

# **University of Illinois – Willard Airport Minimum Standards**

Version: Pending Adoption

**University of Illinois – Willard Airport  
Minimum Standards**

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## 1.0 Definitions

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Unless otherwise expressly stated, the following terms shall, for the purpose of these Minimum Standards, have the meaning herein indicated.

### **Abandoned Aircraft**

Any aircraft left unattended on airport property in an inoperable condition or under such circumstances that evidence an intention by the owner/operator to voluntarily surrender, relinquish or disclaim the aircraft. Any aircraft left in non-leased/licensed space for 30 days shall be considered abandoned.

### **Abandoned Motor Vehicle**

A motor vehicle shall be deemed to be an abandoned vehicle if left unattended:

- (a) With no number plates affixed thereto for more than six (6) hours on any public property.
- (b) For more than twenty-four (24) hours on any public property except a portion thereof on which parking is legally permitted.
- (c) For more than forty-eight (48) hours after the parking of such vehicle shall become illegal.
- (d) For more than seven (7) days on private property if left initially without permission of the owner or after permission of the owner shall be terminated.

### **AC**

Advisory Circular.

### **Access Gate**

Any device or barrier through which ingress or egress can be made to and/or from the Air Operations Area (AOA) and/or Security Identification Display Area (SIDA).

### **Advertising**

The display of paid announcements in any form to promote businesses other than the airport or the business of the airport, on airport property.

### **Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities")**

Any activity or service that involves, makes possible, facilitates, relates 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.

Aeronautical activities include, but are not limited to:

Sale of aviation fuel and lubricants; passenger, crew, and aircraft ground services, support, and amenities; tiedown, hangar, aircraft parking, office and shop rental/subleasing; aircraft maintenance; avionics or instrument maintenance; aircraft rental; flight training; aircraft charter; aircraft management; aircraft sales; sightseeing; aerial photography; aerial spraying and agricultural aviation services; aerial advertising; aerial surveying; and any other activities which, in the judgment of the University, 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

these Minimum Standards, all products and services described herein are deemed to be "Aeronautical Activities".

**Agency**

Any federal, state, or local governmental entity, body, unit, agency, organization, or authority.

**Agreement**

A written contract, executed by both parties, and enforceable by law between the University 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.

**Aircraft**

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, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

**Aircraft Design Group**

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.

**Aircraft Maintenance**

The repair, adjustment, maintenance, alteration, preservation, and/or inspection of aircraft airframe or powerplant, including the replacement of parts. Major repairs include major alterations to the airframe, powerplant, or propeller, as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43.

**Aircraft Operator**

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 or otherwise), for the purpose of air navigation including the piloting of aircraft, or on any part of the surface of the airport.

**Airframe and Powerplant Mechanic**

A person who holds an aircraft mechanic certificate with both the airframe and powerplant ratings issued by the FAA under the provisions of 14 CFR Part 65.

**Air Operations Area (AOA)**

The Air Operations Area shall be all areas of the airport within the perimeter fencing exclusively reserved for the operation, placement, movement, and storage of aircraft and all areas adjacent thereto

as defined by FAA regulations and/or the Executive Director. This area does not include the secured area.

**Airport**

The University of Illinois Willard 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 as it may hereinafter be extended, enlarged, or modified.

**Airport Assurances**

Assurances that airport owners/operators must comply with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

**Airport Certification Manual**

The FAA approved document containing the operating standards and procedures of the airport as prescribed in Federal Aviation Regulations (FAR) Part 139.

**Airport Identification**

A badge or card issued by the airport for the purpose of identification, vehicle operation, security, and access of persons.

**Airport Layout Plan (ALP)**

The currently approved scale drawing depicting the boundaries and physical layout of the airport and identifying the location, type, dimensions (including height) and configuration of existing and proposed infrastructure and improvements, including but not limited to, runways, taxiways, aprons, buildings, roadways, utilities, and nav aids, as well as all proposed extensions and reductions of existing airport facilities. The ALP reflects an agreement with the FAA regarding the proposed allocation of Airport land and/or improvements to specific uses and/or development.

**Airport Marking Aids**

Markings used on runway and taxiway surfaces to identify a specific runway, a runway hold line, centerline, threshold, etc.

**Airport Operations**

The division within the airport organizational structure responsible for monitoring and controlling daily airport activities and functions.

**Airport Security Program**

The Department of Homeland Security (DHS) approved document containing the security standards and procedures of the airport as prescribed in 49 CFR 1542.

**Airport Sponsor**

The University of Illinois is the airport sponsor which owns and operates the airport.

**Airport Traffic Control Tower (ATCT)**

The facility operated by the FAA for air/ground communications, which provides airport traffic control services to aircraft and vehicle operations at the airport.

**Applicant (or “Proposed Operator”)**

An entity desiring to use land and/or improvements at the airport to engage in aeronautical activities and who will apply in writing and in the manner or form prescribed herein for authorization to engage in such activities at the airport.

**ARFF**

Aircraft Rescue and Fire Fighting.

**Auto Gas**

Fuel designed and manufactured to be used in automobiles, as opposed to “AVGAS” which is designed and manufactured to be used in aircraft.

**Apron**

Those paved areas of the airport within the non-movement area designated by the airport for the loading or unloading of passengers, servicing, or parking of aircraft.

**Association**

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.).

**Avgas**

Aviation gasoline.

**Based Aircraft**

An aircraft that the owner physically locates at the airport for an undetermined period, and whenever absent from the airport, its owner intends to return the aircraft to the airport for long-term storage.

**Bus**

A motor vehicle having a seating capacity of nine or more.

**Board**

The Board of Trustees of the University of Illinois

**Certificate of Insurance**

A certificate provided by and executed by an operator’s insurance company evidencing the insurance coverages and limits of the operator.

**CFR**

United States Code of Federal Regulations, as may be amended from time to time and includes any successor regulations.

**Commercial Aeronautical Activity**

Any activity conducted at or out of the airport by any entity in which:

The exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the airport; or engaging in an activity on the airport for the purpose of securing revenue, earnings, income, and/or compensation, whether or not such revenue, earnings,

income, and/or compensation are ultimately exchanged, obtained, or transferred; or the offering or exchange of any product, service, or facility on the airport as a part of other revenue, earnings, income, and/or compensation producing activity on or off the airport. Shared expense flights defined in the Federal Aviation Regulations are not commercial operations.

**Commercial Aircraft Operator**

Any person which holds a certificate of public convenience and necessity issued pursuant to Section 401 of the Federal Aviation Act of 1958, as amended, or a commuter air carrier as defined by 14 CFR Part 204.3(d), and/or which holds a certificate subject to FAR Parts 61, 121, 141, 135 and/or any other FAR applicable to the transport of passengers or items for hire or to providing commercial aeronautical services or activities on a non-scheduled or regularly scheduled basis at the airport.

**Commercial Non-Aeronautical Activity**

Any commercial operation not directly related to the operation of aircraft, e.g., restaurant, rental car, or other concessions.

**Commercial Non-Signatory Aircraft**

An aircraft operated by or for a commercial aircraft operator which does not have in effect a current use and/or agreement with the University at the time of landing or takeoff of said aircraft.

**Commercial Operation**

To engage in the auction, lease, sub-lease, barter, trade, offer, advertising, holding out, or providing of any goods or services to the public.

**Commercial Operator**

An entity engaging in a commercial aeronautical activity.

**Commercial Self-Service Fueling**

The fueling of an aircraft by the pilot using commercial aircraft fuel pumps installed for that purpose. The commercial self-service fueling facility may or may not be attended by the vendor, which is a fixed base operator or an airport sponsor/operator that is exercising its right to sell aircraft fuel.

**Commercial Signatory Aircraft**

An aircraft operated by or for a commercial aircraft operator, which also has in effect a current use and/or agreement with the University at the time of landing or takeoff of said aircraft.

**Container**

A vessel of 119 gallons or less capacity used for transporting or storing liquids, excluding intermediate bulk containers.

**Contiguous Land**

Land that is sharing an edge or boundary or is separated by no more than a taxilane or taxiway.

**Contractor**

Any person or company doing service, construction, or installation work on the airport on a contract basis and who is not a tenant or vendor.

**Courtesy Vehicle**

Those properly identified vehicles, which are used on a not for hire basis in the business operation of any hotel, motel, parking lot or auto rental office or any business solely to transport customers at no charge between points at the airport and such enterprises.

**DHS**

United States Department of Homeland Security.

**Driver**

Any person who is in actual physical control of a vehicle.

**Emergency Public Services**

Services provided to the general public including police, fire, rescue, and emergency medical and/or ambulatory transportation.

**Employee(s)**

Any individual employed by an entity or employment agency whereby said entity or employment agency collects and pays all associated taxes on behalf of employee (i.e., social security and Medicare).

**Entity (or “Entities”)**

Includes a person; persons; firm; partnership; limited liability partnership or corporation; agency; unincorporated proprietorship, association, or group; or corporation other than the airport, and includes any trustee, receiver, assignee, or other similar representatives.

**Environmental Laws**

Federal, state, and local laws relating to environmental matters.

**Escort**

The accompaniment of a person or vehicle not authorized to be on the AOA or SIDA by a person who is so authorized and properly displays airport identification.

**Equipment**

All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the activity being performed.

**Exclusive Right**

A power, privilege, or other rights 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 entities but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

**Executive Director**

The person appointed by the University Board of Trustees to have immediate supervision of the administration and operation of the airport. The Executive Director may employ and designate staff to act on his behalf in the promulgation of University policy. Wherever in these Minimum Standards the Executive Director is referenced, it shall mean and include the Executive Director or the Executive Director’s designated representative.



**FAA**

United States Federal Aviation Administration.

**FAR**

United States Federal Aviation Regulations.

**FCC**

Federal Communications Commission.

**Fire Codes**

The fire codes adopted and enforced locally and/or by the State of Illinois.

**Fire-Resistant**

The capability of materials manufactured, designed, or certified to be resistant to damage by fire.

**Fixed Base Operator (FBO)**

A commercial operator engaged in the sale of products, services, and facilities to aircraft operators including fueling services, and which may also include, maintenance, storage, charter services, and ground and flight instruction, and at a minimum, the following activities listed in Section 4.2.

**Flammable**

The tendency of a material, liquid, or gas to ignite readily or to explode.

**Flight Training**

Any 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 will also include any portion of a flight between two airports or other destination dedicated to increase or maintain pilot or crewmember proficiency.

**Fuel**

Any substance (solid, liquid, or gaseous) used to operate any engine in aircraft or vehicles.

**Fuel Handling**

The transporting, delivering, fueling, or draining of fuel or fuel waste products.

**Fuel Storage Area**

Those portions of the airport designated by the Executive Director as areas in which auto gasoline, diesel, jet fuel, aviation 100LL, or any other type of fuel are authorized to be stored, including, but not limited to, bulk storage facilities.

**General Aviation**

Private and corporate aircraft not operating under FAR Part 121 or 135.

**Hangar Rash**

Minor damage to an aircraft resulting from contact with objects within hangars, or hangars themselves.

**Hazardous Materials**

Any hazardous or toxic substances, materials or wastes as defined in applicable federal, state, and local environmental laws.

**Improvements**

All buildings, structures, and facilities including pavement, concrete, fencing, signs, lighting, and landscaping constructed, installed, or placed on, under, or above any land on the airport.

**Infrastructure**

Runways, taxiways, taxilanes, aprons, nav aids, roadways, and utilities.

**Independent Operator**

A commercial operator offering a single aeronautical service but without an established place of business on the airport.

**Jet Fuel**

Fuel commonly utilized in turboprop and turbojet aircraft.

**Leased Premises**

The land and/or improvements leased by operator for the conduct of operator's activities.

**Lessee**

An entity that has entered into an agreement with the University to occupy, use, and/or develop land and/or improvements.

**Limousine**

A chauffeur-operated motor vehicle, available for charter, having a seating capacity of not less than four passengers or more than nine passengers, excluding the driver.

**Master Plan**

The current master plan report is an assembly of appropriate documents and drawings covering the development of the airport from a physical, economic, social, and political jurisdictional perspective and adopted by the University and any amendments, modifications, revisions, or substitutions thereof. The ALP is a part of the master plan.

**Minimum Standards**

Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in aeronautical activities at the airport.

**Movement Area**

The runways, taxiways and other paved surfaces of the airport that are used for the taxiing, takeoff and landing of aircraft, exclusive of loading ramps/aprons and parking areas. Control of aviation, vehicular, pedestrian traffic within these areas is under the jurisdiction of the Air Traffic Control Tower

**National Fire Protection Association (NFPA)**

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.

**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' purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. Notwithstanding the foregoing, the non-commercial operator will neither offer nor engage in commercial aeronautical activities. For purposes of these Minimum Standards, all government agencies will be considered non-commercial operators.

**Non-Movement Area**

Areas other than the runways, taxiways, and other paved surfaces of the airport that are used for the taxiing of aircraft, inclusive of loading ramps/aprons and parking areas which are inside the perimeter fence.

**NOTAM**

FAA Notice to Air Missions.

**NTSB**

National Transportation Safety Board.

**Operator**

An entity that has entered into an agreement with the University or subleased office, shop, hangar, or land to engage in commercial aeronautical activities.

**Park**

To stop a vehicle or aircraft for any length of time, whether occupied or unoccupied.

**Peer to Peer Vehicle Sharing**

A platform that allows vehicle owners to rent out their personal cars to others through online communication.

**Permission or Permit**

Permission or permit, whenever required by these Rules and Regulations, shall mean written permission, except that verbal permission in specific instances may be granted under special circumstances where the obtaining of written permission would not be practical.

**Person**

Any individual, firm, partnership, corporation, company, association, joint stock association, or political body, and includes any trustee, receiver, assignee, or representative thereof.

**Piston Aircraft**

An aircraft that utilizes a reciprocating engine for propulsion.

**Portable Tank**

Any vessel having a liquid capacity over 60 gallons intended for storing liquids and not intended for fixed installation.

**Ramp/Apron Areas**

Portions of the Air Operations Area designated and made available, temporarily, or permanently, by the University for the loading and unloading of passengers or cargo on and off aircraft, and the parking of aircraft.

**Readily Available**

Conveniently located (in close proximity) and accessible, but not necessarily located on the leased premises.

**Refueling Vehicle**

Any vehicle used for the transporting, handling, or dispensing of fuels, oils, and lubricants.

**Regulatory Measures**

Federal, state, University, local, and airport, laws, codes, ordinances, resolutions, policies, rules, and regulations, as may be hereafter enacted and as may be amended from time to time.

**Repair Station**

A certificated aircraft maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

**Restricted Area**

Those portions of the airport within the Air Operations Area (AOA), SIDA and Secured Area to which access is restricted to authorized persons and is not accessible to the general public.

**Roadway**

That portion of a highway or street improved, designed, or ordinarily used for vehicular travel.

**Rules and Regulations**

The airport rules and regulations, as may be amended from time to time, or any successor law, ordinance, rule, or regulation adopted by the University.

**Run-up**

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

**Runway**

A paved defined rectangular area designated for landing and takeoff of aircraft.

**Secured Area**

Includes all areas where air carriers subject to 49 CFR 1544 enplane and deplane passengers and send and load baggage and any adjacent areas not separated by adequate security measures. This includes the Terminal Ramp, and associated baggage makeup areas and is a Security Identification Display Area (SIDA).

**Security Program**

The University maintains a TSA-approved airport security program. The airport security program contains restricted information subject to the provisions of the Code of Federal Regulations (CFR) 1520, 1540, 1544, and 1546. Compliance with the airport security program is required by 49 CFR 1542.101(a).

**Security Identification Display Area (SIDA)**

The area identified by the Airport Security Program where the wearing of external identification badges is required for airport security in accordance with 49 CFR 1542 of the Department of Homeland Security and the Airport Security Program. This includes all secured areas around the passenger terminal used for the boarding and servicing of scheduled commercial airlines.

**Service (Vehicle) Road**

A vehicular road located inside the Air Operations Area for use by the University, FAA and authorized airport tenants and contractors. In all cases, ARFF vehicles have right-of-way on these roads.

**SOP**

Standard Operating Procedures.

**SPCC Plan**

Spill Prevention Control and Countermeasure Plan.

**Specialized Aviation Service Operator (SASO)**

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.

**State**

The State of Illinois.

**Sterile Area**

That portion of the Terminal Building beyond the passenger security screening checkpoint used in the boarding of commercial aircraft.

**Storm Water Pollution Prevention Plan (SWPPP)**

The current Storm Water Pollution Prevention Plan in place at the airport, as may be amended from time to time.

**T-Hangar**

An individual aircraft hangar designated for the storage of one aircraft.

**Taxicab or Transportation Network Companies (TNC)**

A motor vehicle carrying passengers for hire for which public patronage is solicited. This includes internet operated platforms, or Transportation Network Companies (TNC), such as “Uber”, “Lyft”, etc.

**Taxiway**

A surface designed to provide aircraft access between the runways and other areas of the airport, including aircraft parking ramps/aprons/aprons.

**Tenant**

A lessee, permittee or other occupant of land or premises within the boundaries of the airport including, his or her sub lessee or duly authorized agent, and employees.

**Terminal Building**

Those buildings and/or structures located within the airport and open to the public for the purpose of flight ticket purchase, public lobby waiting, baggage check-in and those services related to public air travel.

**Terminal Ramp**

That portion of the AOA immediately adjacent to the Terminal Building.

**Through-the-Fence**

The right to have direct access to the airport from private property located contiguous to the airport. Through-the-fence aircraft operators, while being located off the airport, have access to the airport's runway and taxiway system.

**Tiedown**

An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable tiedown points are located.

**Turbojet Aircraft**

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.

**Turboprop Aircraft**

An aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

**TSA**

Transportation Security Administration.

**University**

The University of Illinois via the legal entity and governing body, The Board of Trustees of the University of Illinois.

**Vehicle**

Any device intended for the carriage of people, 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.

**Vendor**

Any person or company involved in sales or service work on the airport who is not a tenant or contractor.

**Willard Airport**

All land and improvements owned and/or under the care, custody, and control of the University.

## **2.0 Introduction**

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### **2.1 Purpose, Scope, Policy, and Objective**

#### **2.1.1 PURPOSE**

This Minimum Standard document provides basic information pertaining to the Federal Aviation Administration’s (“FAA”) recommendations on commercial minimum standards and related policies. The minimum standards outlined herein are implemented as a means to minimize the potential for violations of federal obligations at the University of Illinois Willard Airport (“Airport”).

The aforementioned federal obligations involve several distinct requirements. Most important is that the airport and its facilities must be available for public use as an airport. The terms imposed on those who use the airport, and its services will be reasonable and applied without unjust discrimination, whether by the University of Illinois (“University”) or by a contractor or licensee who has been granted a right by the University to offer services or commodities normally required to serve users of the airport.

Federal law requires that recipients of federal grants administered by the FAA execute a grant agreement or covenant in a conveyance of property that sets out the obligations that an airport sponsor assumes in exchange for federal assistance. The airport’s policy pertaining to minimum standards stems from the University’s federal grant assurances and similar obligations to make the airport available for public use on reasonable conditions and without unjust discrimination.

#### **2.1.2 POLICY**

The University intends to operate, manage, plan, finance, and develop the airport for its long-term financial health and safety in a manner consistent with accepted airport practices and applicable federal, state, and local policies and regulations.

The University, as the federal airport sponsor of the airport, agrees to make available the opportunity to engage in commercial aeronautical activities by persons, firms, or corporations that meet reasonable minimum standards established by the University. The imposition of standards underlines the University’s policy of ensuring a safe, efficient, and adequate level of operation and services offered to the public. Such standards are intended to be reasonable and not unjustly discriminatory. In exchange for the opportunity to engage in a commercial aeronautical activity, an aeronautical service provider engaged in an aeronautical activity agrees to comply with the minimum standards developed by the University. Compliance with the airport’s minimum standards will be made part of an aeronautical service provider’s lease or license agreement with the University.

Applicants who propose to perform commercial aeronautical activities at the airport will be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if applicable) to occupy available airport facilities. Applicants will also have the opportunity to provide appropriate aeronautical activities subject to the Minimum Standards as established by the University.

The granting of rights and privileges to individuals and businesses to engage in aeronautical activities will not be construed in any manner as affording any operator any exclusive right for use of the premises and/or facilities at the airport, other than those premises which may be leased exclusively to any operator, and then only to the extent provided in a written lease and/or permit.

### **2.1.3. OBJECTIVE**

The University's objective in recommending the development of minimum standards serves to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure the efficiency of operations. Therefore, airport sponsors should strive to develop minimum standards that are fair and reasonable to all on-airport aeronautical service providers and relevant to the aeronautical activity to which it is applied. Any use of minimum standards to protect the interests of an exclusive business operation may be interpreted as the grant of an exclusive right and a potential violation of the airport sponsor's grant assurances and the FAA's policy on exclusive rights.

## **2.2 Airport Management**

The Executive Director is responsible for the operation, management, maintenance, and security of the airport and all University-owned and operated airport land, improvements, facilities, vehicles, and equipment.

The University has authorized and directed the Executive Director to:

Interpret, administer, and enforce agreements and these Minimum Standards, and 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 airport or University under these Minimum Standards.

While the Executive Director has the authority to manage the airport (including the authority to interpret, administer, and enforce airport agreements and airport owner policies and the authority to permit temporary, short-term occupancy of the airport) the ultimate authority to grant the occupancy and use of the airport real estate or permits allowing for the conduct of commercial aeronautical activities, and to approve, amend, or supplement all leases and permits is expressly reserved for the University.

All official inquiries regarding these Minimum Standards and/or compliance therewith should be directed to the Executive Director.

## **2.3 Compliance with Regulatory Measures**

All entities engaging in aeronautical activity on airport land or improvements will comply, at the entity's expense, with all applicable regulatory measures.



## **2.4 Conflicting Regulatory Measures**

If a provision of these Minimum Standards is found to be in conflict with any other provision of these Minimum Standards, regulatory measure or agreement, the provision that establishes the higher standard will prevail to the extent permitted by law. It is not the intent of these Minimum Standards to excuse any entity from performing any obligation as set forth in any agreement, whether such agreement is in existence on the date of adoption of these Minimum Standards or entered into at any time thereafter.

## **2.5 Right to Self-Service**

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.

However, all entities must adhere to all applicable regulatory measures in the performance of any services on its own Aircraft.

## **2.6 Through-the-Fence Activities**

Through-the-Fence activities are prohibited by the University.

## **2.7 Fines**

Entities will have the responsibility to pay any fine or penalty levied against the entity, the airport, or the University, individually or collectively and their representatives, officers, officials, employees, agents, and volunteers as a result of the entity's failure to comply with any applicable regulatory measure.

If the fine or penalty is contestable (and contested by the entity) the entity will pay the fine or penalty when upheld by the agency having jurisdiction (i.e., FAA, TSA, or other agency).

## **2.8 Variance and Exemption**

The University may approve variances to these Minimum Standards when a specific clause, section or provision does not seem justified in a particular case because of special conditions or unique circumstances.

The University may approve variances to the minimum leased premises and vehicle requirements for any improvement constructed on or before the effective date of these Minimum Standards.

Any variance or exemption approved by the University will apply only to the special conditions or unique circumstances of the particular case under which the variance or exemption is granted and will not serve to amend, modify, or alter these Minimum Standards.

When a specific product, service or facility is not currently being provided at the airport the University may enter into an agreement with a fixed base operator (FBO) or specialized aviation service operator (SASO) with terms and conditions that are less than those outlined in these Minimum Standards (e.g., lower minimum standards, etc.) only for a limited period of time (“Pioneering Period”). The duration of the Pioneering Period will be specified in the agreement and will only be valid during that specific period of time.

## **2.9 Exclusive Rights**

The granting of rights and/or privileges to engage in commercial aeronautical activities will not be construed in any manner as affording an operator any Exclusive Right, other than the exclusive use of land and/or improvements that may be leased or licensed to the Operator, and then only to the extent provided in an agreement.

The presence on the airport of only one entity engaged in a particular commercial aeronautical activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the University not to enter into or promote an understanding, commitment, or express agreement to exclude other reasonably qualified entities. Accordingly, those who desire to enter into an agreement with the University should neither expect nor request the University exclude others who also desire to engage in the same or similar activities. The opportunity to engage in a commercial aeronautical activity will be made available to those entities meeting the qualifications and the requirements set forth in these Minimum Standards and as space may be available at the airport to support such activity proves such use is consistent with the current and planned uses of the airport land and improvements and is in the best interest of the University.

If the FAA determines that a provision of these Minimum Standards constitutes a grant of a prohibited Exclusive Right, such provision or grant will be deemed null and void.

## **2.10 Applicability**

These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one (1) or more aeronautical activities at the airport.

Throughout these Minimum Standards, the words “standards” or “requirements” will be understood to be modified by the word “minimum” except where explicitly stated otherwise. Any required determinations, interpretations, or judgements regarding what constitutes an acceptable Minimum Standard, or regarding compliance with such standard, will be made by the Executive Director. All entities are encouraged to exceed the applicable Minimum Standards. No entity will be allowed to engage in aeronautical activities at the airport under conditions that do not, in the University’s discretion, meet these Minimum Standards.

These Minimum Standards will apply to any new agreement or any amendment to any existing agreement executed after the date of promulgation of these Minimum Standards relating to the occupancy or use of the airport land or improvements for general aviation aeronautical activities.

These Minimum Standards will not affect any agreement or amendment to such agreement properly executed before the publication of these Minimum Standards except as otherwise provided for in such agreement, in which case these Minimum Standards will apply to the extent permitted by such agreement. Upon termination or expiration of an agreement, operator will be required to comply with these Minimum Standards upon execution of a new agreement. These Minimum Standards will not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor will they prohibit the University from entering into or enforcing an agreement that requires an entity to exceed these Minimum Standards. If these Minimum Standards are amended after the operator enters into an agreement with the University, the operator will not be required to increase operator's leased premises or construct additional improvements to be in compliance with the amended Minimum Standards until such time as the operator amends the existing agreement or enters into a new agreement with the University, unless such amendment or new agreement is at the request of the University.

All flying clubs desiring to base their aircraft and operate at the airport must comply with the airport rules and regulations and the specific minimum standards requirements set forth within this document. However, flying clubs will not be subject to commercial requirements provided the flying club fulfills the conditions contained in section 13 of the airport minimum standards.

### **2.11 Reserved Rights**

The University reserves the following rights and privileges without limitation and as may be amended from time to time.

The University reserves all rights and privileges outlined under federal and/or state airport assurances.

The University reserves and retains the right for the use of the airport by others who may desire to use the same pursuant to applicable regulatory measures pertaining to such use.

The University further reserves the right to designate specific airport areas for activities in accordance with the Airport Layout Plan ("ALP") as may be amended from time to time. Such designation will consider 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 will be consistent with the safe, orderly, and efficient use of the airport.

It is the policy of the University 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. Nothing contained in these Minimum Standards will require the University to request approval from the FAA to modify the ALP on behalf of a prospective operator.

The University reserves the right to develop and make any improvements and/or repairs at (or to) the airport that it deems necessary. The University will not be obligated to reimburse or

compensate any operator, sublessee, or other entity for any expense incurred or loss of revenue (or inconvenience) that may result from such development, improvement, and/or repair.

The University 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 University that such operator has not complied with these Minimum Standards, applicable regulatory measures, directives issued by the University, or has otherwise jeopardized the safety of entities utilizing the airport or the land and/or improvements located at the airport.

The University reserves the right to lease the airport or portions thereof during war or national emergency to the United States government for military use.

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, its 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.

## **2.12 Grounds for Denial**

The airport or University may reject any proposal or Application for any one (1) or more reasons including, but not limited to, the following:

The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the airport or University.

The entity's proposed activities and/or improvements will create a safety hazard at or on the airport.

The airport or University would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or improvements that the airport or University is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the University.

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.

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 timeframe proposed by the entity.

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 airport or University, unduly interfere with activities of any existing operator on the airport and/or prevent adequate access to the leased premises of any existing operator.

The entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.

The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of violating or is in violation of University regulatory measures (or any other airport sponsor), the FAA, or any other regulatory measure applicable to the airport and/or the entity's proposed activity.

The entity or an officer, director, agent, representative, or shareholder of the entity has defaulted in the performance of any lease, sublease, agreement, or permit at the airport or at any other airport.

The entity does not exhibit adequate financial responsibility or capability to undertake the proposed activity.

The entity cannot provide a performance bond or applicable insurance in the type and amounts required by the University for the proposed activity.

The entity or an officer, director, or shareholder of entity has been convicted of a felony.

The entity's proposed activity has been or could be detrimental to the airport.

The entity seeks terms and conditions which are inconsistent with University's policies or any request for proposal (or any other invitation for proposals) issued by the University.

The entity's interests and/or the proposed activity or use is inconsistent with the airport's mission, vision, values, goals, objectives, the best interest of the University, or any airport assurances.

### **3.0 General Requirements**

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#### **3.1 Experience and Capability**

Operator will, in the judgment of the University, demonstrate before and during the term of the agreement the capability of providing the proposed products, services, and facilities and engaging in these activities in a good, prompt, and workmanlike manner and to the benefit of the public.

Operator will, in the judgment of the University, demonstrate before and during the term of the agreement the financial responsibility and technical capability to develop and maintain improvements; procure and maintain required vehicles, equipment, and/or aircraft; employ proper level of personnel; and engage in the activity.

#### **3.2 Agreement/Approval of University**

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.

#### **3.3 Leased Premises**

Entities shall lease or sublease sufficient land and/or lease, sublease, or construct sufficient improvements for the activity as stipulated in these Minimum Standards.

Leased premises that are used for commercial purposes and require public access will have direct public streetside access. Each building used on the airport in conjunction with the commercial activity will bear the operator's identification in the form of a company logo, sign, emblem, or other means to designate the operator to whom the building is assigned. Identification will be legible on a contrasting background and will be displayed in a manner that is acceptable to the airport.

##### **Aprons/Paved Tiedowns**

Aprons/paved tiedowns (if required) must be adequate to accommodate the movement, staging, and parking of operator's, operator's sublessees', and customers' aircraft without interfering with the movement of aircraft in and out of other facilities and aircraft operating in taxilanes or taxiways. Aprons associated with hangars will be equal to one times the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of customer and/or operator aircraft without interfering with the movement of aircraft in and out of other facilities and aircraft operating in taxilanes or taxiways, whichever is greater.

##### **Vehicle Parking**

Paved vehicle parking will be sufficient to accommodate all operator's and operator's sublessees' (if subleasing facilities) customers, employees, visitors, vendors, and supplier's

vehicles on a daily basis. Designated vehicle parking will be on operator’s leased premises and/or in close proximity to operator’s main facility. On-street vehicle parking is not allowed. Vehicle parking will be in conformance with the University policy, as now or hereafter amended, or as required by other applicable regulatory measures.

### **3.4 Products, Services, Facilities**

Products, services, and facilities will be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the airport.

Operator will charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility, provided that, operator may be allowed to make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.

Operator will conduct its activities on and from the leased premises in a safe, efficient, and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar activities from similar leaseholds in like markets.

### **3.5 Non-Discrimination**

Operator will not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, sexual orientation, gender or identity expression, marital status, disability, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable regulatory measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

### **3.6 Licenses, Permits, Certifications and Ratings**

Operator and operator’s personnel will obtain and comply with, at operator’s sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of operator’s activities at the airport as required by the University or any other duly authorized agency prior to engaging in any activity at the airport. Upon request, operator will provide copies of such licenses, permits, certifications, or ratings to the airport within ten (10) business days.

Operator will keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

### **3.7 Personnel**

Operator will provide a responsible person to supervise activities and such person will be qualified and authorized to represent and act for and on behalf of operator during all hours of activity with respect to the method, manner, and conduct of the operator and operator’s activities. When such responsible person is not on the leased premises, such individual will be immediately available by telephone.

Operator will provide to the airport a current written statement of the names, addresses, telephone numbers and other necessary contact information for all personnel responsible for the operation and management of the operator. In addition, the operator will provide the name of a primary and secondary contact and 24-hour telephone numbers for both individuals, as available for operators with more than one employee for emergency situations.

Operator will have in its employ, on duty, and on the leased premises during hours of activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a courteous, prompt, safe, and efficient manner.

Operator will control the conduct, demeanor, and appearance of their employees. It will be the responsibility of the operator to maintain close supervision over operator's employees to assure a high standard of service.

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.

### **3.8 Security**

All entities shall comply with the University of Illinois Willard Airport Rules and Regulations.

Operator will designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Executive Director, including the name of the primary and secondary contacts and 24-hour telephone numbers for both individuals, as available for entities with more than one employee.

Fencing, doors, gates, lighting, and locks that are part of the operator's leased premises or have been installed by the operator must be maintained by the operator and always kept in good condition. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the University.

Operator must comply with all applicable reporting requirements as established by the University of Illinois Willard Airport and the Transportation Security Administration.

### **3.9 Equipment and Vehicles**

All required equipment and vehicles must be fully functional while in operation.

Each vehicle and piece of mobile equipment used on the airport by the operator in conjunction with the commercial activity will bear the operator's identification in the form of a company logo, sign, emblem, or other means to designate the operator to whom the vehicle or equipment is assigned. Identification will be legible on a contrasting background and will be displayed in a manner that is acceptable to the airport.



### **3.10 Insurance**

All external entities shall purchase and maintain insurance as specified and other insurance as is appropriate. Insurance required to be purchased and maintained shall include, at minimum, the specific coverage and be written by companies to be approved by the University for not less than the limits of liability specified in the contract or lease or required by laws or regulations whichever is greater.

When required, a Certificate of Insurance, on an approved form, must be delivered to the University prior to commencing any activities on site. It must contain the provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to the University. Additional Insured and Waiver of Subrogation endorsements shall be specifically noted on the certificate.

### **3.11 Indemnification/Hold Harmless**

Operators and entities will protect, reimburse, indemnify, and hold the University, its agents, employees, and elected officers as provided by agreement. The airport and University individually and collectively, including their representatives, officers, officials, employees, agents, and volunteers, will not be responsible for loss, injury, or damage to persons or property at or on the airport by reason of fire, collision, theft, vandalism, terrorism, wind, flood, or natural disasters.

### **3.12 Taxes**

An entity/operator will, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized agency associated with their leased premises (land and/or improvements), their improvements on leased premises, and/or their activities.

### **3.13 Advertising, Marketing and Solicitation**

Advertising must be aesthetically consistent with the airport's design and architectural standards and not interfere with operational efficiencies and safety. A balance between airport advertising and other informational systems must be maintained to preserve visual continuity, avoid clutter, and message overload.

All advertising at the airport must be approved by the Executive Director in writing prior to display. Advertising on the exterior of the airport building or any permanent structure on the airport property is prohibited. This restriction does not apply to activities of operator to identify, inform the public, or promote its services or business, or otherwise market their business in accordance with the terms and conditions of their specific lease. Advertising in spaces exclusively or preferentially leased by operator will be restricted to only goods and services offered by the operator. No advertisements may be placed on exterior doors or windows. No advertisements may be placed on the roof of any building or on any structure atop a building.

Advertisements will not advertise services in direct competition with the airport's business objectives and services. No advertising of any nature is allowed along roadways, walkways, landscaped areas, or other grounds of the airport. Advertisements will not be false, misleading, or deceptive; nor contain objectionable or controversial material such that the advertisement would be contrary to community standards or would detract from the mission of the airport to provide a comfortable, pleasant customer experience. Advertisements will not contain obscene, pornographic, or violent material; market firearms, tobacco products, hard liquors, or illegal/prohibited substances; contain commentary, advocacy, or promotion of or on social, political, religious, or rhetorical issues; advocate for or against political candidates, political campaigns, ballot measures, or political parties or organizations; or advocate a position (directly or indirectly) on any public policy or social issue. The airport will not provide email or telephone support (e.g., answer questions about products, services, companies, etc.), email or telephone endorsements (e.g., provide a positive review of a product or service or recommend any product or service) nor take orders for products or services advertised at the airport by operator.

The Executive Director or designee will have the right to remove and dispose of any sign, brochure, flyer, advertisement, circular, picture, sketch, drawing or other commercial messages that violate any of these policies. Existing signs that do not meet the guidelines in this policy must be removed; however, a sign that has been previously approved by the airport will be allowed to remain as is until changed, replaced, or relocated at which time the sign must be modified to conform to this policy.

Entities/operators may use temporary signs with prior approval of the Executive Director. Operator's contractors may use temporary signs that may be considered advertising in nature during construction periods to identify projects, work sites, contractors, and work in process.

Entities/operators and their advertising agents will indemnify and hold harmless the airport and the University, its officers, and agents, against all expenses and losses resulting from the publication of the contents of the advertisement, including but not limited to claims for libel, violation of privacy, copyright infringement, or plagiarism.

The airports nor the University's name(s), logo, and designations, nor testimonials by current airport employees may be used in advertisements to endorse non-airport products or services unless the airport has specifically contracted with a particular advertiser to promote or endorse a product or service.

### **3.14 Signage Criteria**

Signage will be limited to operators/entities name, logo, and associated icons. Tag lines and bylines or advertising slogans are not permitted. All signage must be professionally designed and fabricated. Signage intended for use at the airport must be approved by the Executive Director prior to fabrication.

Signage on leased premises is limited to the following types:

Three-dimensional icon elements, pin-mounted individual letters, metal-channel letters with halo lighting, edge or backlit translucent signage, glass (painted, silk-screen or metal leaf-applied to inside surface of glass). Raised etched lettering, logo applied to glass or solid business from tin metallic finish (brass, bronze, copper, stainless steel, aluminum); solid plastic lettering, lacquered wood lettering, engraved, etched, or sandblasted granite, marble, or stone; wood carved, routed, laser cut, painted with raised or etched lettering; LED illuminated signs.

The following sign types for both identification and blade signs are prohibited:

Permanent promotional signs of any type or registered trademarks other than those owned by the operator/entity, floor-standing box or suitcase signs, exposed neon, strobe-flashing or blinking lights, inflatable objects, hand painted signs, signs with exposed conduit, tubing, raceways, ballasts, transformers or other equipment; labels and other identification, including manufacturer's labels on the exposed surface of signs except those required by code; commercially produced graphics for nationally produced merchandise including cardboard cutouts, stand-ups, cut-outs etc.

Illuminated letters, back-lit or front-lit signage will not produce a visible brightness that exceeds 200-foot lamberts.

Operator/entity must provide access from within leased premises to service sign components. Electrical service for lighting associated with operator/entity signs will come from operator's/entities electrical panel. Operator/entity is responsible for maintaining and servicing sign components within their leased premises.

## **4.0 Fixed Base Operators**

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### **4.1 Intro**

A Fixed Base Operator (FBO) is 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:

Aviation fuels and lubricants (jet fuel, avgas, and aircraft lubricants); passenger, crew, and aircraft ground services, support, and amenities; aircraft maintenance; and tiedown, hangar, aircraft parking, office, and shop.

In addition to the General Requirements set forth in Article 3 herein, each FBO at the airport will comply with the following minimum standards set forth in this Article 4.

## 4.2 Scope of Activity

Unless otherwise stated in these Minimum Standards, FBO's employees using FBO's vehicles and equipment must provide all required products and services.

FBO's products and services will include the following:

Aviation fuels and lubricants (jet fuel, avgas, and aircraft lubricants):

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).

Passenger, Crew, and Aircraft Ground Services, Support, and Amenities

FBO will meet, direct, and park all aircraft arriving on operator's leased premises.

FBO will provide arrival and departure services for aircraft using operator's leased premises including crew and passenger baggage handling.

FBO will provide parking and tiedown of aircraft upon the operator's leased premises.

FBO will provide hangar storage of aircraft as hangar capacity allows, including in-out service.

FBO will provide oxygen, nitrogen, and compressed air services.

FBO will provide lavatory services and aircraft cleaning services.

FBO will make available aircraft ground power units for the largest aircraft regularly served by the airport.

FBO will provide courtesy transportation, utilizing operator's vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.

FBO will make available crew and passenger ground transportation arrangements (limousine, shuttle, and rental car).

FBO will have available flight briefing capabilities inclusive of weather forecasting and necessary equipment.

FBO will make available aircraft catering arrangements.

FBO will make available basic pilot supplies/accessories.

## Aircraft Maintenance

FBO will provide aircraft maintenance on the airframe, powerplants, and associated systems of general aviation aircraft up to Group II Turboprop and Turbojet Aircraft normally frequenting the airport. In addition:

FBO will be able to provide aircraft line maintenance for general aviation aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum takeoff weight. FBO will provide supplies and parts required for aircraft airframe, powerplant, inspection, tire, battery, oxygen, and other routine aircraft maintenance functions appropriate for the type of aircraft serviced. FBO can meet these Minimum Standards for the provision of aircraft maintenance by and through authorized sublessee(s) who meet the minimum standards established for an aircraft maintenance operator and operates from the FBO's leased premises.

## Optional Services

FBOs may also provide optional services as approved by the University, which may include, but are not limited to flight training, aircraft rental, aircraft sales, air charter or air taxi, aircraft management operations, and avionics sales and maintenance.

### **4.3 Leased Premises**

FBO will have adequate land, apron, paved tiedown, facilities (hangars, terminal, maintenance, and fuel storage), and vehicle parking to accommodate all activities of FBO and all approved sublessees, but not less than the following:

Contiguous Land – ten (10) acres (435,600 square feet), upon which all required improvements including apron, paved tiedown, facilities, and vehicle parking will be located. Apron—100,000 square feet with sufficient weight bearing capacity. Paved tiedown—adequate to accommodate the number, type, and size of based and transient aircraft requiring tiedown space at the FBO's leased premises, but not less than ten (10) paved tiedown spaces.

Facilities—15,000 square feet (total) consisting of the following:

Terminal space – 5,000 square feet; Customer area will be at least 3,000 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public use telephones, and restrooms; Administrative area will be at least 1,000 dedicated square feet to include adequate space for employee offices, work areas, and storage; Maintenance area—1,000 square feet including management, record keeping, and reception areas; Maintenance area will include adequate space for employee offices, work areas, and storage for aircraft parts and equipment; Hangar space—At least 3,000 square feet will be dedicated to the provision of aircraft maintenance and 6,000 square feet will be dedicated to aircraft storage. An additional 1,000 square feet of office and storage will be provided in conjunction with the aircraft storage hangar.

#### **4.4 Fuel Storage**

FBO will construct or install and maintain an on-airport aboveground fuel storage facility at the airport, unless otherwise authorized or required, in a location approved by the airport.

At the airport’s discretion, fuel storage facility may be located on the leased premises.

Fuel storage facility will be designed in accordance with all Environmental Protection Agency (EPA), National Fire Protection Association (NFPA) 407 Standards for Aircraft Fueling, NFPA 30 Above Ground Tank Installation Chapter 4, and the State of Illinois regulations including proper aircraft fuel spill prevention features and containment capabilities. In addition, each FBO will provide a current copy of their aircraft fuel spill prevention, countermeasures, and control plan (SPCC) to the airport thirty (30) days prior to commencing operations. The fuel storage facility shall utilize a minimum of two (2) NFPA 704 -Standard System for the Identification of Hazards of Materials for Emergency Response placards at the fuel storage facility. Aircraft fuel inventories will be monitored in accordance with current EPA standards and inventory details will be provided to the airport when requested including total of gallons delivered by type and date. The airport is migrating towards above-ground fuel storage systems only. Below-ground fuel storage systems will be phased out, consequently, below-ground fuel storage systems will not be permitted or approved subsequent to the effective date of these Minimum Standards.

Fuel storage facility will have total capacity for three (3) days’ peak supply of aviation fuel for aircraft being serviced by FBO. In no event will the total storage capacity be less than:

15,000 gallons for jet fuel storage; 10,000 gallons for avgas storage

FBO will, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the airport.

FBO will demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.

#### **4.5 Fueling Equipment**

FBO will have one (1) jet fuel refueling vehicle having a capacity of at least 1,200 gallons.

One (1) refueling vehicle dispensing jet fuel will have over-the-wing and single point aircraft servicing capability.

FBO will have one (1) avgas refueling vehicle having a capacity of at least 750 gallons.

Aircraft refueling vehicles will be equipped with metering devices that meet all applicable regulatory measures. All refueling vehicles will be bottom loaded.

A fixed avgas refueling system (commercial self-service) may be developed with the prior written consent of the airport. Any fixed avgas refueling (self-fueling) system constructed or installed and maintained by an FBO for public commercial use shall be a minimum of 10,000 gallons in a location specified by the airport.

#### **4.6 General Equipment**

FBO will have the following equipment:

One (1) courtesy vehicle (capable of accommodating seven (7) passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the airport and local area hotels and restaurants in close proximity.

Two (2) aircraft tugs (and tow bars) with at least one (1) having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest general aviation aircraft normally frequenting the airport.

One (1) ground power unit and one (1) lavatory cart.

Five (5) Spill kits.

Adequate number of approved and regularly inspected dry chemical fire extinguisher units will be maintained within all hangars, on apron areas, at fuel storage facilities, and on all grounding handling and refueling vehicles.

All equipment reasonably necessary for the proper performance of aircraft maintenance in accordance with applicable FAA regulations and manufacturers' specifications.

#### **4.7 Personnel**

Personnel, while on duty, will be clean, neat in appearance, courteous, and at all times, properly uniformed except management and administrative personnel. Personnel uniforms will identify the name of the FBO and will be clean and properly maintained at all times.

FBO will develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and will ensure compliance with standards set forth in FAA Advisory Circular 00-34 on "Aircraft Ground Handling and Servicing." FBO's SOP will include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures for fuel fires and spills. FBO's SOP will also address bonding and fire protection; public protection; control of access to fuel storage facilities; and marking and labeling of fuel storage tanks and refueling vehicles. FBO's SOP will be submitted to the airport no later than thirty (30) days before the FBO commences activities at the airport.

FBO will have two (2) properly trained and qualified employees, on each shift, providing aircraft fueling, parking, and ground services support.

All FBO aircraft fuel handling personnel will be trained in the safe and proper handling, dispensing, and storage of aircraft fuel. Acceptable training will be National Air Transportation Association (NATA) Safety 1<sup>st</sup> or an equivalent training program.

FBO will have one (1) properly trained and qualified employee, on each shift, to provide customer service and support.

If FBO is providing aircraft maintenance directly versus utilizing an authorized sublessee, FBO will have two (2) FAA-licensed airframe and powerplant mechanics employed by FBO and properly trained and qualified to perform aircraft maintenance on aircraft normally frequenting the airport will be on-duty and on-premises for at least eight (8) hours during FBO's hours of activity, five (5) days a week.

#### **4.8 Hours of Activity**

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.

#### **4.9 Aircraft Removal**

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.

### **5.0 Aircraft Maintenance Operators**

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#### **5.1 Intro**

An Aircraft maintenance operator is a commercial operator engaged in providing aircraft maintenance for aircraft other than those owned or operated by the operator, which includes the sale of aircraft parts and accessories.

In addition to the General Requirements set forth in Article 3 herein, each aircraft maintenance operator at the airport will comply with the following minimum standards set forth in this Article 5.



A FBO will comply with the minimum standards set forth in Article 4 herein associated with aircraft maintenance.

**5.2 Leased Premises**

Operator engaging in this activity will have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the operator and all approved sublessees, but not less than the following square footages, which are not cumulative:

	<b>Piston and Turboprop Aircraft</b>	<b>Turbojet Aircraft</b>
Contiguous Land (Lessee Only)	43,560 SF	43,560 SF
Customer Area (Lessee)	1,000 SF	1,000 SF
Customer Area (sublessee)	Accessible	Accessible
Administrative Area	500 SF	500 SF
Maintenance Area	1,500 SF	2,000 SF
Hangar	6,000 SF	10,000 SF

All required improvements including apron, facilities, and vehicle parking will be located on contiguous land.

Facilities will include customer, administrative, maintenance, and hangar areas.

Customer area will include adequate space for customer lounge, public use telephone, and restrooms; administrative area will be dedicated to the provision of aircraft maintenance and will include adequate space for employee offices, work areas, and storage; maintenance area will include adequate space for employee work areas, shop areas, and storage for aircraft parts and equipment.

**5.3 Licenses, Permits, Certifications and Ratings**

All operators’ personnel will be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

**5.4 Personnel**

Operator will provide a sufficient number of personnel to adequately and safely carry out aircraft maintenance in a prompt and efficient manner and meet the reasonable demands of the public for this activity.

Operator will employ two (2) FAA-licensed airframe and powerplant mechanics and one (1) customer service representative; A mechanic may fulfill the responsibilities of the customer service representative unless mechanic is performing duties off airport; operators providing 100 hour, annual, or phase inspections on aircraft not listed on operator’s FAA Repair Station will employ an FAA-licensed airframe and powerplant mechanics certified as an IA (Inspection Authority).

## 5.5 Equipment

Operator will provide sufficient equipment, supplies, and availability of parts as required for the type and level of aircraft maintenance offered.

Equipment requirements include tugs, tow bars, jacks, dollies, and other equipment, supplies, and parts required to perform the activity.

## 5.6 Hours of Activity

Operator will be open, and services will be available to meet reasonable demands of the public for this activity, at least five (5) days a week, eight (8) hours a day, and available after hours, on-call, with response time not to exceed sixty (60) minutes.

## 6.0 Avionics and Instrument Maintenance Operators

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### 6.1 Intro

An avionics or instrument maintenance operator is a commercial operator engaged in the business of sale, maintenance, or alteration of one (1) or more of the items described in 14 CFR Part 43, Appendix A (i.e., aircraft radios, electrical systems, or instruments).

In addition to the General Requirements set forth in Article 3 herein, each avionics or instrument maintenance operator at the airport will comply with the following minimum standards set forth in this Article 6.

### 6.2 Leased Premises

Operators engaging in this activity who will have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the operator and all approved sublessees, but not less than the following square footages, which are not cumulative:

For operators performing benchwork only (i.e., no removal and replacement services are being performed), the minimums, which are based upon the type of aircraft avionics or instruments being tested and/or repaired, are as follows:

	<b>Piston and Turboprop Aircraft</b>	<b>Turbojet Aircraft</b>
Contiguous Land (Lessee Only)	43,560 SF	43,560 SF
Customer Area (Lessee)	1,000 SF	1,000 SF
Customer Area (sublessee)	Accessible	Accessible
Administrative Area	500 SF	500 SF
Maintenance Area	1,500 SF	2,000 SF

For operators performing services in addition to benchwork (i.e., removal and replacement services are being performed), the minimums, which are based upon the type of aircraft avionics or instruments being tested and/or repaired, are as follows:

	<b>Piston and Turboprop Aircraft</b>	<b>Turbojet Aircraft</b>
Contiguous Land (Lessee Only)	43,560 SF	43,560 SF
Customer Area (Lessee)	1,000 SF	1,000 SF
Customer Area (sublessee)	Accessible	Accessible
Administrative Area	500 SF	500 SF
Maintenance Area	1,500 SF	2,000 SF
Hangar	6,000 SF	10,000 SF

All required improvements including apron, facilities, and vehicle parking will be located on contiguous land.

Facilities will include customer, administrative, maintenance, and hangar (if required) areas.

Customer area will include adequate space for customer lounge, public use telephone, and restrooms; administrative area will be dedicated to the provision of aircraft maintenance and will include adequate space for employee offices, work areas, and storage; maintenance area will include adequate space for employee work areas, shop areas, and storage for aircraft parts and equipment.

### **6.3 Licenses, Permits, Certifications and Ratings**

Personnel will be properly certificated by the FAA and FCC, current, and hold the appropriate ratings for the work being performed.

### **6.4 Personnel**

Operator will provide a sufficient number of personnel to adequately and safely carry out its activities in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Operator will employ at minimum one (1) technician per shift as an employee; operator will employ one (1) customer service representative per shift as an employee; a technician may fulfill the responsibilities of the customer service representative.

### **6.5 Equipment**

Operator will provide sufficient shop space, equipment, supplies, and availability of parts to meet the reasonable demands of the public seeking such services.

## 6.6 Hours of Activity

Operator will be open, and services will be available to meet the reasonable demands of the public for this activity five (5) days a week, eight (8) hours a day.

## 7.0 Aircraft Rental and/or Flight Training Operators

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### 7.1 Intro

An aircraft rental operator is a commercial operator engaged in the rental of aircraft to the general public.

A flight training operator is a commercial operator engaged in providing flight instruction and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved. 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.

In addition to the General Requirements set forth in Article 3 herein, each aircraft rental or flight training operator at the airport will comply with the following minimum standards set forth in this Article 7.

### 7.2 Leased Premises

Operator engaging in this activity will have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the operator and all approved sublessee(s), but not less than the following:

	<b>Minimum Standard</b>
Contiguous Land (Lessee Only)	43,560 SF
Apron (Lessee Only)	5 Aircraft
Customer Area (Lessee)	2,000 SF
Customer Area (sublessee)	Accessible + 600 SF
Administrative Area	500 SF
Hangar, if required (Lessee)	5,000 SF
Hangar, if required (sublessee)	Sufficient
Maintenance Area (if required)	500 SF

Contiguous land (Lessee only)—one (1) acre (43,560 square feet) upon which all required improvements including apron, facilities, and vehicle parking will be located.

Apron/paved tiedowns (Lessee only) will be adequate to accommodate five (5) aircraft having a minimum wingspan of forty (40) feet.

If operator utilizes a hangar for the storage of operator's fleet at the airport, paved tie-downs are not required.

Facilities will include customer and administrative areas. Maintenance and hangar areas are required if operator is conducting aircraft maintenance on aircraft owned and/or operated (with exclusive control) by operator.

Customer area (Lessee) will be at least 2,000 square feet to include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms; customer area (sublessee) will be at least 600 square feet to include adequate space for class/training rooms. Operator's customers will have immediate access to customer lounge, public use telephone, and restrooms; administrative area will be at least 500 square feet to include adequate space for employee offices, work areas, and storage; hangar area (Lessee), if required, will be at least 5,000 square feet or large enough to accommodate the largest aircraft in operator's fleet at the airport maintained by operator, whichever is greater; hangar area (sublessee), if required, will be large enough to accommodate the largest aircraft in operator's fleet at the airport maintained by operator; maintenance area, if required, will be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage for aircraft parts and equipment.

### **7.3 Licenses, Permits, Certifications and Ratings**

Personnel performing aircraft proficiency checks and/or flight training will be properly certificated by the FAA, current, and hold the appropriate ratings for the aircraft being utilized and/or flight training being provided.

Flight training operators will have at least one (1) flight instructor with the appropriate ratings to provide flight instruction for an instrument rating.

### **7.4 Personnel**

Operator will provide a sufficient number of personnel to adequately and safely carry out aircraft rental and/or flight training in a prompt and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

Aircraft rental operators will employ at minimum one (1) flight instructor and one (1) customer service representative on each shift; flight training operators will employ two (2) FAA-certified flight instructors (total) and one (1) customer service representative (on each shift). In addition, flight training operators will have available a properly certificated ground school instructor capable of providing regularly scheduled ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot and commercial ratings.

## **7.5 Equipment**

Operator will have available for rental or use in flight training, either owned by or under written lease to operator and under the exclusive control of operator, no less than two (2) properly certified and currently airworthy aircraft, at least one (1) of which will be equipped for and fully capable of flight under instrument conditions and one (1) of which will be a four-place aircraft.

Flight training operators will provide adequate mock-ups, still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods will meet FAA requirements for the training offered.

## **7.6 Hours of Activity**

An aircraft rental operator and a flight training operator will be open, and services will be available to meet the reasonable demands of the public for this activity five (5) days a week, eight (8) hours a day.

## **7.7 Insurance**

In addition to the General Requirements for insurance in 3.10 the following is required:

Disclosure Requirement: Any operator conducting aircraft rental or flight training will post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator will provide a copy of such notice to the airport.

## **8.0 Aircraft Charter and/or Aircraft Management Operators**

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### **8.1 Intro**

An aircraft charter operator is a commercial operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operating in private carriage 14 CFR Part 125. For purposes of this article, an operator will be considered to be operating under 14 CFR Part 125 if the operator would otherwise be required to comply with the requirements of 14 CFR part 125 but for a letter of deviation authority.

An aircraft management operator is a commercial operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination to the general public.

In addition to the General Requirements set forth in Article 3 herein, each aircraft charter operator and aircraft management operator at the airport will comply with the following minimum standards set forth in this Article 8.

## 8.2 Leased Premises

Operator engaging in this activity will have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the operator and all approved sublessee(s), but not less than the following:

	<b>Minimum Standard</b>
Contiguous Land (Lessee Only)	43,560 SF
Apron (Lessee Only)	6 Aircraft
Customer Area (Lessee)	1,850 SF
Customer Area (sublessee)	Accessible
Administrative Area	650 SF
Hangar, if required (Lessee)	5,000 SF
Hangar, if required (sublessee)	Sufficient
Maintenance Area (if required)	500 SF

Contiguous land (Lessee only)—one (1) acre (43,560 square feet) upon which all required improvements including apron, facilities, and vehicle parking will be located; apron/paved tiedowns (Lessee only) will be adequate to accommodate six (6) aircraft having a minimum wingspan of forty (40) feet.

If operator utilizes a hangar for the storage of operator’s fleet at the airport, no paved tiedowns will be required.

Facilities will include customer and administrative areas. Maintenance and hangar areas are required if operator is conducting aircraft maintenance on aircraft owned and/or operated (with exclusive control) by operator.

Customer area (Lessee) will be at least 1,850 square feet to include adequate space for customer lounge, public use telephone, and restrooms; customer area (sublessee): Customers will have immediate access to customer lounge (if appropriate), public use telephone, and restrooms; administrative area will be at least 650 square feet and will include adequate space for employee offices, work areas, and storage; hangar area (Lessee), if required, will be at least 5,000 square feet or large enough to accommodate the largest aircraft in operator’s fleet at the airport maintained by operator, whichever is greater; hangar area (sublessee), if required, will be large enough to accommodate the largest aircraft in operator’s fleet at the airport maintained by operator; and maintenance area, if required, will be at least 500 square feet and will include adequate space for employee work areas, shop areas, and storage for aircraft parts and equipment.

### **8.3 Licenses, Permits, Certifications and Ratings**

Aircraft charter operators will have and provide copies to the airport of all appropriate certifications and approvals, including without limitation, the pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s).

Personnel will be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized for activity.

### **8.4 Personnel**

Operator will provide a sufficient number of personnel to adequately and safely carry out activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Operator will employ at minimum two (2) employees who hold a current FAA commercial pilot certificate, current Class I or II medical certificate, and ratings appropriate for the aircraft listed on the operator's certificate; and operator will employ at least one (1) employee with experience and ability to provide charter quotes, schedule and dispatch support and customer service.

### **8.5 Equipment**

Operator will provide at minimum, either owned or under written lease to operator and under the exclusive control of operator, one (1) certified and continuously airworthy multi-engine (instrument-qualified) aircraft.

### **8.6 Hours of Activity**

Operator will be open, and services will be available to meet the reasonable demands of the public for this activity five (5) days a week, eight (8) hours a day. After hours, on-call dispatch time will be within six (6) hours of a customer request.

## **9.0 Aircraft Sales Operators**

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### **9.1 Intro**

An aircraft sales operator is a commercial operator engaged in the sale of at least three (3) new and/or used aircraft during a 12-month period.

In addition to the General Requirements set forth in Article 3 herein, each aircraft sales operator at the airport will comply with the following minimum standards set forth in this Article 9.



## 9.2 Leased Premises

Operator engaging in this activity will have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the operator and all approved sublessee(s), but not less than the following:

	<b>Minimum Standard</b>
Contiguous Land (Lessee Only)	43,560 SF
Apron (Lessee Only)	5 Aircraft
Customer Area (Lessee)	2,250 SF
Customer Area (sublessee)	Accessible
Administrative Area	250 SF
Hangar, if required (Lessee)	5,000 SF
Hangar, if required (sublessee)	Sufficient
Maintenance Area (if required)	500 SF

Contiguous Land (Lessee only) – one (1) acre (43,560 square feet) upon which all required improvements including apron, facilities, and vehicle parking will be located; and apron/paved tiedowns (Lessee only) will be adequate to accommodate five (5) aircraft having a minimum wingspan of forty (40) feet.

If operator utilizes a hangar for the storage of operator’s fleet at the airport (inventory), no paved tiedowns will be required.

Facilities will include customer and administrative areas. Maintenance and hangar areas are required if operator is conducting aircraft maintenance on aircraft owned by operator. If operator provides aircraft maintenance on other aircraft, operator will meet the minimum standards for an aircraft maintenance operator.

Customer area (Lessee) will be at least 2,250 square feet and will include adequate space for customer lounge, public use telephone, and restrooms.

Customer area (sublessee): customers will have immediate access to customer lounge (if appropriate), public use telephone, and restrooms; administrative area will be at least 250 square feet and will include adequate space for employee offices, work areas, and storage; hangar area (Lessee), if required, will be at least 5,000 square feet or large enough to accommodate the largest aircraft in operator’s fleet at the airport maintained by operator, whichever is greater; hangar area (sublessee), if required, will be large enough to accommodate the largest aircraft in operator’s fleet at the airport maintained by operator; and maintenance area, if required, will be at least 500 square feet and will include adequate space for employee work areas, shop areas, and storage for aircraft parts and equipment.

### **9.3 Dealership**

An operator which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, will have available or will make available (with advance notice) at least one (1) current model demonstrator of aircraft in each of its authorized product lines.

### **9.4 Licenses, Permits, Certifications and Ratings**

Personnel will be properly certificated by the FAA, current, and hold the appropriate ratings for providing flight demonstration in all aircraft offered for sale.

### **9.5 Personnel**

Operator will provide a sufficient number of personnel to adequately and safely carry out activity promptly and efficiently to meet the reasonable demands of the public seeking such services.

Operator will employ at least one (1) qualified aircraft salesperson and have access to a demonstration pilot that has a current commercial pilot certificate with appropriate aircraft type ratings.

### **9.6 Equipment**

Operator will provide necessary and satisfactory arrangements for aircraft maintenance in accordance with any sales guarantee or warranty period.

### **9.7 Hours of Activity**

Operator will be open, and service will be available to meet the reasonable demands of the public for this activity five (5) days a week, eight (8) hours a day.

## **10.0 Aircraft Storage Operator**

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### **10.1 Intro**

An aircraft storage operator is a commercial operator that develops, owns, and/or leases facilities for the purpose of selling or subleasing (to the general public) aircraft storage facilities and/or associated office or shop space to entities engaging in commercial or non-commercial aeronautical activities.

Aircraft storage operator will provide a list the based aircraft stored within the SASO hangar facilities to the airport semi-annually; aircraft storage operator will ensure that hangar tenants only perform preventive aircraft maintenance within the hangar on their own aircraft to the extent permitted in 14 CFR Part 43, as now or hereafter amended. Painting, welding, and any type of hazardous material storage will not be permitted within aircraft hangars unless authorized by the airport in writing. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property will not be permitted; and aircraft storage operator will provide a waste oil receptacle within the immediate

vicinity of the hangar(s). This receptacle will be capable of holding a minimum of fifty (50) gallons, have secondary containment protection, and be emptied at regular intervals, and be in compliance with all regulatory measures.

In addition to the General Requirements set forth in Article 3 herein, each aircraft storage operator at the airport will comply with the following minimum standards set forth in this Article 10.

**10.2 Leased Premises**

Operator engaging in this activity will have adequate land, apron/paved tiedown, facilities, and vehicle parking to accommodate all activities of the operator and all approved sublessee(s), but not less than the following:

	<b>Group I Piston and Turboprop Aircraft Hangar Storage</b>	<b>Group II Piston and Turboprop Aircraft Hangar Storage</b>	<b>Group I Turbojet Aircraft Hangar Storage</b>	<b>Group II Turbojet Aircraft Hangar Storage</b>	<b>Group III Turbojet Aircraft Hangar Storage</b>
<b>Contiguous Land</b>	43,560 SF	43,560 SF	43,560 SF	43,560 SF	43,560 SF
<b>Hangar</b>	12,000 SF	12,000 SF	12,000 SF	12,000 SF	12,000 SF
<b>Customer Area</b>	1,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF

**10.3 Personnel**

All aircraft handling personnel will be trained in the safe and proper handling of aircraft towing and movement. Acceptable training will be NATA Safety 1<sup>st</sup> or an equivalent training program. SASO will have at least two (2) trained employees on duty at all times.

**10.4 Hours of Activity**

Operator will have facilities available for sublessees’ aircraft removal and storage five (5) days a week (including holidays) eight (8) hours a day.

## 11.0 Specialized and/or Misc. Commercial Aeronautical Operators

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### 11.1 Intro

A specialized commercial aeronautical operator is a commercial operator engaged in providing limited aircraft services and support, miscellaneous commercial services and support, or air transportation services for hire.

**Limited Aircraft Services and Support**—are defined as limited aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, propeller, restoration, refurbishing, etc.) or other miscellaneous activities directly related to aircraft services and support; **Miscellaneous Commercial Services and Support**—are defined as ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous activities directly related to supporting or providing support services for a commercial aeronautical activity; and **Air Transportation Services for Hire (Specialized Flying Services)**—are defined as non-stop sightseeing flights (flights that begin and end at the airport and are conducted within 25 statute mile radius of the airport); flights for aerial photography or survey, firefighting, power line, underground cable, or pipe line patrol; or any other miscellaneous activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).

In addition to the General Requirements set forth in Article 3 herein, each specialized commercial aeronautical operator at the airport will comply with the following minimum standards set forth in this Article 11.

### 11.2 Leased Premises

Operator engaging in this activity will have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the operator and all approved sublessee(s).

Due to the unique nature of specialized commercial aeronautical operators, the Executive Director shall approve at his/her discretion the contiguous land, facilities, customer, administrative, hangar and maintenance area and requirements upon review of the permit application. The airport will attach to these Minimum Standards as an appendix (Appendix C.), a statement as to the type of operation and the leased premises/requirements approved by the Executive Director. Confidential information of the Specialized Commercial Aeronautical Operator shall be intentionally excluded from this statement.

Operators engaging in this activity will be required to pay a Commercial Activity Fee, in addition to a misc. commercial fee depending upon the type, scale and scope of their airport operation on an annual basis. The amount of the aforementioned fees will be established, defined, and updated within the airport's Rates and Charges Schedule. The airport Rates and Charges Schedule is adopted by the University and subject to change.

### 11.3 Licenses, Permits, Certifications and Ratings

Personnel will be properly certificated by the FAA, current, and hold the appropriate ratings for the services provided.

#### **11.4 Personnel**

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.

#### **11.5 Equipment**

Operator will have (based at the airport), either owned or under written lease to operator, sufficient vehicles and equipment, as applicable and, if appropriate, one (1) continuously airworthy aircraft.

Operator will have sufficient supplies and parts available to support the activity.

#### **11.6 Hours of Activity**

Services will be made available eight (8) hours per day, five (5) days per week if applicable and relevant. Otherwise, operator will be open, and services will be available during hours normally maintained by entities operating similar businesses at comparable airports. On-call services should be available within four (4) hours of request.

### **12.0 Temporary Specialized Aeronautical Service Operator**

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#### **12.1 Intro**

The University recognizes that aircraft operators using the airport may require specialized assistance with the maintenance of their aircraft and/or flight training of their pilots. When assistance is not available on the airport through an existing operator due to either the specialized nature of the maintenance and/or flight training requirements, the University may allow an aircraft operator to solicit and utilize the services of a qualified entity to provide said services.

In addition to the General Requirements set forth in Article 3 herein, each temporary specialized commercial aeronautical operator at the airport will comply with the following minimum standards set forth in this Article 12.

#### **12.2 Scope of Activity**

Operator will conduct activity on and from the leased premises of the aircraft operator in a manner consistent with the degree of care and skill exercised by experienced operators providing comparable products and services and engaging in similar activities.

#### **12.3 Permit/Approval**

Aircraft operator must submit request to the airport on behalf of operator.

Operator will obtain a temporary permit (issued by the airport) prior to engaging in activity on the airport.

Renewal will be subject to the operator's compliance with all terms of the temporary permit.

Operator will comply with all requirements for the permitted activities and limit service provided to those strictly stated on the temporary permit.

Aircraft operators requiring after-hour or weekend service by a temporary Specialized Aviation Service Operator must notify airport operations prior to operator engaging in activities on the airport.

Aircraft operator is responsible for assuring compliance with all airport regulatory measures by the temporary specialized aviation service operator while on the airport.

## **13.0 Private Flying Clubs**

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### **13.1 Intro**

In accordance with FAA Order 5190.6 Change 3 a flying club is defined 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.

The ownership of the club aircraft must be vested in the name of the flying club or owned by all its members. The property rights of the members of the club shall be equal; no part of the net earnings of the club will inure to the benefit of any individual in any form, including salaries, bonuses, etc. The flying club may not derive greater revenue from the use of its aircraft than the amount needed for the operation, maintenance and replacement of its aircraft.

All flying clubs desiring to base their aircraft and operate at the airport must comply with the airport rules and regulations and the specific minimum standards requirements set forth within this document. However, flying clubs will not be subject to commercial requirements provided the flying club fulfills the conditions contained in this section of the airport minimum standards.

### **13.2 Reporting**

The University has the right to require a flying club to furnish documents such as insurance policies, a current list of members, tax returns, club by-laws, meeting minutes and notifications, and other records to ensure that the club remains a non-commercial and non-profit organization and remains in compliance with these minimum standards.

Private flying clubs will file and keep current with the University a complete membership list at least annually or upon the request of the University.

### **13.3 Insurance**

Each flying club will be required to maintain proof of insurance with the University or the FBO, as applicable, with indemnification and insurance at the limits and types determined by the University or FBO respectively.

### **13.4 Member Flight Instruction**

Aircraft flight instruction is permitted for regular members only, and only members of the flying club may operate the aircraft.

A flying club may permit its aircraft to be used for flight instruction only when the person receiving the training is a member of the flying club. A flight instructor may receive monetary compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently.

The University retains the right to collect records from the flight club to assure compliance with this section.

### **13.5 Member Aircraft Maintenance**

A qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club may perform maintenance work on aircraft owned by the club. The mechanic may receive monetary compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently.

This section does not preclude the flying club from hiring a qualified mechanic under the direction and supervision of the flying club to provide services on the flying club aircraft who is not a member of the flying club.

The University retains the right to collect records from the flight club to assure compliance with this section.

### **13.6 Prohibited Activities**

Flying clubs may not offer or conduct charter, air taxi, or aircraft rental operations.

Flying clubs may not hold themselves out to the public as fixed based operators, a specialized aviation service operator, maintenance facility or a flight school and are prohibited from advertisements as such. Flying clubs may not indicate in any form of marketing and/or communications that they are a flight school.

Flying clubs are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport, except that said flying club may sell or exchange its capital equipment.

### **13.7 Violation**

A flying club that violates the requirements for a flying club – or that permits one or more members to do so – may be required to terminate all operations as a flying club at the airport.

## **14.0 Non-Commercial Self-Service Fueling Permittee**

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### **14.1 Intro**

All entities desirous of self-service fueling will be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a non-commercial self-service fueling permit (permit).

Those entities that have a permit granting them the rights to perform commercial fueling (i.e., FBO) are not required to apply for a non-commercial self-service fueling permit.

This Article 14 sets forth the standard prerequisites to an entity desirous of engaging in non-commercial self-service fueling activities at the airport. Any entity engaging in such activities will also be required to comply with all applicable regulatory measures pertaining to such activities, including but not limited to; State of Illinois Fire Prevention Code, NFPA Codes, and all applicable environmental laws.

This section shall not prevent individuals wishing to exercise their right to self-service fuel as permitted within the airport Rules and Regulations.

In addition to the applicable General Requirements set forth in Article 3 herein, each entity conducting non-commercial self-service fueling activities at the airport will comply with the following minimum standards.

### **14.2 Permit/Approval**

A Non-Commercial self-service fueling permit authorizing such activity must be received by the airport. Such entities will herein be referred to as “permittees”. A self-fueling form can be found within Appendix B and shall be submitted to the airport for processing a permit.

The permit will not reduce or limit permittee’s obligations with respect to these self-service fueling minimum standards, which will be included in the permit by reference.

Prior to issuance and subsequently upon request by the airport, permittee will provide evidence of ownership (and/or lease) of any aircraft being operated (under the full control of) and fueled by permittee.



### 14.3 Reporting

Permittee will report all fuel delivered to the approved permittee's fuel storage facility and permittee's aircraft during each calendar month and submit a summary report along with appropriate fees and charges due the University pursuant to agreement between the Permittee and University.

Permittee will during the term of the permit and for three (3) years thereafter maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records (and meters) will be made available for audit to the airport or representatives of the airport. In the case of a discrepancy, permittee will promptly pay, in cash, all additional rates, fees, and charges due the University, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

### 14.4 Fuel Storage

Permittee will arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

Through either an authorized FBO at the airport or in a facility located off the airport.

Permittee will be liable and indemnify the University for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.

Fuel delivered will be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of permittee.

### 14.5 Fueling Equipment

Permittee will utilize a single refueling vehicle for each type of fuel to be dispensed with a minimum capacity of 750 gallons. Avgas refueling vehicles will have a maximum capacity of 1,200 gallons and jet fuel refueling vehicles will have a maximum capacity of 3,000 gallons. All refueling vehicles will be capable of bottom loading.

Each refueling vehicle will be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards, as may be amended from time to time, including without limitation, those prescribed by:

State of Illinois Fire Prevention Code and local Fire District; NFPA Codes; Illinois Environmental Protection Agency; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and applicable AC's including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on An Airport".

Prior to transporting fuel onto the airport, the permittee will provide the airport with a SPCC that meets regulatory requirements for above-ground fuel storage facilities. An updated copy of such SPCC Plan will be filed with the airport at least ten (10) business days prior to actual implementation. Such plan will describe, in detail, those methods that will be used by the

permittee to clean up any potentially hazardous fuel spills. The plan should include equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the permittee would contain such a spill. This plan should also describe, in detail, what methods the permittee intends to use to prevent any such spill from occurring.

In accordance with all applicable regulatory measures and appropriate industry practices, the permittee will develop and maintain SOP for fueling and will ensure compliance with standards set forth in FAA AC 00-34 entitled "Aircraft Ground Handling and Servicing". The SOP will include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP will also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP will be submitted to the airport not later than ten (10) business days before the permittee commences self-fueling at the airport. Updates to the SOP thereafter shall be submitted to the airport with reasonable time for review but no less than twenty-four (24) hours.

#### **14.6 Licenses, Certifications and Permits**

Permittee will have and provide to the airport evidence of all federal, state, and local licenses, certificates, and permits that are required to conduct self-service fueling.

#### **14.7 Personnel**

Permittee's employees must conduct the self-service fueling activity and be properly trained in aircraft refueling.

There must be a minimum of two (2) individuals present during self-service fueling activities.

#### **14.8 Limitations**

Permittees will not sell and/or dispense fuels to based or transient aircraft that are not owned by or under the full control of permittee. Any such selling or dispensing will be grounds for immediate revocation of the permit by the Executive Director.

Revocation upon first violation will be for a period of one (1) year; and revocation upon a second violation will be permanent.

#### **14.9 Emergency Public Service**

Entities providing an Emergency Public Service are not required to meet the minimum standards identified in Section 14.4. Further, these entities are not required to meet the minimum standards identified in Section 14.5 unless fuel is being delivered to aircraft by refueling vehicles.

Storage and delivery of fuel for aircraft operated by Emergency Public Service Entities must be approved, in advance, by the airport.

All other minimum standards identified in this Article 14 must be adhered to by the entity providing emergency public service.

## **15.0 Commercial Activity Applications**

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### **15.1 Lessee**

Any entity desiring to lease land and/or improvements and engage in a commercial aeronautical activity at the airport will submit a written application to the airport.

The prospective lessee/operator will submit all of the information requested on the application form and thereafter will submit any additional information that may be required or requested by the airport in order to properly evaluate the application and/or facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, reference, etc.

No application will be deemed complete that does not provide the airport with the information necessary to allow the airport to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable regulatory measures (including all applicable Minimum Standards) and be compatible with the airport's master plan and/or land use plan (if any).

### **15.2 Sublessee**

This Section 15.2 only applies to those licenses or leases authorized to sublease their premises pursuant to Section 3.2 herein. Any entity desiring to sublease land or improvements and engage in a commercial aeronautical activity at the airport will provide evidence to the lessor that they will meet the applicable articles and sections of these Minimum Standards.

Sublessee/operator will be required to meet and adhere to all applicable provisions of lessor's agreement with the University.

## 16.0 Reference List

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14 CFR Part 21 - Certification Procedures for Products & Articles

14 CFR Part 43 – Maintenance, Preventative Maintenance, Rebuilding, & Alteration

14 CFR Part 65 - Certification: Airmen Other Than Flight Crewmembers

14 CFR Part 125 - Certification And Operations: Aircraft Having A Seating Capacity Of 20 Or More Passengers Or A Maximum Payload Capacity Of 6,000 Pounds Or More; And Rules Governing Persons On Board Such Aircraft

14 CFR Part 135 - Operating Requirements: Commuter And On Demand Operations And Rules Governing Persons On Board Such Aircraft

14 CFR Part 139 – Certification of Airports

14 CFR Part 145 - Repair Stations

14 CFR Part 298 - Exemptions For Air Taxi And Commuter Air Carrier Operations

49 CFR Part 1520 - Protection of Sensitive Security Information

49 CFR Part 1542 – Airport Security

49 CFR Part 1544 – Aircraft Operator Security: Air Carriers & Commercial Operators

50 CFR Part 1540 - Civil Aviation Security: General Rules

51 CFR Part 1546 - Foreign Air Carrier Security

Advisory Circular 00-34 Aircraft Ground Handling and Servicing

Advisory Circular 150/5210-5 – Painting, Marking, & Lighting of Vehicles Used on an Airport

FAA Order 5190.6 – Airport Compliance Manual

NFPA 30 – Flammable & Combustible Liquids Code

NFPA 407 – Standard for Aircraft Fuel Servicing

NFPA 704 – Standard System for the Identification of the Hazards of Materials for Emergency Response

**17.0 Appendix**

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**Appendix A. Commercial Activity Form**

**Appendix B. Self-Fueling Form**

**Appendix C. Specialized Commercial Aeronautical Operators**

**Appendix A. Commercial Activity Form**

**University of Illinois- Willard Airport  
Commercial Activity Application**

<i>To be completed by applicant</i>			
LIST PRIMARY BUSINESS TYPE	LIST SUBSIDIARIES OR BUSINESSES ASSOCIATED WITH PRIMARY BUSINESS:		DATE
BUSINESS NAME	STATE OF INCORPORATION	TYPE OF ORGANIZATION (Underline)  INDIVIDUAL PARTNERSHIP CORPORATION JOINT VENTURE OTHER	
PRIMARY BUSINESS ADDRESS & TELEPHONE	AGE OF FIRM	FEDERAL ID NO.	YEARS OPERATING IN ILLINOIS
PRINCIPALS OF FIRM: (NAMES)	INTENDED COMMENCEMENT DATE:		
LOCAL BRANCH OFFICE(s): (ADDRESS, TELEPHONE NO)	LOCAL PERSONS IN CHARGE: (NAMES)		

**PLEASE PROVIDE A DESCRIPTION OF THE PROPOSED NATURE OF THE OPERATION BY CHECKING ALL SERVICES TO BE PROVIDED:**

<b>COMMERCIAL SERVICE PROVIDED</b>	
FIXED BASED OPERATOR (FBO)	
AIRCRAFT MAINTENANCE OPERATOR (SASO)	
FLIGHT TRAINING OR AIRCRAFT RENTAL OPERATOR (SASO)	
AVIONICS or INSTRUMENT MAINTENANCE OPERATOR (SASO)	
AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)	
AIRCRAFT SALES OPERATOR (SASO)	
AIRCRAFT STORAGE OPERATOR (SASO)	
OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)	
TEMPORARY AVIATION SERVICE OPERATOR (SASO)	
PRIVATE FLYING CLUB	
COMMERCIAL AERONAUTICAL ACTIVITY PERMIT	
COMMERCIAL NON-AERONAUTICAL ACTIVITY PERMIT	

**STATEMENT OF PAST WORK EXPERIENCE IN RELATION TO PROPOSED OPERATION**

Empty box for providing a statement of past work experience in relation to the proposed operation.



**DESCRIBE THE EXPERIENCE OF THE OWNER OR ATTACH A RESUME**

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**LIST ALL APPLICABLE LOCAL, STATE, AND FEDERAL CERTIFICATIONS AND LICENSES CURRENTLY HELD OR TO BE OBTAINED. ATTACH COPIES OF ALL CURRENTLY HELD CERTIFICATIONS AND LICENSES.**

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**IF APPLICABLE, DESCRIBE NUMBER OF AIRCRAFT TO BE UTILIZED INCLUDING MAKES, MODELS, PASSENGER SEATING CAPACITY, CARGO CONFIGURATION AND CAPACITY, AIRCRAFT REGISTRATION NUMBERS AND COPIES OF ANY APPLICABLE OPERATING OR AIRWORTHINESS CERTIFICATES.**

Empty response area for aircraft details.

**LIST ALL TYPES AND AMOUNTS OF INSURANCE COVERAGE TO BE MAINTAINED FOR THE PROPOSED OPERATION. INCLUDE A COPY OF YOUR CERTIFICATE OF GENERAL LIABILITY LISTING University of Illinois- Willard Airport AS AN ADDITIONAL INSURED AND REFLECTING AT LEAST THE MINIMUM LIABILITY COVERAGES FOR YOUR PROPOSED OPERATIONS.**

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### COMMERCIAL ACTIVITY PERMIT APPLICATION

1. In exchange for the privilege of engaging in commercial activity on the University of Illinois Willard Airport (Airport) \_\_\_\_\_ (“Permittee”) hereby agrees as follows:
2. Duration of Permit: - Commercial Activity Permits shall be issued for a term of \_\_\_\_\_ ( ) months commencing \_\_\_\_\_ and ending \_\_\_\_\_ and may be renewed annually as long as all of the terms, conditions, and covenants of the Permit are being kept and all applicable laws, rules and regulations of the Airport and University of Illinois have been observed, except as otherwise provided herein.
3. Fees: - Permittee shall pay to the Airport prior to commencement date, the sum of \$\_\_\_\_\_ or such amount as set from time to time in the current Rates & Fee Schedule by the Executive Director.
4. Late Charge: - The annual fee shall be delinquent if not paid within five (5) days of the permit expiration. A late fee shall be imposed for renewals, submitted after commencement date. The expiration of a Permit without a timely renewal shall be grounds for denial of a future Commercial Activity Permit.
5. General Conditions for All Permits:
  - a) The Permittee only has such rights as are expressly set forth in the Permit and the Permit can only be amended in writing.
  - b) The Airport is neither a joint venture with, nor a partner or associate of the Permittee with respect to anything provided in the Permit, and the Airport is not responsible for any obligation of the Permittee.
  - c) The Commercial Activity Permit is a license and not a lease.
  - d) If required by the Airport a Permittee must at all times have a current business license issued by the State of Illinois such business license shall not be in lieu of any permit and fees required hereunder.
  - e) Permittee’s use of the Airport shall conform to all applicable laws, rules, and regulations.
6. Termination: - The Airport Director may terminate a Commercial Activity Temporary Permit at the conclusion of its current term by written notice served at least thirty (30) days prior to the end of the current term. In the event of termination, revocation, or suspension of any such Permit, no part of the fee shall be refundable.
7. Trash, Refuse: - Permittee shall:
  - a) Keep its premises clean, neat, and free of trash and debris at all times.
  - b) Not dispose of hazardous materials on Airport premise.
  - c) If Permittee fails to maintain its activities in a neat and clean manner as set forth herein, Airport may at its option and in addition to any other remedies it may have, order the clearing and removal of trash, hazardous materials, and waste material by others, and charge the Permittee the costs therefor with interest at ten (10) percent per annum until paid in full.
8. Fueling Activities Prohibited: - Without explicit permission from the Airport, no aviation fuel or propellant may be purchased, stored, sold, or handled on Permittee’s premises except by an aviation fuel vendor authorized to provide such services at the Airport. All aircraft users of the premises shall be notified by Permittee of such restriction.
9. Use and Disposal of Hazardous Materials: - Permittee is held responsible for all costs of hazardous materials investigations and cleanups as a result of Permittee’s use of hazardous materials and disposal of hazardous wastes. The Airport has the right of re-entry on the Permittee’s leased premises for the

purpose of performing periodic investigation and cleanup, if necessary. Permittee is responsible for third party acts during the tenancy that create hazardous waste liability. Any provision in the Permit relating to hazardous materials shall survive termination of the Permit.

10. Hold Harmless/Indemnification: - Indemnify, defend, and hold harmless the Airport, its representatives, officers, employees, and agents from any and all claims, demands, losses or liabilities arising out of the acts or omissions of the Permittee, its officers, employees, agents, and contractors, except for any such claim arising solely out of negligent acts or omissions of the Airport, or its officers, employees, or agents. Approval of the insurance coverage by the Airport does not relieve the Permittee of liability under this indemnification clause.
11. Taxes: - Permittee is obligated to pay or cause to be paid, prior to delinquency, any taxes, or assessments, including but not limited to possessory interest taxes on Permittee's business operations and Permittee's improvements to real property or personal property at the Airport.
12. Permit Not Transferable: - A Commercial Activity Permit issued may not be sold, assigned, or transferred in any manner.
13. Non-Waiver: - The waiver by the Airport of any breach by Permittee of any term, covenant, or condition of any Permit shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of the Permit. No term, covenant, or condition hereof can be waived except by the written consent of the Airport, and forbearance or indulgence by Airport, in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by Permittee.
14. Entry Upon Premises: - Permittee agrees to permit a representative of the Airport to enter upon Permittee's premises to make periodic inspections to ensure that all the terms of the Permit are being fulfilled.
15. Revocation and Suspension of Permit: - A Commercial Activity Permit may be revoked or suspended by the Executive Director for non-compliance with the terms of this Permit, or any applicable law or ordinance. Such revocation or suspension of the Permit shall be made only after a hearing before the Executive Director after at least five (5) days' written notice to Permittee, stating generally the grounds for suspension or revocation and stating the time and place where the hearing will be held. The Permittee shall be notified in writing of the Airport Director's decision within ten (10) days after the hearing.
16. Insurance: - Permittee at no cost or expense to the Airport shall obtain and maintain insurance coverage in the amount(s) specified in the Minimum Standards Insurance Requirements. Insurance required to be purchased and maintained shall include, at minimum, the specific coverage and be written by companies to be approved by the University for not less than the limits of liability specified in the contract or lease or required by laws or regulations whichever is greater. Permittee shall provide written notice to the Airport at least thirty (30) days prior to cancellation or material change of insurance coverage.

I \_\_\_\_\_, (Permittee) have read and understood the terms of this Agreement.

**Acknowledged and signed by owner or officer of the organization:**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Appendix B. Self-Fueling Form**

**University of Illinois-Willard Airport  
Self-Fueling Application**

<i>To be completed by applicant</i>		
<b>Last Name</b>	<b>First Name</b>	<b>Middle Name</b>
<b>Date of Birth</b>	<b>Hangar</b>	
<b>Organization/Club</b>		
<b>Mailing Address</b>		
<b>City</b>	<b>State</b>	<b>ZIP-Code</b>
<b>Phone Number</b>		
<b>Email Address</b>		
<b>Requested Self-Fuel (select all that apply)</b>  <input type="checkbox"/> 100LL <input type="checkbox"/> Jet A <input type="checkbox"/> Mogas <input type="checkbox"/> Other		
<b>Anticipated Amount of Fuel (in gallons) Self-Serviced at the Airport Per Year</b>		
<b>Date of Application</b>	<b>Signature</b>	



<b>PERMIT TERMS</b>	
<p><b>1. TERM:</b> This Permit shall commence on the date stated below for an initial term of one (1) year and will continue on a year-to-year basis thereafter, unless otherwise terminated. This Permit may be terminated by either party at any time.</p>	
<p><b>2. SELF FUEL RULES:</b> Permittee shall obey all Rules and Regulations as promulgated by the Executive Director, of University of Illinois, Willard Airport in exercising his/her right of self-fueling. Permittee shall only conduct self-fueling operations in the area designated within this Permit.</p> <ul style="list-style-type: none"> <li>-A maximum of 10 gallons of fuel may be stored in a hangar at any given time in accordance with NFPA.</li> <li>-All containers must be Department of Transportation or UL approved safety containers designed for such use and must be in good condition.</li> <li>-All containers are subject to inspection by the Airport at any time under this Permit.</li> <li>-Positive control of fuel flow must be maintained at all times.</li> <li>-Fueling inside of hangars is prohibited.</li> <li>-Pouring of fuel in over wing fueling operations shall not be permitted from a container with a capacity of more than 6 gallons.</li> <li>-Any spill that is greater than 5 gallons, discharged directly into a storm sewer, waterway, grass area, or as defined in an approved spill plan must be reported to Airport Operations as soon as possible at 217-369-4679.</li> <li>-Vehicle or trailer mounted tanks must be Department of Transportation or UL approved and may not be stored inside a hangar at any time.</li> <li>-Overnight parking of vehicle or trailer mounted fueling systems must be approved by the Executive Director.</li> <li>-Only the person listed on this permit may conduct fueling and only into their owned-aircraft.</li> <li>-Commercial dispensing of fuel products under this permit is strictly prohibited.</li> <li>-One current and functioning fire extinguisher having a minimum rating of 20-B:C must be accessible within 50 feet of all fueling operations.</li> <li>-Containers larger than 6-gallons must be labeled with the type of fuel, "NO SMOKING", "FLAMMABLE", and the tail number of authorized aircraft receiving fuel from the container.</li> <li>-Smoking is prohibited on Airport property.</li> </ul>	
<p><b>3. FEES:</b> Self-fueling under this Permit is subject to a fuel flowage fee as adopted in the Airport rates and charges. Fees shall be paid to the Airport monthly by the 10<sup>th</sup> of the month preceding said fueling without demand and in accordance with the payment terms of Permittee's lease agreement with the Airport.</p>	
<p><b>4. LIABILITY:</b> To the fullest extent allowable by law, the Permittee hereby indemnifies and shall defend and hold harmless the University of Illinois, Willard Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising before, during or after self-fueling hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of the Permittee, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Permit, regardless if liability without fault is sought to be imposed on the Willard Airport and/or the University of Illinois. Permittee's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the Willard Airport and/or the University of Illinois, its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of any Permit with the Permittee.</p>	
<b>Signature</b>	<b>Date</b>
<b>For Internal Use Only</b>	
Permit Approved (Y/N) _____ Reviewers Initials _____	
Fuel Type(s) Authorized _____	
Fire Extinguisher Inspected (Y/N) _____	
Allowable Fueling Areas Identified (Y/N) _____	
<b>Permit Number Issued</b>	

**Appendix C. Specialized Commercial Aeronautical Operators**

**Reserved**