

MANAGER'S AGREEMENT

THIS AGREEMENT, made and executed this ____ day of _____, 20____, by and between _____, hereinafter called "Owner", and _____, hereinafter called "Manager",

WITNESSETH:

WHEREAS, "Owner" is a municipal corporation operating and controlling the _____ Airport; and

WHEREAS, (Manager's Name) is experienced in aeronautical matters and the administration of airports; and

WHEREAS, it is in the best interest of the Authority to have a qualified individual act as Airport Manager of _____ Airport;

IT IS, THEREFORE, AGREED by and between the parties hereto as follows:

1. That Manager is hereby appointed by the Authority as Airport Manager of _____ Airport, _____ County, Illinois, for a period commencing _____ and expiring _____, unless sooner terminated by action of the parties as hereinafter provided.
2. That the Manager shall receive the sum of \$ _____ per month for his/her services rendered and to be rendered as such Airport Manager.
3. That the Manager is hereby given full power and authority by the "Owner" to supervise and oversee any and all aeronautical activities at said Airport, including both flight and ground activities, for the purpose of enforcing the rules and regulations pertaining thereto now or hereafter adopted by the Authority, state of Illinois, or the United States of America.
4. It is understood and agreed to by the parties that this Agreement hereby authorizes the Manager to take any and all actions necessary to protect the property of the "Owner" and that he/she is authorized to enlist the aid of local law enforcement authorities, the Federal Aviation Administration, and the Illinois Department of Transportation, Division of Aeronautics if he/she deems such action to be necessary.
5. It is understood that the Manager shall have the right to close the airport to air traffic if he/she deems that an emergency exists which makes such action necessary and that under such circumstances he will properly mark the facility giving prescribed warning to aircraft in flight of the closed condition, and shall notify the appropriate Federal Aviation Administration agency in a timely manner to issue the proper directive.
6. The Manager shall make periodic inspections of all airport property and premises including those leased to tenants to insure that the tenants are adhering to the terms of leases and requirements of insurance carriers of the "Owner". Any violations found shall be reported to the "Owner" immediately and the Manager shall take such corrective action as the Chairman shall direct.

7. The Manager shall regularly inspect all hard-surface and turf runways, taxiways, and ramp areas with reference to matters affecting safety of operations including the need for repair and maintenance thereof.
8. The Manager shall perform regular checks for damage to, and perform or supervise repairs or maintenance of all runway, taxiway and ramp lighting, the rotating beacon, approach lights, wind indicator lights and obstruction lights.
9. The Manager shall regularly check and inspect all runway approach and transition slopes to ascertain that they are free of obstructions and shall ensure that there is no presence of litter, refuse, or surplus airport parts on the airport. Should any violation be discovered, they should be reported to the "Owner" immediately.
10. The Manager shall perform regular inspections and correct deficiencies of first aid equipment, fire extinguishers, crash or fire equipment, including training procedures. Simulated emergencies should be initiated for the training of personnel, together with safety hazard training conducted for all employees.
11. The Manager shall regularly check and correct deficiencies of all fuel dispensing equipment, including fueling vehicles, fuel farms, storage tank filters, fuel pumps, etc., to determine that a proper level of safety exists, including availability of serviceable fire extinguishers, general condition of equipment, proper grounding, and conditions conducive to fuel contamination elimination.
12. The use or possession of illegal drugs, alcohol, or controlled substances as defined by the Illinois Criminal Code is prohibited at all times.
13. The Manager shall carefully check and provide copies of records of the sale of fuel and lubricants to the county and shall insure that the "Owner" receives its proper flowage fees. (If not part of FBO contract)
14. The Manager is to conduct all airport mowing and, to the extent equipment is provided, perform snow plowing operations to insure that they are carried out in a timely and expeditious fashion. If snow removal equipment is not available, the Manager shall supervise all snow plowing operations.
15. The Manager shall provide safekeeping of all "Owner" owned equipment and is authorized to direct the routine maintenance of equipment owned by the "Owner" and to make recommendations to the "Owner" for the replacement or addition of equipment.
16. The Manager shall perform minor maintenance and repairs or shall direct all routine airport maintenance including repair of plumbing, sewers, electrical circuits, fencing, buildings, lighting, heating systems, etc., and the Manager may authorize such repairs without further "Owner" approval if the cost thereof is less than \$100, providing funds for such repairs are within the budget established for such maintenance. If the cost of such maintenance is estimated to be greater than \$100, or is beyond the normal budget established for maintenance, the Manager shall contact the "Owner" before proceeding with the work.

17. The Manager is authorized to take whatever emergency action he/she deems advisable when an emergency situation arises, but he/she shall notify the "Owner" as expeditiously as possible. It is understood that the Manager shall take such emergency action when management' judgment in the property or the legal position of the "Owner" is being threatened.
18. The Manager hereby accepts the foregoing appointment and agrees to perform the required services in a prudent and businesslike manner and upon default in any of the terms of this Agreement, it may be terminated by the "Owner" by giving thirty (30) days written notice. Any decision as to whether the Manager has defaulted under the terms of this contract shall rest solely with the "Owner" .
19. Pursuant to Title VI of the Civil Rights Act of 1964 and by Part 21 of the regulations of the Office of Secretary of Transportation, the parties do hereby agree that neither the "Owner" nor the Manager in the occupation of usage of the property concerned in the aforesaid Agreement shall in any way on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited to said Part 21; that the parties will include, or require the inclusion, in every agreement or concession pursuant to which any person operates or has the right to operate any facility herein concerned providing services to the public, the foregoing covenant as an obligation assumed by that person, together with the provisions granting the parties the right to take such action as the government may direct to enforce that covenant.

20. Severability

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their names and their respective seals to be hereunto affixed, all as of the day and year first above written.

By: _____
(Owner Name)

ATTEST:

Secretary

MANAGER:
