

# **VERMILION REGIONAL** **AIRPORT AUTHORITY CODE**

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# **CHAPTER 1 ENACTMENT**

## **1-1 CREATION.**

A Regional Airport Authority was created pursuant to 70 ILCS 5/0.01 et seq., the official name of which shall be the VERMILION REGIONAL AIRPORT AUTHORITY.

## **1-2 FISCAL YEAR.**

The fiscal year of the Vermilion Regional Airport Authority shall begin on January 1 and shall end on December 31.

## **1-3 SEAL.**

The Board of Commissioners shall adopt a seal as the corporate seal of the Vermilion Regional Airport Authority.

## **1-4 BYLAWS.**

The Board of Commissioners of the Vermilion Regional Airport Authority shall adopt and maintain bylaws which the Board of Commissioners may amend.

## **1-5 MISSION.**

It is the mission of the Vermilion Regional Airport Authority to provide general aviation facilities and services to the Vermilion County and surrounding areas, while fostering aviation related businesses on the field and to develop and lease surplus vacant land in a manner compatible with airport uses.

## **CHAPTER 2 COMMISSIONERS**

### **2-1 COMPENSATION OF COMMISSIONERS.**

The compensation for each Commissioner of the Vermilion Regional Airport Authority shall be the maximum amount provided by the Airport Authorities Act, 70 ILCS 5/0.01 et seq.

### **2-2 INDEMNIFICATION AND DEFENSE.**

Any officers, whether elected or appointed, employees and any other authorized officials, committees, commissions or agencies of the Vermilion Regional Airport Authority shall be indemnified and defended to the extent permitted by law by the Vermilion Regional Airport Authority from and against all liabilities, expenses of investigation, judgments and amounts paid in settlement which may be imposed upon or reasonably incurred or paid by such official or employee in connection with or resulting from any claim made against him or her, or any action, suit, proceeding or investigation in which he or she may be involved as a result of acts within the scope of his or her prescribed duties or employment for the Vermilion Regional Airport Authority, whether or not he or she continues to be such official or employee at the time of such claim, action, suit, proceeding or investigation.

#### **2-2-1 Choice of Counsel.**

The Board of Commissioners, on behalf of the Vermilion Regional Airport Authority, shall have the right to select legal counsel to defend any claims or lawsuits brought against any official, appointed or elected, or any employees; provided that, in cases in which the Commissioners are sued in their personal capacities, such officials sued shall have the right to concur in or disapprove the choice of legal counsel made by the Board of Commissioners. Failure of any employee or elected or appointed official of the Vermilion Regional Airport Authority to assist and cooperate with appointed legal counsel in his or her defense may result in a waiver of the rights to representation and indemnification.

#### **2-2-2 Exceptions.**

The provisions for defense and indemnification shall not apply to:

- (a) Any liability or cost with respect to any matter as to which such officer, official or employee is adjudged by a court of competent final jurisdiction to be guilty of bad faith, actual malice, or willful and wanton misconduct in the performance of his or her duties as such officer, official or employee.
- (b) Any liability or cost regarding any matter in which the officer, official or employee is judged by a court of competent final jurisdiction to have been acting outside of the scope of his or her employment or official capacity.
- (c) Any payment, expense or cost arising out of a settlement of any claim, action, suit or proceeding, unless (i) such settlement shall be approved by the court having jurisdiction over such claim, action, suit or proceeding with express knowledge of the existence of the indemnification provided hereby; or (ii) such settlement shall have been made upon the written opinion of legal counsel to the effect that there is no reasonable ground for any finding of bad faith, actual malice or willful and wanton misconduct on the part of such official or employee and that the anticipated cost of such settlement will not substantially exceed the estimated cost and expense of defending such claim, action suit or proceeding to a final conclusion;

- (d) Any liability, expense, judgment, or amount paid in settlement in conjunction with or resulting from any claim, action, suit or proceeding in which such official, employee, former official or former employee and the Vermilion Regional Airport Authority itself, or officials of the Vermilion Regional Airport Authority acting in their governmental capacities, are adverse parties; or
- (e) The cost of independent legal representation in any such action, suit or proceeding if the Vermilion Regional Airport Authority offers, or otherwise indicates its willingness to provide, a legal defense with respect to such claim, action, suit, proceeding or investigation.

**2-2-3 No Waiver.**

Nothing herein contained is intended to or shall result in the waiver of any immunity available to the Vermilion Regional Airport Authority, its officers, and employees, by the operation of the Local Governmental and Governmental Employees Tort Immunity Act or any other statute or the right of the Vermilion Regional Airport Authority to avail itself of any and all defenses provided by such immunity statute on behalf of itself, its officers, and employees.

**2-3 VRAA BYLAWS.**

The Vermilion Regional Airport Authority Board shall maintain its own bylaws, which shall take precedence over anything stated herein this Airport Code.

# **CHAPTER 3 RULES AND REGULATIONS**

## **3-1 INTRODUCTION.**

### **3-1-1 Purpose.**

- (a) These Rules and Regulations, and any amendments thereto, are designed to protect the public health, safety, interest, and general welfare at the Vermilion Regional Airport Authority and to restrict or prevent any activity or action that would interfere with the safe, orderly, and efficient use of the Airport by its passengers, operators, Tenants, and users.
- (b) It is not the intent of these Rules and Regulations to excuse any entity from performing any obligation it may have under any Agreement the entity has with the Vermilion Regional Airport Authority whether the Agreement is in existence on the date of the adoption of these Rules and Regulations or entered into at any time thereafter.

### **3-1-2 Applicability and Conditional Use of Vermilion Regional Airport.**

Any Permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including Aircraft Operators; Vehicle Operators; Aircraft crewmembers and passengers; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of Operators and lessees; entities doing business with the Authority, its contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules and Regulations and all applicable Regulatory Measures that may be promulgated by any governing body or Agency having jurisdiction over the Airport.

### **3-1-3 Title VI of The Civil Rights Act of 1964.**

- (a) Assurances. The Vermilion Regional Airport Authority (hereinafter referred to in this section as the "Sponsor") HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act") and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives federal financial assistance from the Department of Transportation including the Federal Aviation Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation, Subsection 21.7(a)(1).
- (b) Covenants. The Sponsor does hereby covenant and agree that:
  - (i) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

- (ii) That in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
- (iii) That the Sponsor shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

#### **3-1-4 Notice of Title VI.**

- (a) Postings. The FAA Unlawful Discrimination Poster shall be displayed at all of the airport's public facilities. Areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on the airport property. Posters should be posted prominently where many people can see the information.
- (b) Notice. Allegations of discrimination should be promptly reported to the Airport Manager by emailing [Manager@VRAirport.com](mailto:Manager@VRAirport.com) or sent to the FAA by mailing the following address:

Federal Aviation Administration  
Office of Civil Rights, ACR-1  
800 Independence Avenue, S.W.  
Washington, D.C. 20591

#### **3-1-5 Enforcement.**

- (a) The Vermilion Regional Airport Authority may remove or evict from the Airport any person who knowingly, willfully, or recklessly violates any rule or regulation prescribed herein, or any rule or regulation in effect by the federal government or the State of Illinois and may deny use of the Airport and its facilities to any such person if it is determined that such denial is in the public interest.
- (b) After removal or eviction, no person shall come upon or use the Airport, except while enplaning or deplaning as a passenger on an Aircraft operating at the Airport.
- (c) All persons using the airport facilities are deemed to have read and understood these rules. It shall not be a defense to an allegation of violating these rules that the violator was unaware of such rule(s).

#### **3-1-6 Variance or Waiver.**

The Authority may vary the provisions of these Rules and Regulations when the circumstances may require. Any variance shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular Operator/user and the particular provision that is the subject of the variance and only for so long as the circumstances warranting the variance exist. Because of the unique facts and circumstances surrounding a variance, a variance in one instance or under certain terms and conditions does not mandate a variance under similar or related circumstances, terms, or conditions.

### **3-1-7 Liability.**

The Vermilion Regional Airport Authority and the Airport Manager assume no liability for Aircraft using the facilities of Vermilion Regional Airport; nor does it assume any liability for injury to persons while on the Airport or while using the facilities of the same.

## **3-2 GENERAL RULES AND REGULATIONS.**

### **3-2-1 Entry Upon or Use of Airport.**

- (a) Entry upon the Airport shall be made only at locations designated by the Airport Manager, or their designee.
- (b) Nothing herein contained shall be construed to limit the use of any area of the Airport by employees of the Airport, approved Airport contractors, or to prevent any Law Enforcement personnel, or Fire Department personnel from acting in their official capacity.
- (c) The Authority shall not be responsible for loss, injury or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, damage, or other acts of God, nor shall they be liable for injury to persons while on the Airport.

### **3-2-2 Solicitation, Picketing, and/or Demonstrations.**

- (a) Conduct of or participation in solicitation (funds, free rides, etc.), picketing, parading, marching, patrolling, demonstrating, sit-downs, and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials on the Airport is prohibited without prior written Permission in the form of a Permit from the Airport Manager.
- (b) Labor demonstrations.
  - (i) No person shall walk in a picket line as a picket or take part in any labor-related demonstration on any part of the Airport except in those places specifically related to access to a labor dispute site and which the Airport Manager, or their designee, may specifically assign.
  - (ii) Labor-related demonstrations on the AOA (Aircraft Operations Area) are prohibited.
- (c) Public demonstrations.
  - (i) No public demonstrations shall be permitted within twenty-five (25) feet of the entrance to any building or which in any manner obstructs or hinders persons from entering or leaving any portion of the Airport, interferes with normal business activities authorized to occur on the Airport; or may affect the safe operation of the Airport.
  - (ii) All public demonstrations shall be conducted in the area(s) designated by the Airport Manager, or their designee.
  - (iii) Notice of any public demonstration shall be provided in writing to the Airport Manager at least seven (7) days prior to the date of the public demonstration. Such notice must include the name, address and telephone number of the sponsoring individual or organization starting time and duration of the demonstration; expected number of participating people; and a copy of any required permit from the City of Danville.
  - (iv) All public demonstrations for which any portion is scheduled to occur other than during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday (except legal holidays), are subject to an advance permit fee of One Hundred Dollars (\$100.00) to defray the additional Airport Employee and security costs.

### **3-2-3 Operator and Tenant Facilities.**

Operator and Tenant facilities are expressly for the conduct of the Operator's or Tenant's business and operations. No person other than employees and customers of the Operator or Tenant shall make use of such facilities on such premises without permission of Operator or Tenant.

### **3-2-4 Use of Roadways and Walkways.**

- (a) No person shall travel on the Airport other than on the roadways, walkways, or places provided for the particular class of traffic.
- (b) No person shall occupy the roadways or walkways to hinder or obstruct their proper use.

### **3-2-5 Alcoholic Beverages.**

Alcoholic Beverage consumption and sales at any airport sanctioned event on airport grounds need approval by the Airport Manager, or their designee.

### **3-2-6 Use of Public Areas.**

- (a) No person shall use a restroom other than in a clean and sanitary manner.
- (b) Spitting, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.
- (c) Unless specifically authorized by the Airport Manager, no person shall utilize any public facility or area for any purpose other than its intended use.
- (d) The Airport Manager, or their designee, reserves the right to exclude or expel any person who, in the judgment of the Airport Manager, or their designee, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

### **3-2-7 Smoking.**

No person shall smoke in any area, place or building on the Airport where smoking is specifically prohibited by federal, state, and local regulations, including but not limited to, public building areas, hangars, Fuel Storage Areas, or within one hundred feet (100 ft.) of any refueling or de-fueling operation.

### **3-2-8 Trash or Other Waste Receptacles.**

- (a) Garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or litter of any kind shall not be placed, discharged, or deposited at the Airport except in the receptacles provided specifically for that purpose.
- (b) The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or litter of any kind on the Airport is prohibited.
- (c) Trash or other waste receptacle on the Airport shall only be utilized for waste generated on Airport Property unless the trash receptacle is privately owned and utilized for the personal trash of the Owner.
- (d) The Airport Manager shall designate areas for waste receptacles and no other areas shall be used.

- (e) Waste receptacles are prohibited on the AOA (Aircraft Operations Area) unless authorized by the Airport Manager, or their designee.
- (f) Waste areas shall be kept clean and sanitary.
- (g) Waste receptacles shall be emptied enough to prevent overflowing and cleaned with enough frequency to prevent offensive odors.
- (h) Waste receptacles shall be equipped with securely fastened lids.
- (i) Vehicles utilized for hauling waste or recyclables shall not be operated on the Airport unless they are constructed to prevent contents from dropping, sifting, leaking, or otherwise escaping there from.
- (j) Illegal dumping shall be prosecuted to the fullest extent of the law.

### **3-2-9 Hazardous Materials.**

- (a) All persons shall comply with applicable federal, state, and local environmental laws, rules, regulations, and ordinances; Authority environmental policies and procedures (including without limitation, the Stormwater Pollution Prevention Plan (SWPPP) and generally accepted industry environmental practices and standards).
- (b) No person shall discharge, Release, or dispose of any Hazardous Materials on the Airport or surrounding air, lands, or waters.
- (c) Any person who experiences overflowing or spilling of oil, grease, Fuel, and/or similar material or substance anywhere on the Airport is responsible for the immediate cleanup of the spill, proper disposal of the substance, and notification of the Authority and appropriate emergency response agencies.
- (d) In the event that the Airport Manager, or their designee, determines that during the course of an environmental incident the responsible party is not capable of, has not, or refuses to take the appropriate action in a timely manner to mitigate the adverse environmental incident, then the Authority reserves the right to take action and/or employ those services that the Authority determines appropriate to control and/or clean up the site. The cost of such services shall be borne by the party responsible.

### **3-2-10 Commercial Photography or Videotaping.**

- (a) Commercial Photography or Videotaping within the AOA (Aircraft Operations Area) or Restricted Area is prohibited without proper escort from the Authority.

## **3-3 SAFETY AND SECURITY.**

### **3-3-1 General.**

All persons shall comply with all applicable Transportation Security Administration, federal, state, and local security laws, rules, regulations, ordinances, directives, as well as Authority security program(s) and procedures.

### **3-3-2 Identification.**

- (a) A Law Enforcement Officer, Airport Manager, or Airport Employee reserves the right to request any person to present government issued photo identification at any time to ascertain the person's identity.

### **3-3-3 General Conduct.**

- (a) No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.
- (b) Destroying, damaging, injuring, defacing, disturbing, or tampering with property on the Airport is prohibited. Any person who causes damage to Property on the Airport shall be liable for such damage.
- (c) Injuring, disturbing, or harassing any person at the Airport is prohibited. Any person who causes injury to any person at the Airport shall be liable for such injuries.
- (d) No person shall be intoxicated; commit any disorderly, obscene, lewd, indecent, or unlawful act; or commit any act of nuisance (including the use of abusive or threatening language) at the Airport.

### **3-3-4 Restricted Areas.**

- (a) No unauthorized person shall enter a Restricted Area of the Airport including the AOA (Aircraft Operations Area) and Airport Employee work areas, facilities, and equipment.
- (b) Access into a Restricted Area (AOA (Aircraft Operations Area)) is limited to:
  - (i) Authorized employees of the Airport.
  - (ii) Owners/Operators and passengers of Aircraft.
  - (iii) Operators, vendors and contractors and their designated employees having a need to conduct business at the Airport.
  - (iv) Agencies required in support of emergency response.
  - (v) Persons with prior authorization of the Airport Manager.
  - (vi) Persons under appropriate supervision or escort by an Airport Employee.
- (c) Access into a Restricted Area (Airport Employee work area) is limited to:
  - (i) Authorized employees of the Airport.
  - (ii) With the prior authorization of the Airport Manager.
  - (iii) Under appropriate supervision or escort by an Airport Employee.
- (d) Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.
- (e) Persons who have been provided a device or access codes shall only use Authority issued devices and shall not duplicate or otherwise distribute or disseminate the same to any other person unless the Airport Manager, or their designee, provides prior written Permission.
- (f) Unauthorized trespassing in a Restricted Area, impersonation of a pilot, Airport Employee, or contractor is unlawful and will be fully prosecuted by the law.

### **3-3-5 Suspicious Activity.**

- (a) Any person involved in witnessing suspicious activity at the Airport shall report such Activity to the Police ("911").
- (b) Suspicious activity may include but is not limited to:
- (c) People who appear to be accessing a Vehicle, Aircraft, or facility by force.

- (d) Out of the ordinary videotaping or photography of Aircraft or facilities.
- (e) Aircraft with unusual or obviously unauthorized modifications.
- (f) Dangerous cargo, explosives or weapons being loaded into an Aircraft.

### **3-3-6 Weapons and Explosives.**

- (a) Only duly authorized wildlife depredation personnel, duly authorized security personnel or Airport Employees authorized by the Airport Manager, Law Enforcement Officers, or members of the armed forces of the United States or the State of Illinois on official duty shall carry any weapons and/or explosives on Public Areas of the Airport.
  - (i) Firearms transported in Vehicles and Aircraft that are broken down in a non-functioning state, stored in a container for the purposes of shipping for legal recreational uses, and not immediately accessible are accepted. The Owner of such firearms must comply with all Regulatory Measures and will transport such firearms in a safe manner.
- (b) No person shall store, keep, handle, use, dispose of, or transport at, in, or upon the Airport any Class A, Class B, or Class C explosives or Class A poison (as defined in the Interstate Commerce Commission Regulation for transportation of explosives and other dangerous articles), any other poisonous substances (solid, liquid, or gas), compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may (or may likely to) unreasonably endanger persons or property.
  - (i) This excludes Class C explosives authorized by the Airport Manager for use in wildlife management (or control) purposes.

### **3-3-7 Accidents or Incidents.**

- (a) Any person involved in or witnessing an Accident or incident on the Airport resulting in any injury (or death) to person(s) or damage to property shall remain at the scene and contact law enforcement immediately and provide all pertinent information as requested.
- (b) No person shall tamper with an Accident/incident scene or fail to comply with any directive issued by the Authority, a Law Enforcement Officer, or any other Agency having jurisdiction over the Accident/incident scene.
- (c) Unauthorized entry into the AOA (Aircraft Operations Area) to access an Accident/incident scene is prohibited.

### **3-3-8 Emergency Conditions.**

- (a) Emergency conditions at the Airport shall not mitigate or cancel these Rules and Regulations.
- (b) During such conditions, the Operator of any Aircraft or Vehicle shall make certain that the Aircraft or Vehicle is not moved in any direction unless specifically directed to by Authorities.
- (c) No person shall enter the landing areas, Aprons, or Taxiways of the Airport to attend, observe, or assist at the scene of an Accident except persons requested or permitted to do so by the Authorities.
- (d) Emergency procedures for the Airport may be issued at the discretion of the Airport Manager, or their designee.
- (e) The Airport Manager, or their designee, shall determine when normal operations may resume.

### **3-4 AIRCRAFT RULES AND REGULATIONS.**

#### **3-4-1 Aeronautical Activities.**

All activities at Vermilion Regional Airport shall conform to the current applicable provisions of 14 CFR; applicable Regulatory Measures; these Rules and Regulations; the Minimum Standards; and orders (written or verbal instructions) of the Airport Manager, or their designee.

#### **3-4-2 Based Aircraft Registration.**

- (a) All Aircraft based at the Airport must be registered with the Airport Manager. Registration must include the following:
  - (i) Aircraft Make and Model.
  - (ii) Aircraft Registration Number.
  - (iii) Aircraft Owner Name, Address, and Phone Number.
  - (iv) If more than one person or group of people own the Aircraft, the name, address, and phone number of all Owners shall be provided to the Airport Manager. Lessees are responsible for the registration of all Aircraft based on their Leased Premises; and
- (b) All Operators shall register all Aircraft (owned or non-owned) based on their Leased Premises when such Aircraft arrives at the Airport.
- (c) Aircraft registration with the Airport Manager shall be updated within thirty (30) days of any change in ownership or contact information.
- (d) Based Aircraft Operators must have a Tiedown or hangar Agreement with the Authority.

#### **3-4-3 Fees, Charges and Payment.**

- (a) Failure to make payment for use of Airport facilities, or other charges levied by the Authority or to the Operators permitted to collect such fee will be a violation of the Rules and Regulations.
- (b) Aircraft shall not land or take off from the Airport unless the Aircraft Operator has paid the fees and/or charges that may be assessed from time to time by the Authority for such use unless the Aircraft Operator is exempt from payment of certain fees.
- (c) Aircraft exempt from Airport fees and charges include Aircraft owned and/or operated by any local, state, or federal government Agencies that do not utilize the Airport significantly.

#### **3-4-4 Impoundment of Aircraft.**

The Airport Manager, or their designee, shall have the authority to remove at once, any disabled or damaged Aircraft or parts thereof, at the Owner's or Operator's expense, without liability for damage which may result during removal or subsequent to such removal if such disabled or damaged Aircraft constitutes a hazard to persons or property.

#### **3-4-5 Prohibiting Use of the Airport.**

- (a) The Airport Manager, or their designee, shall have the right at any time to close the Airport or any portion thereof to air traffic, to prohibit Aircraft landing and/or taking off at any time and under any circumstances, to delay or restrict any light or other Aircraft operation (except emergency landings), or to deny the use of the Airport to any person or group when the Airport Manager, or their designee, considers such actions to be necessary and desirable in the interest of safety or when the Rules and Regulations herein set forth are being violated.

- (b) The Airport Manager, or their designee, may issue/cancel a Notice to Airmen (NOTAM) to close or open the Airport (or any portion thereof) or to terminate or restrict any activity on or at the Airport.
- (c) Under no circumstances shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage incurred by any Operator, Lessee, Permittee, or any other entity.

#### **3-4-6 Aircraft Accidents or Incidents.**

- (a) Aircraft Operators involved in an Accident on the Airport resulting in any injury (or death) to person or damage to property shall make a full prompt report of the Accident to the Airport Manager and appropriate Agencies, complete any necessary reports and/or forms, and comply with applicable provisions of National Transportation Safety Board Regulations Part 380.
- (b) Report to the Airport Manager should include copies of any reports or documentation provided to the NTSB, FAA, or appropriate Agency.
- (c) Damage to property includes damage to a runway, Taxiway, Apron, navigational aid, light, or fixture.
- (d) An Aircraft or associated Aircraft parts involved in an Accident on the Airport may not be disturbed, moved, or removed from the scene of the Accident until authorized by the Airport Manager, or their designee, who shall receive authorization (to remove the Aircraft) from the FAA and/or NTSB, when applicable.
- (e) Aircraft Operator shall be responsible for the safe and prompt removal of disabled Aircraft and parts within a Movement Area to a Non-Movement Area.
- (f) If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Airport Manager, or their designee, may have the Aircraft removed at the Aircraft Operator's risk and expense (including but not limited to labor, equipment, and subcontractors) without liability for damage or loss arising from or out of such removal.

#### **3-4-7 Parking and Storage of Aircraft.**

- (a) Aircraft shall be parked only in those areas designated for such purpose by the Airport Manager and shall not be positioned in such a manner so as to block a runway, Taxiway, or obstruct access to hangars, parked Aircraft, parked Vehicles, gates, or Fuel storage facilities.
- (b) Unless otherwise provided in an Agreement with the Authority, no person shall use any area of the Airport for the parking and storage of Aircraft without the prior written Permission of the Airport Manager, or their designee.
- (c) All Transient Parking shall be handled by the Authority through its FBO.
- (d) Should a person use such areas for Aircraft parking or storage without first obtaining written Permission from the Airport Manager, the Airport Manager, or their designee, may remove and store the Aircraft at the expense of the Aircraft Operator without liability for damage that may arise from or out of such removal or storage.
- (e) Upon request of the Airport Manager, the Operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by the Airport Manager. In the event the Aircraft Operator refuses, is unable, or unavailable, the Airport Manager, or their designee, may move the Aircraft to the area at the risk and expense of the Aircraft Operator without liability for damage that may arise from such movement.

### **3-4-8 Aircraft Cleaning.**

- (a) Aircraft cleaning may be performed only in hangars in compliance with the SWPPP (Storm Water Pollution Prevention Plan).
- (b) Aircraft cleaning may be performed at an outdoor wash area designated by the Airport Manager.
- (c) Biodegradable soap must be used at the outdoor wash area without solvents or degreasers.

### **3-4-9 Aircraft Demonstration.**

No experimental flight, by non-FAA certified Aircraft, or ground demonstrations shall be conducted on the Airport without the express written approval of the Airport Manager, or their designee.

### **3-4-10 Aircraft Engine Operation.**

- (a) No person shall start or run any engine in an Aircraft unless a licensed pilot or qualified A & P mechanic is in the Aircraft attending the engine controls.
- (b) Starting engines shall be prohibited until all standard safety procedures have been followed.
- (c) Any person operating an Aircraft engine in an area accessible to the public shall take precautions to alert and protect the public from hazards incident to such operations.
- (d) Before starting the Aircraft engine, an Aircraft Operator shall set Aircraft brakes on.
- (e) No person shall run the engine or engines of any Aircraft at any location on the Airport in such manner as to cause damage to other Aircraft or property or in such manner as to constitute a nuisance or hazard to persons or property.
- (f) Aircraft may not be tied to any structure during Aircraft engine runup.
- (g) Aircraft engines shall not be started, and Aircraft shall not be taxied into, out of, or within any structure on the Airport unless prior approval for such action is approved by Airport management in writing.

### **3-4-11 Aircraft Operations.**

- (a) All Aircraft shall be operated according to 14 CFR Part 91 and the appropriate CFR based on the type and use of the Aircraft.
- (b) Aircraft Operators shall not land, take off, taxi, or park an Aircraft on any area restricted to a maximum weight bearing capacity less than the Aircraft's weight.
- (c) It shall be the Aircraft Operator's responsibility to repair any damage to the Airport's runways, Taxiways, or Aprons caused by excessive Aircraft weight loading.
- (d) The starting, positioning, or taxing of an Aircraft shall be done to avoid generating (directing) any propeller or engine blast that may endanger or result in injury to persons or damage to property.
- (e) Airborne radar equipment shall not be operated, or ground tested in an area where the directional beam of such radar is within 100 feet of another Aircraft, an Aircraft fueling operation, an Aircraft Refueling Vehicle, or a Fuel storage facility.

### **3-4-12 Aircraft Taxiing.**

- (a) No person shall taxi an Aircraft until he has ascertained by visual inspection of the area that there will be no danger of collision with any person or object in the immediate area.

- (b) Aircraft Operators shall obey all pavement markings, signage, and lighted signals.
- (c) No Aircraft shall be operated in a careless or reckless manner, nor shall any Aircraft be taxied at a speed that is not reasonable and safe.
- (d) Taxiing Aircraft shall yield the right-of-way to any Emergency Vehicle.

#### **3-4-13 Aircraft Landings and Takeoffs.**

- (a) Fixed-wing Aircraft will land and takeoff on runways only.
- (b) Helicopters shall use extreme caution when operating near any area where light Aircraft are parked or operating.

#### **3-4-14 Flight Instruction.**

All entities/people giving flight instruction shall be held responsible to the Authority for the conduct of all students during the course of instruction.

#### **3-4-15 Limitations.**

- (a) All shipments of radioactive cargo or other hazardous material shall comply with regulations established in 49 CFR Parts 100- 199, and all applicable laws, rules, and regulations governing such shipments.
- (b) Trained Hazmat and Fire Department equipment and personnel will be required for this type of operation as a standby precautionary measure. Costs associated with Trained Hazmat equipment and personnel shall be borne by the Aircraft Operator.

#### **3-4-16 Insurance.**

Any Aircraft Operator engaging in any business, Commercial Activity or storing Aircraft on the Airport shall carry insurance appropriate for their operation. Further, such a person shall provide a Certificate of Insurance naming the Authority as additional insured, the certificate shall provide that the insurance cannot be cancelled or materially altered without thirty (30) days prior written notification. The type and amount of insurance coverage shall be established in a contract, lease, or other written Agreement with the authority.

#### **3-4-17 Indemnification and Hold Harmless.**

- (a) Aircraft Operators shall defend, indemnify, save, protect, and hold harmless the Vermilion Regional Airport Authority, its Board of Commissioners, representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the Vermilion Regional Airport Authority, its Board of Commissioners, representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Illinois principles of comparative fault.
- (b) Aircraft Operators shall accept total responsibility, indemnify, and hold harmless the Vermilion Regional Airport Authority, its Board of Commissioners, representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or

incident caused by Operator, its employees, its vendors, or any other personnel used by the Operator to maintain Operator's facilities, Vehicles, Equipment, or Aircraft.

- (c) Nothing herein shall constitute a waiver of any protection available to the Vermilion Regional Airport Authority, its Board of Commissioners, representatives, officers, officials, employees, agents, and volunteers under the Illinois Governmental Immunity Act or similar statutory provision.

### **3-5 VEHICLE RULES AND REGULATIONS.**

#### **3-5-1 Regulatory Measures.**

All vehicle operators on the Airport shall comply fully with all Illinois traffic laws, all airport rules and regulations, and all instructions issued by the Airport Manager, or their designee.

#### **3-5-2 Operator Licensing.**

Vehicle Operators must have a valid driver's license while operating a Vehicle at the Airport.

#### **3-5-3 Airport Operations Area (AOA (Aircraft Operations Area)) Vehicular Access.**

- (a) Unescorted Vehicles operating or parking on the AOA (Aircraft Operations Area), except for Emergency Vehicles, must be authorized by the Airport Manager, or their designee.
- (b) Unattended, unescorted Vehicles without prior permission to access the AOA (Aircraft Operations Area) shall be subject to removal by the Authority at the sole expense of the Owner.
- (c) The Airport Manager, or their designee, reserves the right to deny all requests to enter the AOA (Aircraft Operations Area) by Vehicle.

#### **3-5-4 Vehicle Licensing and Equipment.**

- (a) Except for Vehicles that are exclusively used on the AOA (Aircraft Operations Area), all Vehicles shall meet proper state licensing, registration, insurance, and inspection requirements.
- (b) Vehicles shall not be operated at the Airport unless the Vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.
- (c) Vehicles shall not be operated on the AOA (Aircraft Operations Area) unless permission is obtained from the Airport Manager, or their designee, for said Vehicle.

#### **3-5-5 General Vehicle Regulations.**

- (a) Vehicle operations on the Airport in a careless, negligent, unsafe, or reckless manner in disregard of the rights and safety of others and without due caution and circumspection, or at an unreasonable speed, or is likely to endanger persons or property, is prohibited.
- (b) Vehicles constructed, equipped, loaded, or maintained to endanger persons or property are prohibited on the Airport.
- (c) Vehicles shall not be operated in any hangar at the Airport unless prior permission is given.
- (d) Vehicles, except Emergency Vehicles responding to an emergency, shall not be operating at the Airport in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be thirty (30) miles per hour.

- (e) AOA (Aircraft Operations Area) Speed Limits.
  - (i) Vehicles, except Emergency Vehicles responding to an emergency, shall not be operated on the AOA (Aircraft Operations Area) at speed in excess of twenty (30) miles per hour.
  - (ii) Vehicles operating on a Runway or Taxiway shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, or so as not to endanger persons or property.
- (f) Vehicle Operators shall not, after receiving directions from an Airport Employee or Law Enforcement Officer, disobey said direction.
- (g) Vehicle Operators shall provide proper signals and obey all traffic signs, mechanical or electrical signals, and pavement markings unless otherwise directed by a Law Enforcement Officer.
- (h) Airport Roadways may be used for Vehicle operations as a means of ingress and egress to and from facilities, hangars and Tiedown areas located at the Airport.
- (i) Vehicles that are overloaded or carrying more passengers or cargo than the amount that the Vehicle is designed to carry are prohibited at the Airport.
- (j) Persons shall not ride on the running Board, in the beds of pickup trucks, on the outside of a Vehicle, or allow arms or legs to protrude from a Vehicle except Emergency Vehicles designed specifically for such operations.
- (k) Vehicle Operators shall yield the right of way to Aircraft, Emergency Vehicles (or Equipment), Official Vehicles, snowplows, and pedestrians.
- (l) Vehicles shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of the Aircraft.
- (m) Vehicles shall not overtake or pass in front of a moving Aircraft.
- (n) Vehicles shall pass to the rear of taxiing Aircraft and come no closer than one hundred feet (100 ft.) to a taxiing Aircraft.
- (o) Vehicles shall not pass closer than fifteen feet (15 ft.) from any wing or tail section of a parked Aircraft.
- (p) Vehicles used for hauling trash, dirt, or any loose material shall be operated to prevent the Vehicle's contents from dropping, sifting, leaking, or otherwise escaping including, at a minimum, covering Vehicles load.

### **3-5-6 Airport Operations Area.**

- (a) Vehicles used exclusively on the AOA (Aircraft Operations Area) shall be painted and marked in a manner approved by the Airport Manager and be equipped with an approved and fully operational amber or red (Emergency Vehicles) rotating, flashing, or steady beacon on the roof or uppermost point of the Vehicle providing 360-degree view and in compliance with FAA Advisory Circular 150/5210-5B.
- (b) The beacon shall be activated by the Vehicle Operator prior to entering the Airport Movement Area and shall remain in operation while the Vehicle is in the Airport Movement Area.
- (c) The Airport Manager, or their designee, may restrict Vehicles to certain portion(s) or segment(s) of the AOA (Aircraft Operations Area). Such restrictions shall prohibit Vehicle operations outside designated area(s).
- (d) Manually controlled Vehicle gates that provide access to the AOA (Aircraft Operations Area) shall be kept closed and locked at all times except when actually in use.

- (e) When automatic Vehicle gates are used, Vehicle Operators must stop the Vehicle and allow the gate to fully close before proceeding. The Vehicle Operator must also ensure that no other Vehicles or persons gain access (Piggyback) to the AOA (Aircraft Operations Area) while the gate is closing and/or not fully closed.
- (f) If the Vehicle Operator cannot prevent such access, the Vehicle Operator must immediately notify the Authority.

### **3-5-7 Airport Movement Area.**

- (a) Vehicles operating in the Movement Area shall first obtain Permission from the Airport Manager, or their designee.
- (b) When construction Vehicles are required to enter or work within the Movement Area, such Vehicles shall be marked with an approved orange-and-white-checked flag (daytime) or amber beacon (nighttime).
- (c) If the construction Vehicle is not equipped with a two-way radio capable of communicating on the proper aeronautical frequencies, the Vehicle shall be escorted at all times by an Airport authorized Vehicle having a two-way radio capable of communicating on the proper aeronautical frequencies.

## **3-6 OPERATOR AND TENANT RULES AND REGULATIONS.**

### **3-6-1 Security.**

- (a) For gates, doors and other areas that provide access to the AOA (Aircraft Operations Area) through the Operator/Tenant's Leased Premises, it is the responsibility of all Operators/Tenants to ensure that such gates, doors and other areas remained closed, locked, and secured when not in use and to ensure that all gated and doors and Locking/securing mechanisms, and other public safeguards are continually and conscientiously used in a manner so as to protect all persons.
- (b) All Operators and Tenants shall be responsible for implementing procedures for controlling and escorting pedestrians, vendors and Vehicles authorized to enter Operator's Leased Premises including positive identification (e.g., government-issued photo identification); check-in procedures; compliance with security policies established by the Authority.
- (c) No person shall cause any object to be located within three feet (3 ft.) of the Airport perimeter fence, which may assist an unauthorized individual in accessing the AOA (Aircraft Operations Area).

### **3-6-2 Condition of Leased Premises.**

- (a) The use of any part of the Operator's or Tenant's Leased Premises is an acceptance by Operator or Tenant of the space as is and such acceptance shall constitute a complete release and discharge of all obligations and liabilities of the Authority with respect to the condition, construction, and delivery of the space. After acceptance of the space, Operator or Tenant agrees that no further claims or demands of any kind will remain upon the Authority and the Authority shall not be liable for injuries, loss or damage to Operator or Tenant, or any other person, on or about the space, resulting from any causes whatsoever.
- (b) The agreement for the use of Leased Premises creates no interest in real property.

### **3-6-3 Payment.**

Failure to make payment for use of Leased Premises, or other related charges levied by the Authority will be a violation of the Rules and Regulations.

#### **3-6-4 Insurance.**

Any Operator or Tenant engaging in any business, Commercial Activity or storing Aircraft at the Airport shall carry insurance appropriate for their operation. Further, such a person shall provide a Certificate of Insurance naming the Authority as additional insured, the certificate shall provide that the insurance cannot be cancelled or materially altered without thirty (30) days prior written notification. The type and amount of insurance coverage shall be established in a permit, contract, lease, or other written Agreement with the Authority or the Airport Manager.

#### **3-6-5 Construction or Alteration of Improvements.**

Any construction or alteration of any Improvement including all utilities located at the Airport shall be performed in compliance with guidelines as may be established by the Authority and approved in writing in advance by the Airport Manager.

#### **3-6-6 Maintenance of Premises.**

- (a) All Operators and Tenants are required to keep the land and/or Improvements under lease (or being occupied for use) free from all fire hazards and maintain the same in a condition of repair, cleanliness, and general maintenance in a manner acceptable to the Airport Manager, or their designee, and in accordance with the Tenants Agreement.
- (b) All Operators and Tenants shall be fully responsible for all damage to facilities, Equipment, real Property, related appurtenances, and all other Improvements in the ownership, care, custody, or control of the Airport caused by the Tenant or by their employees, agents, customers, visitors, or persons with whom they do business.
- (c) Facilities (including hangar floors) shall be kept clean and clear of the accumulation of oil, grease, flammable liquids, rags, or other waste materials except as may be provided to the contrary in a specific Agreement with the Authority.

#### **3-6-7 Fire Prevention.**

- (a) Operators and Tenants shall use Airport Authority provided fire extinguishers located on end of hangars to extinguish any inadvertent fires that may occur. Any activity that may be construed as a potential fire hazard performed inside Hangars, shall have an extinguishing device on hand for associated activity.

#### **3-6-8 Aircraft Hangars.**

- (a) Use of Aircraft hangars shall be subject to the following restrictions:
  - (i) Space heaters shall never be located inside Aircraft and left unattended.
  - (ii) Alterations or additions of utilities are prohibited unless approved in writing by the Airport Manager, or their designee.
  - (iii) Use of electrical equipment that exceeds the rated capacity of existing circuits is prohibited.
- (b) Rental of a hangar shall be subject to a written lease agreement. A sample Hangar Lease appears at Appendix 3-B; however, the Board of Commissioners may determine to include different or additional terms to those set forth in Appendix 3-B.

### **3-6-9 Storage and Disposal of Materials.**

- (a) No Operator or Tenant shall store, keep, handle, use, dispense, discharge or transport at, in, or upon the Airport any Hazardous Material in violation of any applicable federal, state, or local regulations. Proper permits must be obtained from the appropriate Agency, copies must be presented to the Airport Manager, and with the prior written Permission from the Airport Manager.
  - (i) No Hazardous Material shall be stored outside.
  - (ii) Approved storage of Hazardous Materials at the Airport must be placed in properly secured receptacles that meet all applicable federal, state, and local codes.
  - (iii) Aviation Fuels, automotive gasoline, or deicing fluids shall be stored in metal, self-closing receptacles.
  - (iv) Material Safety Data Sheets (MSDS) for all Hazardous Materials shall be maintained on-site to be available to emergency responders and for review by the Airport Manager, or Airport Staff.
- (b) No Operator or Tenant shall dispose of Fuels, oils, dopes, paints, solvents, acids or other waste, except in manner compliant with all applicable federal, state and local environmental laws and regulations including the Authority's Stormwater Pollution Prevention Plan, under no circumstances shall Operator or Tenant dispose of Fuels, oils, dopes, paints, solvents, acids or other waste by dumping in drains, basins, or ditches or elsewhere on Airport Property.
- (c) Oily rags, or other materials soiled with petroleum-based products may only be stored in metal receptacles with self-closing covers, as approved by federal, state, and local codes. All used waste and other rubbish shall be removed in regular scheduled pickups, but not later than once each week.
- (d) Operators or Tenants shall store, stack, box, or bag material (or Equipment) in such manner as to preclude creating any hazard to persons or property, obstructing any operator, or littering. Storage of materials or equipment shall not be permitted outside without the Airport Manager's written authorization.
- (e) Unless otherwise provided in an Agreement with the Authority, or with the written authorization of the Airport Manager, or their designee,, no person shall use any area of the Airport to store cargo or other property. In the event of a violation of this provision, the Airport Manager shall have the authority to order the cargo or other property removed, or to cause the same to be removed and stored at the expense of the Owner or consignee thereof, without liability for damage thereto arising from or out of such removal or storage on the part of the Airport Manager, or their designee,, the Authority or their agents or employees.

### **3-6-10 Compressed Gases.**

Oxygen or any compressed gas in a cylinder or portable tank shall be secured and maintained in a manner compliant with all applicable federal, state, and local regulations. Cylinders or tanks not in use shall have an approved transportation safety cap installed.

### **3-6-11 Stormwater Pollution Prevention Plan (SWPPP).**

All Operators and Tenants shall comply with the requirements of the Authority's SWPPP (Storm Water Pollution Prevention Plan) as Co-Permittee of the Authority's General National Pollutant Discharge Elimination System (NPDES) Permit for Industrial Storm Water.

### **3-6-12 Hazardous Spills.**

- (a) All Operators and Tenants shall report hazardous spills. Hazardous spills that require reporting include but are not limited to, aviation Fuel, gasoline, Fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be hazardous.
- (b) In the event that a hazardous spill occurs of any magnitude, the responsible party of such spill shall take appropriate action in the containment, clean up, and rehabilitation of such hazardous spill.
- (c) In the event that a hazardous spill of greater than fifty (50) square feet of paved area, continuous flow or greater than ten (10) gallons occurs Notify 911.

### **3-6-13 Surrender of Space by Operator or Tenant.**

Upon the expiration or termination of an Agreement, Operator or Tenant shall quit and surrender Leased Premises to the Authority in good order and condition, ordinary wear accepted, and Operator or Tenant will remove all of its property. Operator or Tenant's obligation to observe or perform this requirement shall survive the expiration or other termination of the term of the Agreement. Operator or Tenant shall be liable for all expenditures incurred by the Authority for breach of this requirement, or any other requirement of the Agreement, including attorneys' fees, Abandoned Property disposal and other costs.

### **3-6-14 Right of Entry Reserved.**

The Authority reserves the right to enter Leased Premises for the purpose of making ordinary inspections and undertaking other non-emergency activities at reasonable times, provided, however, that nothing in this Section shall be construed to limit or diminish the Authority's right of entry at any time in any emergency. No abatement of any payments by the Operator or Tenant shall be claimed by or allowed to the Operator or Tenant by reason of the exercise by the Authority of any of the rights set forth in this Section or in any provision of the Agreement. Nothing herein is intended or shall be construed to obligate the Authority to construct, maintain, repair, or improve the Leased Premises or any portion thereof, or to impose upon the Authority any liability for any failure to do so.

## **CHAPTER 4 FREEDOM OF INFORMATION**

The following shall apply to requests of Vermilion Regional Airport Authority staff pursuant to the Freedom of Information Act, 5 ILCS 140/1 et seq. (hereinafter the "Act").

### **4-1 APPLICATION FOR INSPECTION OR COPYING.**

#### **4-1-1 Forms to be Made Available.**

Written requests (i.e., electronic mail, letter, fax) will be accepted provided they contain the required information. Said application form shall require the following written information regarding each request under the Act:

- (a) Name, address and telephone number of the applicant.
- (b) If the application is on behalf of a public body, business organization, civic organization or any other organization, the name and address of the organization and the office or position of the applicant with that organization.
- (c) Written description of the public record requested with sufficient particularity to allow determination of whether such a public record exists and to allow location of the public record within a reasonable time.

#### **4-1-2 Method of Requesting Records.**

All applicants for inspection or copying of public records in the possession of the VRAA shall submit a written request containing the information set forth in subsection 4-1-1 at the VRAA office during working hours.

#### **4-1-3 Inspection of Records.**

All inspections of public records so requested shall be done during office hours at the VRAA office, in the presence of VRAA personnel. All copying shall be done by VRAA personnel at the VRAA office during office hours.

#### **4-1-4 Fees.**

The fees charged by the VRAA for reproduction and certification of public records shall be set by the Airport Authority Board. Said fees shall not include costs for the search for documents. Black-and-white, letter- legal- and ledger-size copies shall be charged at fifteen cents (15¢) per page. Copies of items reproduced on electronic media will be charged at the actual cost for each electronic media device (i.e., CD-ROM, DVD, etc.) If copy services outside the VRAA office are required for large documents, blueprints, color copies or the like, the applicant shall reimburse the VRAA for the actual cost of reproduction charged by the outside copy service. Notwithstanding the foregoing, the VRAA shall not charge for the first fifty (50) pages of black-and white, letter-legal- and ledger-size copies. The fee to certify a copy shall be one dollar (\$1.00).

#### **4-1-5 Payment Required.**

No public record shall be delivered to any applicant until all fees for reproduction have been paid.

#### **4-1-6 Freedom of Information Act Requirements.**

Additional information pursuant to Section 4 of the Act is contained in Appendix 5-C.

#### **4-2 DENIAL OF REQUEST AND APPEAL.**

##### **4-2-1 Written Denial.**

Denial of an application for inspection and/or copying of public records shall be in writing, shall state a detailed factual basis for the denial or the application of any exemption(s) claimed and shall be signed by a Freedom of Information Officer or his/her designee. The response shall also inform the applicant of his/her right to review by the Public Access Counselor of any denial and shall provide the telephone number and address of the Public Access Counselor.

##### **4-2-2 Date of Denial or Appeal.**

A written denial of an applicant's request or denial of shall be deemed delivered when deposited in the U.S. mail, first class, postage paid.

# **CHAPTER 6 ETHICS**

## **Sec. 6-1 PURPOSE AND SHORT TITLE.**

### **6-1-1 Purpose.**

It is the goal of the Vermilion Regional Airport Authority (hereinafter the "Authority") and the Board of Commissioners ("Board") to provide for fair, efficient, and honest government and to ensure the integrity and objectivity of Authority officers and employees. The purpose of this Chapter is to provide a framework for ethical activities for Authority officers and employees to follow while conducting the business of government and to provide a roadmap for other public officers and entities, including countywide officers, other units of local government, and their employees to follow in their efforts on behalf of the community they serve. No one policy can comprehensively encompass all aspects of appropriate business behavior. The fundamental principle underlying all policies is that all activities of public officials and employees must meet appropriate ethical and legal standards.

### **6-1-2 Short Title.**

This Chapter may be cited as the "Vermilion Regional Airport Authority Ethics Ordinance of 2024"

## **6-2 APPLICATION AND ADOPTION BY GOVERNMENTAL ENTITIES.**

### **6-2-1 Application of Ordinance.**

This ordinance applies to the following entities and persons upon its effective date:

- (a) The Authority and all subordinate bodies of the Authority.
- (b) The Board.
- (c) All governmental Boards, commissions, committees, or other entities created by the Board.
- (d) All governmental Boards, commissions, committees, or other entities for which the Board may by law define powers and duties, or to which ordinances adopted by the Board are generally applicable.
- (e) All officers and employees of the Authority.

### **6-2-2 Shared Enforcement Agreements.**

The Board may enter into an agreement with any governmental entity that has adopted this ordinance, or an ordinance or policy substantially similar to it, when the Board desires that the County's ethics officers shall also serve as its ethics officers.

## **6-3 EMPLOYEE RESPONSIBILITIES.**

### **6-3-1 Employee Cooperation.**

All persons subject to this ordinance shall be obligated to cooperate during an investigation and to comply with requests for information from the Ethics Officer and Board. Subject to constitutional or statutory limitations, the failure or refusal of any person to comply with reasonable requests for information shall constitute a violation of this ordinance and may be considered by the ultimate jurisdictional authority as grounds for discipline consistent with the enforcement provisions of this ordinance.

### **6-3-2 Whistleblower Protection.**

- (a) Whenever any person subject to this ordinance reasonably believes evidence exists that another employee has perpetrated gross mismanagement, gross misuse or waste of public resources or funds, abuse of authority in connection with the administration of a public program or execution of a public contract, a violation of a federal, state, or local law, rule or regulation which is not merely of a technical or minimal nature, or a substantial and specific danger to the public health and safety exists, such person shall bring this evidence to the immediate attention of the Ethics Officer, the Authority's Airport Manager, any member of the Board, the state's attorney, the Authority's attorney, the auditor, the employee's department head, or the human resources director. In the event that one of the above-named officials or employees is not available, the person shall submit this evidence to the duly authorized designee acting in the stead of the absent official or employee.
- (b) Anyone who reports a violation or concern, in good faith, shall not be subjected to retaliation, harassment, abuse, threats, and discrimination or any adverse employment consequences.
- (c) Any person who reports a violation or concern in good faith, on behalf of another person, shall not be subjected to retaliation, harassment, abuse, threats, and discrimination or any adverse employment consequences as a result of coming forward.
- (d) This Section shall not apply to anyone who makes a report known to them to be false on their own or another's behalf.

## **6-4 MISCELLANEOUS PROVISIONS.**

### **6-4-1 Severability.**

- (a) The provisions of this ordinance are severable.
- (b) If any court of competent jurisdiction shall adjudge any provision, or part thereof, of this ordinance to be invalid, such judgment shall not affect any other provision, or part thereof, of this ordinance which are not declared to be invalid in said judgment.
- (c) If any court of competent jurisdiction shall adjudge invalid the application of any provision, or part thereof, of this ordinance to a particular person, such judgment shall not affect the application of said provision, or part thereof, to any other person not specifically included in said judgment.

### **6-4-2 Transition.**

The ethics officer of Vermilion Regional County Airport shall serve as the ethics adviser for the duration of the term to which he or she was appointed.

### **6-4-3 Application of the Freedom of Information and Open Meetings Acts.**

- (a) Documents generated by the Ethics Officer under this ordinance are exempt as allowed by law from the provisions of the Freedom of Information Act.
- (b) Any allegations and related pleadings submitted to the Ethics Officer or Board are exempt from the Freedom of Information Act if the Board does not find a violation of this ordinance.
- (c) If the Board finds that a violation has occurred, the entire record of proceedings before the Board, the decision and recommendations and the mandatory report are not exempt from the provisions of the Freedom of Information Act, but information contained therein that is otherwise exempt from the Freedom of Information Act must be redacted before disclosure as provided in Section 4 of the Freedom of Information Act.
- (d) The Board may close portions of its meetings, including hearings under this ordinance in the manner authorized by the Open Meetings Act.

#### **6-4-4 Notices.**

- (a) Whenever any provision of this ordinance requires an ethics officer to provide written notice to any individual or entity, such officer shall provide such notice through the use of certified mail, return receipt requested, unless, except in the case of a complainant or respondent as set forth in Part 4, the ethics officer and the individual or entity to whom such officer is to provide notice agree in writing to accept such correspondence in any other written form, including electronic mail, provided that such officer retains a physical copy of all such correspondence.
- (b) Failure of an ethics officer to provide notice to any individual or entity other than a respondent in the manner required by paragraph (a) shall not invalidate any action taken by such officer or the commission.

#### **6-4-5 Effective Date.**

This ordinance becomes effective on January 1, 2025.

### **6-5 ETHICS OFFICERS.**

#### **6-5-1 Indemnification of Ethics Officers.**

The ethics officer/s shall be entitled to all immunities and defenses available to employees and officers of a local public entity, including those immunities and defenses granted by the Local Governmental and Governmental

Employees Tort Immunity Act (745 ILCS 10/1-101 et. seq.), for any claims, lawsuits or actions brought against them for injuries arising out of the performance of their duties under this ordinance or state law.

### **6-6 ETHICS ADVISER.**

#### **6-6-1 Appointment and Qualifications of the Ethics Adviser.**

- (a) An ethics adviser shall be appointed by the Board upon the nomination of the Chairperson of the Board for a term of two (2) years and until his or her successor is appointed and qualified.
- (b) The ethics adviser shall not (1) become a candidate for any elective office; or (2) hold any other elected or appointed public office except for appointment to a governmental advisory Board, study commission, or as an ethics official of another governmental entity; provided, however, the ethics adviser may resign to become a candidate for elective office or to accept an appointment to a public office.

#### **6-6-2 Duties of the Ethics Adviser.**

The ethics adviser shall:

- (a) Provide guidance to any person subject to this ordinance in the interpretation and implementation of this ordinance, upon a written inquiry, with a written response;
- (b) Review statements of economic interest and disclosure forms of any person subject to this ordinance;
- (c) Assist in the preparation and publication of manuals and guides explaining the duties of individuals covered by this ordinance;
- (d) Assist in the preparation of public information materials to facilitate compliance, implementation, and enforcement of this ordinance;
- (e) Assist in maintaining accurate records of attendance of persons at training seminars and appropriate distribution of compliance materials; and

- (f) Provide such guidance and assistance as set forth in this Chapter to all persons subject to the ordinance.
- (g) To promulgate procedures and rules in addition to those contained in this ordinance governing the performance of its duties and the exercise of its powers and those of the Ethics Officer.
- (h) To the extent authorized by this ordinance and in accordance with law to deliberate, issue recommendations for disciplinary actions, impose fines and/or penalties, if appropriate, and refer to the appropriate authority violations of law outside the purview of this ordinance.
- (i) To conduct a fair administrative hearing, receive evidence, under oath, in support of the complaint and from the subject of the complaint in defense of the allegations in the complaint.
- (j) To prepare, file and serve a written report to include findings of fact and a decision regarding a complaint, assessment of fines, penalties, and recommendation for disposition by the ultimate jurisdictional authority.
- (k) To exercise its powers and duties strictly limited to matters clearly within the purview of this ordinance.
- (l) To employ necessary staff persons and contract for services that cannot be satisfactorily performed by the county employees; provided, however, that the costs thereof shall be paid by the county pursuant to approved budget, or if there is no budget, to a maximum of \$2,000 without specific authorization of the ultimate jurisdictional authority.

## **6-7 GIFT BAN.**

### **6-7-1 Gift Ban.**

No person subject to this ordinance, or family member living with such person (collectively hereinafter referred to as "recipients") shall intentionally solicit or accept any gift from any prohibited source or in violation of any ordinance, federal or state statute, rule, or regulation. No prohibited source shall intentionally offer or make a gift that violates this Section. A recipient does not violate this Section if the recipient promptly takes reasonable action to return the prohibited gift to its source.

A recipient does not violate this Section if the recipient gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 as now or hereafter amended, renumbered, or succeeded.

### **6-7-2 Exceptions.**

The restrictions set forth in Section 6-9 of this ordinance shall not apply to the exceptions set forth in Subsection 6-9-2, each of which is mutually exclusive and independent of one another. The exceptions set forth in this subsection 6-9-2 shall be construed in the same manner as those applicable to state officers and employees as set forth in the State Officials and Employees Ethics Act in effect now and as may be subsequently amended.

- (a) Opportunities, benefits, and services available on the same conditions as the general public.
- (b) Anything for which the recipient pays the fair cash market value.
- (c) Any (1) contribution that is lawfully made under the Election Code or under this ordinance or (2) activities associated with a fund-raising event in support of a political organization or candidate.
- (d) Educational materials and missions.
- (e) Travel expenses related to meetings to discuss official governmental business.
- (f) A gift from a relative, meaning (for the purposes of the gift ban provisions of this ordinance only) those people related to the recipient as a family member, fiancé or fiancée, or a half-brother, half-sister, or the father, mother, grandfather, or grandmother of the recipient's spouse, fiancé, or fiancée.
- (g) Anything provided to a recipient on the basis of a personal friendship, unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or

employment of the recipient and not because of the personal friendship. In determining whether a gift is provided on the basis of a personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (1) the history of the relationship between the individual giving the gift and the recipient, including any previous exchange of gifts between those individuals; (2) whether to the actual knowledge of the recipient, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (3) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other recipients.

- (h) Food or refreshments not exceeding the amount permitted under Section 10-15 of the State Officials and Employees Ethics Act applicable to state officers and employees on a single calendar day; provided that the food or refreshments are (1) consumed on the premises from which they were purchased or prepared or (2) catered. For this section's purpose, "catered" means food or refreshments purchased ready to consume or delivered by any means.
- (i) Food, refreshments, lodging, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the recipients) of the recipients if the benefits have not been offered or enhanced because of the official position or employment of the recipient and are customarily provided to others in similar circumstances.
- (j) Intra-governmental and inter-governmental gifts.
- (k) Bequests, inheritances, and other transfers at death.
- (l) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than the amount permitted under Section 10-15 of the State Officials and Employees Ethics Act applicable to state officers and employees.

## **6-8 CAMPAIGN CONTRIBUTIONS.**

### **6-8-1 Campaign Contribution Restrictions.**

- (a) All officers and candidates for public office that are subject to this ordinance shall comply with Section 9-8.5 of the Election Code and its limitations on political committee campaign contributions, and any subsequent revisions thereto as adopted by the General Assembly. Persons found to be in violation of the campaign contribution limitations set forth in the Election Code are subject to any fine, penalty or sanction as provided by statute or determined by the State Board of Elections.
- (b) No person subject to this ordinance shall intentionally solicit, accept, offer, or make any campaign contribution on public property, except as provided herein. "Public property" means any building or portion thereof owned or exclusively leased by a governmental entity at the time the contribution is solicited, offered, accepted, or made. "Public property" does not, however, include any portion of a building that is rented or leased from the governmental entity by a private person or entity.
- (c) All persons seeking to do business with Vermilion Regional Airport Authority shall comply with the requirements of Vermilion Regional Airport Authority's Procurement Policy, including the Political Contribution Disclosure requirements therein. See Chapter 5 of the Vermilion Regional Airport Authority Code.

## **6-9 PROHIBITED POLITICAL ACTIVITY.**

### **6-9-1 Prohibited Political Activity Defined.**

*Prohibited political activity means:*

- (a) preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event; soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event;

- (b) soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution;
- (c) planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- (d) surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- (e) assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question;
- (f) soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;
- (g) initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
- (h) making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
- (i) preparing or reviewing responses to candidate questionnaires;
- (j) distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
- (k) campaigning for any elective office or for or against any referendum question;
- (l) managing or working on a campaign for elective office or for or against any referendum question; serving as a delegate, alternate, or proxy to a political party convention; or
- (m) participating in any recount or challenge to the outcome of any election.

#### **6-9-2 Prohibitions.**

- (a) No employee subject to this ordinance shall intentionally perform any prohibited political activity during any compensated time. Nor shall such person intentionally use any public property or resources in connection with any prohibited political activity for the benefit of any campaign for elective office, any political organization or for or against any referendum question.
- (b) No person subject to this ordinance shall at any time intentionally misappropriate the services of any employee by requiring that employee to perform any prohibited political activity (1) as part of that employee's duties, (2) as a condition of employment, or (3) during any time off that is compensated, including, but not limited to vacation, holidays or personal time off.
- (c) No person subject to this ordinance shall require an employee at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of salary adjustment, bonus, compensatory time off, continued employment or otherwise awarded any additional compensation or employee benefit in consideration of participating in any prohibited political activity.
- (d) No person subject to this ordinance shall award an employee any additional compensation or employee benefit, in the form of salary adjustment, bonus, compensatory time off, continued employment or otherwise awarded any additional compensation or employee benefit in consideration of voluntarily participating in any prohibited political activity.
- (e) No person subject to this ordinance shall deny or deprive an employee of employment or tenure solely because such person is a member or an officer of a political committee, political party, political organization, or political club.
- (f) No person subject to this ordinance shall require an employee to (1) purchase tickets, solicit others to purchase tickets, sell, distribute, or receive payment for political tickets for any political fundraiser or campaign fund for a specific candidate for political office or (2) financially contribute to any

political organization, political party, political rally, political fundraiser, political meeting or political event.

- (g) No person subject to this ordinance shall intentionally solicit or accept campaign contributions upon the real property of a governmental entity subject to this ordinance. An inadvertent acceptance of a campaign contribution shall not be considered a violation of this ordinance, if reasonable and timely action is taken to return the contribution to its source.
- (h) Nothing in this section prohibits activities that are otherwise appropriate for an employee to engage in as a part of his or her official employment duties or activities that he or she undertakes on a voluntary basis as permitted by law.

## **6-10 CONFLICTS OF INTEREST.**

### **6-10-1 Financial Interest Disclosure.**

- (a) All officers subject to this ordinance shall disclose their fiscal interests and holdings in any business seeking a relationship with the government entity in which the officer holds office where such person has an ownership interest of 7 ½% or greater in the manner required by the Public Officer Prohibited Activities Act, (50 ILCS 105/0.01 et seq.).
- (b) An officer making a disclosure as required by paragraph (a) shall:
  - (i) publicly disclose the nature and extent of interest prior to or during deliberations concerning the proposed award of the contract;
  - (ii) withdraw from discussion of the subject matter; and
  - (iii) abstain from any vote on the award of the contract.

### **6-10-2 Conflict of Interest.**

- (a) No person, subject to this ordinance and while representing or employed by their governmental entity, shall engage in any act that conflicts with the performance of such person's official duties. A conflict of interest exists whenever official action could result in a personal advantage or disadvantage to the interested person, including, but not limited to the following:
  - (i) receives or has any fiscal interests in any purchase, sale, or lease to or by the governmental entity where that purchase, sale or lease was obtained with prior knowledge that the business entity intended to take such action;
  - (ii) represents, or whose firm represents, any individual or business entity who would receive direct financial benefit because of the official action under consideration;
  - (iii) accepts or seeks any employment, travel, compensation, or gift from any person doing business or seeking to do business with the governmental entity for which person has responsibility;
  - (iv) receives or accepts a gift, compensation, or travel that was given for the purpose of obtaining special consideration or to influence official action where a reasonable and prudent person would believe that the purpose was to obtain special consideration or to influence official action; or
  - (v) violates any provision of the Public Officer Prohibited Activities Act. (50 ILCS 105/0.01 et seq.)
- (b) Any officer who has a conflict situation should abstain from discussion and shall not vote on any contract with the person or business entity involved in the conflict. If the conflict situation is prohibited by the Public Officer Prohibited Activities Act, an officer cannot avoid it by abstaining from discussion or vote on the contract.
- (c) Anyone who becomes aware that they may have a conflict of interest that arises during their official duties shall notify, in writing, their ultimate jurisdictional authority or the ethics adviser of such conflict. The ethics adviser shall state the disposition of the potential conflict in writing and maintain

an official copy of such disposition. No officer shall participate in deliberations where such officer has a conflict of interest as defined by this ordinance and shall not participate in the decision.

- (d) Notwithstanding any other law or ordinance, a person, his or her family members living with that person is ineligible to serve on a Board, commission, authority, or task force authorized or created by the governmental entity with respect to which such person serves (1) if that person is entitled to receive more than 7 ½% of the total distributable income under a contract let by such entity other than an employment contract or (2) if that person together with his or her family member living with that person are entitled to receive more than 15% in the aggregate of the total distributable income under a contract let by such entity other than an employment contract; except this provision does not apply to any of the following:
- (i) a person, his or her family member living with that person, who is serving in an elective public office, whether elected or appointed to fill a vacancy; and
  - (ii) a person, his or her family member living with that person, who is serving on an advisory body that makes non-binding recommendations to an agency of the governmental entity but does not make binding recommendations or determinations or take any other substantive action.

### **6-10-3 Future Employment.**

- (a) No person subject to this ordinance, may accept or discuss an offer of future employment with any individual or business entity doing or seeking to do business with the governmental entity such person serves if either:
- (i) The person knows or has reason to believe that the offer of employment was intended as compensation or reward or to influence official action pertaining to the business entity; or
  - (ii) The person has decision-making responsibility for a matter and that individual or entity is offering employment to the decision maker unless that person has disclosed in writing to his or her ultimate jurisdictional authority that the employee intends to discuss future employment with this person or business entity. In this case, the person shall be removed from any decision-making relative to this person or business entity. This Section shall apply to persons with approval authority, or input on approval or selection, but not to those who fill a review or compliance function in the approval/selection process.
- (b) In the situation where an officer is offered future employment by an individual doing business with such officer's governmental entity, the officer shall promptly, disclose to the ethics adviser, in writing, the intention of discussing future employment and such officer shall withdraw from discussion and shall not vote on any contract with the business entity.
- (c) No former employee or officer of the Authority shall, within a period of one year immediately after the termination of their employment, knowingly accept employment or receive compensation or fees for services from any person or entity to lobby any officer or employee of the county, when during the year immediately preceding termination of employment, that employee or officer (i) participated personally and substantially in a regulatory or licensing decision that directly applied to the person or entity, or its parent or subsidiary; or (ii) participated personally and substantially in the award of a contract or issuance of a change order, with a cumulative value of \$25,000 or more to the person or entity, or its parent or subsidiary.

### **6-10-4 Former Employment Relationships.**

No employee, within one (1) year of entering employment with a governmental entity subject to this ordinance, may participate in the decision making or awarding of a contract to a business entity by whom they were formerly employed unless the employee, in writing, has disclosed the prior employment relationship to such employee's ultimate jurisdictional authority before participating in any decision making regarding the former employer.

#### **6-10-5 Prohibited Employment.**

No person subject to this ordinance shall be employed in any other business, position, or occupation (including self-employment) or have an ownership interest in any company that interferes with such person's official position or the full and proper performance of such person's duties, including, but not limited to:

- (a) Employment with any vendor, individual or entity that transacts any business entity with the governmental entity which such person serves.
- (b) Any employment that interferes with or compromises the employee's position with said governmental entity to further such person's personal interests or those of another.
- (c) Any employment the public may reasonably interpret as conflicting with the person's official duties.
- (d) Any employment that conflicts with said governmental entity's purpose, duties, and interests.

#### **6-10-6 Improper Use of Proprietary or Confidential Information.**

- (a) No person may intentionally disclose or use for his or her personal benefit or for another's benefit any information acquired during official duties, which is not available as a matter of public knowledge or public record.
- (b) The identity of any person reporting any possible or alleged misconduct to the Ethics Officer shall be kept confidential and may not be disclosed without the consent of that person unless the law otherwise requires such disclosure. However, the Ethics Officer may provide any information in his or her possession to any law enforcement agency with jurisdiction to investigate any matter which has come to the Ethics Officer's attention. The confidentiality granted by this section does not preclude the disclosure of a person's identity other than as the source of an allegation. Ethics commissioners, the Ethics Officer, individuals appearing before the commission and their representatives shall not disclose information which may lawfully be exempted from disclosure under the Freedom of Information Act or this ordinance.
- (c) No person subject to this ordinance may intentionally disclose any information discussed during a meeting lawfully closed pursuant to the Illinois Open Meetings Act.

### **6-11 OTHER PROHIBITED CONDUCT.**

#### **6-11-1 Disregard of Obligations Under this Ordinance.**

- (a) Subject to constitutional and statutory limitations, no person shall refuse to cooperate during an investigation or with requests for information from the Ethics Officer and the Board.
- (b) No person shall provide, or cause another to provide, any information such person knows to be false, frivolous, or made in bad faith, to any ethics officer or ultimate jurisdictional authority in relation to their duties under this ordinance.
- (c) No person shall intentionally obstruct or interfere with any ethics officer, investigation, or hearing conducted under this ordinance.

#### **6-11-2 Whistleblower Protection.**

No person subject to this ordinance shall retaliate against any person who has reported a suspected violation of this ordinance in good faith. Any such person who violates the provisions of this Section subjects themselves to disciplinary action which may include, but is not limited to; a demotion, denial of promotion or merit increase, reassignment of responsibilities, or other disciplinary action including termination of employment.

## **6-12 COMPLAINT AND HEARING PROCEDURES.**

### **6-12-1 Complaint Filing Procedure.**

- (a) A person alleging a violation of this ordinance shall submit a written complaint to the Ethics Officer. Such complaint shall include the following:
  - (i) The complainant's name and contact information, including the complainant's mailing address, telephone number, and electronic mail address, if any;
  - (ii) The name, employment position held, and all contact information known to the complaint regarding the person who is the subject of the complaint;
  - (iii) A detailed description of the act or acts alleged by the complainant to be violations of this ordinance; and
  - (iv) A list of all known witnesses who may provide relevant information or testimony regarding the allegations contained in the complaint, along with all known contact information for those witnesses.
- (b) Whenever a person submits a complaint to an officer, governmental entity, or employee subject to this ordinance other than the Ethics Officer, the recipient of such complaint shall immediately forward the complaint to the office of the Ethics Officer.
- (c) Upon receipt of a complaint, the Ethics Officer shall promptly notify the complainant and the Chairperson of the Board in writing of his or her receipt of the complaint, including a copy of the complaint in such correspondence.
- (d) Any person who, acting in good faith, submits a complaint pursuant to this ordinance shall have all of the protections against retaliation afforded to a whistleblower under the provisions of this ordinance and the laws of the State of Illinois, and his or her identity shall be kept confidential and may not be disclosed without his or her consent, unless the disclosure of the person's identity is otherwise required by law. However, the disclosure of the identity of a complainant in any capacity other than as the source of an allegation is not prohibited, and, notwithstanding any other provision of this Ethics Ordinance or the laws of the State of Illinois, the Ethics Officer is authorized to, as he or she deems appropriate, provide any and all information, including the identity of a complainant, to any administrative or law enforcement agency with jurisdiction to investigate any suspected criminality or other impropriety that may come to his or her attention.

### **6-12-2 Investigative Procedure by Ethics Officer.**

- (a) Upon receipt of a complaint, the Ethics Officer shall promptly conduct a jurisdictional investigation to determine whether the Board possesses personal jurisdiction over the person, and subject matter jurisdiction over the act(s), named and alleged in the complaint.
  - (i) Should the jurisdictional investigation result in a finding that the Board does not possess both personal jurisdiction over the person and subject matter jurisdiction over any act, named and alleged in the complaint, then the Ethics Officer shall close the investigation of the complaint, and shall thereafter promptly notify the chairman of the Board and the complainant in writing of the closure of the investigation of the complaint and the basis, therefore. If the Ethics Officer determines that jurisdiction to investigate any person or act alleged named or alleged in the complaint is vested with another authority, prior to closing the investigation, the investigator shall notify the complainant of the proper authority with which the complaint should be filed and, at the option and direction of the complainant (i) forward the complaint to such authority or (ii) provide the complainant with information necessary for the complainant to forward the complaint to such authority unless the public interest requires the inspector general to immediately refer the complaint to the proper authority. The closure of an investigation by the Ethics Officer does not bar the Ethics Officer from resuming the investigation if the circumstances

warrant and is not subject to review by any court or administrative tribunal absent fraud on the part of the Ethics Officer.

- (ii) Should the jurisdictional investigation result in a finding that the commission does possess both personal jurisdiction over the person and subject matter jurisdiction over any act, named and alleged in the complaint, the Ethics Officer shall promptly notify the person subject to the complaint (hereinafter referred to as the "respondent") and the appropriate ultimate jurisdictional authority in writing that a complaint against the respondent has been submitted to the Ethics Officer, and of the act or acts alleged in the complaint, unless, in the sole discretion of the Ethics Officer, such notice would interfere with a potential or ongoing law enforcement investigation or prosecution. The notice shall inform the respondent that they shall, within thirty (30) days of the notice's date, respond in writing to the complaint by submitting a written response to the Ethics Officer's office.
- (b) Upon the Ethics Officer's determination that both personal and subject matter jurisdiction exists over the matter as set forth in paragraph (a) of this section, the Ethics Officer shall promptly engage in a preliminary investigation to determine whether reasonable cause exists to believe that a violation of this ordinance has occurred. During the preliminary investigation, the Ethics Officer may compel testimony under oath and the production of any material from any person or source relevant to the preliminary investigation, and the Ethics Officer may, if necessary, petition the Circuit Court of Vermilion County for the issuance of a court order compelling compliance. The Ethics Officer shall give written notice to a person providing information under this Section of his or her right to (1) refuse to provide self-incriminating testimony; (2) retain an attorney at his or her sole option and expense; and (3) to have such attorney or, if required by any collective bargaining agreement, union representative, present during any interview.
- (c) Upon the conclusion of the preliminary investigation, the Ethics Officer shall promptly issue a written summary report and deliver the same to the Chairperson of the Board, the complainant, the respondent, and the appropriate ultimate jurisdictional authority. The summary report of the preliminary investigation shall include the following:
  - (i) a description of the act(s) alleged in the complaint to be violations of this ordinance;
  - (ii) the finding of the Ethics Officer as to whether reasonable cause exists to believe that a violation of the ordinance has occurred, and the basis therefore;
  - (iii) any recommendation for any corrective or disciplinary action to be taken as a result of the act(s) alleged to be in violation of this ordinance, including but not limited to termination;
  - (iv) determination by the Ethics Officer as to whether a petition for leave to file a formal complaint will be submitted to the Chairperson of the Board; and
  - (v) any other information that the Ethics Officer deems appropriate and relevant to the preliminary investigation, the finding, and any resulting recommendation.
- (d) Should the preliminary investigation result in a finding that no reasonable cause exists to believe that a violation of this ordinance has occurred, the Ethics Officer shall close the investigation of the complaint and shall thereafter promptly notify the chairman of the commission, the complainant, the respondent, and the appropriate ultimate jurisdictional authority, in writing, of the closure of the investigation of the complaint and the basis, therefore. The closure of an investigation by the Ethics Officer does not bar the Ethics Officer from resuming the investigation if the circumstances warrant and is not subject to review by any court or administrative tribunal absent fraud on the part of the Ethics Officer.
- (e) Should the preliminary investigation result in a finding that reasonable cause exists to believe that a violation of this ordinance has occurred, the Ethics Officer may, in his or her sole discretion, promptly submit to the Chairperson of the Board a petition for leave to file a formal complaint against the respondent. The petition shall set forth the act(s) alleged to be in violation of this ordinance, and the grounds that exist to support the issuance of a formal complaint. The Ethics Officer shall submit the petition to the Chairperson of the Board and serve a copy of the petition and

written notice of the submission upon the respondent and the appropriate ultimate jurisdictional authority. The notice shall inform the respondent of the nature of the investigation, the respondent's right to refuse to provide self-incriminating testimony and to retain an attorney at his or her sole option and expense, and that the respondent shall, within thirty (30) days of the date of the notice respond in writing to the petition by submitting a written response to the Chairperson of the Board, with a copy to the office of the Ethics Officer.

- (f) Upon the submission of the respondent's written response to the petition of the Ethics Officer for the issuance of a formal complaint, the Board shall meet and determine whether it shall grant or deny the petition.
  - (i) Should the commission deny the petition, the commission shall close the cause and promptly send written notice of its decision and the basis therefore to the Ethics Officer, the respondent, and the ultimate jurisdictional authority.
  - (ii) Should the commission grant the petition, the petition shall serve as the formal complaint against the respondent and the commission shall set a hearing date within six (6) weeks thereafter and promptly provide written notice of the decision to grant the petition and the hearing date to the Ethics Officer, the respondent, and the ultimate jurisdictional authority.
- (g) During the course of an Ethics Officer's review of any complaint under this Section, the Ethics Officer shall provide a written status report to the Board within thirty (30) days after receipt of a complaint, and every thirty (30) days until the investigation is closed and the cause concluded.

## **6-13 AUTHORIZED DISPOSITIONS.**

### **6-13-1 Recommendations for Discipline.**

- (a) When the Ethics Officer has recommended that a complaint be resolved other than by formal complaint or where the Board has found that a respondent has violated any provision of this ordinance, the commission may recommend to a respondent's ultimate jurisdictional authority one or more of the following courses of disciplinary action against the respondent:
  - (i) To cease and desist offensive action.
  - (ii) A return or refund of money or other items, or an amount of restitution for services, received in violation of this ordinance.
  - (iii) Suspension or termination of an employee.
  - (iv) Donation to a charity of an amount equal to a prohibited gift or excess campaign contribution.
- (b) Upon receipt of any recommendations from the Board under this Section, the ultimate jurisdictional authority of a respondent who violates any provision of this ordinance may take disciplinary action against the respondent, as recommended by the Board or as it deems appropriate, to the extent it is constitutionally permissible for the ultimate jurisdictional authority to take such action. The ultimate jurisdictional authority shall make its action, or determination to take no action, available to the public.

### **6-13-2 Imposition of Fines.**

- (a) The Board may impose an administrative fine of up to \$5,000 per violation against any person who violates any provision of this ordinance, which shall require it to be deposited into the Authority's general revenue fund.
- (b) No ultimate jurisdictional authority may waive or reduce any fine imposed under this Section.

**6-13-3 Collective Bargaining Restriction.**

Any recommendation for discipline or any action taken against any employee pursuant to this ordinance by the commission is subject to the provisions of any collective bargaining agreement or merit commission action that apply to the employee on the effective date of this ordinance. Collective bargaining agreements executed after the effective date of this ordinance shall include a provision which incorporates the substantive terms of this ordinance as part of such agreement.

**6-14 ADMINISTRATIVE REVIEW.**

**6-14-1 Administrative Review.**

The decision of the Board to dismiss a complaint is not subject to administrative review under the Illinois Code of Civil Procedure. The Board's imposition of any penalty, fine or sanction is a final decision and subject to administrative review pursuant to the Illinois Code of Civil Procedure.

## **CHAPTER 7 PREVAILING RATE OF WAGES**

### **Sec. 7-1 RATE OF WAGES.**

To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of Vermilion Regional Airport Authority is hereby ascertained to be the same as the prevailing rate of wages for construction work in Vermilion County area as determined by the Department of Labor of the State of Illinois as of June of the current year. A copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Vermilion Regional Airport Authority. The definition of any terms appearing in this Chapter which are also used in the previously mentioned Act shall be the same as in said Act.

### **7-2 APPLICABILITY.**

Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Vermilion Regional Airport Authority to the extent required by the previously mentioned Act.

### **7-3 AVAILABILITY OF RATE OF WAGES/CONTRACT SPECIFICATIONS.**

The Vermilion Regional Airport Authority shall publicly post or keep available for inspection by any interested party in the primary office of the Vermilion Regional Airport Authority this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

### **7-4 MAILING OF RATE OF WAGES.**

The Vermilion Regional Airport Authority shall mail a copy of this determination to any employer, and to any association of employers and to any person or Association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

### **7-5 FILING.**

The Vermilion Regional Airport Authority shall promptly file a certified copy of this Ordinance with the Secretary of State Index Division and the Department of Labor of the State of Illinois.

### **7-6 PUBLICATION.**

The Vermilion Regional Airport Authority shall cause to be published in a newspaper of general circulation within the area a notice of the determination made hereby, and such publication shall constitute notice that such determination is effective.

# **CHAPTER 8 REGULATIONS FOR AIRPORT SPECIAL EVENTS**

## **8-1 REGULATIONS.**

### **8-1-1 Insurance.**

The organizers of any special event to be held wholly or in part on any Airport property, runway, taxiway, or ramp shall provide the Airport Authority with a Certificate of Insurance naming the Airport Authority, its officers, agents, employees and representatives, as additional insureds. This Certificate shall cover the entire time for which the permit is issued and shall include, at a minimum, a liability insurance policy, or policies in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury to any one person or for any one accident. The Airport Authority reserves the right to require additional or lesser amounts of insurance depending on the planned activities.

### **8-1-2 Clean-up.**

The site of an event shall be cleaned and restored to its pre-event condition within twenty-four (24) hours of the end of the activity, unless otherwise arranged by prior written agreement with the Airport Manager.

## **8-2 RESPONSIBILITIES OF EVENT SPONSORS AND ORGANIZERS.**

### **8-2-1 Rules and Regulations.**

Event sponsors must strictly comply with all applicable laws, ordinances, and regulations pertaining to the event. It is the special event sponsor's responsibility to see that all Rules and Regulations of the Airport Authority are adhered to and that all participants are fully informed and aware of these Rules and Regulations by providing them with a printed copy. Special event sponsors must show evidence of compliance with all local, state, and federal regulations pertaining to their planned activities. The special event sponsor shall be responsible for obtaining permits or approval required by other local, state, and federal agencies before a special event permit is issued by the Airport Authority. **The Airport Manager is to file the IDOT [AER 100](#) 90 days prior to any Airfield Special Events.**

### **8-2-2 Sponsor Presence Required.**

During the special event, the sponsor of the event must be present at the scene, either personally or through employees, agents or representatives who have been designated in the special event permit, throughout the entire course of the event. At least one sponsor, employee, agent, or representative present at the event must have in his or her possession a copy of the approved special event permit. Special events involving aerial activities that are not of a routine nature for the Airport will require approval by the Airport Manager of an "air boss" designated by the sponsor or organizer who is experienced in directing and controlling the aerial activities planned for the event.

### **8-2-3 Layout Plan.**

The special event sponsor must prepare a diagram or plan showing the event's layout, including restrooms, first aid facilities, emergency vehicle access, tents, barricades, fencing or other temporary accessories. If the event is a parade, race, march, demonstration or walk, the diagram or plan must illustrate the entire course of the event.

# **CHAPTER 9 ATTORNEY RETENTION**

## **9-1 ATTORNEY RETENTION.**

The following constitutes the Vermilion Regional Airport Authority's ("Authority") policies and procedures regarding retaining and working with attorneys.

## **9-2 PURPOSE OF POLICY.**

From time to time, it will be necessary for the Authority to retain counsel for purposes such as receiving advice and/or representing its interests in a variety of forums. The Authority believes that it is advantageous to utilize attorneys on an on-going basis so that familiarity with the Authority's needs, wishes and desires can be achieved. This policy is designed to promote and encourage the prospect of long-term, mutually beneficial relationships between the Authority and the attorneys that successfully perform on its behalf.

## **9-3 COMMUNICATING WITH THE AUTHORITY.**

The Authority Chairperson or Airport Manager will be primarily responsible for communicating with the Authority's attorneys and, when necessary, will bring issues to the Chairperson and/or Board for consideration or direction. The Authority Chairperson or Airport Manager may invite the Authority's attorney for a direct presentation to the Board. All Board members are welcome to communicate with the Attorney regarding any questions they may have but should reserve most questions for Airport Authority Board Meetings.

## **9-4 LITIGATION.**

### **9-4-1 Litigation Strategy.**

Litigation strategy should be developed as early in a lawsuit as possible and continually updated as necessary thereafter. In general, all strategy decisions should be discussed with the Board. Each attorney should provide notice to the Airport Board prior to engaging in any of the following activities:

- (a) preparing dispositive motions;
- (b) preparing a counter or cross claim or bringing claims against new parties;
- (c) removing an action to federal court or preparing a motion for change of venue;
- (d) selecting or retaining expert witnesses and/or consultants; and
- (e) preparing post-trial motions.

### **9-4-2 Attorney to Update Board.**

For each litigation matter assigned, the attorney shall provide the Airport Board with frequent updates or upon the occurrence of significant events warranting notice to the Authority.

## **9-5 EXPENSES.**

### **9-5-1 Itemization Required.**

Subject to the following, the Authority will pay for separately itemized expenses customarily charged by law firms, however, in no event will the Authority pay in excess of the actual cost incurred by the firm for the expense. In all instances, expenses for experts, consultants or other costs must be pre-approved. The Authority expects that hourly rates for attorneys will incorporate all overhead and internal charges associated with a firm's practice such as administration, accounting, library, word processing or other clerical time.

### **9-5-2 Incidental Expenses.**

It is the Authority's policy that any significant document reproduction be pre-approved except in emergencies where time does not permit. Generally, the Authority expects to pay no more than ten cents per copy. The Authority will pay for messenger or overnight mail services provided that such services are necessary. The Authority expects that such services will only be used in exceptional circumstances that could not have been avoided by advance planning. In the event an attorney is required to travel out of town in connection with work being performed for the Authority, the Authority will pay expenses pursuant to the Authority's adopted travel policy.

## **9-6 BILLING STATEMENTS.**

### **9-6-1 Monthly Billing.**

Billing for legal services should be sent monthly to the Airport Manager and Office Manager. Bills should be submitted within thirty (30) days after the end of the month in which the services were performed, or the expenses incurred. Any bills for legal services must contain the following information:

- (a) a separate statement or section for each matter an attorney handles for the Authority;
- (b) the name, status, and billing rate of each professional;
- (c) a detailed description of the type of work being performed by each individual and the amount of time expended to complete each task;
- (d) a total charge for each matter for the billing period and the cumulative totals for the matter being billed; and
- (e) an itemized listing of all disbursements/expenses and their associated costs, including the date the expense was incurred with copies of supporting receipts or invoices.

### **9-6-2 Billing Increments.**

The Authority will not accept billing in increments greater than Fifteen (15) minutes (also expressed as a rate of 0.25).