

SOUTH CENTRAL REGIONAL AIRPORT AGENCY

Meeting of the Board

Tuesday, February 22, 2022 – 6:00 p.m.

Pella Public Safety Complex at 614 Main Street, Pella, IA 50219

This meeting is available to attend in person or via phone.

To access the meeting via phone, dial 720.650.5050 and enter access code 962-389-622 #

Attendees will have the ability to provide verbal comments during the call to the public

To minimize disruption, please keep your devices muted until you intend to speak

Agenda

1. Call to Order
2. Call to the public (limited to 3 minutes per person)
3. Approval of Minutes from October 26, 2021
4. Approval of Resolution No. 64 Electing Officers
5. Approval of Resolution No. 65 Approving the Fiscal Year 2023 Budget and Authorizing Submittal to the City of Oskaloosa and the City of Pella
6. Approval of Resolution No. 66 Authorizing the Execution of a Land Lease with Leland Van Kooten
7. Staff and committee updates:
 - a. Review of SCRAA financial statement
8. Motion to go into Closed Session under Code of Iowa; Chapter 21 Section 5 sub paragraph 1. c. To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
9. Action may be taken on any item discussed in Closed Session after the Closed Session.
10. The next meeting is scheduled for March 22, 2022 at 6:00 p.m.
11. Adjourn

South Central Regional Airport Agency
Meeting Minutes
Tuesday, October 26, 2021

Board members present: Jim Hansen, John Bandstra, Pamela Blomgren, Kevin Gaul, Doug Klahsen.
Absent: Dave Corbin.

SCRAA staff present: Mike Nardini, Pella City Administrator; Amy Beattie, SCRAA Legal Counsel (via phone); Jerry Searle, HDR Engineering; Mandy Smith, Pella City Clerk.

Meeting called to order by Chairman Hansen at 6:00 p.m. in the Pella City Hall, 825 Broadway Street, Pella, Iowa. No members of the general public attended the meeting in person or via conference call.

Chairman Hansen opened the call to the public. No comments were received.

It was moved by Blomgren, seconded by Bandstra, to approve the August 10, 2021 minutes. Motion carried 5-0.

Jerry Searle reviewed the drafted Capital Improvement Program (CIP) which covered fiscal year 2022 through fiscal year 2028. As this was a work session item, no formal action was taken.

The board reviewed the staff financial report as presented by Mike Nardini; no formal action was taken.

Bandstra inquired if there was an update on the pending lawsuit. Beattie responded that a date has not been set with the Supreme Court as of yet.

The next regular meeting is scheduled for Tuesday, November 23, 2021 at 6:00 p.m.

The members of the SCRAA Board expressed appreciation to City Manager Mike Schrock for serving as a staff member to the Board.

The meeting adjourned at 6:43 p.m.

Minutes prepared by Mandy Smith

ITEM NO: 4

SUBJECT: Resolution Electing Officers

DATE: February 22, 2022

BACKGROUND:

The 28E agreement establishing the South Central Regional Airport Agency (SCRAA) requires the Board to annually elect members to serve as Chair, Vice Chair, and Secretary/Treasurer. The 28E Agreement also stipulates that each party shall be entitled to one officer position.

The SCRAA Executive Committee is recommending the following board members serve as officers for the SCRAA:

1. James Hansen, Chair (representing the City of Oskaloosa)
2. Kevin Gaul, Vice Chair (representing the City of Pella)
3. John Bandstra, Secretary/Treasurer (representing Mahaska County)

This resolution appoints the above members as officers from February 22, 2022, through the date of the 2023 annual meeting.

ATTACHMENTS: Resolution

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Approve resolution

RESOLUTION NO. 64

RESOLUTION ELECTING OFFICERS

WHEREAS, the 28E agreement establishing the South Central Regional Airport Agency (SCRAA) provides the officers of the Board shall be elected annually by and from the representatives of the Parties present at the annual meeting; and

WHEREAS, the officers of the Board to be elected by vote of the Board are the Chair, Vice Chair, and Secretary/Treasurer; and

WHEREAS, each Party is entitled to one officer position; and

WHEREAS, the following board members are being nominated to serve as officers beginning on February 22, 2022 through the date of the 2023 annual meeting:

James Hansen, Chair (representing the City of Oskaloosa)

Kevin Gaul, Vice Chair (representing the City of Pella)

John Bandstra, Secretary/Treasurer (representing Mahaska County)

NOW, THEREFORE, it is hereby resolved that the Board of the SCRAA appoints the above stated board members to serve as officers of the SCRAA from the date of the 2022 annual meeting on February 22, 2022, through the date of the 2023 annual meeting.

Passed and approved this 22nd day of February, 2022.

James Hansen, Chair

ATTEST:

John Bandstra, Secretary/Treasurer

ITEM NO: 5

SUBJECT: Resolution Approving Fiscal Year 2023 Budget Submittal

DATE: February 22, 2022

BACKGROUND:

Annually, the South Central Regional Airport Agency (SCRAA) is required to submit a proposed operating and capital budget for consideration to the City of Oskaloosa and the City of Pella. Recently, staff reviewed the proposed fiscal year 2023 budget with the Executive Committee. This resolution adopts the proposed budget and authorizes submittal to the respective cities. Listed below is the proposed budget.

Fiscal Year 2023 Proposed Budget

Operating Revenues	
Farm Rental Income	<u>\$61,400</u>
Operating Expenditures	
Insurance	\$9,000
Audit Fees	6,000
Legal Expenses	9,000
Travel	1,000
Training/Conferences	1,200
Website Maintenance	500
Property Taxes	12,500
Miscellaneous Expense	<u>200</u>
Total Operating Expenditures	<u>\$39,400</u>
Net Operating Income	<u>\$22,000</u>

Projected Capital expenditures for fiscal year 2023 total \$3,900,000.

The amounts above reflect expenditures only and do not show proportionate cost sharing arrangements. In addition, this information does not show possible grant funding, opportunities, or other associated revenue streams.

ATTACHMENTS: Resolution

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Approve resolution

RESOLUTION NO. 65

RESOLUTION APPROVING THE FISCAL YEAR 2023 BUDGET AND AUTHORIZING SUBMITTAL TO THE CITY OF OSKALOOSA AND THE CITY OF PELLA

WHEREAS, the South Central Regional Airport Agency (SCRAA) is required to annually submit an operating and capital budget to the City of Oskaloosa and the City of Pella; and

WHEREAS, staff reviewed the proposed fiscal year 2023 budget with the Executive Committee; and

WHEREAS, the proposed fiscal year 2023 budget is as follows:

Fiscal Year 2023 Proposed Budget

Operating Revenues

Farm Rental Income	<u>\$61,400</u>
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Operating Expenditures

Insurance	\$9,000
Audit Fees	6,000
Legal Expenses	9,000
Travel	1,000
Training/Conferences	1,200
Website Maintenance	500
Property Taxes	12,500
Miscellaneous Expense	<u>200</u>

Total Operating Expenditures	<u>\$39,400</u>
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Net Operating Income	<u>\$22,000</u>
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Projected Capital expenditures for fiscal year 2023 total \$3,900,000.

NOW, THEREFORE, it is hereby resolved by the Board of the SCRAA that the proposed fiscal year 2023 budget is approved, and staff is authorized to submit the proposed budget to the City of Oskaloosa and the City of Pella.

Passed and approved this 22nd day of February, 2022.

James Hansen, Chair

ATTEST:

John Bandstra, Secretary/Treasurer

ITEM NO: 6

SUBJECT: Resolution Authorizing the Execution of a Land Lease with Leland Van Kooten

DATE: February 22, 2022

BACKGROUND:

This resolution authorizes the execution of a land lease between the South Central Regional Airport Agency (SCRAA) and Leland Van Kooten. If approved, this one-year lease for 113 tillable acres of land would begin on March 1, 2022, ending on February 28, 2023. The tenant, Mr. Van Kooten, would be responsible to pay the SCRAA an annual rent of \$30,510 payable in two installments of \$10,700 on April 1, 2022 and \$19,810 on October 1, 2022. The annual cash rent amount is the same as the current lease that is set to expire on February 28, 2022.

ATTACHMENTS: Resolution, Farm Lease

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Approve resolution

RESOLUTION NO. 66

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
LAND LEASE WITH LELAND VAN KOOTEN**

WHEREAS, the South Central Regional Airport Agency owns certain land, a portion of which Leland Van Kooten desires to lease for purposes of farming on the land; and

WHEREAS, the South Central Regional Airport Agency believes it to be in the best interest of the Agency for the land to be farmed in this manner; and

WHEREAS, the South Central Regional Airport Agency, having reviewed the Land Lease attached hereto Exhibit "A", believes it to be in the best interest of the Agency to enter into said Lease.

NOW, THEREFORE, BE IT RESOLVED that the South Central Regional Airport Agency hereby approves the Land Lease with Leland Van Kooten attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that the Chairman of the South Central Regional Airport Agency is hereby authorized to execute said Lease.

Dated the 22nd day of February, 2022.

James Hansen, Chair

ATTEST:

John Bandstra, Secretary/Treasurer



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between South Central Regional Airport Agency ("Landlord"), whose address for the purpose of this Lease is 825 Broadway Street, Pella, IA 50219 and Leland Van Kooten ("Tenant"), whose address for the purpose of this Lease is 1391 205th Street, Leighton, Iowa 50143.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Mahaska County, Iowa (the "Real Estate"):

Parcel A of Section 32 – Township 76 North – Range 16 West of the 5th P.M., Mahaska County, Iowa. Said Parcel A is more particularly described as follows: Beginning at the SE corner of the East $\frac{1}{2}$ - NE $\frac{1}{4}$ of said Section 32; thence S $89^{\circ} 43' 20''$ W 1318.51 feet along the South line thereof to the SW corner of said East $\frac{1}{2}$ - NE $\frac{1}{4}$; thence S $0^{\circ} 13' 30''$ E 1323.85 feet along the East line of the NW $\frac{1}{4}$ - SE $\frac{1}{4}$ of said Section 32 to the SE corner thereof; thence S $89^{\circ} 46' 20''$ W 1320.16 feet along the South line of said NW $\frac{1}{4}$ - SE $\frac{1}{4}$ to the SW corner thereof; thence N $0^{\circ} 09' 25''$ W 1321.94 feet along the West line of said NW $\frac{1}{4}$ - SE $\frac{1}{4}$ to the NW corner thereof; thence N $0^{\circ} 30' 35''$ W 661.30 feet along the West line of the South $\frac{1}{2}$ - SW $\frac{1}{4}$ - NE $\frac{1}{4}$ of said Section 32 to the NW corner thereof; thence N $89^{\circ} 41' 20''$ E 1318.93 feet along the North line of said South $\frac{1}{2}$ - SW $\frac{1}{4}$ - NE $\frac{1}{4}$ to the NE corner thereof; thence N $0^{\circ} 28' 55''$ W 661.30 feet along the East line of said SE $\frac{1}{4}$ - NE $\frac{1}{4}$ to the NE corner thereof, also being the West line of the East $\frac{1}{2}$ - NE $\frac{1}{4}$ of said Section 32; thence continuing N $0^{\circ} 28' 55''$ W 592.57 feet along said West line; thence S $40^{\circ} 06' 05''$ E 2069.66 feet to the East line of said East $\frac{1}{2}$ - NE $\frac{1}{4}$; thence S $0^{\circ} 15' 10''$ E 325.62 feet along said East line to the Point of Beginning. Said Parcel A of Section 32 contains 94.03 acres; and

Parcel A of Section 33 – Township 76 North – Range 16 West of the 5th P.M., Mahaska County, Iowa. Said Parcel A is more particularly described as follows: Beginning at the SW corner of the West $\frac{1}{2}$ - SW $\frac{1}{4}$ - NW $\frac{1}{4}$ of said Section 33, thence N $0^{\circ} 15' 10''$ W 325.62 feet along the West line thereof; thence S $40^{\circ} 06' 05''$ E 1031.70 feet to the East line of the West $\frac{1}{4}$ - NW $\frac{1}{4}$ - SW $\frac{1}{4}$ of said Section 33; thence S $0^{\circ} 17' 30''$ E 860.26 feet along said East line to the SE corner of said West $\frac{1}{2}$ - NW $\frac{1}{4}$ - SW $\frac{1}{4}$; thence South $89^{\circ} 49' 25''$ W 660.45 feet along the South line of said West $\frac{1}{2}$ - NW $\frac{1}{4}$ - SW $\frac{1}{4}$ to the SW corner thereof; thence N $0^{\circ} 18' 15''$ W 1325.83 feet along the West line of said West $\frac{1}{2}$ - NW $\frac{1}{4}$ - SW $\frac{1}{4}$ to the NW corner thereof, being the Point of Beginning of said Parcel A. Said Parcel A of Section 33 contains 19.05 acres;

and containing 113 total acres, more or less, with possession by Tenant for a term of 1 year(s) to commence on March 1, 2022, and end on February 28, 2023. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$ 30,510.00 payable, as follows: \$10,700.00 on April 1, 2022, \$19,810.00 on October 1, 2022.

This cash rent has been determined as follows:

Cropland	113 acres @ \$270/acre =	\$30,510.00
Cropland	0 acres @ \$0/acre =	\$0.00
Established hay land	0 acres @ \$0/acre =	\$0.00
Pasture	0 acres @ \$0/acre =	\$0.00
Buildings, Storage structures, and housing		\$0
TOTAL ANNUAL RENT		\$30,510.00

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and

describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

Phosphate and potash on oats or beans shall be allocated NA% the first year and NA% the second year, and on all other crops allocated NA% the first year and NA% the second year. Lime and trace minerals shall be allocated over NA years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenant. Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

6. **ENVIRONMENTAL.**

- a. Landlord. To the best of Landlord's knowledge:

- i. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air

emissions, other environmental matters, and all zoning and other land use matters.

- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

- b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the

premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$NA per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the

property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

13. **WELL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
16. **HOUSING.** In the event that housing is included in Section 2, Tenant may install and remove, without causing material injury to the Real Estate, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas. Operating expenses shall be paid as indicated:

<u>Expense</u>	<u>Paid by (mark one or indicate %)</u>	
electricity	NA Tenant	NA Landlord
telephone	NA Tenant	NA Landlord
water and sewer	NA Tenant	NA Landlord
garbage collection	NA Tenant	NA Landlord
gas or heating oil	NA Tenant	NA Landlord
cable/satellite TV reception	NA Tenant	NA Landlord
Internet connection	NA Tenant	NA Landlord

Minor repairs under \$NA shall be paid by the Tenant. Repairs over this amount shall be made by mutual agreement of the Tenant and Landlord and paid as follows: NA.

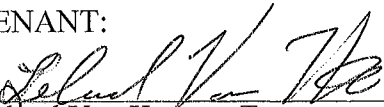
17. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
18. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
19. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
20. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
21. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
22. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of,

any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

23. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
24. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.
25. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.

DATED: 1-25-22.

TENANT:



Leland Van Kooten, Tenant

LANDLORD:

South Central Regional Airport Agency,
Landlord
By: Jim Hansen, Chairperson

ITEM NO: 7-a

SUBJECT: Review of SCRAA Financial Statement

DATE: February 22, 2022

BACKGROUND:

The purpose of this agenda item is to review the financial statement which is included as a memo attachment.

ATTACHMENTS: Financial statement

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: None

<u>Check Issue Date</u>	<u>Payee</u>	<u>Invoice GL Account</u>	<u>Description</u>	<u>Check Amount</u>
Professional Services				
12/2/2019	Neopolitan Labs LLC	141.5.05.2200.6405	Website Expense	\$ 450.00
				\$ 450.00
Legal Expense				
7/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	\$ 150.00
8/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	30.00
9/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	75.00
11/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	285.00
12/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	450.00
				\$ 990.00
Printing, Binding & Publishing				
8/19/2021	Storey-Kenworthy	141.5.05.2200.6417	SCRAA Nameplates	\$ 7.20
				\$ 7.20
Tax Expense				
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	382.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	254.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	460.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	70.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	238.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	6.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	878.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	638.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	738.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	200.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	998.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,704.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	36.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,540.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,500.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	634.00
9/15/2021	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,832.00
				\$ 12,108.00
Engineering/Planning				
9/30/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Legal Expense	\$ 1,350.00
9/30/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Legal Expense	840.00
8/16/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	5,792.98
8/16/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	8,218.18
8/16/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	1,053.84
8/16/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	2,780.16
8/16/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	1,985.52
8/16/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	427.80
9/3/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	929.54
9/3/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	8,298.13
9/3/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	847.35
9/3/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	8,299.30
9/3/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	1,140.34
10/13/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	1,307.15
10/13/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	450.61
11/10/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	3,611.65
12/7/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	6,133.62
12/7/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	561.73
12/7/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	566.64
12/7/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	715.62
12/7/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	433.97
12/7/2021	HDR Engineering Inc	241.5.05.7240.6750	Engineering	7,347.00
				\$ 63,091.13
Total				\$ 76,196.33

2022 SCRAA Operating - Financial Statement

	Budget	Year-to-Date	Remaining
Operating Revenue			
Farm Rental	\$ -	\$ 35,282	\$ -
Pella	14,160	-	14,160
Oskaloosa	9,440	-	9,440
Total Operating Revenue	\$ 23,600	\$ 35,282	\$ 23,600
Expense	Budget	Year to Date	Remaining
Audit	\$ 5,200	\$ -	\$ 5,200
Insurance	6,500	-	6,500
Travel	1,000	-	1,000
Website Maintenance	500	450	50
Training/Conferences	1,200	-	1,200
Legal Fees	9,000	990	8,010
Misc Expense	200	7	193
Tax Expense	-	12,108	(12,108)
Total Expense	\$ 23,600	\$ 13,555	\$ 10,045
Net Operating Inc/(Exp)	\$ -	\$ 21,726	\$ 13,555