

Shea, Susan R

To: Patrick, Christopher
Subject: Lease for FBO at Edgar County Airport

Via fax to 217: 465-7622

Chris:



please FAX me a copy of the lease that is in question. Also please provide the list of violations that caused your board to terminate the lease.

Fax 217 524 1022 or email is great.

Thanks SHEA

Susan R. Shea, Ph.D.
Director
Aeronautics
217-785-8515
Susan.Shea@Illinois.gov

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 Please consider the environment before printing this e-mail 

Shea
CH

FAX COVER SHEET

EDGAR COUNTY AIRPORT
15551 AIRPORT RD
PARIS, IL 61944
217-251-2304 CELLPHONE
800-647-8043 FAX

DATE AND TIME: 12-6-2012 - 3:00 AM,

PAGES INCLUDED: 13

FAX NUMBER: 217-524-1022

FROM: CHRIS PATRICK

ATTN: SUSAN SHEA

COMMENTS: _____

**Edgar County Airport
15551 Airport Rd.
Paris, IL 61944
Cell 217-251-2304
Fax 800-647-8043**

June 15, 2012

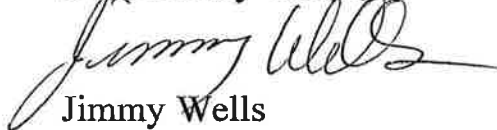
Rusty Bogue
Best in Flight
15551 Airport Rd
Paris, IL 61944

It is that time again; I and the staff at Edgar County airport are looking forward in working with you and your Ag Program.

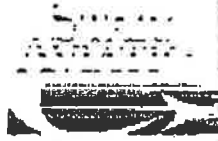
I am sending a copy of the Aerial Application Agreement, request proof of insurance on each airplane and Illinois Dept. of Agriculture commercial aerial applicator licenses while operating at Edgar County Airport. Sign the Aerial Application Agreement and fax (800-647-8043) long with applicator licenses and proof of insurance.

Feel free to contact me with any question. Cell 217-251-2304

Successfully Yours,



Jimmy Wells
Edgar County Airport
15551 Airport Rd.
Paris, IL. 61944



A Member Company of C.V. Starr & Co., Inc.
3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: EDGAR COUNTY AIRPORT
15551 AIRPORT ROAD
PARIS, IL 61944

Named Insured: RSB AVIATION, INC DBA BEST IN FLIGHT
15551 AIRPORT ROAD
PARIS, IL 61944

Policy Period: From JULY 5, 2012 To JULY 5, 2013

Policy Number: 9977-5104-01

Issuing Company: FEDERAL INSURANCE COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Liability Coverages	NON-CHEMICAL		CHEMICAL	
A. Bodily Injury -- excluding Passengers	\$ 100,000. 300,000.	each person each occurrence aircraft liability aggregate	\$ 100,000. 300,000. 300,000.	each person each occurrence aircraft liability aggregate
B. Property Damage	100,000.	each occurrence aircraft liability aggregate	100,000. 100,000.	each occurrence aircraft liability aggregate
C. Passenger Liability		each person each occurrence	Not applicable Not applicable	
D. Single Limit -- Property Damage & Bodily Injury, excluding Passengers		each occurrence aircraft liability aggregate		each occurrence aircraft liability aggregate
E. Medical Expense -- including Crew	NOT APPLICABLE NOT APPLICABLE	each person each occurrence	Not applicable Not applicable	
I. Airport Premises Liability	N/A N/A	each occurrence premises liability aggregate	Not applicable Not applicable	

Chemical Limits of Liability are part of and not in addition to the Non-chemical Limits of Liability.
All liability arising from any one occurrence shall not exceed the Non-chemical Limits of Liability.

F.A.A. CERT. NO.	MAKE AND MODEL	YEAR BUILT	INSURED VALUE	DEDUCTIBLES		LIEN AMOUNT
				NOT IN MOTION	IN MOTION, INGESTION, OR MOORING	
N7290V	CALLAIR A-9	1966	\$ NOT COVERED	\$ N/A	N/A	\$
N7292V	CALLAIR A-9	1969	NOT COVERED	N/A	N/A	

Certificate Number: 3.1
Issued By and Date: JULY 6, 2012 (CL)

Starr 10295 (2/08)

By 
(Authorized Representative)

**Edgar County Airport
15551 Airport Rd.
Paris, IL 61944
Cell 217-251-2304
Fax 800-647-8043**

July 5, 2012

Rusty Bogue
Best in Flight
15551 Airport Rd
Paris, IL
61944

Rusty Bogue,

As acting Edgar County Airport Manager I have requested proof of liability insurance covering each plane flying with your AG Spraying operation. Knowing how important it is to your operation and the fanatical security of the Edgar County Airport in case of mishaps. This is not a new ruling it has been a policy from beginning of the Crop Dusting Program.

Since I have not received a copy of said Aircraft Certificate of Insurance I am requesting you stop operations of your AG Spraying operations until you can supply valid proof of Aircraft Insurance.

Failure to comply with this request will put your continued operation from the grounds of the Edgar County Airport in jeopardy.

Successfully Yours,

Jimmy Wells
Edgar County Airport
15551 Airport Rd.
Paris, IL. 61944

ADDITIONAL INSURED ENDORSEMENT

In consideration of AN ADDITIONAL premium of \$ INCLUDED, this policy is amended as follows:

The following is included as an additional insured, but only with respect to the operation of the aircraft by the named insured:

EDGAR COUNTY AIRPORT
15551 AIRPORT ROAD
PARIS, IL 61944

For the purposes of this endorsement only, coverage

- 1) only applies with respect to such insurance as is afforded by coverages A, B, C, D, or I;
- 2) does not apply to any liability arising from the selection or use of chemicals manufactured, sold, handled, or distributed by the additional insured;
- 3) is excess coverage only and applies only after all other coverage available to the insured has been exhausted;
- 4) is further subject to the following:

All other provisions of this policy remain the same.

This endorsement becomes effective JULY 5, 2012 to be attached to and hereby made a part of:

Policy No. 9977-5104-01

Issued to R&B AVIATION, INC DBA BEST IN FLIGHT

By FEDERAL INSURANCE COMPANY

Endorsement No. TBA

Date of Issue JULY 6, 2012 (CL)

By 
(Authorized Representative)

This e-mail and any files (attachments) with it are confidential and intended solely for the use by the individual or entity to whom they are addressed. If you receive this e-mail in error please notify the sender.

No coverage can be bound without written confirmation from a licensed agent.

From: Rusty Bogue [mailto:bestinflight@gmail.com]
Sent: Thursday, August 09, 2012 10:06 AM
To: Rita Goodman
Subject: Re: Workers Comp policy

Yes. I'll get on it

Sent from my Verizon Wireless BlackBerry

From: Rita Goodman <ritag@dimondbros.com>
Date: Thu, 9 Aug 2012 13:12:57 +0000
To: bestinflight@gmail.com<bestinflight@gmail.com>
Subject: Workers Comp policy

Rusty, could I get a Certificate on your Workers Comp policy for my files as well??? Thanks much.

Rita A Goodman

Dimond Bros. Insurance Agency, Inc.

111 Sheriff St.

PO Box 1090

Paris, IL 61944

Phone: 217.465.5041 x324

Fax: 217.466.6112

email: RitaG@DimondBros.com <<mailto:RitaG@DimondBros.com>>

Rita Goodman

From: Rusty Bogue <bestinflight@gmail.com>
Sent: Friday, August 24, 2012 8:48 AM
To: Rita Goodman
Subject: Re: Workers Comp policy

Not yet give me some time I haven'tn for gotten Sent from my Verizon Wireless BlackBerry

From: Rita Goodman <ritag@dimondbros.com>
Date: Fri, 24 Aug 2012 13:38:56 +0000
To: 'bestinflight@gmail.com'<bestinflight@gmail.com>
Subject: RE: Workers Comp policy

Any luck on this paperwork? Still waiting.

Thank you.

Rita A Goodman

Dimond Bros. Insurance Agency, Inc.

111 Sheriff St.

PO Box 1090

Paris, IL 61944

Phone: 217.465.5041 x324

Fax: 217.466.6112

email: RitaG@DimondBros.com

*** Notice***

CHARTIS AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Producer: DAVIDSON SOLID ROCK INSURANCE P.O. DRAWER 1099 CLINTON, AR 72031	Named Insured: RSB AVIATION, INC. D/B/A BEST IN FLIGHT 15551 AIRPORT ROAD PARIS, IL 61944
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General Liability			
Insurer Name:		NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	
Policy Number:		AP 080777325-01	
Policy Effective Date:		AUGUST 3, 2012	Policy Expiration Date: AUGUST 3, 2013
Limits of Insurance	\$	1,000,000.	Each Occurrence Limit
	\$	NOT COVERED	Damage To Premises Rented To You Limit (any one premises)
	\$	NOT COVERED	Medical Expense Limit (any one person)
	\$	NOT COVERED	Personal & Advertising Injury Aggregate Limit
	\$	NOT APPLICABLE	General Aggregate Limit
	\$	NOT COVERED	Products/Completed Operations Aggregate Limit
	\$		Hangarkeepers Limit
	\$	NOT COVERED	Each Aircraft Limit
	\$	NOT COVERED	Each Loss Limit
\$	NOT APPLICABLE	Hangarkeepers Deductible (each aircraft)	
General Aggregate Limit applies per:		<input checked="" type="checkbox"/> Policy	<input type="checkbox"/> Project <input type="checkbox"/> Location

Description of Operations/Locations/Endorsements/Special Provisions

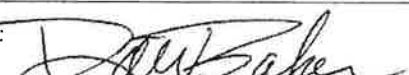
Coverage is subject to Date Recognition Exclusion Clause.
 THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.
 THE COMPANY AGREES TO PROVIDE CERTIFICATE HOLDER WITH THIRTY (30) DAYS (TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM) NOTICE OF CANCELLATION.

Additional Insured Status YES

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Cancellation

In the event of cancellation of any policy described above, the insurer will attempt to mail 30 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Certificate Holder: EDGAR COUNTY AIRPORT 15551 AIRPORT ROAD PARIS, IL 61944	Certificate No. 1
Authorized Representative: 	AUGUST 6, 2012 LBM Date of Issue

CHARTIS AEROSPACE INSURANCE SERVICES, INC.
CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: EDGAR COUNTY AIRPORT
15551 AIRPORT ROAD
PARIS, IL 61944

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAS/HAVE BEEN ISSUED TO:
RSB AVIATION, INC. D/B/A BEST IN FLIGHT
15551 AIRPORT ROAD
PARIS, IL 61944

AIRCRAFT POLICY NO. AV 080777324-01
 POLICY PERIOD: From AUGUST 3, 2012 to AUGUST 3, 2013
 INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

LIABILITY COVERAGES		LIMITS OF LIABILITY	
		EACH PERSON	EACH OCCURRENCE
Bodily Injury Excluding Passengers	\$	_____	\$ _____
Property Damage	\$	XXXX	\$ _____
Passenger Bodily Injury	\$	_____	\$ _____
Single Limit <u>IN</u> cluding Passengers,	\$	XXXX	\$ 1,000,000.
With Passenger Liability Limited To	\$	100,000.	\$ XXXX

PHYSICAL DAMAGE COVERAGE: ALL RISKS, GROUND & IN-FLIGHT				DEDUCTIBLES:		IN-MOTION	LIEN
REGISTRATION NUMBER	MAKE & MODEL	YEAR	INSURED VALUE	NOT IN-MOTION	INGESTION MOORING		AMOUNT
N68158	CESSNA 152	1979	\$ NOT COVERED	\$ 250.	\$ 1,000.	\$	
N89439	CESSNA 152	1979	\$ NOT COVERED	\$ 250.	\$ 1,000.	\$	
N283SC	SPORT CRUISER	2009	\$ NOT COVERED	\$ 250.	\$ 1,000.	\$	
			\$	\$	\$	\$	

OTHER COVERAGES/CONDITIONS/REMARKS
 Coverage is subject to Date Recognition Exclusion Clause.
 ADDITIONAL INSURED WITH WORKMANSHIP EXCLUSION SUBJECT TO FORM CAV02 ATTACHED TO THIS POLICY.

The **Aviation Managers** have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 1

Date of Issue AUGUST 6, 2012 LM

By 
 (Authorized Representative)

A memo from: Rita A Goodman

DIMOND BROS INSURANCE AGENCY, INC

PO BOX 1090; 111 SHERIFF STREET

PARIS, IL 61944

217-465-5041

November 20, 2012

Jimmy Wells
Edgar County Airport
Paris, IL 61944

Jimmy,

Just touching bases with you again regarding Mr. Rusty Bogue and his operation at the Edgar County Airport. Yes we did finally get some paperwork regarding the liability insurance that he carried for his work. I asked him time and time again about a Workers Comp policy. My last email to him was on August 24, 2012 and at that point I told him I was still waiting and he told me hadn't forgotten but hadn't gotten to it yet.

This still concerns me quite a lot regarding any potential exposure for the County. I hope you can address this matter quickly and get it resolved one way or the other.

Thanks much,


Rita A Goodman

**Edgar County Airport
15551 Airport Rd.
Paris, IL 61944**

November 23, 2012

RSB Aviation, Inc.
Rusty Bouge
15551 Airport Rd.
Paris, IL. 61944

Mr. Bogue:

Pursuant to the Hangar Lease dated July 28, 2008 the Edgar County Airport is terminating the tenancy of lessee, RSB Aviation, Inc., effective November 30, 2012. Paragraph 8 provides that "Lessor shall have the right to terminate this agreement at any time, with or without cause, on delivery of written notice to lessee...". The same paragraph further provides that "...upon such termination (lessee) shall immediately remove all property from said airport". Let this letter serve as written notice of lease termination and a demand to vacate the premises of the Edgar County Airport.

It is anticipated that you will have all personal property and the property of, or under the control of, RSB Aviation, Inc. removed from the Edgar County Airport premises by December 31, 2012. Failure to do so will indicate your preference for formal litigation to be initiated.

Jimmy Wells



Airport Manager
Edgar County Airport Authority

HANGAR LEASE

THIS AGREEMENT entered into this 28th day of July, 2008 at Paris, Illinois by and between Edgar County, Lessor, and _____, Lessee

In consideration of the payment of 55⁰⁰ Dollars (\$ 55⁰⁰) per month payable on the first day of each month Lessor agrees to let for a period _____ commencing on the _____ day of _____, 2008, the herein designated T-Hangar _____ or tie down lot _____ or hangar space _____ subject to the conditions and covenants herein contained to be used solely for the purpose of airplane No. _____ make and model _____ year _____, registered in the name of the Lessee, which airplane is insured by _____, and Lessee covenants with Lessor as follows:

1. To abide by all rules and regulations of the FAA, State of Illinois and Edgar County Airport and any other duty constituted public authority having jurisdiction.
2. To not sublet or permit any person to use any office space, hangar, T-Hangar, storage space, field storage privilege, or any other right or privilege in or on the airport property.
3. To accept all facilities on the lease premises on an "as-is" basis, and Lessor disclaims and Lessee accepts such disclaimer of any warranty, express or implied, of the conditions, use or fitness of, the facilities including doors, interiors, walls, floors, ropes, rings, chains, tie down facilities or otherwise and Lessee assumes full responsibility to furnish any equipment necessary to properly secure his aircraft.
4. To accept and recognize that Lessee is responsible for setting parking brakes, placing chocks, and tying down and checking Lessee's aircraft and closing doors at all times.
5. To agree the Lessee will not hold the County of Edgar or any of their officers, agents, or employees or airport committee members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any cause whatsoever, whether the cause be direct, indirect, or merely a contributing factor in producing the loss to any property that may be present, located or stored in or near the Edgar County Airport, whether such loss is occasioned by the negligence of Lessor, Edgar County, or their officers, agents, employees or airport committee members, saving only and except intentional damage intentionally causing such loss, and Lessee agrees that all property of Lessee and its contents are stored and maintained or are present at Edgar County Airport at Lessee's risk.
6. Lessee agrees to indemnify, defend and save Edgar County, their agents, officers, employees and airport committee members harmless from and against any and all liability or loss arising from claims or court action arising directly or indirectly out of this lease or the acts of Lessee, Lessee's agents, servants, guests or business visitors or by reason of any act or omission if such liability or loss is occasioned by the negligence of Edgar County, their employees, agents, officers, or members of the Edgar County Airport Committee.
7. In the event of any misrepresentation or default of the aforementioned representations by Lessee, or in the event of default hereunder by Lessee, Lessor shall have the right to ground all airplanes and to padlock all offices, shops, bays and T-Hangars of Lessee.
8. Lessor shall have the right to terminate this agreement at any time, with or without cause, on delivery of written notice to the Lessee at Lessee's last known address and upon refunding a pro rata amount of any prepaid rent and Lessee, upon such termination, shall immediately remove all property from said airport.
9. Lessor shall have the right to enter said premises at any time for inspection or to make repairs, additions or alterations as may be necessary for the safety, improvement or preservation of the premises, but Lessor shall have no obligation to do so and shall not be liable for any failure to do so.
10. Lessee assumes and agrees to pay all damage to any property of Lessor during the terms of the Lease resulting from any act or neglect on the part of Lessee, its agents, employees, officers, invited guests or others in and about the leased premises.
11. Lessee agrees not to keep or store any fuel, products or properties of flammable or explosive nature and agrees only to fuel any airplanes, machinery or equipment at the gas pumps, or fuel refueling equipment operated by Lessor.
12. Lessor shall have the option at any time during the period of this lease, for good cause shown, to change Lessee's hangar to another one of sufficient size or natural dimension to house Lessee's airplane, and upon notice from and demand by Lessor, Lessee agrees to comply promptly with such change.
13. Lessee shall furnish to Lessor keys to any and all locks on the leased premises.
14. Lessee agrees to park any motor vehicles at the regular parking facilities at the airport or inside Lessee's hangar when the Lessee's airplane is removed for flying or servicing.

Lessee agrees to conduct no commercial business nor to permit anyone to conduct such business in or upon the leased premises.

LESSEE
by [Signature]

Jimmy Wells Manager
LESSOR, EDGAR COUNTY
by Jimmy Wells Manager
Airport Manager

Rusty Bogue
RSB Aviation, Inc. DBA Best in Flight
15551 Airport Rd.
Paris, IL. 61944

Questionable:

Air Charter Service
Part 135 Certificate

Aerial Agriculture Operation
Part 137 Certificate