

FIXED BASE OPERATOR'S LEASE

This Agreement dated this ____ day of _____, 2020 by and between the City of Aurora, Missouri (hereinafter "City") and Justin Richmond d.b.a. Aurora Aviation (hereinafter "Aurora Aviation").

PURPOSE. The purpose of this Agreement is to secure for the benefit of the public a full service Fixed Base Operation (FBO) at the Aurora Municipal Airport obligated to provide quality services to public and private pilots, passengers, students, aircraft owners, and aircraft operators, and to lease facilities and define nonexclusive rights, obligations, and privileges granted to said FBO.

IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, the parties agree:

1. **TERM.** This Agreement shall continue for a term of ten (10) years unless sooner terminated as herein provided, with review of fee schedules and financial terms to be conducted every two (2) years.
2. **BUILDINGS.** During the term of this agreement City leases to Aurora Aviation, an FBO hanger, maintenance shop, office building, three (3) enclosed hangars, and Fuel Depot Facility on the following terms:
 - a. City shall provide all exterior, structural, and utility systems maintenance necessary to keep said building in the same state of usefulness as exists upon the date of this agreement.
 - b. Aurora Aviation shall maintain the interior of the building in the same condition as exists upon the date of this agreement, reasonable wear and tear excepted. Aurora Aviation shall make no structural changes in the building without prior approval of City. Any improvements to the premises by Aurora Aviation during the term of the lease shall become property of City upon termination of the lease.
 - c. Aurora Aviation shall directly pay all charges for electricity, gas and telephone, water, sewer, and refuse disposal for services to the FBO hanger, office, T-hangar, and fuel farm. All other utility charges, including electricity to airside lighting, e.g. runway lights, and landing beacon, navigational aids, shall be paid by City.
 - d. For the lease of said premises, Aurora Aviation shall pay City a monthly rental of three hundred dollars and no cents (\$300.00). Rent payments shall be paid in advance and due on or before the first day of each month.

- e. Any fee charged by Aurora Aviation for the management of additional buildings, hangers, or infrastructure added to the airport will be negotiated with the City in the future.

3. FUEL FACILITIES. During the term of this agreement City leases to Aurora Aviation the aviation bulk fuel storage facilities owned by City on the following terms:

- a. City shall pay for any tank replacement, major repairs, or modification to the facilities required by any governmental agency with powers to regulate fuel storage.
- b. Aurora Aviation shall paint and maintain the facilities in safe operating condition and notify City promptly of any condition, which may, if not corrected, be hazardous to persons, property, or the environment.
- c. For use of the bulk fuel storage facilities, Aurora Aviation shall pay City a fuel flowage fee of ten cents (.10) per gallon for fuel sold. The fuel flowage fee shall be remitted on a monthly basis during the month following the month of sale and shall be accompanied by fuel dispenser meter readings from the last day of that month. Copies of all fuel receipts for the month shall be presented upon a request from the City.
- d. Aurora Aviation shall maintain records on form and detail requested by City concerning fuel purchased and sold and will exhibit such records to City or its designated agents, whenever requested.

4. QUALITY SERVICE. Aurora Aviation agrees to operate a full service FBO operation providing fuel, aircraft maintenance, and repair, aircraft rental, student instruction, pilot and passenger comfort and convenience facilities, and aircraft charter services. Such services shall be available at all reasonable and advertised times. All services shall be performed in a timely and courteous manner by personnel adequately trained, equipped, and where required by law, licensed.

5. FRANCHISE FEE. For the nonexclusive privilege of conducting business upon the publicly owned premises controlled by City, certain franchise fees are charged. Aurora Aviation will be required to pay the same annual fees for services it desires to perform as are charged to any other franchisee. On the date of this agreement, those fees are:

- a. Aircraft repair station \$ 50.00
- b. Pilot instruction \$ 50.00
- c. Avionics repair station \$ 50.00
- d. Buying, selling, and leasing of aircraft and equipment \$ 50.00

e.	Aerial photography, advertising, and sightseeing	\$ 50.00
f.	Aircraft charter and/or Air Taxi	<u>\$ 50.00</u>
		\$300.00

All fees are for the calendar year and are due on January 1 except when the services are first commenced later in the year. Such fees shall not be prorated, reduced, or refunded when the activity is not carried throughout the entire year.

6. INSURANCE. Aurora Aviation shall at all times carry public liability insurance in an amount of not less than \$1,000,000 covering all of its activities, including those involving use of aircraft or motor vehicles. Aurora Aviation shall provide certificates of other proof of insurance satisfactory to City.

7. MISCELLANEOUS.

- a. Aurora Aviation shall keep all areas of the airport leased or regularly used by it including runways, taxiways, and ramp areas, clean, neat, safe, and orderly at all times and free of waste, rubbish, and debris.
- b. Aurora Aviation is an independent contractor, and nothing herein shall be construed to make Justin Richmond, Aurora Aviation or any of its agents and employees an agent, employee, partner, or joint venturer of or with the City.
- c. In the event that Aurora Aviation defaults in any duties or obligations hereunder assumed and fails to cure said default within thirty days after written notice from the City, then City may terminate all rights, privileges, and interests of Aurora Aviation, in which event, Aurora Aviation shall peacefully and promptly deliver possession of the leased premises and property to City.
- d. Aurora Aviation shall faithfully observe all rules and regulations affecting the use of the airport and all activities conducted from or upon the airport by Aurora Aviation whether established by City, the State of Missouri, or the government of the United States.
- e. Aurora Aviation will not, on the basis of race, color, gender, age, disability, or national origin discriminate or permit discrimination against any person or group of persons in any of its activities conducted on the Aurora airport.
- f. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to Aurora Aviation within the meaning of Section 308 (a) of the Federal Aviation Act of 1958, as amended.

- g. To the extent not prohibited by its terms, this agreement shall be binding upon the heirs, successors, and assigns of the parties.
- h. Aurora Aviation will not allow the storage of chemicals or disposal of pesticides, acids, fertilizers or other products used for crop dusting on the leased premises.
- i. Aurora Aviation will not allow the storage on the leased premises including hangars of any other vehicles, trucks, automobiles or trailers not associated with the operation of the airport facilities.
- j. Aurora Aviation shall not use or occupy the demised premises for any unlawful, disreputable, or ultra-hazardous private business purpose nor operate or conduct its business in any manner constituting a nuisance of any kind or which may be detrimental to public purposes of the City.
- k. In the event the City is required to resort to legal proceedings to enforce any provision of this lease, then Aurora Aviation agrees to pay, in addition to any other damages which may be awarded to the City, all costs of collection, including reasonable attorney's fees.

8. NOTIFICATIONS. All notifications mentioned herein shall be in writing addressed to the party's representatives at the following addresses:

Jon Holmes, City Manager
 PO Box 30
 Aurora, MO 65605

Aurora Aviation
 PO Box 506
 Aurora, MO 65605

IN WITNESS WHEREOF, the parties have executed this lease this ____ day of _____, 2020

City of Aurora, Missouri

Aurora Aviation

By: _____
 Doyle Ferguson, Mayor

By: _____
 Justin Richmond, Owner/Operator

ATTEST:

 Kim Breedlove, City Clerk

