

Document	Section	Public Comment	Response
MS	1.0	The use of a defined term should always be shown in bold and/or leading upper case letters when used in other definitions, as they are keyword terms in the legal document.	The University accepts the comment.
MS	1.0	Advertising: what does “display” mean? Is that physically located on airport grounds? Or does that include other means, such as electronic, physically off- airport, etc.	Updated: The display of paid announcements in any form to promote businesses other than the airport or the business of the airport, on airport property.
MS	1.0	ALP should be defined in its first usage in the “Airport” section.	This has been updated to spell out the word before it is defined in subsequent definition.
MS	1.0	Apron: I believe that “movement area” should actually be “non-movement area.”	This has been updated to non-movement area.
MS	1.0	Executive Director: there is a missing or unneeded word in the first line in this string: “of the University may from...”	Updated: The director of the airport or such other employee of the University that may from time to time be designated in writing to carry out the duties of airport management by the University.
MS	1.0	Flight Training: this seems overly encompassing. For example, does a Biennial Flight Review that an airplane owner may conduct in their owned aircraft constitute Flight Training?	A biennial flight review does not constitute flight training as is listed within the Minimum Standards definition.
MS	1.0	Commercial Operator and Specialized Aviation Service Provider: does this include private flying clubs and individual certified flight instructors that operate using non- owned (e.g. flying club or privately owned aircraft)?	Private Flying Clubs are non-commercial operators as defined by the FAA in 5190.6B Change 3 10.6.
MS	1.0	How do we get access to the ALP and Master Plan?	They are posted on the iflycu.com website under the documents tab.
MS	2.2	What does the word “University” actually mean, as it relates to the University being the “ultimate authority?” Is it the Board of Trustees? The Chancellor? University should be defined in Section 1.0 in full.	See definition of airport sponsor.
MS	2.2	Due process concern. Too much power to the ED and should be an appeals process	The University accepts the comment.
MS	2.5	Most “entities” that operate general aviation aircraft from CMI do not have employees to provide “maintenance, repair and refueling.” This clause restricts aircraft operators from hiring an A&P to conduct maintenance on an independent contractor basis.	2.5 applies to commercial operators. Intended to allow entities that own aircraft to use their own employees to maintain their aircraft.
MS	2.6	Suggest to change this to “at this time” which would allow for potential future commercial expansion in this mode.	No change required. Commercial development is allowed under agreement with the University on airport owned property.
MS	2.7	Refers to fines and penalties but does not provide any detail on the amount of fines or how they would be determined. We assume the nature and amount of any potential fines would be published, readily available, and uniformly and consistently applied.	Fines or penalties may be imposed by the agency having jurisdiction. Regulatory agencies imposing fines as a result of the entity failing to comply with regulatory measures will be required to pay such fines. This section is not applicable to university imposed fines.
MS	2.10	Many provisions of the Minimum Standards are directly inconsistent with our current operations. Section 2.10 addresses this, but we are not comfortable that it is clear and want to assure clarity on this point. We understand that nothing in the Minimum Standards supersedes our current agreement or will affect our current operations unless we specifically agree to such a change in a written amendment to our Lease Agreement.	The University accepts the comment.
MS	2.11	Due process concern. Paragraph regarding mission, vision, values is vague and open to interpretation. Concerned with the right seemingly granted to the University/ED to prohibit any entity from using the airport or engaging in our activities if it determines we or any other operator has not complied with Minimum Standards, applicable regulatory measures, directives from the University, or has jeopardized the safety of others or the land and improvements at the airport. This would effectively shut down our business, and there is no context in which this should happen without detailed, reasonable and consistently applied interpretation and due process rights. Various sections use terms that are vague and undefined, yet the failure to meet such provisions will allow the Executive Director to find the operator in violation and take various actions, including fines, penalties and the possibility of being denied access or required to cease operations. For example, Section 3.4 requires operators to conduct activities in a “first class professional manner...” This is both vague and subjective and should be deleted. If an employee does not conduct themselves in an appropriate manner in dealing with the public, this is a business and internal issue for the operator to resolve and should not be grounds for the Executive Director to fine, sanction or shut down an operator.	Updated: The University reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the University to preserve and protect the safety and integrity of the University of Illinois Willard Airport, it’s facilities, as well as those who use the airport. The University reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the University to preserve the assets of the University, protect the safety of the people who work at and use the airport, and maintain the integrity of the University of Illinois Willard Airport’s mission.
MS	3.2	Due to flight instruction being defined as a type of Aeronautical Activity, this section prohibits any flight instruction by instructors who do not have a lease/operating agreement with the University. Examples would be any dual instruction flights from other 141 schools (Purdue, Lewis, etc.) as well as any instruction from part 61 instructors who are not based at KCM. Potentially also instructors who are part of Flying Clubs that are not themselves part of the lease.	Transient operations are not regulated by minimum standards. Reference section 13 Private Flying Clubs for information related to providing flight instruction within club aircraft.
MS	3.2	Due to aircraft maintenance, etc. being included as a type of Aeronautical Activity, this section would potentially prohibit anyone building an experimental aircraft from allowing non-entity members from assisting at any time with that building activity. This could cause significant issues with visiting EAA inspectors, friends, students, etc.	Updated: No entity will engage in a commercial activity unless the entity has an agreement with the University authorizing such activity or the entity has entered into a University approved sublease with an operator having an agreement with the University authorizing such activity on the operator’s leased premises.
MS	3.3	There is currently no paved parking afforded to operators of aircraft in the T-hangar area.	T-Hangar parking is addressed within the T-Hangar lease agreement. Section 3.3 is applicable to commercial operators.
MS	3.4	Very vague and open to almost any interpretation. For example, define “first class professional manner.” This section seems like it could be used against an operator at will.	Section has been updated to remove “first-class”.
MS	3.6	Part-Time 14 CFR Part 61 instructors have no prominent location to post anything.	An Operator is an entity that has entered into an agreement with the University or subleased office, shop, hangar, or land to engage in aeronautical activities (commercial or non-commercial). Posting will be defined within the agreement to comply with section 3.6.
MS	3.7	What constitutes “appropriately dressed” for purposes of this standards document?	Updated: All personnel employed by the operator to perform aeronautical activities on the airport are required to be identifiable while on duty. Identification will include the name of the operator and the name of the employee. Airport issued ID media is acceptable for identification.
MS	3.7	Is the AOA/SIDA considered sufficient Identification for 14 CFR Part 61 flight instructors?	14 CFR Part 61 flight instructors are not required to have an AOA/SIDA identification provided they are operating through the FBO or are under escort to the owners aircraft. There is no requirement for personnel to be on site daily within section 3.7.
MS	3.7	The clause regarding required personnel to be on site daily is non-sensical. It cannot be applied uniformly to all operators. Why does an employee have a “dress code?”	Updated: All personnel employed by the operator to perform aeronautical activities on the airport are required to be identifiable while on duty. Identification will include the name of the operator and the name of the employee. Airport issued ID media is acceptable for identification.
MS	3.7	Issue with vague and undefined references, such as, “such numbers as are required to meet these Minimum Standards...” and the requirement that employees will be “courteous.” These and other vague and subjective, and should be deleted, as again they are internal business operation issues for the operator.	The University accepts the comment.
MS	3.8	What are the requirements for security established by the University of Illinois, Champaign County, and State of Illinois?	Updated: Operator must comply with all applicable reporting requirements as established by the University of Illinois Willard Airport and the Transportation Security Administration.
MS	3.9	This would appear to require all T-hangar residents to mark their powered tow-bar equipment, and possibly all equipment such as air compressors, etc. that are able to be moved.	This section is only applicable to commercial operators.
MS	3.9	This is unreasonable and simply not possible	Updated: All required equipment and vehicles of the operator must be fully functional while in operation.

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MS	3.11	Missing "the" directly before "University" in first sentence. The last clause includes "collision" which seems inappropriate. If a University employee crashed their vehicle into one of my airplanes or vehicles, they should be help accountable.	The University accepts the comment.
MS	3.13	EAA has in the past been permitted to put up temporary banners advertising B-17 rides, B-25 rides, Young Eagles rallies, etc. The blanket prohibition of any advertising along roadways, etc. would be problematic for such banners in the future.	The EAA is not classified as a commercial operator. Temporary or special event signage can be approved by the Executive Director.
MS	3.14	Not sure what paragraph regarding access to premises for servicing signs means. We service our own signs	Operator is responsible for maintaining and servicing sign components within their leased premises.
MS	4.2	A 15 minute response time may not always be possible. This needs to be left open.	Updated: FBO will deliver and dispense jet fuel, avgas, and aircraft lubricants into all general aviation aircraft normally frequenting the airport. FBO will provide a response time of no more than fifteen (15) minutes during required hours of activity (except in situations beyond the control of the FBO, such as during high-volume aircraft operations or weather events).
MS	4.7	Requiring that all FBO personnel have uniforms that have both the name of the FBO and the employee seems unreasonable. It would likely be sufficient that they have sufficient badging with that information (nametag, AOA/SIDA badge, etc.).	Personnel, while on duty, will be clean, neat in appearance, and courteous at all times. Uniforms will identify the name of the FBO.
MS	4.7	This first sentence is subjective and vague. Not all Flightstar personnel have nametags on their uniforms.	Personnel, while on duty, will be clean, neat in appearance, and courteous at all times. Uniforms will identify the name of the FBO.
MS	4.8	Line operations are not open 24 hours We do not have a 60 minute call out. Afterhours services can be arranged prior to close of business when required. We do not have a after hours on-call maintenance.	Updated: Aircraft fueling and passenger, crew, and aircraft ground handling services, support and amenities will be continuously offered and available to meet reasonable demands of the public for this activity seven (7) days a week (including holidays), twenty-four (24) hours a day. During overnight hours, the FBO shall be required to provide a two (2) hours after-hours response for any aircraft requiring service. Such after-hour services contact information shall be made known to the aircraft operators via public signage visible to the public on premises of FBO, the FBO's website and any listing in aviation-related publications promulgated by the FBO, including any fees for such after-hours response. Aircraft Maintenance will be continuously offered and available to meet reasonable demand of the public for this activity five (5) days a week, eight (8) hours a day.
MS	4.9	We will do our best but cannot guarantee a 30 minute response time.	Updated: Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO will be prepared to lend assistance as soon as possible and not to exceed sixty (60) minutes upon request in order to maintain the operational readiness of the airport. The FBO will have the equipment readily available that is necessary to remove the largest general aviation aircraft normally frequenting the airport.
MS	7.0	FAA and TSA consider all instructors doing instruction outside of an employer to be their own Flight School and thus this covers many more instructors than I expect was intended.	Updated: A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public or another aircraft owner on the Airport), shall not be deemed a Commercial Activity.
MS	7.0	Does not provide any consideration for part-time, individual 14 CFR Part 61 instructors.	Updated: A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public or another aircraft owner on the Airport with such aircraft), shall not be deemed a Commercial Activity.
MS	7.0	Requires individual, part-time instructors to: lease unreasonably large facilities, e.g. 1 acre of land, 5 tiedowns, customer space, etc., instructors who are not themselves certified to do instrument instruction are required to hire another instructor who is, have two owned/leased aircraft for flight training, have mock-ups, and other training aids to do ground instruction when part-time instructors will often steer students to ground instruction courses such as Sporty's, King, etc. to meet that need. Be open 8 hours a day 5 days a week, which disallows instructors who have a primary career outside of aviation.	Updated: A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public or another aircraft owner on the Airport with such aircraft), shall not be deemed a Commercial Activity.
MS	7.0	Section would eliminate all Part 61 flight instruction currently happening at the Airport	Updated: A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public or another aircraft owner on the Airport with such aircraft), shall not be deemed a Commercial Activity.
MS	7.1	Is an individual who provides certified flight instruction to others in aircraft not owned by the CFI considered a "commercial operator?" Or is this intended to apply to a "flight school?"	See updated language in section 7.
MS	7.2	How can these be applied to an individual CFI who is providing services in non-owned aircraft that is housed in an individual's leased premises (e.g. T-hangar)? It seems this is intended to be applied to a flight school corporation. Needs to be clarified.	7.2 is intended to address leased premises for commercial operators of flight training.
MS	7.7	Individual 14 CFR Part 61 instructors have no prominent location to post anything.	7.7 only applies to commercial operators.
MS	9.1	There appears to be a typo that refers to "three (3) or newer and/or used" when "new" is likely desired.	Updated: An aircraft sales operator is a commercial operator engaged in the sale of three (3) new and/or used aircraft during a 12-month period.
MS	11.0	"...services for hire." Implies a service that is provided to the general public and available on an ongoing basis. The nature of my company's aerial data collection is not available to the public. We service only software companies for which we have an agreement to provide said data collection. I don't think that this categorization applies in my situation.	Aerial photography or survey for compensation is defined as a commercial operation within the minimum standards. The University is open to FAA review of the specific company/operation to determine proper classification.
MS	11.0	Payment of a Commercial Activity Fee seems unreasonable given that the nature of my company's work (or similar company) does not involve any different use of the airport facility than a typical private owner of a general aviation aircraft. In fact, the operation of a Specialized service could be argued contributes financially to the airport by the purchase of aviation fuel and mechanic services at a much higher rate than the average aircraft owner. This fee is a disincentive to a Specialized Operator choosing to operate from CMI.	The University accepts the comment.
MS	11.4	This clause is not germane to a Specialized Operator of my type as we provide no services to the public.	Updated: Operator will provide a sufficient number of personnel to adequately and safely carry out its activity promptly and efficiently to meet the reasonable demands of the public seeking such services. In no instance will that number fall below one (1) qualified employee that has current required certificates, licenses, and/or ratings.
MS	11.5	Not germane to the management of CMI. These are company business decisions as to where to locate vehicles, parts inventory, etc.	The University accepts the comment.
MS	11.6	Not germane. Our services are never available to the public.	The University accepts the comment.

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MS	12.0	This entire section seems to be very over-reaching into how an aircraft owner/operator chooses to conduct maintenance on their own airplane(s). My company does its own maintenance, ranging from minor routine maintenance to large scale planned or unplanned activities, including major engine overhauls. In addition, we engage from time-to-time independent A&P mechanics to assist when there is an urgency to the situation. It is not obvious how our situation would be covered in this clause. Furthermore, I argue that this clause is a barrier for airplane owner/operator who need to conduct routine maintenance, either planned or unplanned, within their leased hangar space at CMI. The cost of engaging with Flightstar for GA maintenance is generally much costlier than engaging an independent A&P. For this reason, airplane owners/operators must be allowed to easily access the network of local maintenance professional without encumbrance from CMI management. It is ultimately the owner's responsibility to ensure the airplane has been repaired/maintained properly following FAR policy. It is not the role of CMI management to govern or oversee this.	Section 2.5 provides for the right to self service. Commercial operators have the ability to hire employees to perform maintenance.
MS	13 (7.8)	What was the reasoning behind the definition of flying club operators and why does it differ so significantly from the FAA definition put forth in FAA Order 5190.6 (Change 3) part 10.6(a) and 10.6(b) which read in part: a. Definition. The FAA defines a flying club as a nonprofit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. (See 81 Fed. Reg. 13719 (March 15, 2016)). b. General. The ownership of the club aircraft must be vested in the name of the flying club or owned by all its members.	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	13 (7.8)	There appears to be a belief that flying clubs cannot interact at all with the general public. The restriction the FAA expects is that only members can operate the club aircraft (meaning that members of the general public are not able to operate the club aircraft unless and until they become members of the club).	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	13 (7.8)	Restricting membership from the general public is unreasonable as it would not allow us to ever add members in the future – either to grow the club or replace members who leave the club. This would make the club not viable. It is also in disagreement with FAA guidance.	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	13 (7.8)	Prohibiting advertising membership availability to the public, similar to restricting membership from the general public, we would be unable to find any new members to replace members exiting the club or grow the club. It is also in disagreement with FAA guidance.	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	13 (7.8)	Requiring the club to meet the standards for aircraft rental or flight school if we advertise memberships to the public as available is unreasonable and in disagreement with FAA guidance.	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	13 (7.8)	The section that states "No member (owner) of a private flying club will receive compensation for services provided for such private flying club or its members (owners) unless such member (owner) is an authorized operator with the University" appears to disallow any flight instruction by members of a club to other members of the club. Also appears to prevent an A&P who is a member of a club from doing maintenance on the club aircraft in conflict with section 2.5 Right to Self-Service which states "These Minimum Standards 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 refueling, that it may choose to perform."	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	13 (7.8)	Requiring that all clubs be equity clubs where all members are owners is a restriction not supported by FAA guidance about flying clubs which allow for equity clubs (where members are owners), non-equity clubs (where members are not owners), and clubs which are a mixture of equity and non-equity members. There are several sections that conflate "member" with "owner".	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	13 (7.8)	Where did the limitation of 45 members derive? The FAA guidance about flying clubs has no mention of membership limitations. This would directly impact at least one flying club currently operating aircraft at KCMI. In that same section, non-equity members are required to submit proof of insurance, so there is some acknowledgement of the existence of non-equity clubs. As non-equity members would still be covered by the club's insurance, requiring this class of member to provide separate proof of insurance seems unreasonable.	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	13 (7.8)	"No member (owner) will use private flying club aircraft in exchange for compensation."	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	13 (7.8)	It seems unreasonable to require that ownership interests in flying clubs be disclosed. What is the purpose for desiring such information?	FAA Order 5190.6B Change 3 10.6. Flying Clubs. C. 7. The flying club should file periodic documents as required by the sponsor, including tax returns, insurance policies, membership lists, and other documents that the sponsor reasonably requires.
MS	13 (7.8)	The clause regarding "restricts membership from the general public..." is problematic. While flying clubs are not "walk in" flight operators, they do, from time-to-time, need to make the public aware of membership opportunities when there are vacancies, per the flying club by-laws. Also, does an individual that is providing CFI services to a member of a flying club need to be an authorized operator? What is the motivation for this? It is a private arrangement within the flying club that allows members to earn ratings while enjoying the privilege of flying club membership. Some flying clubs are not established on an "ownership interest" basis, so that phrase is problematic. And the cap on flying clubs is unrealistic. There is already a flying club operating at CMI that exceeds 45 members. Why does the University care about the number of members?	Section replaced with section 13 based on the FAA definition outlined in FAA Order 5190.6B Change 3 10.6.
MS	14.2 (13.2)	What does "The airport will determine if an aircraft lease is commercially reasonable" mean?	Removed reference from minimum standards.
R&R	1.0	Abandoned Motor Vehicle (b) would like clarification that cars parked in/near T- Hangars while on a trip is acceptable.	Please refer to T-Hangar lease agreement authorizing such activity.
R&R	1.0	FAR – may want to be more explicit that 14 CFR is the Federal Aviation Regulations.	Updated first instance and use, FAR is further defined in the definitions.
R&R	1.0	Fixed Base Operator (FBO) appears to require that flight instruction be offered to be considered an FBO.	Fixed Base Operator (FBO) An individual or firm providing general aircraft services to include fueling services, and which may also include, maintenance, storage, charter services, and ground and flight instruction.
R&R	1.0	Vehicle – appears to include powered tow-bars, which may not be intended.	Updated: Any device which is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device moved by muscular power or designed to move primarily through the air. Intended for the carriage of people.
R&R	1.0	How does the application of rules affect an airplane owner/operator that parks a car outside the T-hangars on an extended trip?	Please refer to T-Hangar lease agreement authorizing such activity.
R&R	1.0	Fixed Base Operator (FBO) Flightstar does not offer ground and flight instruction to the public.	The University accepts the comment.

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R&R	1.0	Independent Operator. This seems to more accurately define the nature of my aerial survey business. Also the numerous CFIs that service students in CMI.	The University accepts the comment.
R&R	1.0	Movement area covers all paved surfaces and non-movement areas applies to nothing.	Non-movement Areas—taxiways, aprons, and other areas not under the control of air traffic however are still located within the Air Operations Area.
R&R	1.0	The term “unlawful” is used many times in the Draft Rules and Regulations. Presumably this should refer instead to the proscribed activity being a violation of the Rules and Regulations.	Unlawful terminology has been updated where applicable throughout the document.
R&R	2.5	With the Executive Director having sole authority over making and enforcing the rules, there needs to be an appeals process to settle any disagreements with such to allow for due process.	The University accepts the comment.
R&R	2.6	This seems like overreaching authority. Changes should have to go through a comment period and be subject to comment and revision.	The University accepts the comment.
R&R	2.7	“The permission granted by the University...to fly to, from or over the same...” I don’t think permission is granted by the University to fly over the airport. That is governed by rules as defined by the National Airspace System.	Removed over the same. “The permission granted by the University to use the airport and its facilities or to fly to or from, shall be conditioned upon the assumption of full responsibility therefore by every person exercising or taking advantage of such permission.”
R&R	3.1	(a) and (b) appear to require that all 14 CFR Part 61 flight instructors enter into an agreement with the University, even if not based at KCMJ or if they are only providing instruction in flying club aircraft to members of that club of which they are also a member.	Transient activity does not require an agreement.
R&R	3.1	(c) appears to disallow members of a flying club to hire any flight instructor to provide instruction to them in that club’s aircraft unless the instructor first enters into an agreement with the University.	Updated language referencing Minimum Standards.
R&R	3.1	(d) appears to require written permission from the Executive Director for all flight instruction, including that of club members, by club members, in club aircraft.	Reference section 13 Private Flying Clubs of the Minimum Standards for information related to providing flight instruction within club aircraft.
R&R	3.1	These rules are overreaching and excessively restrictive. This will become a disincentive for small commercial operators of various types to operate at CMI, and lead to a decline in general aviation activity.	The University accepts the comment.
R&R	3.2	(a) appears to be in direct conflict with the Airport Minimum Standards section 2.5 Right to Self-Service which states “These Minimum Standards 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 refueling, that it may choose to perform.” In the limitations it places upon individuals or members of a flying club who are an A&P mechanic when performing maintenance on their own or club aircraft respectively.	The minimum standards define flying clubs in accordance with the FAA and flying club members who are A&Ps. A&P mechanics of flying clubs may perform maintenance on their own aircraft in accordance with FAA regulations.
R&R	3.2	If I want to hire a young person on an occasional basis to detail clean my airplane, the person must have an operating agreement in place with the University! This is, frankly, ridiculous.	Commercial operators are required to have an operating agreement with the university. Airport tenants may use their own employees for detailing of aircraft, see section 3.2(b).
R&R	3.3	The scope of here is too broad. For example, if one of our tugs were to back into an employee vehicle, or any other event occurred that might be claimed under insurance, but that is not reportable to the FAA or NTSB, it should not be a violation under either document that it not be reported to the Executive Director.	The University accepts the comment.
R&R	3.6	How are we able to review DHS/TSA-approved Airport Security Program, FAA approved Airport Certification Manual documents?	The DHS/TSA Airport Security Program is sensitive security information classified by the TS 49 C.F.R. Part 1520. The ACM is distributed to the following parties: FAA Great Lakes Region Office, Airport Directors Office, Airport Fire Department, Flightsstar, American Airlines Station Manager, Air Traffic Control Tower.
R&R	3.10	There is no provision for transient pilots (those not based at KCMJ)	Transient activity does not require an agreement.
R&R	3.14	This rule is vague and could be easily deemed as being violated.	The provision is intended for public safety, the University accepts the comment.
R&R	4.2	Mechanics are allowed with proper training to taxi aircraft for maintenance purposes but there is no allowance in this section for such operations.	Updated: Licensed aircraft mechanics are authorized to taxi aircraft in non-movement areas in accordance with federal regulations. Licensed aircraft mechanics are subject to the requirements of the movement area drivers training program for the taxi of aircraft in movement areas.
R&R	4.5	I do not think instructors are aware of this requirement and we may have to create an avenue for user to know about the rules and where to find them.	Approved and adopted rules and regulations will be posted publicly on the airport website for all users.
R&R	4.6/4.7	Why are FAA regulations being restated?	We are providing the regulatory reference here due to its importance and visibility to the public within the rules and regulations.
R&R	4.7	This section is redundant as it is already a violation of 14 CFR 91.13 – however, this is also problematic as these rules and regulations do not have the force of law, nor does the University or its representatives have the authority to make law.	Updated: Operation of an aircraft on the airport in a careless or reckless manner as defined in FAR 91.13 shall be a violation of these Rules and Regulations.
R&R	4.9	It is completely impractical to require that a fire extinguisher be “readily available” at every engine start procedure.	The University accepts the comment.
R&R	4.9	Vague. Are not all surfaces of the airport designated for the operation of aircraft engines? With regard to fire extinguishers, define “readily available”.	The University accepts the comment.
R&R	4.12	What constitutes “properly secured”?	Updated: It shall be a violation of Airport Rules and Regulations for any person to leave an aircraft unattended on any area of the airport unless properly secured. Securing of aircraft shall be the sole responsibility of the owner and/or operator of the aircraft. Securing of unattended aircraft shall be performed with tie-downs or chocks or other acceptable means as applicable to the individual aircraft.
R&R	4.12	What defines unattended? What is the acceptable means of securing an aircraft that is unattended inside a leased hangar?	Updated: It shall be a violation of Airport Rules and Regulations for any person to leave an aircraft unattended on any area of the airport unless properly secured. Securing of aircraft shall be the sole responsibility of the owner and/or operator of the aircraft. Securing of unattended aircraft shall be performed with tie-downs or chocks or other acceptable means as applicable to the individual aircraft.
R&R	4.12	Vague. Unlawful under what law? What is the definition and/or intent of “properly secured.”	Updated: It shall be a violation of Airport Rules and Regulations for any person to leave an aircraft unattended on any area of the airport unless properly secured. Securing of aircraft shall be the sole responsibility of the owner and/or operator of the aircraft. Securing of unattended aircraft shall be performed with tie-downs or chocks or other acceptable means as applicable to the individual aircraft.
R&R	4.13	Where are the approved areas for aircraft washing located? I have been washing aircraft in my hangars for ten years using buckets of water.	The washing should take place in an area away from any storm drain and, in a place where the water runs toward the grass to dissipate in accordance with the Storm Water Pollution Prevention Plan, or in an area designated by the Executive Director. Section 4.13 has been updated to reflect this change.
R&R	4.13	For an outdoor wash on ramp surfaces where there are no drains and for a normal soap and water wash, is evaporation a sufficient method of wastewater disposal? We presume all locations at which we have washed aircraft in the past will be so approved.	The washing should take place in an area away from any storm drain and, in a place where the water runs toward the grass to dissipate in accordance with the Storm Water Pollution Prevention Plan, or in an area designated by the Executive Director. Section 4.13 has been updated to reflect this change.
R&R	4.15	“No person shall affect repairs to aircraft or engines, except emergency repairs, unless in the spaces designated for this purpose.” is in conflict with the Airport Minimum Standards section 2.5 Right to Self-Service which states “These Minimum Standards 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 refueling, that it may choose to perform.”	Updated: No person shall affect repairs to aircraft or engines, except emergency repairs, unless in the spaces designated for this purpose. Repairs performed by a Commercial Operator shall be made only on leased sites where specifically permitted. Aircraft repair work may be performed on ramps/aprons only with prior written permission from the Executive Director. Doping or spray painting will not be conducted in hangars designated for aircraft storage only. Stripping, preparation, doping and painting of aircraft shall only be accomplished in facilities approved for such operations by all appropriate University, state, and federal agencies. Except as provided above designating the location for aircraft repairs and painting, nothing herein provided shall limit 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 refueling, that it may choose to perform.

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R&R	4.15	How does a lessee know if their site is one that is permitted to conduct repairs? Should this not be defined in the Rules?	The lessees lease or license agreement will specify the permissible use of the space defined.
R&R	4.15	We are assuming Flightstar's current ramp and apron maintenance work is acceptable.	Flightstar is an authorized commercial operator with the University of Illinois. The agreement defines what maintenance activities are allowed.
R&R	4.16	I thought that airport access was controlled by rules and policy dictated by TSA, not the University. Does TSA grant the University the authority to decide who is allowed access?	The airport maintains a security program in compliance with TSA 49 CFR Part 1542.
R&R	4.22	Clarification is desired: Does the violation of a rule or regulation by one party allow the delay or restriction of the flight of other parties?	A delay or restriction of a flight by one party is not intended to delay or restrict another.
R&R	4.22	Seems onerous and overstepping of authority. Due process and appeal??	The airport retains the ability to restrict or delay any flight or other operation to investigate and document the violation of the rules and regulations.
R&R	4.24	Insurance company? I do not see the need for these reports for things like hangar rash.	Updated: Operators of aircraft involved in accidents or incidents requiring notification to the FAA or NTSB and occurring on the airport shall notify the airport at 217-369-4679 as soon as possible and make a full written report of the accident or incident to the Executive Director within twenty-four (24) hours. The report shall include names and addresses of those involved, all details of the accident, and of the aircraft involved. When a written report of an accident or incident is required by the FAA, a copy of such report shall be submitted to the Executive Director at the same time.
R&R	5.5	I have never heard the term "bonding" used as it relates to aircraft fueling. I am familiar with "grounding." Is this a typo?	Bonding is an FAA defined term. Please reference Advisory Circular 150-5230-4C and NFPA 407.
R&R	6.5	Clarification of appropriate parking areas for the T-Hangars would be appreciated.	As defined within the T-Hangar agreement: Vehicles in the aircraft T-Hangar areas shall be parked so as not to obstruct or impede aircraft movement. While not in transit or loading, vehicles shall be parked at least 26ft away from any taxiway centerline and 21ft away from any taxiway centerline between adjoining hangars. Storage of vehicle(s) in the hangar while the vehicle owner is using an aircraft is allowed.
R&R	7.1	Clarification of appropriate parking areas for the T-Hangars would be appreciated.	As defined within the T-Hangar agreement: Vehicles in the aircraft T-Hangar areas shall be parked so as not to obstruct or impede aircraft movement. While not in transit or loading, vehicles shall be parked at least 26ft away from any taxiway centerline and 21ft away from any taxiway centerline between adjoining hangars. Storage of vehicle(s) in the hangar while the vehicle owner is using an aircraft is allowed.
R&R	7.1	In the area around the T-hangars, there are neither Parking nor No Parking signs. Customarily, aircraft operators park vehicles at the ends of the hangars, in mutually and historically agreed-upon locations. This rule would appear to make this parking unlawful. Is that the intent?	As defined within the T-Hangar agreement: Vehicles in the aircraft T-Hangar areas shall be parked so as not to obstruct or impede aircraft movement. While not in transit or loading, vehicles shall be parked at least 26ft away from any taxiway centerline and 21ft away from any taxiway centerline between adjoining hangars. Storage of vehicle(s) in the hangar while the vehicle owner is using an aircraft is allowed.
R&R	7.4	Clarification of appropriate parking areas for the T-Hangars would be appreciated.	As defined within the T-Hangar agreement: Vehicles in the aircraft T-Hangar areas shall be parked so as not to obstruct or impede aircraft movement. While not in transit or loading, vehicles shall be parked at least 26ft away from any taxiway centerline and 21ft away from any taxiway centerline between adjoining hangars. Storage of vehicle(s) in the hangar while the vehicle owner is using an aircraft is allowed.
R&R	7.5	"(d) It shall be unlawful" and "(e) It shall be unlawful" -- this is problematic as these rules and regulations do not have the force of law, nor does the University or its representatives have the authority to make law.	The University accepts the comment.
R&R	8.2	The University should install and maintain an appropriate fire extinguisher in each T hangar that meets the minimum requirements of applicable University, State or Federal Regulations. How would an individual hangar lessee know what these equipment requirements are? And annual inspection should also be provided.	Fire extinguishers are mounted in the common T-Hangar areas and inspected by the University.
R&R	8.3	So this rule would require an individual to obtain permission from the Executive Director to cook hot dogs or pancakes on a grill located outside their T-hangar. That seems excessive.	The Executive Director has the ability to authorize this activity.
R&R	8.3/8.4	Open flame is required for various maintenance operations and we cannot be restricted from performing those functions. This provision should be modified to recognize that it does not prevent normal maintenance procedure operations. This same comment applies to Section 8.4 as well. Additionally, we routinely allow our employees to use grills to prepare meals, and also for various gatherings. We understand these activities will not be restricted going forward.	Open flames and use of flammable materials may be approved by the Executive Director.
R&R	8.7	Restricting storage of various items are not reasonable or practical and should be modified to allow use and storage in commercially reasonable quantities for standard operations.	The Fire Marshal may specify rooms, buildings, or areas on the airport specifically approved for such storage.
R&R	9.6	Clarification about what time limitations this might impose would be appreciated.	Updated: Aircraft engine run-ups shall be conducted only at times and in those areas designated by the Executive Director. This section applies only when noise levels are at or above 65 dBA and are audible off airport property.
R&R	9.6	Where can aircraft operators find information regarding acceptable runup areas as designated by the Executive Director? They are not stated in the Rules.	Updated: Aircraft engine run-ups shall be conducted only at times and in those areas designated by the Executive Director. This section applies only when noise levels are at or above 65 dBA and are audible off airport property.
R&R	9.7	It seems there should be some minimum threshold before requiring a report. For example, if a quarter of a cup of avgas or jet fuel is spilled but is promptly and properly cleaned up, it does not seem to make much sense to file a report. Additionally, the last sentence of this section should be modified to make clear that it is not applicable to events that do not occur on the airport.	Updated: Primary responsibility for prevention and cleanup of spills rests with the individual airline, FBO, person or other entity causing the spill. Persons involved with any hazardous material or chemical spill, that can not be safely cleaned up immediately, shall notify the airport at 217-369-4679 as soon as possible...
R&R	11.0	No allowance has been made for transient pilots in this section	Transient pilots are under escort by the Fixed Base Operator. Section 11.0 is not applicable to transient pilots.
R&R	12.2	This restriction needs elaboration and clarification, as the Minimum Standards document specially addresses the use of leased hangars for commercial operations. Does this mean that a Flying Club with a Cessna 172 in a T-hangar cannot operate? Or a CFI cannot provide instruction? Or a small survey company cannot launch operations using aircraft stored in T-hangars?	Updated: Commercial operations in or from hangars are prohibited unless authorized in a written lease agreement with the University.

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R&R	12.3	"No flammable, hazardous, or explosive materials shall be used or stored in aircraft storage hangars at any time unless contained within the fuel tanks or engine of the aircraft" conflicts with the AMS Appendix B Self-Fueling Form which allows for up to three 6 gallon metal containers to be stored in the hangar.	Updated: No flammable, hazardous, or explosive materials shall be used or stored in aircraft storage hangars at any time unless: (a) Contained within the fuel tanks or engine of the aircraft. (b) Stored in Department of Transportation approved safety containers designed for such use, and are within the following quantities: i. A maximum quantity of 10 gallons of aviation fuel or gasoline is permitted. ii. A maximum quantity of twelve (12) quarts of aviation motor oil is permitted for single engine aircraft. iii. A maximum quantity of twenty-four (24) quarts of aviation motor oil is permitted for twin engine aircraft. Used oil may not be stored and shall be immediately removed from airport property after maintenance is performed. The Executive Director may approve additional quantities subject to aircraft need. Additional quantities may require operators to provide secondary containment.
R&R	12.4	The limitations here conflict with the Airport Minimum Standards section 2.5 Right to Self-Service which states "These Minimum Standards 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 refueling, that it may choose to perform."	Section 12.4 is specific to University owned T-Hangars and lessees of them. A commercial operator having a written agreement with the University has the right to self service as permitted by the Minimum Standards within Section 2.5.
R&R	12.4	This prohibits maintenance and/or repairs such as would be appropriate for an A&P mechanic to perform. Why? What is an owner supposed to do if their aircraft becomes unairworthy and needs an A&P to perform repair? Or what if the owner is an A&P and chooses to do their own work?	Section 12.4 is specific to University owned T-Hangars and lessees of them. A commercial operator having a written agreement with the University has the right to self service as permitted by the Minimum Standards within Section 2.5.
R&R	12.5	Is this limitation requiring aircraft to be completely removed from the hangar before fueling or defueling supported by any standards such as those provided by the NFPA or regulations from the FAA?	NFPA 407 4.2.11.1.1 States all fuel servicing shall be performed outdoors.
R&R	12.5	This restriction has never been consistently enforced. Is it going to be required now with adoption of these new Rules?	NFPA 407 4.2.11.1.1 States all fuel servicing shall be performed outdoors.
R&R	12.8	What cleaning agents should be used if solvents are prohibited?	Absorbent material such as oil dry should be use in place of solvents.
General	General	My first comment is to observe that there's an old saying, "if it ain't broke, don't fix it." There's an even older saying: "if it ain't broke, don't break it." And yet, here we are.	The University accepts the comment.
General	General	My second comment isn't so much a comment as a personal history lesson. In 1985 I became an ab initio student in the first experimental Century Program. Bob Kaiser (architect of the program) was my flight instructor. Rick Weinberg was my ground school instructor. I had stage checks with most of the SATS pilots. Omer Benn conducted my private pilot practical test and later my CFII practical test. Rick Weinberg was my instructor for my commercial certificate. Tom Davis was my instructor for CFI/CFII. These are all names that were once synonymous with Willard and the School of Aviation. What I got out of it was first-class training to become a CFI and apply that education and experience to teach other people how to operate legally and safely in the national airspace system. I cannot understand how Willard can now conclude that it needs to regulate something that is already amply regulated by the FAA.	The University accepts the comment.
General	General	In late 1985, still-wet private pilot certificate in hand, I joined Flying Illini. After Dan Cadle, the president of the club, graduated and moved on, I became the president, and served in that capacity until 2000. Mark Joseph, who was in the Century Program with me, took over and is still president today. Flying Illini has provided access to relatively inexpensive flight time to many, many students and community members over the decades it has been in operation, and a number of Institute employees and airport tenants have provided operational support of one form or another. That the club continues to operate after something like 60 years is the best testimony I can provide to state that Willard has no business cranking out a bunch of new regulations that will, in effect, kill the club. Was all that hangar rent not worth something? In conclusion, so much of what I have read feels to me like solutions in search of problems. Could it possibly actually be the case that someone sits around CMI and worries that FAA-certified flight instructors are conducting rogue instruction without the permission of someone in authority? Or performing owner-allowed maintenance on their own aircraft? Or operating flight clubs without the official blessing of someone in the terminal building? If there are real problems, describe them, discuss them, and work with airport tenants to resolve them. I urge you to abandon these new documents and start fresh with up-front communication about your concerns. When I wanted to do more long-distance flying for fun/travel, and wanted more of an equity stake in airplanes, I joined Engineers Aero Club. EAC is a subchapter-S corporation, incorporated according to State of Illinois statutes, its finances subject to review by the IRS and the Illinois Department of Revenue. We have survived through several economic downturns by being careful about who we let buy in to the club. This seems to me to be none of Willard's business. We are in effect Flightstar's customer, not Willard's.	The University accepts the comment.
General	General	To be honest, the volume of issues really made me question the intent of these documents and the interest in collaborating with the GA community that uses CMI every day. I know that your intent is not to push GA out of the airport, but there is a lot of work to be done to make these documents workable. The purpose behind having these documents is good and important, but the way the drafts describe how to carry out that purpose is deeply flawed. I am extremely interested in seeing the next steps from here and how the process includes the airport's stakeholders. If you or the Advisory Board need additional assistance from outside the community, I would be happy to see what I can get AOPA to do as one of their airport support volunteers.	The University accepts the comment.
General	General	Needs major revisions with the involvement of the airports stakeholders. Creates policies that no commercial operator can afford	The University accepts the comment.
General	General	Definitions are repetitive and contravention to FAA definitions	The University accepts the comment.