



**Grinnell FINANCE COMMITTEE Meeting**  
**MONDAY, APRIL 5, 2021 AT 8:00 A.M.**  
**VIA ZOOM**

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***TENTATIVE AGENDA***

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**ROLL CALL:** Wray (Chair), White, Bly.

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Consider resolution amending the policies and procedures for examination of open records (See Resolution No. 2021-68).
2. Consider resolution approving an agreement for fixed base operator services for the Grinnell Regional Airport (See Resolution No. 2021-69).
3. Consider resolution for monthly internal transfers of funds (See Resolution No. 2021-70).
4. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2021-71).
5. Consider extension of Emergency Paid Sick Leave & Emergency Family Medical Leave Act for COVID-19 to September 30, 2021.

**INQUIRIES:**

**ADJOURN:**

## RESOLUTION NO 2021-68

### RESOLUTION AMENDING POLICIES AND PROCEDURES FOR EXAMINATION OF OPEN RECORDS

**BE IT RESOLVED BY the City Council of the City of Grinnell;**

**WHEREAS, the City Council does hereby approve POLICIES AND PROCEDURES FOR EXAMINATION OF OPEN RECORDS as follows:**

1. Persons seeking public records within the control of the City of Grinnell may examine such records under the supervision of city staff. Examination of public records shall take place at City Hall during regular office hours (Monday – Friday 7:30 a.m. – 4:30 p.m., except holidays) under the supervision of City Clerk personnel. The City Clerk shall make available a suitable desk or table in the City Administrative Office for this purpose. City personnel shall deliver public records not maintained in the City Administrative office to that office for examination purposes. There shall be no charge for supervising the examination of public records for the first 30 minutes. Supervision charges after the first 30 minutes shall be ~~\$16.00~~\$27.00 per hour. These fees may be waived.
2. It shall be the policy of the City to respond promptly to requests for access to public records. However, responses to such requests shall not interfere with the performance of essential services and may be delayed as reasonably necessary depending on the scope of the request and personnel availability.
3. Time spent on records retrieval shall be limited to 30 minutes. Charges for records retrieval service after the first 30 minutes shall be ~~\$16.00~~\$27.00 an hour. Records retrieval service is limited to identifying and producing records that include or may include information being sought. This service does not include research or preparation of any written reports, summaries, or analysis of such information/data. This service also does not include analysis or extraction of information/data.
4. After examination, persons seeking public records copies shall specifically and clearly indicate which records they wish to have. A Public Records Request Form must be filled out and signed by the requester.
5. City staff will make copies at the rate of \$1.00 for the first page/side and \$.50 for each additional page/page for 8 ½ in x 11 in black and white, color copies shall be \$1.00 per page. Larger copies can be made at an additional charge “as determined”. Records need to be picked up at city hall unless other arrangements have been made. If records need to be mailed out, shipping and handling charges will be applied according to necessary packaging and shipping costs for the records.
6. The City Manager, City Clerk or official designee may waive copying charges for individuals or businesses who are acting in the best interest of the city of Grinnell.

7. City personnel reserve the right to require payment in advance for public records access requests. Upon completion of the request the Clerk shall refund any excess fees collected.
8. Exceptions. The foregoing policies and procedures shall not be applicable to public records access requests by officers, employees or agents of the City, or of any other governmental entity, to records requested by subpoena, or to records required by law to be kept confidential.

The custodian shall consult the City Attorney concerning requests for records that may be considered confidential records pursuant to Iowa Code Sec. 22.7. These requests include, but are not limited to: medical records, personnel or employee-related files, documents concerning litigation advantages to competitors, property appraisals concerning public projects, library patron records, and names and addresses of complainants. The City Clerk or her staff will inform the requesting party in writing of any denial of records due to confidentiality.

Passed and approved this 5th day of April 2021.

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DAN F. AGNEW, MAYOR

ATTEST:

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ANNMARIE WINGERTER, CITY CLERK

# CITY OF GRINNELL

## PUBLIC RECORDS REQUEST FORM

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Records requested to be examined/copied (please be very specific): \_\_\_\_\_

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\_\_\_\_\_

Although the records you are requesting are deemed “public record” under Iowa Law, you are hereby advised that your use of this information must comply with local, state, and federal laws including but not limited to laws relating to privacy, harassment, discrimination, debt collection, libel, slander, and tort. Misuse of said information by you in violation of any law is exclusively your responsibility. The City of Grinnell hereby denies any and all responsibility of how this information is used by you. If any third party makes a claim against the City of Grinnell for misuse of this information attributable to you, the City of Grinnell shall pursue all available legal remedies against you.

The undersigned acknowledges that he/she has read the above policy and understands and agrees to its terms.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Records Examination Supervision Fee: \$ \_\_\_\_\_ (\$27.00/hour)

Records Retrieval Fee: \$ \_\_\_\_\_ (\$27.00/hour)

Copy Fees: \$ \_\_\_\_\_ (\$1.00 for first page/side 8 1/2 x 11” – large copies at additional charge)

Postage & Handling Fees: \$ \_\_\_\_\_ (applicable rate for packaging & postage)

Date Paid: \_\_\_\_\_ Check [ ] # \_\_\_\_\_ Cash [ ]

Staff Initials: \_\_\_\_\_

RESOLUTION NO. 2021-69

A RESOLUTION APPROVING THE GRINNELL AIRPORT FIXED-BASE  
OPERATION LEASE AGREEMENT WITH LOWRY FLYING SERVICES, INC.

WITNESSETH:

WHEREAS, the CITY owns a Municipal Airport know as the Grinnell Regional Airport, hereinafter referred to as the AIRPORT located in the city of Grinnell, Poweshiek County, Iowa; and,

WHEREAS, the OPERATOR is engaged in the business of air transportation, aircraft maintenance, aircraft rental, flight training and other general activities related to aviation; and,

WHEREAS, the OPERATOR desires to lease certain buildings located at the AIRPORT for the conducting of certain aviation services and the CITY is willing to lease said buildings, or portions thereof, to the OPERATOR, and to permit said services to be carried on upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the rental and service fees hereinafter provided for and covenants hereinafter contained and other valuable considerations, the CITY does hereby agree to permit the services hereinafter referred to and does hereby grant, demise and lease to the OPERATOR the buildings or portions thereof depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement. Those areas specifically designated for public use in the office-terminal building shall be maintained as such and not restricted for such use by the OPERATOR.

I. TERMINAL AREA USE.

- A. The terminal areas leased by the OPERATOR shall be:
1. Manager's office.
  2. Bookkeeping - receptionist area.
  3. Student study room. This room may be reserved by the CITY with 24 hour notice if available.
  4. Office supply and janitorial supply room.

The OPERATOR will have use of the area to conduct a business in the terminal at the discretion of the City. The OPERATOR will not pay cash rent but will be responsible for the cleaning, supervision, and general upkeep of the terminal areas including all public hangar space when in transition.

B. CITY-OWNED TERMINAL BUILDING AND TERMINAL AIRPLANE HANGAR.

The OPERATOR may store two OPERATOR owned single engine

aircraft in the terminal airplane hangar at no cost if those aircraft are suitable and intended for instruction and rental. The OPERATOR may also have up to one plane in the terminal for service or repair. No plane being serviced or repaired may be in the terminal hangar for more than 30 days in any 365 day period. If a plane is in the terminal hangar being serviced or repaired for more than 30 days in any 365 day period that plane shall be subject to the established hangar rental fee retroactive to the first day it was in the terminal hangar. The OPERATOR has the right to do maintenance in the area and reserve reasonable space for such maintenance. The OPERATOR also has the right to rent overnight hangar space to transient aircraft if space is available. All rent payments by transient aircraft shall be reported annually to the CITY including dates of service and amounts collected.

In exchange for the items listed in the previous paragraph, the OPERATOR agrees to move stored aircraft in and out of the terminal hangar as necessary and assist others as needed. The OPERATOR will carry hangar keeper's liability insurance to cover the operation minimums as follows: \$500,000 for each aircraft and \$500,000 for each occurrence.

The CITY and the OPERATOR shall share rent from the terminal hangar (not t-hangar) 50% OPERATOR and 50% CITY. Rent for planes which are regularly stored in the terminal hangar shall be paid directly to the CITY. The CITY will pay the OPERATOR the appropriate monthly amount. For the purpose of this Agreement, overnight shall be defined as no more than 48 hours in any 30 day period. Payments that do not meet this definition must be reported and paid to the CITY as shared rent. Every effort should be made to fill the t-hangars prior to making the terminal building available for rent. This would not apply to planes owned by the OPERATOR. Determining rental rates for all hangar space is solely the decision of the Grinnell City Council. The OPERATOR must report the rate charged for overnight storage and the CITY may alter that rate if deemed excessive or inadequate.

The OPERATOR will receive no rent from either the hangar locally known as the GTE hangar (which is now in a long term lease with Manatts) or any of the t-hangars. The Operator shall be allowed to rent one of the half stalls in the t hangar building selected by the CITY at a cost of \$0.00 annually during the term of this Agreement. The Operator leases the Charles Hink Hangar under separate agreement with the CITY. This Agreement shall supersede the Hink Hangar agreement if any conflicts arise.

## II. ANNUAL SERVICE FEES:

The OPERATOR will pay service fees as outlined in this section for all services, which the operator provides:

For Aircraft Maintenance	\$0.00
For Student Instruction	\$0.00
For Aircraft Sales	\$0.00
For Aircraft Rental	\$0.00
For Aircraft Storage	\$0.00
For Sale of Fuel and Oil	\$0.00

Total yearly fees are \$0.00 to be paid in monthly installments of \$0.00 each.

Items that will not be provided under this Agreement.

- A. All tanks and pumps shall be and remains the property of the CITY and shall consist of at least one twelve (12) -thousand gallon tank for the storage of jet fuel and one six (6) thousand gallon tank for the storage of aviation gas. All fuel products pumped from these tanks by the OPERATOR shall be subject to a flowage charge of \$.13 per gallon payable monthly by the OPERATOR to the CITY. The OPERATOR understands that during the term of this agreement the city may undertake improvement projects that cause inconvenience and even closure. The OPERATOR will not be compensated for any inconvenience.

In the event the OPERATOR removes fuel from the tanks to transfer to any other location the OPERATOR shall pay the flowage charge on the fuel removed. The OPERATOR will immediately advise the CITY of any fuel removed. The OPERATOR must provide the CITY will copies of all fuel supplier drop slips. All fuel sold on site by the OPERATOR loaded in OPERATOR owned aircraft on site must first enter the CITY'S tanks. All fuel loaded, used or sold by the OPERATOR at the AIRPORT will pay the fuel flowage fee. The OPERATOR is responsible for purchasing and paying for all aviation fuel dispensed from the CITY'S tanks. The CITY has the right to examine all OPERATOR records to verify fuel deliveries, sales, and other related documents.

### III. ASSIGNMENT OF LEASE.

The OPERATOR shall not at any time during the term of this Agreement, or in any manner, either directly or indirectly, assign, hypothecate or transfer this agreement or any interest therein without the written consent of the CITY. This includes significant changes to the personnel assigned to the AIRPORT by the OPERATOR as determined by the CITY.

### IV. THE OPERATOR FURTHER HEREBY AGREES:

- A. To observe and obey during the term of this Agreement all laws, ordinances, rules and regulations promulgated and enforced by the CITY or by any other authority having jurisdiction over the conduct of

operations at the AIRPORT.

- B. To hold the CITY free and to indemnify, defend, and hold harmless, from loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons for any wrongful act, negligence, or omission on the part of the OPERATOR, its agents, servants and employees.
- C. To deliver to the CITY possession of the premises herein leased at the termination of this lease in good condition, reasonable wear and tear excepted and the OPERATOR shall have the right at any time during the term of this Agreement to remove his aircraft, tools, equipment and fixtures from said buildings.
- D. That no signs or advertising matter shall be erected upon the exterior of the premises without the consent of the CITY.
- E. Non-Discrimination Provisions.
  - 1. The OPERATOR for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this lease, for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the OPERATOR shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
  - 2. The OPERATOR for itself, its successors in interest, and assigns, as a part of the consideration hereby covenant that: a) no person on the grounds of race, color, sex (including pregnancy or gender identification), national origin, sexual orientation, marital status, disability, genetic information, age, parental status, or military service shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex (including pregnancy or gender identification), national origin, sexual orientation, marital status, disability, genetic information, age, parental status, or military service shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; c) that the OPERATOR shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the



Department of Transportation, and said regulations may be amended.

- F. That the OPERATOR will not exercise or grant any right or privilege which would operate to prevent any person or corporation operating aircraft on the AIRPORT from performing any service on its own aircraft with its own employees (including, but not limited to, maintenance and repairs) that it may choose to perform. The OPERATOR will work to accommodate other aerial applicator businesses and will not do anything intentionally to put any person or business at a disadvantage. Priority for space and access to services will be determined by giving priority based on fuel volume purchased from the AIRPORT the previous calendar year, number of aircraft stored permanently at the AIRPORT the previous calendar year, and number of take offs from the AIRPORT the previous calendar year. If any conflicts can not be resolved by the OPERATOR, the Grinnell City Manager will have sole discretion to make the final decisions.
- G. To maintain adequate records showing income and expenses from the buildings herein leased and from the operation of the OPERATOR'S business in connection with said buildings and make said records available to the CITY on request. All records requested shall be provided within 10 days of receiving a request. The OPERATOR shall report immediately to the CITY any changes related to aircraft stored in the all hangars and shall work with CITY to accommodate the transitions in hangar spaces. The OPERATOR shall not allow any permanent storage of aircraft without first verifying that the aircraft owner has signed the appropriate rental agreements and paid any necessary fees.
- H. Keep the proper records and take the appropriate measurements daily or as may otherwise be required so that the City can maintain its eligibility for insurance on city-owned underground fuel storage facilities.
- I. No pets or animals are to be kept at the AIRPORT at any time or for any reason, service animals excepted.
- J. Storage of non-aviation items are prohibited unless necessary to carry out other aspects of this contract (snow blower, shovels, rakes, lawn mower, vacuum, etc.). This would not apply to items provided as a convenience or as a service to the aviation community. No chemicals, fertilizers, surfactants, or related items may be stored by the OPERATOR at anytime unless part of a bona fide aerial applicator business. If part of a bona fide aerial applicator business, these items may not be stored at the AIRPORT from October 1<sup>st</sup> to May 1<sup>st</sup> at any location at the AIRPORT.
- K. To carry public liability and property damage liability insurance specifically for the fixed base operator services, including passenger liability on OPERATOR charter planes, in the amount of \$, \$2,000,000

with an additional \$5,000,000 umbrella for the benefit of the parties and shall name the CITY as an additional named insured with waiver of subrogation on all policies related to this Agreement. The Operator shall carry a \$1,000,000 general liability policy and \$1 million per occurrence. The OPERATOR will annually provide the CITY a certificate showing that all necessary insurance is in force. The OPERATOR shall also provide insurance coverage to insure against environmental accidents or injury caused by the OPERATOR or resulting from the OPERATORS activities. The CITY shall be named as an additional insured.

L. To cooperate with the CITY and others to host community events at the AIRPORT including but not limited to an annual fly-in event, one event annually in the terminal hangar with the OPERATOR having the ability to block up to four seven day periods to avoid critical work periods

V. The OPERATOR shall have the right under this Agreement to:

- A. Locate on the described premises, maintain and operate full aircraft servicing facilities, to sell aircraft, engines, accessories and parts and to provide storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business; the additional right to conduct as such activities applying to aircraft belonging to the OPERATOR; the right to give flying instructions; to provide pilots for operating planes for others and to carry passengers and freight for hire, subject to all appropriate laws of the Federal Government and the State of Iowa and the requirements of the FAA or any other duly authorized governmental agency; and other business activities secondary to aviation that cause no real or perceived harm or disruption to aviation activities. The OPERATOR may not undertake any non-aviation business at the AIRPORT without the express written consent of the CITY and that consent may be revoked without prior notice by written notice from the CITY.
- B. The non-exclusive use in common with others of the AIRPORT landing facilities and parking areas, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft.
- C. Non-exclusive access for vehicles to the leased property across property owned by the CITY and not specifically included in this lease.
- D. The non-exclusive use in common with others, of the airport. The only exclusive right conveyed by this Agreement unless otherwise stated is the right to use the city fuel system for the sale of fuel.
- E. Water usage shall be limited to occasional use. Any usage of water by the Operator over 500 gallons must be metered and paid for by the Operator.

VI. The CITY agrees and covenants as follows:

- A. That it will repair and maintain the buildings and all building systems leased to the OPERATOR and the entrance road and ramps to keep them in a usable condition.
- B. To extend to the AIRPORT, full use of the CITY'S Fire Department and fire protection facilities and the use of the CITY'S police protection and patrolling.
- C. The CITY will furnish all equipment and personnel for necessary grass and weed cutting on the portion of the property not under cultivation. This is currently being done by a private contractor and the OPERATOR shall work with the CITY to monitor this work and immediately notify the CITY of any problems associated with this work.
- D. To furnish equipment for the removal of snow from the roads, runways, taxiways and ramp area insofar as it is possible with the large equipment of the CITY. This includes all AIRPORT property and the public roadway leading to Iowa Highway 146. The OPERATOR shall provide qualified staff to operate such equipment to perform snow and ice removal from those areas. OPERATOR shall remove snow from areas adjacent to door entryways and the OPERATOR will remove snow around the City-owned terminal buildings, multiple airplane hangers and to remove that snow from around the t-hangars, which can not be removed with the CITY'S large snow removal equipment. A CITY end loader and plow will be stored at the AIRPORT and will be available for use by the OPERATOR for snow removal as may be agreed by the CITY and the OPERATOR. Any damage beyond ordinary wear and tear caused by negligence of the Operator must be repaired or replaced at the Operator's expense. During severe snow and ice events, the OPERATOR may request additional assistance from the CITY to perform snow and ice removal. The CITY will make available any materials necessary to melt snow and ice from the areas mentioned.
- E. Subject to the OPERATOR'S right to the buildings herein leased, the CITY shall make available all facilities of the AIRPORT for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- F. To pay the utility costs on the Office-Terminal Buildings and the hangars. Said costs to include the supply of usual and customary heating fuel and electrical energy for lighting, air conditioning, etc. in the office-terminal building and electrical energy for lighting in the hangars, runways, taxiways, beacon, and navigation systems. The OPERATOR shall make

every effort to use these services efficiently. The CITY shall also provide all necessary water to the airport; however, will charge for use when deemed appropriate by the CITY. The winter heat level which is to be maintained in the hangar area shall not be higher than is needed for the proper environment for planes stored in the hangars.

G. CITY is a tax exempt municipal corporation and therefore, any and all taxes incurred of any kind, nature or description shall be paid by the OPERATOR.

VII. The parties hereto, for themselves, their legal representatives, successors and assigns, further covenant and agree:

A. During any period when the AIRPORT shall be closed by any lawful authority restricting the use of the AIRPORT in such a manner as to interfere with the use of the same by OPERATOR for business operation, the rent and service fee shall not abate.

B. The CITY agrees to keep all buildings erected on the premises fully covered with insurance against damage by loss by fire or other casualty and to maintain the runway lighting facilities, airport beacon and Unicom installed at said AIRPORT and to assume full responsibility for the payment of the electrical current required in the operation of the AIRPORT. The CITY shall pay for 50% of the monthly bill for internet, television service, fax, telephone and related communications which shall include a public telephone for local calls accessible when the terminal building is closed. The OPERATOR shall carry insurance coverage against any damage to any OPERATOR owned and stored at the AIRPORT.

C. Failure on the part of the OPERATOR to pay the rent or service fees hereunder, within fifteen (15) days after the same shall become due, except as provided in Section VII A, shall authorize the CITY, at its option and without any legal proceedings, to declare this lease void, cancel the same, and enter and take possession of the property and terminate the permission to conduct any further services on the AIRPORT property by the OPERATOR.

D. If the OPERATOR shall violate any of the restrictions of the lease or shall fail to keep any of its covenants under written notice to cease such violation and a reasonable time thereafter to correct the same, the CITY shall give ten (10) days written notice to the OPERATOR, and if the violation is not solved within five (5) days, the CITY may terminate this agreement and take possession of the premises and terminate the right of the OPERATOR to conduct any services on the premises.

E. The CITY reserves the right to enter upon the premises at any reasonable

time, for the purposes of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this lease. The CITY shall be provided with keys, passwords, access codes or any other items necessary to freely access all public areas under the terms of this lease.

- F. This Agreement shall be subordinate to the provisions of any existing or future agreement between the CITY and the United States, relative to the operation or maintenance of the AIRPORT, the execution of which has been or may be required as a condition precedent to the expenditures of federal funds for the development of the AIRPORT.
- G. The CITY 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 OPERATOR in this regard.
- H. The CITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the AIRPORT as it sees fit, regardless of the desire or views of the OPERATOR, and without interference or hindrance. The OPERATOR accepts disruptions and inconvenience caused by work directed by the CITY at the AIRPORT and has no recourse against the CITY for such.
- I. The CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the OPERATOR from erecting, or permitting to be erected, any building or other structure on the AIRPORT which in the opinion of the CITY would limit the usefulness of the AIRPORT or constitute a hazard to aircraft.
- J. During time of war or national emergency the CITY 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, the publicly owned air navigation facilities and/or other area or facilities of the AIRPORT. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provision of the agreement with the Government, shall be suspended.
- K. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the AIRPORT.
- L. There is hereby reserved by the CITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased; together with the right to cause in said airspace such noise as may

be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the AIRPORT.

- M. It is understood and agreed that nothing herein contained shall be construed to grant or authorize an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- N. The term of this Agreement shall extend from July 1, 2021 thru June 30, 2024.
- O. 30-Day Cancellation and Annual Review. This Agreement may be cancelled by either party after 30 calendar day written notice to the other party to this agreement. The contract may be reviewed by the City Council and the OPERATOR at the first City Council Meeting in December or as soon thereafter as practical. It is the responsibility of the OPERATOR to initiate this review by written notice. The OPERATOR shall also participate in regular meetings as called with the City and AIRPORT users to evaluate the effectiveness of this Agreement. If the Agreement is determined to be mutually beneficial by both parties, it is the intent of both parties to extend or renew the Agreement.

#### VIII. Management of the AIRPORT

- A. The OPERATOR agrees to provide services as follows:
  - 1. Enforcement of such field rules and air traffic patterns as may be established by the CITY or the FAA.
  - 2. Daily inspection of the landing area and reporting conditions requiring attention to the CITY.
  - 3. Providing for the operation and weekly inspection of the AIRPORT lighting systems and the replacement of burned out lights or other minor parts as can be done without special equipment.
  - 4. Providing for the attendance at the AIRPORT, during normal business hours, of a competent person to oversee the management responsibilities set forth herein.
  - 5. The OPERATOR shall also promote and increase interests and activities in aviation in the Grinnell area. The OPERATOR shall provide routinely available opportunities for flight instruction and airplane rental at the AIRPORT. This may be done via use of a subcontractor; however, the Operator will responsible to ensure that their subcontractor has all necessary licenses, insurance, and other necessary requirements.
  - 6. Enforcement of resolutions regarding the furnishing of services at the AIRPORT as provided by the City Council of the City of Grinnell, Iowa.
  - 7. The OPERATOR shall advise the CITY of such work as is necessary

to keep open and usable the runways and other public facilities at said AIRPORT. The OPERATOR is not obligated to repair hard surfaced areas or maintain the fence around said AIRPORT site, nor be required to repair buildings, runway lights, (see preceding item "C") beacon or Unicom, but shall immediately advise the CITY or its representative of any needed repairs. These areas should be inspected no less than once every 30 calendar days and deficiencies reported to the CITY.

8. Place with the appropriate FAA Agency all information which affects the AIRPORT, and which warrants a NOTAM.
  9. To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided that the OPERATOR may be allowed to make reasonable and non-discriminatory discounts, rebates, and other similar types of price reductions to volume purchasers or as a method to attract new customers and retain loyal customers.
  10. The OPERATOR will keep regular business hours of Monday through Friday 8:00 a.m. to 5:00 p.m. during the months of October, November, December, January, February, March and April and 8:00 a.m. to 7:00 p.m. during the months of May, June, July, August and September.
- B. **CONTRACT PRICE.** The contract price shall be \$28,000 each year of this Agreement, payable monthly. The City will only pay for full months and will not prorate even if the lease is terminated by the CITY.
- C. **CONTRACT TERM.** This contract shall extend thru June 30, 2024, unless sooner terminated by either party and shall renew automatically unless terminated by either party.
- D. It is expressly understood and agreed that the OPERATOR and any individuals employed by the OPERATOR are not employees of the CITY. The OPERATOR and OPERATOR'S employees are independent contractors.
- E. This agreement shall be subordinate to the provisions of any existing or future agreements between the City and the United States of America relative to the operation or maintenance of the AIRPORT, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the AIRPORT.
- F. **30-Day Cancellation.** This Agreement may be cancelled by either party after 30 calendar day written notice to the other party to this agreement.

This entire agreement is subject to approval by the Federal Aviation Administration and in the event approval is not granted this lease shall become null and void.

Passed and approved this 5th day of April 2021.

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Dan F. Agnew, Mayor

ATTEST:

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Annmarie Wingerter, City Clerk



RESOLUTION NO. 2021-70

**RESOLUTION FOR MONTHLY INTERNAL TRANSFER FUNDS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA:

The following transfer is hereby authorized:

**FROM FUND**

001.4-950.4.6790 GENERAL - \$ 45,277.88

**TO FUND:**

003-3.410.3.4790 GENERAL LIBRARY - \$ 45,277.88

**PURPOSE OF TRANSFERS**

To generate funds for April 2021 expenses incurred by Library per budget as approved by council with city claims for March.

PASSED AND APPROVED this 5th day of April 2021.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2021-71

**RESOLUTION TO TRANSFER FUNDS MONTHLY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA:

The following monthly transfer is hereby authorized:

**FROM:**

112 TRUST & AGENCY	Monthly Transfer	\$10,963.62
610 WATER	Monthly Transfer	1,271.00
620 SEWER	Monthly Transfer	1,152.51
630 STORM WATER	Monthly Transfer	87.08
670 SOLID WASTE	Monthly Transfer	1,431.20
		\$14,905.41

**TO:**

138 MEDICAL INSURANCE RESERVE	\$14,905.41
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**PURPOSE OF TRANSFERS**

For medical insurance reserve monthly transfers as budgeted for FY21.

PASSED AND APPROVED this 5th day of April 2021.

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Dan F. Agnew, Mayor

Attest:

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Annmarie Wingerter, City Clerk/Finance Director