

**RESOLUTION OF THE CITY OF FREEPORT, ILLINOIS  
AUTHORIZING AND APPROVING AN AIRPORT MANAGEMENT  
AND FIX BASED OPERATOR AGREEMENT WITH DARRELL  
JANSSEN D/B/A FREEPORT FLITE CENTER**

**RESOLUTION NO. R-2018-41**

WHEREAS, the City of Freeport is a Municipal Corporation and a Home Rule Unit of Local Government of the State of Illinois, pursuant to Section 6 of Article VII of the Illinois Constitution of 1970, as amended (hereinafter referred to as the "City"); and

WHEREAS, the City owns the Freeport Albertus Airport; and

WHEREAS, the City is seeking airport management and fixed based operator services; and

WHEREAS, the City desires to engage the services of Darrell Janssen d/b/a Freeport Flite Center ("Freeport Flight Center") to provide such airport management and fixed based operator services; and

WHEREAS, the City and Freeport Flight Center have reached an accord as to the terms and conditions upon which such services will be provided and have memorialized the same in the agreement attached hereto as Exhibit A and incorporated herein ("Agreement"); and

WHEREAS, the City finds it to be in the best interest of the health, safety, morals and general welfare of its citizens to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, ILLINOIS as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated in this Section 1 as if said recitals were fully set forth.

Section 2. The City Council hereby authorizes and approves the Agreement attached hereto as Exhibit A, or one in substantially similar form, and further authorizes the City Manager to execute such Agreements and any other documents necessary to effectuate the Agreements.

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held invalid, said invalidity shall not affect any other provision of this Resolution.

Section 4. This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

Section 5. That this Resolution is being passed pursuant to the Home Rule Authority of the City of Freeport as given by Section 6 of Article VII of the Illinois

Constitution of 1970, as amended.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT,  
ILLINOIS this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Dovie L. Anderson, City Clerk

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jodi Miller, Mayor

## Freeport Albertus Airport Fixed Base Operator Lease and Airport Management Agreement

This Fixed Base Operator Lease and Airport Management Agreement ("Agreement") is made as of this \_\_\_\_ day of August, 2018 by and between the **City of Freeport, Illinois**, an Illinois municipal corporation ("City") and **Darrell O. Janssen d/b/a Freeport Flite Center** ("Company").

### Recitals

- A. The City owns and operates certain real property and improvements situated thereon located in Stephenson County, Illinois, known as the Freeport Albertus Airport ("Airport"); and
- B. The City, or such agent as the City may designate pursuant to provisions of the Codified Ordinances of the City of Freeport, shall be responsible for the supervision, management and operations of the Airport, including all property in connection therewith; and
- C. The City deems it advantageous to itself and to its operation of the Airport to retain the services of the Company to manage and operate the Airport as hereinafter set forth; and
- D. The Company proposes to lease from the City certain land and improvements situated at the Airport and to avail itself of certain privileges, uses and rights pertaining thereto in order to conduct fixed base operation at the Airport; and
- E. The Company agrees to operate, manage, keep, maintain and improve the Airport in accordance with standards established by the City; and
- F. The City and the Company now desire to enter into this agreement which provides for the lease of portions of the Airport to the Company and sets forth the rights and duties of the Company with respect to the management and operation of the Airport.

**Now, Therefore**, in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in reliance upon the recitals set forth above which are herein incorporated by reference, the City and the Company do hereby agree as follows:

### Article I

#### Fixed Base Operator Lease

The City hereby leases to the Company the below described property, together with any improvements located thereon (the "Premises") along with certain attendant privileges, uses and rights, as specifically set forth below:

1. Premises. The premises consist of the Airport and all easements related thereto, and any and all structures and improvements situated thereon, however excepting therefrom the Public Airport Facilities, as defined herein, and any privately-owned T-Hangar and any portion of the Premises

which the City may have leased to parties other than the Company. The Premises specifically includes, but is not limited to, the office/classroom/terminal building now existing or to be erected, the maintenance shop hangar, the "fuel farm" which consists of two tanks, two pumps, jet fuel truck (through April 30, 2019) and three hangars located in close vicinity to the office, and hangar space as it becomes available and need by the Company is demonstrated to the satisfaction of the City. The City reserves the right, in its sole discretion, to convert the lease granted herein to a license.

2. Description of General Privileges, Uses and Rights. City hereby grants to the Company the following general privileges, uses and right, in common with others, all of which shall be subject to the terms, conditions and covenants set forth herein and all of which shall be nonexclusive privileges, uses and rights at the Airport, and which shall further be subject to the ordinances, rules, and regulations, as now or may hereafter apply, at the Airport:

- 2.1 Use in common with the general public of the Public Airport Facilities and improvements that are now, or may afterwards be, connected with or are appurtenant to the Airport, except as herein provided, to be used by the Company for Commercial Aviation Activities, as defined herein, and fixed base operations.

- 2.2 The right to ingress and egress from the Premises, over and across public roadways serving the Airport for the Company, its agents, employees, servants, patrons, invitees, suppliers of services and furnishers of material.

For the purpose of this Agreement, "Public Airport Facilities" shall include all necessary landing area appurtenances, including, but not limited to, approach areas, runways, taxi ways, public aprons, public automobile parking areas, public roadways, public sidewalks, navigational aids, lighting facilities, public terminal facilities and other public facilities pertinent to the Airport.

3. Description of Specified Privileges, Uses and Rights. In addition to the general privileges, uses and right above described, and without limiting the generality of them, the City grants to the Company the right to engage in Commercial Aviation Activities, as defined in Paragraph 4 below, subject to the conditions and covenants set forth herein.
4. Definition of Commercial Aviation Activities. For the purpose of this Agreement, "Commercial Aviation Activities" are defined as those activities which involve the sale of aviation services and products, for profit, to the general public.
5. Responsibilities of Fixed Base Operator. It shall be the duty and obligation of the Company as the Fixed Base Operator to perform the following duties and to establish, manage, maintain, conduct and offer to the public, on a regular and continuing basis during the term of this Agreement, the following Commercial Aviation Activities to the public and to the City:

- 5.1 A light aircraft repair and service shop for the use and convenience of the public and the City. In this regard, a qualified licensed resident aircraft and power plant mechanic must be available during all regular business hours.

- 5.2 A Federal Aviation Regulation (FAR) Part 61 flight instruction program for light aircraft, providing duly qualified, licensed and certified instructors.

5.3 A private plane operation, including the rental, storage, and service of private planes. At least one IFR single engine aircraft shall be available at all times during this Agreement for flight instruction and rental.

5.4 The sale, storage and furnishing of adequate aviation fuels, lubricates, parts, and accessories to meet the reasonable demands of the public. All sales shall be made in the regular course of business at such commercially reasonable retail prices as the Company shall determine, but without discrimination.

5.5 The City's Unicom communications system shall be operated as needed for the benefit of the public by qualified operators.

5.6 The Manager of the Company, or a designated Company representative, shall attend all City meetings of the department heads and immediately report any major defects or matters of any emergency nature regarding the Airport to the City Manager. The Manager of the Company, or a Company representative shall also make a written report to the City Manager on such matter as the City Manager may from time to time direct.

5.7 The Company shall employ qualified personnel for its fixed base operation.

5.8 The Company shall furnish good, prompt and efficient services adequate to meet all reasonable demands for goods and services for the kind customarily rendered at an airport similar to Freeport Albertus Airport.

5.9 The Company shall furnish goods and service on a fair, equal and nondiscriminatory basis to all users thereof.

5.10 The Company shall charge fair, reasonable and nondiscriminatory charges for all goods and services provided by Company hereunder; provided, that Company may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar types of price reductions to volume purchasers.

## 6. Financial Arrangements.

6.1 Monthly Tie Down Fees. All monthly tie down fees shall be distributed as follows:

6.1.1 All inside hangar overnight storage fees shall be collected and retained by the Company.

6.1.2 All outside tie down fees shall be collect and retained by the Company.

6.2 Fuel flowage Charges. The Company shall pay to the City a \$0.10 per gallon fuel flowage fee for all 100LL and all Jet-A fuel sold. The flowage fee shall be payable the last day of each month for the prior month's fuel flowage during the term of this Agreement.

6.3 Jet-A Fuel Truck. The Company shall purchase or lease, at its sole costs and expense, a Jet-A fuel truck for use at the Airport commencing with the May 1, 2019 budget year and during the remaining term of this Agreement. The City shall continue to reimburse the Company \$1,500.00 per month for Jet-A Fuel Truck related costs through April 30, 2019. Thereafter, the Company shall be responsible for all costs associated with the purchase or lease of a Jet-A Fuel Truck.

7. Further Obligations of the FBO.

7.1 Net Lease. Except as specifically provided herein, the use and occupancy of the Premises by Company shall be without cost or expense to the City.

7.2 Condition of Premises. Company accepts the Premises in its present condition and except as provided herein, without expense to the City, will perform minor repairs and minor maintenance of all improvements situated thereon, and remove or cause to be removed any garbage and debris to the extent required to keep the Premises in a neat and presentable condition at all times. City shall reimburse Company for disposal of all solid waste generated upon the Premises.

7.3 Improvements and Alterations of Premises. No alterations, additions, improvements or expenses in excess of \$1,000.00 shall be made or incurred relating to the Airport by the Company without the prior written consent of the City. Any alterations, additions or improvements made by the Company after such consent shall have been given, and any fixture installed as part thereof, shall at the City's option become the property of the City upon the expiration or termination of the Agreement; provided, however that the City shall have the right to require the Company to remove such alterations, additions, improvements, and/or fixtures at Company's cost upon termination or expiration of this Agreement.

7.4 Maintenance of Premises. Except as otherwise provide herein, Company shall, at its sole cost and expense, provide janitorial services to the Premises and the improvements and appurtenances located thereon and maintain the Premises and the improvements and appurtenances in a commercially presentable condition consistent with good business practice, and in a good, safe, neat, and sightly physical condition. Company shall maintain the Premises in as good a condition as existed at the beginning of the term of this Agreement; reasonable use, wear and tear and damages by the elements excepted.

8. Insurance. On or before the execution of the Agreement, the Company shall deliver to the City Manager for approval, certificates or policies of insurance as evidence that the following types and amount of insurance coverage are in effect during the entire term of this Agreement:

8.1 Liability Insurance. A policy or policies of: general public liability and airport liability insurance of at least \$1,000,000.00 combined single limit for each occurrence. Policies shall name the City as an additional insured.

8.2 Endorsement. All policies of Insurance provided by the Company under this Agreement shall contain an endorsement that written notice of cancellation or of any material change in the policy by the insurer shall be delivered to the City no less than thirty (30) days in advance of the effective date and an endorsement that the City, its officers, agents, employees and volunteers are additional named insureds.

8.3 Optional Purchase by City. In case of failure to procure or maintain the insurance coverage required under the Agreement, the City may, at its discretion and in addition to other remedies afforded it under this Agreement, procure the required insurance, at the cost and expense of the Company, and the Company agrees to promptly reimburse the City for the cost thereof, plus 10% thereof the administrative overhead.

Insurance coverage and limits shall be set by the City, in its sole discretion, and are subject to change or revision if the City determines that such need arises.

9. Indemnification. The Company covenants and agrees to indemnify, hold harmless, and defend, at its expense, the City, its officers, representatives, agents, employees, and volunteers from and against any and all claims or suits for damages or injuries, including death, to any and all person or property of any character, arising out of or incident to the leasing, use, occupancy, management or maintenance of the Premises and any improvements or appurtenances thereon, by the Company, its officers, agents, representatives, employees, contractors, licensees, invitees or patrons, including, but not limited to those claims or suits arising out of the negligent acts or omissions of the Company, its officers, agents, representatives, employees, contractors, licensees, invitees, or patrons.

10. Airport Rules, Regulations, or Standards. The Company shall, in the exercise of its right and in the fulfillment of its duties under this Agreement, comply with and be subject to each of the following:

10.1 Airport rules and regulations adopted by the City which are now in effect and which may be adopted from time to time regarding the management, use and operation of the Airport.

10.2 All ordinances, rules, regulations, policies and executive and administrative orders and directives, made by the City, or by any federal, state or local government agency or official including, but not limited to, those which relate to abatement, control or regulations of noise emissions by aircraft using the Airport, as such applies to aircraft, operated by or under the control of the Company.

11. Utilities. The City shall be responsible for reasonable cost of electricity and natural gas for heat used by the Company in the maintenance hangar and the terminal building. The City shall be responsible for all other utilities at the Airport, including all existing telephone lines, AWOS & Credit Card Machines.

12. Signs. The Company shall not maintain upon the outside of any improvements or elsewhere in the Airport any billboard, sign or advertisement without the prior written consent of the City Manager, which consent shall not be unreasonably withheld.

13. Surrender of Premises. At the expiration of the lease term, the Company shall surrender the Premises in the same condition as existed at the beginning of the term, reasonable use, wear and tear and damages by the elements excepted.

## **Article II**

### **Management Agreement**

The City hereby retains the Company as Airport Manager in accordance with the duties, rights and obligations hereinafter set forth.

1. Responsibilities of the Airport Manager. During the term of this agreement, the Company shall be responsible to:

1.1 Cooperate with and obey all lawful orders of the City as well as any and all applicable federal, state and local laws, regulations, ordinances, rules, and policies.

1.2 Promote the economic development of the Airport and work with the City Community & Economic Director and the Deputy City Manager to promote and bring new business to the Airport.

1.3 Monitor and report all regulatory activities to the City Manager.

1.4 Upon approval of the City Manager, or his/her designated representative, obtain bids and coordinate capital expenditures on Airport projects.

1.5 Maintain accurate and timely records/reports/logs, including, but not limited to:

1.5.1 The number of planes hangered.

1.5.2 The number of hangar available for rent/lease.

1.5.3 Hangar payments more than 30, 60, 90 days past due.

1.5.4 Notification of any regulatory changes affecting the airport.

1.5.5 Major and minor building/equipment repairs made upon building/equipment that is owned by the City, and the cost of such repairs.

1.5.6 Invoices that are due for payment including but not limited to; power, water/sewer, and repairs.

1.5.7 Company shall work in good faith with City to establish and maintain a log for pilots and visitors to sign, including the name, aircraft number, and make and model of aircraft, however nothing in the paragraph shall be construed to require that Company guaranty that such log shall reflect every visitor or pilot which visits the Airport.

1.6 Inspect and manage all publicly owned buildings, improvements, equipment and grounds of the Airport and ensure that plumbing, heating and electrical equipment is maintained and in good repair.

1.7 Perform all regular and routine maintenance to City hangar and doors (example- greasing and oiling door openers and adjusting door opener heights or changing door locks).



- 1.8 Make regular inspections of the beacon, runway lights, markers, and other safety equipment and maintain the same.
- 1.9 Contract, on behalf of the City, for all work to be performed under the preceding subparagraphs in accordance with the City Purchasing Policy and with City Council approval.
- 1.10 Be responsible for grass mowing and snow removal and maintain the Airport and the Premises (including the Public Airport Facilities) in orderly and neat fashion free from debris at all times. The City will furnish equipment reasonably required to perform such work, through either stock or lease, and shall fuel, repair, and maintain the equipment, except repairs of damage caused by the negligent or willful conduct of the Company, the Airport Manager or their representatives, contractors, agents and employees, the cost of which shall be the responsibility of the Company. Should the City fail to provide adequate equipment, the Company can directly bill the City for any services provided to adequately address the intent of this subsection, with the prior approval of the City.
- 1.11 Maintain regular surveillance of the airfield, runways, taxiways, and ramps, and areas appurtenant thereto, and see that they are kept free and clear of obstacles, debris, snow, ice, and other hazards.
- 1.12 Provide necessary office machines and equipment to perform the duties and responsibilities contemplated in this Agreement.
- 1.13 Support grant-writing activities.
- 1.14 Ensure that the Airport is staffed properly and with competent staff.
- 1.15 In cooperation with the City Manager or his/her designated representative, manage capital projects.
- 1.16 Submit budget recommendations to the City Manager.
- 1.17 Be involved in long range planning for the Airport in conjunction with the City.
- 1.18 Enforce all rules and regulations pertaining to the Airport now or hereafter established by the City or any other governmental agency.
- 1.19 Furnish a monthly Manager's report to the City Manager regarding the following:
  - 1.19.1 Minor building or equipment repairs made upon buildings and/or equipment that is owned by the City, including the cost of such repairs
  - 1.19.2 Invoices that are due for payment, including but not limited to: heat, power, water/sewer, and repairs.
  - 1.19.3 Be responsible for written or verbal notification to hangar tenant of rent past due after receiving a notice from the City that same is thirty (30) days in arrears.
- 1.20 Provide commercial aircraft fueling (100LL and Jet A) and oil dispensing. Jet A must be available via fuel truck. Operate and manage the fuel farm for the storage, handling and delivery of aviation fuel products.
- 1.21 Provide aircraft storage (tie-down and hangar facilities).
- 1.22 Provide aircraft ramp services (towing, parking guidance, etc.).

- 1.23 Provide maintenance, repair and servicing of aircraft.
- 1.24 Provide maintenance and minor repair (interior and exterior) of airfield buildings owned by the City.
- 1.25 Provide management and subleasing of space in hangars and tie-downs.
- 1.26 Within the existing buildings/facilities of the Airport, provide public facilities for pilots and passengers (i.e. flight planning amenities, pilot lounge, passenger waiting area, etc.). Nothing in this paragraph shall be construed to required Company to build, or expend funds to reconstruct any existing building, to provide such facilities.
- 1.27 Provide emergency services to disabled general aviation aircraft (i.e. towing/transporting disabled aircraft).
- 1.28 Make available for use the courtesy car, which shall be owned, maintain and serviced by the City.
- 1.29 Employ the appropriate number of properly trained and/or certified personnel to provide satisfactory FBO services.
- 1.30 Maintain the following minimum hours of operations-attended year round:
  - a. Monday-Friday (0800-1700)
  - b. Saturday (0900-1600)
  - c. Sunday (closed)
  - d. Closed all holidays which the City is closed for business.
- 1.31 Maintain and repair all runways, taxiways, taxi lanes, ramps and any associated lighting/navigation aids owned by the City; parking lots and perimeter roads; and on-site storm water facilities. The City shall provide the necessary funds for such maintenance.
- 1.32 Maintain and repair the following equipment which shall be provided by the City. The City shall provide the necessary funds for such maintenance.
  - a. For snow plowing:
    - i. One tandem sized plow truck with 12' front wing and 7' side wing.
    - ii. One, one-ton truck with plow and tommy lift mounted to the back of the truck.
    - iii. One truck mounted snow blower.
    - iv. One 60" snow bucket mounted on a John Deere utility tractor.
    - v. One end loader with bucket and 14' snow push box (currently existing).
    - vi. One plow truck with 12' plow (currently existing).
  - b. For grass mowing:

- i. One John Deere utility tractor with wing mowers.
- ii. One farm tractor with 20' mower (currently existing).
- iii. One zero turn mower capable of mowing a minimum 70" cut and mowing speeds of 9 mph or greater.

c. Such other miscellaneous equipment as the City may provide from time to time.

2. Financial Arrangements. As compensation for its services as Airport Manager, Company shall be paid a fee as stipulated in Exhibit A attached hereto and incorporated herein.

### **Article III General Provisions**

#### **Airport Manager/Fixed Base Operator**

The Parties hereto further agree as follows:

1. Term. The term of the agreement shall be for the period of three years. This Agreement shall commence August 19, 2018 and remain in for and effective through August 18, 2021, at which time such Agreement shall terminate of its own accord without further action of either party. Either party hereto may terminate this Agreement prior to its expiration date, with 180 days prior written notice to the other party.
2. Inspections. The City Manager, or his designee, will have the authority to inspect the Premises, and any structures located thereon, at any time.
3. Independent Contractor. The Company is an independent contractor and is not an employee of the City in carrying out its duties under this Agreement.
4. Assignment/Subletting. This Agreement shall inure to the benefit or and be binding on the parties and their respective successors and assigns. The Company shall not assign its right or duties under this Agreement, nor sublet the Premises or any part thereof or any structure located thereon, without expressed written consent of the City.
5. Exclusivity. The Company shall not enter into any agreement or serve in the function of a Fixed Base Operator or Airport Manager for any airport other than Freeport Albertus Airport during the term of this Agreement.
6. Default. If the premises shall be deserted or vacated, or if proceedings are commenced against the Company in any court under the bankruptcy act or for the appointment of a trustee or receiver of the Company's property either before or after the commencement of the term of this Agreement, or if there shall be a default in the payment for fees or any other amount due to the City under this Agreement for more than five (5) days after written notice of such default by the City, or if there should be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Company for more than thirty (30) days after written notice of such default by the City, this Agreement (if City so elects) shall thereupon terminate and the City shall have the right to reenter or repossess the Premises, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove therefrom the Company, or other occupants thereof, and their effects. In such

case, the City may, at its option, re-let the Premises or any part thereof, as an agent of the Company, and the Company shall pay the City the difference between the rent hereby reserved and agreed to be paid by the Company for the portion of the term remaining at the time of reentry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. The Company shall be liable for the payment of interest on all sums that remain past due under this Agreement at the rate of 18% per annum and for the cost and expense, and loss of revenue, including reasonable attorney's fees, incurred by the City in the enforcement of the Company's obligation under this Agreement. In the event of breach or default by the City the Company shall be entitled to its cost and expenses and loss of revenue, including reasonable attorney's fees.

7. Non-Exclusive Use. The City and the Company hereby acknowledge and understand that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of Federal Aviation Act of 1958, as amended or any other State and Federal law, rule, regulation, or order, and the City reserves the right to grant to others the privilege and right to conducting any one or all activities of an aeronautical nature.

This Agreement shall be subordinate to the provisions of any existing or future agreement or contract between the City and the United States, the State of Illinois, or any agency of either relative to the construction, improvement, maintenance or operation of the Airport.

8. Non-Discrimination. The Company, for itself, its employees, agents, representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that:

- 8.1 No person on the ground of race, color or national origin shall be excluded from participation and denied the benefits of, or be otherwise subjected to, discrimination in the use of the Airport in any manner prohibited by the Freeport Municipal Code or Title IV of the Civil Rights Act of 1964.
- 8.2 No person on the grounds of race, color, or national origin shall be excluded from participation in the construction of any improvements on, over, or under the airport and the furnishing of services thereon.
- 8.3 The Company shall use the Premises in compliance with all other requirements imposed by or pursuant to the Title 49, Code of Federal Regulation, 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 regulation may be amended.

In the event of a breach of any of the above nondiscrimination covenants, the City shall have the right to terminate this Agreement (after a fair hearing) and to reenter and repossess Premises and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

9. Control of Airport. The parties hereby agree that as Manager of the Airport, the Company shall be responsible for and have the authority to make day to day decisions regarding the operation, control and

management of the Airport based on State and Federal Regulation as well as the policies and directive of the City and the terms of this Agreement.

10. Waiver of Terms. The waiver by the parties of any breach of terms, covenants or conditions herein contained shall not be deemed waiver of any subsequent breach.

11. Notice. Whenever any notice is required by the Agreement to be made, given or transmitted to the parties hereto, such notice shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, address as follows:

City: City Manager  
City of Freeport  
314 W. Stephenson Street  
Freeport, IL 61032

Company: Darrell O. Janssen  
Freeport Flite Center  
209 S Chestnut  
Shannon, IL 61078

12. Severability. It is the intention of both of the parties hereto that the provisions of the Agreement shall be severable in respect to a declaration of invalidity or unenforceability of any provisions hereof. Such determination shall not affect the validity and enforceability of the remainder of this Agreement which shall remain in full force and effect. Neither the City nor the Company can sever the FBO/Manager responsibilities from the other.

13. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the City and the Company concerning the Premises and the management of the Airport. There are no covenants, promises, agreement, conditions or understanding, either oral or written, between the City and the Company other than those which are set forth in this Agreement. No alterations, amendments, changes or additions to this Agreement shall be binding upon the City or the Company unless reduced to writing and signed by each party.

14. Paragraph Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement, except in the paragraphs in which the paragraph heading stands alone.

15. Use of Trade Name. The Company shall be entitled but not required to conduct its business at and concerning the Freeport Albertus Airport under any legally used trade or fictitious name such as Freeport Aviation, Freeport Air Service, or Freeport Flite Center.

16. FOIA. Company acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation of the City of Freeport to produce certain records that may be in the possession of the Company. Company shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records in relation to this Agreement in compliance with the Act and the Local Record Retention Act and the Act (complying in all respects as if the contractor was, in fact the City of Freeport). Company shall review its records promptly and produce to the City of Freeport within two (2) business days of contact by the City, the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Company may request the City to extend the

time in which to do so, and the City will, if time and a basis for extension under the Act permits, consider such extension.

17. Request for Proposal. The duties, responsibilities, and services identified in the City of Freeport Request for Proposal for Fixed Based Services at the Freeport Albertus Airport to be performed and undertaken by the Company are hereby incorporated herein and made a part hereof. To the extent of any conflict between the terms of the Request for Proposal and this Agreement, the terms contained herein shall control to the extent of such conflict.
18. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Stephenson County, Illinois.
19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
20. Authority. Each party warrants and represents that it has the authority to enter into this Agreement.

**IN WITNESS WHEREOF,** the parties have signed this Agreement as of the date first referenced above.

CITY OF FREEPORT, ILLINOIS

DARRELL O. JANSSEN d/b/a FREEPORT FLIGHT  
CENTER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Darrell O. Janssen

Its: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

### **Exhibit A**

As compensation for its services as Airport Manager during the term of this Agreement, Company shall be paid a fee as follows:

Year 1 \$85,000.00/year

Year 2 \$89,250.00/year

Year 3 \$93,712.50/year

These yearly amounts shall be payable in monthly installments as follows:

Year 1 \$7,083.33/month

Year 2 \$7,437.50/month

Year 3 \$7,809.38/month

Payments shall be on the last day of each month during the term of this Agreement.