



Agenda

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

6:30 PM

June 16, 2022

Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- [1.](#) Consideration of a motion to approve minutes for the May 19, 2022 meeting.

EXPENSE REVIEW

- [2.](#) Consideration of a motion to approve the May expense reports.

FBO REPORT

OLD BUSINESS

- [3.](#) Consideration of a motion to make a recommendation to the City Council on the fuel system sales at the Oelwein Municipal Airport.
- [4.](#) Update on Windssock

NEW BUSINESS

- [5.](#) Consideration of a motion to make a recommendation to the City Council on the FBO contract.

SCHEDULE NEXT MEETING DATE

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



Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

May 19, 2022 - 6:30 PM

CALL TO ORDER

Meeting called to order 6:30 p.m.

ROLL CALL

Present: Bryan, Woodruska, Tuschscherer, Nations, Stewart, FBO Tegeler

Absent: Bagge

APPROVAL OF MINUTES AND EXPENSES

Motion Woodruska, Second Nations All Aye

FBO REPORT

John Bagge has had the windsock tower rebuilt. The repair/modification looks good. Procedures for airport disbursements were discussed. Board members are not authorized to make purchases without the consent of City Administration. Voltmer Electric still has not responded concerning overcharging for the windsock lite repair.

OLD BUSINESS

The first grade field trip went well. Members Tuschscherer, Woodruska and Bryan presented an airport and aviation program to 100 students. The 5/21 Young Eagle event was discussed. It was reported 60 kids have registered. A conversation took place on replacing the jet A tank. Dick's Petroleum quoted a 12,000 gallon diesel tank at \$51,000. This doesn't include the cost of installation, pumps or converting the existing tank to jet A.

NEW BUISNESS

The upcoming crop spraying season was discussed.

SCHEDULE NEXT MEETING

June 16

ADJOURNMENT

Motion Tuschscherer, second Nations to adjourn at 7:00 pm

CITY OF OELWEIN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2022

Item 2.

GENERAL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>AIRPORT</u>						
001-2800-43110	HANGAR RENT	976.00	16,063.00	16,000.00	(63.00)	100.4
001-2800-43120	LAND RENT	.00	36,225.00	30,000.00	(6,225.00)	120.8
001-2800-47053	COURTESY CAR DONATIONS	.00	.00	100.00	100.00	.0
001-2800-47130	JET A/100LL FUEL REIMBURSEMENT	.00	3,400.01	4,500.00	1,099.99	75.6
	TOTAL AIRPORT	976.00	55,688.01	50,600.00	(5,088.01)	110.1
	TOTAL FUND REVENUE	976.00	55,688.01	50,600.00	(5,088.01)	110.1

CITY OF OELWEIN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2022

Item 2.

GENERAL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>AIRPORT</u>						
001-2800-60100	SALARY	.00	121.42	500.00	378.58	24.3
001-2800-63100	BUILDING	.00	14,820.50	2,500.00	(12,320.50)	592.8
001-2800-63310	VEHICLE	.00	138.47	1,500.00	1,361.53	9.2
001-2800-63730	COMMUNICATIONS	75.40	831.66	1,000.00	168.34	83.2
001-2800-63810	UTILITIES	277.13	3,750.93	5,500.00	1,749.07	68.2
001-2800-64950	CONTRACTS	2,941.00	32,351.00	35,700.00	3,349.00	90.6
001-2800-65041	EQUIPMENT	1,175.92	3,812.96	2,500.00	(1,312.96)	152.5
001-2800-65060	OFFICE SUPPLIES	22.01	259.77	500.00	240.23	52.0
	TOTAL AIRPORT	<u>4,491.46</u>	<u>56,086.71</u>	<u>49,700.00</u>	<u>(6,386.71)</u>	<u>112.9</u>
	TOTAL FUND EXPENDITURES	<u>4,491.46</u>	<u>56,086.71</u>	<u>49,700.00</u>	<u>(6,386.71)</u>	<u>112.9</u>
	NET REVENUE OVER EXPENDITURES	<u>(3,515.46)</u>	<u>(398.70)</u>	<u>900.00</u>	<u>1,298.70</u>	<u>(44.3)</u>

Report Criteria:

Actual amounts

All accounts

Account.Account number = "001280043110"-001280065060"

Journal	Payee or Description	Debit Amount	Credit Amount	Balance
001-2800-43110 HANGAR RENT				
AR	Payment Applied - Hangars - MICHAEL WILHEL		65.00-	
AR	Payment Applied - Hangars - KATHERINE McCA		65.00-	
AR	Payment Applied - Hangars - PAUL MARCOTTE		65.00-	
AR	Payment Applied - Hangars - KYLE RICH-CROP		56.00-	
AR	Payment Applied - Hangars - KYLE RICH-CROP		90.00-	
AR	Payment Applied - Hangars - KYLE RICH-CROP		90.00-	
AR	Payment Applied - Hangars - KYLE RICH-CROP		155.00-	
AR	Payment Applied - Hangars - JOHN PEACOCK		390.00-	
YTD Encumbrance	.00 YTD Actual	16,063.00- Total	16,063.00- YTD Budget	16,000.00- Unearned 63.00-
001-2800-43120 LAND RENT				
YTD Encumbrance	.00 YTD Actual	36,225.00- Total	36,225.00- YTD Budget	30,000.00- Unearned 6,225.00-
001-2800-47053 COURTESY CAR DONATIONS				
YTD Encumbrance	.00 YTD Actual	.00 Total	.00 YTD Budget	100.00- Unearned 100.00
001-2800-47100 ELECTRICAL REIMBURSEMENT				
YTD Encumbrance	.00 YTD Actual	.00 Total	.00 YTD Budget	.00 Unearned .00
001-2800-47130 JET A/100LL FUEL REIMBURSEMENT				
YTD Encumbrance	.00 YTD Actual	3,400.01- Total	3,400.01- YTD Budget	4,500.00- Unearned 1,099.99
001-2800-47990 MISC				
YTD Encumbrance	.00 YTD Actual	.00 Total	.00 YTD Budget	.00 Unearned .00
001-2800-60100 SALARY				
YTD Encumbrance	.00 YTD Actual	121.42 Total	121.42 YTD Budget	500.00 Unexpended 378.58
001-2800-63100 BUILDING				
YTD Encumbrance	.00 YTD Actual	14,820.50 Total	14,820.50 YTD Budget	2,500.00 Unexpended 12,320.50-
001-2800-63310 VEHICLE				
YTD Encumbrance	.00 YTD Actual	138.47 Total	138.47 YTD Budget	1,500.00 Unexpended 1,361.53
001-2800-63730 COMMUNICATIONS				
AP	COMMUNITY DIGITAL WIRELESS LLC	43.95		
	**Desc: AIRPORT INTERNET SERVICE			
AP	AUREON COMMUNICATIONS	31.45		
	**Desc: AIRPORT PHONE SERVICE			

Journal	Payee or Description	Debit Amount	Credit Amount	Balance
YTD Encumbrance	.00 YTD Actual	831.66 Total	831.66 YTD Budget	1,000.00 Unexpended 168.34

001-2800-63810 UTILITIES

AP	BLACKHAWK WASTE DISPOSAL CO INC	33.60		
	**Desc: GARBAGE PICKUP			
AP	EAGLE POINT ENERGY 5 LLC	223.80		
	**Desc: ELECTRIC SERVICE			
AP	ALLIANT ENERGY	19.73		
	**Desc: ELECTRIC SERVICE			

YTD Encumbrance	.00 YTD Actual	3,750.93 Total	3,750.93 YTD Budget	5,500.00 Unexpended 1,749.07
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001-2800-64950 CONTRACTS

AP	TEGELER AVIATION LLC	2,941.00		
	**Desc: MAY FBO FEE			

YTD Encumbrance	.00 YTD Actual	32,351.00 Total	32,351.00 YTD Budget	35,700.00 Unexpended 3,349.00
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001-2800-65041 EQUIPMENT

AP	MULGREW OIL CO	1,175.92		
	**Desc: DIESEL FUEL - AIRPORT			

YTD Encumbrance	.00 YTD Actual	3,812.96 Total	3,812.96 YTD Budget	2,500.00 Unexpended 1,312.96-
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001-2800-65060 OFFICE SUPPLIES

AP	QUADIENT FINANCE USA INC	22.01		
	**Desc: POSTAGE 1/18/2022--3/17/2022			

YTD Encumbrance	.00 YTD Actual	259.77 Total	259.77 YTD Budget	500.00 Unexpended 240.23
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Number of transactions: 16	Number of accounts: 14	Debit	Credit	Proof
Grand Totals:		4,491.46	976.00-	3,515.46

Report Criteria:

Actual amounts

All accounts

Account.Account number = "001280043110"-001280065060"



To: Oelwein Airport Board

From: Dylan Mulfinger, City Administrator

Subject: Airport Fixed Based Operator Contract and
Fuel Sales

Policy Date: 6/16/2022

The City Administrator is requesting direction from the airport board on the FBO contract and fuel services at the airport.

The City Administrator is not interested in setting prices for fuel or managing the system. The city prefers the current process where George Tegeler administers the system and makes money by taking care of this service for the city. While the city will run the purchasing and sale of fuel through the new city system, this was not intended to change the current process. The city understands that Tegeler profits from this fuel which helps keep his business at the airport. Removing this incentive for the fixed based operator (FBO) may jeopardize the current agreement and could lead to the city seeking a new FBO.

The City Administrator requests to the Airport Board to reconsider their recommendation of fuel sales. The new fuel system was brought in to make it easier for local pilots and visiting pilots to fuel up their airplanes. The new fuel system was not intended to start generating a profit for the city at this time. The City Administrator hopes to keep Tegeler at the airport for the foreseeable future and then evaluate the airport FBO contract should Tegeler retire.

Items that the Airport Board should also provide feedback on in the FBO contract are grounds, facilities cleaning, compensation, and performance. Feedback from the board will help the city ensure that the contract is being followed. The city can then provide direction to Gerge on what needs to be improved and what is going well to the FBO. The City is currently proposing a two percent increase in the FBO contract as the same in last year's contract.

The City Administrator plans to bring Tegeler's contract to the June 27 City Council Meeting. Feedback from the Airport Board is essential to help the City Council make their final decision.



1732 Old Stage Rd., PO Box 200
Decorah, IA 52101
Phone: 563-382-9214
Fax: 563-382-5923
www.voltmerelectric.com

6/7/2022

Dylan Mulfinger
City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

RE: Oelwein Municipal Airport

Dear Dylan,

Thank you for reaching out about your concerns of pricing on the repairs Voltmer, Inc. provided on the airport's wind cone last year. I can appreciate that the City wants to make sure their money is spent appropriately, however, I am surprised the City is bringing forward these concerns 6 months after the invoice was paid.

The quotes you provided from the manufacturer cannot be used as an actual comparison to what we charged you because we must purchase the replacement parts from the manufacturer's distributor which includes the distributor's markup. In addition, we have a standard markup that we include on all of our service related materials to cover the necessary overhead costs we incur. The comment that a whole wind cone could be replaced at the cost you were billed for is not accurate as there would be other materials, equipment and additional labor would also need to be included. Our typical price to replace a windcone like Oelwein's ranges from \$7,500.00 to \$10,500.00 depending on additional material required and number of trips.

We invoiced you our normal pricing for service work and unfortunately cannot offer you a credit/refund.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gerad Voltmer', is written over a horizontal line.

Gerad Voltmer
President



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.

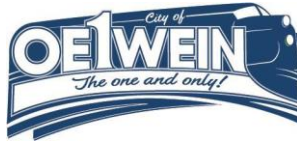
CITY OF OELWEIN, IOWA

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.



Oelwein Municipal Airport FBO Lease Exhibit A July 1, 2021

- FBO is granted the authority to implement and administer protocol for granting competent and qualified Guests Pilots and Fly-in Guest permission to use Oelwein Airport courtesy car. Exercise of this authority shall be consistent with instructions herein.
- The Courtesy Car shall be titled to "Courtesy Car" and shall be identified on the front driver and passenger side doors of the vehicle as the "Courtesy Car".
- The Courtesy Car shall be under control of FBO or designee(s).
- FBO to maintain the courtesy car as safe and mechanically fit for use and shall maintain interior and exterior in reasonably clean condition. Any major issues will be corrected by the city.
- Courtesy car to be made available for convenience of licensed Guest Pilots and Fly-in Guests patronizing the Oelwein Municipal Airport and shall not be used by any other persons for any other purpose.
- Courtesy car and ignition key to be secured by FBO at all times the vehicle is not in use by licensed Guest Pilot and Fly-in Guests.
- Vehicle keys to be issued to Guest Pilot and Fly-in Guest. FBO shall make contact with Guest Pilot and courtesy car operator.
- FBO may grant permission to licensed Guest Pilots and Fly-in Guests to use courtesy car, conditioned on:
 - FBO' s personal contact with operator
 - FBO shall confirm operator has a valid drivers license and liability insurance
 - FBO has no reason to believe Guest Pilot or operator will exceed authorized use of vehicle
 - FBO obtains assurances that vehicle will be used for personal convenience of Guest Pilot and Fly-in Guests and not for commercial purpose
- FBO shall confirm Courtesy Car Operator meets minimum age requirements to operate a motor vehicle in Iowa.
- FBO shall provide Courtesy Car Operator with the terms and conditions of the courtesy car program and shall secure and retain a properly executed acknowledgment by each Guest Pilot who accepts use of the courtesy car.
- FBO shall exercise reasonable care to confirm operator shall have a valid drivers license in his/her possession at all times while operating the courtesy car.
- FBO shall deny use of the courtesy car to any person who has previously exceeded authorized use of courtesy car
- FBO shall support and enforce provisions of this and/or subsequent courtesy car program protocol.
- FBO shall report to the Oelwein City Administrator or their designee, all incidents involving the operation of the vehicle that could result in a violation, citation, charge, arrest warrant or civil action, not later than the close of the next business day.
- FBO to maintain records of all drivers authorized to operate the courtesy car: Name and Airplane Identification

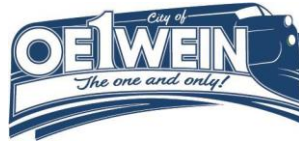


Exhibit B

Oelwein Municipal Airport Courtesy Car Driver Guidelines

Guest Pilot/ Vehicle Operator by accepting use of Oelwein Municipal Airport courtesy car, accepts and agrees to the following terms and conditions:

- Assume personal responsibility that the automobile is in proper operating condition, clear of snow and ice (in winter months) and that visibility is unrestricted.
- Agrees to obey the laws, federal, state and local, drive with diligence and abide by the provisions of the courtesy car program at all times.
- Turn off ignition, remove key and lock vehicle when unattended.
- Operating courtesy car off roadway is not permitted.
- Smoking in the courtesy car is not permitted.
- Alcoholic beverages are not permitted in the courtesy car.
- Driver shall not use cell phone or any type of earphone equipment while driving the courtesy car.
- Driver assumes all responsibility for all fines resulting from traffic or parking violations arising out of the use of the courtesy car while the courtesy car is entrusted to Driver.
- Assure no other person will be permitted to operate the courtesy car entrusted to Guest Pilot's control.
- The number of passengers may not exceed the number of seat belts. All occupants of the courtesy car are required to wear seat belts at all times.
- Assure all passengers will adhere to all safety rules at all times.
- Accident reporting is required.
 - Call 911 if there are injuries.
 - If no injuries, call the local law enforcement.
 - Obtain and document all information for the accident investigation form provided.
 - Provide the other party with insurance information contained in the vehicle, as well as your name, address and phone number.
- Drive with diligence at all times, comply with state of Iowa and local laws and regulations.
- If Driver concludes that the courtesy car or conditions are unsafe, the final decision rests with the driver.
- Acknowledge that privilege to operate courtesy car shall be revoked immediately upon failure to comply with terms and conditions of courtesy car program or satisfaction of records.
- By signing below, Guest Pilot or Courtesy Car Operator affirms possession of a valid driver's license and liability insurance; acknowledges receipt of these Guidelines; and agrees to comply with all terms and conditions of the above Guidelines.