

AIRPORT MANAGER'S CONTRACT

THIS AGREEMENT made and entered in this 10th day of August, 2011 by and between THE EDGAR COUNTY AIRPORT COMMITTEE on behalf of the County of Edgar, hereinafter called County or Party of the First Part and JIMMY D. WELLS, hereinafter referred to as Party of the Second Part,

WITNESSETH;

WHEREAS, the Party of the First Part desires to employ the Party of the Second Part to manage and operate the Edgar County Airport for the three year period of April 11, 2011 to April 11, 2014, and

WHEREAS, the Party of the Second Part desires to be so employed by said County.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. Said Second Party shall be and hereby is employed as Manager of the Edgar County Airport for a period of one ³/₁ year commencing as of the date of this contract. The parties agree to consult annually concerning the obligations, duties and payments hereunder with view toward attempting to prevent any hardships upon either manager or County and to attempt to assure that airport services are available to the general public in the greatest degree and with view toward attempting to raise revenues for the County.
2. Said Second Party's duties as such Manager shall be as follows: To supervise all activities of said airport; to maintain such airport records as may be required by the Edgar County Airport Committee and/or the Edgar County Board to enforce any rules or ordinances of said Committee or Board relative to said airport; to inspect and correct or to report to said Committee or Board any condition at such airport which may require correction or alteration; to operate and properly inspect the airport lighting system; and to perform such other duties as may from time to time be assigned or which may be reasonably required for the proper and safe operation and maintenance of said Airport.
3. As compensation for such services to be rendered by the Second Party as Manager of the Edgar County Airport, the County shall pay the said Second Party the following sums:
 - A. For performing the duties set forth herein and for providing the labor involved in snow removal and cutting weeds, provided the County supplies and maintains fuel and equipment for such purposes, the sum of Thirteen Thousand Five Hundred dollars (\$13,500.00) per year, effective April 11, 2011. This yearly salary is subject to increase by vote of the Edgar County Board.
 - B. Enrollment in the Illinois Municipal Retirement Fund and term life

insurance.

- C. The County grants permission to Jimmy D. Wells to use a small area inside the Main Hangar, designated as the Manager's work area.

4. The County shall maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport together with the right to direct and control through the County Airport Committee all activities of the Second Party in this regard and the Second Party shall keep said grounds and facilities in a clean and sightly condition.
5. The County reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction. Furthermore, the Second Party is prohibited from erecting or permitting to be erected any building or other structure on the airport without being so directed by the County Airport Committee.
6. The County shall have the right to enter into any agreements with the United States Government for military aircraft or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or areas of facilities of the airport. If any such agreement is executed, the provision of this instrument, insofar as they are inconsistent with the provisions of the agreement with the government, shall be suspended.
7. The agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States or the State of Illinois relative to the operation and maintenance of the airport, the execution which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of said airport.
8. Party of the Second Part may not assign this contract to any individual or corporation.
9. Second Party agrees to make no contract or enter upon any expenditures binding upon the County in excess of Five Hundred (\$500.00) Dollars without prior approval of either the County Airport Committee or the County Board and only if there are available appropriations for such purpose.
10. If, for a temporary period, Second Party shall be unavailable to perform the duties hereunder, said Second Party shall designate, subject to approval of the County, a person on such temporary basis to act as agent for Second Party in fulfilling its obligations under this contract.

insurance.

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10. If, for a temporary period, Second Party shall be unavailable to perform the duties hereunder, said Second Party shall designate, subject to approval of the County, a person on such temporary basis to act as agent for Second Party in fulfilling its obligations under this contract.

EXECUTED this 10th day of August, 2011 pursuant to action of the Edgar County Airport Committee.

EDGAR COUNTY

by EDGAR COUNTY AIRPORT COMMITTEE

Jimmy D. Wells
Jimmy D. Wells - Second Party

Kevin Kozdon
First Party - Committee Chair

I move for the approval and confirmation of the foregoing Airport Manager's Contract.

Verlin D. Funkhouser

I second the motion for the approval and confirmation of the foregoing Airport Manager's Contract.

Kevin Kozdon

Approved and confirmed pursuant to action of the Edgar County Board as of the 10th day of August, 2011.

Ken Kell
Chairman of the Board

ATTEST: _____ (SEAL)

August H. Griffin
Edgar County Clerk