

**MANAGER AND FIXED BASE OPERATOR AGREEMENT
SHELBY COUNTY AIRPORT AND LANDING FIELDS COMMISSION
SHELBYVILLE, ILLINOIS**

This agreement is entered into the 1st day of **May, 2020** between the Shelby County Airport and Landing Fields Commission (hereinafter referred to as "the Commission") and Shelby County Aviation, LLC, who will act as the Manager and Fixed Base Operator (hereinafter referred to as "FBO"). It is the intent of this whole agreement that FBO be recognized as the Airport Manager acting on behalf of the County of Shelby and the Shelby County Airport and Landing Fields Commission in accordance with FAA regulations.

Whereas, the Commission holds and operates the Shelby County Airport and its related facilities, and desires to maintain and operate said airport in the best interest of the County of Shelby and the aviation users of the airport, and

Whereas, Shelby County Aviation, LLC. has demonstrated that it can provide the required FBO functions and other services for the Shelby County Airport, and

Whereas, under the terms of this agreement the FBO will:

- Provide qualified personnel to manage daily operations of the airport while complying with FAA licensing and operations regulations
- Keep the airport, including the terminal building, open and staffed seven days a week, except on the designated holidays; New Years, Easter, Thanksgiving and Christmas with the minimum hours being; Summer 8 a.m. to 6:30 p.m., Winter 8 a.m. to 4:30 p.m.
- Maintain runways, buildings, terminal and grounds in a clean and orderly manner, insuring that the restrooms and other public spaces are clean and available during all hours of operation
- Mow grass on runways and grounds and trim around buildings, fences, wind T, etc. in a timely manner
- Perform routine maintenance on the terminal building to include cleaning, replacing of light bulbs, and all other routine maintenance items. Maintain and install wind socks as needed. Install and maintain all runway lights and colored lens. Replace lights on the tetrahedron as needed. Maintain airport equipment including mowers and tractors.
- Meet and greet all incoming traffic, whether land or air, welcoming them to the airport and offer routine and customary service, to include but not be limited to tie down assistance, fuel, directions, and any other assistance that might be needed
- Keep gates and hanger doors closed when not in use
- Limit FBO's personal equipment within gates and outside of the buildings, limiting personal equipment to inside the maintenance hanger
- Attend airport related meetings and report on conditions, actions, and needs of the airport and upcoming airport events

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- Make no alterations to airport property or buildings, nor make contracts to do work for the airport without commission approval
- Provide fueling operations 24 hours daily
- Provide maintenance and inspection services for aircraft, observing all applicable safety practices and procedures while complying with any relevant insurance regulations
- Provide appropriate workmen's comp insurance
- Shall maintain liability insurance for all activities within the scope of the FBO duties including but not limited to fly-ins, fund raisers, maintenance and service operations including painting, and other non-landing or housing activities in the amount of \$1,000,000, and shall provide evidence of such insurance to the Commission. Said insurance shall list the Shelby County Airport and Landing Fields Commission as additional insured and hold the County of Shelby and the Shelby County Airport and Landing Fields Commission harmless for any claims arising from activities or actions of the FBO, its employees, agents, or wholly-owned companies or programs. Should FBO provide flight instruction to student pilots, the necessary insurance shall be obtained, and proof of same furnished to the Commission. The FBO shall list the County of Shelby and the Commission as additional insured.
- Get Commission approval for all special events and provide proof of liability insurance to the commission 60 days in advance of such events with the Commission listed as additional insured
- Shall be responsible for any insurance for aircraft, equipment, tools, parts or other contents owned or held by the FBO shall be the sole responsibility of the FBO
- Act as the airport and county liaison with state and federal aviation agencies and will complete on a timely and accurate basis, all necessary reports, applications, and other appropriate papers as may be required

In consideration of and for these services to be provided by the FBO, the Commission agrees to the following:

- Be responsible for all major repairs to the airport facility, grounds, buildings, and other assets commonly assigned to airport facility. The FBO shall notify the Commission as soon as the FBO becomes aware of the need for any major repairs. Light bulbs for the hangars, outside floodlights, runway and taxi lights and lens, all repairs to the radios, navigational aids, tetrahedron, and beacon are the responsibility of the Commission
- Pay a management fee of \$3,500.00 per month to the FBO for management fees.
- Pay all utilities except for heating of the large hangar
- Shall be responsible for land rent paid to the Commission for the commercial T- hangars and for the farm lease

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- Will list FBO as additional insured to the contract of insurance
- Will allow FBO exclusive use of maintenance hangar rent free. **FBO may not sublease hangar space**
- Will allow use of airport office for FBO operations


Whereas, both parties agree that the terms of the agreement shall be for a period of two years commencing on **May 1, 2020 and ending on April 30, 2022**. The parties further agree that if any part of this agreement proves to be unsatisfactory or if either party feels additional terms should be added later, then the parties agree that they will make a good-faith effort to accomplish such changes to the mutual satisfaction of both parties. Failing to reach a mutually satisfactory agreement, both parties further agree that either party shall have the right to terminate this agreement, provided that the party notifies the other party in writing of the intent to terminate this agreement at least sixty (60) days prior to termination, and that both parties shall be responsible for all terms of the agreement during such sixty (60) days notice period.

The FBO shall not assign this Agreement in whole or in part except with written consent of Commission.

It is further agreed that in the event the FBO becomes incapacitated, or becomes financially unable to perform the duties of an FBO for any period of more than thirty (30) days, this agreement may be terminated by either party or their heirs/successors upon ten (10) days written notice to the other party

Now, therefore, for and inconsideration of the terms heretofore set forth the parties hereto agree to this Fixed Base Operator Agreement dated and signed May 1, 2020.

By, Richard D Brown, Chairman Shelby County Airport and Landing Fields
Commission

By, , President Shelby County Aviation, LLC.