



## Agenda

City Council Work Session Meeting  
Oelwein City Hall, 20 Second Avenue SW, Oelwein, Iowa  
5:30 PM

August 08, 2022  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Lynda Payne

**Council Members:** Karen Seeders, Tom Stewart, Matt Weber, Dave Garrigus, Dave Lenz

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### Pledge of Allegiance

### Discussions

- [1.](#) Airport Fixed Base Operator and Fuel System Discussion

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### Adjournment

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440



To: Oelwein City Council

From: Dylan Mulfinger, City Administrator

Subject: Airport Fixed Based Operator Contract and Fuel Sales

Policy Date: 7/25/2022

The City Administrator is requesting direction from the City Council on two items that require council action. The process of fuel sales at the airport and the Fixed Based Operators' Contract at the airport.

### **Updated for July 25 meeting to include budget**

#### **Fuel Sales**

Fuel sales at the airport have been administered by the FBO and the city has been responsible for the equipment and receiving a flow fee. The FBO performs the following:

- Ordering Jet A and low lead fuel
- Paying for fuel from the fuel companies
- Being present when fuel is delivered
- Monitoring fuel levels
- Collecting payment from the aircraft purchasing the fuel
- Monitoring the fuel system during crop spraying season
- Reporting any equipment malfunctions to the city
- Assisting in the refueling of airplanes

The city has collected the following for \$.10 flow fees:

- FY2018- \$4,218
- FY2019- \$5,175
- FY2020- \$4,528
- FY2021- \$6,202

The City Administrator acts as the Airport Manager. This requires the City Administrator to oversee the FBO and work with the Airport Board. The City Administrator recommended an upgrade to the fuel system that would allow for electronic payment at the pump. When the upgrade was complete, the city would take over purchasing fuel, but would continue to work with the FBO and allow them to sell the fuel at their rate. This would improve the tracking of fuel sales at the airport and would give a realistic picture of fuel sales to understand use at the airport. The city does not intend to take away sales from the FBO as fuel sales are part of the incentive for the FBO to work at the airport.

The fuel question and changes come from the recommendation of the airport board. Pulled from the April 21 minutes:

*A conversation was had on fuel management once the new system is operational. The board realizes many details can't be sorted out until the system is in place, however, the general*



consensus is as follows:

1. As this is a self-serve system, George wouldn't be burdened with fueling planes or collecting payment. The city would order and purchase the fuel, set the price and collect payments. This would eliminate George's markup and would result in more competitive fuel prices. This applies to 100 Low Lead only.
2. For Jet A, George would order and purchase the fuel and set the price. The city would collect payments and pay George with deductions for flow fee and administrative costs.
3. Direct pay accounts would receive a discount equal to the credit card fees.

The city is in favor of billing local accounts so that both parties can save money from credit cards fees. The city is also in favor of running the sales through the city as control of the fuel system would be the responsibility of the city. The City Administrator is not in favor of running the low lead fuel tank and setting prices. The City Administrator has outlined the following reasons he believes it is best to keep the low lead with the FBO:

- The FBO is most incentivized to keep the fuel competitive and make sales
- The city does not want to make weekly checks on the fuel and determine when an order is needed
- The city does not know demand for the fuel and does not want to keep a large quantity on hand during a slow season
- The city does not want to be present to receive the fuel when delivered
- The city does not want to take away this income from the FBO as the minimal amount of money will not have an impact of the city's budget, but will have an impact on the competitiveness of the FBO contract

The fuel system was supposed to operational fall of 2021. Delays in parts and coordinating between internet service providers, IT providers, and fuel management firms has resulted in significant delays. While the system is setup as of June 21, 2022, the city will have to have it remain on standby until the crop spraying season is over to ensure no disruptions will be made to the largest user of the airport. Council has time to get more information on the fuel process as a decision on the fuel does not have to be made until September. The City Administrator needs direction from Council on this decision as it will also affect the FBO's contract.

Geroge Tegeler is not in favor of the Airport Board's recommendation and will not sign a contract that separates the low lead fuels sales from the FBO.

#### Airport Revenue

Account Title	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022	FY 2023
	Actual	Actual	Actual	Actual	Budget	Re-Estimate	Proposed
HANGAR RENT	19,090	16,163	16,707	15,987	16,000	16,000	16,000
LAND RENT	35,990	31,625	31,625	31,625	30,000	30,000	32,000
COURTESY CAR DONATIONS	241	84	29	0	100	100	100
ELECTRICAL REIMBURSEMENT	1,423	830	660	55	0	0	0



JET A/100LL FUEL REIMBURSEMENT	4,218	5,175	4,528	6,202	4,500	4,500	4,500
MISC	0	0	0	30,000	0	0	0
<b>AIRPORT Total</b>	<b>60,961</b>	<b>53,876</b>	<b>53,549</b>	<b>83,869</b>	<b>50,600</b>	<b>50,600</b>	<b>52,600</b>

**Airport Expense**

Account Title	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022	FY 2023
	Actual	Actual	Actual	Actual	Budget	Re-Estimate	Proposed
SALARY	326	834	671	422	500	500	500
BUILDING	4,774	7,666	5,675	4,745	2,500	15,000	3,000
VEHICLE	105	553	1,018	298	1,500	1,500	1,500
COMMUNICATIONS	846	901	898	905	1,000	1,000	1,000
UTILITIES	5,597	5,407	3,684	3,944	5,500	5,500	5,500
CONTRACTS	36,010	36,730	37,465	34,600	35,700	35,700	36,414
EQUIPMENT	2,387	2,931	2,635	3,503	3,500	2,500	2,500
OFFICE SUPPLIES	489	588	195	731	500	500	500
BUILDING	0	0	0	0	0	0	0
PROPERTY TAXES	4,248	4,448	4,634	4,826	5,000	5,000	5,000
<b>AIRPORT Total</b>	<b>54,782</b>	<b>60,059</b>	<b>56,876</b>	<b>53,974</b>	<b>55,700</b>	<b>67,200</b>	<b>55,914</b>

**FBO Contract**

The FBO has a contract for services with the City of Oelwein. The FBO is paid monthly by their contract. The following shows the annual contract amounts:

- FY2018- \$36,010
- FY2019- \$36,730
- FY2020- \$37,765
- FY2021- \$34,600
- FY2022- \$35,700
- FY2023 (proposed)- \$36,414

The City Administrator is recommending a two percent increase in the FBO compensation and a one-year contract. Once the fuel sales are determined by City Council, the City Administrator recommends a longer contract with the FBO, two years or more.

The Airport Board has recommended no increase to the contract for the FBO based on contract performance.

The FBO’s income comes from the city’s contract, fixing aircrafts at the shop, and fuel sales. These three things provide compensation for the FBO. The city lowered the contract rate in 2021 because of budget cuts to general fund departments. The city negotiated a lower fuel flow fee from \$.15 to \$.10 and no longer charges utilities to the FBO shop. The increase in land rent at the airport has allowed the FBO contract to increase by two percent. The goal of past councils has been for the airport to break even and not cost the taxpayer a significant amount of money.



The contract requires the FBO to perform general maintenance, janitorial services, snow removal, and mowing. The city provides all equipment and fuel for these operations. Performance of the FBO has not been outstanding, but limited conversations that the City Administrator has had with only a handful of pilots provided some positive remarks of the FBO. There are also some local pilots who are unhappy with the FBO's performance. Finding an airport FBO that can fix planes and have them certified is a limited market. The City Administrator is satisfied with the performance of George Tegler.

Past councils requested the City Administrator investigate different options for airport administration. Research from this project showed that some airports have Airport Managers. These positions are full time and paid for by the city. Other airports hire out companies to perform these operations and this allows for flight instructions and other amenities. The City Administrator reached out to these companies, but no further progress was made.

The City Administrator understands the airport is not the most popular department as it sits outside the city and most council members do not own a plane or interact on a regular basis with the airport. The city receives significant federal funds for the airport and is one of the better small airports in Northeast Iowa.

With this information being presented, the council will have to take into consideration the Airport Board's recommendation and the City Administrator's recommendation. Should council want to put more time into the airport, the City Administrator will have to start making it a priority over other projects. The City Administrator looks forward to working with Council on the fuel sales and FBO contract.

To: Oelwein City Council

From: Greg Bryan, Airport Advisory Board Chairman

I am in receipt of The City Administrator's 6/27/2022 letter to The City Council regarding airport items.

As last year, The Board has not approved a compensation increase for the FBO. Our decision is based on several factors that include the FBO's performance, services offered, facilities provided for his use and comparisons with other airports. The Board stands firm on this recommendation.

The City Administrator's letter indicates that last year the FBO received a contract pay increase of \$1,100, lowered the fuel flow rate and paid utilities for the hangar shop that his repair business operates in. The Board was not consulted with or informed of these decisions that are contrary to our recommendation.

The Board's recommendation on the fuel system is based on the following points:

Jet A

The crop spraying operation is the largest user of jet A. This requires the FBO's management.

The FBO should purchase the fuel and be paid funds collected by The City less an established flow rate.

AV Gas

Self – service does not require management that would entitle the FBO compensation

The City will be capable of monitoring the fuel levels within the fuel program

The City can order fuel as other cities without FBOs do

The Board is adamantly against the FBO selling fuel that was purchased with public money

Speaking for the board, I request The Council to consider postponing action on the FBO contract to allow The Board to reevaluate the FBO's contract and review the new fuel system.

The Airport Advisory Board's members are a diversified group with expertise in many different areas. We are focused on serving the community by our positions on this board as ordained by the City code. Unfortunately The City Administrator does not respect The Board's authority. He has repeatedly excluded The Board from matters we are responsible for. At this point The Board's level of mistrust with the City Administrator is irreparable.



## FBO Contract and Fuel Sales 2022 - 2023

We are asking, as requested by City Manager Dylan Mulfinger, the 2022-2023 FBO Contract be increased by 2% from \$35,292. to \$35,998.

We are also in agreement with Dylan that we would keep control of fuel sales, both Jet A and Low Led (Avgas) as in the past.

The Credit Card System is being installed and once it is up and running we understand the following **differences** will occur:

All fuel sales will be ran through the credit card system.

All proceeds from the fuel sales will be in the City's account.

The city will cut a check to Tegeler Aviation at the end of each month for the profit split agreed on.

The following procedures will **remain the same**:

Tegeler Aviation will:

-continue to monitor fuel equipment daily and make minor repairs as needed.

-continue to monitor fuel equipment daily and call for major repairs needed.

-lock and unlock pumps when necessary.

-accept phone calls at all hours to assist Pilots with the use of the pumps

-monitor the quantities of the fuels and call for pricing to 2-4 vendors for the current best price

MONITORING the fuel quantities during the spray season is an hour by hour job as the planes take thousands of gallons of fuel in a small period of time. We get trucks at times on a daily basis.

-call local airports as to whether they are getting fuel as to share a tanker to get a better price.

-meet and help the trucker/tanker deliver fuel and fill the tanks at all hours of the day or night.

-keep peace amongst the Spray Plane companies as to parking/fueling/maintenance.

-continue to set the fuel sale price and include the city's percentage in doing so.

All other items in the current contract are fine as written.

Respectfully Submitted,  
Tegeler Aviation, LLC  
George Tegeler





Oelwein Municipal Airport FBO Lease July 1, 2021 to June 30, 2022

THIS AGREEMENT, made and entered into the date executed below, between the City of Oelwein, Iowa, hereinafter referred to as the Lessor, and George J. Tegeler, d/b/a Tegeler Aviation, LLC, hereinafter referred to as Lessee.

WHEREAS, Lessor owns and operates the Oelwein Municipal Airport and the Lessor is willing to lease to the Lessee certain premises hereinafter more fully described and located on said airport upon the terms and conditions and stated herein;

WHEREAS, the said leased premises may be used for the operation of a flight training school, aircraft maintenance and repair, aircraft charter, aircraft sale and rental, and sales of aircraft gasoline and oil. Lessee may also conduct his business on premises relating to sales and services of aircraft, and building and constructing various makes and models of experimental aircraft. Lessee, at Lessee's option, may conduct additional business activity on the leased premises, which is permitted by, or not prohibited, by law and expressly approved in writing, in advance, by the Lessor upon a written proposal submitted by Lessee. Lessee must keep 100 Low Lead and Jet A fuel on hand for resale to local and transit aircraft, or as allocated, and have fuel service available from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary and,

WHEREAS, under the terms of the Lease, the Lessee shall be responsible for operating a base radio and communications equipment, which is located in buildings that Lessee occupies, at all times from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary.

NOW THEREFORE, in consideration of the rent, covenants and agreements herein contained, Lessor does hereby lease to Lessee, maintenance hangar and an office in the Terminal Building.

1. Compensation for grounds keeping paid to FBO is \$2,941.00 per month (\$35,292.08 annually) from July 1, 2021 thru June 30, 2022. Said amount to be payable to Lessee monthly with the amount being due by last day of each month. It is understood that the designated office space is for the exclusive use of the fixed base operator, but the public lounge and restroom area in the administration buildings are public use facilities.

- A. Lessee shall provide for and supply at its expense all janitorial and custodial service with respect to the buildings and facilities associated with the leased premises and shall maintain all premises in a clean and accommodating appearance for persons using the same during normal hours of operation or when requested or necessary, except that Lessor shall supply janitorial supplies for the public lounge (designated room A) and restroom areas in the administration buildings herein designated as public-use facilities.
- B. Lessee shall attend to necessary maintenance, involved in keeping runways, and adjoining areas, taxi-ways and lawn areas mowed, and free of snow as required, provided Lessor will furnish equipment and fuel for mowing and snow removal.
- C. Lessee shall provide labor for basic preventive maintenance and repairs on buildings, facilities, grounds and equipment. Any major repair, rebuilding or alteration, including painting, seeding, overhauling, building or similar matter shall be the responsibility of Lessor as listed in the FBO contract duties.
- D. Lessee shall enforce any rules or ordinances of the City applicable to the Oelwein Municipal Airport.



2. The term of this Lease shall be for the period commencing at midnight on July 1, 2021 through to and ending at midnight on June 30, 2022.

3. Lessee shall maintain a log of all airport activity. Lessee shall report as needed to Lessor through the City Administrator or his designee all important, unusual and otherwise pertinent information. Failure to provide the report to the City will result in delay of monthly compensation. Lessee shall attend the Airport Board meetings and submit an activity report including, but not limited to: the number of take-offs and landings, identity of businesses using the airport facilities, type of aircraft (single twin or jet), and all other activities. Lessee shall also have an attendant present, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Lessee shall comply with the courtesy car and FBO protocol incorporated herein by this reference and attached marked as Exhibits A and shall provide all drivers with Exhibit B.

4. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 208 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting activities of an aeronautical nature.

5. Insurance. The Lessee shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Lessee's operations under the Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval for the City for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days' prior notice to the City in writing.

A. Liability Insurance Requirements. The Lessee shall procure and maintain, at its own expense liability insurance as hereinafter specified. The liability insurance required is as follows:

1. Commercial General Liability Insurance issued to the Lessee and protecting it from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operation under his Contract, whether such operation be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the Lessee or by a subcontractor under him, or by anyone for whose acts any of them may be liable.
  - All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of one occurrence for bodily injury, including, death, and property damage. The General Liability policy should have a general aggregate limit of \$2,000,000 for all damages and a products completed operations aggregate of \$2,000,000 for all damages.
  - All such insurance shall be written on a comprehensive policy form and shall specifically cover products and completed operations. Certificates evidencing the issuance of such insurance, addressed to the City, shall be filed within ten (10) days after the date of the execution of the contract.
2. The policy shall include the City as an additional insured. The insurer shall give the City notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the City at least thirty (30) days' prior written notification of any cancellation or termination by refusal to renew the policy



or of any change in coverage of the policy.

- B. Workers' Compensation Insurance. The Lessee shall maintain at his own expense Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Lessee in accordance with the provisions of the laws of the State of Iowa. The Lessee shall furnish the City with a certificate giving the evidence that the Lessee is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions. This policy should also include Employer's Liability Insurance with minimum limits of \$500,000 each accident for bodily injury, \$500,000 each accident for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease.

6. Special Provisions. All liability policies which include the City as an additional insured shall include a Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

- A. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the City as an Additional Insured does not waive any of the defenses of governmental immunity available to the City under Iowa code Section 670.4 as it now exists and as it may be amended from time to time.
- B. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- C. Assertion of Government Immunity. The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- D. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the City under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City.

7. Lessee agrees to observe and obey reasonable rules and regulations with respect to the use of the premises; provided, however, that such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee's aircraft at the airport. Lessee and all of its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any Department or Agency thereof, and the State of Iowa.

8. Lessee shall not assign, sublet nor hypothecate this Lease without the written consent of the Lessor, except that said Lease may be assigned by Lessee to any corporation owned by, or that in which it may become shareholder of, but such assignment shall not relieve or release the Lessee from the terms and obligations of this Lease insofar as the Lessor is concerned.

9. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not discriminatory prices for each unit of service; provided the Lessee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.



10. Lessor agrees to pay for lights, "T" hangar lights, wind sock light, wind "T" lights, security lights, repair and maintenance radio and communications equipment at the airport.

11. Lessor reserves the right to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

12. Lessor reserves the right to seek Federal and/or State funds to develop and improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit and without interference or hindrance from the Lessee.

13. Lessor reserves the right to take any action it considered necessary to protect the aerial approaches of the airport against obstructor, together with the right to prevent Lessee from creating, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

14. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area and publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, so far as they are inconsistent with the provisions of the agreement with the Government shall be suspended.

15. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and United States relative to the maintenance, operation or development of the airport.

16. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of Federal Aviation Regulations. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

17. The Lessee agrees that no signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of the Lessor.

18. Lessee shall not use City vehicles or equipment for personal use.

19. In consideration that the aircraft fuel system is provided to the Lessee at no cost, the Lessee agrees to submit an invoice, as needed, of his cost of the fuel purchased for approval of his proposed retail price. As demand dictates Lessee will provide aircraft maintenance, aircraft rental and flight training. Lessee will pay Lessor flow fee of \$.10 per gallon for all aircraft fuel and Jet A fuel pumped. Lessor agrees to pay losses incurred on Jet A fuel up to 1000 gallons if fuel age extends beyond one year from last Jet A purchase date. Lessee will provide a report each month on the fuel usage and will provide payment to the city on the last day of each month for the flow fee.

20. When the city installs new gas pumps for the Oelwein municipal Airport, all fuel operations will run through the City of Oelwein. Tegeler Aviation will have the authority to order fuel and set the price of fuel. Tegeler Aviation will notify City Hall of each order and will notify them of the current rate. City Hall will issue a check each month of fuel proceeds to Tegeler Aviation. The City will track all amounts of fuel purchased and sold at the Oelwein Municipal Airport. The flow fee will be taken out of the payment to Tegeler Aviation and Tegeler Aviation will not be required to reimburse the City.

21. Lessor reserves the right to enter upon the leased premises at a reasonable time for the purpose of making any inspection it may deem expedient.

22. This Lease may be terminated for non-compliance of FBO Operations at any time hereafter by either party giving the other one hundred (180) days' notice of intention to so terminate the same, or this notice shall be by registered mail. This Lease may not be assigned without the written consent of the opposite party affected thereby. If the city fails to provide a renewal to the contract before June 30, 2021 the contract will proceed month to month with no adjustments in compensation.



23. At the expiration or termination of this lease, the Lessee agrees that it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear excepted.

24. Lessee will provide a report monthly to the Airport Board and the City Administrator on the activities of the airport.

25. This agreement shall extend to and be binding upon the heirs, executors, administrators, trustee, successors, receivers and assigns of the parties hereto.

Dated at Oelwein, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF OELWEIN, IOWA

TEGELER AVIATION, LLC

By: \_\_\_\_\_  
Brett DeVore, Mayor

By: \_\_\_\_\_  
George J. Tegeler

NOTE: The intent of this Contract is to be an Agreement between a Lessor and Lessee. It is not to be interpreted as an employer, employee relationship and shall not be construed by anyone as such.

SECTION 6-57. JUDICIAL REVIEW.

Any person aggrieved, or any taxpayer affected, by any decision of the board of adjustment, may appeal to the court of record as provided in Iowa Statutes, section 414.15. (Ord. No. 547, Section 8, 9-27-76.)

SECTION 6-58. ADMINISTRATIVE AGENCY.

It shall be the duty of the Oelwein Airport Zoning Commission to administer the regulations prescribed herein. Applications for permits and variances shall be made to the Oelwein Airport Zoning Commission upon a form furnished by him. Applications required by this article to be submitted to the administrative agency shall be promptly considered and granted or denied. Application for action by the board of adjustment shall be forthwith transmitted by the Oelwein Airport Zoning Commission. (Ord. No. 547, Section 9, 9-27-76.)

SECTION 6-59. PENALTIES.

Each violation of this article or of any regulation, order, or ruling promulgated hereunder shall constitute a misdemeanor, and be punishable by a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than one (1) year or both; and each day a violation continues to exist shall constitute a separate offense. (Ord. No. 547, Section 10, 9-27-76.)

SECTION 6-60. CONFLICTING REGULATIONS.

Where there exists a conflict between any of the regulations or limitations prescribed in this article and any other regulations applicable to the same area, whether the conflict be with respect to height of structures, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail. (Ord. No. 547, Section 11, 9-27-76.)

SECTION 6-61. SEVERABILITY.

If any provisions of this article or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable. (Ord. No. 547, Section 12, 9-27-76.)

ARTICLE IV

OELWEIN AIRPORT BOARD

SECTION 6-100. BOARD ESTABLISHED.

A. There is hereby established in and for the City of Oelwein, the Oelwein Airport Board (hereinafter referred to in this subchapter as the board) created under Chapter 392 of the Iowa Code for the purpose of assisting the City of Oelwein in governing the operation of the Oelwein Airport and managing the development of land and infrastructure in the area adjacent to the airport, pursuant to the terms and provisions of this subchapter and the Municipal Code of the City of Oelwein.

B. Subject to this Article, the Board shall succeed to the current responsibilities of the Oelwein Airport Commission which is hereby abolished.

C. The board shall consist of five members each having the right to vote. The members shall be appointed by the Mayor, which appointment shall be approved by the City Council. Two (2) board members shall initially be appointed for two years, two (2) board members for three years, and one (1) board member appointed for four years. The terms of the board members initially appointed shall be determined by their appointment. Absent members lots shall be drawn by proxy. Thereafter, the term of each member shall be for four years and any vacancies occurring in the membership shall be filled in accordance with this chapter. The terms of board members shall expire on and as of June 30 of the year in which their terms expire. All appointments after the original appointments shall be in accordance with this chapter.

D. Any member of the board may be removed by a majority vote of the City Council.

E. Absence from three (3) consecutive regular meetings of the Airport Board, or failure to attend one-fourth of all regular meetings in any year, excepting absences due to illness, shall be cause for removal of the board member.

#### SECTION 6-101. QUALIFICATIONS OF BOARD MEMBERS.

To be eligible to be appointed a member of the Oelwein Airport Board the appointee must be a resident of the City of Oelwein, except two members may be residents of Fayette County or a county adjacent thereto. Board members should have expertise in aviation, business, accounting, finance, marketing, engineering, law, real estate development, management or other fields of value to the operation of the airport and the management of development of adjacent areas.

#### SECTION 6-102. ORGANIZATION OF THE BOARD.

A. At its first meeting, the board shall elect a chairperson, a vice-chairperson, from its own membership. The presence of three members of the board shall constitute a quorum for the transaction of business. All actions of the board shall be by resolution or motion and the affirmative vote of at least three members shall be required for the passage of either action. (Ord. No. 988, Section 1, 11-13-2000.)

B. The Chair shall preside over all regular or special meetings of the Airport Board. In the absence of the Chair, the Vice-Chair shall preside over all regular or special meetings.

C. Only the Chair shall speak for the Airport Board. In the absence of the Chair, only the Vice-Chair shall speak for the Airport Board.

D. The Chair shall make an annual report, and other reports as may be requested from time to time by the Mayor or City Council, of the Airport Boards' activities and any recommendations for the development and operation.

#### SECTION 6-103. MEETING AND MINUTES.

The board shall hold at least one public meeting each month, at such times and places as the board shall establish. Special meetings may be called by the Chair, or in the absence of the Chair, by the Vice-Chair. Minutes of each meeting shall be kept and all resolutions and minutes shall be open to public inspection. Board meetings shall be conducted in compliance with all applicable state or federal laws, including, but not limited to Chapter 21 of the Iowa Code, Open Meetings.

#### SECTION 6-104. POWERS AND RESPONSIBILITIES OF THE BOARD.

The board, except as otherwise herein provided, shall perform the following duties and responsibilities as to the operation of the Oelwein Municipal Airport and the management and development of adjacent areas, including but not limited to the following:

1. The board shall recommend for adoption and implementation by the City Council regulations for the control, operation, supervision and maintenance and security of the airport.
2. The board shall recommend for adoption and implementation by the City of Oelwein, rates and charges for use of the airport, airport facilities or airport services, to support the operations and development of the airport, except that admission charges and temporary parking charges for special events may be set by board resolution. The level of rates and charges shall be consistent with the operating and capital improvement budgets.
3. The board shall negotiate and recommend for adoption and implementation by the City of Oelwein leases, concession agreements, and operating agreements of not to exceed three years in duration for the use of real property and facilities under the jurisdiction of the Oelwein Airport.
4. The board shall solicit applications, interview, screen and recommend to the mayor an FBO to be appointed by the Mayor, which appointment shall be approved by the City Council.
5. The board shall receive and investigate complaints pertaining to the airport facilities and operation and shall report said complaints and findings to the City Council.
6. The board shall recommend for approval by the city council, maintain and follow yearly operating and capital improvement budgets included as part of the total city budget. The board shall submit its operating and capital budgets to the City Administrator for recommendation and transmittal to the city council in accordance with time tables established by



the City Administrator. All expenditures and all transfers between account codes shall be reported and shall be reflected in monthly and annual reports prepared by the city administrator. (Ord. No. 988, Section 2, 11-13-2000).

7. The board shall recommend for adoption and implementation by the City of Oelwein a marketing plan aimed at establishing the Oelwein Airport as an economic generator and attraction for the City of Oelwein and the State of Iowa. The board shall engage in appropriate activities which will promote improvements and growth in general aviation use of the airport, as well as air transportation related services for the community.

8. The board shall recommend for adoption and implementation by the City Council all plans associated with development or redevelopment of the airport.

9. The board shall ensure that all airport revenues collected are credited to the general fund, and that all expenditures from said fund for airport, purposes are done in accordance with applicable local, state and federal laws and regulations.

10. The board shall cooperate with the City Council other commissions, boards and civic organization(s).

11. The board shall file with the city clerk for public inspection copies of minutes summarizing all board meetings, including resolutions and motions passed by the board within seven days of the meeting at which the minutes were approved. The minutes of each preceding meeting shall be presented at the next meeting for approval by the airport board.

#### SECTION 6-105. POWERS RESERVED BY THE CITY COUNCIL.

In addition to those powers previously reserved to the Mayor or city council, the following powers are specifically reserved to the city council.

1. The purchase, lease, sale or change of supplies, equipment and materials and to procure services.

2. All property interests, whether real or personal, shall be acquired in the name of the City of Oelwein and at all times remain an asset of the City of Oelwein.

3. The exercise of the power of eminent domain.

4. The levying of real property taxes.

5. The undertaking of debt, including the issuance of bonds, or the execution of any form of loan or promissory note.

6. The mortgage, sale or conveyance of airport assets or real property or its encumbrance for a period in excess of three years.

7. Approval and acceptance of state or federal grants or subsidies.
8. The establishment of insurance limits and procurement of insurance for the airport.
9. The representation and defense of the airport in all disputes, claims, actions or lawsuits, including the settlement of all such matters.
10. Approval of the airport land use development plans and amendments thereto. The Council shall provide directives to the board for carrying out such plan which the board shall be required to follow.
11. The right to have any person aggrieved by the board in matters of health, safety or property appear before the city council.
12. The appointment of a council person liaison to the Airport Board.

SECTION 6-106. FIXED BASE OPERATOR.

A. Appointment of a FBO. A FBO shall be appointed by the Mayor, which appointment shall be approved by the city council. The Mayor shall consult with the board before such appointment. The Mayor and the chair of the airport board shall jointly review and evaluate the performance of the FBO at appropriate times, but not less than annually.

B. Duties of the FBO. The FBO shall be responsible for:

1. The implementation of the policies, programs, and plans of the City of Oelwein and the Oelwein Airport Board, and for representing the position of the city and board as requested with regard thereto.
2. Assisting the city and board as requested in communications with state and federal agencies.
3. Assisting the city and board as requested in the preparation of a yearly operating and capital improvement budget for the airport.
4. Assisting the city and board as requested in the formulation of rules, regulations, operating agreements, contracts, grant applications, and other such matters as the city and board shall from time to time determine.
5. All airport operations and activities.
6. The maintenance and protection of airport property.

(Ord. No. 980, 04-24-2000.)

