

## **FOREWORD**

The Lewis University Airport is owned and operated by the Joliet Regional Port District, hereinafter referred to as the "District". The Airport is operated as a "Public Use" Airport for the use and convenience of transient and local tenant Aircraft as well as business and commercial tenants.

The "District" operates the Airport on a user fee basis in conformance with Federal and State regulations. Additional local rules and regulations are necessary to assure the safe and orderly ground and air operations.

The Airport is intended to contribute to local and regional economic development and to provide a cost effective public air transportation facility.

## **AN ORDINANCE ENACTING RULES AND REGULATIONS OF THE LEWIS UNIVERSITY AIRPORT OWNED AND OPERATED BY THE JOLIET REGIONAL PORT DISTRICT**

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## **SECTION ONE**

### **PURPOSE**

The Joliet Regional Port District owns and operates the Lewis University Airport. The "District" purchased the Airport on April 15, 1989.

Requirements for managing, administering, and policing the Airport are necessarily different from other properties of the "District".

Public and tenant access to the Airport is necessary, but restrictions to certain operational and work areas is mandatory to assure flight and ground safety. Restricted access areas must be clearly defined and visually identified to prevent casual or inadvertent incursion. Airport roads and vehicular parking areas should be clearly marked.

Compliance with necessary restrictions can only be achieved by using the municipal ordinance power of the "District" for enforcement. The administration and compliance with the rules and regulations in this ordinance is the responsibility of the "Director of Aviation" appointed by the "District".

Reference to public restrictions to certain Airport operational areas is not to be construed as limiting or qualifying the public use or character of this Airport.

The purpose of this ordinance is to create local rules and regulations necessary for:

- 1.1 the administration and management of those portions and areas of the Airport where public or tenant access is restricted;
- 1.2 proper policing of restricted as well as general public and tenant use areas;
- 1.3 policing all areas of the Airport.

## SECTION TWO

### DEFINITIONS

The following terms as used in this ordinance shall have the following meanings:

2.1 AIRCRAFT shall mean and include any and

all federally certified contrivances now or hereafter used for the navigation of, or flight in, air or space, including but not limited to airplanes, lighter-than-air craft, helicopters, gliders amphibians and seaplanes.

2.2 AIRPORT shall mean the land and improvements owned or otherwise occupied by the District and designated by the District for use as an avigational facility known as Lewis University Airport, the facilities and boundaries of which may be modified from time to time.

2.3 AIRPORT RULES AND REGULATIONS shall mean provisions of this ordinance.

2.4 CHARTER FLIGHTS shall mean those flights other than regularly scheduled airline service for hire on which cargo and passengers are carried.

2.5 COMMERCIAL ACTIVITY shall mean any and all activity including Commercial Aviation Activity and activity conducted at or from the Airport by any Person in which any product is sold or exchanged or any service is provided for users of the Airport and its facilities for monetary gain or exchange of goods or services.

2.6 COMMERCIAL AVIATION ACTIVITY shall mean any and all activity, including that not engaged in with a view to profit, conducted at or from the Airport by any Person in furtherance of commercial aviation, including the operation of a Fixed Base Operation, maintenance, repair or

servicing of Aircraft or the component parts of Aircraft, Aircraft sales, Aircraft parts or equipment sales, the provision of scheduled or nonscheduled air carrier passenger, charter flights, freight, express package, courier or mail service, student flight instruction, communications, aerial photography and mapping, or any other commercial flight operation.

2.7 COMMERCIAL OPERATING AGREEMENT shall mean a written instrument under which the District grants to a Person the authority to engage in Commercial Activity at the Airport.

2.8 COMMERCIAL PHOTOGRAPHY shall mean any photography for any purpose at or from (of) the Airport which would be construed as a Commercial Activity.

2.9 DIRECTOR OF AVIATION/DIRECTOR shall mean the chief operating officer in charge of the operation of the Airport, appointed by the District. or in his absence. the Person acting as the Operations Manager.

2.10 DISTRICT shall mean the Joliet Regional Port District which owns and operates the Lewis University Airport.

2.11 FIXED BASE OPERATION shall mean an operation conducted at the Airport by a Person having the permission or obligation under an existing Airport lease, storage agreement or other form of written agreement to furnish some or all of the following services: storage and/or tie down of Aircraft, repair and/or maintenance of Aircraft, the sale of new and/or used Aircraft, the repair sale and/or maintenance of Aircraft radios, instruments and/or electronic equipment,

Aircraft charter, rental and/or lease, or other aviation related services.

- 2.12 FLYING CLUBS shall mean a State of Illinois registered, nonprofit entities (corporations, associations or partnerships) organized for the express purpose of providing its members with an Aircraft or Aircraft for their Personal use and enjoyment only. The ownership of the Aircraft, or Aircraft, must be vested in the name of the flying club (or owned ratable by all its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its Aircraft than the amount for the operation, maintenance and replacement of its Aircraft. A flying club qualifies as an individual under the grant assurances and, as such, has the right to fuel and maintain the Aircraft with its members. The District has the right to require the flying club to furnish such documents, insurances policies, and maintain a current list of members as reasonably necessary to assure that the flying club is a nonprofit organization rather than a FBO masquerading as a flying club.
- 2.13 FUEL DELIVERY shall mean the delivery of Petroleum Products by third party vendors on the premises of the Airport.
- 2.14 FUEL STORAGE AREA shall mean and include those portions of the Airport designated temporarily or permanently by the Director of Aviation as areas in which gasoline, jet fuel, or any other type of fuel may be stored.
- 2.15 JET AIRCRAFT shall mean and include any and all Aircraft which are not propeller driven and which accomplish motion entirely

as a direct reaction of the turbine jet thrust.

- 2.16 OPERATIONAL AREA shall mean that area of the Airport, including runways and taxiways, designated by the Director of Aviation to be used or intended to be used for aeronautical activity, including the landing, takeoff, runup, or surface maneuvering of Aircraft and which areas have not been leased to anyone for their use and other areas adjacent to the runways and taxiways.
- 2.17 OPERATIONS MANAGER shall mean the Person designated by the Director of Aviation in charge of enforcing the rules and regulations concerning the Airport and its operations in the Director of Aviation's absence.
- 2.18 OPERATOR shall mean any Person responsible for or in control of any Aircraft on, or in the vicinity of Lewis University Airport for any purpose whatsoever.
- 2.19 PERMISSION shall mean prior written permission granted by the Director of Aviation or the Operations Manager.
- 2.20 PERSON shall mean any individual, firm, partnership, corporation, association or company (including any assignee, receiver, trustee or similar representative thereof) or the United States of America or any foreign government or any state or political subdivision thereof.
- 2.21 PETROLEUM PRODUCTS shall mean any Aircraft or Vehicle fuel or engine lubricant delivered to or dispensed at the Airport.
- 2.22 PUBLIC AIRCRAFT PARKING AREA shall mean and include those portions of the Airport designated and made available temporarily or permanently by the Director

of Aviation to the public for the parking or storage of Aircraft.

2.23 PUBLIC APRON AREAS shall mean and include those portions of the Airport designated and made available by the Director of Aviation to the public for loading or unloading of passengers and/or cargo on and from Aircraft.

2.24 PUBLIC VEHICULAR PARKING AREA shall mean and include those portions of the Airport designated and made available by the Director of Aviation to the public for the parking of Vehicles.

2.25 REFUELING shall mean the transporting and dispensing of Petroleum Products on the Airport for the purpose of fueling, and defueling of Aircraft at the Airport.

2.26 SELF-REFUELER shall mean any Vehicle or device used for the purpose of Refueling an Aircraft and the use of which is authorized by a valid permit issued by the Director of Aviation.

2.27 SELF-REFUELING shall mean the act of fueling or Refueling or defueling an Aircraft or Vehicle.

2.28 STORAGE AGREEMENT shall mean a written Lease with the District as Lessor.

2.29 TENANT shall mean a Person having a written lease, storage agreement, Commercial Operating Agreement or other possessory agreement with the District.

2.30 THE PORT DISTRICT'S POLICE DEPARTMENT shall constitute any Police Department created by the District pursuant to its statutes, authority, and any other Police Department or law enforcement agency or any municipal or governmental entity which

has contracted with the District by an Intergovernmental Agreement or other agreement for police protection.

2.31 TURBO PROP AIRCRAFT shall mean and include any and all Aircraft which accomplish motion by means of a jet engine having a turbine driven propeller whose thrust may not be supplemented by that of hot exhaust gases released from the engine itself.

2.32 VEHICLE shall mean and include automobiles, trucks, buses, motorcycles, tractors, fuel trucks, bicycles, pushcarts and any other device in or upon which any Person or property is or may be transported, carried or drawn upon land, other than Aircraft.

## **SECTION THREE**

### **GENERAL PROVISIONS**

3.1 ENTRY UPON OR USE OF AIRPORT.

Entry upon the Airport shall be made only at locations designated by the District from time to time. Any entry upon or use of the Airport or any part thereof, with or without permission is conditioned upon compliance with the Airport Rules and Regulations; and entry upon or into the Airport by any Person shall be deemed to constitute an agreement by such Person to comply with the Airport Rules and Regulations.

3.2 STORAGE OF CARGO OR PROPERTY.

Unless otherwise provided in a written agreement with the District, no Person shall use any area of the Airport for storage of cargo or other property without Permission. In the event of a violation of this provision, the Director of Aviation shall have the authority to order the cargo or other property removed, or to cause the same to be removed and stored at the expense of the Person without liability for damage thereto arising from or out of such removal or storage on the part of the District. or its agents or employees.

3.3 FEES AND CHARGES.

Any Person landing or taking off in an Aircraft on or from the Airport shall be responsible for the payment of such fees and charges as may be prescribed by the current District fee schedule.

3.4 PARACHUTE OPERATIONS.

No Person, except in an emergency, shall descend by parachute and land within or upon the Airport without Permission.

3.5 AIRCRAFT PARTS OR EQUIPMENT.

No Person shall disturb, move or remove any Aircraft parts or other equipment found on

the Airport or as a result of a Aircraft accident, until written release of the Aircraft, or parts thereof, by the Director of Aviation and the National Transportation Safety Board or the Federal Aviation Administration.

3.6 LIABILITY. The District shall not be responsible for loss, injury or damage to Persons or property by reason of fire, theft, vandalism, wind, snow, ice, flood, earthquake or collision damage. The District shall not be liable for the injury to any Person while on the Airport or using any Airport facilities.

## SECTION FOUR

### COMMERCIAL ACTIVITY

- 4.1 COMMERCIAL ACTIVITY. No Person shall engage in a Commercial Activity whatsoever within the limits of the Airport without a current Commercial Operating Agreement, lease, storage agreement or other written agreement with the District permitting such activities.
- 4.2 NON DISCRIMINATION. No Person shall, in the use of the Airport or any of the facilities located thereon, shall discriminate or permit discrimination against any other Person or group of Persons on the grounds of race, color, creed, national origin, 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. In the event of noncompliance with the above the Director of Aviation shall, on behalf of the District, take such action as may be necessary to enforce such compliance.
- 4.2.1 NON DISCRIMINATION. No Person shall engage in any Commercial Aviation Activity for furnishing service to the public at the Airport unless:
- a. said service is conducted on a fair, equal and nondiscriminatory basis to all users thereof; and
  - b. fair, reasonable, and nondiscriminatory prices are charged for each unit or service. Reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions may be made to volume purchasers.
- 4.3 INSURANCE. Any Person engaging in any business, Commercial Activity or commercial storage of Aircraft on the Airport shall carry insurance for the protection of its customers, guests and invites and name the District and its officers, agents and employees co-insured on the policy and also entitled to .a 30 day notice of cancellation, non renewal of policy, change in coverage or other conditions. The type and amount of this coverage shall be as established in the Commercial Operating Agreement, lease, storage agreement or other written agreement with the District or the Director of Aviation. Any Person performing a commercial activity shall maintain, at all times, a certificate of insurance on file at the Airport. The insurance coverage should be with a reputable, licensed insurance carrier in Illinois.
- 4.4 HOLD HARMLESS. Any Person storing an Aircraft or engaging in any Commercial Activity on the Airport shall accept all the operational and financial responsibilities of its Commercial Activity . To the full extent permitted by law such Person shall indemnify and hold harmless the District and its officers, agents and employees from and against claims, any and all damages, losses and expenses including, but not limited to, attorneys fees realized out of the storage of an Aircraft or engaging in any Commercial Activity on the Airport by said Person or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by indemnified party, the District.

4.5 PILOT SCHOOL/STUDENT TRAINING.

A Person desiring to conduct a pilot school or engage in student pilot training in aviation shall have a valid Commercial Operating Agreement with the District and must possess a Federal Aviation Administration issued flight instruction certificate which shall be filed with the Director of Aviation. In addition to said certificate such Person shall be the named insured on a current policy of liability insurance covering P r e m i s e s / O p e r a t i o n s and Products/Completed Operations, in the amount of at least One Million Dollars (\$1,000,000) for bodily injury and property damage and Aircraft liability in the amount of at least One Million Dollars (\$1,000,000) for bodily injury and property damage, including Passenger liability of at least One Hundred Thousand Dollars (\$100,000) per passenger. The District and its agents and employees shall be named as additional insureds entitled to thirty (30) days notice of cancellation, non-renewal of policy, change in coverage or change in other conditions. A Person holding a student pilot certificate will not be permitted to solo an Aircraft from the Airport unless said Person is under the direct supervision of a pilot holding a valid Federal Aviation Administration instructors certificate of the proper rating and grade and must solo in the presence of said instructor or by other means of adequate safe supervision.

4.6 AIRCRAFT MAINTENANCE SERVICE.

Any Person desiring to conduct maintenance service for the repair of Aircraft engines, airframe, propellers, instruments, accessories or radios, shall comply with the provisions of Federal Aviation Regulation Part 145, and shall hold a suitable valid "Repair Station Certificate" issued by the Administrator of the Federal Aviation Administration, authorizing such repair service. Any

maintenance operation shall also have a valid ground lease or storage agreement and Commercial Operating Agreement with the District.

4.7 SMALL AIRCRAFT FOR HIRE.

Any Person desiring to fly [small] Aircraft for hire for the transportation of people or property shall comply with the provisions of Federal Aviation Regulation Part 135 as applied to "Air Taxi" and "Commercial Operators of Small Aircraft" and shall hold a valid "Air Taxi/Commercial Operator" operating certificate issued by the Administrator of the Federal Aviation Administration authorizing such activity.

4.8 LARGE AIRCRAFT FOR HIRE.

Any Person desiring to fly large Aircraft for the transportation of people or property shall comply with the regulations established in Federal Aviation Regulation Part 121, as applied to certification and operation of air carriers and commercial operators of large Aircraft. Any Person shall, upon the request of the Director of Aviation or his or her representative, produce evidence of such certification.

4.9 MANAGEMENT OF COMMERCIAL AVIATION ACTIVITY.

Any Person engaging in Commercial Activity shall endeavor to have a profitable business while supplying safe, efficient services with qualified Personnel for the users of the Airport and shall also serve the promotion and development of the Airport.



## SECTION FIVE

### AIRCRAFT AND AIRCRAFT OPERATIONS

5.1 AIRCRAFT LANDINGS AND TAKE-OFFS. The Director of Aviation may prohibit Aircraft from landing and Aircraft from taking off at any time he deems such landings and takeoffs are likely to endanger Persons or property.

5.2 COMPLIANCE WITH STATE, FEDERAL AND LOCAL RULES AND REGULATIONS. No Person shall navigate any Aircraft, land Aircraft upon, fly Aircraft from, or conduct any Aircraft operations on or from the Airport otherwise than in conformity with current Federal and State rules and regulations pertaining thereto in addition to applicable local noise abatement regulations.

5.3 SAFE OPERATION OF AIRCRAFT. No Aircraft shall be operated on the Airport

- a. in a careless or negligent manner or in disregard of the rights and safety of others,
- b. at a speed or in a manner which endangers, or is likely to endanger Persons or property,
- c. while the operator is under the influence of alcohol, or any narcotic, narcotic derivative, hallucinogenic or other drug or drugs, or any combination thereof,
- d. when such Aircraft is so constructed, maintained, equipped or loaded to endanger Persons or property.

5.4 OPERATION OR CONTROL OF AIRCRAFT.

A. As a minimum standard, any Person

operating an Aircraft equipped with an operating radio [in the airspace and] arriving at the Airport will utilize the current unicorn frequency (122.8 MHz) to:

1. announce its position and intentions prior to entering the downwind leg of the traffic pattern for the active runway at the Airport;
2. announce its position when turning onto final approach to the active runway at the Airport,

B. Any Person operating an Aircraft preparing for a departure from the Airport will:

1. announce its position just prior to taking the active runway; and
2. upon departure, announce its position and intended direction of flight.

5.5 AIRCRAFT ENGINE START-UP. Aircraft engines shall be started and warmed up in the places designated by the Director of Aviation. No Aircraft shall be run up other than within those areas designated for that purpose. No Aircraft engine shall be started or run at the Airport unless a pilot certificated to operate that particular type of Aircraft or a Federal Aviation Administration certified Airframe & Powerplant mechanic qualified to start and operate the engines of that particular type of Aircraft is operating or manning the controls. The brakes of all Aircraft shall be operating and set and the rotating beacon or strobe light turned on before the engine or engines are started.

- 5.6 USE OF RUNWAYS. Aircraft landing at the Airport shall make the landing runway available to others by clearing the runway as promptly as possible. All Aircraft shall hold their position and/or clear the runways during an emergency unless otherwise directed by the Director of Aviation or his designated operations Personnel.
- 5.7 AIRCRAFT TAXIING. No Aircraft shall be taxied at the Airport unless a pilot certificated to operate that particular type of Aircraft or an FAA certified A&P mechanic properly qualified and insured to taxi that particular type of Aircraft, shall be at the controls.
- 5.8 CONTROL OF AIRCRAFT WHILE TAXIED/TOWED. All Aircraft taxied, towed or otherwise moved at the Airport shall be under full control and shall move or be moved at a reasonable and safe speed. Whenever any Aircraft is being taxied, towed or otherwise moved on the Operational Area or Public Apron Areas, there shall be a Person at the controls of the Aircraft. If the Aircraft must cross a runway the operator shall monitor the unicorn radio. The Operator shall be responsible for the safety of the activity. In the event the Aircraft is not equipped with a radio or the radio is inoperative, the Aircraft shall be moved only when accompanied by an escort Vehicle with Permission, equipped with an operating radio and an operational high visibility yellow rotating beacon.
- 5.9 REQUIRED EQUIPMENT FOR AIRCRAFT. No Aircraft is permitted to land or take off at the Airport unless it is equipped with brakes and the basic equipment requirements established by the Federal Aviation Administration for certificated Aircrafts.
- 5.10 MOTORLESS AIRCRAFT. No motorless Aircraft may operate from the Airport without Permission.
- 5.11 NOISE ABATEMENT. The pilots of all Aircraft landing or taking off at the Airport shall comply with the noise abatement rules and procedures established by the District.
- 5.12 AIRCRAFT MAXIMUM WEIGHT. No Aircraft with a certificated maximum gross take-off weight in excess of 80,000 pounds shall land or take off at the Airport without prior Permission.
- 5.13 AIRCRAFT EXHAUST OR PROPELLER BLAST. No engine shall be started while an Aircraft is parked on the Airport or maneuvered on the Airport when the exhaust or propeller blast may cause injury to Persons or do damage to property. If it is impossible to taxi such Aircraft within compliance with the above, then the engine must be shut down and the Aircraft towed to the desired destination. Aircraft shall not be positioned or taxied so that propeller slipstream or jet engine exhaust is directed at spectators, Personnel, hangars, shops or other buildings in such a manner as might cause Personal injury, property damage or the activation of sprinkler systems or fire detection systems.
- 5.14 PARKING OF AIRCRAFT. No Person shall park an Aircraft or leave the same in Public Apron Areas or Public Aircraft Parking Areas at the Airport except at such places as may be prescribed or designated by the Director of Aviation for such use. When parked in such areas, every Aircraft shall be firmly tied to the ground by ropes, and stakes, or otherwise properly secured or attended. Aircraft shall not be left unattended when the engine is running. Helicopters shall have rotor braking devices and/or rotor mooring devices applied to the rotor blades.

5.15 MOVEMENT OF AIRCRAFT BY THE DISTRICT. The Director of Aviation may move, at the owner's expense, any Aircraft parked or stored at the Airport or direct the Person having control of such Aircraft to move said Aircraft from the place where it is parked or stored to any other designated place without liability to the District.

5.16 AIRCRAFT FUEL DUMP VALVES. Aircraft fuel dump valves shall be tested only with Permission and only in an area designated by the Director of Aviation.

5.17 TAXI OF AIRCRAFT INTO HANGAR. No Aircraft shall be taxied into or out of a hangar under its own power.

5.18 ROTATING BEACON/STROBE LIGHTS. Every Aircraft parked on a Public Aircraft Parking Area or Public Apron Area preparing to start engine(s) or with its engine(s) running, if equipped, shall have its rotating beacon or strobe lights on.

5.19 RUNNING LIGHTS. All Aircraft being taxied or towed or otherwise moved at the Airport shall proceed with running lights on during the periods of one half hour before sunset until one half hour after sunrise.

5.20 ACCIDENT REPORTS. The Operator of any Aircraft involved in any accident causing Personal injury or property damage at the Airport shall make a prompt and full report of said accident to the Director of Aviation for transmittal to the Illinois Department of Transportation, Division of Aeronautics. The report shall include names, addresses and all pertinent information. When a written report of an accident or incident is required by the regulations of the National Transportation Safety Board and as may be required by the Federal Aviation Administration as the Board's authorized representative, such report shall be promptly submitted by the Operator to

the proper authorities and a copy submitted to the Director of Aviation.

5.21 REMOVAL OF WRECKED/DISABLED AIRCRAFT. Subject to the provisions of Section 3.5 hereof, the Operator and owner of Aircraft wrecked or disabled at the Airport shall be responsible for the prompt removal of such Aircraft and parts thereof as directed by the Director of Aviation, but shall not commence such removal without Permission. In the event of failure to comply with such direction, such wrecked or disabled Aircraft and Parts may be removed by the Director of Aviation within one hour following such directing at the owner's or Operators expense and without liability to the District or the Director of Aviation for damage or loss which may result in the course of such removal.

5.22 PAYMENT FOR USE OF AIRPORT. All charges incurred from the use of the Airport shall be payable in cash unless satisfactory credit arrangements have been made in advance with the Director of Aviation or the Director of Aviation approves payment by check.

5.23 FLIGHT PATTERNS. The Airport is an uncontrolled Airport and pilots should observe the Aircraft operational procedures outlined in the Airman's Information Manual.

5.24 REGISTRATION OF BASED AIRCRAFT. The owners of all Aircraft based at the Airport shall promptly register the Aircraft with the Director of Aviation and shall promptly report any change in Aircraft ownership.

5.25 AIRCRAFT OPERATIONAL CRITERIA. No Person shall operate any Aircraft on or from the Airport unless that Aircraft is properly insured, airworthy, registered with, and certified by the Federal Aviation Administration.

## SECTION SIX

### AIRPORT SAFETY

- 6.1 SAFE CONDUCT REQUIRED. No Person in or upon the Airport shall do or omit to do any act if the doing or omission thereof endangers or is likely to endanger Persons or property.
- 6.2 SMOKING RESTRICTED. No Person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flame in or upon any Fuel Storage Area, Operational Area, Public Apron Area, or Public Aircraft Parking Area, or in any other place where smoking is specifically prohibited by signs, or upon any open space within (50) feet of any fuel carrier or Aircraft.
- 6.3 OPEN FIRES. No Person shall start any open fires of any type, including flare pots, torches or fires in containers formerly used for oil, paint and similar materials on any part of the Airport or any of its hangars or other buildings without Permission.
- 6.4 HAZARDOUS SUBSTANCES. No Person shall store, keep, handle, use, dispense or transport at, in or upon the Airport any:
- a. Class A, Class B, or Class C explosives or Class A poison - as defined by the "Hazardous Material Regulation of the Department of Transportation",
  - b. dynamite, nitroglycerin, black powder propellants, fireworks, blasting caps, cordeaudetonant, or other explosives,
  - c. gasoline, alcohol, ether, liquid shellac, lacquer, lacquer thinner, kerosene, turpentine, solvent or other flammable or combustible liquids,
  - d. ammonium nitrate, sodium chlorate, wet hemp, powdered magnesium, nitrocellulose, peroxides or other readily flammable solids or oxidizing materials,
  - e. hydrochloric acid, sulfuric acid or other corrosive liquids,
  - f. hydrogen, acetylene, liquefied petroleum gas, nitrogen, helium, argon, liquid or gaseous oxygen, chlorine, ammonia or other compressed flammable or non-flammable gasses; prussic acid, phosgene, arsenic, carbolic acid, potassium cyanide, tear gas, lewisite or any other poisonous substances, liquid or gaseous; or
  - g. any radioactive article, substance or material.
- 6.5 FIRE EXTINGUISHERS. No Person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than fire fighting or fire prevention. All such equipment shall be in conformity with the National Fire Protection Association regulations and may be inspected by the Director of Aviation or his/or her agent at any time. Tags showing the date of the last such inspection shall be left attached to each unit.
- 6.6 AIRPORT MACHINERY AND EQUIPMENT. Person shall tamper with any heater valve, sprinkler valve or device, blower motor or any other Airport machinery or equipment. No Person other than an employee of the District shall turn on or off heaters in public areas of the Airport or operate any other Airport equipment.
- 6.7 SELF-CLOSING DOORS. Person shall block or modify any self-closing fire door at the Airport or do anything which would interfere or prevent its closing in the event of a fire.

- 6.8 DISPOSAL OF PETROLEUM PRODUCTS. ETC. All petroleum products, paints, solvents, acids, or other hazardous or contaminating elements shall be disposed of off the Airport and in compliance with all applicable Federal and State environmental rules and regulations. Under no conditions shall any of the above substances be disposed of or dumped in drains, catch basins, or elsewhere on the Airport.
- 6.9 NOTAM ISSUANCE. In the event the Director of Aviation believes the conditions of the Airport or any part thereof to be unsafe for landing, takeoff or maneuvering of Aircraft, it shall be the Director of Aviation's responsibility to issue a Notice to Airman ("NOTAM") closing the Airport or any part thereof. The Director of Aviation shall also use NOTAM procedure when reopening the Airport or any part thereof.
- 6.10 UNPRESCRIBED DRUGS. No Person shall consume illegal or unprescribed drugs on the Airport premises.
- 6.11 CONSUMPTION OF ALCOHOL. No Person shall dispense or consume alcoholic beverage on the Airport premises.

## SECTION SEVEN

### FUELING

7.1 REFUELING AUTHORITY. The Joliet Regional Port District reserves the proprietary right to exclusively provide Aircraft refueling to the general public.

7.2 SELF-REFUELING AUTHORITY. No Personnel shall conduct a self-fueling operation or bring on to or store petroleum products on the Airport without a current Self-Fueling permit issued by the Director of Aviation. Each Person engaged in such activities shall meet the established minimums and agree to pay fuel flowage fees established by the District.

The District shall adjust these fees as deemed appropriate in order to maintain safety, preservation of facilities and for protection of the public interest.

7.3 REQUIREMENTS FOR A SELF-FUELING PERMIT. Minimum requirements for self-fueling permit shall be:

- a. Submission of an application for a self-fueling permit on a form supplied by the District.
- b. A Person or a Commercial Operator agrees to maintain a general liability insurance policy with a policy minimum of \$5,000,000 coverage and, which shall list the Port District, Board Members and employees as additional named insured and entitled to receive 30 day notice of cancellation, failure to renew, or substantiate change in terms. A current certificate of insurance shall be on file with the District at all times.
- c. Any Aircraft to be self refueled will have an airworthiness certificate registered in the name of the permitted self-refueler.

The District reserves the right to make random inspections to ensure the Aircraft is owned by the permitted self-refueler.

- d. The Person performing the actual refueling 'must furnish documentation showing that he has successfully completed a written and practical examination course provided by the District or will be certified by an equivalent course approved by the Director of Aviation. (example: Illinois Aviation Trades Association . . . )
  - e. Provide a written description of the equipment to be used in the refueling operation and an operational procedure for review, comments and approval by the Director of Aviation.
  - f. The Person or Commercial Operator must hold a current Commercial Operating Agreement, ground lease or storage agreement with the Port District.
- 7.4 SELF-FUELING SAFETY STANDARDS.
1. Minimum self-fueling standards shall be:
    - a. Self-Refueling and defueling operations will only be performed from those areas designated by the Director of Aviation and will not be performed in a hangar or any other type of enclosure.
    - b. For all refueling and defueling adequate fire extinguishers, including at least one dry chemical fire extinguisher of twenty pounds (20 lbs.) or larger, shall be available and accessible for immediate use in connection therewith.

- c. All equipment used in the self-fueling and defueling operation will meet the standards of the current edition National Fire Protection Association No. 407 and all additional State and Local agency code requirements.
  - d. All mobile refueling Vehicles shall be roadworthy, licensed and insured to operate on public roadways.
  - e. Smoking is prohibited in or about Aircraft during Refueling/Defueling or around any Aircraft stored or parked on the Airport.
  - f. During refueling only Personnel engaged in refueling or in the maintenance and operation of the Aircraft being refueled shall be permitted within 15 feet of the fuel tanks of such Aircraft.
  - g. The product resulting from defueling of Aircraft shall be placed in fiftyfive gallon steel drums or other special tanks or containers approved for this purpose by the Director of Aviation. Before re-use, such fuel shall be checked for identification, be filtered and in compliance with supplier's quality standards. Other disposition of said fuel shall be in accordance with the procedures approved by the Director of Aviation in compliance with all applicable Local, State and Federal rules and regulations.
2. No fuels, oils, dopes, paints, solvents, or acids shall be disposed of or dumped in drains, on the ramp areas, catch basins or ditches or elsewhere on the Airport.
- a. During Refueling, no Person shall operate any radio transmitter or receiver in such Aircraft or switch electrical appliances on or off in such Aircraft nor shall any Person do any act or use any material which is likely to cause a spark within 50 feet of such Aircraft.
  - b. No Aircraft shall be fueled or defueled while the engine is running or being warmed by applications of exterior heat, or while such Aircraft is in a hangar or enclosed space.
  - c. During refueling of any Aircraft, the Aircraft and the fueling dispensing apparatus shall both be grounded to a point of zero potential.
  - d. All fueling hoses and equipment shall be maintained in a safe, sound, and non-leaking condition, and shall be approved by the National Board of Fire Underwriters in all respects and parts.
  - e. All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
  - f. Persons engaged in the fueling and defueling of Aircraft shall exercise care to prevent overflow of fuel. Persons responsible will take proper measures to remove volatile liquids when spilled during transfer.
  - g. Fueling operations will be suspended when a thunderstorm is eminent.
- 7.5 VIOLATIONS AND REVOCATIONS OF SELF-FUELING PERMIT.
- a. If all of the above conditions are not met the owner/refueler shall not be permitted to self-refuel.

b. A second violation of the minimum standards after receiving prior written notice of a previous violation may result in revocation of all activities from the Airport.

e. Automotive and ramp equipment shall be refueled at refueling stations and from dispensing devices approved by the Director of Aviation and shall not, at any time, be refueled by Refuelers.

7.6 GENERAL SAFETY REQUIREMENTS TO BE OBSERVED DURING REFUELING OPERATIONS.

7.7 UNAUTHORIZED VEHICLES. Any unauthorized Vehicles may be removed from the premises and the owner will be responsible for any and all expenses that the District incurs to remove the Vehicle.

a. No airborne radar equipment shall be operated or ground tested on a Public Ramp Area or any area wherein the directional beam of high intensity radar is within 300 feet or the low intensity beam (less than 50 KW output) is within 100 feet of another Aircraft, a refueling operation, a refueler or any Aircraft fuel or flammable liquid storage facility.

7.8 USES. No refueling Vehicles shall be used as a snow plow or any use other than the intended designed purpose.

b. Persons engaged in refueling shall exercise care to prevent overflow or spillage of fuel or oil. In the event of spillage of fuel or oil, the Person responsible for the fuel spillage shall clean the spilled fuel or oil with a dry absorbent cleaning agent and dispose of the agent in a manner in compliance with all applicable Federal and State environmental rules and regulations. In no case shall spilled fuels be allowed to enter the Airport drainage system.

c. All overflows or spillage of fuel shall be promptly reported to the Director of Aviation. A written report of such overflow or spillage shall be filed with the Director of Aviation within twenty-four hours of the event and with all appropriate Federal and State environmental authorities as required by law.

d. No Person shall start the engine or engines of any Aircraft when there is any type of fuel on the ground underneath the Aircraft.



## SECTION EIGHT

### VEHICLE OPERATION

8.1 TRAFFIC CONTROL. All traffic in or on the Airport must, at all times, comply with any lawful order, signal or direction of the Airport Director of Aviation or any member of the local Police Department. When such traffic is controlled by traffic lights, signs, signals and markings shall be obeyed unless the Port District Police Department directs otherwise.

8.2 SAFE OPERATION OF VEHICLES. No Vehicle shall be operated in or upon the Airport in a careless or negligent manner or in disregard to the rights and safety of others, or without due caution or circumspection, or at a speed in excess of 15 miles per hour, or in a manner which endangers or is likely to endanger Persons or property, or while the driver thereof is under the influence of intoxicating liquor, or any narcotic, narcotic derivative, hallucinogenic or other drug or drugs, or any combination thereof. The use of any Vehicle which is so constructed, maintained, equipped or loaded as to endanger or be likely to endanger Persons or property is prohibited.

8.3 OPERATION OF VEHICLES - DRIVERS LICENSE/PERMIT REQUIREMENTS. No Vehicle shall be operated in or upon an Operational Area, Fuel Storage Area, Public Apron Area, or Public Aircraft Parking Area unless: (a) the driver thereof is duly licensed to operate a motor Vehicle on the highways of the State of Illinois; (b) all licenses and registrations required for such Vehicle under Federal, State and local laws are maintained; (c) such Vehicles are maintained in good operating condition; (d) liability insurance is in force regarding the operation of such Vehicle in amounts established/approved by the Director of Aviation; and (e) such Vehicle has been issued a valid permit by the

Director of Aviation.

8.4 PARKING ON PUBLIC APRON AREA - PERMIT REQUIRED. In the interest of public safety and to further the prevention of accidents on the Public Apron Area, no Vehicle shall be permitted to operate or park on the Public Terminal Apron Area unless a Permit is obtained from the Director of Aviation for said Vehicle.

8.4.1 VEHICLE CONDITION -INSPECTION. The types of Vehicles for which permits may be issued and fees charged are as follows:

CLASS I Refuelers.

CLASS II All other motorized, self propelled equipment under two (2) tons gross weight.

The fee for such Vehicles shall be fixed from time to time by the District.

8.5 VEHICLE CONDITION - INSPECTION. No Vehicle shall be permitted in or upon the Airport unless it shall be in sound mechanical order, and have adequate lights, horns and brakes and clear view from the driver's seat. The Director of Aviation may inspect Vehicles from time to time to ensure compliance.

8.6 VEHICLES YIELD TO AIRCRAFT. All Vehicles except emergency equipment responding to an alarm, shall yield the right of way to any and all Aircraft in motion.

- 8.7 RADIO REQUIRED FOR VEHICLE IN OPERATIONAL AREA. All Vehicles operating in or on the Operational Area shall have Permission and be equipped with an operating two-way radio receiver and transmitter operational at all times, unless otherwise authorized by the Director of Aviation. All Vehicles shall also be equipped with a high intensity yellow rotating beacon in operation while in the Operational Area.
- 8.8 VEHICLES TO STAY CLEAR OF AIRCRAFT. All Persons operating Vehicles on the Airport shall assure that the Vehicle has adequate clearance from Aircraft maneuvering.
- 8.9 LOADING AND UNLOADING OF VEHICLES. No Vehicle shall load or unload passengers at the Airport at any place other than that designated by the Director of Aviation.
- 8.10 PARKING OF VEHICLES AND REFUELERS. No Person shall park a Vehicle or permit the same to remain halted on a Public Vehicle Parking Area, Aircraft Operational Area, Fuel Storage Area, Public Apron Area, or Public Aircraft Parking Area, except at such places and for such periods of time as may be prescribed or permitted by the Director of Aviation. No Refueler shall be parked within 50 feet of a building or hangar other than at the Refuelers service-shop or within 15 feet of any other Refueler.
- 8.11 PARKING OF VEHICLES - AREAS PROHIBITED. No Person shall stop or park a Vehicle:
- a. In front of a driveway or Airport access gate;
  - b. In front of a non-leased T -Hangar Door, Astroport, or Aircraft Tie down.
  - c. On any runway, taxiway or Aircraft Operational Area.
  - d. Area posted where parking is prohibited.
- 8.12 PERSONAL INJURY OR PROPERTY DAMAGE ACCIDENT - REPORT. The driver of any Vehicle involved in any accident on the Airport which results in injury or death to any Person or damage to any property shall immediately stop such Vehicle at the scene of the accident and shall report the same to the Director of Aviation forthwith. The driver shall also file all reports required by law and file a copy with the Director of Aviation.
- 8.13 REMOVAL OF ABANDONED, DISABLED OR UNLAWFULLY PARKED VEHICLES. The Director of Aviation may remove, or cause to be removed, from any Vehicle which is disabled, abandoned, parked in violation of the Airport Rules and Regulations, or which presents an operational problem to any other area at the Airport, at the operator's expense and without liability to the District or the Director of Aviation for any damage which may result in the course of such moving.
- 8.14 PARKING FEES. Reserved parking areas will be administered solely by the Director of Aviation unless upon a building leasehold. The associated fees will be administered and collected by the Director of Aviation. No parking place will be reserved unless a written agreement is executed by both parties.

## **SECTION NINE**

### **AIRPORT FEES**

- 9.1 FEE POLICY. The District may, from time to time, charge and adjust fees for various Airport related activities conducted on the Airport on a nondiscriminatory basis.
- 9.2 INITIAL FEE ACTIVITY. The initial activities for which a fee shall be charged as set forth in Appendix 4 shall include the following:
- a. Petroleum product flowage fee  
Petroleum products flowage and storage fees.
  - b. Annual Vehicle permit fees  
Vehicle fees.
  - c. Automobile rental fees.
  - d. Annual vending machine permit  
Vending machine fees.
  - e. General hangar and tie down fees.
  - f. Commercial Operating Agreement fees.
  - g. Other Storage Agreement fees.
- 9.3 PAYMENT OF FEES. Fees shall be paid to the District by the user pursuant to the schedule of payment provided for in Appendix 4.
- 9.4 OTHER FEES. All additional fees shall, from time to time, be fixed by the District by Resolution and shall be paid in accordance with the terms fixed by said Resolution.

## SECTION TEN

### STORAGE AGREEMENTS

#### HANGAR/ASTROPORT/TIEDOWN

10.1 STORAGE AGREEMENTS. The District may enter into a Storage Agreement with a Person for the use of an Airport Storage Location as defined in the Storage Agreement for the storage of Aircraft. The provisions of these Airport Rules and Regulations are a part of the Storage Agreement.

10.2 CONDITION OF AIRPORT STORAGE LOCATION. The use of any part of the Airport Storage Location by the Lessee is an acceptance by Lessee of the Airport Storage Location "as is" and such acceptance shall constitute a complete release and discharge of all obligations and liabilities of the District with respect to the condition, construction, and delivery of the Airport Storage Location. After acceptance of the Airport Storage Location, Lessee agrees that no further claims or demands of any kind will remain upon the District and the District shall not be liable for injuries, loss or damage to Lessee, or any other Person, on or about the Airport Storage Location, resulting from any causes whatsoever.

10.3 LESSEES COVENANTS. While a Storage Agreement is in effect and until the District has been paid in full all amounts then due under the terms of the Storage Agreement, each Lessee covenants to the District that:

- a. Lessee shall keep all and every part of the Airport Storage Location in a neat, orderly condition and shall dispose of all trash in an appropriate receptacle.
- b. The Aircraft identified in the Lease, shall be maintained in airworthy condition and Lessee shall, at the Director of Aviation's

request, certify to the Director of Aviation that the Aircraft has a current annual or one hundred (100) hour inspection.

- c. The Airport Storage Location shall be used only for the storage of the Aircraft identified in the Storage Agreement and no maintenance of the Aircraft shall be permitted except "preventative maintenance" as described in Federal Aviation Regulation Part 43, Appendix A, to be accomplished by the owner/pilot of the Aircraft.
- d. Lessee shall procure, maintain and certify at all times during the term of the Storage Agreement insurance covering its liability to the District, that officers, agents and employees under the provision of this Section, with coverage of a minimum of One Million Dollars aggregated public liability and property damage insurance.
- e. Lessee shall be responsible to the District to review Lessee's coverage annually and to increase the minimum liability insurance set forth herein to a reasonable threshold when, in the District's opinion, the risks attendant to the Lessee operations have increased. The District shall not be liable for any deficiency in the Lessee coverage.

f. Lessee shall deliver to the District, contemporaneous with the execution of the Agreement, a certificate of insurance for the insurance coverage described above. Each such certificate shall contain an endorsement that it cannot be cancelled unless the District is given at least thirty (30) days prior written notice and shall name the District and its officers additional insured. As part of the Agreement renewals or replacement of such a policy shall be promptly delivered to the District confirming that proper coverage is always in effect during the term of the agreement.

10.4 NO INTEREST IN REAL ESTATE. The Storage Agreement creates no interest in real property.

10.5 SUBORDINATION. The Storage Agreement is subject and subordinate to all laws, deeds, and existing liens, encumbrances and agreements which may now or hereafter affect the Airport Storage Location or the Airport and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination the Lessee shall execute promptly any certificate that the District may request.

10.6 SURRENDER OF AIRPORT STORAGE LOCATION BY LESSEE. Upon the expiration or other termination of the term of the Storage Agreement, the Lessee shall quit and surrender the space to the District in good order and condition, ordinary wear excepted, and the Lessee shall remove all of its property. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of the Agreement. Lessee shall be liable for all expenditures incurred by the District for breach of this covenant, or any other covenant

of the Storage Agreement, including but not limited to attorneys' fees and other costs.

10.7 RIGHT OF ENTRY RESERVED. The District reserves the right to enter the Airport Storage Location for the purpose of making ordinary inspections and undertaking other non-emergency activities at reasonable times; provided, however, that nothing in this Section shall be construed to limit or diminish the Districts' rights of entry at any time in any emergency. No abatement of any payments by the Lessee shall be claimed or allowed to the Lessee by reason of the exercise by the District of any of the rights set forth in this Section or in any provision of the Storage Agreement. Nothing herein is intended or shall be construed to obligate the District to construct, maintain, repair or improve the Airport Storage Location or any portion thereof, or to impose upon the District any liability for any failure to do so.

## SECTION ELEVEN

### MISCELLANEOUS PROVISIONS

- 11.1 TRAVEL UPON AIRPORT RESTRICTED. No Person shall travel on the Airport except upon the roads, walks or places provided, or no Person shall occupy the roads or walks in such a manner as to hinder or obstruct their proper use.
- 11.2 ACCESS TO RESTRICTED AREA OR OPERATIONAL AREA RESTRICTED. No Person shall enter any posted restricted area of the Airport or the Operational Area without Permission.
- 11.3 PRINTED OR WRITTEN MATERIAL REGULATED. No Person shall post, distribute or display signs, advertisements, circulars, printed or written matter at the Airport without Permission.
- 11.4 FLOORS TO BE MAINTAINED. All Tenants on the Airport shall keep the floors of the areas leased, subleased or permitted to them respectively or used in their operation, clean and clear of oil, grease and other materials or stains except as may be provided to the contrary in any specific leases, storage agreement or contracts to which they and the District are parties.
- 11.5 SAFE STORAGE OR STACKING. No Person on the Airport shall store or stack materials or equipment in such a manner as to constitute a hazard to Personnel or property.
- 11.6 MAINTENANCE OF LEASED PROPERTY. All Tenants on the Airport shall be required to maintain their leased property in a condition of repair, cleanliness and general maintenance in a manner agreeable to the Airport Director of Aviation and in accordance with their individual lease agreements and free from all fire hazards.
- 11.7 FIRE EXTINGUISHER TO BE MAINTAINED. All Persons or permittees on the Airport shall supply and maintain such adequate and readily accessible fire extinguishers as are approved by Underwriters Laboratories, Inc., for the particular hazard involved. [No Person shall, at any time, possess, store, keep, handle, use or transport at, in or upon the Airport any weapon of war employing atomic fission or radioactive force.]
- 11.8 COMMUNICATIONS INSTALLATION. No Person on the Airport will be permitted to lay, string or bury telecommunications cable at the Airport or install any type of radio communications on the Airport without Permission.
- 11.9 NO SOLICITATION WITHOUT PERMISSION. No Person shall solicit funds, free rides, or any other service for any purpose at the Airport without Permission.
- 11.10 NO SOLICITATION WITHOUT PERMISSION. No Person shall, without Permission, in or upon the Airport:
- a. Sell, or offer for sale any article of merchandise; or
  - b. Solicit any business or trade, including the carrying of baggage for hire; the shining of shoes or boot blacking; or
  - c. Entertain any Persons by singing, dancing or playing any musical instrument; or
  - d. Solicit arms.

- 11.11 NO LOITERING. No Person, unable to give satisfactory explanation of his presence, shall loiter in the Airport.
- 11.12 NO UNAUTHORIZED USE OR DISPLAY OF FIREARMS. No Person except authorized peace officers, United States Post Office or Customs' employees, express and air carrier employees, or members of the Armed Forces of the United States on official duty shall carry or display on their Person or in any Vehicle any firearms at the Airport. No Person shall, at any time, possess, store, keep, handle, use or transport at, in or upon the Airport any weapon of war employing atomic fission or radioactive force.
- 11.13 NO INTERFERENCE OR TAMPERING OF AIRCRAFT. No Person shall interfere or tamper with any Aircraft at the Airport, or start the engine of such Aircraft without the consent of the Operator or owner.
- 11.14 FOUND ARTICLES. Any Person finding any lost article on the Airport shall deliver it to the office of the Director of Aviation. An article unclaimed by the owner within ninety days will be returned to the finder thereof unless otherwise required bylaw.
- 11.15 CLEANING OF AIRCRAFT. Cleaning of or otherwise maintaining Aircraft shall be accomplished only in the areas designated for that purpose by the Director of Aviation.
- 11.16 REFUSE DISPOSAL. No Person shall place, discharge or deposit in any manner, garbage or any refuse in or upon the Airport except at such places designated and marked for such purpose and under

such conditions as the Director of Aviation may from time to time prescribe. No Person shall keep uncovered trash containers in any area. No Vehicle used for hauling trash, dirt or any other material shall be operated on the Airport unless such Vehicle is constructed so as to prevent the contents thereof from dropping, sifting, leaking or otherwise escaping therefrom. Areas to be used for trash or garbage containers shall be designated by the Airport Director of Aviation, and no other areas shall be used. Such areas shall be kept clean and sanitary at all times.

- 11.17 ANIMALS CONFINED ON AIRPORT. No Person shall enter any public building, Operational Area Public Apron Area, on the Airport with any animal except a "seeing-eye" dog or one properly confined for shipment. Animals may be permitted in other areas of the Airport if on a leash or confined in such manner as to be under control.
- 11.18 USE OF AIRPORT RESTRICTED. The following areas of the Airport shall be used for the purpose hereinafter set forth:
- a. Public Aircraft Parking Areas may be used for the purpose of parking and storing Aircraft, for the purpose of servicing Aircraft with fuel and lubricants and other supplies for use thereon, and for the purpose of making minor or emergency repairs to Aircraft.
  - b. Public Apron Areas may be used for the purpose of loading and unloading passengers, baggage, cargo, mail and supplies for use thereon, and for the purpose of making minor or emergency repairs to Aircraft.

- c. Operational Area may be used for the purpose of landing and takeoff of Aircraft for the purpose of the ground movement of Aircraft to, from and between Public Apron Areas, Public Aircraft Parking Areas and other portions of the Airport.
- d. Hallways, corridors, lobbies and waiting rooms in passenger terminal buildings may be used as a means of ingress and egress to, from and between the Public Vehicular Parking Area and the Public Aircraft Parking Area and Public Apron Areas and other portions of the Airport in and adjacent to such terminal buildings. Such hallways, corridors, lobbies and waiting rooms may also be used by Aircraft passengers, relatives and friends while awaiting the departure of or arrival of Aircraft or ground transportation. In cases where counters are located in or along such hallways, corridors, lobbies and waiting rooms such counters may also be used for the purpose of carrying on any transactions authorized by the lease, or agreement pursuant to which such counter is maintained and operated.
- e. Hallways, corridors and lobbies in buildings to which members of the public are admitted, other than passenger terminal buildings may be used as means of ingress and egress to, from and between other portions of the Airport abutting such buildings, and the various offices and other places of business on such buildings.

egress" refer to the use of areas of the Airport as a means of going from one place to another without delay.

11.20 USE OF AIRPORT CONDITIONAL.

The use of the foregoing areas and portions of the Airport is further conditioned upon the payment of such applicable fees or charges, and compliance with the Airport Rules and Regulations in effect or that may, from time to time, be prescribed by the District.

11.19 AIRPORT INGRESS ANDEGRESS. As used herein the words "ingress and



## **SECTION TWELVE**

### **ENFORCEMENT, PENALTY AND SEVERABILITY**

12.1 ENFORCEMENT AND PENALTY. Any Person who violates any provisions of the Airport Rules and Regulations shall be subject to a fine not exceeding Five Hundred Dollars (\$500.00). Any Person who knowingly violates any provision of the Airport Rules and Regulations or any rule or regulation of the Federal Aviation Administration or the State of Illinois shall, in addition to the fine:

1. Be removed or evicted from the Airport or denied use of the Airport if such denial is in the public interest as determined by the Director of Aviation.
2. Be subject to the revocation or suspension of all permits issued to the Person.

Each day's continuing failure to comply with, or violation of, any rule or regulation or any order or instruction issued by the Director of Aviation authorized herein, shall constitute a separate and distinct offense.

12.2 SEVERABILITY. If any article, section, paragraph, subdivision, clause or provision of the Airport Rule and Regulations shall be adjudged invalid, such adjudication shall apply to the article, section, paragraph, subdivision, clause or provision so adjudged, and the remaining provisions of the Airport Rules and Regulations shall be and remain valid and effective.

12.3 EFFECTIVE DATE. This ordinance known-and designated as Lewis University Airport owned and operated by the Joliet Regional Port District Airport Rules and

Regulations shall take effect upon passage and publication.

## **SECTION THIRTEEN**

### **APPENDIX**

1. Airport Map  
Aircraft Operational Areas
2. Preventative Maintenance FAR Part 43
3. Recommended Airport Traffic Pattern
4. Fee schedule

## **APPENDIX 2**

### **PREVENTIVE MAINTENANCE FAR PART 43**

*From Part 43 - Maintenance, Preventative Maintenance, Rebuilding and Alteration.*

#### **Appendix A**

Major Alterations, Major Repairs, and Preventative Maintenance.

C. Preventative Maintenance. Preventative maintenance is limited to the following work, provided it does not involve complex assembly operations:

1. Removal, installation, and repair of landing gear tires.
2. Replacing elastic shock absorber cords on landing gear.
3. Servicing landing gear shock struts by adding oil, air, or both.
4. Servicing landing gear wheel bearings, such as cleaning and degreasing.
5. Replacing defective safety wiring or cotter keys.
6. Lubrication not requiring disassembly other than removal of non-structural items such as cover plates, cowlings, and fairings.
7. Making simple fabric patches not requiring rib stitching or the removal of structural parts or controls surfaces.
8. Replenishing hydraulic fluid in the hydraulic reservoir.
9. Refinishing decorative coating of fuselage, balloon baskets, wings, tail

group surfaces (excluding balanced surfaces, fairings, cowlings, landing gear, control cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.

10. Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.
11. Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or interfere with an operating system or affect primary structure of the Aircraft.
12. Making small simple repairs to fairings, non-structural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper airflow.
13. Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
14. Replacing safety belts.
15. Replacing seat or seat parts with replacement parts approved for the Aircraft, not involving disassembly of any primary structure or operating system.

16. Trouble shooting and repairing broken circuits in landing light wiring circuits.
17. Replacing bulbs, reflectors, and lenses of position and landing lights.
18. Replacing wheels and skis where no weight and balance computation is involved.
19. Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
20. Replacing or cleaning spark plugs and setting of spark plug gap clearance.
21. Replacing any hose connection except hydraulic connections.
22. Replacing prefabricated fuel lines.
23. Cleaning fuel and oil strainers.
24. Replacing and servicing batteries.
25. Removing and installing glider wings and tail surfaces that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot.
26. Replacement or adjustment of non-structural standard fasteners incidental to operations.