

SOUTH CENTRAL REGIONAL AIRPORT AGENCY
Meeting of the Board
Wednesday, November 29, 2023 – 6:00 p.m.
Oskaloosa City Hall 220 S Market Street Oskaloosa, IA 52577

Agenda

1. Call to Order
2. Call to the public (limited to 3 minutes per person)
3. Approval of Minutes from October 25, 2022
4. Acknowledgement of current board members as appointed by the City of Pella and the City of Oskaloosa.
5. Motion Electing Officers.
6. Acknowledgement of the Fiscal Year 2024 Budget as authorized in Fiscal Year 2023 by the City of Pella and City of Oskaloosa.
7. Resolution No. 69 entitled, “RESOLUTION ACCEPTING FARM LEASE WITH RSD FARMS AND ENTERING INTO LEASE AGREEMENT WITH RSD FARMS”
8. Resolution No. 70 entitled, “RESOLUTION ACCEPTING FARM LEASE WITH ROBERT DEROOI AND ENTERING INTO LEASE AGREEMENT WITH ROBERT DEROOI”
9. Staff and Committee Updates:
 - a. SCRAA Financial Report Update
 - b. HDR engineering update
10. Discussion of next meeting date and time.
11. Adjourn

South Central Regional Airport Agency
Meeting Minutes
Tuesday, October 25, 2022

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

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

Meeting called to order by Vice Chairperson Gaul at 6:00 p.m. in the Pella Public Safety Complex, 614 Main Street, Pella, Iowa. Four members of the general public attended the meeting in person.

Vice Chairperson Gaul opened the call to the public. No comments were received.

It was moved by Blomgren, seconded by Klahsen, to approve the July 20, 2022 minutes. Motion carried 4-0.

It was moved by Blomgren, seconded by Corbin to approve Resolution No. 68 accepting farm lease bid tabulation and awarding lease agreements. Motion carried 4-0.

The next regular meeting is scheduled for November 22, 2022 at 6:00 p.m.

The meeting adjourned at 6:08 p.m.

Minutes prepared by Mandy Smith

ITEM NO: 4

SUBJECT: Acknowledgement of Current Board Members

DATE: November 29, 2023

BACKGROUND:

Article III Section 2 (b) of the 28E agreement establishing the South Central Regional Airport Agency (SCRAA) allows the City of Pella to appoint three members to the Board and the City of Oskaloosa two members to the Board. Listed below are the current appointments to the Board and the term expiration dates for the respective members:

Jim Hansen, City of Oskaloosa, March 31, 2024

Pamela Blomgren, City of Oskaloosa, March 31, 2024

David Corbin, City of Pella, April 1, 2024

Doug Klahsen, City of Pella, April 1, 2024

Kevin Gaul, City of Pella, December 1, 2024

During the Board meeting, staff will be verifying the appointments and term expiration dates for the above members.

ATTACHMENTS: None

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: None - Informational Item

ITEM NO: 5

SUBJECT: Motion Electing Officers

DATE: November 29, 2023

BACKGROUND:

The 28E agreement establishing the South Central Regional Airport Agency (SCRAA) provides the City of Oskaloosa and the City of Pella each one officer of the Board. During the meeting, staff will discuss the following appointments as officers of the SCRAA:

Chair of the SCRAA Board

Vice Chair of the SCRAA Board

Currently, these positions are being held by Jim Hansen, Chair and Kevin Gaul, Vice Chair of the SCRAA.

ATTACHMENTS: None

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Seeking Board Direction for Officers of the SCRAA

ITEM NO: 6

SUBJECT: Acknowledgement of Fiscal Year 2024 Budget Resolution Approving Fiscal Year 2023 Budget Submittal

DATE: November 29, 2023

BACKGROUND:

The purpose of this item is to review the last fiscal year budget approved by the SCRAA Board. As background, the last budget approved by the SCRAA Board was for the fiscal year 2023. The Executive Committee of the SCRAA has been waiting on direction by the City of Oskaloosa and the City of Pella before preparing a proposed budget for the current fiscal year 2024. Once the Executive Committee receives direction from the cities, they will prepare a budget for fiscal year 2024 and present it to the full board for consideration.

Fiscal Year 2023 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.

ATTACHMENTS: None

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Informational Item

ITEM NO: 7

SUBJECT: Resolution Authorizing the Execution of a Land Lease with RSD Farms, Inc.

DATE: November 29, 2023

BACKGROUND:

This resolution authorizes the execution of a land lease between the South Central Regional Airport Agency (SCRAA) and RSD Farms, Inc. If approved, this two-year lease for 302.37 tillable acres of land would begin on March 1, 2024 and end on February 28, 2026. The tenant, RSD Farms, would be responsible to pay the SCRAA an annual rent of \$91,704.50 payable in two installments of \$45,852.25 on March 1st of each year and \$45,852.25 on October 1st of each year.

In considering this item, the proposed lease with RSD Farms is a consolidation of three farms (Vos, Wichhart, and Van Heukelom) which are currently being leased separately. The annual rent plus the proposed improvements by the tenant is approximately the same economic value to the SCRAA as the current leases. It is also important to note that the terms of the proposed lease were negotiated by the SCRAA's legal counsel. Likewise, the proposed leasehold improvements were negotiated by the SCRAA engineer, Jerry Searle. During the meeting, Amy Beattie and Jerry Searle will be reviewing the terms of the lease and the leasehold improvements. Furthermore, the SCRAA Executive Committee has reviewed the proposed lease and is recommending approval.

ATTACHMENTS: Resolution, Farm Lease with Exhibit A, Estimated Cost of Leasehold Improvements

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Approve Resolution

**RESOLUTION
NO. 69
RESOLUTION ACCEPTING FARM LEASE WITH RSD FARMS AND
ENTERING INTO LEASE AGREEMENT WITH RSD FARMS**

WHEREAS, the South Central Regional Airport Agency (SCRAA) owns properties that are under farm leases that terminate effective at the end of the current crop year;

WHEREAS, the SCRAA deemed it to be in the best interest of the SCRAA to renew lease agreement with RSD Farms, beginning with the upcoming crop year;

WHEREAS, the SCRAA Board Chair previously appointed a farm lease committee and that committee has reviewed the proposal and made recommendations to the SCRAA Board for awarding farm lease agreements;

WHEREAS, the SCRAA Board desires to award farm lease agreements to the operators hereinafter described and desires that such farm lease agreements should be signed and entered into between the SCRAA and said operators.

NOW, THEREFORE, BE IT RESOLVED that the SCRAA shall enter into farm lease agreements with the above-described operators and that the SCRAA Board President is hereby authorized and empowered by the SCRAA Board to execute said farm lease agreements as reviewed and approved by the SCRAA attorney.

PASSED AND APPROVED, this 29th day of November 2023.

Jim Hansen, Chairperson

ATTEST:

Mike Nardini, Coordinating Agency



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 RSD Farms, Inc., an Iowa corporation ("Tenant"), whose address for the purpose of this Lease is 2082 210th Street, Oskaloosa, IA 52577.

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"):

(Van Heukelom)

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; 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.

(Vos)

The South Half of the Southwest Quarter of Section 33, Township 76 North, Range 16 West of the 5th P.M., Mahaska County, Iowa.

(Wichhart)

Parcel B of Section 29 and Section 32 - Township 76 North - Range 16 West of the 5th P.M., Mahaska County, Iowa, being the South Half of the Southeast Quarter of the Southwest Quarter and the South Half of the Southwest Quarter of the Southeast Quarter of said Section 29, and a part of the Northeast Quarter of the

Northwest Quarter, and the Northwest Quarter of the Northeast Quarter, and a part of the North One-Eighth of the Southeast Quarter of the Northwest Quarter, and the North Half of the Southwest Quarter of the Northeast Quarter in said Section 32. Said Parcel B is more particularly described as follows: Beginning at the NW corner of said South $\frac{1}{2}$ - SE $\frac{1}{4}$ of Section 29; thence N $89^{\circ}48'40''$ E 2643.00 feet along the North line thereof and the North line of said South $\frac{1}{2}$ - SW $\frac{1}{4}$ - SE $\frac{1}{4}$ of Section 29 to the NE corner thereof; thence S $0^{\circ}19'10''$ E 661.30 feet along the East line of said South $\frac{1}{2}$ - SW $\frac{1}{4}$ - SE $\frac{1}{4}$ of Section 29 to the SE corner thereof; thence S $0^{\circ}28'55''$ E 1322.61 feet along the East line of said NW $\frac{1}{4}$ - NE $\frac{1}{4}$ of Section 32 to the SE corner thereof; thence continuing S $0^{\circ}28'55''$ E 661.30 feet along the East line of said North $\frac{1}{2}$ - SW $\frac{1}{4}$ - NE $\frac{1}{4}$ of Section 32 to the SE corner thereof; thence S $89^{\circ}41'20''$ W 1318.93 feet along the South line of said North $\frac{1}{2}$ - SW $\frac{1}{4}$ - NE $\frac{1}{4}$ to the SW corner thereof; thence N $0^{\circ}30'35''$ W 506.60 feet along the West line of said North $\frac{1}{2}$ - SW $\frac{1}{4}$ - NE $\frac{1}{4}$ to the SE corner of said North $\frac{1}{8}$ - SE $\frac{1}{4}$ - NW $\frac{1}{4}$; thence S $89^{\circ}18'45''$ W 903.06 feet to the SE corner of a tract of land described in Book 2012, Page 1124, Mahaska County Records; thence N $0^{\circ}22'35''$ W 165.65 feet along the East line of said tract of land to the North line of said North $\frac{1}{8}$ - SE $\frac{1}{4}$ - NW $\frac{1}{4}$; thence N $0^{\circ}35'35''$ W 471.09 feet along the East line of said tract of land to the NE corner thereof; thence S $89^{\circ}49'05''$ W 415.32 feet along the North line of said tract of land to the NW corner thereof being on the West line of said NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 32; thence N $0^{\circ}35'35''$ W 851.29 feet along said West line to the NW corner of said NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 32; thence N $0^{\circ}35'35''$ W 661.19 feet along the West line of said South $\frac{1}{2}$ - SE $\frac{1}{4}$ - SW $\frac{1}{4}$ of Section 29 to the NW corner thereof and the Point of Beginning. Said Parcel B contains 139.13 acres subject to the county roadways known as 210th Street on the North side of said Parcel B and Highland Avenue on the West side of said Parcel B. Said county roadways contain 3.12 acres.

and containing 302.37 tillable acres per county FSA records, more or less, with possession by Tenant for a term of 2 years to commence on March 1, 2024, and end on February 28, 2026. 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"):

Annual cash rent of \$350.00 per acre for 189.37 acres (\$66,279.50) and \$225.00 for 113 acres (\$25,425.00). Rent shall be payable as follows: \$45,852.25 on March 1 of each year and \$45,852.25 on October 1 of each year.

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.

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. 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. 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 December 15th of the lease year.

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 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 not automatically renew upon expiration. In the event that Landlord shall choose to construct on the Real Estate, Landlord shall have the right to terminate this lease with 90 days written notice to Tenant. In the event Landlord exercises Landlord's right to termination, Landlord shall compensate Tenant for the input costs and expenses expended by Tenant for the then current crop year. 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 \$150 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.** Intentionally omitted.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Intentionally omitted.
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.** Intentionally omitted.
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.

26. **ADDITIONAL PROVISION.**

- a. Before putting in crops for the 2024-25 crop year, Tenant shall remove the fence, trees, etc. between the tillable acres leased under this Agreement and shall generally clean said acres of brush. Said improvements to the Real Estate shall be made in consultation with SCRAA Board Chairperson Jim Hansen and in the areas generally set out on the attached map.
- b. Further, subject to allowable weather conditions, Tenant shall plant cover crops on the harvested tillable acres leased under this Lease.

DATED: _____.

TENANT:

LANDLORD:

South Central Regional Airport Agency

RSD Farms, Inc., Tenant
Randy DeBruin, President

Jim Hansen, Chairperson

STATE OF IOWA, COUNTY OF _____

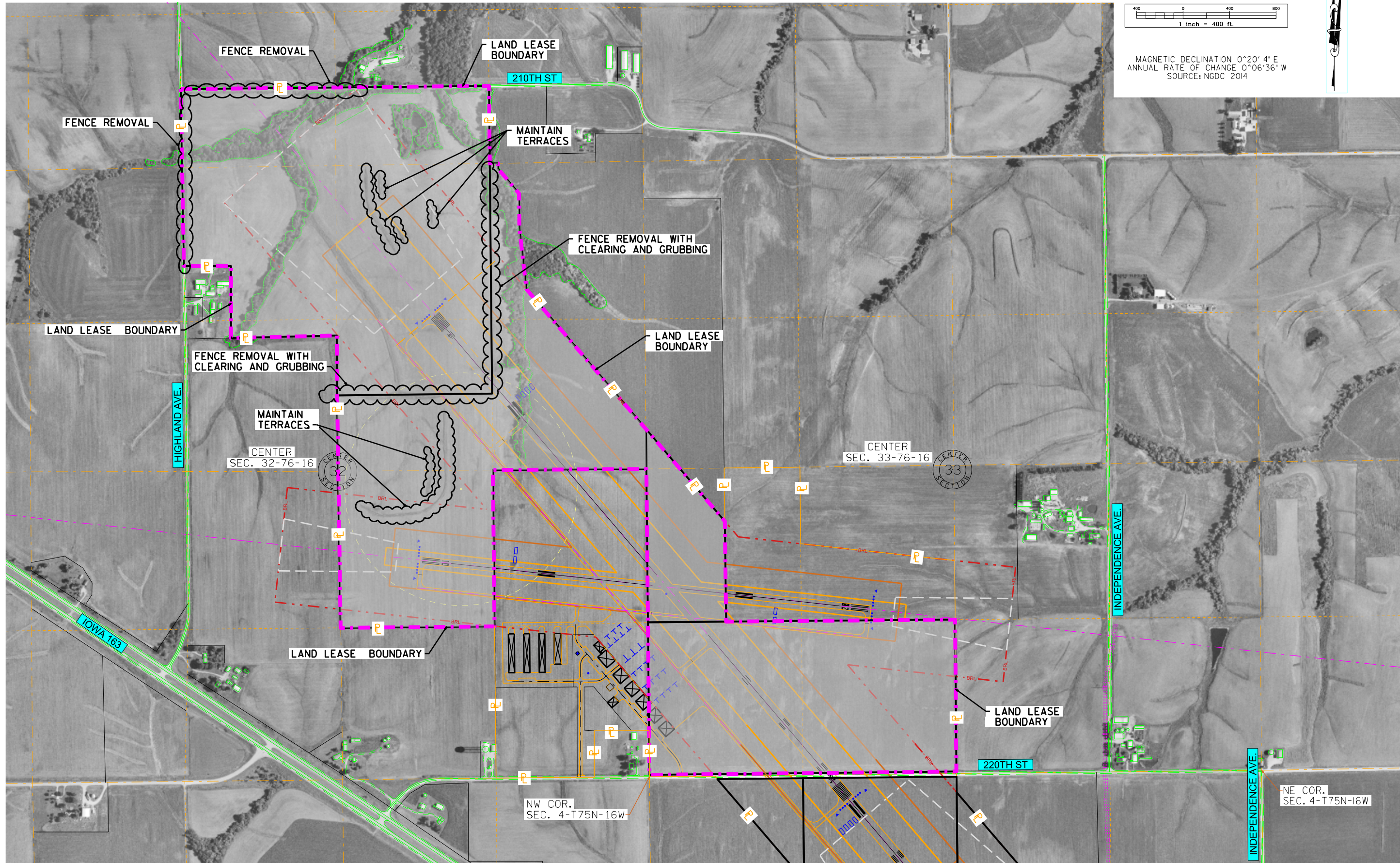
This record was acknowledged before me on _____,
by Randy DeBruin as President of RSD Farms, Inc.

Signature of Notary Public

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____,
by Jim Hansen, Chairperson of the South Central Regional Airport Agency.

Signature of Notary Public



MAGNETIC DECLINATION 0°20' 4" E
ANNUAL RATE OF CHANGE 0°06'36" W
SOURCE: NGDC 2014

REV.	DATE	DESCRIPTION



ADDRESS: 300 EAST LOCUST STREET, #210
DES MOINES, IOWA 50309
PROJECT MANAGER: JERRY SEARLE
DESIGNER: D. E. R.
PROJECT NUMBER: 10091425
PHONE NUMBER: (515) 280-4940

SOUTH CENTRAL
REGIONAL AIRPORT
MAHASKA COUNTY, IOWA

LAND LEASE
IMPROVEMENTS
EXHIBIT A

Land Lease Improvements
Estimated Cost

Fence Removal:

There is approximately 3,123 lineal feet of field fence to be removed Parcels 4 and 5. In addition, there is 3018 of fence to be removed along 210th Street and Highland Avenue. The average cost to remove field fencing based on "Iowa DOT Awarded Unit Prices" from November 2022 to October 2023 was \$4.70/lineal foot.

Clear & Grub -Tree Removal

Trees and brush was removed along the 3018 foot fence line, on terraces and field edges where occurring. The removal and clean up covered approximately 1.7 acres of area. Based on "Iowa DOT Awarded Unit Prices", the anticipated cost to clear and grub was placed at \$4,566 per acre. Cost can vary based on the diameter of the tree and stump to be removed.

Estimated Cost:

Fence Removal/Clear Field Edge Along Road ROW:

- 210th Street and Highland Ave..... \$14,184
- Between Parcels 4 & 5..... \$14,678
- Subtotal..... \$28,862

Clear & Grub Area Between Parcels 4 & 5

- 1.7 Acres based on a 25 foot width on either side of fence row....\$7,908

Maintain Existing Terraces

- Parcel 5 - 1.6 Acres.....\$7,305
- Parcel 4 - 1.9 Acres.....\$8,675

Approximate Improvement Value: \$52,879

Other Value Added Considerations (varies year to year based in part on weather & crop)

Of the 302 crop acres, approximately 75 percent were in corn. To minimize erosion and enhance crop yield, a cover crop was applied to 234 acres. While there are several types of products used when seeding a cover crop, rye is typically used at the rate of one (1) bushel per acre.

The estimated cost at one (1) bushel of rye per acre plus labor/equipment cost is \$35 / acre +/-.

Cover Crop: \$ 8,190.

ITEM NO: 8

SUBJECT: Resolution Authorizing the Execution of a Land Lease with Robert DeRooi

DATE: November 29, 2023

BACKGROUND:

This resolution authorizes the execution of a land lease between the South Central Regional Airport Agency (SCRAA) and Robert DeRooi. If approved, this one-year lease for 45.51 tillable acres of land would begin on March 1, 2024 and end on February 28, 2025. The tenant, Mr. DeRooi, would be responsible to pay the SCRAA an annual rent of \$20,200 payable in two installments of \$10,100 on March 1, 2024, and \$10,100 on October 1, 2024. The annual cash rent amount is the same as the current lease that is set to expire on February 28, 2024.

ATTACHMENTS: Resolution, Farm Lease

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Approve resolution

**RESOLUTION
NO. 70
RESOLUTION ACCEPTING FARM LEASE WITH ROBERT DEROOI AND
ENTERING INTO LEASE AGREEMENT WITH ROBERT DEROOI**

WHEREAS, the South Central Regional Airport Agency (SCRAA) owns properties that are under farm leases that terminate effective at the end of the current crop year;

WHEREAS, the SCRAA deemed it to be in the best interest of the SCRAA to renew lease agreement with Robert DeRooi, beginning with the upcoming crop year;

WHEREAS, the SCRAA Board Chair previously appointed a farm lease committee and that committee has reviewed the proposal and made recommendations to the SCRAA Board for awarding farm lease agreements;

WHEREAS, the SCRAA Board desires to award farm lease agreements to the operators hereinafter described and desires that such farm lease agreements should be signed and entered into between the SCRAA and said operators.

NOW, THEREFORE, BE IT RESOLVED that the SCRAA shall enter into farm lease agreements with the above-described operators and that the SCRAA Board President is hereby authorized and empowered by the SCRAA Board to execute said farm lease agreements as reviewed and approved by the SCRAA attorney.

PASSED AND APPROVED, this 29th day of November 2023.

Jim Hansen, Chairperson

ATTEST:

Mike Nardini, Coordinating Agency



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 Robert DeRooi ("Tenant"), whose address for the purpose of this Lease is 2116 210th Street, Oskaloosa, IA 52577.

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"):

A part of Lot Five of the West Half of Section Four, Township Seventy-five North, Range Sixteen West of the 5th P.M., Mahaska County, Iowa (to become known as Parcel "A" of Lot Five) according to the Plat of said Lot Five in Irregular Survey's Book 2 at Page 242, Mahaska County Records. Said Parcel A is more particularly described as follows: Beginning at the Northeast corner of said Lot Five, also being the Northeast corner of said West Half of Section Four; thence S 0°35'05" E 2444.44 feet along the East line of said Lot Five to the Southeast corner of the Northwest Fractional Quarter of said Section Four; thence continuing along the East line of said Lot Five S 0°20'55" E 44.10 feet; thence N 40°06'05" W 1747.37 feet to the West line of said Lot Five; thence N 0°18'40" W 1148.47 feet along said West line to the Northwest corner of said Lot Five, being the North line of said Section Four; thence N 89°49'30" E 1106.55 feet, along the North line of said Lot Five and said Section Four to the Point of Beginning.

and containing 45.51 tillable acres per county FSA records, more or less, with possession by Tenant for a term of 1 year to commence on March 1, 2024, and end on February 28, 2025. 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 \$20,200.00 payable, as follows: \$10,100.00 on March 1 of each year, and \$10,100.00 on October 1 of each year.

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.

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. 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. 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 December 15th of the lease year.
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 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 not automatically renew upon expiration. 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 \$150 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.** Intentionally omitted.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Intentionally omitted.
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.** Intentionally omitted.
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: _____.

TENANT:

Robert DeRooi
Robert DeRooi, Tenant

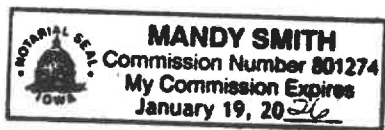
LANDLORD:

South Central Regional Airport Agency

Jim Hansen
Jim Hansen, Chairperson

STATE OF IOWA, COUNTY OF Marion ~~MAHASKA~~

This record was acknowledged before me on November 6, 2023,
by Robert DeRooi.



Mandy Smith
Signature of Notary Public

STATE OF IOWA, COUNTY OF MAHASKA

This record was acknowledged before me on _____,
by Jim Hansen, Chairperson of the South Central Regional Airport Agency.

Signature of Notary Public

<u>Check Issue Date</u>	<u>Pavee</u>	<u>Invoice GL Account</u>	<u>Description</u>	<u>Check Amount</u>
Meetings & Conferences				
10/2/2022	CARDMEMBER SERVICES	141.5.05.2200.6240	Marriott-FAA Meeting	\$ 205.93
10/20/2022	CARDMEMBER SERVICES	141.5.05.2200.6240	Marriott-FAA Meeting	284.63
		141.5.05.2200.6240		\$ 490.56
Travel				
8/23/2022	4 STATES AIRPORT CONFERENCE	141.5.05.2200.6260	FAA Conference-J Hansen	\$ 395.00
8/29/2022	CARDMEMBER SERVICE	141.5.05.2200.6260	Hotel SCRAA Airport Meeting	804.98
9/21/2022	CARDMEMBER SERVICE	141.5.05.2200.6260	Kansas City Parking Fees	18.00
9/21/2022	CARDMEMBER SERVICE	141.5.05.2200.6260	FAA Meeting-Hotel	207.70
10/4/2022	HANSEN, JIM	141.5.05.2200.6260	SCRAA FAA Meeting	302.76
				\$ 1,728.44
Audit Expense				
5/26/2023	OFFICE OF AUDITOR OF STATE	141.5.05.2200.6401	Audit Filing Expense	\$ 100.00
6/20/2023	OFFICE OF AUDITOR OF STATE	141.5.05.2200.6401	Audit Filing Expense	150.00
7/5/2023	VAN MAANEN SIETSTRA MEYER & NIKKEL	141.5.05.2200.6401	Audit Expense	5,500.00
				\$ 5,750.00
Professional Services				
1/17/2023	Neopolitan Labs LLC	141.5.05.2200.6405	Website Hosting	\$ 425.00
				\$ 425.00
Insurance				
10/4/2022	EMC INSURANCE COMPANIES	141.5.05.2200.6410	Insurance Deductible	\$ 3,000.00
2/21/2023	RATCLIFF & BLAKE INSURANCE	141.5.05.2200.6410	Insurance Expense	726.00
4/4/2023	RATCLIFF & BLAKE INSURANCE	141.5.05.2200.6410	Insurance Expense	8,010.00
				\$ 11,736.00
Legal Expense & Publication				
8/16/2022	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	\$ 2,640.00
10/4/2022	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	2,865.00
10/18/2022	TOWN CRIER	141.5.05.2200.6414	Farm Land Ad	101.25
10/18/2022	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	1,980.00
11/15/2022	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	1,905.00
12/20/2022	OSKALOOSA HERALD	141.5.05.2200.6414	Legal Expense	161.20
12/20/2022	OSKALOOSA HERALD	141.5.05.2200.6414	Legal Expense	109.50
12/20/2022	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	765.00
2/21/2023	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	120.00
4/18/2023	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	675.00
5/23/2023	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	90.00
				\$ 11,411.95
Printing, Binding & Publishing				
				\$ -
Tax Expense				
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	36.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,742.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,494.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,440.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	608.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	394.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	320.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	486.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	68.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	226.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	10.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	922.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	654.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	738.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	204.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	942.00
9/6/2022	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,692.00
				\$ 11,976.00
Engineering/Planning				
6/22/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	4,638.40
8/18/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	11,192.74
10/4/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	1,829.23
10/4/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	2,176.38
10/4/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	2,244.61
10/4/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	2,432.37
10/4/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	665.20
10/4/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	14,735.46
11/5/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	10,328.08
12/6/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	6,778.27
12/20/2022	HDR Engineering Inc	241.5.05.7240.6730	Engineering	8,891.76
2/7/2023	HDR Engineering Inc	241.5.05.7240.6730	Engineering	5,328.82
2/21/2023	HDR Engineering Inc	241.5.05.7240.6750	Engineering	4,345.56
3/21/2023	HDR Engineering Inc	241.5.05.7240.6750	Engineering	6,643.73
5/2/2023	HDR Engineering Inc	241.5.05.7240.6750	Engineering	12,543.03
6/6/2023	HDR Engineering Inc	241.5.05.7240.6750	Engineering	6,955.66
7/5/2023	HDR Engineering Inc	241.5.05.7240.6750	Engineering	16,859.91
8/15/2023	HDR Engineering Inc	241.5.05.7240.6750	Engineering	26,987.59
				\$ 145,576.80
Total				\$ 186,875.75

2023 SCRAA Operating - Financial Statement

	Budget	Year-to-Date	Remaining
Operating Revenue			
Farm Rental	\$ 61,400	\$ 108,417	\$ -
Pella		-	0
Oskaloosa		-	-
Total Operating Revenue	\$ 61,400	\$ 108,417	\$ -
Expense	Budget	Year to Date	Remaining
Audit	\$ 6,000	\$ 5,750	\$ 250
Insurance	9,000	11,736	(2,736)
Travel	1,000	1,728	(728)
Website Maintenance	500	425	75
Training/Conferences	1,200	491	709
Legal Fees	9,000	11,412	(2,412)
Misc Expense	200	-	200
Tax Expense	12,500.00	11,976	524
Total Expense	\$ 39,400	\$ 43,518	\$ (4,118)
Net Operating Inc/(Exp)	\$ 22,000	\$ 64,899	\$ 4,118

Check Issue Date	Pavee	Invoice GL Account	Description	Check Amount
Meetings & Conferences				
				<hr/>
				\$ -
Travel				
		141.5.05.2200.6260		
		141.5.05.2200.6260		
		141.5.05.2200.6260		
		141.5.05.2200.6260		
		141.5.05.2200.6260		
				<hr/>
				\$ -
Audit Expense				
		141.5.05.2200.6401		
		141.5.05.2200.6401		
		141.5.05.2200.6401		
				<hr/>
				\$ -
Professional Services				
		141.5.05.2200.6405		
				<hr/>
				\$ -
Insurance				
		141.5.05.2200.6410		
		141.5.05.2200.6410		
		141.5.05.2200.6410		
				<hr/>
				\$ -
Legal Expense & Publication				
9/19/2023	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	\$ 2,115.00
		141.5.05.2200.6414	Legal Expense	
		141.5.05.2200.6414	Farm Land Ad	
		141.5.05.2200.6414	Legal Expense	
		141.5.05.2200.6414	Legal Expense	
		141.5.05.2200.6414	Legal Expense	
		141.5.05.2200.6414	Legal Expense	
		141.5.05.2200.6414	Legal Expense	
		141.5.05.2200.6414	Legal Expense	
		141.5.05.2200.6414	Legal Expense	
		141.5.05.2200.6414	Legal Expense	
				<hr/>
				\$ 2,115.00
Printing, Binding & Publishing				
				<hr/>
				\$ -
Tax Expense				
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,786.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	36.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,532.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,476.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	624.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	406.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	328.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	502.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	70.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	234.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	10.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	950.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	674.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	760.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	210.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	972.00
9/5/2023	Mahaska County Treasurer	141.5.05.2200.6421	Property Tax Expense	1,746.00
				<hr/>
				\$ 12,316.00
Engineering/Planning				
9/5/2023	HDR Engineering Inc	241.5.05.7240.6750	Engineering	16,418.00
9/19/2023	HDR Engineering Inc	241.5.05.7240.6750	Engineering	5,072.12
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
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		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
		241.5.05.7240.6750	Engineering	
				<hr/>
				\$ 21,490.12
Total				<hr/>
				\$ 35,921.12

2024 SCRAA Operating - Financial Statement

	Budget	Year-to-Date	Remaining
Operating Revenue			
Farm Rental		\$ 63,035	\$ -
Pella		-	0
Oskaloosa		-	-
Total Operating Revenue	<u>\$ -</u>	<u>\$ 63,035</u>	<u>\$ -</u>
Expense	Budget	Year to Date	Remaining
Audit		\$ -	\$ -
Insurance		-	0
Travel		-	0
Website Maintenance		-	0
Training/Conferences		-	0
Legal Fees		2,115	(2,115)
Misc Expense		-	0
Tax Expense		12,316	(12,316)
Total Expense	<u>\$ -</u>	<u>\$ 14,431</u>	<u>\$ (14,431)</u>
Net Operating Inc/(Exp)	<u>\$ -</u>	<u>\$ 48,604</u>	<u>\$ 14,431</u>

SCRAA (11-14-23)

Work Tasks On Call Planning & Engineering

FAA "In Person Meetings" Progress Report:

Assisted in the preparation of exhibits for discussion at a meeting between SCRAA representatives (Pella, Oskaloosa & SCRA) and FAA staff - Kansas City in August 2022 and 2023. Preparation of documents for a meeting with representatives from the SCRAA, Mahaska County and others in Oskaloosa. Remote Meetings via Teams: Conference call between Oskaloosa and FAA re: progress related to negotiation and annexation efforts. Nov. 2023

Reasonable Alternatives:

Reasonable alternatives means alternatives that would be acceptable to property owners and FAA within in the framework of the Finding of No Significant Environmental Impact/record of decision and the approved airport layout plan.

Exhibits depicting multiple phasing plans showing development of the primary runway based on a 4000' scenario, 5,500' scenario and an ultimate 6,700' scenario.

Developed and discussed a reasonable strategy to acquire some parcels in fee title and others required property interest through surface and overhead aviation easements based on a primary runway length of 5,500'

Developed revisions to the terminal area plan for discussion with a primary property owner. This was in person along with other offers that included identifying parcels that may provide for a possible 1099 exchange.

Landowner Meetings

Participated in several informal landowner meetings with area farmers related to acquisition alternatives and concerns ranging from leasing opportunities and to annexation impacts. A representative from the Board of Supervisors at times participated in.

Disconnect/Relocation of 220th

Developed scenarios based on the concept of "relocating" 220th rather than disconnecting the roadway. The scenarios again as all reasonable alternative were discussed informally with FAA staff to determine if they could be considered. This means where federal assistance is anticipated, will the alternative satisfy federal program requirements.

235th Road Improvement Alternatives

At the request of the County Board of Supervisors, several phasing plans and develop costs (row of way, grading, drainage, surface type: granular and/or paved) were prepared for 235th extending between the proposed US 63/IA 163 Dean Avenue. The effort include a field review along the roadways to determine the size of drainage structures and topographic features related to meeting the roadway design standard. These alternatives together with 220th were to be considered. These exhibits and cost opinions were provided to the County Engineer.

Annexation 80/20

Prepared several exhibits and depicting annexation scenarios based on requirements set forth by state code and the State of Iowa-City Development Board. This effort in part was an outcome from the informal meetings with area property owners. The 80/20 annexation scenario was present initially by SCRAA representatives to FAA in 2022 with several different scenarios developed. This included discussion with property owners adjacent to IA 163 and Iowa DOT staff. Given requirements, field survey was undertaken to verify dimensions along given property lines.

Other activities included the SCRAA Board meetings, phone calls and meeting with farm tenants to set out crop lines etc.

Task Order	Reso No.	Date Approved	Purpose	Authorized Amount	Amount Paid	Remaining
1	21	12/13/17	Public Information Meeting	\$ 24,749.00		
	28	10/29/18	Amendment No. 1	\$ 34,006.00		
	32	6/6/19	Amendment No. 2	\$ 19,930.00		
	36	11/21/19	Amendment No. 3	\$ 21,024.00		
			Amendment No. 4	\$ 30,084.00		
			Amendment No. 5	\$ 29,900.00		
			Amendment No. 6	\$ 29,895.00		
			Amendment No. 7	\$ 29,895.00		
			Amendment No. 8	\$ 15,000.00		
			Amendment No. 9	\$ 15,000.00		
			Amendment No. 10	\$ 20,000.00		
			Amendment No. 11	\$ 8,000.00		
			Amendment No. 12	\$ 36,200.00		
			Amendment No. 13	\$ 15,000.00		
			Amendment No. 14	\$ 20,000.00		
			Amendment No.15	\$ 35,000.00		
			Amendment No. 16	\$ 40,000.00		
			Amendment No. 17	\$ 50,000.00		
			Amendment No.18	\$ 20,000.00		
Total for Task Order 1				\$ 493,683.00	\$ 469,279.63	\$ 24,403.37
2	22	12/13/17	Oskaloosa Airport Federal Release	\$ 81,162.23		
	33	6/6/19	Amendment No. 1	\$ 4,500.00		
	35	9/12/19	Amendment No. 2	\$ 6,258.15		
		12/12/19	Amendment No. 3	\$ 8,024.30		
	Total for Task Order 2			\$ 99,944.68	\$ 95,673.82	\$ 4,270.86
3	27	10/29/18	Vos Parcels	\$ 32,856.00	\$ 40,396.99	\$ 2,456.01
	36	11/21/19	Amendment No. 1	\$ 9,997.00		
	Total for Task Order 3			\$ 42,853.00		
4	27	2/28/19	Van Heukelom Parcels	\$ 46,267.00		
			Amendment No. 1	\$ 7,500.00		
		5/27/20	Amendment No. 2	\$ 6,500.00		
			Amendment no. 3	\$ 4,300.00		
	Total for Task Order 4			\$ 64,567.00	\$ 64,002.84	\$ 564.16
5			Barnard Parcels	\$ 32,065.00		
			Amendment No. 1	\$ 3,201.00		
	Total for Task Order 5			\$ 35,266.00	\$ 33,098.42	\$ 2,167.58
6			Wichart	\$ 44,272.00	\$ 39,509.04	\$ 4,762.96
7			Hasselman Parcels	\$ 40,999.00	\$ 27,739.24	\$ 13,259.76
8			Prine Parcels	\$ 35,837.00		
			Amendment No. 1	\$ 10,000.00		
	Total for Task Order 8			\$ 45,837.00	\$ 43,063.33	\$ 2,773.67
9			DeRooi Parcels	\$ 36,154.00		
			Amendment No. 1	\$ 150,000.00		
	Total for Task Order 9			\$ 186,154.00	\$ 29,976.84	\$ 6,177.16
10			Van Zomeran Parcels	\$ 32,770.00	\$ 30,716.00	\$ 2,054.00
11			Rempe Parcels	\$ 36,630.00	\$ 33,095.45	\$ 3,534.55
12	37	11/21/19	Pella Airport Federal Release	\$ 99,978.00	\$ 7,591.34	\$ 92,386.66