

WAUKEGAN PORT DISTRICT

ORDINANCE 19-O-03

**AN ORDINANCE AMENDING
AIRPORT USER FEE ORDINANCE 87-0-02,
AS PREVIOUSLY AMENDED BY ORDINANCES
18-O-01, 09-O-01, 08-O-01, 07-O-04, 06-O-02, AND 02-O-02**

**Presented and Read at a Regular Meeting of the
Waukegan Port District Board**

July 17, 2019

**Passed and Approved at a Regular Meeting of the
Waukegan Port District Board
July 17, 2019**

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**Grant Farrell, Chairman
Gene Bach, Board Member and Historian
Tom Evers, Board Member and Secretary
Joe Legat, Board Member
Jorge Torres, Board Member
Robert B. Hamilton, Board Member and Treasurer
William F. McCaffrey, Board Member**

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**AN ORDINANCE AMENDING
AIRPORT USER FEE ORDINANCE 87-0-02,
AS PREVIOUSLY AMENDED BY ORDINANCES
18-O-01, 09-O-01, 08-O-01, 07-O-04, 06-O-02, AND 02-O-02**

WHEREAS, the Waukegan National Airport (“*Airport*”) is a public facility owned and operated by the Waukegan Port District (“*District*”), a municipal corporation of the State of Illinois, and the purpose of the Airport is to provide modern, safe and efficient landing areas and terminal facilities for aircraft engaged in commerce and general aviation; and

WHEREAS, the Airport is operated for the general use and welfare of the public; and

WHEREAS, the District controls the activities of the Airport and is responsible for safeguarding the general welfare of the public using the Airport and its facilities; and

WHEREAS, the Airport and Airway Improvement Act of 1982, 49 U.S.C. 2201, *et. seq.*, requires that the District, pursuant to its receipt of Federal grant assistance, maintain a fee and rental structure for the facilities and services being provided to Airport users which will make the Airport as self-sustaining as possible; and

WHEREAS, the District is not empowered to levy an annual tax on real property throughout the District as a means of defraying costs of operating, maintaining and administering the Airport: and

WHEREAS, the District has been empowered, pursuant to its enabling statute 70 ILCS 1865/1, *et. seq.*, to “[f]ix, charge and collect reasonable rentals, tolls, fees and charges for the use of any public airport, or any part thereof, or any public airport facility;” and

WHEREAS, the regulations of aviation and related activities conducted on and about the Airport and the imposition of reasonable fees and charges (“*User Fees*”) for the benefits derived from such aviation and related activities are necessary and proper in maintaining the viability of the Airport, which inures not only to the welfare of Airport users but also to the general welfare of all those persons in Northeastern Illinois; and

WHEREAS, the Waukegan Port District Board (“*Board*”) has previously adopted Ordinance No. 87-O-02 (“*User Fee Ordinance*”) setting forth the User Fees for the Airport, which User Fees Ordinance was subsequently amended by Ordinances 18-O-01, 09-O-01, 08-O-01, 07-O-04, 06-O-02, and 02-O-02; and

WHEREAS, the Board has determined that it is in the best interest of the District to further amend the User Fee Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the Waukegan Port District Board, Lake County, Illinois, in the exercise of the powers granted to it pursuant to the Waukegan Port District Act, 70 ILCS 1865/1, *et seq.*, as follows:

**SECTION I
OPERATION OF ORDINANCE AND DEFINITIONS**

A. OPERATION OF ORDINANCE.

1. This Ordinance hereby amends the User Fee Ordinance 87-O-02 setting forth the User Fees for the Airport, which User Fee Ordinance was subsequently amended by Ordinances 18-O-01, 09-O-01, 08-O-01, 07-O-04, 06-O-02, and 02-O-02. Its provisions shall control with regard to all User Fees, rentals, tolls, fees and charges for the use of the Airport made, completed, or entered into on or after the Effective Date of this Ordinance, as set forth in Section XVII of this Ordinance.

2. This Ordinance is not retroactive, and shall not affect terms of conditions of any lease, Operating Agreement or other agreement, properly executed prior to the date of adoption and approval of this Ordinance, unless provided for in the lease, Operating Agreement or other agreement, in which case this Ordinance shall apply.

B. DEFINITIONS.

For the purpose of this Ordinance, the words, terms, and phrases set forth below in these Section, 1 through 40, inclusive, have the meaning prescribed to them unless otherwise specifically defined.

1. **AGREEMENT.** Means a written contract executed by the District and an Operator, specifying the terms and conditions under which the Operator may conduct Aeronautical Activity. The agreement shall recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited rights and obligations of the respective parties, provided such agreements are consistent with the Ordinance. In the event of an inconsistency, the provisions of the Ordinance shall prevail.

2. **AIR CARRIER.** Means a person operating a commercial air transportation system for the purpose of the carriage or persons, cargo, mail or other property.

3. **AIRCRAFT.** Means any contrivance known or hereafter designed, invented or used for navigation of flight in the air, except a parachute or other contrivance used primarily as safety equipment. This includes airplanes, airships, ultralights, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, seaplanes, drones and UAV's.

4. **AIRCRAFT OWNER.** Means any entity holding legal title to an aircraft.

5. **AIRCRAFT OPERATOR.** Means any entity having possession of the aircraft.

6. AIRPORT. Means the Waukegan National Airport, operated by the District, and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan as currently approved within the Master Plan and as the Airport Layout Plan may be extended, enlarged, or modified.

7. AIRPORT MANAGER. Means the Manager of the Airport or such other employee of the Department as the Manager may from time to time designate in writing to carry out the duties of the Manager.

8. AIRPORT OPERATIONS AREA (or AOA). Means the area of the Airport used for aircraft landing, takeoff, or surface maneuvering, including the areas around hangars, navigation equipment and communication facilities.

9. AUTHORIZED VEHICLE. Means any taxicab, bus, limousine, courtesy car, ambulance, or commercial passenger vehicle which shall hold a currently valid permit issued by the Executive Director or Airport Manager of the Airport, authorizing said vehicle to operate upon Airport streets and roads.

10. BASED AIRCRAFT. Means only an aircraft which the owner or operator physically locates at the Airport for a six-month period, and which whenever absent from the Airport, its owner or operator intends to return the aircraft to the Airport for long-term storage.

11. BUS. Means any privately-owned motor vehicle operated on the streets and highways for hire and capable of carrying fourteen (14) or more persons on a non-schedule basis.

12. COURTESY CAR. Means any motor vehicle other than a Fixed Base Operator vehicle or taxicab which is operated for the transportation of customers and baggage between the Airport and a motel, hotel, parking lot or auto rental office situated off Airport property, the use of which does not involve a fee or charge.

13. COMMERCIAL ACTIVITY, (or “Commercial Aeronautical Activity” or “Commercial Aeronautical Operations”). Means any activity (including Aeronautical Activities) conducted on or at the Airport by any entity including, but not limited to, an Operator, which:

- (a) exchanges, trades, buys, or sells commodities, goods, services or property of any kind or quantity on or at the Airport; or
- (b) engages in any activity (including Aeronautical Activities) on or at the Airport for the purpose of securing revenue, earnings, income, or compensation, whether or not such revenue, earnings, income or compensation are ultimately exchanged, obtained, or transferred; or
- (c) offers or exchanges of any product, service, or facility on the Airport as a part of other revenue, earnings, income, or compensation producing activity originating on or at the Airport.

14. COMMERCIAL VEHICLES. Means vehicles owned or operated by an entity for the purpose of for-hire transportation of persons, baggage or freight between the Airport and any location situated off Airport in exchange for a fee.

15. CUSTOM CLEARANCE SERVICE. Means the passenger identification, passport verification, fingerprinting, receipt and review of documentation required to process exports or imports into the country, including examination, assessment, receipt of payment of duty and delivery of cargo after clearance, as well as international waste collection and other services required and provided by U.S. Customs and Border Protection Agency.

16. DISTRICT. Means the Waukegan Port District as created by Waukegan Port District Act, 70 ILCS 1865/1, *et seq.*, and as may be amended from time to time.

17. EFFECTIVE DATE. Means the date upon which this Ordinance upon which shall become effective, as set forth in Section XVII of this Ordinance.

18. ENPLANING OR ENPLANED PASSENGER. Means a person departing the Airport by aircraft as a paying passenger, but not including passengers of an aircraft on an intermediate stop at the Airport.

19. EXECUTIVE DIRECTOR. Means that official appointed by the District Board as “Executive Director” and who by the appointment automatically holds the position of general manager as set forth in the Waukegan Port District Act, 70 ILCS 1865/1, *et seq.*, and as may be amended from time to time.

20. FIXED BASE OPERATOR (or FBO). Means a full service Commercial Operator who is authorized to engage in the sale of products, services, and facilities to Aircraft Owners or Aircraft Operator and is required to provide the following services at a minimum:

- (a) Aircraft fueling to include Jet Fuel, Avgas, and Aircraft lubricants;
- (b) Aircraft Line Services;
- (c) Aircraft storage/hangars rentals and Tie downs;
- (d) Passenger, Crew, and Aircraft ground services, support and amenities.

In addition to the required services, FBOs may also provide optional services as approved by the District, which may include, but are not limited to Airframe and Powerplant Maintenance, Flight Training, Aircraft Rental, Air Charter or Air Taxi, Aircraft Management Operations, or Avionics Sales and Maintenance.

21. FUELING PERMIT/FUELING AGREEMENT. Means this authority, issued in writing, allowing qualified operators to dispense aviation fuels on the Airport, to any aircraft operated by either the general flying public or the Operator. A fee is established within the Ordinance giving qualified operators this privilege.

22. GENERAL AVIATION AIRCRAFT. Means all civil aircraft including aircraft operated under Federal Aviation Regulations Part 91, except those of scheduled or non-scheduled air carrier, commuter air carriers and military aircraft.

23. GENERAL AVIATION COMMERCIAL OPERATOR. Means any person or entity other than a Fixed Base Operator who engages in any activities which generate monies paid to the enterprise, regardless of whether the enterprise originating on or at the Airport is a profit or not-for-profit enterprise and regardless of whether the activities are aviation related.

24. GENERAL AVIATION ITINERANT. Means a person owning or possessing one or more aircraft not renting or leasing space on the Airport, but whose aircraft is present on the Airport.

25. GENERAL AVIATION TENANT. Means a person owning or possessing one or more aircraft and renting or leasing space on the Airport for the primary purpose of storing, maintaining or operating the aircraft.

26. GENERAL AVIATION PUBLIC USE RAMP. Means any ramp at the Airport where General Aviation Aircraft are authorized to operate.

27. GROSS SALES. Means the aggregate amount of all sales made and services performed, which originate on or at the Airport, including rental of space for cash, credit, or otherwise, of every kind, name and nature. Gross sales receipts shall also include the aggregate value of all services, goods, wares, and merchandise received for property or services, at the selling price thereof, as if the same had been sold for cash.

28. LANDING. Means the termination of flight of an aircraft upon a runway at the Airport.

29. LIMOUSINE. Means any motor vehicle operated on the streets and highways for hire with driver furnished, operated on a scheduled or non-scheduled basis, having a normal passenger capacity not to exceed 13 persons, excluding the driver and operated under the Illinois Motor Vehicle Act.

30. MILITARY AIRCRAFT. Means all aircraft operated by any branch of the Armed Forces of the United States.

31. MOTEL, HOTEL, HOTEL/MOTEL OR INN BUSINESS. Means any business in which rooms, overnight accommodations or other facilities are furnished to members of the public for a fee.

32. MOTOR VEHICLE. Means any self-propelled wheeled, tracked vehicle or trailer hitched to a motor vehicle used in the service and maintenance of equipment or property on the Airport.

33. NON-SCHEDULED AIR CARRIER. Means an air carrier that does not operate on a regular, published arrival and departure schedule, but operates pursuant to Federal Aviation Regulations Part 121, or 135.

34. NON-SIGNATORY AIR CARRIER. Means any scheduled or non-scheduled air carrier providing transportation of passengers or property to and from Airport which does not have an executed Operating Agreement for the use of the Airport or for the lease or sublease of space at the Airport.

35. OPERATING AGREEMENT. Means an obligatory written document, between the District and any operator who conducts or operates any aviation related business, enterprise or activity at the Airport which results, directly or indirectly, in the payment of money or other consideration to the person operating the aviation related business enterprise or activity.

36. OPERATOR. Means an entity which is or includes, but is not limited to, any of the following: an individual, a firm, a partnership, a club, a corporation, a company, an association, a joint stock association, a political body or subdivision, a joint venture or any trustee-receiver-agency or similar representative or other legal entity including the singular or plural, engaged in an activity, business or purpose of any kind whatsoever on the Airport.

37. PUBLIC AIRCRAFT. Means aircraft used exclusively in the service of any government or any political subdivision thereof.

38. SCHEDULED AIR CARRIER. Means an air carrier including a commuter that operates aircraft on a regular, published arrival and departure schedule pursuant to Federal Aviation Regulations Part 121 and/or 135.

39. SIGNATORY AIR CARRIER. Means an air carrier providing air transportation of passengers or property to and from the Airport, which has executed an Operating Agreement for the use of the Airport, or the lease or sub-lease of space at the Airport.

40. TAXICAB. Means any motor vehicle operated on varied routes on a non-scheduled basis, for hire, with driver furnished and operated by authority of license issued under the Illinois Motor Vehicle Act.

41. TEMPORARY GENERAL AVIATION COMMERCIAL OPERATING PERMIT. Means a written permit issued by the District to any General Aviation Commercial Operator who has applied for and received such a permit as set forth in Section III (D) and Section IV (B).

SECTION II LEASE OF AIRPORT PREMISES

Any persons desiring to lease any portion of the Airport premises shall pay no less than \$400.00 per month as rent to the District under a primary lease agreement with the District. This amount represents a minimum rental fee and in no event shall be construed as a limitation on the District's rights to negotiate increased rent for any business or activity to be situated on the Airport property.

A. IMPROVEMENTS TO LAND. Any entity seeking to occupy or use land or improvements at the Airport must demonstrate that the entire land area(s) or improvements thereon, shall be occupied or used immediately. If the use involves construction upon land at the

Airport, construction of improvements approved by the District shall be completed within twelve (12) consecutive months from the signing of any Lease Agreement, unless otherwise specifically provided in the lease. Failure to complete construction of improvements approved by the District may be deemed a breach of the lease, or this Ordinance.

B. REQUIREMENT OF AN OPERATING AGREEMENT. No entity shall engage in a Commercial Aeronautical Activity on the Airport unless the entity has first executed an Operating Agreement with the District, and is in compliance with the Minimum Standards for Commercial Aeronautical Activities at the Airport, as amended from time to time. Failure to meet the Minimum Standards for Commercial Aeronautical Activity, or to obtain an Operating Agreement prior to commencement of Commercial Aeronautical Activity shall be deemed a breach of this Ordinance.

C. NON-AERONAUTICAL ACTIVITIES. While leasing Airport land and or improvements for non-aeronautical activities is not generally favored by the District, the District recognizes that secondary non-aeronautical uses of land or improvements that do not interfere with the primary aviation use of such land or improvements and which are not in violation of Federal Aviation Administration regulations, may be beneficial to the development of the Airport. Proposals for non-aeronautical activities on the Airport shall be approved or denied by the District on a case by case basis, subject to the approval of the Federal Aviation Administration and Illinois Department of Transportation. Approval or denial of non-aeronautical activities shall be at the sole discretion of the District based on the best interests of the Airport, with preference given to aeronautical activity. Rents, rates, fees and charges for non-aeronautical activities shall be established by the District at the time of proposal of such activity, and shall be independent of aeronautical rents, rates, fees or charges.

D. SECURITY FEES. District will provide airport security to the AIRPORT premises, including, but not limited to, the airport perimeter and grounds.

1. Each Operator will pay on a monthly basis a pro-rata share of the District's actual and reasonable security charges, such charges to be computed based on the total number of square feet of the leaseholds located upon the Airport at the time of such charges. The District agrees that the Operator shall also have the right to audit all relevant documents and calculation factors, which the District shall provide upon the Operator's reasonable request, associated with the security charges and services referenced herein upon reasonable notice to the District.

2. Payment by the Operator is due within fifteen (15) days of receipt of billing by the District.

3. The Operator shall, at all times and at its expense, control pedestrian and vehicular traffic from the AIRPORT premises onto the Aircraft Operations Area (AOA).

4. The District acknowledges and agrees that it is responsible for Airport security in accordance with the District's Airport Security Plan. The District makes no warranty, express or implied, that the security services it provides or contracts for will avert or prevent occurrences, or the consequences therefrom, which may result in loss or damage to the Operator. Except as provided herein, each Operator agrees that the District shall not be liable for any loss or damage of a security-related nature, irrespective of origin, to person or to property, whether directly or

indirectly caused by the performance or nonperformance of contract security service personnel, unless due to the District's gross negligence or willful misconduct.

E. U.S. CUSTOMS BUILDING – SPECIAL ASSESSMENT. The District will provide a building in accordance with the specifications set forth by the U.S. Customs and Border Protection Agency and Homeland Security (“U.S. Customs Building”) for the purpose of providing Customs Clearance Services. Each Operator with a lease that is equal to or greater than 1.8 acres (78,408 square feet) will pay on a monthly basis a pro-rata share of the District's actual and reasonable charges related to the construction of the U.S. Customs Building (“Special Assessment”), such charges to be computed based on the total number of square feet of the qualified leaseholds located upon the Airport at the time of such charges. The District agrees that the Operator shall also have the right to audit all relevant documents and calculation factors, which the District shall provide upon the Operator's reasonable request, associated with the Special Assessment referenced herein upon reasonable notice to the District. As of 2019 the total square footage of leases equal to or greater than 1.8 acres (78,408 square feet) is 1,419,581 and each such Operator will pay a pro-rata security fee rate of 0.007576 per square foot.

F. SAFETY FEE (ARFF). The District will provide an Aircraft Rescue Fire Fighting truck (ARFF Truck) for the purpose of providing an aircraft emergency response service that may include response for hazard mitigation, fire suppression, evacuation, and rescue of passengers and crew of an aircraft involved in an airport ground emergency. Each Operator will pay on a monthly basis a pro-rata share of the District's actual and reasonable charges for the ARFF Truck (“Safety Fee”), such Safety Fee to be computed based on the total number of square feet of the leaseholds located upon the Airport at the time of such charges. The District agrees that the Operator shall also have the right to audit all relevant documents and calculation factors, which the District shall provide upon the Operator's reasonable request, associated with the Safety Fee referenced herein upon reasonable notice to the District. As of 2019 the total square footage of the leaseholds located upon the Airport is 2,055,209 and each Operator will pay a pro-rata Safety Fee rate of \$0.002035 per square foot.

SECTION III OPERATING AGREEMENT FEES

All General Commercial Aviation Operators, and Fixed Base Operators leasing space at the Airport from the District or under a sub-lease with the District's consent, shall pay to the District, consistent with the terms of a duly executed Operating Agreement, the following operating fees:

A. FIXED BASE OPERATING FEES. Within thirty (30) days of each preceding month, Fixed Base Operators shall pay to the District two percent (2%) of the preceding monthly gross sales originating on or at the Airport, or \$1,000.00, whichever is greater.

B. GENERAL AVIATION COMMERCIAL OPERATOR FEES. All General Aviation Commercial Operators leasing or sub-leasing property on the Airport shall pay to the District two percent (2%) of the preceding monthly gross sales originating on or at the Airport.

C. GENERAL AVIATION COMMERCIAL OPERATORS NOT LEASING PROPERTY ON THE AIRPORT – OPERATIONAL FEES. All General Aviation Commercial Operators who derive revenues from services or sales performed, in whole or in part, at the Airport and who are not located on Airport property under a lease agreement with the District shall register annually with the Airport Manager, or at the time of the first sale or service rendered at the Airport in a calendar year. Such operators shall pay four percent (4%) of the total of each and every transaction for sales or service originating on or at the Airport within thirty (30) days, together with a duplicate invoice indicating the date and nature of the transaction and charges billed.

D. TEMPORARY OPERATING PERMIT FEES. All General Aviation Commercial Operators and other enterprises operating on the Airport under a temporary General Aviation Commercial Operating Permit shall pay a fixed fee of Five-Hundred Dollars (\$500.00) per twenty-four (24) consecutive hours. No more than six (6) twenty-four (24) hour temporary operating permits shall be issued to one General Aviation Commercial Operator as defined herein and as set forth in Section IV (B) within a calendar year.

E. FUEL PERMIT AND FLOWAGE FEES.

1. No aviation fuels shall be dispensed on the Airport except by persons holding a permit issued by the Airport Manager.

2. After initial issuance, the permit is renewable upon annual certification by the permit holder that the fueling equipment and operating personnel meet or exceed the fueling equipment and operating requirements of:

- (a) The City of Waukegan Fire Department;
- (b) The Federal Aviation Administration Regulations and Advisory Circulars;
- (c) National Fire Protection Association Regulations, Codes and Recommended Practices;
- (d) All applicable environmental regulations including, but not limited to, the United States Environmental Protection Agency (USEPA) and the Illinois Environmental Protection Agency (IEPA); and
- (e) All other applicable federal, state and local laws.

3. Operators of mobile or fixed fueling equipment, having a lease, Operating Agreement, Fueling Agreement and Fueling Permit permitting the distribution of aviation fuels to that Operator's owned or leased Aircraft, based on the Airport, shall pay the District an annual fee of \$1,000 for the Fueling Permit. Fueling Permits are not transferable and shall be revoked upon failure of the Operator to comply with any provisions of this Ordinance, or any lease, Operating Agreement, or Fueling Agreement.

4. Fuel flowage fees shall be paid within thirty (30) days of each fuel delivery to the fueling Operator. The fuel delivery slip, receipt, or other evidence of delivery shall be submitted

to the Airport office, for each delivery to the fueling Operator, at the time of payment of fees to the Airport. It is the responsibility of the fueling Operator to ensure that the bill of lading, receipt or other evidence of delivery is submitted either by the fueling Operator receiving the fuel, or by the vendor delivering the fuel at the time of payment to the Airport.

5. For fuel purchases a flowage fee of fourteen cents (0.14) per gallon shall be charged.

6. A late charge of two percent (2%) per month shall be charged for all fuel flowage fees not received by the District pursuant to Section III.

F. U.S. CUSTOMS CLEARANCE FEES. The District will provide U.S. Customs and Border Protection International Clearances for the following fees:

- | | | |
|------------------------------|-----------|-----------------------------|
| 1. Single Engine Aircraft | \$ 99.50 | Plus overtime if applicable |
| 2. 8,000 lbs. and under | \$199.50 | Plus overtime if applicable |
| 3. 8,001 lbs. to 27,000 lbs. | \$750.00 | Plus overtime if applicable |
| 4. 27,001 lbs. and above | \$1025.00 | Plus overtime if applicable |

In addition, there is a \$150.00 charge to dispose of each international garbage bag.

Regular hours are Monday – Friday 1100 – 1900 local time. Overtime charges apply outside of the normal hours.

SECTION IV AUTHORIZATION FOR GENERAL AVIATION COMMERCIAL OPERATIONS AND FIXED BASE OPERATIONS

A. GENERAL AVIATION COMMERCIAL OPERATIONS.

1. No person shall engage in any General Aviation Commercial Operation within the boundaries of the Airport unless an Operating Agreement has been executed prior to the commencement of such enterprise.

2. No person subject to an Operating Agreement with the District shall allow any other person to operate an independent or unrelated business or venture which would require such person to enter into their own Operating Agreement with the District. A Fixed Based Operator or General Aviation Commercial Operator who permits, as part of his operation, another person to conduct a business or enterprise without an Operating Agreement shall be liable to the District for all fees as provided in Section V hereof, which the District shall have a right to collect from the business or venture being conducted without an Operating Agreement.

B. TEMPORARY GENERAL AVIATION COMMERCIAL OPERATIONS. When a person desires to conduct General Aviation Commercial Operations on a temporary basis within the boundaries of the Airport, a temporary General Aviation Commercial Operating Permit must

be obtained from the Airport prior to commencing such activities. The District shall evaluate applications for temporary General Aviation Commercial Operating Permits on a case-by-case basis. No more than six (6) temporary General Aviation Commercial Operating Permits will be issued within a calendar year.

C. FIXED BASE OPERATIONS. No person shall engage in the activities of a Fixed Base Operator or hold himself out as a Fixed Base Operator within the boundaries of the Airport prior to execution of an Operating Agreement with the District and compliance with this Ordinance and the Minimum Standards for Commercial Activities, Waukegan National Airport, as amended from time to time.

D. NECESSITY OF OPERATING AGREEMENT. No FBO or General Aviation Commercial Operator shall conduct any activity upon the Airport, or use the Airport as a base or terminal for any General Aviation Commercial Operations, Fixed Base Operations, local operations, aircraft maintenance, non-scheduled or scheduled carrying of passengers, freight, or express mail, air-ground radio communication facilities, student pilot training, flying club operations, sales of new or used Aircraft, sale or rental of any commodities, supplies or services, or any other enterprise generating the charge or receipt of money, directly or indirectly, as a result of the activity within the boundaries of the Airport, except pursuant to a valid and current Operating Agreement with the District.

E. OPERATING AGREEMENT REQUIRED FOR SUBLEASE. Any person or entity conducting an operation at the Airport pursuant to an Operating Agreement shall not sublease space to a third person for any operation regulated by this Ordinance, unless such third person has entered into an Operating Agreement with the District. Violation of this provision shall result in revocation of the Operating Agreement.

F. FINANCIAL REQUIREMENTS. Fixed Base Operators and General Aviation Commercial Operators shall be required to furnish evidence of financial ability to conduct the enterprise for which they seek an Operating Agreement.

**SECTION V
FEES FOR AIRCRAFT PARKING
OR TIE DOWN ON GENERAL AVIATION USE RAMPS**

On General Aviation Public Use Ramps, all persons operating General Aviation Aircraft, General Aviation Itinerant Aircraft, itinerant, and Non-Signatory Air Carrier Aircraft (except Military Aircraft and Public Aircraft) shall pay parking fees or tie down fees to the District directly, or through its FBO, pursuant to the following schedule:

A. FBO DAILY PARKING FEES FOR GENERAL AVIATION ITINERANTS AND NON-SIGNATORY AIR CARRIER

AIRCRAFT WEIGHT CLASS	DAILY FEE
1. All Aircraft 0 – 12 hours	No Charge

2. After the 12 th hour, Aircraft weighing less than 3,000 lbs. MGTW shall pay a one-day parking fee. Said fee shall be waived upon purchase of ten (10) gallons of fuel or more.	\$5.00
3. After the 12 th hour, Aircraft weighing 3,000 lbs. or more and less than 7,000 lbs. MGTW shall pay a one-day parking fee. Said fee shall be waived upon purchase of twenty (20) gallons of fuel or more.	\$10.00
4. After the 12 th hour, Aircraft weighing 7,000 lbs. MGTW or more and less than 12,500 lbs. MGTW shall pay a one-day parking fee. Said fee shall be waived upon purchase of fifty (50) gallons of fuel or more.	\$50.00
5. After the 12 th hour, Aircraft weighing 12,500 lbs. MGTW or more and 90,000 lbs. MGTW or greater shall pay a one-day parking fee. Said fee shall be waived upon purchase of two hundred (200) gallons of fuel or more.	\$100.00
6. After the 12 th hour, Aircraft weighing less than 90,500 lbs. MGTW shall pay a one-day parking fee. Said fee shall be waived upon purchase of three hundred fifty (350) gallons of fuel or more.	\$500.00

All fees are daily fees and are incurred after the Aircraft has been parked for more than twelve (12) hours. There shall be no proration of daily fees.

B. FBO WEEKLY PARKING FEES FOR GENERAL AVIATION ITINERANTS AND NON-SIGNATORY AIR CARRIER AIRCRAFT.

Aircraft owners or Operators may elect to pay a weekly parking fee commencing at the time daily parking fees commence and continuing for seven (7), consecutive, twenty-four (24) hour periods without being subject to proration according to the following schedule:

AIRCRAFT WEIGHT CLASS	WEEKLY FEE
1. Aircraft weighing less than 3,000 lbs. MGTW	\$50.00
2. Aircraft weighing 3,000 lbs. MGTW or greater and less than 7,000 lbs. MGTW	\$100.00

3. Aircraft weighing 7,000 lbs. MGTW or greater and less than 12,5000 lbs. MGTW	\$300.00
4. Aircraft weighing 12,5000 lbs. MGTW or greater and less than 90,000 lbs. MGTW	\$500.00
5. Aircraft weighing more than 90,000 lbs. MGTW	\$1,000.00

C. FBO MONTHLY TIE DOWN FEES.

AIRCRAFT WEIGHT CLASS	MONTHLY FEE
1. Aircraft weighing less than 3,000 lbs. MGTW	\$75.00
2. Aircraft weighing 3,000 lbs. MGTW or greater and less than 7,000 lbs. MGTW	\$350.00
3. Aircraft weighing over 7,000 lbs. MGTW	Weekly Parking Rate Multiplied by Four (4)

D. FEES FOR DISTRICT OWNED T-HANGARS. The rental fee for large T-Hangars shall be four hundred twenty-five dollars (\$425.00) per month, plus all utilities, payable to the District. The rental fee for small T-Hangars shall be three hundred twenty-five dollars (325.00) per month, plus all utilities, payable to the District. In addition, upon commencement of a rental of either a large or small T-Hangar owned by the District, the Aircraft Owner or Operator shall pay the District an annual fee of sixty dollars (\$60.00) for the provision of security at the airport, which fee shall be non-refundable.

E. FEES FOR DISTRICT OWNED TIE DOWNS. The rental fee for a District-owned Tie Down shall be sixty-five dollars (\$65.00) per month, payable to the District. In addition, upon commencement of a rental of a Tie Down owned by the District, the Aircraft Owner or Operator shall pay the District an annual fee of sixty dollars (\$60.00) for the provision of security at the airport, which fee shall be non-refundable.

F. EXAMPLES OF AIRCRAFT WEIGHT CLASSES.

AIRCRAFT WEIGHT CLASS	TYPE
1. Aircraft weighing less than 3,000 lbs. MGTW	Cessna 172, 182, Piper Cherokee, Beech Bonanza, etc.
2. Aircraft weighing 3,000 lbs. MGTW or greater and less than 7,000 lbs. MGTW	Beech Baron, Duke, Cessna 310, 340, etc.

3. Aircraft weighing 7,000 lbs. MGTW or greater and less than 12,500 lbs. MGTW	King Air 90, Cheyenne, Conquest MU-2, etc.
4. Aircraft weighing 12,500 lbs. MGTW or greater and less than 90,000 lbs. MGTW	All small, mid, large-mid and large jets and XL jets
5. Aircraft weighing more than 90,000 lbs. MGTW	DC-9, 727, 737, C-130

**SECTION VI
REQUIREMENTS FOR THE OPERATION OF CERTAIN
MOTOR VEHICLES WITHIN THE AIRPORT BOUNDARIES**

A. COMMERCIAL BUSINESS VEHICLES.

1. Except as hereinafter provided, no Commercial Vehicle including buses, limousines, courtesy cars, and taxicabs shall be operated within the Airport boundaries for the purpose of transporting passengers, patients, freight pickup or delivery, without first obtaining a Commercial Vehicle permit and entering into an Operating Agreement with the District and paying the requisite annual fee of \$500.00.

2. All persons authorized to operate such Commercial Vehicles under a permit and Operating Agreement as set forth above, shall display the appropriate District permit or decal or have proof of payment of the requisite fee at all times while operating within the Airport boundaries and shall obey all rules and regulations of the Airport with respect to the operations of Commercial Vehicles.

3. All Commercial Vehicles must be properly licensed, be mechanically well maintained, in a safe operating condition and kept in a neat and clean appearance in order to operate within the boundaries of the Airport.

B. AIRPORT BASED VEHICLES. Commercial Vehicles kept in Airport parking lots for rental or transportation of customers to and from the Airport and which are based exclusively at the Airport for use by users of the Airport, shall purchase an annual permit. The permit fee shall be \$240.00 per vehicle.

**SECTION VII
REVOCATION OF PERMITS**

The Executive Director of the District or the Airport Manager may revoke a permit for violation of any rule, regulation or provision of this Ordinance as amended, or violation of any state or federal ordinance or law, which occurs on Airport property. Prior to revocation, the Operator shall receive seven (7) days written notice of the specific violation and demand to correct said violations from the Executive Director or Airport Manager. Within seven (7) days after revocation of the permit, the Operator may serve a written request upon the Airport Manager to conduct a hearing at which time the Operator may present evidence that no violation has occurred or other evidence in opposition to the charges and ask for reinstatement of the permit. The Airport

Manager shall adopt rules governing the conduct of these hearings subject to the approval of the District Board.

SECTION VIII ACCOUNTING RECORDS – AUDIT

All Fixed Base Operators, and General Aviation Commercial Operators, pursuant to the terms of their Operating Agreement shall keep true and complete books, records and accounts of all financial transactions arising out of the operation of the enterprise and shall maintain these records and accounts of all financial transactions arising out of the operation of the enterprise for a period of 12 months after the termination or expiration of the Operating Agreement. The District, its duly authorized agents or representatives, and Fixed Base Operator, have the right to examine and audit any accounts and records of the General Aviation Commercial Operator at any reasonable time for the purpose of determining the accuracy of the data contained in such accounts and records. In the event the audit discloses a delinquency of funds owed to the District pursuant to the terms of this Ordinance and the Operating Agreement, the Fixed Base Operator, or General Aviation Commercial Operator, shall be required to pay to the District the cost of the audit, the discrepancy of any fees owed to the District established by the audit, and any and all statutory interest thereon and any and all fees, including attorneys' fees, incurred in collection of sums which are determined to be owed the District following the audit.

SECTION IX COMPLIANCE

A. PAYMENT AND REPORTING COMPLIANCE. A condition precedent to the use of the Airport by any Fixed Base Operator or General Aviation Commercial Operator is the prompt compliance with all reporting and payment requirements within this Ordinance and within all Operating Agreements.

B. DELINQUENCY. Failure to comply with reporting and payment requirements set forth in this Ordinance and any applicable Operating Agreement or Temporary General Aviation Commercial Operating Permit, shall terminate the delinquent Operator's right to the use of the Airport facilities until such time as the delinquency is cured.

C. NOTICE. The permanent termination of a Fixed Base Operator, or General Aviation Commercial Operator's right to use of the Airport under this paragraph will not occur until the Operator has received notice as set forth in Section VII, of his, her or their right to be heard before the Airport Manager who shall adopt such rules and regulations for the hearing as may be approved by the District and amended from time to time. In no event shall the hearing occur more than ten (10) days after the notice to the Operator.

SECTION X DISTRICT'S LIEN RIGHTS

A. LIEN FOR FEES AND CHARGES. The District shall have a valid and first lien for payment of all fees and charges enumerated in this Ordinance and under the terms set forth in the Operating Agreement upon the personal property at the Airport of the Fixed Base Operator,

General Aviation Commercial Operator or those persons holding a Temporary General Aviation Commercial Operating Permit.

B. REMEDIES. In addition to the District bringing legal or statutory action to foreclose its lien, the District may pursue all rights, actions, and remedies at law and in equity to enforce collection of the fees and charges imposed by this Ordinance.

SECTION XI DELINQUENT PAYMENTS

For all payments due to the District under the provisions of this Ordinance, or under agreements or permits regulated by this Ordinance, and which are delinquent more than thirty (30) days from the date payment is due to the District, interest shall be added at the rate of two percent (2%) per month to the delinquent amounts until payment, with all accrued interest, is made in full.

SECTION XII SEVERABILITY

The validity or enforceability of any sentence, clause, or provision in this Ordinance, or any part thereof, shall not affect the validity or enforceability of any other portion of this Ordinance.

SECTION XIII REVIEW AND MODIFICATION

The rates, fees and charges established by this Ordinance are subject to annual review and modification by the District.

SECTION XIV

In the event any prior Ordinance or sub-part thereof, is inconsistent with the terms of this Ordinance, the terms of this Ordinance shall prevail.

SECTION XV REPORTING REQUIREMENTS

In addition to other specific reporting requirements set out on this Ordinance, all Signatory Air Carriers and Non-Signatory Air Carriers must report passenger enplanements annually to the District. Such report may be a copy of the form required by the federal government for reporting Enplaned Passengers.

SECTION XVI PENALTIES

Any Operator found to have violated any of the provisions contained in this Ordinance, or failing to comply with any of the mandatory requirements of this Ordinance, shall be punished by a fine not to exceed \$500.00, per day. An Operator is guilty of a separate offense for each and

every day during which any violation of any provision of this Ordinance is permitted or allowed to continue by any Operator.

SECTION XVII
EFFECTIVE DATE

This Ordinance, should it be passed and approved by the Board, shall be in full force and effect from and after the later of the following dates to occur (“*Effective Date*”): (i) August 1, 2019; or (ii) ten (10) calendar days after the date of its publication in the *Lake County News-Sun* pursuant to the requirements set forth in 70 ILCS 1865/24.

[SIGNATURE PAGE FOLLOWS]

This **ORDINANCE 19-O-03**, consists of eighteen (19) pages, including this page, and was hereby:

PRESENTED AND READ this 17th day of July 2019

PASSED AND APPROVED this 17th day of July 2019

ROLL CALL:

Ayes: Nays : Absent: Abstain:

APPROVED:

Grant B. Farrell, Chairman

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this 22 day of July 22, 2019