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1. GENERAL PROVISIONS

1.1. Definitions

- 1.1.1. Definitions identified and defined in Section 2 (Definitions), whenever used in the Primary Guiding Documents, shall be construed as defined therein unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.
- 1.1.2. All defined words are capitalized throughout the Primary Guiding Documents.

1.2. Governing Body

- 1.2.1. The Chicago Executive Airport (Airport) is owned by the Village of Wheeling, Illinois and the City of Prospect Heights, Illinois (Municipalities) and governed by and through the Chicago Executive Airport Board of Directors (Board).
- 1.2.2. The following powers are specifically reserved to the Municipalities:
 - 1.2.2.1. appointment of the chairman and members of the Board, subject to the provisions of the Intergovernmental Agreement;
 - 1.2.2.2. appointment, discharge, and disciplinary action with respect to the Airport Manager, subject to the provisions of the Intergovernmental Agreement;
 - 1.2.2.3. approval of the Airport Layout Plan submitted to the FAA and the State of Illinois, the Primary Guiding Documents, and any other similar documents relating to the general operation of the Airport (together referred to herein as the Governance Documents);
 - 1.2.2.4. approval of any Agreements with Lessees, businesses, or other parties operating at the Airport, which proposed Agreements do not conform with the Governance Documents:
 - 1.2.2.5. approval of any debt obligation or revenue obligation, as defined in the Intergovernmental Agreement;
 - 1.2.2.6. approval of the annual budget of the Airport and the Board, provided that if either municipality fails to approve the proposed budget, the Board is authorized to proceed with funding and expenditures on a temporary basis under the prior year's approved budget until such time as the Municipalities approve the current budget; and
 - 1.2.2.7. approval of any land acquisition for the Airport.
- 1.2.3. The following powers and duties are delegated to the Board:
 - 1.2.3.1. to participate in a special joint meeting with the Municipalities for the appointment, removal, or discipline of an Airport Manager, as provided in the Intergovernmental Agreement;
 - 1.2.3.2. to define the duties and responsibilities of the secretary and treasurer and any additional duties of the chairman of the Board;
 - 1.2.3.3. to propose for approval by the Municipalities an annual budget for the Airport in accordance with the Intergovernmental Agreement;
 - 1.2.3.4. to designate within said annual budget the specific line item budgeted amounts and, after approval of the budget and as reasonably appropriate, to transfer category amounts within the same budget department;
 - 1.2.3.5. to enter into contracts for and make expenditures for items in the annual budget of the Board;
 - 1.2.3.6. to conduct such studies and to develop such programs, recommendations, or findings as may be requested by the Municipalities;
 - 1.2.3.7. to make recommendations to the Municipalities on private financing of Airport improvements, studies, and land acquisitions;
 - 1.2.3.8. to recommend amendments to the Intergovernmental Agreement;
 - 1.2.3.9. to review and recommend for approval by the Municipalities an Airport Layout Plan for the Airport;



- 1.2.3.10. to enter into any FBO Agreements, land Leases, rental Agreements and all other agreements which are in conformity with the Governance Documents;
- 1.2.3.11. to submit grant applications to federal and state Agencies for improvements, studies or land acquisition associated with the Airport, provided that such projects are within the approved Airport Layout Plan;
- 1.2.3.12. to submit and execute on behalf of the Municipalities all other documents, agreements, assurances and contracts with any federal or state Agencies pursuant to projects within the approved Airport Layout Plan;
- 1.2.3.13. to employ or enter into budgeted contracts of employment of any person, firm, corporation, and for professional services, necessary and desirable for the accomplishment of the objectives and the proper administration, management, protection or control of the Airport:
- 1.2.3.14. to recommend rules and regulations and minimum standards for the operation of the Airport;
- 1.2.3.15. to recommend rates and charges for airport usage;
- 1.2.3.16. to sue in its own name and on behalf of the Municipalities with the approval of both Municipalities for Airport related matters; and
- 1.2.3.17. to exercise all other powers, not specifically reserved to the Municipalities, which are incidental, necessary, convenient or desirable to carry out and effectuate the specific powers provided above or for the operation and maintenance of the Airport as a general aviation facility.

1.3. Statement of Policy

- 1.3.1. It is the intent of the Municipalities and Board to: (1) plan, manage, operate, finance, and develop the Airport to ensure its long-term financial health and protect and promote the health, safety, and general welfare of the public consistent with all applicable Regulatory Measures and (2) encourage the development and operation of General Aviation businesses and the provision of quality aviation products, services, and facilities to the public at the Airport.
- 1.3.2. Therefore, the following mission statement has been established for the Airport.
 - 1.3.2.1. To be provide a safe, modern aviation facility to serve the business and recreational needs of our residents, neighbors, and users; to act as a vital local link in the national airport systems plans and an asset for enhancing the economic climate of this area.
- 1.3.3. As set forth by the Federal Aviation Administration (FAA), by way of its Airport Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on fair and reasonable terms and without unjust discrimination.

1.4. Airport Management

- 1.4.1. The Airport Manager is responsible for the operation, management, maintenance, and security of the Airport and all Municipalities' owned and Board operated Airport land, Improvements, facilities, Vehicles, and equipment.
- 1.4.2. The Municipalities and Board has authorized and directed the Airport Manager to:
 - 1.4.2.1. interpret, administer, and enforce Agreements and these Primary Guiding Documents and the authority to permit temporary, short-term occupancy or use of certain Airport land or Improvements; and
 - 1.4.2.2. obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the Board under these Primary Guiding Documents.



1.4.3. All official inquiries to the Board regarding these Primary Guiding Documents and/or compliance therewith should be directed to the Airport Manager.

1.5. Authority to Adopt

1.5.1. These Primary Guiding Documents are promulgated under the authority granted by Illinois Compiled Statues 620 5/25.01, which specifically grants the Municipalities the power to "acquire, establish, construct, own, control, lease, equip, improve, maintain and operate airports".

1.6. Effective Date

1.6.1. Unless repealed by the Municipalities, these Primary Guiding Documents shall be in effect and shall remain in effect from the date of adoption by the Municipalities.

1.7. Compliance with Regulatory Measures

1.7.1. All entities occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the entity's expense, with all applicable Regulatory Measures including, without limitation, those of the federal, state, and local government and any other Agency having jurisdiction over the Airport, the businesses operating at the Airport, and the activities occurring at the Airport including the United States Department of Transportation, the FAA, the State of Illinois, the Village of Wheeling, Illinois, and the City of Prospect Heights, Illinois, the Board, and these Primary Guiding Documents; all as may be in effect and amended from time to time.

1.8. Conflicting Regulatory Measures and Agreements

- 1.8.1. If a provision of these Primary Guiding Documents is found to be in conflict with any other provision of these Primary Guiding Documents or in conflict with a provision of any Regulatory Measure, the provision that establishes the higher or stricter standard or requirement shall prevail.
- 1.8.2. It is not the intent of these Primary Guiding Documents to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any Regulatory Measure except those specifically repealed by these Primary Guiding Documents.
- 1.8.3. It is not the intent of these Primary Guiding Documents to excuse any entity from performing any obligation it may have with the Board as set forth in any Agreement the entity has with the Board, whether such Agreement is in existence on the date of the adoption of these Primary Guiding Documents or entered into at any time thereafter.
- 1.8.4. No existing or future Agreement, nor any payment or performance required thereunder, shall excuse any entity from full and complete compliance with these Primary Guiding Documents.

1.9. Repeal of Regulatory Measures

1.9.1. All Airport leasing, minimum standards, rules and regulations, and development guidelines previously enacted and any other Municipalities or Board ordinance or resolution that is specific to the Airport and in conflict with these Primary Guiding Documents is hereby repealed to the extent of the conflict.

1.10. Right to Self-Service

- 1.10.1. These Primary Guiding Documents will not exercise or grant any right or privilege which operates to prevent any entity operating Aircraft on the Airport from performing any services on its own Aircraft with its own Employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.
 - 1.10.1.1. However, individual Operators may restrict the use of their exclusive Leased Premises;



1.10.1.2. and all Aircraft Operators must adhere to all applicable Regulatory Measures in the performance of any services on its own Aircraft.

1.11. Prohibited Activities

1.11.1. Entities desirous of or having "Through-the-Fence" access shall not be permitted to engage in FBO activities (as outlined in Section 3 of the Minimum Standards) and/or install or operate fuel storage facilities for the purpose of meeting self-service fueling standards (as outlined in Section 13 of the Minimum Standards) on land located off and adjacent to the Airport.

1.12. Fines

- 1.12.1. Entities shall have the responsibility to pay any fine or penalty levied against entity, the Airport, the Municipalities, the Wheeling Board of Trustees and Prospect Heights City Council, the Board, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of entity's failure to comply with any applicable Regulatory Measure.
- 1.12.2. If the fine or penalty is contestable (and contested by the entity), entity shall pay the fine or penalty when upheld by the Agency having jurisdiction.

1.13. Severability

1.13.1. If one or more clauses, sections, or provisions of these Primary Guiding Documents shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of these Primary Guiding Documents.

1.14. Subordination

1.14.1. These Primary Guiding Documents are subject and subordinate to the provisions of any existing or future Agreements between the Municipalities or Board and the state of Illinois or the United States pertaining to the operation, management, planning, and development of the Airport.

1.15. Notices, Requests for Approval, Applications, and Other Filings

1.15.1. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Airport Manager and any notice or communication required or permitted to be given or filed with any Lessee, prospective Lessee, Sublessee, prospective Sublessee, Operator, or prospective Operator pursuant to these Primary Guiding Documents shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, or in person (with dated and signed receipt), and shall be deemed to have been given when delivered to the Airport Manager, Lessee, Sublessee, or Operator at their principal place of business or such other address as may have been provided to the Airport Manager.

1.16. Amendments

- 1.16.1. These Primary Guiding Documents may be supplemented, amended, or modified by the Municipalities from time to time and in such a manner and to such extent as is deemed appropriate by the Municipalities.
- 1.16.2. The Municipalities, Board, and Airport Manager may issue special rules, regulations, notices, memorandums, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate by the Municipalities, Board, or Airport Manager.
- 1.16.3. The Board shall provide for public notification of pending amendments to these Primary Guiding Documents in order to provide the opportunity for public comment and input by Operators, Lessees, Sublessees, consumers, users, and the community.



1.17. Variance or Exemption

- 1.17.1. A special variance or exemption may be obtained from the Municipalities provided that the variance or exemption is petitioned for in writing and that permission for the variance or exemption is obtained in writing from the Municipalities.
 - 1.17.1.1. Each variance or exemption shall be petitioned separately.
- 1.17.2. Requests for special variance or exemption must state definitively the Primary Guiding Document and the provision, for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason or rationale for the proposed variance or exemption, and identify the duration of the proposed variance or exemption.
- 1.17.3. The Municipalities have the right, but are not obligated, to approve variances to these Primary Guiding Documents when a specific clause, section, or provision does not seem justified in a particular case because of special conditions and unique circumstances.
- 1.17.4. Any variance or exemption approved by the Municipalities shall apply only to the special conditions or unique circumstances of the particular case under which the variance or exemption is granted and shall not serve to amend, modify, or alter the Primary Guiding Documents.
- 1.17.5. When a specific product, service, or facility is not currently being provided at the Airport, the Board may enter into an Agreement with an FBO or SASO with terms and conditions that are less restrictive than those outlined in these Primary Guiding Documents (e.g., reduced rents, lower minimum standards, etc.), only for a limited period of time, not to exceed 12 months (i.e., pioneering period). The maximum duration of the pioneering period shall be specified in the Agreement and shall only be valid during that specific period of time.

1.18. Enforcement

- 1.18.1. The Board shall be responsible for enforcement of these Primary Guiding Documents.
 - 1.18.1.1. The Airport Manager is empowered to require compliance with and enforce these Primary Guiding Documents.
- 1.18.2. Any entity who violates these Primary Guiding Documents may be cited, removed from the Airport, denied the use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Board including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.
 - 1.18.2.1. In addition, any entity that violates these Primary Guiding Documents shall, upon conviction thereof, be punished by a fine of not less than \$50.00 nor more than \$500.00, together with the costs of prosecution, and in default of payment of forfeiture and costs of prosecution shall be imprisoned until such forfeiture and costs are paid, but not exceeding 30 days.
 - 1.18.2.2. Each day's continuing failure to comply with, or violation of, these Primary Guiding Documents shall constitute a separate and distinct violation.
- 1.18.3. In the event Operator, Lessee, Sublessee, or other authorized user fails to comply with these Primary Guiding Documents, the Airport Manager shall send a written statement of violation to such entity at its last known address. The entity shall have 10 days within which to provide a statement to the Airport Manager explaining why the violation occurred and to advise the Airport Manager that the violation has been corrected. The Board, in their own discretion, has the right to revoke the entity's privileges at the Airport or may suspend the operations for such period of time as they deem necessary in order to obtain a correction of the violation. In addition, any such violation(s) shall be considered in renewing the entity's application. The entity



- shall pay for any costs incurred by the Airport, including but not limited to attorney fees, under this paragraph.
- 1.18.4. Violation of these Primary Guiding Documents may also or alternatively result in revocation of Apron access or use privileges, termination of any Agreement, denial of use of the Airport, and/or prosecution under the applicable Regulatory Measure.
- 1.18.5. Any person denied use of the Airport due to a violation of these Primary Guiding Documents may only use the Airport for the purpose of enplaning or deplaning (as a passenger) Aircraft using the Airport.
- 1.18.6. Excluding disputes involving Fair Market Rent or Fair Market Value (for which the dispute resolution process shall be followed), parties aggrieved by a decision of the Airport Manager may appeal (in writing) such decision to the Board within 10 days after such decision is issued.
- 1.18.7. The decision of the Board may be appealed to the Communities whose decision shall be final; provided, that the Board's decision shall not be stayed pending any appeal.

1.19. Codification

1.19.1. The provisions of these Primary Guiding Documents shall become and be made a part of the Village of Wheeling and City of Prospect Heights Municipal Code, as may be amended from time to time.

1.20. Rights Reserved

- 1.20.1. In addition to the following rights and privileges, the Municipalities and/or Board reserve the rights and privileges outlined under federal and/or state Airport Assurances as such rights and privileges may be amended from time to time.
 - 1.20.1.1. The Board reserves and retains the right to permit use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.
 - 1.20.1.2. The Municipalities further reserve the right to designate specific Airport areas for Activities in accordance with the currently adopted Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future Activities and the land and/or Improvements that may be available and/or used for specific Activities and shall be consistent with the safe, orderly, and efficient use of the Airport.
 - 1.20.1.3. The ALP reflects an Agreement with the FAA regarding the proposed allocation of Airport land and/or Improvements to specific uses and/or development. It is the policy of the Municipalities that any use, occupancy, construction, or modification of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, orderly, or efficient use of the Airport. While the Municipalities may consider making application to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, nothing contained in this these Primary Guiding Documents shall require or obligate the Municipalities to make such application.
 - 1.20.1.4. The Board reserves the right to develop and make any improvements and/or repairs at (or to) the Airport that they deem necessary in accordance with the Airport Layout Plan and Budget. The Board will provide advance notice of the date and time that such development, improvements, and/or repairs will be made. The Board shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any expense incurred or loss of revenue (or inconvenience) that may result from such development, improvement, and/or repair.



- 1.20.1.5. The Board reserves the right to prohibit any entity from using the Airport or engaging in Activities at the Airport (and/or revoke or suspend any privileges granted to any entity) upon determination by the Board that such Operator has not complied with these Primary Guiding Documents, any other applicable Regulatory Measure, any other directives issued by the Municipalities or Board, or has otherwise jeopardized the safety of entities utilizing the Airport or the land and/or Improvements located at the Airport, subject to the appeal provisions of Section 1.18.7 herein.
- 1.20.1.6. The Board will not enter into an Agreement that will require the Board to relinquish the right to take any action the Board considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent an entity from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- 1.20.1.7. The Board will not enter into an Agreement that requires the Municipalities or Board to waive any sovereign, governmental, or other immunity to which the Municipalities or Board may be entitled nor shall any provision of any Agreement be so construed or that would require the Municipalities or Board to submit to the laws of any state other than those of the state of Illinois.
- 1.20.1.8. The Board is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development proposed by a prospective Operator.
- 1.20.1.9. While the Board may choose to pursue federal, state, or other available funds to contribute to the development, the Board is under no obligation to do so. In addition, the Board is under no obligation to provide matching funds if required to secure such funding.
- 1.20.1.10. The Municipalities and Board reserve the right to take such actions as they may deem necessary, appropriate, and/or in the best interest of the Municipalities or Board to preserve and protect the safety and integrity of the Airport's mission, vision, and facilities as well as those who use the Airport.

1.21. Grounds for Denial

- 1.21.1. The Board may reject any proposal or any application for any one or more of the following reasons:
 - 1.21.1.1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Municipalities or Board. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
 - 1.21.1.2. The entity's proposed Activities and/or Improvements will create a safety hazard at or on the Airport.
 - 1.21.1.3. The Board would be required to expend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the Board is unwilling and/or unable to spend and/or will result in a financial loss or hardship for the Board.
 - 1.21.1.4. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed Activity of the entity (at the time the proposal or application is submitted), nor is such availability contemplated within a reasonable time frame.
 - 1.21.1.5. The proposed Activities and/or Improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the entity.
 - 1.21.1.6. The development or use of the land requested by the entity will result in a congestion of Aircraft and/or the Improvements will, in the sole discretion of the Board, unduly interfere with Activities of any existing Operator on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator.
 - 1.21.1.7. The entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.



- 1.21.1.8. The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
- 1.21.1.9. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of materially violating the Regulatory Measures of the Municipalities or Board (or any other airport), the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed Activity.
- 1.21.1.10. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- 1.21.1.11. The entity has not demonstrated that is possesses adequate financial responsibility or that it is reasonably capable to undertake the proposed Activity.
- 1.21.1.12. The entity cannot provide a performance bond or applicable insurance in the type and amounts required by the Municipalities or Board for the proposed Activity.
- 1.21.1.13. The entity or an officer or director of Applicant has been convicted of a felony.
- 1.21.1.14. The entity's proposed Activity has been or could be detrimental to the Airport.
- 1.21.1.15. The entity seeks terms and conditions which are inconsistent with Municipalities' policies or any request for proposal (or any other invitation for proposals) issued by the Municipalities or Board.
- 1.21.1.16. The entity's interests and/or the proposed Activity or use is inconsistent with the Airport's mission (purpose), vision, values, goals, or objectives; the best interests of the Municipalities and Board; or, any Airport Assurances.



2. **DEFINITIONS**

<u>Abandoned</u>, As applied to Property (excluding Aircraft or Vehicles) left at the Airport, means that it has been left on the Airport for 48 hours without the owner moving or claiming it.

<u>Abandoned Vehicle</u>, Any Vehicle that has remained stationary on the Airport in excess of 72 hours and is in a condition that would render the Vehicle undrivable, including expired license plates, missing (or flat) tire, and/or broken window.

AC, Advisory Circular

<u>Accident</u>, A collision or other contact between any part of an Aircraft, Vehicle, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emerging from a moving Aircraft or Vehicle by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities"), Any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sale of Aircraft parts, and any other Activities which, in the sole judgment of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For all purposes of the Primary Guiding Documents, all products and services described herein are deemed to be "Aeronautical Activities".

<u>Affiliate</u>, Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. "Control" for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

<u>Agency</u>, Any federal, state, or local governmental entity, unit, agency, organization, or authority.

Agreement (or "Permit"), A written contract, executed by both parties, and enforceable by law between the Board and an entity granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties.

<u>Air Operations Area (AOA)</u>, This area includes Aircraft Movement Areas, Aprons, loading ramps, and safety areas.



<u>Air Traffic Control (or "ATC")</u>, A service operated by appropriate authority to promote the safe, orderly, and expeditious flow of air traffic.

<u>Aircraft</u>, Any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

<u>Aircraft Design Group</u>, A grouping of Aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet.

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

<u>Aircraft Maintenance</u>, The repair, maintenance, alteration, preservation, or inspection of Aircraft (including the replacement of parts). Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft and their accessories.

<u>Aircraft Operator</u>, A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

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

<u>Airport</u>, The Chicago Executive Airport and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant and sponsor assurance) and as it may hereinafter be extended, enlarged, or modified.

<u>Airport Assurances</u>, Assurances with which Airport owner/operators must comply, in the performance of grant agreements for Airport development, Airport planning, and noise compatibility program grants for Airport sponsors.

<u>Airport Manager</u>, The individual charged with the duty to manage, supervise, control, and protect the Airport or such other employee of the Chicago Executive Airport as the Airport Manager may from time to time designate in writing to carry out the duties of the Airport Manager.



<u>Airport Operations</u>, The number of arrivals and departures from the airport at which the control tower is located. There are two types of operations: local (operations performed by aircraft which (1) operate in the local traffic pattern or within sight of the airport; (2) are known to be departing for, or arriving from flight in local practice areas located within a 20 mile radius of the airport; and (3) execute simulated instrument approaches or low passes at the airport) and itinerant (all aircraft operations other than local operations).

<u>Airport Roadway</u>, Those vehicular ways on the Airport designated and made available by the Airport as ways to which the public has the right of access.

<u>Airport Layout Plan, (or "ALP")</u>, The currently approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings, roadways, utilities, navaids, etc.

<u>Applicant (or "Proposed Operator")</u>, An entity desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

<u>Appraiser</u>, A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.

<u>Apron</u>, Those paved areas of the Airport within the AOA designated by the Chicago Executive Airport for the loading or unloading of passengers, servicing, or parking of Aircraft.

<u>Association</u>, an entity legally formed and recognized under the laws of the state of Illinois having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

<u>Authorizing Agent</u>, Any business, Lessee, or Aircraft Operator based at the Airport, or an Agency that holds a contract with the Airport.

Autogas, Automobile gasoline

Avgas, Aviation Gasoline

Base Rate, Rents and/or fees paid by the Operator during the first year of the Agreement.

<u>Based Aircraft</u>, Any Aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) and registered at the Airport with an assigned tie-down or hangar space on the Airport or adjoining property that has direct Taxiway access to the Airport.

<u>Board</u>, The Chicago Executive Airport Board of Directors, whose membership and delegated duties are discussed and outlined in the Intergovernmental Agreement between The Village of Wheeling and The City of Prospect Heights for the organization, operation, and maintenance of the Airport, dated July 1, 2005, as may be amended from time to time.



<u>Certificates of Insurance</u>, A certificate provided by and executed by an Operator's insurance company evidencing the insurance coverages and limits of the Operator.

<u>CFR</u>, Code for Federal Regulations, as may be amended from time to time.

<u>Commercial</u>, An Activity that involves, makes possible, or is required for the operation of Aircraft, or that contributes to, or is required for the safe conduct and utility of such Aircraft operations, the purpose of such Activity being to generate and/or secure earnings, income, compensation (including exchange of service), and/or profit, whether or <u>not</u> such objectives are accomplished.

<u>Commercial Vehicle</u>, A Vehicle of any type used or maintained for the transportation of persons, goods or property for hire, compensation or profit.

<u>Compensation</u>, Any form of reimbursement for goods or services such as, but not limited to, monetary, barter, favors, gratuity.

<u>Competitive Proposal Process</u>, A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

<u>Condemnation</u>, The taking of land and/or Improvements for any public or quasi-public use under any Regulatory Measure or by the right of eminent domain, or by private purchase in lieu thereof which would prevent or materially interfere with the use of the premises for the purpose for which it is then being used.

Contiguous Land, Land that is sharing an edge or boundary or is separated by no more than a Taxilane.

<u>Courtesy Vehicle</u>, Any Vehicle used in Commercial Activity, other than a taxicab, to transport persons, baggage, or goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such Vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

<u>Current</u>, All rents, fees, and other charges (required to be paid under any and all Agreements) are paid.

<u>Development Guidelines</u>, The parameters governing the design, construction, and/or modification of Operator or Lessee facilities at the Airport.

<u>Emergency Public Service</u>, Services provided to the general public including police, fire, rescue, and emergency medical and/or ambulatory transportation.

<u>Emergency Vehicle</u>, Vehicle of the police or fire department, ambulance or any Vehicle conveying an Airport official or Airport employee in response to an official emergency call.



<u>Employee(s)</u>, Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and medicare) or any person under contract through a temporary employment agency.

<u>Equipment</u>, All property and machinery, together with the supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

<u>Exclusive Right</u>, A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

<u>Fair Market Rent</u>, The rent that a property would command in the open market as indicated by rents asked and paid for comparable property as of the date of determination.

<u>Fair Market Value</u>, The price at which a property would change hands between a willing buyer and a willing seller, when there is no compulsion to buy or sell by either party, and both parties have reasonable knowledge of the relevant facts.

<u>Federal Aviation Administration (or "FAA")</u>, The division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

<u>Fire Department(s)</u>, Fire fighting personnel having jurisdiction (responsibility) over those portions of the Airport located within the Municipalities who are responsible for fire fighting at the Airport.

<u>Fiscal Year (or "FY")</u>, The accounting period beginning May 1st and ending April 30th established for accounting purposes.

<u>Fixed Base Operator (or "FBO")</u>, a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft Operators including, at a minimum, the following Activities at the Airport:

- 1) Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants)
- 2) Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
- 3) Aircraft Maintenance
- 4) Tiedown, Hangar, Aircraft Parking, Office, and Shop

<u>Flight Training</u>, Any primary use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or other destinations. Flight Training shall also include any portion of a flight between two Airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.



<u>Fuel</u>, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft or Vehicles.

<u>Fuel Handling</u>, The transporting, delivering, fueling, or draining of Fuel or Fuel waste products.

<u>General Aviation</u>, All aviation with exception of air carriers (including cargo) and government. General Aviation Aircraft are utilized for Commercial and non-commercial purposes including business/corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

General Provisions, Provisions that are common to all Primary Guiding Documents.

<u>Good Standing</u>, Consistently in compliance with all applicable Regulatory Measures and not in default of any Agreement with the Board.

<u>Hazardous Materials</u>, Any oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes, toxic wastes or substances or any other wastes, material or pollutants which pose a hazard to the health and safety of the owners, occupants or any person on (or entering) the Leased Premises or properties adjacent to it and/or cause the Property to be in violation of any Regulatory Measure.

Immediately, The ability to occupy premises leased from the Airport and offer products, services, and/or facilities (to the public) as of the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following receipt of possession of the leased premises.

<u>Improvements</u>, All buildings, structures, and facilities including pavement, concrete, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

<u>Infrastructure</u>, Runways, Taxiways, Aprons, navaids, roadways, and utilities.

<u>Intergovernmental Agreement</u>, An agreement between the Municipalities that governs the organization, operation, and maintenance of the Airport dated July 1, 2005, as may be amended from time to time.

Jet Fuel, Fuel commonly utilized in Turboprop and Turbojet Aircraft.

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

<u>Lessee</u>, An entity that has entered into an Agreement with the Board to occupy, use, and/or develop land and/or Improvements and engage in Aeronautical Activities.

<u>Limousine</u>, A Vehicle for hire that is not configured with a taximeter, which charges unmetered predetermined rates.



<u>Loitering</u>, Unable to give satisfactory explanation of his presence.

<u>Master Plan</u>, An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Municipalities, a copy of which is on file and available for inspection in the Airport Manager's office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.

<u>Minimum Standards</u>, Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport.

Movement Area, The runways, Taxiways, and other areas of the Airport which are utilized for taxiing/hover taxiing, air taxiing, takeoff, and landing of Aircraft, exclusive of loading ramps and parking areas. Specific approval for entry onto the movement area must be obtained from ATC.

<u>Municipalities</u>, The Village of Wheeling, Illinois and the City of Prospect Heights, Illinois as the owners of the Chicago Executive Airport.

<u>National Fire Protection Association (or "NFPA")</u>, All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

<u>Non-Commercial</u>, Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

Non-Commercial Operator, An entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. In all cases, the Non-Commercial Operator neither offers nor engages in Commercial Aeronautical Activities.

Non-Exclusive Use or Common Areas, The land and/or Improvements at the Airport that is available for use on a non-exclusive basis.

Official Vehicle, Crash fire rescue, ambulance, police, security, maintenance, FAA and others specifically authorized by the Airport Manager.

<u>Operations Department</u>, Department of the Airport responsible for Airport safety and security.

Operator (as used in Lease/Rates and Charges Policy and Minimum Standards), An entity that has entered into an Agreement with the Board to engage in Aeronautical Activities.

Owner, The registered legal owner of an Aircraft according to the records of the FAA or a Vehicle according to the Department of Motor Vehicle records.

<u>Park</u>, The standing of an Aircraft or Vehicle, whether occupied or not, other than for the purpose of and while engaged in loading or unloading of Property and/or passengers.



<u>Paved</u>, to lay or cover with asphalt or concrete that forms a firm level surface.

Permission, A right or approval granted by the Airport Manager

<u>Permittee</u>, A person or business who has written permission (permit) from the Airport Manager to conduct occasional Commercial Activity, within the confines of the permit, at the Airport.

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

<u>Police Department(s)</u>, Agency and law enforcement officers having jurisdiction (responsibility) over those portions of the Airport located within the Municipalities. As such, the terms "Police Department(s)" and "law enforcement officer" are used interchangeably.

<u>Primary Guiding Documents</u>, a compilation of policy documents of the Municipalities properly adopted by Resolution of the Municipalities, as may be amended from time to time, including General Provisions and Definitions, Lease/Rates and Charges Policy, Minimum Standards, Rules and Regulations, and Development Guidelines.

<u>Private Aircraft</u>, Aircraft operated non-commercially by the owner(s). This does not prohibit the owner(s) or operator(s) of private Aircraft from sharing the expense of the operations of an Aircraft. Private Aircraft may be used by a person other than the owner, provided no remuneration accrues to the owner, which can be considered profit. Company and corporately owned Aircraft that are operated for the free transportation of personnel and/or products are classified a private Aircraft and subject to the same restrictions. New and used privately owned Aircraft held for sale only may be demonstrated to prospective purchasers or, when sold, may be used to instruct the new owner in their operation.

<u>Private Vehicle</u>, Any Vehicle operated for transportation of persons or baggage that are not customers of the Vehicle Operator, and no revenue is being derived from the transportation either directly or indirectly.

<u>Property</u>, anything that is owned by an entity. Property is divided into two types: "real property," which is any interest in land, real estate, growing plants or the Improvements on it, and "personal property", which is everything else.

<u>Public Area ("or Common Area")</u>, those areas of the Airport open for public thoroughfare, gathering, waiting, and/or viewing, and in which access is not restricted by federal and Airport regulations.

<u>Public Safety Officer</u>, Law enforcement officers of any federal, state, or local government Agency.

<u>Readily Available</u> Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

<u>Refueling Vehicle</u>, Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.



<u>Regulatory Measures</u>, Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, NFPA, and these Primary Guiding Documents; all as may be in existence, hereafter enacted, and amended from time to time.

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

<u>Restricted Area</u>, Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel only pursuant to Regulatory Measures, including but not limited to: runways, Taxiways, fire lanes, airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with appropriate signage.

<u>Rules and Regulations</u>, Rules and Regulations of the Airport, properly adopted by Resolution of the Municipalities, as may be amended from time to time.

Runup, Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

<u>Security Plan</u>, a document developed by Operators to ensure the safety and security of people and property at the Airport.

<u>Specialized Aviation Service Operator (or "SASO")</u>, A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental, flying club, or flight training, Aircraft charter or Aircraft management, Aircraft sales, specialized commercial aviation service, temporary specialized commercial aviation service.

SPCC Plan, Spill Prevention Contingency and Control Plan.

<u>Standard Operating Procedures (or "SOP")</u>, Written instructions, which describe procedures designed to work toward maintaining an environment.

<u>Sublease</u>, An Agreement entered into by an entity with an Operator that transfers rights or interests in the Operator's leased premises and is enforceable by law.

<u>Sublessee</u>, An entity that has entered into a sublease with an Operator who is authorized to engage in Commercial Aeronautical Activities at the Airport.

<u>SWMP</u>, The current Storm Water Management Plan in place at the Airport, as may be amended from time to time.

<u>Taxilane</u>, The portion of the Aircraft parking area used for access between Taxiways and Aprons and not under ATC control.

<u>Taxiway</u>, A defined path, usually paved, over which Aircraft can taxi from one part of an Airport to another (excluding the runway) under ATC control.



<u>Tiedown</u>, An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points are located.

<u>Through-the-Fence</u>, The right to have direct access to the Airport from private property located contiguous to the Airport whereby Aircraft located on the private property has direct access to the Airport's runway and Taxiway system.

<u>Touch-and-Go</u>, The act of landing an Aircraft on a runway and immediately taking off in the same direction on that runway instead of landing and coming to a full stop on the runway before proceeding on a Taxiway to a parking location or to another runway.

<u>Transient Aircraft</u>, Any Aircraft utilizing the Airport for occasional transient purposes and not based at the Airport.

<u>Transient Parking</u>, The parking of Aircraft not normally based at the Airport in an area specifically set aside by the Airport for this purpose.

<u>Triple Net</u>, Operator pays all maintenance, utilities, insurance, and taxes associated with Leased Premises.

<u>Turbojet Aircraft</u>, An Aircraft that utilizes a form of heat engine that produces thrust by accelerating a relatively small mass of air through a large change in velocity for propulsion.

<u>Turboprop Aircraft</u>, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

<u>Ultralight Vehicle</u>, Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than 155 pounds; or if powered, weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation; has a Fuel capacity not exceeding 5 U.S. gallons; is not capable of more than 55 knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

<u>Vehicle</u>, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

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

<u>Vehicle Service Road</u>, That portion of the AOA specifically designated and appropriately marked for the movement of authorized Vehicles.