

**AUTHORIZING AN AGREEMENT WITH FLY AMERICA FOR INTERIM AIRPORT MANAGER RESPONSIBILITIES.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970;

**WHEREAS**, the City owns and operates the DeKalb Taylor Municipal Airport (the "Airport");

**WHEREAS**, the City wishes to retain an interim Airport Manager;

**WHEREAS**, Fly America, Inc., an Illinois corporation, currently provides Specialized Aviation Service Operations at the Airport for the City and has the requisite expertise and knowledge to perform the duties of an interim Airport Manager;

**WHEREAS**, the City and Fly America, Inc. have negotiated an agreement for Fly America, Inc. to provide services as an interim Airport Manager in the same or substantially similar form as Exhibit A attached hereto and incorporated herein (the "Interim Airport Manager Agreement");

**WHEREAS**, the City's corporate authorities find that it is in the best interests of the City to approve the Interim Airport Manager Agreement; and

**THEREFORE, BE IT RESOLVED** by the City Council of the City of DeKalb, Illinois, as follows:

**SECTION 1:** The recitals to this resolution are incorporated into and made a part of this Resolution as if fully set forth herein.

**SECTION 2:** The corporate authorities of the City of DeKalb approve and ratify the Interim Airport Manager Agreement in the same or substantially similar form as Exhibit A, and further authorize the City Manager to execute the Interim Airport Manager Agreement, subject to such changes as shall be acceptable to him with the recommendation of the City Attorney.

**SECTION 3:** The City Clerk or Executive Assistant of the City of DeKalb, Illinois is authorized and directed to attest the Mayor's signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 9<sup>th</sup> day of March 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

**ATTEST:**



**RUTH A. SCOTT**, Executive Assistant



**EXHIBIT A**  
**(Interim Airport Manager Agreement with Fly America, Inc.)**

## **INTERIM AIRPORT MANAGEMENT CONSULTANCY**

This Agreement is made on 3/7, 2020, between the City of DeKalb, an Illinois municipal corporation (the "City") and Fly America, Inc., an Illinois corporation (the "Consultant").

Whereas, the City owns and operates the DeKalb Taylor Municipal Airport;

Whereas, the City wishes to retain the employees of Fly America, as a consultant to enhance the City's airport management in the interim until a permanent airport manager is hired; and

Whereas, Consultant has the requisite expertise and knowledge to consult with Airport employees and the City Manager with respect to airport management.

Therefore, it is agreed between the parties as follows:

1. **Engagement and Duties.** During the term of this Agreement, City engages Consultant, and Consultant agrees to serve City, as an independent contractor in the role of consultant concerning day-to-day Airport operation. Consultant shall offer current airport personnel with as-needed counsel to assist them in the performance of their duties, when the Consultant is on site. Consultant and its employees, agents and servants may engage in other businesses as it is understood that Consultant's principal is self-employed in capacities other than that of an airport manager. The City waives any conflict of interest that may result due to the other positions held by Consultant's principal.

2. **Term.** The term of this Agreement commences on March 4, 2020 and shall continue until May 1, 2020, unless terminated under Paragraph 6.

3. **Compensation.** For all services Consultant will render under this Agreement, Consultant is to be paid at a rate of \$70.00 per hour, for no more than 20 hours per week, payable on the last day of each calendar month during the term of this Agreement. Consultant's relationship will be that of an independent contractor, and City will not withhold any taxes or Social Security payments from the compensation paid under this Agreement. It shall be Consultant's sole responsibility to pay such federal, state, and local taxes (including but not limited to income taxes and FICA taxes) as may be imposed or levied upon the income earned or derived by him under this Agreement.

4. **Reimbursement of Expenses.** In addition to the compensation provided for under this Agreement, Consultant shall be reimbursed for all reasonable and necessary expenses incurred while performing its duties under this Agreement.

5. **Specific Performance.** The parties acknowledge that the obligations of City and of Consultant under this Agreement are incapable of valuation with any reasonable degree of certainty.

6. Termination. This Agreement may be terminated at the discretion of either party, with or without cause, upon the party wishing to terminate the Agreement and giving the other party written notice of the termination. If this Agreement is terminated, Consultant shall be entitled to receive from the City payment of all sums that may thereafter become due for services performed during the term of this Agreement.

7. Indemnification. Consultant agrees to defend, indemnify, and hold harmless the City and its respective officers, officials, agents, and employees from and against all causes of action, claims, costs, damages, fines, penalties, and reasonable attorney's fees arising out of Consultant's acts and omissions under this Agreement and City agrees to defend, indemnify, and hold harmless the Consultant and its respective officers, agents, and employees from and against all causes of action, claims, costs, damages, fines, penalties, and reasonable attorney's fees arising out of any and all acts or omissions of City under this Agreement.

8. Insurance. Consultant shall obtain and maintain in effect at all times during the terms of this Agreement, at its expense, policies of insurance for comprehensive general liability with policy limits of at least \$1,000,000.00 and which name the City of DeKalb as an additional insured. City shall pay for any increase in Consultant's premium for covering acts or omissions while acting on behalf of the City as interim airport manager.

9. Assignment. This Agreement inures to the benefit of and is binding on the parties to it and their respective successors, assigns, heirs, and personal representatives and, except as specifically provided here, neither party may make any assignment of this Agreement or any interest in it by operation of law or otherwise without the prior written consent of City. The parties understand and agree that City has the right to assign this Agreement by operation of law or otherwise to any successor to all or substantially all of its assets and business by dissolution, merger, consolidation, transfer of assets or otherwise, or to any direct or indirect subsidiary of Company.

10. Governing law. Illinois law governs this Agreement, which is to be construed and enforced in accordance with Illinois law.

11. Modification of Agreement. No modification or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

Executed the date first appearing above.

By: Fly America, Inc.

  
\_\_\_\_\_  
Jeffrey Kohlert, President

City of DeKalb

  
\_\_\_\_\_  
Bill Nicklas, City Manager

Attest:

\_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Ruth Scott', written over a horizontal line.

Ruth Scott, Executive Assistant

**CITY OF DEKALB  
JOB DESCRIPTION**

**DATE APPROVED:** 01/31/2020

**POSITION TITLE:** Airport Manager

**DEPARTMENT:** Public Works

**REPORTS TO:** City Manager

**FLSA STATUS:** Exempt

**BARGAINING:** Non-Bargaining Unit

**JOB SUMMARY:**

Manages flight operations including pilot relations and training, hangar leasing, airport marketing and development, and relationships with Illinois Department of Transportation (IDOT) and Federal Aviation Administration (FAA). Serves as staff liaison to the Airport Advisory Board.

**POSITION CONTEXT:**

The position of Airport Manager is a senior-level management position and reports directly to the City Manager. The Airport Manager is a full-time exempt position requiring periodic evening and weekend duties. This position will be responsible for the supervision of the part-time airport line service staff.

**ESSENTIAL FUNCTIONS:**

- Oversees and coordinates the day-to-day business operations of the airport including customer service, aircraft refueling and line operations, hangar facility leases/rentals, and marketing/planning initiatives.
- Effectively enforces and manages all applicable federal, state and local regulations, as well as airport policies and procedures.
- Issues Notices to Airmen (NOTAM), monitors Automated Weather Observation System (AWOS), and assures navigation aids (NAVAIDS) and Ground Communication Outlet are operational. Determines safety of the airfield and airport; directs temporary closure and reopening as needed.
- Identifies and makes recommendations for the City's capital improvement programs (i.e. airport infrastructure, equipment).
- Assists the Director of Streets and Facilities in development of specifications for maintenance improvements for municipally owned facilities and grounds; conduct project inspections as needed.
- Develops, reviews, and oversees the divisional annual budget. Forecasts needs, allocates funds based on established goals and priorities, monitors and approves expenditures within the parameters of the approved budget, and recommends adjustments as needed. Ensures applications for grants from federal, state and other agencies are consistent with authorized appropriations.
- Represents the City and serves as a liaison for citizen/government inquiries. Coordinates communication to news media.
- Develops understanding of the FBO market, explores and analyzes potential development opportunities, and coordinates all marketing efforts including special event planning.
- Coordinates and ensures staff adherence to the Airport Division's Safety Program. Participates in the management of City-wide safety programs and initiatives. Assists in the processing of accident reports related in employees and/or equipment as required.
- Oversees Airport Fixed Base Operations. Trains, supervises, and delegates tasks to airport line staff. Oversees scheduling and evaluates workforce needs to ensure adequate staffing.
- Maintains liaison with the Airport Advisory Board. Attends and participates in meetings, prepares reports, presents policy matters, and makes recommendations.
- Oversees fuel usage and operations program. Monitors inventory and quality control of fuel. Establishes fuel flowage fees withing established guidelines and completes reporting.

**OTHER JOB FUNCTIONS:**

- Coordinates or responds to special projects as assigned by the City Manager.
- Responds to and is available for after-hours contact for emergency incidents as needed.
- Engages in professional development activities to understand current technologies, funding processes, and emerging trends in within the aviation industry.

- Participates in professional meetings, seminars and workshops to stay abreast of new trends, legislation and innovations related to the industry.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:**

- Extensive knowledge of airport/aviation operations.
- Knowledge of construction operations, building and grounds operations/maintenance, and lease management principles.
- Knowledge of the principles of governmental organization and administration including airports.
- Thorough knowledge of State and Federal Laws affecting local municipalities and airports including FAA and transportation security administration rules and regulations.
- Ability to develop and maintain safety programs and comply with all airport regulations.
- Working knowledge of applicable fuel standards and quality control.
- Ability to supervise, direct and evaluate the work of others while leading and motivating a team.
- Knowledge of financing, marketing, and redevelopment principles as they relate to airports.
- Working knowledge of contract and financial management and budget administration.
- Excellent organizational and time management skills with the ability to manage projects and project teams that include a variety of stakeholders.
- Ability to develop and maintain collaborative working relationships with all levels of staff, management, boards, elected officials, grant personnel and general public while maintaining a high level of social awareness for professional engagement.
- Must have the ability to maintain professional composure and take reasonable action when confronted with difficult situations.
- Excellent oral and written communication skills including the ability to make public presentations and prepare comprehensive reports.
- Ability to work independently with minimal supervision while exercising good judgement and initiative.

**MINIMUM QUALIFICATIONS:**

**Education:**

- Bachelor's degree in aviation or related field from accredited university required.
- Valid driver's license required.

**Experience:**

- A minimum of five years of professional experience in general aviation required.
- Accredited Airport Executive (A.A.E.) certificate and/or pilots license desirable.
- Previous supervisory experience required.
- Working knowledge or ability to gain proficiency with MS Office (Word, Excel, and Outlook) and aviation software required.

**WORKING CONDITIONS/PHYSICAL REQUIREMENTS:**

- This position will routinely work between an office and outdoor setting. While working in the office, the person in this position will regularly sit, stand, walk, reach with hands and arms and talk or hear on the phone and in person. While working outdoors, the person in this position will routinely stand for prolonged periods of time, stoop, kneel, bend, climb, crawl or crouch to reach items and maneuver uneven, outdoor terrain (line service).
- This position may be exposed to moving mechanical parts, fumes or airborne particles, vibrations and outside elements including extreme cold, wind, rain and heat.
- This position will occasionally lift and/or move fuel hoses and cargo weighing up to 50 pounds (line service). Specific vision abilities required by this position include corrected close, distance and night vision.

**EQUIPMENT USED:**

- General office equipment including computer, printer, scanner, copier, multi-line telephone, cellular phone.
- Airport navigation aides, two-way radios, and occasional use of snow removal equipment, fueling trucks, deicing equipment, lawn mowing equipment.

**ADDITIONAL INFORMATION:**

- This position requires the ability work outside of normal business hours including evenings, weekends, holidays and call-outs as required.

**STATEMENT OF OTHER DUTIES DISCLAIMER:**

*The preceding job description has been designed to indicate the general nature and essential duties and responsibilities of work performed by employees within this position. It may not contain a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to do this job.*