

**CITY OF STORM LAKE  
AIRPORT COMMISSION MEETING,  
AIRPORT MEETING ROOM  
SEPTEMBER 9, 2024  
4:00 PM**



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**AGENDA**

Airport Meeting Room or Dial In to Participate: 1-408-418-9388  
Access Code: 24583600  
Call The Meeting To Order  
**Hear the Public**

**A. New Business**

1. [Approve the August 12, 2024, Airport Commission Minutes](#)
2. [August 2024 Financial Report](#)
3. [August 2024 Fuel Report](#)
4. [Motion to Approve the Transfer of Farm Lease Agreement](#)
5. [Airport Manager's Monthly Report](#)
6. [Administration Report September 2024](#)
7. [Economic Development Discussion](#)
8. [Airport Facility Plan](#)

**B. Adjourn**

***Meeting Protocol***

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

*\*If you have concerns about any of the items on the consent agenda, they may be separated from the consent agenda and voted on individually.*

*\*\*Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.*

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Find us on the Web at <http://www.stormlake.org>



## Staff Summary

09/09/2024  
Agenda Item # A.1.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
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**REPORT TO:** Commissioners

**FROM:** Mayra Martinez City Clerk

**SUBJECT:** **Approve the August 12, 2024, Airport Commission Minutes**

**BACKGROUND:** The Airport Commission meets monthly, and minutes are taken at each meeting. The Commission needs to review and approve the previous month's meeting.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Approve the August 12, 2024, Airport Commission Minutes

**ATTACHMENTS:**  
[08/12/2024 Minutes - Airport Commission.docx](#)

**Storm Lake Airport Commission**  
**Regular Meeting, Airport Terminal**  
**Tuesday, August 12, 2024, 4:00 PM**

Present: Commission Members Bob Ansoerge, Gary Worthan, Cynthia Turner, and Jason Dierking.  
Absent: Commissioner Nathaniel Kitzrow.

Staff Present: Tyler Gibbins.

Public Attendance: Daniel Condon (VT Industries' CFO), Jeremy Cottingham (VT Industries' Pilot), Garrett Jacobs (Bolten & Menk), Joe Roenfeldt (Bolton & Menk), John Bartholomew, and Jim Bartholomew.

Chairman Bob Ansoerge called the meeting to order at 4:00 pm.

**Hear The Public:**

Daniel Condon noted that VT is actively looking to acquire a new airplane with larger needs. They would like to explore with the airport commission details for the construction of a new hangar for the needs of the new plane. VT estimates 9 months to a year before closing on an aircraft.

Mr. Condon noted some desires of the VT about the hangar, roughly 100 x 100, perhaps larger, with a south facing door, or west facing. Their current desired location is east of the apron or east of the current maintenance shed, depending on the location of the new fuel farm. Mr. Cottingham also noted the planes they are looking into have no concerns about the runway's existing length but an extension to 5,400 feet would be ideal when weather conditions arise. Their goal is to remain at SLB.

Mr. Condon and Engineer Garrett Jacobs brought to the attention of the Commission some items for consideration when determining a location for the construction of a new hangar:

- Soil Samples
- Concrete Ratings
- New aircraft turnaround will be 65' in best case scenario, a mini parallel taxiway would be a safety benefit for the airport.
- Fire suppression may be needed in the new hangar is yet to be determined. If fire suppression is needed, the existing water volume will need to be considered.

Both parties, VT Industries representatives and airport commission members, are eager to begin negotiations on a development agreement.

**New Business**

**Minutes** - Moved by Commissioner Worthan to approve the July 8, 2024, minutes. Seconded by Commissioner Dierking. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

**Financial Report** - Moved by Commissioner Dierking to approve the July 2024 Financial rereport. Seconded by Commissioner Worthan. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

**Fuel Report** - Moved by Commissioner Dierking to approve the July 2024 Fuel Report. Seconded by Commissioner Worthan. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

### **Airport Manager's Monthly Report**

Picked up hand soap at Ace Hardware. Seneca Petroleum installed a new probe in the jet fuel tank, but the veeder-root still does not report the jet fuel data. They are waiting on an electrician to replace some wiring. Ordered and received 15,004 gallons of jet fuel. Received 8,368 gallons of 100LL avgas. Placed Notam on the AWOS closing runway 17/35. We will be ordering a new step ladder because the current one needs to be replaced as it is a safety issue.

Iowa DOT Inspection (Mike Marr) results: The hay ground needs to be moved back to 50' so will need to mow more. Need to be 35' from the cones on the grass runway, need 200' at the end of each runway and a 100' circle around the AWOS system.

Waterfowl are collecting around the standing water at the end of 31 and taxiway. The last two years water has increased.

Courtesy Car Usage: 7 Miles: 93

Fuel Meter Reading: Jet A – 734,000 (probe #2 is out stick reads 73-1/2 inches 8,568 gallons)

AV Gas – 170,503.1

### **Abandoned Airplane**

A 1976 Bellanca Super Viking 17-31 AATC Single Engine VREF Complex Single Index Airplane (N777ML) was left by its owner, Mr. William Andrew Eginton, after the City of Storm Lake and the Storm Lake Airport Commission filed for a Forcible Entry and Detainer (eviction) for non-payment of rent for Hangar F7 in 2017.

The first document is a 2017 Court Order following the Forcible Entry and Detainer action against Mr. Eginton. The Court Ordered that Mr. Eginton be removed from the premises and the Airport be put in possession of the hangar. Following the eviction, Mr. Eginton failed to retrieve his plane, and the Airport moved the airplane to the carousel hangar located on airport grounds. The airplane has remained there since.

The City and the Airport requested legal counsel to determine how the Airport might be able to dispose of the airplane and recover the costs for ongoing storage. Legal counsel determined that pursuant to Iowa Code section 556B.1(2), the City of Storm Lake, as property owner of the Storm Lake Municipal Airport, must notify the Buena Vista County Sheriff's office of the abandoned airplane and request that they provide notice to the owner of the abandoned airplane, by certified mail, return receipt requested.

A Sheriff's Notice was sent certified mail to Mr. William Andrew Eginton, and we have the Certified Mail Receipt showing Mr. Eginton received the Notice on December 30, 2023.

Iowa Code section 556B.1(2) indicates that if the property has not been reclaimed by the owner within six (6) months after notice has been provided, "it may be sold by the sheriff at public or private sale."

Mr. Eginton had until June 30, 2024, to retrieve the airplane and has failed to do so. As such, the Buena Vista County Sheriff's Office is prepared to sell the airplane.

As a procedural matter, the Commission should formally affirm the airplane is considered abandoned on Airport property and authorize the sale of the airplane by the Buena Vista County Sheriff's Office.

Iowa Code section 556B.1(2) further provides that the "net proceeds after deducting the cost of the sale shall be applied to the cost of removal and storage of the property, and the remainder, if any, shall be paid to the county treasurer."

To-date, the Storm Lake Municipal Airport has incurred \$7,641.00 on the removal and storage of the airplane.

Moved by Council Member Dierking to approve Seconded by Council Member Turner. Vote: 4 ayes with Council Member Nathaniel Kitzrow absent. Motion passed.

**Runway End 35 PAPI Repairs and Maintenance**

Weather permitting, the project could be completed as early as next Friday, 8/23/2024. At this time, no closure is going to be required for 13/31.

Moved by Commissioner Worthan to work with the contractor to make the necessary repairs due to concerns with potential changes of the airport's minimums if repairs are not completed and review the future ACIP for updates to the PAPIs. Seconded by Commissioner Turner. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

**Adjourn** - Moved by Commissioner Dierking to adjourn at 5:03pm. Seconded by Commissioner Worthan. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

Mayra A. Martinez, City Clerk

## Staff Summary

09/09/2024  
Agenda Item # A.2.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
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**REPORT TO:** Commissioners

**FROM:** Tyler Gibbins Staff Accountant

**SUBJECT:** **August 2024 Financial Report**

**BACKGROUND:** Please see the following attachments:

- Revenues vs Expenses
- Airport P&L
- Project Update Report
- Hangar Rental Report

The first set of reports are the detail report for revenues and expenses. Under "Total Activity" you will find the total revenues for August were \$26,337.99 and the Expenses were \$93,417.35.

We have generated, \$7,086.31 more in expenses than revenues for the current fiscal year for Operating.

The next report is the airport's P&L which includes all the non-operating revenue and expenses related to the airport.

The next report gives the overview of the airport projects. This also allows staff to give real time updates of where a project stands financially vs the budget and/or contracts.

The final report shows the current status of the hangar rental at the Airport. There are 8 hangar spaces available, four of which located in Hangar A, two in Hangar B, and two in Hangar D.

**FISCAL IMPACT:** Total expenses for the month of were \$93,417.35 and total revenue were \$26,337.99.

**RECOMMENDATION:** Review and Approve the Financial Report

**ATTACHMENTS:**  
[Revenue vs Expense](#)  
[August 2024 P&L](#)

**Project Report**  
**Hangar Rent**



Storm Lake, IA

# Detail vs Budget Report

## Account Detail

Date Range: 08/01/2024 - 08/31/2024

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<b>001 - General Fund</b>								
<b>Revenue</b>								
<a href="#">001-2080-02-4310</a>	Airport Hangar Rent	0.00	-38,000.00	-1,620.00	-4,259.00	-5,879.00	-32,121.00	-84.53 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
08/01/2024	CLPKT05084	04.07.31.2024 Cash Dra...		CLPKT05084			-825.00	
08/02/2024	CLPKT05091	04.08.01.2024 Cash Dra...		CLPKT05091			-285.00	
08/15/2024	CLPKT05122	04.08.14.2024 Cash Dra...		CLPKT05122			-135.00	
08/20/2024	ARPKT00930	Bank Draft Packet: ARPK...		Bank Drafts for Invoice Packet ARPKT0092...			-660.00	
08/20/2024	CLPKT05134	04.08.19.2024 Cash Dra...		CLPKT05134			-1,199.00	
08/28/2024	CLPKT05155	04.08.27.2024 Cash Dra...		CLPKT05155			-960.00	
08/30/2024	CLPKT05158	04.08.28.2024 Cash Dra...		CLPKT05158			-195.00	
<a href="#">001-2080-02-4710</a>	Airport Utilities	0.00	-3,000.00	-105.00	-105.00	-210.00	-2,790.00	-93.00 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
08/01/2024	CLPKT05084	04.07.31.2024 Cash Dra...		CLPKT05084			-105.00	
<a href="#">001-2080-02-4750</a>	Airport Gasoline	0.00	-300,000.00	-67,580.41	-21,973.99	-89,554.40	-210,445.60	-70.15 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
08/06/2024	CLPKT05097	04.08.05.2024 Cash Dra...		CLPKT05097			-1,967.25	
08/07/2024	CLPKT05100	04.08.06.2024 Cash Dra...		CLPKT05100			-2,053.55	
08/08/2024	CLPKT05101	04.08.07.2024 Cash Dra...		CLPKT05101			-171.27	
08/12/2024	CLPKT05112	04.08.08.2024 Cash Dra...		CLPKT05112			-750.30	
08/13/2024	CLPKT05116	04.08.12.2024 Cash Dra...		CLPKT05116			-9,700.01	
08/14/2024	CLPKT05117	04.08.13.2024 Cash Dra...		CLPKT05117			-167.55	
08/20/2024	CLPKT05134	04.08.19.2024 Cash Dra...		CLPKT05134			-561.60	
08/23/2024	CLPKT05144	04.08.22.2024 Cash Dra...		CLPKT05144			-171.52	
08/27/2024	CLPKT05152	04.08.26.2024 Cash Dra...		CLPKT05152			-6,274.52	
08/30/2024	CLPKT05158	04.08.28.2024 Cash Dra...		CLPKT05158			-156.42	
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-341,000.00</b>	<b>-69,305.41</b>	<b>-26,337.99</b>	<b>-95,643.40</b>	<b>-245,356.60</b>	<b>-71.95 %</b>
<b>Expense</b>								
<a href="#">001-2080-02-6310</a>	Repairs/Maintenance Bldg	0.00	11,500.00	0.00	0.00	0.00	11,500.00	100.00 %
<a href="#">001-2080-02-6332</a>	Vehicle Repair	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %

**Detail vs Budget Report**

Date Range: 08/01/2024 - 08/31/2024

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<a href="#">001-2080-02-6371</a>	Electric Service	0.00	8,600.00	584.39	1,077.95	1,662.34	6,937.66	80.67 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
08/05/2024	APPKT00905	June/July 2024	5484	Electric Services	001074 - MidAmerican Energy Company		594.24	
08/19/2024	APPKT00909	July/August 2024	5531	Electric Services	001074 - MidAmerican Energy Company		483.71	
<a href="#">001-2080-02-6373</a>	Telecommunications	0.00	1,647.06	83.53	83.53	167.06	1,480.00	89.86 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
08/19/2024	APPKT00909	August 2024 Airport	81815	Phone Service	001070 - Qwest Corporation		83.53	
<a href="#">001-2080-02-6494</a>	Operator Contract	0.00	75,843.57	6,136.21	6,136.21	12,272.42	63,571.15	83.82 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
08/19/2024	APPKT00909	August 2024 Airport Con...	5525	August 2024 Airport Contract	001069 - Jim Bartholomew		6,136.21	
<a href="#">001-2080-02-6499</a>	Contractual Services	0.00	17,500.00	432.99	3,753.78	4,186.77	13,313.23	76.08 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
08/05/2024	APPKT00905	30435	5489	UST Annual Testing	001680 - Peter Tim Petersen		775.00	
08/05/2024	APPKT00905	7/15/2024 Postage	5491	Postage	001181 - Pitney Bowes Inc		4.48	
08/05/2024	APPKT00905	98944	81724	Pest Control Service	001078 - ABC Pest Control, Inc		95.55	
08/05/2024	APPKT00905	July 2024	5498	Garbage Services	002126 - SGS, LLC		53.75	
08/19/2024	APPKT00909	299082	81823	Annual Maintenance- Super Maint	001189 - Syn-Tech Systems Inc		2,650.00	
08/19/2024	APPKT00909	FY2025 NPDES Permit #...	81802	FY2025 NPDES Permit #385-603	001286 - Iowa Department of Natural Resour...		175.00	
<a href="#">001-2080-02-6503</a>	Merchandise for resale	0.00	280,000.00	0.00	82,199.55	82,199.55	197,800.45	70.64 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
08/05/2024	APPKT00905	4076788	5463	Jet Fuel	001030 - Eastern Aviation Fuels, Inc		22,673.82	
08/05/2024	APPKT00905	4087676	5463	AV Gas	001030 - Eastern Aviation Fuels, Inc		37,436.19	
08/05/2024	APPKT00905	4088774	5463	Jet Fuel	001030 - Eastern Aviation Fuels, Inc		22,089.54	
<a href="#">001-2080-02-6599</a>	Supplies	0.00	4,000.00	2,075.24	166.33	2,241.57	1,758.43	43.96 %
<b>Post Date</b>	<b>Packet Number</b>	<b>Source Transaction</b>	<b>Pmt Number</b>	<b>Description</b>	<b>Vendor</b>	<b>Project Account</b>	<b>Amount</b>	
08/05/2024	APPKT00905	July 2024	81750	Water Service	001073 - Iowa Lakes Regional Water		64.39	
08/19/2024	APPKT00909	August 2024	81803	Water Service	001073 - Iowa Lakes Regional Water		71.99	
08/19/2024	APPKT00909	July 2024	81820	Supplies	001216 - Storm Lake Ace Hardware		29.95	
<b>Expense Totals:</b>		<b>0.00</b>	<b>400,090.63</b>	<b>9,312.36</b>	<b>93,417.35</b>	<b>102,729.71</b>	<b>297,360.92</b>	<b>-74.32 %</b>
<b>001 - General Fund Totals:</b>		<b>0.00</b>	<b>59,090.63</b>	<b>-59,993.05</b>	<b>67,079.36</b>	<b>7,086.31</b>	<b>52,004.32</b>	<b>-88.01 %</b>
<b>Report Total:</b>		<b>0.00</b>	<b>59,090.63</b>	<b>-59,993.05</b>	<b>67,079.36</b>	<b>7,086.31</b>	<b>52,004.32</b>	<b>-88.01 %</b>

### Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001 - General Fund	0.00	59,090.63	-59,993.05	67,079.36	7,086.31	52,004.32	
<b>Report Total:</b>	<b>0.00</b>	<b>59,090.63</b>	<b>-59,993.05</b>	<b>67,079.36</b>	<b>7,086.31</b>	<b>52,004.32</b>	

# City of Storm Lake

## Airport Profit/Loss Statement

August 2024

	Budget	Activity	Remaining
<b>Revenue from Operations:</b>			
Hangar Rent	\$ 38,000.00	\$ 5,879.00	\$ 32,121.00
Utility Rent	\$ 3,000.00	\$ 210.00	\$ 2,790.00
Fuel Sales	\$ 300,000.00	\$ 89,554.40	\$ 210,445.60
Misc Airport Rev	\$ -		\$ -
	\$ 341,000.00	\$ 95,643.40	\$ 245,356.60
<b>Revenue from Non-Operations:</b>			
			\$ -
Ag Land Rent	\$ 61,000.00		\$ 61,000.00
Tsfr for Capital			\$ -
	\$ 61,000.00	\$ -	\$ 61,000.00
<b>Expenses from Operations:</b>			
			\$ -
Building Maint/Repairs	\$ 11,500.00		\$ 11,500.00
Vehicle Repairs	\$ 1,000.00		\$ 1,000.00
Electric Service	\$ 8,600.00	\$ 1,662.34	\$ 6,937.66
Telecommunications	\$ 1,647.06	\$ 167.06	\$ 1,480.00
Operator Contract	\$ 73,634.53	\$ 12,272.42	\$ 61,362.11
Services	\$ 17,500.00	\$ 4,186.77	\$ 13,313.23
Supplies	\$ 4,000.00	\$ 2,241.57	\$ 1,758.43
	\$ 117,881.59	\$ 20,530.16	\$ 97,351.43
<b>Expenses Non-Operating:</b>			
			\$ -
COGS	\$ 280,000.00	\$ 82,199.55	\$ 197,800.45
Capital Improvements			\$ -
Insurance			\$ -
Grounds Maint (Rec)**		\$ 4,143.75	\$ (4,143.75)
	\$ 280,000.00	\$ 86,343.30	\$ 193,656.70
<b>Net Profit/(Loss)</b>	\$ 4,118.41	\$ (11,230.06)	

**	<b>Snow Removal</b>	<b>Lawn Care</b>
Labor	\$ -	\$ 3,315.00
Equipment	\$ -	\$ 828.75



Storm Lake, IA

# Project Activity vs Budget Report By Project Number

Date Range: 08/01/2024 - 08/31/2024

Project Number	Project Name	Group	Type	Status				
<a href="#">0T5.128791</a>	Runway 17/35 Lighting Replacement	Airport Projects	Federal/State Grant	Active				
<b>Revenues</b>								
<b>Account Key</b>	<b>Account Name</b>		<b>Total Budget</b>	<b>Date Range</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>	<b>Budget Remaining</b>
<a href="#">30100020-04</a>	Runway 17/35 Ligting Replace- State Rev		0.00	0.00	-41,670.00	0.00	-41,670.00	41,670.00
	<b>Total Revenues:</b>		<b>0.00</b>	<b>0.00</b>	<b>-41,670.00</b>	<b>0.00</b>	<b>-41,670.00</b>	<b>41,670.00</b>
<b>Account Key</b>								
<b>Account Key</b>	<b>Account Name</b>		<b>Total Budget</b>	<b>Date Range</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>	<b>Budget Remaining</b>
<a href="#">30100020-05</a>	Runway 17/35 Ligting Replace- Local Match		0.00	0.00	-41,074.17	0.00	-41,074.17	41,074.17
	<b>Total Revenues:</b>		<b>0.00</b>	<b>0.00</b>	<b>-41,074.17</b>	<b>0.00</b>	<b>-41,074.17</b>	<b>41,074.17</b>
<b>Expenses</b>								
<b>Account Key</b>	<b>Account Name</b>		<b>Total Budget</b>	<b>Date Range</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>	<b>Budget Remaining</b>
<a href="#">30100020-01</a>	Runway 17/35 Ligting Replace- Const		296,003.25	296,003.25	26,992.68	118,868.53	145,861.21	150,142.04
<b>GL Account Number</b>	<b>GL Account Name</b>	<b>Post Date</b>	<b>Description</b>		<b>Vendor Name</b>	<b>Item Number</b>	<b>Activity</b>	
<a href="#">301-6900-08-6799</a>	Undesignated Capital	08/19/2024	Pay #2 of Runway 17/35 Lighting		Voltmer, Inc	<a href="#">Pay #2 of Runway 17/...</a>	118,868.53	
	<b>Total Expenses:</b>		<b>296,003.25</b>	<b>296,003.25</b>	<b>26,992.68</b>	<b>118,868.53</b>	<b>145,861.21</b>	<b>150,142.04</b>
<b>Account Key</b>								
<b>Account Key</b>	<b>Account Name</b>		<b>Total Budget</b>	<b>Date Range</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>	<b>Budget Remaining</b>
<a href="#">30100020-02</a>	Runway 17/35 Ligting Replace- Eng		99,900.00	99,900.00	54,948.00	1,464.50	56,412.50	43,487.50
<b>GL Account Number</b>	<b>GL Account Name</b>	<b>Post Date</b>	<b>Description</b>		<b>Vendor Name</b>	<b>Item Number</b>	<b>Activity</b>	
<a href="#">301-6900-08-6799</a>	Undesignated Capital	08/19/2024	Construction Services		Bolton & Menk, Inc	<a href="#">0342540</a>	1,464.50	
	<b>Total Expenses:</b>		<b>99,900.00</b>	<b>99,900.00</b>	<b>54,948.00</b>	<b>1,464.50</b>	<b>56,412.50</b>	<b>43,487.50</b>
<b>Account Key</b>								
<b>Account Key</b>	<b>Account Name</b>		<b>Total Budget</b>	<b>Date Range</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>	<b>Budget Remaining</b>
<a href="#">30100020-03</a>	Runway 17/35 Ligting Replace- Leg/Admin		0.00	0.00	23.76	0.00	23.76	-23.76
	<b>Total Expenses:</b>		<b>0.00</b>	<b>0.00</b>	<b>23.76</b>	<b>0.00</b>	<b>23.76</b>	<b>-23.76</b>
<b>Account Key</b>								
<b>Account Key</b>	<b>Account Name</b>		<b>Total Budget</b>	<b>Date Range</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>	<b>Budget Remaining</b>
<a href="#">30100020-11</a>	Runway 17/35 Ligting Replace- Beacon		14,838.43	14,838.43	14,838.43	0.00	14,838.43	0.00
	<b>Total Expenses:</b>		<b>14,838.43</b>	<b>14,838.43</b>	<b>14,838.43</b>	<b>0.00</b>	<b>14,838.43</b>	<b>0.00</b>
	<b>0T5.128791 Total:</b>		<b>410,741.68</b>	<b>410,741.68</b>	<b>14,058.70</b>	<b>120,333.03</b>	<b>134,391.73</b>	<b>276,349.95</b>

**Summary**

		<b>Project Summary</b>					
<b>Project Number</b>	<b>Project Name</b>	<b>Total Budget</b>	<b>Date Range Budget</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>	<b>Budget Remaining</b>
<a href="#">OT5.128791</a>	Runway 17/35 Lighting Replacement	410,741.68	410,741.68	14,058.70	120,333.03	134,391.73	276,349.95
	<b>Report Total:</b>	<b>410,741.68</b>	<b>410,741.68</b>	<b>14,058.70</b>	<b>120,333.03</b>	<b>134,391.73</b>	<b>276,349.95</b>
		<b>Group Summary</b>					
<b>Group</b>		<b>Total Budget</b>	<b>Date Range Budget</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>	<b>Budget Remaining</b>
	Airport Projects	410,741.68	410,741.68	14,058.70	120,333.03	134,391.73	276,349.95
	<b>Report Total:</b>	<b>410,741.68</b>	<b>410,741.68</b>	<b>14,058.70</b>	<b>120,333.03</b>	<b>134,391.73</b>	<b>276,349.95</b>
		<b>Type Summary</b>					
<b>Group</b>		<b>Total Budget</b>	<b>Date Range Budget</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>	<b>Budget Remaining</b>
	Federal/State Grant	410,741.68	410,741.68	14,058.70	120,333.03	134,391.73	276,349.95
	<b>Report Total:</b>	<b>410,741.68</b>	<b>410,741.68</b>	<b>14,058.70</b>	<b>120,333.03</b>	<b>134,391.73</b>	<b>276,349.95</b>

**FY 2024-2025 Hangar Rent**

<b>Hangar</b>	<b>Price/Month</b>	<b># of spots available</b>	<b># Rented</b>
A	65.00	4	0
B	65.00	4	2
C		This is VT's Hangar	
D	80.00	6	4
E	95.00	6	6
F	135.00	5	5
F	150.00	1	1
		<u>26</u>	<u>18</u> TOTAL

## Staff Summary

09/09/2024  
Agenda Item # A.3.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Commissioners  
**FROM:** Tyler Gibbins Staff Accountant  
**SUBJECT:** August 2024 Fuel Report

### BACKGROUND:

Please find the following attachments for your review:

- Sales Report
- Fuel Readings Report
- Running Total for Fuel
- Credit Card Reconciliation

On the sales report please note the following key pieces of information:

- Total sales for the month were \$22,287.58
- AV Gas = \$3,529.66 or 13.07% of the total sales (694.030 gallons)
- Jet Fuel = \$18,757.92 or 86.93% of the total sales (4,614.200 Gallons)
- Hangar Renters accounted for \$331.48 of the total sales or 1.49%
- The Fixed Based Operator (FBO) accounted for \$13,705.11 of fuel sales or 61.49%
- Outside non-based aircraft accounted for \$8,250.99 of the total sales or 37.02%
- Test card is \$0.00 which is 0.00% of the total sales

At the bottom of the report you can see the price we are selling each product.

On the Fuel Readings Report note the AV Gas on the Mechanical reading is showing we should have sold 3.630 gallons more.

On the Fuel Readings Report note the Jet A Fuel on the Mechanical reading for the month is showing we sold 0.800 gallons more.

There were no Veeder Root or stick readings for the the month. The probe for jet fuel tank is malfunctioning. Seneca Companies has determined the probe replacement will require additional electrical work.

The next report is a month to month running total to track the amount of fuel pumped. You can see in the Running Total for Fuel report the overall difference of both AV Gas & Jet A Fuel.

Finally, the last report is a reconciliation of the credit card receipts and expenses related to the fuel sales at the Airport. The bank deposits plus the service charges equal the amount purchased at the terminal. In order to balance with the terminal system, we must only take what was purchased in the month according to the transaction date. There is a lag of a few days after the sale so we must add the outstanding transactions that come in the following month.

To reconcile our books for the month from the financial report to the bank we must take the amount received in our books (\$21,973.99) and remove the transaction from BFS for their markup on fuel brought onto the airport (\$751.30) and add the transactions from August (\$590.28) which will hit the September financials, then finally add the service charges and testing transactions to balance (\$22,287.58).

You can see the service charges are \$474.61 for the month and the amount used for monthly testing was \$0.00.

**FISCAL IMPACT:**

Total Fuel Sales for the month of August were \$22,287.58.

**RECOMMENDATION:**

Review and Approve the Fuel Report.

**ATTACHMENTS:**

[Sales Report](#)  
[Fuel Reading Report](#)  
[Running Total for Fuel](#)  
[Reconciliation](#)

# City of Storm Lake Airport Fuel Report

\$ Amount

	Sales Breakout	AV Gas	Jet Fuel
Test Card	\$ -		
Hangar Renters	\$ 331.48	\$ 331.48	
Of which is VT	\$ -		
Bart's Flying Service	\$ 13,705.11	\$ 1,791.69	\$ 11,913.42
Credit Cards	\$ 8,250.99	\$ 1,406.49	\$ 6,844.50
Other Purchases	\$ -		
	\$ 22,287.58	\$ 3,529.66	\$ 18,757.92
<b>Total FM Sales=</b>	<b>\$ 22,287.58</b>		

Gallons

	Sales Breakout	AV Gas	Jet Fuel
Test Card	-		
Hangar Renters	59.970	59.970	
Of which is VT	-		
Bart's Flying Service	3,533.250	381.550	3,151.700
Credit Cards	1,715.010	252.510	1,462.500
Other Purchases	-		
	5,308.230	694.030	4,614.200
<b>Total FM Sales=</b>	<b>5,308.230</b>		

Price of Fuel:

Beginning	5.57	4.68
End	5.57	4.68

# City of Storm Lake Airport Fuel Report

	<u>AV Gas</u>	<u>Veter Root System</u>	<u>Jet Fuel</u>
Beginning Fuel Reading	9,997.000		
Before Fueling			
After Fueling			
Before Fueling			
After Fueling			
Fuel Added for Month	-		-
Ending Fuel Reading	9,322.000		
Total=	675.000		-

	<u>Stick Reading</u>			
Beginning Fuel Reading	<u>10,046.000</u>	72 3/8	<u>8,568.000</u>	73 1/2
Before Fueling				
After Fueling				
Before Fueling			-	
After Fueling				
Fuel Added for Month	-		-	
Ending Fuel Reading	9,362.000	67 1/4	4,012.00	38 1/2
Total=	684.000		4,556.000	

	<u>Mechanical Reading</u>	
Beginning Fuel Reading	170,503.100	734,600.000
Before Fueling		
After Fueling		
Fuel Added for Month		
Ending Fuel Reading	171,193.500	739,215.000
Total=	690.400	4,615.000

**Direct Bill Gallons**

<b>Actual</b>	<b>694.03</b>	<b>4,614.20</b>
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# City of Storm Lake

## Airport Fuel Report

Running Month to Month Difference in Fuel Redings  
Calendar Year 2024

		<u>AV Gas</u>						163,461.800	
Start Read=		VeterRoot System		Stick Reading		Mechanical Reading			
		Overall	This Mo.	Overall	This Mo.	Overall	This Mo.		
January	Short	-1.530	-1.530	Short	-2.53	-2.53	Short	-0.530	-0.530
February	Long	0.950	2.480	Long	0.45	2.98	Short	-1.850	-1.320
March							Short	-2.880	-1.030
April							Short	-5.420	-2.540
May	Short	-29.910	-30.860	Long	38.59	38.14	Short	-10.080	-4.660
June	Short	-64.090	-34.180	Short	25.41	-13.18	Short	-10.160	-0.080
July	Long	-46.680	17.410	Long	556.82	531.41	Short	-17.450	-7.290
August	Short	-65.710	-19.030	Short	546.79	-10.03	Short	-21.080	-3.630
September									
October									
November									
December									
Total Difference=		-65.710		546.79				-21.080	

		<u>Jet A</u>						704,458.000	
Start Read=		VeterRoot System		Stick Reading		Mechanical Reading			
		Overall	This Mo.	Overall	This Mo.	Overall	This Mo.		
January	Long	45.900	45.900	Long	8.900	8.9	Long	2.900	2.900
February	Long	65.000	19.100	Long	168.900	160	Long	4.000	1.100
March							Long	5.800	1.800
April							Long	6.500	0.700
May							Long	8.200	1.700
June							Long	11.200	3.000
July				Short	161.1	-7.8	Long	15.400	4.200
August				Short	102.9	-58.2	Long	16.200	0.800
September									
October									
November									
December									
Total Difference=		65.000		102.9				16.200	

**Note: The Long/Short Amount is the difference from our readings to what the Fuel Master System reads.**



## Staff Summary

09/09/2024  
Agenda Item # A.4.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Commissioners

**FROM:** Tyler Gibbins Staff Accountant

**SUBJECT:** **Motion to Approve the Transfer of Farm Lease Agreement**

**BACKGROUND:** As part of the land acquisition in 2012, the Airport Commission leases out the farm ground surround the airport to adjacent property owners for harvest. Foell Farms notified City staff of a transfer of ownership of farm ground adjacent to the Airport. Upon review, it was found the farm ground previously under agreement with Kevin Cone will now be leased to Foell Farms.

Per the State of Iowa rules and regulations, termination of such farm lease agreement must be terminated by September 1st of the preceding harvest season. This item will terminate the existing lease with Kevin Cone and authorize the execution of a new farm lease to Foell Farms for the 2025 season. There are no changes in the lease from Mr. Cone to Foell Farms, simply a change in persons contracted.

**FISCAL IMPACT:** The is no fiscal impact to the transfer of the lease. Terms of the lease are unchanged.

**RECOMMENDATION:** Move to accept the termination notice and approve the new Farm Lease Agreement.

**ATTACHMENTS:**  
[Notice of Termination](#)  
[Farm Lease Agreement](#)



# NOTICE OF TERMINATION OF FARM TENANCY

TO:

Kevin Cone, 761 610th Street, Storm Lake, Iowa 50588

You and each of you are hereby notified that the farm tenancy of the following described real estate situated in Buena Vista County, Iowa, to-wit:

The North 623.00 Feet of the West 416.00 Feet of the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Twenty-Nine (29), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Buena Vista County, Iowa and containing 5.95 acres (259,168 S.F.). Property subject to any and all easements of record.

will terminate and expire on the first day of March, 2025, and such tenancy will not continue after said date.

This notice is given to you in accordance with the provisions of Chapter 562 of the Code of Iowa.

If this notice is directed to a person in possession of the real estate, you are further notified that the undersigned demand that you vacate, surrender and deliver possession of said real estate on said date.

You will therefore take notice and govern yourselves accordingly.

City of Storm Lake, Iowa as successor in interest to

Candace Madich

By: *Kevin Cone*

City Manager, Storm Lake, Iowa

### ACCEPTANCE OF SERVICE

The undersigned accept and acknowledge due, timely and legal service of the foregoing notice and acknowledge receipt of a copy thereof on this date, at \_\_\_\_\_

Dated: 8/28/24

Name: *Kevin Cone*

Address: 761 610<sup>th</sup> St  
Storm Lake, IA 50588

# FARM LEASE- FLEXIBLE CASH RENT

THIS LEASE ("lease") is made between Storm Lake Municipal Airport Commission ("Landlord"), whose address for the purpose of this Lease is City Hall, PO Box 1086, Storm Lake, IA 50588 and Foell Farms, Attn: Nicholas Foell ("Tenant"), whose address for the purpose of this Lease is 6424 80<sup>th</sup> Ave, Storm Lake, IA 50588.

**THE PARTIES AGREE AS FOLLOWS:**

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

The North 623.00 feet of the West 416.00 feet of the Northwest 1/4 of the Southeast 1/4 (NW1/4SE1/4) of Section Twenty Nine (29), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Buena Vista County, Iowa

and containing   5.6   tillable acres, more or less, with possession by Tenant for a term of 1 year to commence on March 1, 2025, 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"):

Total annual cash rent to be the total of the base cash per acre of \$210.00 x   5.6   acres plus a bonus (determined per additional provisions x   5.6   acres, to be determined on December 1<sup>st</sup> of the year; payable, unless otherwise agreed, as follows:

\$588.00 on March 1<sup>st</sup>, 2025 and the balance of the total base cash rent of \$588.00 on November 1<sup>st</sup>, 2025, plus the bonus paid on December 1<sup>st</sup>, 2025.

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 100% Landlord, 0% 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 sign and deliver to Landlord a UCC-1 financing statement showing the existence of this security interest. 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 Tenants intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday thru 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 crop upon which Landlord has been granted a security interest in the 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.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Landlord. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	%Landlord	%Tenant
(1) Commercial Fertilizer .....	0	100
(2) Lime and Trace Minerals .....	0	100
(3) Herbicides .....	0	100
(4) Insecticides .....	0	100
(5) Seed .....	0	100

(6)Seed Cleaning .....	0	100
(?)Harvesting and/or Shelling Expense .....	0	100
(8)Grain Drying Expense .....	0	100
(9)Grain Storage Expense.....	0	100
(10)Other.....	0	100

Phosphate and potash on oats or beans shall be allocated 100% the first year and 0% the second year, and on all other crops allocated 100% the first year and 0% the second year. Lime and trace minerals shall be allocated over 3 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, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals, and chemicals. There will be no reimbursement for unused portion of fertilizer.

**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 the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, 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.

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 shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines, and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

**6. DELIVERY OF GRAIN.** If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at \_\_\_ N/A \_\_\_ or elsewhere at no further distant point.

**7. LANDLORD'S STORAGE SPACE.** If this lease is a crop share lease, Landlord reserves 0% of all crib and granary space for storage of the rent share crops, as mutually agreed upon between landlord and tenant.

**8. ENVIRONMENTAL.**

a. Landlord. To the best of Landlord's knowledge to date:

- 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 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 groundwater 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 of 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 8b, the choice of word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

9. **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.

10. **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 \$100.00 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.

11. **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.

12. **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.

13. **REPAIRS.** Tenant shall maintain the fences on the leased premises 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.

14. **NEW IMPROVEMENTS.** All building, 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.

15. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, 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, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

16. **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.

17. **NO AGENCY.** Tenant is not an agent of the Landlord.

18. TELEVISION AND RADIO. Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

19. ACCOUNTING. The method used for dividing and accounting for the harvested gain shall be customary and unusual method used in the locale.

20. 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 attorney's fees.

21. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of the Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

22. CONSTRUCTION. Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to the context.

23. NOTICES. The notices contemplated in the 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 9, which shall be governed by the Code of Iowa.

24. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

25. ADDITIONAL PROVISIONS.

\* This lease supersedes and replaces any and all previous leases either written or oral.

\* 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, plus the rates of such items applied on the leased premises during each year. This is to include planting dates, brands of hybrids and varieties and planting populations and row widths. Tenant shall also by December 15<sup>th</sup>, provide farm yields for the leased premises for crops grown. Maps will be provided to tenant on which this information can be recorded.

Bonus: An additional amount of cash rent per acre shall be calculated for a bonus by December 1<sup>st</sup> of the year as follows:

\_65\_ bushels of corn times the simple average of the closing cash price of corn on the New Crop corn bid (Oct./Nov. bid) at the First Coop or Ag Partners Elevator on every trading day in March, April, May, June, July, August, September and October. The initial base cash rent per acre (\$210.00) to be subtracted from this total with the remainder to be the bonus per acre. If this calculation would produce a negative amount for bonus per acre, then the bonus would be \$0 per acre for the year and the base rent would be the total cash rent paid.

Tenant understands that the Real Estate is situated near the Storm Lake Municipal Airport, the Real Estate is included in the Airport's runway protection zones, and part or all of the Real Estate is or may be subject to federal, state, and local laws and regulations pertaining to and restricting uses of land near an airport. Tenant shall comply with all such laws and regulations in the course of farming or otherwise using the Real Estate and shall not interfere with the public's use of the Storm Lake Municipal Airport. Landlord represents that the use of the Real Estate for the planting, growing, cultivating, and harvesting of crops by customary methods is not prohibited by law or regulation.

DATED: 8-28-24

Foell Farms by Jan Foell  
Foell Farms,  
Attn: Nicholas Foell

LANDLORD:

Storm Lake Municipal Airport Commission

By: \_\_\_\_\_  
Robert Ansorge, Chairperson Landlord

## Staff Summary

09/09/2024  
Agenda Item # A.5.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Commissioners

**FROM:** Tyler Gibbins Staff Accountant

**SUBJECT:** **Airport Manager's Monthly Report**

**BACKGROUND:** The Manager's agreement with the Storm Lake Airport Commission calls for the manager to present a monthly report to the Commission on various items for the past month. The topics that are to be included in the report are as follows:

- Pilot Activity - Report shall include a list of the tail numbers of all aircraft located on the grounds within an hour of opening and closing (excluding based aircraft)
- Airport Maintenance - Report shall identify any maintenance issues arising or discovered during the reporting period
- Student Pilots - Report on the number of student pilots currently enrolled in lessons and their training status
- Critical Systems - Report on the critical systems at the airport including but not limited to the AWOS system, runway lighting, and other navigational aids.
- Courtesy Car - Report on the number of uses and miles driven
- Marketing Efforts - Report on any efforts made by the Manager to promote the Airport
- Overnight Rentals - Identify the number of overnight rentals that took place
- NOTAMS - Report on the number and reason for any NOTAMS issued during the reporting period
- Weekly Grounds Inspection - Provide copies of the weekly ground inspection sheets showing any issues or concerns

**FISCAL IMPACT:** No fiscal impact to the filing of the report. The report may identify items and issues that will require expenditures to resolve.

**RECOMMENDATION:** Review the Attached Report Prepared By the Manager, Bart's Flying Service.

**ATTACHMENTS:**

## Manager's Report

Bart's Flying Service  
Manager's Report  
August, 2024

8/04 Picked up roundup at Bomgaars and sprayed weeds.  
8/16 Electricians were unable to fix the Veeder root.  
8/20 Repaired bi-fold door on hangar E stall #6.  
8/21 Checked runway 17/35 for FOD, canceled NOTAM reopening the runway.  
8/22 Repaired bi-fold door on hangar A.  
8/26 City crew filled Badger holes on runway 6/24.  
8/30 Checked runway 6/24 for any new holes none found called the FAA and canceled NOTAM reopening runway 6/24 for use.

Courtesy car usage 7 miles 167

Fuel meter readings

Jet-A 739215, probe # 2 is out stick reads 38.5 inches

4012gallons

Av Gas 171193.5

## Staff Summary

09/09/2024  
Agenda Item # A.6.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Commissioners  
**FROM:** Tyler Gibbins Staff Accountant  
**SUBJECT:** **Administration Report September 2024**

**BACKGROUND:** Here is the monthly report from City Administration. The majority, if not all, of the items here are for your information and require no action on behalf of the commission.

### **Runway 17/35 Lighting Project Update**

Voltmer has completed the lighting replacements with seeding occurring the week of September 3rd. Voltmer will work with Bolton & Menk to work through any punch list items.

### **IDOT Inspection List Update**

As a result of the DOT inspection on July 9th, the additional mowing away from the runway markers and runway have been completed. We will need to evaluate the solution of the 100' radius around the AWOS as 100' would encroach on the farm ground surrounding the airport.

Staff will continue to work with engineers on the improved drainage plan for the NW section of the taxiway connecting to runway 17 before the September 15th request date.

**FISCAL IMPACT:** N/A  
**RECOMMENDATION:** Review the Report and Ask Questions, If Any.  
**ATTACHMENTS:**  
[IDOT Inspection](#)



302684. Airport Registration  
Renewal  
Iowa DOT

Submitted On:  
Jul 9, 2024, 10:48AM EDT

<b>Airport Name and Identifier</b>	Storm Lake - SLB
<b>Inspection Performed By</b>	Iowa DOT
<b>Name/Title</b>	Mike Marr - Airport Inspector
<b>Phone</b>	515-290-5743
<b>Email</b>	michael.marr@iowadot.us

## Obstruction-free Area

**Does the airport meet this standard? (720.10(1) Obstruction-free area)**

No

**Discrepancies**

The airport is allowing hay to grow in the obstruction free area.

**CORRECTIVE ACTION:**

Ensure that no grass or crops are allowed to exceed 8" in height within 50' from the paved runway surface, 30' from the turf runway markers, 200' from the runway ends and within 100' radius of the AWOS.

The existing hay should be mowed before Wednesday, July 17, 2024. Failure to comply may result in denial of public use landing certification.

## Runways

<b>Does the airport meet this standard? (720.10(2) Runway(s))</b>	Yes
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## Approach Zones

<b>Does the airport meet this standard?(720.10(3) Approach zones)</b>	Yes
---	-----

## Facilities

<b>Does the airport meet the standard? (720.10(4) Facilities)</b>	Yes
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**Were any additional conditions noted that would make the airport unsafe or unusable?**

Yes

**Discrepancies (unsafe/unusable conditions)**

The area located NW of the taxiway connecting to runway 17 has standing water and has become a wildlife attractant. Numerous birds were loafing around the area during the inspection. While looking through historical imagery, it appears this area has begun to hold more water over the past couple of years.

**CORRECTIVE ACTION:**

The airport should work to improve drainage in this area so wetlands do not persist and cause wildlife issues. By September 15th, 2024, this area must be drained or our office should receive a plan from the airport sponsor, addressing plans to correct this issue. Failure to comply may result in denial of public use landing certification.

**Inspector Notes**

A number of runway lights were damaged or knocked over. These should be repaired or replaced as soon as possible.

**Documentation Uploads (photos, supporting documents, etc.) up to 10 files per upload slot**

[damaged lights.jpg](#)  
[distance to hay.jpg](#)  
[hay crop distance.jpg](#)  
[hay cutout.jpg](#)  
[missing and knocked over light.jpg](#)  
[missing lights.jpg](#)  
[wetland with duck.jpg](#)

**Staff Summary**

**09/09/2024**  
**Agenda Item # A.7.**



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Commissioners

**FROM:** Tyler Gibbins Staff Accountant

**SUBJECT:** **Economic Development Discussion**

**BACKGROUND:** Economic Development Specialist, Lee Dutfield, from the City of Storm Lake to discuss development options available to the Commission.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**ATTACHMENTS:**

## Staff Summary

09/09/2024  
Agenda Item # A.8.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Commissioners  
**FROM:** Tyler Gibbins Staff Accountant

**SUBJECT:** **Airport Facility Plan**

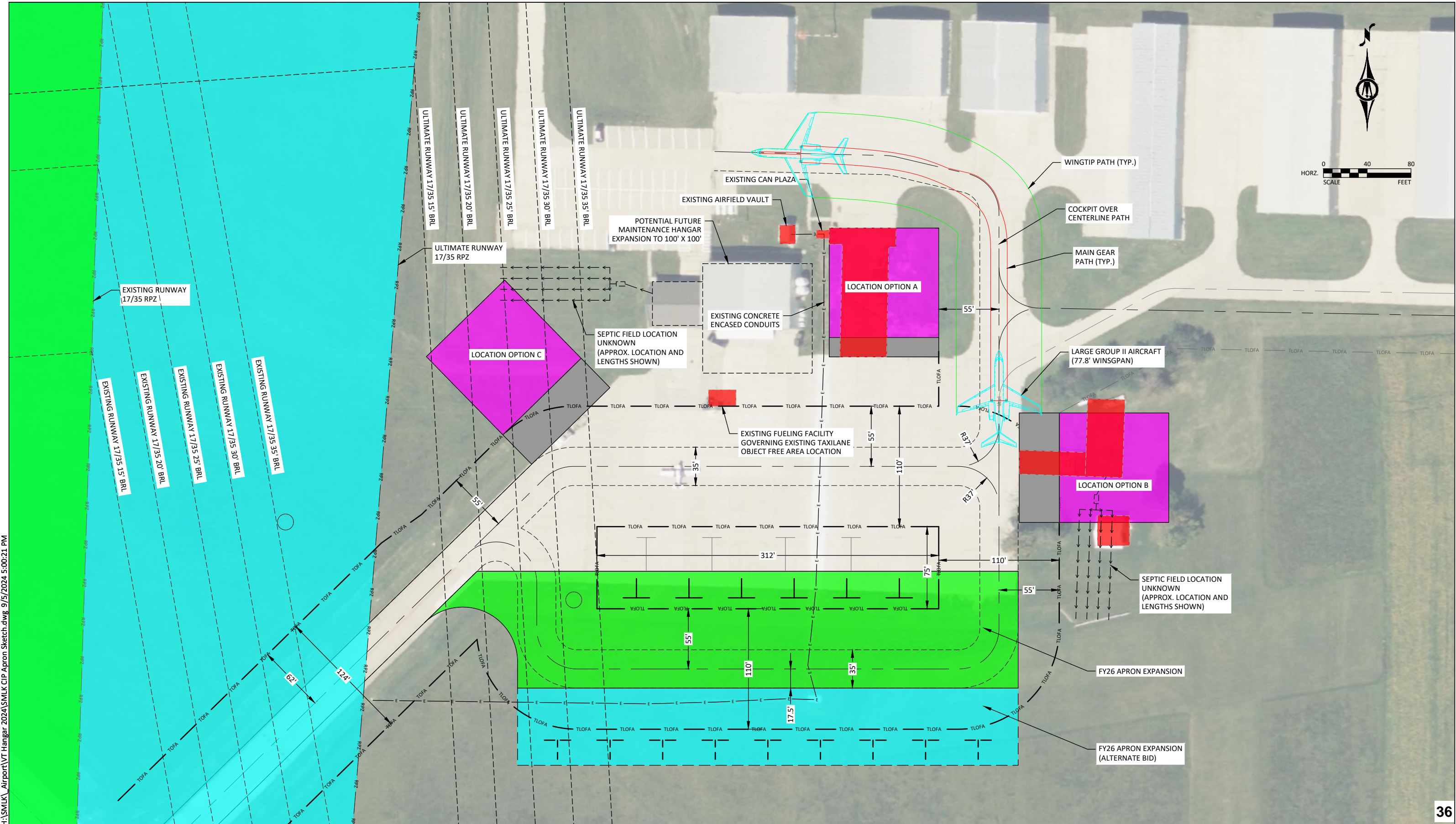
**BACKGROUND:** Per the request of the Commission, Staff has worked with Engineers Bolton & Menk on a feasibility study of potential expansion of hangar space at the airport while considering future ramifications.

The attached memo and facility map outlines several pros and cons of locations previously discussed by the Commission. Please note, there are preliminary findings with several additional unknowns. Additional review of site plans will be needed following any decisions.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Discuss the findings of the engineers.

**ATTACHMENTS:**  
[Site Concept Locations 20240905](#)  
[Site Concept Pros and Cons 2024 8 28](#)



H:\SMLK\_Airport\VT\_Hangar\_2024\SMLK CIP Apron Sketch.dwg 9/5/2024 5:00:21 PM



Real People. Real Solutions.

## MEMORANDUM

Date: August 28, 2024

To: Tyler Gibbins, Staff Accountant, City of Storm Lake

From: Joe Roenfeldt, P.E. & Garrett Jacobs, P.E.

Subject: 100' x 100' Hangar Site Concept Locations  
City of Storm Lake, Iowa  
Project No.: N/A

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Dear Mr. Gibbins,

As requested by yourself and the Storm Lake Municipal Airport Commission, we are providing you a list of Pros and Cons for a few different identified hangar site concept locations proposed by the Commission at their August 12, 2024 meeting.

An existing hangar tenant expressed great interest in constructing a new hangar building (100' x 100') at the airport with the request of a South or West facing Hangar Door.

The Commission spoke about 3 different potential locations at the meeting (referring to them as Option A, B and C) which were: to the West of the existing maintenance hangar, North of the apron (Option A), off the East side of the apron, RC area (Option B), and off the Northwest side of the apron (Option C). In the next few paragraphs we will provide our opinions on the impact of development in each of those areas. Please additionally see the provided exhibit outlining each location as well as showing the near-future planned apron expansion, Taxilane Object Free Areas and areas of potential conflict with each location.

### **Option A (North of Apron):**

- Pros
  - South Facing Hangar
  - Direct Access to Apron
  - Minimal approach pavement installation
  - Group II Aircraft path remains to the North of this hangar, allowing development of larger hangars off the North parking area in the future
- Cons
  - Likely requires a fire wall on the West side due to proximity to the maintenance hangar

- Recently installed airfield electrical can plaza is within close proximity to Northwest corner of the building which may have an impact on existing infrastructure
- Although previous building has been demolished in this location, concrete remains. At this time it is uncertain whether any foundations remain in this area. Do we know of any environmental concerns with this location?
- Large amount of site preparation costs
- Shown in a dashed box around the existing maintenance hangar, if the city or FBO was ever to desire to expand the size of the maintenance facility this would be limited on space to do so to the East. Considerations should be given to the impacts to the airport's future needs
- Unknown
  - Utility accommodations. Higher potential for utilities to be presently located near this area. Further investigation to determine is warranted

**Option B (East of Apron):**

- Pros
  - Direct Access to Apron
- Cons
  - West Facing Hangar (typically not the first preference by tenants at other airports)
  - RC club area will likely need to move elsewhere on the airfield as the majority of their leased site will be impacted
  - Closer to potential area for future fuel farm
  - Previous building in this area in which foundations still remain (at the previous commission meeting it was also discussed that there may be a septic field in this area)
- Unknown
  - Providing utilities to this location may be more difficult when compared to other options. Further investigation to determine this is warranted

**Option C (Northwest of Apron):**

- Pros
  - Southeast facing Hangar (typically preferred by tenants at other airports)
  - A private vehicle parking area could be constructed behind the hangar (Northwest) and connected to the existing parking lot.
- Cons
  - With Runway 17/35's current visibility minimums (not less than 1-mile), there is no impact to the RPZ and is located well beyond the 35' Building Restriction Line (BRL). If the runway were to move to the ultimate condition visibility (less than ¾-mile and precision approaches), the primary surface would be expanded from 500' wide to 1,000'

Name: Tyler Gibbins, Staff Accountant

Date: August 28, 2024

Page: 3

wide. If this were the case, the building would penetrate the transitional surface. A penetration of this nature may be able to be mitigated

- Potential location for future fuel farm. This location, if chosen for a fuel farm, would allow a delivery truck to provide fuel without entering the airfield pavement
- Unknown
  - Utility accommodations. Potential for utilities to be presently located near this area. Further investigation to determine is warranted
  - Where is the septic field for the terminal building located?

This information should be considered for discussion. In addition to the above information provided, the City of Storm Lake and the Storm Lake Municipal Airport Commission should consult with their Airport Manager to assist in providing additional information which could aid in the determination of a preferred site location. Consideration also should be given as to the impacts of the proposed site on your current Airport Manager/FBO and/or future FBO needs.

Enclosures:

Hangar Site Concept Locations 2024 8 28 (Exhibit)