport runways and/or landside closure shall be coordinated in advance with the Airport Manager and tenants of the Airport.

(f) A special event that involves aerobatic maneuvers by aircraft shall be coordinated with the Airport Manager and the local Flight Standards District Office of the Federal Aviation Administration. Aerial activities that are not of a routine nature for the Airport shall require the sponsor to designate and employ the
services of an “air boss” experienced in the type of event to be held. The “air boss” shall be approved by the Federal Aviation Administration.

(g) Failure of the event sponsor to adequately perform clean up of the Airport after closure of an event shall be responsible for all costs incurred by the City to restore the Airport to an acceptable condition.

7. MANDATORY COMPLIANCE BY OWNERS/OPERATORS OF SPECIALIZED AERONAUTICAL EQUIPMENT.

(a) Prior to operating specialized aeronautical equipment, such as powered parachutes or parachute drops, the owner/operator of the specialized aeronautical equipment shall obtain approval in writing from the Airport Manager.

(b) The Airport Manager is authorized to limit or deny the launching, testing, high-speed taxi or parachute landing to/from specific sites on the Airport. Those sites may be runways, portions of runways, taxiways, clear zones or other Airport property. Specific site location may also be limited or denied by designated time of day use or other circumstances or events affecting the Airport.

(c) Proof of liability insurance in an amount acceptable to the City is required and shall name the City as an additional insured.

(d) It shall be the responsibility of the owner/operator of specialized aeronautical equipment to provide sufficient advance notice of a request to operate such equipment at or upon the Airport.

53.11 NIGHT TIME RESTRICTIONS AND NOISE ABATEMENT.

a) MANDATORY COMPLIANCE BY PILOTS.

1. Between the hours of 10:00 p.m. and 6:00 a.m., no aircraft engine run-ups shall be performed except for run-ups required in preparation for aircraft takeoff or as authorized through an FBO or LFBO agreement.

2. Aircraft run-ups are strictly prohibited on the aircraft parking aprons adjacent to the airport passenger terminal area/administration building.

3. Touch and go landings are prohibited between the hours of 10:00 p.m. and 6:00 a.m.

4. If weather conditions permit, the primary runway for noise abatement and nighttime operations is runway 2/20.

5. In addition to complying with Federal Aviation Administration regulations for minimum altitude overflights, pilots shall avoid overflight below 300 feet AGL over the town of Cortland except when on final approach to Runway 27.

6. Pilots are expected to use sound judgement and perform flight procedures that result in minimum noise and avoidance of low altitude maneuvers while conducting flight in the airport traffic area. Optimum power settings and maximum altitudes shall be maintained consistent with safety.

7. Aircraft shall use left traffic patterns, as defined in the Federal Aviation Regulation manual, Part 1 and Part 91.
8. Aircraft landing at the DeKalb Taylor Municipal Airport shall, unless otherwise required by the applicable distance from clouds criteria, enter the Airport traffic pattern area at an altitude of at least 1700 feet MSL and maintain that altitude until further descent is required for a safe landing.

9. Aircraft departing from the DeKalb Taylor Municipal Airport shall, unless otherwise required by the departure procedure or the applicable distance from clouds criteria, climb to an altitude of 1900 feet MSL as rapidly as practical.

10. Fixed-wing aircraft shall land and depart on runways only.

53.12 TENANT OPERATIONS.

a) Tenants shall be responsible for compliance with the Airport Rules and Regulations and the provisions of this ordinance. Tenants are further responsible for ensuring that tenant guests, employees, or agents thereof, understand and are able to comply with the Airport Rules and Regulations sufficiently to adhere to minimum safety practices while on Airport property in and around the Airport Operations Area.

b) Tenants shall be responsible for damage to premises, equipment, or injury to persons, including death, resulting from the negligence of tenant upon the Airport.

c) No property, other than aircraft or equipment reasonably necessary to use therewith shall be stored in a hangar, unless otherwise approved by the Airport Manager. Hangars shall be used solely for the purpose of storing aircraft and those aviation and routine maintenance items incidental to the storage of aircraft.

d) Tenants shall extinguish all lights and disconnect electrical appliances (except engine block heaters during cold climate conditions) when not in use or when hangar is vacated. Tenants shall close and secure doors to their hangar space when terminating occupancy of the hangar.

e) The storage of waste oil, gasoline or other flammable materials in a hangar space is strictly prohibited.

f) Tenants shall keep hangar, shop, offices, other buildings, structures, and areas adjacent thereto free of waste material, rubbish, junk, landscaping litter and flammable material. The disposal of refuse, furniture, appliances, or other similar materials at the Airport, which are generated other than from use upon the Airport, is strictly prohibited.

g) Structural, decorative, electrical, HVAC, plumbing or land drainage changes or alterations to a building, structure, ramp, or other Airport property require prior written approval of the Airport Manager and such changes or alterations shall comply with locally-adopted building codes.

h) Tenants shall be responsible for reimbursing the Owner for the cost of the initial purchase, recertification and maintenance of one (1) 3A40BC fire extinguisher within their assigned hangar space. The fire extinguisher shall be of the rechargeable type and certified by an approved agency on an annual basis. Owner shall be responsible for ordering and installing required extinguisher inclusive of scheduling the annual recertification of the extinguisher. Reimbursement of fire extinguisher fees shall be submitted to the Owner at the time of the next rent payment following the month in which services were provided. Upon reimbursement for the cost incurred the Owner, the fire extinguisher becomes the property of the tenant.

i) The City reserves the right to inspect hangar, structure or building located upon the Airport property.
A minimum twenty-four (24) hour notice will be provided to tenants for purposes of conducting a minimum of one (1) annual safety inspection, except when a suspected or known life safety/fire safety threat exists.

j) Tenants are strictly prohibited from subleasing or subletting, or assigning a lease agreement, for Airport premises or real estate owned by the City, without prior written approval by the City.

k) Leases and subleases for Airport property shall be approved by the City before they become effective and enforceable.

53.13 GENERAL RADIO CONTACT.

a) Inbound aircraft should report their position on the published UNICOM frequency prior to entering the Airport Traffic Area.

b) Departing aircraft should report their intentions prior to take off, on the published UNICOM frequency.

c) Aircraft should advise taxi intentions on the published UNICOM frequency prior to departing the aircraft parking area.

d) Snow removal equipment operators should monitor aircraft traffic on the published UNICOM frequency and will advise pilots of current Airport snow removal conditions when such operations are actively being performed. Snow removal equipment operators shall remove equipment as quickly and as safely as possible from the active runway(s) yielding the right of way to aircraft as soon as practical.

53.14 TAXIING.

a) No operator shall start or taxi an aircraft until it is clearly established that there will be no danger of collision with persons, equipment or objects.

b) No aircraft shall be operated in a careless or reckless manner. Taxiing shall be conducted at a safe and reasonable speed and in a safe and reasonable manner.

c) Operators shall not taxi onto or across a runway without having first visually checked for other aircraft operating in the area.

d) Aircraft shall be taxied in accordance with prescribed taxiing patterns at all times.

e) Aircraft shall not be taxied on the paved areas adjacent to the runway designated by a diagonal yellow stripe.

53.15 PAINTING.

Painting of aircraft or other associated painting activities involving aircraft within or upon Airport property is strictly prohibited except in certified repair shops in possession of a current Fixed Base Operator or Limited Fixed Base Operator agreement with the City specifically approving such operations.

53.16 REPAIRING OF AIRCRAFT.

a) No person shall repair an aircraft within or upon the Airport premises without a current written
contract with the City except as follows:

1. When the hangar lease agreement specifically authorizes such activities, or;

2. Aircraft owners of antique, home built or experimental aircraft may make such repairs and perform maintenance on their own aircraft not in violation of FAR’s.

3. Aircraft owners not specifically covered in Section 53.16, a), 1 or 2, above are authorized to perform preventive maintenance on their own aircraft as is specifically provided for by FAR’s (see definitions, Aircraft Maintenance).

4. An aircraft owner requiring specialized repairs/maintenance may employ a certified specialist for such repair/maintenance activity to their own aircraft provided the certified specialist shall register with the Airport Manager or a designee prior to performing repairs or maintenance as defined herein.

5. An aircraft owner who performs repairs/maintenance in accordance with this Section shall comply with the provisions as prescribed in this Chapter 53 inclusive of applicable Federal Aviation Administration regulations. Failure to comply with these provisions shall serve as sufficient grounds for revoking the privileges of this Section and/or canceling the hangar lease.

53.17 FUELING OPERATIONS.

a) Fueling of aircraft shall be performed on the Airport only by the Fixed Base Operator, or Operators authorized through written agreement to do so.

b) No aircraft shall be fueled or de-fueled while the engine is running or being warmed by applications of exterior heat, or while an aircraft is in an enclosed space or hangar.

c) No person shall operate a radio transmitter, receiver or electrical device in an aircraft during fueling or de-fueling operations.

d) During fueling operations, the aircraft and the fuel dispensing apparatus shall both be grounded to a point of zero electrical potential.

e) No person shall use material, devices or equipment during fueling or de-fueling operations, which can cause a spark or source of ignition.

f) A minimum of one 3A40BC rated fire extinguisher shall be within reach of a person(s) engaged in fueling or de-fueling an aircraft or other fuel dispensing equipment.

g) No person shall activate an engine when there is a presence of fuel on the ground under the aircraft.

h) Fueling hoses and equipment shall be maintained in a safe and operational condition as specifically designed for such uses and shall be approved by the National Board of Fire Underwriters or other approved agency.

i) No aircraft shall be fueled or de-fueled while passengers are on board unless a passenger-loading ramp is in place at the door to the cabin of the aircraft used for passenger entrance and exit purposes.

53.18 BUSINESS OR COMMERCIAL ACTIVITY REQUIREMENTS.
a) No person shall engage in a business or commercial activity(s), the sale or rental of commodities, supplies or services, or such activity deemed as a business or commercial use whatsoever as defined herein within the limits of or upon the Airport without first having a current contract, lease or other written binding agreement with the City.

b) A person or persons using the Airport or furnishing services to the public shall not discriminate or permit discrimination against another person or group of persons on the grounds of race, creed, color, national origin, gender, religion, disability, or in a manner prohibited by Part 21 of the Regulations of the Secretary of Transportation and Title VI of the Civil Rights Act of 1964, inclusive of amendments thereof. Further, that an authorized business or commercial activity shall comply with, but not be limited to, compliance with the following City administrative policies; Drug Free Workplace; Sexual Harassment; Smoke Free Workplace; Equal Employment Opportunity Plan; Drug Abuse Policy; and, Workplace Violence Policy.

c) In the event of noncompliance with the provisions herein, the City reserves the right to implement such legal actions as deemed appropriate inclusive of such actions as the Federal Government may direct to enforce compliance.

d) A person engaging in an aeronautical activity for furnishing services to the public upon the Airport shall assure said service(s) is conducted as a fair, equitable and non-discriminatory basis to users thereof. Further, such activity(s) or service(s) shall be fair, reasonable inclusive of non-discriminatory pricing charged for each unit or service; provided that reasonable and non-discriminatory discounts, rebates or other similar types of price reductions may be made available to volume purchasers.

e) A person engaging in a business or commercial activity upon the Airport shall possess insurance coverage as set forth in Section 53.19, in the lease, contract or other written agreement with the City of DeKalb.

f) Person(s) desiring to engage in a business or commercial operation upon the Airport shall furnish the City of DeKalb with a complete and current financial statement which shall reflect the financial structure of the operation together with a statement of financial history that will adequately demonstrate the management capability and financial feasibility of the proposed operation. The City of DeKalb reserves the right to be the sole judge of what constitutes proper and adequate financial qualifications for an operation proposed.

g) Person(s) desiring to engage in a commercial or business operation shall be assessed fees by the City for the privilege and right to operate upon the Airport and for facilities or space used as a result thereof. In accordance with the fee schedule and associated charges as prescribed modified, changed, deleted or amended in a written agreement with and determined by the City.

h) The City reserves the right to inspect business operations located on Airport property in accordance with the provisions established in Section 53.12, a).

i) Person(s) engaged in commercial or business operations shall G25 furnish proof of sufficient experience in the field for which a contract with the City is being sought.

j) Commercial or business operations must endeavor to provide a profitable business while supplying safe, efficient services for the users of DeKalb Taylor Municipal Airport while serving the promotion and advancement of the Airport.

53.19 COMMERCIAL OPERATION REGULATIONS.
a) Commercial Business Tenants desiring to engage in general aviation commercial operations or non-
aviation commercial or business, shall comply with the following minimum standards for compliance:

1. Commercial Business Tenant(s) shall be able to provide a minimum investment in aircraft used
   for the following services in operating privileges: Flight Training - $25,000*; Aircraft Rentals - $15,000*;
   and, Parts & Equipment - $50,000. (Asterisk denotes these items may be combined). Allowances may be
   granted by the Owner for use of dual-purpose flight equipment. In the event instrument flight instruction is a
   part of the contract privileges, equipment investment may be permitted if the business owns and provides a
   flight simulator.

2. Commercial Business Tenant(s) shall employ the minimum number of personnel possessing good
   moral character, properly trained and competent to perform their assigned duties in conducting the following
   aircraft services: Office staff - One full-time employee; *Flight Training - One full-time employee; and,
   *Aircraft Rentals - One employee. (Asterisk denotes Owner may permit allowance for properly qualified
   personnel to serve in a dual-purpose role).

3. Commercial Business Tenant(s) contracting for flight training privileges shall be required to
   register with the City of DeKalb on forms provided by the Airport Manager and provide the following: (02-58)

   A minimum of two (2) single engine training aircraft.

   A FAA Certified Ground School Instructor.

   Conduct a classroom ground school instruction for trainees, or assure that alternate approved
   ground school instruction is available.

   Possess a minimum of $1,000.00 in office and ground school equipment.

   An annual fee of Thirty Dollars ($30.00) per instructor.

   For Aircraft Rental, an annual fee for each aircraft per the following schedule:

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<table>
<thead>
<tr>
<th>Aircraft Horsepower</th>
<th>Annual Fee</th>
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<tr>
<td>200 or less</td>
<td>$240.00</td>
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<td>201 to 360</td>
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<td>461 to 561</td>
<td>$600.00</td>
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<td>561 or over</td>
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   Fees shall be due and payable by May 1st of each year. A first year fee for an instructor
   or aircraft commencing after October 1st shall be reduced by one-half, with the full
   annual fee due the following May 1st. (02-58)

4. Commercial Business Tenant(s) contracting for air taxi privileges shall be required to provide an
   FAA ATCO Certificate permitting the carrying of passengers in known IFR conditions.

5. Commercial Business Tenant(s) contracting for aircraft maintenance service (power plants,
   aircraft avionics, etc.) Shall provide the following:

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FAA designated aircraft maintenance inspector.

Employ a minimum of one trained and certified mechanic or technician competent to perform the assigned duties.

A heated building no less than 4,000 square feet in area.

Possess a minimum investment of $10,000.00 in necessary machinery, equipment and tools sufficient to conduct the services being provided.

6. Commercial Business Tenant(s) contracting for the dispensation of fuel and/or consumables shall provide the following:

   Equipment certified by the State Fire Marshall and the City.

   Employ a minimum of two trained and certified employees competent to perform assigned duties.

   Employ the necessary personnel to provide dispensing of fuel beginning at dawn and ending at dusk.

   Provide required storage tanks, certified and approved by agencies having jurisdiction, sufficient to provide Jet fuel and 100-octane aviation fuel, with minimum available capacities of 10,000 and 8,000 gallons respectively.

7. Commercial Business Tenant(s) contracting for an operating privilege shall provide the required insurance coverage as deemed appropriate by the City pertaining to their specific services and the following:

   Name the City as an additional insured on all policies. The amounts, form and insurer of said coverage shall be set forth in the lease, contract or written agreement as approved by the City.

   In the event a required insurance policy is discontinued or canceled, said policy shall be conditioned that such changes in policy shall not be materially changed without first notifying the City with thirty (30) days prior written notice that such changes will occur.

   Commercial Business Tenant shall supply the City with proof that the aircraft maintained for the purpose of leasing or renting and also additional aircraft to be used for flight instruction is insured for liability due to commercial business tenant negligence or their strict liability. Further, a certificate shall be delivered to the City containing a stipulation that the coverage shall not be canceled or materially changed without first providing written notice to the City at least 30 calendar days prior to said changes.

   Commercial Business Tenant assumes risk of loss, damage or injury, by fire, natural disaster or otherwise, to persons or property, by reason of management, control or operation upon the Airport by the commercial business tenant, and releases the City, its officers, employees and agents, from claims for such loss, damage to or injury sustained by the commercial business tenant or a person(s) whomsoever.

   Commercial Business Tenant agrees to hold harmless and indemnify the City, its officers, employers and agents against claims for such loss, damage or injury sustained by the tenant, or
by an agent or employee of the tenant, or by a person(s) whosoever, when such injury, damage or loss is due to the negligence or fault of the tenant.

8. Specific types of coverage applicable to commercial business operational activities shall provide the following minimum amounts of coverage, not limited to but including:

- **Comprehensive Liability** -
  - Bodily injury liability, for injury or wrongful death to a person - $1,000,000
  - Bodily injury liability, for injury or wrongful death to more than one person - $1,000,000

- **Property Damage Liability** -
  - For damages arising out of injury or destruction of property per occurrence - $1,000,000

- **Hangar Keeper’s Insurance** -
  - Per aircraft - $200,000
  - Per occurrence - $200,000

- **Worker’s Compensation** -
  - Coverage to meet or exceed full statutory liability of the tenant.

Minimum insurance requirements for all Flight Schools and Aircraft Rental businesses at the airport shall be:

- $1,000,000 Comprehensive Liability
- $100,000 per person Liability Coverage
- $200,000 Hangar Keepers Liability (if applicable)
- $1,000,000 Property Damage Liability

9. Commercial Business Tenant(s) contracting for operating privileges shall:

- Pay associated costs, charges and premiums for insurance as required in this Section; utilities; rubbish/waste disposal; cable television or satellite hookups, or other fees directly serving the leased space.

- Shall pay associated fees and provide maintenance (in accordance with locally adopted building code requirements) for the exterior shell and interior spaces of a building, which is leased with the City, unless otherwise agreed to in writing by the City. In the event a commercial business tenant occupies a portion of a building, responsibility for fees and maintenance for only that portion of said structure is required.

10. Commercial Business Tenant(s) in possession of a current and valid contract with the City shall not assign, sublet or release the contract to another without first obtaining the expressed and written consent of the City.

11. Commercial Business Tenant(s) shall provide full-time management to conduct the business and promote their specific operating privileges.

12. Commercial Business Tenant(s) shall maintain current accounting records and shall make said records available for inspection by the City within twenty-four (24) hours after receiving verbal or written
notice of a request to view same.

13. Commercial Business Tenant(s) in violation of City ordinance, contract, or written agreement with the City, or are the subject of a Petition of Voluntary or Involuntary Bankruptcy, becomes insolvent, in violation of the provisions of the Federal Aviation Regulations, federal, state, county or local law relative to an authorized commercial or business operation upon the Airport, shall be subject to termination of existing contractual agreements with the City, whether or not specifically provided for in said agreement, at the sole discretion of the City.

14. Commercial Business Tenant(s) shall promptly pay accounts to creditor(s) in accordance with the terms agreed upon therewith. Failure to do so will be deemed as a violation of this ordinance.

53.20 AERONAUTICAL COMMERCIAL ACTIVITIES.

a) Two categories of aeronautical activities designed to facilitate competent promotion of aeronautical activities through separate business related ventures are established herein. One category is entitled “Required Primary Services (FBO)”, as prescribed in this Section 53.20 a), 1, Fixed Base Operator (FBO) regulations. The second category is entitled “Optional Specialty Services (LFBO)”, as prescribed in this Section 53.20, a), 2, Limited Fixed Base Operator (LFBO) regulations. Person(s) desiring to conduct business as either an FBO or an LFBO upon the Airport shall be required to supply the service or services as prescribed herein. Further, no person will be permitted to engage in an FBO or LFBO business activity upon the Airport without first successfully executing a contract in compliance with the categories as listed herein, with the City.

1. Required Primary Services (FBO):
   - The sales, rental and leasing of aircraft and the related sale of aircraft supplies and accessories.
   - Operations including flight training, charter and/or taxi services.
   - Maintenance activities including repair, overhaul, rebuilding and modification of aircraft and aircraft engines.
   - Aviation fuel dispensing and sales, oil sales and other miscellaneous service activities.
   - Transient tie-down services.

2. Optional Specialty Services (LFBO):
   - Scheduled air passenger service.
   - Aerial photography.
   - Industrial survey or sightseeing service.
   - Agricultural spraying.
   - Aviation commercial painting.
   - Aviation interior repairs and upholstery.
   - Avionics or radio repair.
Propeller repair.

Scheduled airfreight services.

Other specialty services approved by the City.

3. Certificate Requirements:

A person(s) desiring to conduct a flight school or engage in student training in aviation shall comply with the Regulations as set forth in the Federal Aviation Regulations.

A person(s) desiring to conduct maintenance services for the repair of aircraft engines, airframes, propellers, instruments, accessories, avionics or radios, shall comply with Federal Aviation Regulations, Part 145, and shall possess a current and valid “Repair Station Certificate” issued by the Federal Aviation Administration office authorized to approve such activity.

A person(s) desiring to fly aircraft “for hire”, for use in transporting people or property shall comply with Federal Aviation Regulations, Part 135, as applicable to “Air Taxi Aviation Operators” and shall possess a current and valid “Air Taxi/Commercial Operator” operating certificate issued by the Federal Aviation Administration office authorized to approve such activity.

4. Responsibility(s) of Fixed Base Operator.

Rent and associated contractual fees shall be paid promptly to City.

Insurance policy(s) current and valid as per this ordinance.

 Shall accept moral and financial responsibility(s) of its operations and shall hold the City harmless of liability incurred by its operations.

 Shall furnish the City (upon request), with regular monthly finance statements accurately detailing financial stature and results of the operations of the business.

5. Special Provisions

The City may, at its sole discretion, determine the need for a specialty service at the Airport. If such a service is deemed necessary, the Owner may authorize such special service upon the Airport.

Proposals for Fixed Base and Limited Fixed Base Operations shall include sufficient leased areas and buildings necessary to accommodate said services. In the event such leaseable areas and/or buildings are not available, the proposed operation shall be prohibited from engaging in a special service until such time as adequate and required facilities are available.

Fixed Base Operators operating upon the Airport owned and controlled by agreement with the Owner, shall in so far as possible, be granted similar and competitive leases and operating privileges. The authorization of such leases are intended to assure a non-preferential advantage is created among different FBO’s and that the primary determinant of success shall be founded by
ethical, sound and acceptable business practices.

53.21 NON-COMMERCIAL AVIATION OPERATIONS.

a) Corporate and private company aviation operations, through a lease agreement, contract or other written authorization by the Owner, may conduct such operations as flight instruction, aircraft maintenance and/or aircraft servicing, etc. Such activities shall be restricted solely to services provided for their own corporate/company employees and/or aircraft.

b) Not-for-profit flying clubs possessing written authorization from the Owner, may obtain approval to conduct flight instruction and/or aircraft maintenance for club members and club aircraft except when such services are prohibited by a lease or other contractual agreement.

c) No person shall engage in aviation services, except for those persons who possess a particularly special skill, not offered by businesses under a commercial contract with the Owner who are authorized by the Owner to engage in such special skill activities on a part-time basis less than forty (40) hours per month.

53.22 OPERATIONS GENERAL COMMENTS.

a) The standards as herein set forth or as may be reviewed and revised in the future shall at no time be construed to be less than the applicable Federal Aviation Administration Regulations now or then in effect.

b) All commercial and non-commercial operations shall be subject to and comply with all ordinances established by the City of DeKalb concerning the operation of the Airport.

c) The Owner reserves the right to approve the application of the proposed commercial aviation operation, non-commercial aviation operation, or non-aviation commercial operation. Such approval shall take into account the aforementioned standards along with an analysis of the business background, financing and proposed plans for the development of a commercial or non-commercial operation. Final approval by the Owner shall thus be based on an appraisal of the application in regard to the purposes and intent as set forth and based on a commonly accepted business analysis.

53.23 REVISIONS.

The City of DeKalb reserves the right to revise these Rules and Regulations, make changes or waive said Rules and Regulations, without prior notice to the general public.

53.24 SEPARABILITY OF PROVISIONS.

Each section, paragraph, sentence, clause and provision of this code is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this chapter nor any part hereof, other than the part affected by such decision.

(Chapter 53 revised in its entirety by Ord. 99-53)
MINIMUM STANDARDS
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DEKALB TAYLOR MUNICIPAL AIRPORT
MINIMUM STANDARDS

I. INTRODUCTION

A. PURPOSES

The City of DeKalb has adopted these Minimum Standards for the following reasons: To promote health, safety and welfare of the users of DeKalb Taylor Municipal Airport. To assure that a high level of quality and service is maintained by any person offering or desiring to offer aeronautical services at the airport. To provide a basis for determining that all operators and potential operators are treated in a fair and nondiscriminatory manner. To publish and make known the minimum requirements that must be met by anyone desiring to conduct an aeronautical activity business on the airport.

B. DEFINITIONS

Aeronautical activity - any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations.

Airport - Airport as the term is used herein shall mean all land lying within the property boundaries depicted on the approved Airport Layout Plan (ALP) containing all improvements owned by the City of DeKalb and designated by the City for use as a navigational facility known as DeKalb Taylor Municipal Airport, the facilities and boundaries of which may be modified from time to time including privately owned or leased facilities.

Airport Advisory Board - The advisory board established by the City Council to advise the City on airport related activities and the implementation of the Airport Master Plan.

Airport Layout Plan (ALP) - The plan of the Airport showing the layout of existing and proposed airport facilities, as approved by the Federal Aviation Administration and the Illinois Department of Transportation, Division of Aeronautics, which may be modified from time to time.

Airport Manager - The person appointed by the City of DeKalb to manage and supervise the operation of the Airport, or in the absence of the Airport Manager or when so authorized, the designated representative, or the person designated as Acting Airport Manager.
**Airport Owner** - The owner of the Airport is the City of DeKalb.

**Applicant** - Any person desiring to render or engage in aeronautical activity or other service at the airport. Such person shall have completed and submitted any forms or documents as may be required by the City of DeKalb. See Section III hereof.

**City of DeKalb** - City shall mean the City of DeKalb, a municipal corporation.

**FBO** - FBO or Fixed Base Operation shall mean an operation conducted at the Airport pursuant to an agreement with the City of DeKalb to sell aviation fuels and other petroleum products and to furnish one or more of the following services: storage and/or tie-down of aircraft, sale, repair and/or maintenance of new and/or used aircraft, aircraft parts or equipment, radios, instruments and/or electronic equipment, pilot supplies, aircraft charter, rental and/or lease, and flight instruction.

**Lessees or Tenant** - Any person holding a valid lease, easement or similar property interest, from the City of DeKalb, which grants certain rights upon airport property owned by the City.

**Minimum Standards or Minimum Requirements** - The minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity.

**Operator** - Any person conducting a commercial aeronautical activity business upon airport property.

**Person** - Person shall mean any individual, firm partnership, corporation, association, company, (including any assignee, receiver, trustee or similar representative thereof), the United States of America, any foreign government or any state or political subdivision thereof.

**Specialized Aviation Service Operator (SASO)** - is a specialized commercial aeronautical business that may provide one or more of the limited special services described below but shall not engage in the sale of any aviation fuels including auto gas, parking services and/or tie down services to the general public. SASO may engage in the sale of aviation oil and hydraulic fluids

1) Aircraft Maintenance Repair Station – Fixed wing and Helicopter.
2) Aircraft Charter Services
3) Aircraft Rental and Lease Services
4) Avionics and Repair Services
5) Flight Instruction Services
6) Aircraft Sales Services (New and/or Used)
7) Aircraft Storage
8) Miscellaneous Services such as Aerial Advertising, Aircraft Painting, Aerial Photography, Aerial Application, Traffic Reporting, Pilot Service, Air Ambulance Services and/or Aircraft Management

II. STATEMENT OF POLICIES

A. PROHIBITION AGAINST GRANT OF EXCLUSIVE RIGHTS

The City of DeKalb 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 (Note: Further guidance may be found in FAA Advisory Circular AC No. 150/5190-6, Exclusive Rights at Federally Obligated Airports; and Advisory Circular AC No. 150/5190-7 Minimum Standards for Commercial Aeronautical Activities) and the contractual obligations contained in certain agreements between the City of DeKalb, 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 City of DeKalb 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 or any subsequent revisions will be applied objectively and uniformly.

B. EXCLUSIVE FUEL SALES

The City of DeKalb or its assigned 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. Quality control standards will be abided by. The City of DeKalb reserves the right to allow Fixed Base Operator agreements to sell aviation fuel. The City of DeKalb reserves the right to expand the fuel farm at its discretion. The City of DeKalb also reserves the right to establish and modify from time to time, standards and procedures for ensuring adequate quality control regarding the delivery, storage, handling and dispensing of fuel products.

C. CONTRACTUAL OBLIGATIONS WITH U.S. GOVERNMENT

All provisions of leases and agreements and the provisions of this document are subordinate to the City's contractual obligations with U.S. Government and all applicable statutes.
D. OBLIGATION TO ENSURE ORDERLY DEVELOPMENT OF AIRPORT

The City of DeKalb 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 City of DeKalb determines to be in the best interest of the public. The City of DeKalb’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 City deems necessary. The City of DeKalb will not be responsible to any FBO or Tenant for the consequences of any modifications to the Plan or for any airport development resulting there from. Tenants and Lessees of the airport will have the opportunity to contribute input to the ALP revision or update process through the Airport Advisory Board and the City Council.

E. OBLIGATION TO ASSURE HIGH QUALITY SERVICE FOR THE AERONAUTICAL USERS

This is a material consideration in the award of any right to conduct commercial activities by having a professional appearance, deportment, and demeanor. Cleanliness of all facilities and equipment used is critical for all users and aircraft servicing, handling and storage.

III. PROCEDURES FOR APPLICATION TO CONDUCT AN AERONAUTICAL ACTIVITY BUSINESS

A. SUBMISSION REQUIREMENTS

In order to become a business operator, the applicant must demonstrate that they have sufficient management experience and available funds, personnel and equipment to fulfill the terms of their obligations to the City of DeKalb, to comply with these Minimum Requirements, and to provide high quality service in an efficient and competent manner throughout the term in the agreement. The application must be in writing in a form acceptable to the City of DeKalb specifying the following:

* Applicant’s name and address
* Proposed aeronautical services
* Required land area needed for such activity and use proposed
* 5-10 year business plan required
* Names and qualifications of officers and personnel
* Current and valid copies of FAA certificates to be submitted for review
* Start date will concur with commencement of the proposed business.
* Estimated costs of structures and facilities
* Building space to be constructed or leased
* FAA airspace permit, if needed
* Number and type of aircraft to be provided; declaration of intended use
* Proposed parking spaces for customers and employees – (new construction)
* Hours of operation
* Itemization of insurance coverage
* Evidence of financial capability
* Proposed compliance with Storm Water Discharge Permit
* Plan for chemical, contaminant and toxic material storage, containment and disposal; shall comply with all local building codes and NFPA standards

**B. FINANCIAL STATEMENTS**

Evidence must be submitted of financial capability to perform services proposed and financing plans for all proposed structures and facilities; submission of an annual balance sheet and other information as requested by the Airport Advisory Board will be required; the City of DeKalb will be the final judge of qualifications and ability. Qualifications shall consist of proof of at least five years of experience for the services being proposed or recommendation from the Airport Advisory Board.

**C. APPLICATION PROCESS**

Each application shall be submitted to the Airport Manager in a form and manner prescribed by the City of DeKalb. The review of any application will be made at the first regular meeting of the Airport Advisory Board following the completion of review of the application by the appropriate Airport staff. The City of DeKalb may approve, modify or reject any application and so notify the applicant.

**D. WAIVER OF MINIMUM STANDARDS OR REQUIREMENTS**

Any application, which proposes or necessitates a waiver of any requirement stated herein, shall also be submitted to the Airport Manager. The City of DeKalb may impose additional conditions upon any operator desiring a waiver of these Minimum Standards, including appropriate financial guarantees. An agreement may also be approved by the City of DeKalb to permit limited operations
pending completion of permanent facilities, which fully comply with these Minimum Standards.

E. APPROVAL PROCESS

The City of DeKalb will notify the applicant of its decision within 30 days of the meeting at which the application is acted upon.

F. FAA RATINGS AND CERTIFICATES

Applicant must have or be able to secure the necessary certificates and ratings from the FAA and any other required authorizations and shall be required to maintain such certificates and ratings during the term of their agreement.

G. AUTHORIZED ACTIVITIES AND FAILURE TO ENGAGE

Applicants agree to engage only in the business or activity authorized by their agreements. If an Applicant fails to actively engage in one or more of the businesses or activities authorized for more than a 90-day period, a new application must be made to the Airport Manager to revise and reactivate the right to conduct said businesses or activities.

IV. OPERATOR AGREEMENTS

A. AGREEMENT REQUIRED

The operation of any commercial aeronautical activity business on the Airport without a written agreement approved by the City of DeKalb is expressly prohibited.

B. MANDATORY CLAUSES

Agreements that authorize any commercial aeronautical activity business at the Airport shall include the following clauses in addition to all other appropriate provisions.

1. On an annual basis, operators shall submit information deemed by the City of DeKalb to be relevant to their credit worthiness and financial stability, such as a year end report. All operators are required to satisfy the City of DeKalb that they are financially able to perform the services defined in their agreement. This shall include the responsibility to demonstrate continued financial solvency by submitting an annual Financial Statement, credit references, and any other proof the City of DeKalb may require from
time to time. Information provided shall be in a format determined by and acceptable to the City of DeKalb. The City of DeKalb shall be the final judge as to the qualifications and financial ability of any applicant or operator. All Operators agree that the City of DeKalb may undertake such investigation and inspection as it deems necessary and appropriate.

2. All aviation fuels (gasoline or jet) shall be stored in the area on the airport designated by the City of DeKalb as a "fuel farm" in tanks provided by the City of DeKalb. If Operator uses tanks provided by the City of DeKalb, the Operator shall pay the City of DeKalb an appropriate amount as determined by the City of DeKalb for use of such facilities.

3. In addition to compliance with all applicable building, zoning and hazard codes, all improvements to be constructed on any leased premises must be approved by the City of DeKalb as to architectural suitability, location and height with respect to other airport facilities. No improvement will be permitted that in any way interferes with or derogates airport facilities or operations or conflicts with FAA, state or local regulations or policies.

4. Facilities for the storage and disposal of toxic materials and contaminants must comply with all applicable Federal, State and Local regulations, standards and requirements. Operator will obtain all necessary permits for storage and disposal and will provide the City of DeKalb with copies of such permits and evidence of compliance with the terms and conditions thereof. Improper storage or disposal of toxic materials or contaminants shall be grounds for termination of the lease. Operator shall be responsible for the costs of correcting any contamination or damage to the leased and/or adjacent areas caused by improper storage, disposal or use of any such materials.

5. It is clearly understood by the Operator that no right or privilege has been granted, which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any service on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform; after conforming to all applicable Federal, State and Local regulations and requirements, including applicable provisions of this document.

6. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as
amended, and the City of DeKalb reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

7. The City of DeKalb reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Operator in this regard.

8. The City of DeKalb reserves the right to further develop or improve the landing area of the airport as it deems necessary, regardless of the desires or view of the operator, and without interference or hindrance there from.

9. During the time of war or national emergency, the City of DeKalb shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

10. The City of DeKalb reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction together with the right to prevent the Operator from erecting, or permitting to be erected any building or other structure on or adjacent to the airport which, in the opinion of the City of DeKalb, would limit the usefulness of the airport, constitute hazard to aircraft, or conflict with FAA regulations or policies.

11. Insurance Coverage: The City of DeKalb reserves the right to change the required insurance coverage minimums at any time by letter and the Operator shall comply within thirty (30) days from date of notice. All required insurance shall designate the City of DeKalb as an additional insured.

12. The Operator will not assign or otherwise transfer their agreement without first securing written approval from the City of DeKalb.

13. The Minimum Standards shall be subordinate to the provisions of any existing or future agreement between the City of DeKalb, or its predecessors or successors, and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to
the expenditure of Federal funds for the development of the airport.

C. PREVIOUS AGREEMENTS

The provisions of these Minimum Standards 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 these Minimum Standards.

D. FEES

Fees, in an amount to be determined by the City of DeKalb, will be levied on business transacted at DeKalb Taylor Municipal Airport. Payment of these fees will be determined through timely reporting to the City of DeKalb and subject to audit. Fees assessed will be the same for all businesses conducting similar activities.

E. TIME LIMITATIONS UPON AGREEMENTS

The maximum time limit for an FBO or aeronautical activity business agreement shall be twenty (20) years, except for flight training or aircraft rental which shall be two (2) years; PROVIDED that any agreement in excess of five (5) years shall also provide that the City of DeKalb reserves the right every five (5) years during the continuance of any such agreement to change the method of calculating any payments to the City of DeKalb pursuant to the terms of the agreement.

F. USE OF HANGARS AND BUILDINGS

The use of any building and/or hangar shall conform to all applicable airport/local/state/federal regulations including but not limited to; building and fire codes; EPA regulations and storm water discharge permit restrictions. Minimum building space requirements shall be provided in one building unless otherwise agreed to in writing by the City of DeKalb. Minimum automobile parking space requirements will be adequate to park the cars of an average number of anticipated employees working in the building, plus an estimate of the customers expected to visit the operator at any one time in accordance with the City of DeKalb’s Unified Development Ordinance. All Federal, State and Local building codes for short term and long term parking shall be adhered to.

G. INSURANCE

An operator must have and keep current insurance in an amount sufficient to protect the property of the City of DeKalb and protect and
hold the City of DeKalb harmless from any liability resulting from conduct of the aeronautical activity; minimum requirements for any Fixed Base Operation are as follows (WITH A 30 DAY NOTICE OF CANCELLATION CLAUSE TO BE PROVIDED TO "THE CITY OF DEKALB"): 
**DTMA MINIMUM INSURANCE EXHIBIT**

<table>
<thead>
<tr>
<th>INSURANCE COVERAGE REQUIRED:</th>
<th>APPLICABLE TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Airport Premises Liability</strong></td>
<td>- All Operators</td>
</tr>
<tr>
<td>$1,000,000 (Combined Single Limit)</td>
<td></td>
</tr>
<tr>
<td><strong>Workers Compensation (Required Regardless of Independent Contractor Status)</strong></td>
<td>- All Operators</td>
</tr>
<tr>
<td>Statutory Limits as Required by the State of Illinois</td>
<td></td>
</tr>
<tr>
<td><strong>Employer's Liability</strong></td>
<td>- All Operators</td>
</tr>
<tr>
<td>$500,000 Per Accident</td>
<td></td>
</tr>
<tr>
<td>$500,000 Per Employee</td>
<td></td>
</tr>
<tr>
<td>$500,000 Policy Limit</td>
<td></td>
</tr>
<tr>
<td><strong>Medical Payments Coverage (Premise, Aircraft and Auto)</strong></td>
<td>- All Operators</td>
</tr>
<tr>
<td>$1,000 Per Person</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Liability: Owned / Non-Owned and Hired Vehicles</strong></td>
<td>- All Operators</td>
</tr>
<tr>
<td>$1,000,000 (Combined Single Limit / Each Occurrence)</td>
<td></td>
</tr>
<tr>
<td><strong>Fire Legal Liability</strong></td>
<td>- All Operators</td>
</tr>
<tr>
<td>$100,000 (Any one fire)</td>
<td></td>
</tr>
<tr>
<td><strong>Additional Insured / Waiver of Subrogation / Certificates of Insurance</strong></td>
<td>- All Operators</td>
</tr>
<tr>
<td>The City of DeKalb shall be named as Additional Insured on all liability insurance required under these requirements. Such liability insurance shall be on a primary and non-contributory basis. The operator shall provide the City of DeKalb with a certificate of insurance evidencing the insurance requirements, including 30 days written notice of non-renewal or cancellation to the City of DeKalb.</td>
<td></td>
</tr>
<tr>
<td><strong>Aircraft Liability Including Passengers</strong></td>
<td></td>
</tr>
<tr>
<td>Piston</td>
<td>1,000,000 each occurrence, with a minimum of $100,000 per seat specific to each individual aircraft operated</td>
</tr>
<tr>
<td>- Other Than Part 141 Flight School</td>
<td></td>
</tr>
<tr>
<td>- Aircraft Rental</td>
<td></td>
</tr>
<tr>
<td>- Aircraft Sales and Leasing</td>
<td></td>
</tr>
<tr>
<td>- Flying Clubs</td>
<td></td>
</tr>
<tr>
<td>Turbo</td>
<td>$3,000,000 Combined Single Limit / Per Occurrence</td>
</tr>
<tr>
<td>Turbojet</td>
<td>$5,000,000 Combined Single Limit / Per Occurrence</td>
</tr>
<tr>
<td>- Specialized Charter / Commercial</td>
<td></td>
</tr>
<tr>
<td><strong>Hangar Keepers Liability (Based on Largest Aircraft)</strong></td>
<td>- Part 145 Repair (Airframe &amp; Powerplant)</td>
</tr>
<tr>
<td>Piston</td>
<td>$500,000 Per Aircraft / $1,000,000 Per Occurrence</td>
</tr>
<tr>
<td>Turbo</td>
<td>$1,000,000 Per Aircraft / $3,000,000 Per Occurrence</td>
</tr>
<tr>
<td>Turbojet</td>
<td>$3,000,000 Per Aircraft / $5,000,000 Per Occurrence</td>
</tr>
<tr>
<td><strong>Product Liability and Completed Operations</strong></td>
<td>- Part 145 Repair (Airframe &amp; Powerplant)</td>
</tr>
<tr>
<td>Piston</td>
<td>$1,000,000 Per Occurrence / Aggregate</td>
</tr>
<tr>
<td>Turbo</td>
<td>$3,000,000 Per Occurrence / Aggregate</td>
</tr>
<tr>
<td>Turbojet</td>
<td>$5,000,000 Per Occurrence / Aggregate</td>
</tr>
<tr>
<td>- Parachute Services</td>
<td></td>
</tr>
<tr>
<td><strong>Medical Malpractice</strong></td>
<td>- Air Ambulance</td>
</tr>
<tr>
<td>$1,000,000 Per Occurrence / Aggregate</td>
<td></td>
</tr>
<tr>
<td><strong>Environmental Liability</strong></td>
<td>- Aerial Application</td>
</tr>
<tr>
<td>$1,000,000 Per Occurrence</td>
<td>- Self Fueling</td>
</tr>
<tr>
<td>$2,000,000 Per Aggregate</td>
<td></td>
</tr>
<tr>
<td><strong>Professional Liability: Errors and Omissions</strong></td>
<td>- Parachute Services</td>
</tr>
<tr>
<td>$1,000,000 Per Occurrence / Aggregate</td>
<td></td>
</tr>
</tbody>
</table>
H. ADDITIONAL REQUIREMENTS

The conditions and requirements set forth in this section are in addition to those conditions and requirements set forth under the section "STANDARDS FOR SPECIFIC AERONAUTICAL ACTIVITIES" (See Section VI).

V. AIRPORT PROPERTY LEASES

A. MANDATORY CLAUSES

The following clauses must be included in all leases.

1. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as amended, and the City of DeKalb reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

2. The Lessee, OR LESSEE’S personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as covenant running with the land that (1) no person on the grounds of race, gender, religion 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, (2) that in the construction in the use of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, gender, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee, 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 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. In the event of breach of any of the above nondiscrimination covenants, the City of DeKalb shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

3. The lessee agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge
fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discount, rebate or other similar types or price reductions to volume purchasers.

B. ASSIGNMENT OR SUBLET

All Lessees are expressly prohibited from renting or subletting any storage space or other space leased by them which would cause such Lessee, not counting such space, to fall below the minimum space requirements set forth in Section V1 below. No lease may be assigned nor the leased premises sublet without the written consent of the City of DeKalb. Such consent will not be unreasonably withheld.

C. MAXIMUM TERM - INCORPORATION OF STANDARDS

All leases of property, except for hanger leases, must be in writing, with the minimum standards incorporated by reference. All building leases shall be for a maximum term of twenty (20) years, and all ground leases shall be for a maximum term of fifty (50) years. Third party agreements will not be unreasonably withheld, but the agreement shall not exceed the lease’s agreement.

D. ERECTION OF STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS

The right to erect structures or construct improvements on the leased premises is subject to the following conditions:

1. Plans and specifications, sealed by an architect or professional engineer certified by the State of Illinois, must be submitted to and approved by the Chief Building Inspector or a designee prior to the proposed start of construction together with plans for financing the development, plans for controlling any environmental hazards, and all required permits including but not limited to code review and FAA airspace review.

2. The City of DeKalb will notify the Lessee of its decision within 60 days of the submission of all necessary documentation.

3. The cost of constructing any improvements, including but not limited to auto parking, ramps and taxiway access, any necessary permits, utilities and site work will be borne by the Lessee, except in the case of existing Lessees who may be required to relocate their entire operation or any portion thereof
because of airport improvements or conversion of the property on which their operation is presently located to other uses.

E. **FEDERAL GOVERNMENT**

All leases will be subject to the provisions of the City of DeKalb's obligations to the Federal government.

F. **AIRPORT LAYOUT PLAN**

The City of DeKalb reserves the right to approve locations for various types or classes of operations.

G. **TOXIC WASTES**

The Lessee, if applicable, must provide a plan meeting all local, state and federal regulations for the storage, containment and disposal of contaminants and toxic waste.

H. **AIRPORT RULES AND REGULATIONS**

Lessees agree to comply with airport rules and regulations as established and revised from time to time by the City of DeKalb.

VI. **STANDARDS FOR SPECIFIC AERONAUTICAL ACTIVITIES**

A. **GENERAL FIXED BASE OPERATION**

1. An FBO is a business authorized to engage in the sale of aviation fuels and other petroleum products and furnish a full range of aeronautical activities and services and shall engage in a minimum five of the following:

   a. 4,000 square feet of hangar space for the storage of transient aircraft.
   b. FAA approved Part 145 repair station for aircraft airframe and power plant repair.
   c. FAA approved Part 145 avionics and instrument repair.
   d. Aircraft sales and leasing services.
   e. FAA approved Part 141 flight school.
   f. FAA approved Part 61 flight school.
   g. FAA approved Part 135 air taxi.
   h. On-site aircraft interiors.
   i. Pilot supplies.
   j. A/C parts and supplies.
2. The FBO will promptly meet and welcome all arriving aircraft in designated business ramp areas and will provide all necessary services and assistance for at least 9½ hours per day, seven days a week, unless otherwise agreed upon by the City of DeKalb.

3. Facility requirements for the FBO:

   a. Operator must provide building areas for hangaring and repairing aircraft, clean public restrooms, pilot briefing areas, lounges (Pilot Lounge, Passenger Lounge or Passenger Waiting Area), telephones, etc. The total minimum building size for FBO activities shall be 60,000 square feet in a maximum of two buildings.

   b. Equipment – equipment must be maintained for servicing and repairing aircraft, engines and avionics and stored in areas acceptable to the City of DeKalb.

B. MULTIPLE SERVICES

Any person desiring to engage in two or more commercial aeronautical activities must provide as a minimum the following:

1. Building comprising the minimum square footage specified in the following sections for the most demanding activity, plus 50% of the square footage required by these standards for the next most demanding activity and 25% of the square footage required by these standards for each additional activity. Repair stations must provide minimum areas as required by FAA repair shop certification for shop and hangar areas.

2. Ramp area requirements will be determined by the City of DeKalb based on types of activities proposed including adequate paved taxiway access.

3. Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.

4. All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft, except those required for Air Ambulance service and Aerial Application.

5. All requirements and services specifically required for each activity must be provided continually during the hours of operation.
6. The operator will adhere to the operating standards required for each activity.

7. Waivers of the requirements for certain combinations under Multiple Services may be approved by the City of DeKalb.

8. Insurance as specified, see Section IV., G.

C. INDIVIDUAL SERVICES

1. Part 145 Repair Station - Airframe and Power Plant Repair

Any person desiring to engage in the repair and maintenance of aircraft engines and accessories, including the sale of parts necessary therefore, must provide as a minimum the following:

a. At least one FAA certified airframe and power plant mechanic with an Inspector Authorization certificate appropriate for the work to be performed. One full-time employee during business and extended hours, on call for the remainder.

b. Hangar space consisting of at least 3,600 square feet for airframe and power plant repair, aircraft, equipment and parts storage. Adequate office space and customer lounge shall be 800 square feet minimum, not including public restrooms.

c. Hours of operation will be 8 hours per day, 5 days per week and provide for mechanical service after hours on a call basis.

d. A plan meeting all local, state and federal regulations for the storage and disposal of contaminants and other toxic materials.

e. Working capital/letter of credit of at least $50,000 in addition to parts and equipment.

f. A $400.00 annual fee will be paid to the City of DeKalb to perform aircraft maintenance at DTMA.

g. Insurance as specified, see Section IV., G.

2. Part 145 Avionics and Instrument Repair
Any person desiring to engage in the repair and maintenance of aircraft radios, instruments or propellers, including the sale of parts necessary therefore, must hold a FAA repair station certificate and ratings for same and provide as a minimum the following:

a. One FAA certified technician qualified in accordance with the terms of the repair station certificate.

b. Hangar space consisting of at least 5,000 square feet for repair and shop activities, aircraft, equipment and parts storage. Office space and customer lounge shall consist of 800 square feet minimum, not including public restrooms.

c. Hours of operation will be 8 hours per day, 5 days per week and provide for service after hours on a call basis.

d. A plan meeting all local, state and federal regulations to the City of DeKalb for the storage and disposal of contaminants and other toxic materials.

e. Working capital/letter of credit of at least $50,000 not including parts and equipment.

f. A $400.00 annual fee will be paid to the City of DeKalb to perform aircraft maintenance at DTMA.

g. Insurance as specified, see Section IV., G.

3. **Part 135 Air Taxi**

Any person desiring to engage in air-taxi service an FAA Air Taxi-Commercial Operator Certified, Part 135, with appropriate ratings shall provide the following:

a. A chief pilot fulfilling the duties and administrative responsibilities of a "Chief Pilot" as defined by the FAA. Additional pilots must be appropriately rated.

b. One aircraft, of at least 400 HP, meeting all the requirements of the Air Taxi Commercial certificate, instrument operations capability under Part 135, Operator shall own or have a formal lease on these aircraft and meet all the requirements of the Federal Air Regulations, including Parts 135 and 121.

c. Crews and aircraft shall be available and ready for departure at least eight hours per day during normal business hours and at
other times, with standby units and crews available on call within 2 hours notice.

d. Hours of operation will be 8 hours per day, 5 days per week. On-call service shall be provided after normal operating hours.

e. Hangar space of at least 3,600 square feet for the storage of aircraft; including office space.

f. A plan meeting all local, state and federal regulations to the City of DeKalb for the storage and disposal of contaminants and other toxic wastes.

g. Working capital/letter of credit of $50,000 in addition to equipment, parts and aircraft.

h. Insurance as specified, see Section IV., G.

4. **Part 141 Flight School**

All Operators conducting a Part 141 flight school shall provide as a minimum the following:

a. Meet all FAA Part 141 requirements for personnel.

b. Provide proof of minimum office and instructional space of at least 1,000 square feet on the airport to conduct ground school and training.

c. Own or have a formal agreement on one properly certificated aircraft equipped for Part 141 flight instruction.

d. Working capital/Letter of Credit of $10,000.

e. In addition to aircraft liability insurance with a flight instruction endorsement, all persons providing flight training shall also have flight instruction insurance for the instructor in an amount not less than $500,000.

f. An annual fee paid to the City of DeKalb in the amount of Thirty dollars ($30.00) per instructor.

g. Other insurance as specified, see Section IV., G.

5. **Other Flight Training**
All operators conducting Part 61 flight school shall provide as a minimum the following:

a. One pilot with a current commercial flight instructor certificate with appropriate ratings.

b. Own or have a formal agreement on one properly certificated aircraft equipped for flight instruction.

c. Working capital/Letter of Credit of $10,000.

d. In addition to aircraft liability insurance with a flight instruction endorsement, all persons providing flight training shall also have flight instruction insurance for the instructor in an amount not less than $500,000.

e. Other insurance as specified, see Section IV., G.

f. An annual fee paid to the City of DeKalb in the amount of Thirty dollars ($30.00) per instructor.

6. Aircraft Rental

Any person desiring to engage in the rental of aircraft to the public must provide as a minimum the following:

a. One pilot with a current commercial flight instructor certificate with appropriate ratings.

b. Provide proof of minimum office space of 100 square feet on the airport, provided that such space is available, not including public restrooms.

c. Own or have a formal agreement on one properly certificated aircraft equipped for aircraft rental.

d. Working capital/Letter of Credit of $25,000.

e. Insurance as specified, see Section IV., G.

f. An annual fee paid to the City of DeKalb for each aircraft per the following schedule:

<table>
<thead>
<tr>
<th>AIRCRAFT HORSEPOWER</th>
<th>ANNUAL FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 or less</td>
<td>$240.00</td>
</tr>
<tr>
<td>201 to 360</td>
<td>$360.00</td>
</tr>
<tr>
<td>361 to 460</td>
<td>$480.00</td>
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<tr>
<td>--------------</td>
<td>---------</td>
</tr>
<tr>
<td>461 to 561</td>
<td>$600.00</td>
</tr>
<tr>
<td>561 to over</td>
<td>$720.00</td>
</tr>
</tbody>
</table>

7. **Aircraft Sales and Leasing**

Any person desiring to engage in aircraft sales and leasing must provide at least the following:

**a.** One properly certified pilot with appropriate ratings for the types of aircraft to be demonstrated/sold.

**b.** Dealer in new aircraft shall hold an authorized factory, or sub-dealership; a dealership license or permit if required by the State of Illinois; provide for high quality repair and servicing of aircraft during warranty periods along with facilities or have written agreement with a repair shop specializing in the make or aircraft sold.

**c.** Office space of 250 square feet minimum, not including public restrooms.

**d.** Hours of operation will be 8 hours per day, 5 days per week and provide for service after hours on a call basis.

**e.** Working capital of at least $50,000 plus a Letter of Credit of $25,000 in addition to parts, equipment or aircraft.

**f.** A plan (meeting all Local, State and Federal regulations) to the City of DeKalb for the storage and disposal of contaminants and other toxic wastes.

**g.** Insurance as specified, see Section IV., G.

8. **Air Ambulance**

Anyone desiring to undertake an air ambulance service only, excluding other Part 135 services, from the airport must meet FAA FAR Part 135 Air Ambulance requirements.

9. **Specialized Charter or Commercial Service Operations**

Any one desiring to engage in the business of providing aircraft and/or services for specialized aeronautical uses, such as fire fighting or patrol, banner towing, aerial advertising, aerial photography or surveying, power line or pipe line patrol or any other operations
specifically excluded from part 135 of the FAA Regulations but excluding scheduled service, must provide as a minimum the following:

a. An aircraft suitably adapted and certificated for the specific use.

b. At least one properly certificated and trained pilot to perform the specific aeronautical service(s) offered; this pilot may be on call for specific assignments; an office to be attended during operating hours which will be 8 hours per day, 5 days per week and provide for service after hours on a call basis.

c. All licenses, permits or certificates that may be required in connection with the service offered must be kept current and copies kept on file with the City of DeKalb.

d. Banner pick-up and drop procedures are subject to the approval of the City of DeKalb and will be conducted only on those areas of the airport specified by the City of DeKalb.

e. Hangar space of 4,000 square feet for the storage of aircraft; additional 800 square feet for office and customer lounges, not including public restrooms.

f. A plan meeting all local, state and federal regulations to the City of DeKalb for the storage and disposal of chemicals, contaminants and toxic wastes.

g. Working capital of $25,000 exclusive of the value of parts, equipment, aircraft, etc.

h. Insurance as specified, see Section IV., G.

10. Aerial Application

Any person desiring to engage in aerial application operations must hold an Agricultural Aircraft Operator Certificate issued by the FAA under Part 137; comply with the requirements of the State and political subdivisions thereof, and provide as a minimum the following:

a. One person holding current FAA commercial certificates, properly rated for the aircraft to be used and meeting all the requirements of FAR Part 137 and applicable regulations of the State; additional personnel as necessary to assist in the loading and servicing of aircraft.
b. Hangar space of 4,000 square feet for the storage of aircraft; additional 800 square feet for office and customer lounges, not including public restrooms.

c. One aircraft specifically designed and equipped for aerial application and acceptable to FAA for operation under Part 137 certificate and the applicable regulations of the State; aircraft must be owned or leased by formal agreement, and based on the operator's leased property.

d. Subject to the approval of the City of DeKalb, the operator will 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 3,600 square feet for handling of liquid spray and mixing liquids; adequate ground equipment for handling and loading of dusting materials. All facilities will comply with all local, state and federal government controls and requirements. Before commencing operations, the operator will submit to the City of DeKalb a plan for the storage, handling and disposal of chemicals, contaminants and toxic materials including procedures for containment and cleaning up of inadvertent spills.

e. Operator will at all times have in effect, in addition to other required coverage, special insurance coverage in an amount not less than $1,000,000 per occurrence to protect against environmental damages caused by accident, mishap or otherwise and to cover clean-up costs. Further, the operator shall provide a Certificate of Insurance naming the City of DeKalb as an additional insured, with hold harmless clause in favor of the Airport, its officers and employees including a minimum of 10 days prior notice of cancellation shall be filed with the Airport Management; number and type of aircraft: evidence that aircraft are properly certificated; evidence that ownership is vested; and operating rules of the business.

f. All facilities associated with the aerial application operation will be located on the airport in a location, which will provide the greatest protection to the public and shall have prior approval of the City of DeKalb.

g. Working capital/letter of credit of $50,000 not including equipment, parts, facilities and aircraft will be required.

h. Insurance as specified.
11. Parachute Services

Any one desiring to engage in the business of providing aircraft and/or services for parachutists must provide as a minimum the following:

a. An aircraft suitably adapted and certified for the specific use.

b. At least one properly certificated and trained pilot to perform the specific aeronautical service offered; this pilot may be on call for specific assignments; an office to be attended during operating hours which will be 8 hours per day, 5 days per week and provide for service after hours on a call basis.

c. All licenses, permits or certificates that may be required in connection with the service offered must be kept current and copies kept on file with the City of DeKalb.

d. Drop zones are strictly prohibited on airport property.

e. Hangar space of 4,000 square feet for the storage of aircraft; additional 800 square feet for office and customer lounges, not including public restrooms.

f. A plan meeting all local, state and federal regulations to the City of DeKalb for the storage and disposal of chemicals, contaminants and toxic wastes.

g. Working capital of $25,000 exclusive of the value of parts, equipment, aircraft, etc.

h. Insurance as specified, see Section IV., G.

12. Self-Fueling:

Anyone desiring to exercise the owner's right, under the Federal Aviation Administration's Airport Compliance Requirements, to self-fuel aircraft must provide as a minimum the following:

a. Proof of ownership of the aircraft to be fueled.

b. Proof of ownership of any refueller(s), weighing less than 35,000 lbs, properly licensed by the State of Illinois to transport fuel and equipped with a meter certified to measure gallons pumped.
c. Proof that the person(s) who will be transporting fuel and performing the fueling of aircraft is the owner of the aircraft and/or are employees of the owner of the aircraft and are properly licensed by the State of Illinois to transport fuel and have a quality control plan on file with the City of DeKalb.

d. A plan meeting all local, state and federal regulations for the containment and clean up of any inadvertent spills shall be submitted to the City of DeKalb.

e. All licenses and permits required by Federal, State or local governments for transportation of fuel shall be secured and kept current; copies of all required certificates, permits or licenses shall be submitted to the City of DeKalb.

f. Insurance coverage in an amount not less than $1,000,000 per occurrence to protect against environmental damages caused by accident, mishap or otherwise and to cover clean up costs and vehicle insurance coverage in an amount not less than $1,000,000 shall be submitted to the City of DeKalb. The City of DeKalb reserves the right to adjust minimum insurance requirements and may be updated annually to meet current industry standards.

g. A deposit or bond equal to the deductible of the environmental damage insurance.

h. Off Airport storage for the refueling truck.

i. A daily log listing the quantity of fuel pumped by the N#(s) of aircraft for the prior month; not later than the 15th of every month.

j. Notification to the Airport at least 20 minutes prior to the self fueling operation, to allow the Airport the opportunity to observe the before and after readings on the flow meter.

k. Fuel flow fee will be equal to 3 times the FBO fuel flow fee for transient aircraft.

l. All personnel that operate fuel farms (which include the accepting of delivery of fuel) and any fuel truck shall have formal and certified training in said operation before performing those functions. All individuals shall also have annual recertification and training. The owner or contract operator of the equipment and/or the employer of said personnel shall present to the
airport a list of all persons that have been trained and certified to operate any component of the fuel system on an annual basis, and documentation regarding the training basis utilized. Training basis shall be a recognized training system or curriculum in the aviation industry.

m. Operator shall show quality control measures with proof of documentation for fueling equipment including daily sampling, draining of sumps and regular maintenance and replacement of filters.

D. FLYING CLUBS

All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these Minimum Standards and the Airport Rules and Regulations. However, they shall be exempt from regular FBO requirements only upon satisfactory fulfillment of the conditions stated herein.

a. 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. The ownership of the aircraft must be vested in the name of the flying club (or owned ratably by all of its members). The proper 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.). 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.

b. 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. 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 a lessee based on the Airport who provides flight training. 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.
c. 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.

d. The Flying Club, with its permit request, shall furnish the Airport Manager a copy of its charter and bylaws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or a list of members, including names of officers and directors, to be revised on a semi-annual basis. The Flying Club shall procure and maintain at all times, certificate of insurance in the following minimum amounts:

<table>
<thead>
<tr>
<th>Public Liability</th>
<th>$100,000/$500,000 per person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability</td>
<td>$300,000/$1,000,000 per accident</td>
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<tr>
<td>Property Damage</td>
<td>$100,000/$200,000</td>
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</table>

Further, The Flying Club shall provide a Certificate of Insurance naming the City of DeKalb as an additional insured, with hold harmless clause in favor of the Airport, its officers and employees (10 days prior notice of cancellation shall be filed with the Airport Management; number and type of aircraft: evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by the Airport Director or his authorized agent.

e. A flying club, which violates any of the foregoing, or permits one or more members to do so, will be notified to terminate all operations at DeKalb Taylor Municipal Airport.

VII. FUELING OPERATIONS

A. FUEL FARM

B. TRAINING

C. SECURITY OF FUEL TRUCK

D. QUALITY CONTROL

VIII. NON-AERONAUTICAL ACTIVITIES

Non-aeronautical activities are not addressed in these Minimum Standards and will be addressed on a case-by-case basis.

IX. VEHICULAR OPERATIONS
• No persons shall operate vehicles of any kind, including ramp equipment, on the airport unless possessed of a valid Illinois driver's license.

• Private vehicles are allowed on ramp areas only with permission of airport or lessee, and then only for the purpose of loading, unloading, self-fueling or self-maintenance. Vehicle presence on ramp for such activity shall be kept to a minimum.

• Speed shall not exceed 10 mph and vehicles shall not be operated in a reckless or negligent manner.

• No vehicle shall be left unattended and parked on any ramp or tie-down area. Ramp equipment is exempt from this rule, but such equipment must be parked in designated areas.

• Aircraft shall have right-of-way over all other traffic on runways, taxiways, ramps and aircraft parking areas.

• All vehicles operating on the airport during hours between sunset and sunrise shall be equipped with operating headlights and tail lights visible for at least 500’.

X. VIOLATIONS

XI. VIOLATIONS OF MINIMUM STANDARDS

The Airport Manager shall investigate any alleged violations of these minimum standards or the terms of any agreement or lease entered into pursuant to these standards and report his/her findings and recommendations to the Director of Public Works, who shall then report these findings to the City Manager. The Lessee, Tenant, or Operator will be notified by the City of the Airport Manager's findings and will be given a reasonable amount of time within which to cure any violation depending on the nature of the deficiency. Safety related issues will be acted upon immediately. The City of DeKalb reserves the right to invoke emergency measures at the cost of the responsible party. Failure to comply with the City's order will be grounds for cancellation of the agreement or lease and termination of the right to conduct aeronautical activities at the airport. The City also expressly reserves the right to waive or modify any provision contained in these Minimum Standards.

By the approval of these Minimum Standards, the City of DeKalb has not created any private right of action with respect to the enforcement of these Minimum Standards.

A. APPEAL PROCESS
The Airport Advisory Board has been duly established by the City Council of DeKalb, Illinois. The Board is authorized to take action on appeals with regard to this Ordinance. Rules and procedures governing the conduct of the Board are contained in its adopted bylaws and as may be amended from time to time.

An appeal may be taken to the Board by any person aggrieved, or by an officer, department, board or commission of the City affected by a decision of the Airport Manager or other City staff member relative to this Ordinance. Such appeal shall be taken within forty-five (45) days of the action complained of by filing with the Director of Public Works a notice of appeal, specifying the grounds thereof. The Public Works Director shall forthwith transmit to the Board all of the papers constituting the record upon which the appeal action was taken.

An appeal shall stay all proceedings in furtherance of the action that has been appealed, unless the Director of Public Works certifies to the Board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property, in which case the proceedings shall not be stayed otherwise than by a restraining order, which may be granted by a court of record on application, on notice to the Director of Public Works and on due cause shown.

The Board shall hear appeals under this Ordinance and as to any such appeal shall follow the rules herein contained.

The Board shall hear an appeal at one of their regularly scheduled meetings and give due notice thereof to the parties and shall render a decision of the appeal without unreasonable delay. No hearing shall be held upon an appeal unless the parties thereto receive at least seventy-two (72) hours advance notice of such hearing. Any party to the proceeding may appear and testify at the hearing, either in person or by duly authorized agent or attorney.

The Board may reverse or affirm wholly or partly or may modify or amend the order, requirement, decision, or determination appealed from to the extent and in the manner that the Board may decide to be fitting and proper, and to that end the Board shall also have all the powers of the officer from whom the appeal is taken. The concurring vote of seven (7) members of the Board shall be necessary to reverse any order, requirements, decision or determination of the Airport Manager or other City staff member or to decide in favor of the applicant.

All final orders, requirements, and decisions of the Board shall bear the signature of the Chairman (or Acting Chairman if the Chairman is
unavailable). It shall be the duty of the secretary of the Board to give proper notification of the final orders, requirements, and decisions and draft them if so instructed by the Board.
# Intergovernmental Personnel Benefit Cooperative

## Illustrative Premium Equivalent Rates

**City of Dekalb**

**Jul-09 through June-10**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Current Rate</th>
<th>Volume/Covered Lives</th>
<th>Amount Payable</th>
<th>Renewal Rate</th>
<th>Volume/Covered Lives</th>
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<td><strong>Dental - All Groups</strong></td>
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</tbody>
</table>
### Illustrative Premium Equivalent Rates

**City of Dekalb**

**Jul-09 through June-10**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Current</th>
<th>Renewal</th>
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</thead>
<tbody>
<tr>
<td><strong>Benefit Fund Distribution</strong></td>
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*Total 2009-2010 premium number on bottom of funding sheet may not match your ACH debit due to your reported changes in enrollment.*
EXHIBIT C – FEES FOR FLIGHT INSTRUCTORS AT DEKALB TAYLOR MUNICIPAL AIRPORT

Chapter 53 Airport Rules and Regulations – Page 17 states: Annual fee of $30 per Flight Instructor.

DeKalb Taylor Municipal Airport – Minimum Standards – Page 21 under Flight School states – Annual fee of $30 per Flight Instructor