



## **Polk County Aviation Authority Meeting**

**Thursday, March 7, 2024**

**5:00 PM**

**Ankeny Regional Airport - Corporate/Terminal Hangar Building  
3700 SE Convenience Blvd, Ankeny, Iowa**

### **INSTRUCTIONS TO JOIN ELECTRONIC MEETING:**

Please join using this link: <https://zoom.us/j/98294550961?pwd=MzdjTERQR1Y1SVNWOGhxWFd1b2FRUT09>

Or dial: +13126266799 Meeting ID: 982 9455 0961 Passcode: 5678

#### **A. ROLL CALL**

#### **B. APPROVAL OF AGENDA**

1. Approval of the March 7, 2024 Agenda

**Action# B1-1. Consider motion to approve and accept the March 7, 2024 agenda without amendment.**

#### **C. PUBLIC FORUM**

#### **D. FBO REPORTS**

- Fuel Report
- Inspection Report
- Hangar tenant waiting list report
- Tenant concerns and response report

#### **E. FINANCE / BUDGET REPORTS**

#### **F. CONSENT AGENDA ITEMS**

- CA - 1 Consider motion to approve the February 8, 2024, minutes.
- CA - 2 Consider motion to adopt **RESOLUTION** authorizing a farm lease with Dennis Miller.
- CA - 3 Consider motion to approve Environmental Assessment Task Order Two-Payment #10 in the amount of \$5,543.73 to HDR Engineering, Inc. for services that include Professional Consulting for Runway 18/36.
- CA - 4 Consider motion to approve Payment #4 in the amount of \$139,313.03 to Jensen Builders Ltd for services that include North Property Line Box Hangars.
- CA - 5 Consider motion to approve Payment #16 in the amount of \$993.75 to McClure Engineering for General On-Call Engineering Services.
- CA - 6 Consider motion to approve Payment #4 in the amount of \$13,152.50 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 4.
- CA - 7 Consider motion to approve Payment #7 in the amount of \$13,042.68 to McClure Engineering for Site Work & Vertical Infrastructure – Construction Mgmt, Administration & Observation Service for the North Property Line Box Hangars
- CA - 8 Consider motion to approve Payment #3 in the amount of \$84,833.50 to McClure Engineering Company for services that includes Design & Bidding for Runway 18/36.
- CA - 9 Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$366,071.01.
- CA - 10 Consider motion to approve March, 2024 Financial Reports.

- **APPROVAL OF CONSENT AGENDA ITEMS**

- 1. Consent Agenda Items CA-1 through CA-10.

**Action# F1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-10.**

**G. REMOVED CONSENT AGENDA ITEMS**

**H. OLD BUSINESS**

**I. NEW BUSINESS**

- 1. Consider motion to adopt **RESOLUTION** accepting the public improvements associated with the Rotating Beacon Replacement at the Ankeny Regional Airport.
- 2. Consider motion to adopt **RESOLUTION** authorizing the execution of the 2024 Management Agreement with Exec 1 Aviation II, LLC as Fixed Base Operator.
- 3. Consider motion to approve the Ankeny Regional Airport - Box Hangar Lease Form to facilitate the annual leasing of the first two North Property Line Box Hangars.
- 4. Consider motion to approve Change Order No. 1 in the amount of \$425.00 to Wood Roofing &

Sheet Metal for additional work on the T-hangars Gutter Replacement Project.

5. Consider motion to adopt **RESOLUTION** authorizing the execution of Task Order No. 5 for design and bidding services with McClure Engineering Company, Inc. for the Entrance and Interstate Signing Project.
6. Consider motion to adopt **RESOLUTION** authorizing the execution of a Through-the-Fence Airport Access Agreement on the 16-Acre property that is being acquired by Second Van Houweling Property, LLC.
7. Consider motion to approve the Special Event Application for the June 8, 2024 Legacy Car and Plane Show pending submittal of the required certificate of insurance and one-day event fee.
8. Consider motion to adopt **RESOLUTION** setting a public hearing on the Polk County Aviation Authority revised Fiscal Year 2023-2024 Budget and the proposed Fiscal Year 2024-2025 Budget (date of hrg: 4/4/24 @ 5:00 p.m.).

## **J. REPORTS**

### **1. Engineering Report**

- a. Priority for possible Federal District 3 Community Project Funding (CPF) - Extend Runway 18 / Phase 1 South Terminal Tee Hangars.
- b. Project Update: North Property Line Box Hangars - Phase 1
- c. Project Update: Environmental Assessment and Design of the Runway 18/36 Reconstruction Project
- d. Project Update: Taxiway D Apron and Access Roadway Paving (Phase 4).

### **2. Staff Report**

- a. Management Agreement Financial Review and Updating: AMCG Statement of Qualifications.
- b. Airport Special Events Policy

### **3. Legal Counsel Report**

### **4. Board Report**

### **5. Chair Report**

## **K. ADJOURNMENT**

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

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Or dial: +13126266799 Meeting ID: 982 9455 0961 Passcode: 5678

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

- Fuel Report
  - Inspection Report
  - Hangar tenant waiting list report
  - Tenant concerns and response report
- 

EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">FBO Report</a>
<input type="checkbox"/> <a href="#">Waiting List</a>

## FBO REPORT March 7<sup>th</sup>, 2024

### FUEL SALES

01/26 - 02/25	2024 Gallons		2023 Gallons	Last Month
100LL	11,001.0		7,145.3	3,172.0
JET-A	31,887.0		40,780.0	24,775.0
Total Gallons	42,888.0		47,925.3	27,947.0
42,888.0	x \$.09/gallon=	\$ 3,859.92		

Self-Serve 100LL fuel sales: 4,476.9 gallons equaling 40% of total sales.

### T-HANGARS

**ACCOUNTS RECIEVABLE:** Nothing to report.

**LEASES:** All leases have been returned.

**INSURANCE RENEWALS:** Nothing to report.

**WAITING LIST:** There are 73 people on the list (up 1 from last month), 30 of them don't currently have an airplane or live out of state and will be moving back.

**VIOLATIONS:** Nothing to report.

#### **REPAIRS:**

- Hangar B-02 – Replaced the door cables, several were frayed.

**MISC:** Nothing to report.

### AIRFIELD

#### **LIGHTING:**

- Three more of the external LED wall pack lights were replaced.

**MOWING:** Nothing to report.

#### **SNOW REMOVAL:**

- We had one snow event in February, we had to treat the runway with liquid DEICE.

**WILDLIFE:** The Doe and a Coyote have been spotted multiple times; we have been in contact with Ernie about it.

# EXEC1

— AVIATION —

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**MISC:**

- The JETA hand sump pumps on the fuel farm started leaking, we replaced it and the AVGAS pump as a proactive measure.

**SPECIAL:** Nothing to report.

## Waiting List

(Note on Garage restriction: Per Amy Beattie: No hangar = no car storage. If they have a hangar we would not prohibit car storage for use coming and going from airport)

30 people do not have a plane to put in a hangar or now live out of state but may return to Iowa.

Pos	Date Added	Name	Plane	Phone	E-Mail	Notes	Passes
T HANGAR							
1	12/6/2018	Derek Meyer	Looking	515-240-1077	meyer.derek3@gmail.com	11/5/21 Dave K - e-mailed Derek asking if he is still interested and what type of plane he has. 11/12/21 no plane, would like to stay on the list. 05/05/23 Dave K emailed Derek to see if he was still interested in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/08/23 Derek emailed back asking to see the lease to make sure he can comply with it. He did not indicate whether or not he has acquired a plane. 05/09/23 Dave K notified Derek that he is next on the list. Dave & Derek had a phone conversation and I explained that typically there is no subleasing to a friend. He will decide what to do when a hangar becomes available. 05/11/23 Derek emailed back and won't have a plane until next year, he would like to remain on the list.	1
2	7/17/2019	Jeff Davis	Looking	515-444-7673	jeffreypaulhomes@gmail.com	11/5/21 Dave K talked to Jeff, he'd like to stay on the list as he may buy a plane in a year. 05/08/23 Dave K emailed Jeff to see if he was still interested in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/11/23 Jeff called Dave and said he doesn't have a plane yet but would like to remain on the list.	1
3	8/28/2019	Dan Stull	Looking	515-447-2339	dan@Stullcompanies.com	05/08/23 Dave K emailed Dan to see if he was still interested in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/10/23 Dan e-mailed back and said he doesn't have a plane and may not have one by late summer, he would like to stay on the list.	1
4	10/31/2019	Mike Callison	Cessna 172 (N6922X)	515-505-9111	mlcallison8@gmail.com	11/5/21 Dave K - Called Mike, he wants to stay on the list. 08/07/23 Mike said they have a 172 that will go into the hangar once it becomes available. They plane was donated and needs assembled.	1
5	1/14/2020	James (Skip) Clark	Restoring a Long EXZ N989LE	224-420-1400	S2244201400@gmail.com	11/5/21 Dave K - texted asking if he is still interested. 11/5/21 He said to keep him on the list. 06/12/23 Dave K - Skip called while I was gone to see where he was on the list. I called him today and let him know. 06/22/23 Dave K notified Skip that a hangar may be available in the next 30 days. 06/25/23 Dave K e-mailed Skip that the guy ahead of him hasn't made a decision on the hangar so if we offered it to him would he be ready to move right away? 06/26/23 Skip called and updated me on his situation, he is spending time between Iowa and Michigan (parental health issues) plus the plane is not airworthy yet, anticipated that it will be at the end of the year. I told him he'd retain his current spot.	1
6	4/22/2020	Kurt Wendl	Looking	515-883-0566	kurtwendl@gmail.com	05/28/20 Found this request in wrong file. 11/02/21 Dave K texted with Kurt, he will be moving back to DSM in 3 - 4 years asked be moved to bottom of the list. 05/16/23 Dave spoke with Kurt today, he will be back in Iowa in July 2025.	
7	3/21/2016	CAP - Darrel Mullins	Looking / possible CAP plane	515-490-6779	darrelmullins@me.com	05/05/21 Dan - passes 11/05/21 Dave K - emailed asking if he is still interested. Wants to stay on list. 10/26/23 Dave K called Darrel to see if he is interested, I left a voice mail and sent a text. 10/27/23 Dave K spoke with Darrel, he has a glider in Ames so moving that to IKV does not make sense. He is going to check with CAP leadership to see if they would like to move one of their planes here. When Darrel first got onto the list it was for him or CAP.	

8	5/7/2020	Todd Freeland	Looking	515-208-0819	todd@innovative-me.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 emailed back and asked to remain on the list. 10/26/23 Dave K called Todd, he said he needed to pass as he doesn't have a plane to put into the hangar.
9	4/8/2016	Tom Kielty	Cessna 150	515-480-0313	tkielty73@gmail.com	11/5/21 Dave K - texted asking if he is still interested. Tom texted back to keep him on the list. 10/26/23 Dave K called Tom, he is ready to take a hangar as soon as one is available.
10	5/28/2020	Nick Wynen	Bonanza	515-965-9568	nixkiks1@gmail.com	11/5/21 Dave K - Nick wants to remain on the waiting list.
11	6/10/2020	Kayode Fajingbesi	Cessna 182	713-825-8262	Kay.Faji@yahoo.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he would like to stay on the list.
12	6/10/2020	Darby Bauer	Looking	515-306-9465	darby.bauer@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back that he would like to stay on the list. He is going to buy a second plane for cross country travel.
13	8/3/2020	John Paszek	N615BJ	619-876-8164	paszekj@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. Emailed back asking to remain on the list. May be moving to Denver in a year but unsure if that will be long term.
14	9/2/2020	Nate Booth	Looking	515-802-2385	nate@otis8.com	11/5/21 Dave K texted, he would like to remain on the list.
15	10/9/2020	Brooks Woolson	looking	515-559-6875	brooks.woolson@gmail.com	11/6/21 Dave K talked to him, he'd like to stay on the list.
16	11/2/2017	Andy Rowland	Cessna	515-210-2452	andy@arowland.com	10/20/20 Passed on the available hangar - Dan Stull. 11/5/21 Dave K - emailed asking if he is still interested. He wants to remain on the list.
17	11/5/2020	James Stogdill	Looking for Bonanza	515-240-7700	revjames.stog@gmail.com	12/07/21 - Dave K He called checking on his place on the list. He e-mailed back on 11/05/21 but never got added. I added him.
18	11/12/2020	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	11/5/21 Dave K - emailed asking if he is still interested. He wants to remain on the list.
19	11/20/2020	Todd Lenig	Looking	515-664-2451	tlenig@icloud.com	11/5/21 Dave K - emailed asking if he is still interested. Wrote back to keep him on the list.
20	4/5/2021	Jacob Greenfield	Building Sonex B	(319)-573-9783	greenfj17@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He wants to remain on the list.
21	5/1/2021	Mike Hannam	Cessna Cardinal N2829X	515-556-7290	bigyellowjeep@msn.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back that he wants to stay on the list.
22	5/14/2021	Clay Wright	V Tail Bonanza	515-669-8969	claytonwright01@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/22/21 Dave k texted to see if he wanted to remain on the list. He texted back and would like to remain on the list.
23	5/24/2021	Matt Ver Steeg	1946 Ercoupe 415-C	515-333-8787	mattversteeg@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back, he wants to stay on the list. He also has a Titan Tornado II SS.
24	6/8/2021	Paul Peterson	C180	651-336-2041	fr8tdog@juno.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back, he wants to stay on the list.
25	8/12/2021	David Hogan	RV6	949-410-5823	rv709rw@gmail.com	Called in, I told him to email me. Have not received email - Dan 11/22/21 Called Walter Aviation and spoke with Gretchen, she knows David. I asked her to pass my number along and for him to call me or I'll have to remove him from the list. 11/24/21 He replied back to stay on the list.
26	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
27	8/23/2021	Kurt Wegge	LongEZ - N85LD	224-456-6092	123kwegge@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back, he wants to stay on the list.
28	8/31/2021	Sam Marcisak	looking	515-208-7946	Sam@midioelectric.com	11/5/21 Dave K - emailed asking if he is still interested. 11/08/21 emailed back asking to stay on list.
29	8/31/2021	Chad Larson	PA32	515-202-2394	CDLChadmark@hotmail.com	Dave K - Chad sent Dave an e-mail per Jeff Wagsness. Dave e-mailed Chad back letting him know he's been added to the list. 11/5/21 Dave K - emailed asking if he is still interested. He emailed back to stay on the list.
30	9/7/2021	Larry Plathe	looking - Malibu	515-508-1290	plathelarry@mchsi.com	11/5/21 Dave K - emailed asking if he is still interested.
31	10/4/2021	Kolbe Stenoien	Looking C172 or A36	515-201-6542	stenoien2@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back that he wants to remain on the list.
32	8/6/2018	Ben Sweet	Looking	515-231-9062	ben.sweet_84@yahoo.com	11/3/21 Dave K - e-mailed Ben asking if he is still interested and what type of plane he has. He e-mailed right back asking to be moved to the bottom on the list.
33	11/29/2021	Nile Ackerman	RV-6	515-848-8075	nile.ackerman@gmail.com	11/29/21 Dave K - Request received. Previous T Hangar customer, lives in Colorado now. Will be moving back to Iowa.

34	1/11/2022	Tom Drew	Looking	515-490-4555	tdrew@drewlawfirm.com	01/11/22 - Dan Stull e-mailed Dave K asking to add Tom to the list. I sent Tom an e-mail that he has been added and his position on the list.
35	1/26/2022	Solar Flying Club	Looking	515-240-5272	jvimage@msn.com	01/26/22 - Dave K - Jeneanne e-mailed me asking to have Solar added to the list, I sent her their position on the list.
36	1/28/2022	Paul Reinke	RANS S21 - Building	515-201-4762	preinke@energycontroltechnologies.com	01/28/22 - Dave K - Paul e-mailed asking to be put on the list.
37	2/3/2022	Dalton Headlee	Looking	515-975-3314	dalton.headlee@gmail.com	02/03/22 - Dave K - Dalton e-mailed asking to be put on the list.
38	3/3/2022	Ken King	Looking	515-350-6201	kennethscottking@gmail.com	03/03/22 - Dave K - Ken e-mailed asking to be put on the list.
39	3/16/2022	Adam Obrecht	Looking	515-224-7849	aobrecht@aowalthadvisory.com	03/16/22 - Dave K - Adam e-mailed asking to be put on the list.
40	4/21/2022	Austin Lanphier	Looking	641-295-3058	lanphierproduce@gmail.com	04/21/22 - Dave K - Austin e-mailed asking to be put on the list.
41	4/28/2022	Marc Broer	Stinson 108	515-249-8511	skycoupe318@gmail.com	04/28/22 - Dave K - Marc e-mailed asking to be put on the list.
42	5/31/2022	John Kolbo	Bellanca Viking	402-681-0976	johnkolbo18@gmail.com	05/31/22 - Dave K - John e-mailed asking to be put on the list.
43	6/2/2022	Bill Bergren	Cessna 182	515-669-6331	bbergren1728@gmail.com	06/02/22 - Dave K - Bill e-mailed asking to be put on the list.
44	6/17/2022	Jeremy Sikes	Cessna 182	505-934-3244	flyabq@yahoo.com	06/17/22 - Dave K - Jeremy e-mailed asking to be put on the list.
45	6/17/2022	Chris Foster	Cherokee 160	515-505-5612	fosterlimo@aol.com	06/21/22 - Dave K - Chris e-mailed asking to be put on the list.
46	7/10/2022	Harold Petro	Cessna 140	515-402-1558	harleyguydsm@gmail.com	07/10/22 - Dave K - Harold e-mailed asking to be put on the list.
47	7/11/2022	Greg Jensen	Cherokee 235	515-291-3909	gregj@jcorpdesignbuild.com	07/11/22 - Dave K - Greg e-mailed asking to be put on the list.
48	7/19/2022	Raymond Kingery	Looking	515-450-7467	Raymond.Kingery@uss.s.dhs.gov	07/19/22 - Dave K - Raymond e-mailed asking to be put on the list. Won't be in the area until 2023/2024.
49	8/26/2022	Shaune Osborne	Looking	515-473-8903	leigh.osborne@mchsi.com	08/26/22 - Dave K - Shaune e-mailed asking to be put on the list.
50	9/6/2022	Nichole Needs	Cessna 150	515-518-7356	nichole.triplett@gmail.com	09/06/22 - Dave K - Nichole e-mailed asking to be put on the list.
51	9/7/2022	Gravis Alger	Cirrus SR22	515-650-1620	gravis.alger@gmail.com	09/07/22 - Dave K - Gravis e-mailed asking to be put on the list.
52	9/7/2022	David Switzer	Lancair Legacy. N84V	772-332-2016	davefromcoulee@comcast.net	09/07/22 - Dave K - David e-mailed asking to be put on the list.
53	2/14/2023	Dave Seybert	Piper Cherokee	515-313-5585	daves@exec1aviation.com	02/14/23 - Dave K - Dave e-mailed asking to be put on the list.
54	2/14/2023	Aaron Hopkins	Cessna 172	515-732-4133	aahopkins@gmail.com	02/14/23 - Dave K - Aaron e-mailed asking to be put on the list.
55	3/7/2023	Gabe Roth	Citabria	515-201-8569	groth9421@gmail.com	03/07/23 - Gabe e-mailed asking to be put on the list.
56	3/14/2023	Bob Folkestad	Citabria	515-314-2424	bobf@creativewerksinc.com	03/14/23 - Bob e-mailed asking to be put on the list.
57	4/6/2023	Jeff Vosberg	PA28-235 Pathfinder	515-351-0066	vosbergj@hotmail.com	04/06/23 - Jeff e-mailed asking to be put on the list.
58	4/11/2023	Joe Kirby	Cirrus SR22	319-270-9631	jokirby@bellevue.edu	04/11/23 - Joe e-mailed asking to be put on the list.
59	4/24/2023	Mark Barnett	Cirrus SR22	319-310-2783	sharp11blade@gmail.com	04/14/23 - Mark e-mailed asking to be put on the list.
60	10/24/2018	Todd Slezak	Arrow III	319-210-3793	slezcorp@gmail.com	11/3/21 Dave K - email sent asking if he was still interested in a hangar. 11/5/21 Dave K sent a text asking about his interest. He texted back to stay on list. 09/22/22 Dave K e-mailed that he was next up and to verify that he wants to remain on the list. 05/05/23 Dave K emailed Todd letting him know he is next up and to verify he still wants a hangar. 05/08/23 Dave K texted Todd to see if he saw my email, he would like moved to the bottom of the list as he has a partnership in Ames. I asked him to send that back to me as an e-mail. 05/13/23 Todd email and said to move him to the back of the list.
61	6/12/2023	Corbin McClavy	Looking	515-612-5125	cbinmc@gmail.com	06/12/23 - Corbin e-mailed asking to be put on the list.
62	1/10/2020	Andy Maysent	Looking	515-231-1422	amaysent@mecresults.com	11/05/21 Dave K - texted asking if he is still interested. 11/06/21 texted back to remain on list. 06/13/23 Dave K - Andy emailed that he won't be buying a plane for 2 - 3 years and that I could move him to the bottom of the list.



63	12/23/2019	Ben Welch	Lancair, Robinson, C172	217-497-4992	bwelch54@msn.com	11/05/21 Dave K - emailed asking if he is still interested. He emailed back that he wants to stay on the list. 06/13/23 Dave K e-mailed Ben to see if he wanted to take a hangar when one becomes available. 06/22/23 Dave K notified Ben that J-05 is available starting July 1st. Ben e-mailed back asking questions about the hangar. 06/23/23 Dave K sent an e-mail answering the questions. 06/24/23 Dave K sent a follow-up e-mail to see if he has any additional questions. 06/25/23 Ben e-mailed back and will pass this time, they will be in NV for the next three years as his son and wife attend medical school. I told him I'd keep him on the list and move him to the bottom. Dave K found Ben was on the list two other times, those have been removed.
64	7/11/2023	Ryan White	Cessna	515-707-0124	ryanwhite72@gmail.com	07/11/23 Dave K received an e-mail from Ryan to be added to the list.
65	8/10/2023	Ryan Brosz	Building RV-14	641-420-2700	rbrosz@gmail.com	08/10/23 Dave K received an e-mail from Ryan to be added to the list.
66	9/20/2023	Patrick Murphy	Commander 114 N4722W	518-817-6847	22wcarpediem@gmail.com	09/20/23 Dave K received an e-mail from Patrick to be added to the list.
67	6/7/2017	Mike Hubbell	Phoenix motor glider	515-988-3646	mchubbell@gmail.com	11/5/21 Dave K - e-mailed Mike asking if he is still interested and what type of plane he has. 11/7/21 Dave K texted Mike the e-mail that was sent. He emailed back and would like to stay on the list. He has an SR22 and is thinking about adding a smaller plane, a car and a project in this hangar. 05/09/23 Dave K emailed Mike to let him know he was number four on the list and if he still wanted a hangar. Mike emailed back, he sold his SR22, the motor glider will be here in July or August. I let him know if he's not ready to move in when his name comes up we move to the next person on the list. 05/22/23 Dave K e-mailed Mike to let him know a hangar will be available July 1st. 06/26/23 Dave K e-mailed Mike that he is next up on the list and I should have a hangar available at the end of July. I told him if he has a firm delivery date on his plane we may be able to do something. 08/04/23 Dave K - I emailed Mike to see if he has an ETA on his plane as I may have a hangar opening soon. 08/07/23 Mike called (Kappy spoke to him) and said the plane has been shipped and will be here in 30 days, he can produce a BOL if needed. Dave emailed Mike that a BOL would be fine once a hangar come open and that I have one that should open this month. 08/28/23 Dave K emailed Mike to see if his plane was close to arriving and that the hangar he will be offered should open in the next 30 days or so. 09/25/23 Mike called Dave - He was expecting to take delivery in August or September but the delivery has been delayed until November. The plane is on the water or in customs waiting to be released, that was unclear to me. Mike has sent me the BOL so it seems legit, I don't doubt anything he is saying. He wanted to know if that was going to be an issue for him getting a hangar since he won't have the plane to put into it immediately. The plane will spend 4 - 5 months in Arizona (he goes there in the winter time). He is looking to purchase a second plane so eventually something will be here all year round. I've asked Paul Moritz for his thoughts. 10/26/23 Dave K called Mike to let him know I've got a hangar for him, his plane is not here yet, he's now being told November 9th. He now doesn't want to take the hangar because the plane won't be here for half the year, it'll be in Arizona with him and he doesn't feel right about that. He asked to be moved to the bottom of the list.
68	11/15/2023	Rocky Kinney	Cessna 150 N1713Q	515-867-7625	roc.kinney@gmail.com	11/15/23 Dave K received an e-mail from Rocky to be added to the list, I emailed his position back to him.
69	12/5/2023	Evan Reiman	Cirrus N906CT	515-218-0802	evanjreiman@gmail.com	12/5/23 Kappy R received a call from Evan she e-mailed the information to Dave K.
70	12/10/2023	Jesse Tischer	Cessna 205 N205HN	701-306-1920	jessegtischer@gmail.com	12/10/23 Dave K received an e-mail from Jesse to be added to the list, I emailed his position back to him.
71	12/20/2023	Samuel Rankin	Looking	515-321-4199	sam@etchoutdoor.com	12/20/23 Dave K received an e-mail from Sam to be added to the list, I emailed his position back to him.
72	2/8/2024	Kent Lehs	Cessna 182 N6859M	515-669-2969	kentlehs@gmail.com	02/08/24 Dave K received an e-mail from Kent to be added to the list, I emailed his position back to him.
73	2/12/2024	Scott Moritz	Looking	515-344-2083	smoritz@clearairinc.com	02/08/24 Dave K received an e-mail from Scott to be added to the list, I emailed his position back to him.

SOUTH HANGAR						
1	2/17/2020	Jeff Brandt	D8 - C172	515-321-0155	brandtjd67@gmail.com	06/22/23 Dave K e-mailed Jeff to see if he's interested in the B-04 if it becomes available. 06/23/23 Jeff emailed back wanting to know who was going to fix the insulation and leaking roof. I told him I brought the issue to the airport manager and it's now out of my hands. I asked him to let me know if he wants it or not, if he doesn't I'll move to the next person on the list. 06/23/23 Jeff has decided he'll take the hangar when it becomes available. 08/28/23 Brant spoke to Dave, he's not quite ready to move to a South facing hangar, after speaking with Dan Stull we saw no reason we couldn't swap Jeff and Scott Wallace who is currently number 2). 11/10/23 Dave K: I sent Jeff an e-mail telling him there may be a South facing hangar opening January 1st. 11/15/23 Dave K: I sent Jeff another e-mail stating if I don't hear back I will move to the next person.
2	11/11/2020	Ken Ashley	E8 - RV7	515-782-2803	malibuf16@gmail.com	06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when on becomes available. 06/22/23 Ken emailed back and said he's ready to move when one becomes available. 11/15/23 Dave K: I sent Ken an email that he is number 2 on the list and would he take it if it becomes available.
3	1/27/2022	Scott Biller	E6 - Dakota	515-240-0858	Scott.Biller1@gmail.com	06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when on becomes available. 06/22/23 Scott emailed back that he's still interested. 11/15/23 Dave K sent an email asking if he wants to stay on the South facing list along with his position. He responded that he would like to remain on the list.
4	2/15/2016	Paul Reinke	E4 - Mooney 201	515-201-4762	preinke@energycontroltechnologies.com	Paul is building a plane that will eventually go in the hangar. 06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when on becomes available. 11/15/23 Dave K sent an email asking if he wants to stay on the South facing list along with his position.
5	12/27/2016	Dave Kalwishky	E10 - C182	515-314-7060	dave@kalwishky.com	12/15 Dianna: Declined A-2 and asked to stay on the list, but move to the bottom. 06/28/23 Dave K: passed, asked to stay on list. 06/22/23 Dave K asked himself if he wanted to stay on the South facing list and he said yes. 11/15/23 Dave K asked himself if he wanted to stay on the South facing list and he said yes.
6	1/30/2017	Tony Palmer	A9 - C182	515-681-0446	onfinalflying@icloud.com	Dave K: contacted Tony to see if he's interested, he will get back to me tomorrow. Tony declined the hangar and asked to stay on the list. 06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when on becomes available. 11/15/23 Dave K sent an email asking if he wants to stay on the South facing list along with his position.
7	7/11/2023	Ryan White	A10 - RV6	515-707-0124	ryanwhite72@gmail.com	07/11/23 Dave K received an e-mail from Ryan to be added to the list. 11/15/23 Dave K sent an email asking if he wants to stay on the South facing list along with his position. He respond that he would like to stay on the list.

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GARAGE SPACE						
1	10/24/2018	Todd Slezak		319-210-3793	toddslezak@aol.com	11/10/23 Dave K: I sent Todd an e-mail letting him know he is next in line and I will have a garage opening up before the end of December. 11/15/23 Dave K: I sent Todd another e-mail stating if I don't hear back from him I will move to the next person on the list. 12/07/23 Dave K: I have not heard back from Todd so I offered the garage space to Bob.

1

2	8/12/2019	Bob Folkestad		515-645-5902	bobf@creativewerksinc.com	11/15/23 Dave K: I sent Bob an e-mail letting him know he is number two on the list. I have a garage opening up before the end of December and if the guy ahead of him passes he can have it if he's still interested. Bob emailed right back that he want's to stay on the list. 12/07/23 Dave K: I let Bob know that the guiy in front of him (Todd Slezak) has not responded to my inquiry about him getting the next garage space so he's up next and it should be by the end of the month.
3	8/18/2019	Dan Stull		515-447-2339	dan@stullcompanies.com	11/15/23 Dave K: I sent Dan an e-mail letting him know he is number two on the list. I have a garage opening up before the end of December and if the guy ahead of him passes he can have it if he's still interested. Dan got back to me saying he'd like to stay on the list.
4	10/28/2020	Marc Broer			skycoupe318@gmail.com	Only wants B-SE
5	10/28/2020	Ken Anderson				Will Pass on all others. Only wants G-NW - For door size
6	11/17/2020	Nic Rupiper		515-564-9715	nicholasrupiper@yahoo.com	11/15/23 Dave K: I sent Nic an e-mail with his current poistion and asking if he'd like to remain on the list. Nic got back to me saying he'd like to stay on the list.
7	4/6/2020	Jacob Greenfield	Building A/C	319-573-9783	greenfj17@gmail.com	12/07/23 Dave K: I sent Jacob an e-mail with his current poistion and asking if he'd like to remain on the list. 12/29/23 Dave K: Jacob emailed back that he would like to remain on the list.
8	7/7/2020	Todd Freeland		515-208-0819	todd@innovative-me.com	11/15/23 Dave K: I sent Todd an e-mail with his current poistion and asking if he'd like to remain on the list. He responded that he would like to reamin on the list.
9	2/3/2022	Dalton Headlee		515-975-3314	dalton.headlee@gmail.com	11/15/23 Dave K: I sent Dalton an e-mail with his current poistion and asking if he'd like to remain on the list. He responded back that he'd like to remain on the list. I sent a follow up email that says you must have a hangar or plane on the field to have a garage space and that I would keep him on the list as it moves very slowly, garages seldom become available. There has only been one in the three years I've been here. He responed back that he has a PA-12 project that would go in the garage until his name comes up on the hangar. I told him that will work.

## COMMUNITY HANGAR

1	9/8/2021	Darrel Mullins	Looking / CAP	515-490-6779	darrelmullins@me.com	Dave K added him to the list from a phone call. 02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list. 11/28/22 Darrel emailed back and would like to stay on the list.
2	11/8/2021	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list.
3	2/7/2022	Craig Davidson	Piper Super Cub	515-393-7203	craigme13@yahoo.com	02/07/22 - Request received. 02/13/22 Sent email with his position on the list and if he wants to stay on it. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list. 12/4/22 Craig emailed back and would like to stay on the list.
4	4/11/2023	Joe Kirby	Cirrus SR22	319-270-9631	josfkirby@gmail.com	04/01/23 - Joe called in, he is interested in space in a few months.
5	7/26/2023	Mike Hannam	Cessna Cardinal N2829X	515-556-7290	bigyellowjeep@msn.com	07/23/23 Mike emailed Dave K asking to be put onto the community hangar list.

## BOX HANGAR - The numbers do not represent any kind of order. They exist so we know how many pilots are interested.

1	6/26/2022	JR Boesen	Cirrus		jrboesen@exec1aviation.com	JR mentioned he might be interested in one of these.
2	6/26/2022	Ken Ashley	E8 - RV7	515-782-2803	malibuf16@gmail.com	Looking for a second plane, said he'd be interested in one of these hangars.
3	6/26/2022	Marty Jorgensen	F8 - Kit Fox			I mentioned to Kirk Enos about the new hangars, let them know when the time comes.
4	7/9/2022	Paul Novak	Archer	515-240-3982	phnovak@aol.com	07/07/22 Dave K: Paul texted Dave asking to be put on the list.
5	2/17/2023	Mike Hubbell	SR 22 / Motor glider	515-988-3646	mchubbell@gmail.com	02/17/23 Dave K: Mike called in asking about his position on the T hangar list, we talked about these hangars and he asked to be put on the list.

6	11/2/2023	Nathan Andrews	Cessna Caravan	515-208-2997	andrews@dps.state.ia.us	11/2/23 Dave K: Nathan called looking for hangar space for a Cessna Caravan they have ordered, it should be here in about a year. 02/09/24: The plane has a 52.1' wingspan, the door is 48'.
7	11/9/2023	Bill Gardner				11/09/23 Dave K: After the board meeting Bill asked to be out into this list.
8	1/24/2024	Chad Larson	Saratoga	515-202-2394	CDLChadmark@hotmail.com	01/24/24 Dave K: Chad called and asked to be put on the list.
9	1/29/2024	Ryan White	RV-14	515-707-0124	ryanwhite72@gmail.com	01/29/24 Dave K: Ryan emailed Dave K asking to be put on the box hangar list.
10	12/20/2023	Kent Lehs	Cessna 182 N6859M	515-669-2969	kentlehs@gmail.com	02/08/24 Dave K received an e-mail from Kent to be added to the list, I emailed his position back to him.

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:  
City Clerk

COUNCIL GOAL:  
Exercise Financial Discipline

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

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SUBJECT:  
Consider motion to approve the February 8, 2024, minutes.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

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 <a href="#">Minutes</a>

MINUTES OF THE POLK COUNTY AVIATION AUTHORITY (PCAA)  
Thursday, February 8 - 5:00 PM  
Ankeny Regional Airport, 3700 SE Convenience Blvd., Ankeny, Iowa

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Acting Chairman Todd Ashby joined the meeting electronically and called the meeting to order at 5:00 PM. Board Members Dr. Paul Novak and Bill Gardner were in attendance. Chairman Jeff Wangsness and Board Member Greg Johnson were absent. Dave Kalwishky (Exec 1) was in attendance. Jay Pudenz (McClure) was in attendance. Airport Board Manager Paul Moritz, City Attorney Amy Beattie, Administrative Services Director Jennifer Sease, and Recording Secretary Diane Klemme were also present.

### **Approval of Agenda**

Board Member Gardner moved, second by Novak, to approve the agenda without amendment. Ayes: 3.

### **Public Hearing – 2024-01**

A. Acting Chairperson Ashby announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contracts and opinion of probable costs for the construction of certain public improvements described as the Taxiway D Apron & Access Roadway Paving – Phase 4 project. Notice of this hearing was published in the Des Moines Register on January 19, 2024. Airport Board Manager Paul Moritz reported there were eleven bidders. The lowest bidder was Concrete Technologies, Inc. of Grimes, Iowa, with a total of \$567,490.85. The engineer's estimate of cost was \$851,000.00.

Acting Chairman Ashby then asked for any public comment regarding the proposed project, and there were none. Board Member Novak moved to close Public Hearing 2024-01, Gardner seconded. Ayes: Novak, Gardner, Ashby.

B. Board Member Novak moved, second by Gardner, to receive and file Report of Bids received on January 30, 2024 for the Taxiway D Apron & Access Roadway Paving – Phase 4 project. Ayes: Novak, Gardner, Ashby.

**RESOLUTION 2024-05** awarding the construction contract to Concrete Technologies, Inc. of Grimes, Iowa, with a total of \$567,490.85 for the construction contract for the Taxiway D Apron & Access Roadway – Phase 4 project. Board Member Novak moved, second by Gardner Ayes: Novak, Gardner, Ashby.

**RESOLUTION 2024-06** authorizing the Board Chairperson to sign the construction contract for the Taxiway D Apron & Access Roadway – Phase 4 project at the Ankeny Regional Airport. Board Member Novak moved, second by Gardner Ayes: Novak, Gardner, Ashby.

### **FBO Report**

Dave Kalwishky reviewed his FBO Report with the Board.

### **Finance / Budget Report**

Gardner reported on the 2/8/24 listing of bills.

## Consent Agenda Items

1. Approval of January 4, 2024, minutes.
2. **RESOLUTION 2024-07** approving the lease agreements with the individuals and/or organizations detailed on the attached list.
3. Payment #2 to 818, LLC for signage design services in the amount of \$2,125.00.
4. Task Order Two-Payment #9 to HDR Engineering, Inc. for services that include Professional Consulting for Runway 18/36 in the amount of \$11,087.45.
5. Payment #3 to Jensen Builders Ltd for services that include North Property Line Box Hangars in the amount of \$194,923.04.
6. Payment #15 to McClure Engineering Company for services that include General On-Call Engineering in the amount of \$3,530.00.
7. Payment #2 to McClure Engineering Company for services that includes Design & Bidding to Reconstruct Runway 18/36 in the amount of \$105,999.00.
8. Payment #3 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 4 in the amount of \$7,777.00.
9. Payment #6 to McClure Engineering Company for Site Work & Vertical Infrastructure for the North Property Line Box Hangars in the amount of \$21,874.06.
10. Approval of Bills and Transfer of Necessary Funds, \$430,661.32.
11. Approval of February 2024 Financial Reports.

## Approval of Consent Agenda Items

Board Member Gardner moved, second by Novak, to approve Consent Agenda Items CA-1 through CA-11. Ayes: Gardner, Novak, Ashby.

## New Business

1. **RESOLUTION 2024-08** authorizing the execution of McClure Engineering Task Order No. 5 for construction management, administration and observation services for the Taxiway D Apron and Access Roadway – Phase 4 project. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby.
2. **RESOLUTION 2024-09** fixing a date for a Public Hearing to address proposed improvements and receive public comments on the Runway 18/36 Reconstruction/Extension Project and the South Corporate Terminal Area Development at the Ankeny Regional Airport. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby.

## Reports

- A. Engineering Report – Moritz, Pudenz
  - a. Project Update – Airport Signing and Entry Project
  - b. Project Update – North Property Line Box Hangars – Phase 1 Construction
  - c. Project Update – T-Hangars Gutter Replacement Project - Schedule
- B. Staff Report – Moritz
  - a. Project Update – Rotating Beacon Replacement
  - b. Status – Revisions to the Exec 1 Management Agreement
- C. Legal Counsel Report
- D. Board Report
- E. Chair Report



**Adjournment**

The meeting was adjourned at 5:42 p.m.

Attest: \_\_\_\_\_  
Diane Klemme, Recording Secretary

Signed: \_\_\_\_\_  
Todd Ashby, Acting Chairperson

Published in the Des Moines Register on the 16<sup>th</sup> day of February, 2024.



ANKENY CITY COUNCIL  
POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

 Print

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?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Exercise Financial Discipline

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ACTION REQUESTED:  
Resolution

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LEGAL:  
Item Reviewed by Legal Counsel

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SUBJECT:  
Consider motion to adopt **RESOLUTION** authorizing a farm lease with Dennis Miller.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??**No**

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Lease</a>

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
FARM LEASE WITH DENNIS MILLER**

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which Dennis Miller desires to lease for purposes of farming the land; and

WHEREAS, the Polk County Aviation Authority believes it to be in the best interest of the Authority for the land to be farmed; and

WHEREAS, the Polk County Aviation Authority, having reviewed the attached Farm Lease believes it to be in the best interest of the Aviation Authority to enter into said Lease.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves the attached Farm Lease with Dennis Miller.

BE IT FURTHER RESOLVED that the Chairman of the Polk County Aviation Authority is hereby authorized to execute said Lease.

Dated the 7<sup>th</sup> day of March, 2024.

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Jeff Wangsness, Chairperson

ATTEST:

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Diane Klemme, Recording Secretary



## FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Polk County Aviation Authority ("Landlord"), whose address for the purpose of this Lease is 410 West 1st Street, Ankeny, IA 50021 and Dennis Miller ("Tenant"), whose address for the purpose of this Lease is 2010 NW Pleasant Street, Ankeny, Iowa 50023.

### THE PARTIES AGREE AS FOLLOWS:

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

To be determined and mutually agreed upon between the Landlord and Tenant for approximately 1.18 acres East of Four Mile Drive

and containing 1.18 total acres, more or less, with possession by Tenant for a term of 1 year(s) 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 \$275.00 per acre payable, unless otherwise agreed, as follows: first one-half on 1<sup>st</sup> of July, 2024, second one-half on 1<sup>st</sup> of December, 2024. All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.

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

also sign any additional forms required to validate the security interest in government program payments.

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

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

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. 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 by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Fertilizer	0%	100.00%
(2) Lime and Trace Minerals	0%	100.00%
(3) Herbicide	0%	100.00%
(4) Insecticides	0%	100.00%
(5) Seeds	0%	100.00%
(6) Seed Cleaning	0%	100.00%
(7) Harvesting and/or Shelling Expense	0%	100.00%
(8) Grain Drying	0%	100.00%

(9) Grain Storage	0%	100.00%
(10) Other Expenses	0%	100.00%

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, 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.

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.

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 program

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 \_\_\_\_\_ 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.

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 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.

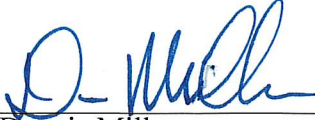
**In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.**

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 \$0.00 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 buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the

- erection that the Tenant may remove the improvement at the end of the lease.
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 grain shall be the customary and usual 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 attorneys' fees.
  21. **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.
  22. **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.
  23. **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 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. **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.

DATED: 2-15-2024

TENANT:



\_\_\_\_\_  
Dennis Miller

LANDLORD:

Polk County Aviation Authority

\_\_\_\_\_  
Jeff Wangsness, Chairman

ATTEST:

\_\_\_\_\_  
Todd Ashby, Secretary

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:  
Finance

COUNCIL GOAL:  
Exercise Financial Discipline

??

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

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SUBJECT:  
Consider motion to approve Environmental Assessment Task Order Two-Payment #10 in the amount of \$5,543.73 to HDR Engineering, Inc. for services that include Professional Consulting for Runway 18/36.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<a href="#">HDR Engineering - Invoice 10 for Professional Consulting Services Task Order 2</a>

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**



**Project Title:** PCAA - Professional Consulting Services (EA) Task Order 2  
**Contractor:** HDR Engineering Inc.  
**Address:** 300 East Locust Street, Suite 210, Des Moines, IA 50309  
**Finance Budget Code:** \_\_\_\_\_ **Finance Project Code:** N/A  
**Vendor Project or Invoice #:** 1200593677 **PO #** N/A  
**Original Contract Date:** February 9, 2023 **Vendor #** N/A

**Date of Board Meeting** 3/7/2024 **PAYMENT REQUEST #** Ten (10)  
**PAYMENT PERIOD:** From: 12/31/23 through: 01/27/24

**Contract Summary**

Original Contract Amount:	\$ <u>221,304.00</u>
Net change by Change Orders:	\$ <u>26,776.00</u>
Contract Amount to Date: (line 1 ± 2)	\$ <u>248,080.00</u>
Total completed and stored to date:	\$ <u>158,881.73</u>
Retainage: <u>0</u> % of Completed Work:	\$ <u>-</u>
Total Earned less Retainage:	\$ <u>158,881.73</u>
Less previous applications for payment:	\$ <u>153,338.00</u>
<b>SUBTOTAL</b>	\$ <u>5,543.73</u>

OTHER CHARGES (Please attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 5,543.73

Balance to finish, including retainage: \$ 89,198.27

Contract Time Remaining (If applicable) N/A ##

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Engineer/Consultant Approval:** HDR Engineering Inc.  
Firm Name  
Gerald Searle Feb. 7, 2024  
Signature Date

**PCAA Approval:**  
 \_\_\_\_\_  
Signature Date

**City of Ankeny Staff Approval:**  
 \_\_\_\_\_  
Signature Date

**Work completed:**

Draft EA -FAA Review, Draft Public Hearing Notice FAA Coordination

**Submit to:** Paul Moritz; cc: Jennifer Sease, Terri Havens

**Email:** pmoritz@ankenyiowa.gov; jsease@ankenyiowa.gov; **Phone:** 515-965-6428 **Fax:** 515-965-6416  
thavens@ankenyiowa.gov



# Invoice

HDR Engineering, Inc.  
 Omaha, NE 68114-4098  
 Phone: (402) 399-1000

### Reference Invoice Number with Payment

HDR Invoice No. 1200593677  
 Invoice Date 6-Feb-2024  
 Invoice Amount Due \$5,543.72  
 Payment Terms Net 30

Polk County Aviation Authority  
 410 West 1st St  
 Ankeny, IA 50023

Remit to PO Box 74008202  
 Chicago, IL 60674-8202  
 Wire transfer to Bank of America ML US  
 ABA #081000032  
 Account# 355004076604

Environmental Assessment (EA) for the Ankeny Regional Airport

Professional Services  
 From: 31-Dec-2023 To: 27-Jan-2023

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Environmental Assessment	\$201,590.00	62.75%	\$126,497.73	\$120,954.00	\$5,543.72
Conduct Public Hearing	\$14,106.00	0.00%	\$0.00	\$0.00	\$0.00
Cultural Resources Survey	\$5,608.00	100.00%	\$5,608.00	\$5,608.00	\$0.00
Additional Cultural Resources Survey	\$26,776.00	100.00%	\$26,776.00	\$26,776.00	\$0.00
	<b>\$248,080.00</b>	<b>64.04%</b>	<b>\$158,881.73</b>	<b>\$153,338.00</b>	<b>\$5,543.72</b>

HDR Internal Reference Only	
Client Number	44511
Business Unit	10134
Project Number	10365698

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
Finance

COUNCIL GOAL:  
Exercise Financial Discipline

??

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

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SUBJECT:  
Consider motion to approve Payment #4 in the amount of \$139,313.03 to Jensen Builders Ltd for services that include North Property Line Box Hangars.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
<a href="#">Jensen Builders - Invoice 4 - North Property Line Box Hangars</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Ankeny Airport - North Property Line Box Hangars  
**Contractor:** Jensen Builders, Ltd.  
**Address:** 1175 South 32<sup>nd</sup> Street, Fort Dodge, IA 50501  
**Finance Budget Code:** 644 **Finance Project Code:** N/A  
**Vendor Project or Invoice #:** 2022001042-001 **PO #** N/A  
**Original Contract Date:** August 10, 2023 **Vendor #** N/A

**Date of Board Meeting** 7-Mar-24 **PAYMENT REQUEST #** 4  
**PAYMENT PERIOD:** From: 01/20/24 through: 02/19/24

**Contract Summary**

Original Contract Amount:	\$	<u>1,229,924.90</u>	
Net change by Change Orders:	\$	<u>22,482.30</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>1,252,407.20</u>	
Total completed and stored to date:	\$	<u>956,064.10</u>	
Retainage: <u>5</u> % of Completed Work:	\$	<u>47,803.21</u>	
Total Earned less Retainage:	\$	<u>908,260.89</u>	
Less previous applications for payment:	\$	<u>768,947.86</u>	
<b>SUBTOTAL</b>	<b>\$</b>	<b><u>139,313.03</u></b>	

OTHER CHARGES (Please attach an itemized list) \$ -

**CURRENT PAYMENT DUE** **\$ 139,313.03**

Balance to finish, including retainage: \$ 344,146.31

Contract Time Remaining (If applicable)	<u>5</u>	of 75 Calendar Days (Phase 3)
Contract Time Remaining (If applicable)	<u>37</u>	of 75 Calendar Days (Phase 4)
Contract Time Remaining (If applicable)	<u>30</u>	of 30 Calendar Days (Phase 5)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Engineer/Consultant Approval:** McClure 2/26/2024  
Firm Name Signature  
Date

**PCAA Approval:** \_\_\_\_\_  
Signature Date

**City of Ankeny Staff Approval:** \_\_\_\_\_  
Signature Date

Work Completed: See attached Payment Invoice

**Submit to:** Paul Moritz **Phone:** 515-965-6420 **Fax:** 515-965-6416  
**Email:** pmoritz@ankenyiowa.gov



# McClure Engineering Co.

## Detailed Payment

Ankeny Airport - North Property Line Hangars

**Description** Ankeny Regional Airport - North Property Line Box Hangars  
 IOWA DOT PROJECT NO. 9I230IKV100 (AIP) and IOWA DOT PROJECT NO. 9I230IKV300 (GAVI)  
 MEC #: 2022001042-001  
 Directory: P:\2022001042-001\08-Construction

**Payment Number** 4

**Pay Period** 01/20/2024 to 02/19/2024

**Prime Contractor** JENSEN BUILDERS, LTD.  
 1175 S 32ND STREET  
 FORT DODGE, IA 50501-0000

**Payment Status** Pending

**Awarded Project Amount** \$1,229,924.90

**Authorized Amount** \$1,252,407.20

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
<b>Section: 1 - Description</b>										
0001	C-102-1	LS	\$6,680.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$6,680.00
STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION AND MANAGEMENT										
0002	C-102-2	LF	\$12.370	60.000	0.000	60.000	60.000	60.000	\$0.00	\$742.20
INSTALLATION AND REMOVAL OF SILT FENCE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0003	C-102-3	LF	\$12.370	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALLATION AND REMOVAL OF FILTER SOCK										
0004	C-102-4	SY	\$3.100	720.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP), TYPE 2C										
0005	C-102-5	SF	\$24.750	88.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FLEXAMAT STANDARD TIED CONCRETE BLOCK MAT, 5.5' WIDE										
0006	C-105-1	LS	\$20,900.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$20,900.00
MOBILIZATION										
0007	C-105-2	LS	\$2,130.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,130.00
TRAFFIC CONTROL										
0008	C-105-3	LS	\$4,765.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$2,382.50
QUALITY CONTROL AND QUALITY ASSURANCE MATERIAL TESTING										
0009	C-105-4	LS	\$620.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$310.00
LOCATION AND PROTECTION OF EXISTING AND NEW CABLES AND EQUIPMENT										
0010	P-101-1	EA	\$2,365.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,365.00
REMOVAL OF HYDRANT AND VALVE										
0011	P-101-2	LF	\$19.800	150.000	0.000	150.000	150.000	150.000	\$0.00	\$2,970.00
REMOVAL OF 8" PVC WATER MAIN										
0012	P-101-3	LS	\$1,815.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,815.00
REMOVAL OF AREA INTAKE AND 12" STORM SEWER PIPE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0013	P-151-1	AC	\$68,000.000	0.200	0.000	0.200	0.200	0.200	\$0.00	\$13,600.00
CLEARING AND GRUBBING										
0014	P-152-1	CY	\$17.320	270.000	0.000	270.000	270.000	270.000	\$0.00	\$4,676.40
UNCLASSIFIED EXCAVATION										
0015	P-152-2	CY	\$17.320	1,660.000	0.000	1,660.000	1,660.000	1,660.000	\$0.00	\$28,751.20
EMBANKMENT IN PLACE										
0016	P-152-3	SY	\$17.950	310.000	0.000	310.000	310.000	310.000	\$0.00	\$5,564.50
12" SUBGRADE PREPARATION										
0017	IDOT 2115-1	SY	\$38.350	290.000	0.000	228.000	228.000	228.000	\$0.00	\$8,743.80
6" MODIFIED SUBBASE										
0018	P-505-1	SY	\$80.150	220.000	0.000	228.000	228.000	228.000	\$0.00	\$18,274.20
7" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT										
0019	P-505-2	SY	\$81.400	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT										
0020	P-505-3	SY	\$60.250	250.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FLUME, PCC, 4 IN.										
0021	P-505-4	LS	\$865.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ELECTRICAL TRANSFORMER PAD, 8" REINFORCED PCC										
0022	P-505-5	EA	\$230.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PCC CURB STOP BOX PAD, 16"x16"										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0023	D-701-1	LF	\$102.000	30.000	0.000	30.000	30.000	30.000	\$0.00	\$3,060.00
8" PVC STORM SEWER, SDR-26										
0024	D-701-2	EA	\$5,735.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DOWNSPOUT CONNECTION TO EXISTING OR PROPOSED 8" STORM SEWER										
0025	T-901-1	AC	\$3,710.000	0.800	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SEEDING AND FERTILIZING										
0026	T-905-1	CY	\$18.550	720.000	0.000	360.000	360.000	360.000	\$0.00	\$6,678.00
TOPSOILING (STRIPPING, STOCKPILING, RE-SPREADING)										
0027	T-908-1	AC	\$3,710.000	0.800	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MULCHING										
0028	IDOT 4010-1	LF	\$80.750	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" SANITARY SEWER SERVICE, SCHEDULE 80										
0029	IDOT 4010-2	LF	\$77.550	620.000	0.000	620.000	620.000	620.000	\$0.00	\$48,081.00
8" TRUSS PIPE SANITARY SEWER										
0030	IDOT 4010-3	EA	\$1,890.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,890.00
CONNECTION TO EXISTING SANITARY SEWER MANHOLE										
0031	IDOT 4010-4	EA	\$4,150.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$8,300.00
SW-301 SANITARY SEWER MANHOLE, 48 IN.										
0032	IDOT 5010-1	LF	\$72.000	340.000	0.000	340.000	340.000	340.000	\$0.00	\$24,480.00
8" PVC WATER MAIN, DR 18, TRENCHED										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0033	IDOT 5010-2	LF	\$345.000	20.000	0.000	20.000	20.000	20.000	\$0.00	\$6,900.00
8" PVC WATER MAIN, DR 18, TRENCHED, WITH 16" PVC CASING										
0034	IDOT 5010-3	EA	\$10,120.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$20,240.00
WM-201 - FIRE HYDRANT ASSEMBLY, 6" DIA.										
0035	IDOT 5010-4	EA	\$8,480.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$8,480.00
CONNECTION TO EXISTING WATER MAIN, WITH TAPPING SLEEVE AND VALVE										
0036	IDOT 5010-5	EA	\$1,800.000	7.000	0.000	7.000	7.000	7.000	\$0.00	\$12,600.00
8" DUCTILE IRON FITTINGS (BENDS, TEES, REDUCERS)										
0037	IDOT 5010-6	LS	\$3,565.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,565.00
1" WATER SERVICE LINE EXTENSION W/ 1" CURB STOP AND BOX										
0038	IDOT 6010-1	EA	\$9,955.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$9,955.00
CONSTRUCT NEW SW-511 INTAKE										
0039	SP-01	LS	\$28,875.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FIBER OPTIC LINE EXTENSION, CONDUIT ONLY WITH PULL BOXES										
0040	SP-02	LS	\$24,000.000	1.000	0.000	0.040	0.040	0.040	\$0.00	\$960.00
GAS UTILITY SERVICE EXTENSION										
0041	15714-1	LS	\$17,220.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ELECTRIC SERVICE EXTENSION										
0042	13122-1	LS	\$860,500.000	1.000	0.150	0.650	0.800	0.800	\$129,075.00	\$688,400.00
CONVENTIONAL BOX HANGAR, PRE-ENGINEERED METAL BUILDING, FLOOR SLAB, AND FOUNDATION (100'X42' INCLUDING RESTROOM FACILITIES (20'X10') AND STORAGE ROOM (22'X10'), COMPLETE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0043	SP-03	LS	\$0.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DEDUCT FOR DELETING ONE (1) RESTROOM (10'X10?), ASSOCIATED STRUCTURE, FLOOR SLAB, ACCESSORIES, AND ADJACENT SIDEWALK. FURNISH AND INSTALL EXTERIOR SHEATHING (26 GA.) AND R-19 WALL INSULATION										
0044	SP-04	LS	\$0.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DEDUCT FOR DELETING STORAGE ROOM, ASSOCIATED STRUCTURE, FLOOR SLAB, ACCESSORIES, AND ADJACENT SIDEWALK. FURNISH AND INSTALL EXTERIOR SHEATHING (26 GA.) AND R-19 WALL INSULATION										
0050	BA-1	LS	-\$25,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	-\$25,000.00
DEDUCT FOR DELETING ONE (1) RESTROOM (10'X10?), ASSOCIATED STRUCTURE, FLOOR SLAB, ACCESSORIES, AND ADJACENT SIDEWALK. FURNISH AND INSTALL EXTERIOR SHEATHING (26 GA.)										
0060	2599-9999010	LS	\$15,490.300	1.000	1.000	0.000	1.000	1.000	\$15,490.30	\$15,490.30
('LUMP SUM' ITEM): Lower Private Water Main (SPAL)										
CO-1-1	2599-9999010	LS	\$2,080.000	1.000	1.000	0.000	1.000	1.000	\$2,080.00	\$2,080.00
('LUMP SUM' ITEM): Maintenance Bond										
CO-1-2	2599-9999010	LS	\$4,912.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('LUMP SUM' ITEM): (2) Overhead Doors										
<b>Section Totals:</b>									\$146,645.30	\$956,064.10
<b>Total Payments:</b>									\$146,645.30	\$956,064.10



# Time Charges

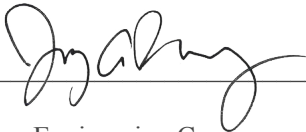
Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Building Erection (Phase 4): Erect Hangar and Complete Utility Hook Ups. Liquidated Damages: \$750/Day	75.0 Days	75.0 Days	31.0 Days	\$0.00	38.0 Days	37.0 Days	\$0.00
Punch List (Phase 5): Address All Punch List Items from Final Inspection, unless time extensions are authorized in writhing by both the Owner and the Engineer. Liquidated Damages: \$250/Day	30.0 Days	30.0 Days	0.0 Days	\$0.00	0.0 Days	30.0 Days	\$0.00
Site Work (Phase 3): Demolition, Site Work, Building Footing and Slab Work, Utility Installation, and Paving. Liquidated Damages: \$500/Day	75.0 Days	80.0 Days	0.0 Days	\$0.00	75.0 Days	5.0 Days	\$0.00
<b>Total Damages:</b>							<b>\$0.00</b>

# Summary

<b>Current Approved Work:</b>	\$146,645.30
<b>Current Stockpile Advancement:</b>	\$0.00
<b>Current Stockpile Recovery:</b>	\$0.00
<b>Current Retainage:</b>	\$7,332.27
<b>Current Retainage Released:</b>	\$0.00
<b>Current Liquidated Damages:</b>	\$0.00
<b>Current Adjustment:</b>	\$0.00
<b>Current Payment:</b>	\$139,313.03
<b>Previous Payment:</b>	\$194,923.04

<b>Approved Work To Date:</b>	\$956,064.10
<b>Stockpile Advancement To Date:</b>	\$0.00
<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Retainage To Date:</b>	\$47,803.21
<b>Retainage Released To Date:</b>	\$0.00
<b>Liquidated Damages To Date:</b>	\$0.00
<b>Adjustments To Date:</b>	\$0.00
<b>Payments To Date:</b>	\$908,260.89
<b>Previous Payments To Date:</b>	\$768,947.86

The undersigned Contractor certifies that the work covered by this Partial Payment Estimate has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for work for which previous Partial Payment Estimates were issued and payments received from the Owner, and that current payment shown herein is now due.



McClure Engineering Company

2/27/2024

Date

*Charlie Dunn*

Jensen Builders, Ltd.

2/27/2024

Date

Ankeny Regional Airport

Date

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
Finance

COUNCIL GOAL:  
Exercise Financial Discipline

??

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

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SUBJECT:  
Consider motion to approve Payment #16 in the amount of \$993.75 to McClure Engineering for General On-Call Engineering Services.

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
 <a href="#">McClure Engineering Invoice #16 General On-Call Services</a>





1360 NW 121st Street  
Clive, IA 50325

Paul Moritz  
Polk County Aviation Authority  
410 West First St  
Ankeny, IA 50023

January 27, 2024  
Project No: 2022001042-000  
Invoice No: 16  
Due Date: February 26, 2024

Project 2022001042-000 Ankeny Regional Airport - General On-Call Services

**Professional Services from December 31, 2023 to January 27, 2024**

Phase 163 General On-Call Services

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Manager III	3.00	230.00	690.00	
Project Coordinator	2.25	135.00	303.75	
Totals	5.25		993.75	
<b>Total Labor</b>				<b>993.75</b>
		<b>Total this Phase</b>		<b>\$993.75</b>
		<b>Total Due this Invoice</b>		<b>\$993.75</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
15	12/31/2023	3,530.00
<b>Total</b>		<b>3,530.00</b>

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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?? ORIGINATING DEPARTMENT:  
Finance

COUNCIL GOAL:  
Exercise Financial Discipline

??

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to approve Payment #4 in the amount of \$13,152.50 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 4.

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<a href="#">☐ McClure Engineering Invoice #4 Taxiway D Apron &amp; Access Roadway Paving - Phase 4</a>



**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**



Ankeny Airport - Taxiway D Apron and Access Roadway Paving - Phase 4 -

**Project Title:** Design and Bidding  
**Contractor:** McClure Engineering Company  
**Address:** 1360 NW 121st St, Suite A, Clive, IA 50325  
**Finance Budget Code:** 644 **Finance Project Code:** N/A  
**Vendor Project or Invoice #:** 2022001042-003 **PO #** N/A  
**Original Contract Date:** September 7, 2023 **Vendor #** N/A

**Date of Board Meeting** 7-Mar-24 **PAYMENT REQUEST #** 4  
**PAYMENT PERIOD:** From: 12/31/23 through: 01/27/24

**Contract Summary**

Original Contract Amount: \$ 85,980.00  
Net change by Change Orders: \$ -  
Contract Amount to Date: (line 1 ± 2) \$ 85,980.00  
  
Total completed and stored to date: \$ 78,639.50  
Retainage: 0 % of Completed Work: \$ -  
Total Earned less Retainage: \$ 78,639.50  
Less previous applications for payment: \$ 65,487.00  
SUBTOTAL \$ 13,152.50

OTHER CHARGES (Please attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 13,152.50

Balance to finish, including retainage: \$ 7,340.50

Contract Time Remaining (If applicable) N/A ##

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Engineer/Consultant Approval:** McClure  
Firm Name

Signature: [Signature] Date: 2/16/2024

**PCAA Approval:**  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Ankeny Staff Approval:**  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich

Email: pmoritz@ankenyiowa.gov; AGrgurich@AnkenyIowa.gov Phone: 515-965-6420 Fax: 515-965-6416



1360 NW 121st Street  
Clive, IA 50325

Paul Moritz  
Polk County Aviation Authority  
410 West First St  
Ankeny, IA 50023

January 27, 2024  
Project No: 2022001042-003  
Invoice No: 4  
Due Date: February 26, 2024

Project 2022001042-003 Ankeny: Taxiway D Apron and Access Road Paving - Phase 4 - Design and Bidding Services

**Professional Services from December 31, 2023 to January 27, 2024**

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Preliminary Design	6,960.00	100.00	6,960.00	6,960.00	0.00
Soil Boring Coordination	1,260.00	100.00	1,260.00	1,260.00	0.00
90% Design	39,750.00	100.00	39,750.00	39,750.00	0.00
Issued for Bid (100%)	10,630.00	100.00	10,630.00	2,126.00	8,504.00
Construction Permits	1,240.00	0.00	0.00	0.00	0.00
Advertise, Bidding, Contract Award	10,330.00	45.00	4,648.50	0.00	4,648.50
Topographic Survey	7,430.00	100.00	7,430.00	7,430.00	0.00
Project Management and Coordination	8,380.00	95.00	7,961.00	7,961.00	0.00
Total Fee	85,980.00		78,639.50	65,487.00	13,152.50
<b>Total Fee</b>					<b>13,152.50</b>
<b>Total Due this Invoice</b>					<b>\$13,152.50</b>

**Outstanding Invoices**

Number	Date	Balance
3	12/31/2023	7,777.00
<b>Total</b>		<b>7,777.00</b>



**PROGRESS REPORT**

PROJECT # **2022001042-003**

PROJECT **ANKENY REGIONAL AIRPORT – TAXIWAY D APRON AND ACCESS ROADWAY PAVING – PHASE 4 - DESIGN AND BIDDING**

PRJ MNGR **JAY PUDENZ, P.E., LEED AP**

CLIENT **POLK COUNTY AVIATION AUTHORITY** Phone **515.965.6420**  
**410 WEST 1ST STREET** Fax  
**ANKENY, IOWA 50021** Email: **pmoritz@ankenyiowa.gov**

REPORT BY **JAY PUDENZ, P.E., LEED AP**  
 Email: **jpudenz@mcclurevision.com**

REPORTING PERIOD **JANUARY 2024** NEXT REPORT **FEBRUARY 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Completed 90% Design
- ✓ Submitted IFB Plans
- ✓ Continued Project Management
- ✓ Complete IFB Revisions
- ✓ Conducted Pre-Bid Meeting
- ✓ Issued for Bid Documents

Phase 400 – Preliminary Design



Phase 435 – Soil Boring Coordination



Phase 500.B – 90% Design



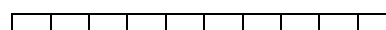
FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Hold Bid Letting
- Hold Public Hearing
- Provide Letter of Recommendation
- Prepare Bid Tabulation
- Prepare Contracts & Bonds

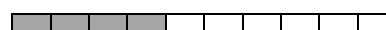
Phase 500.C – Issued for Bid (100%)



Phase 504 – Construction Permits



Phase 602 – Advertise, Bidding and Contract Award



VALUE ADDED SERVICES

- N/A

Phase 700 – Topographic Survey



INPUT NEEDED

- N/A

Phase 850 – Project Management and Coordination





ANKENY CITY COUNCIL  
POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:  
Finance

COUNCIL GOAL:  
Exercise Financial Discipline

??

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

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SUBJECT:  
Consider motion to approve Payment #7 in the amount of \$13,042.68 to McClure Engineering for Site Work & Vertical Infrastructure – Construction Mgmt, Administration & Observation Service for the North Property Line Box Hangars

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">McClure Engineering Invoice #7 Box Hangars</a>

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**



(Site Work and Vertical Infrastructure):  
**Project Title:** Construction Management, Administration, and Observation  
**Contractor:** McClure Engineering Company  
**Address:** 1360 NW 121st St, Suite A, Clive, IA 50325  
**Finance Budget Code:** 644 **Finance Project Code:** N/A  
**Vendor Project or Invoice #:** 2022001042-002 **PO #** N/A  
**Original Contract Date:** July 10, 2023 **Vendor #** N/A

**Date of Board Meeting** 7-Mar-24 **PAYMENT REQUEST #** 7  
**PAYMENT PERIOD:** From: 12/31/23 through: 01/27/24

**Contract Summary**

Original Contract Amount: \$ 125,162.00  
Net change by Change Orders: \$ -  
Contract Amount to Date: (line 1 ± 2) \$ 125,162.00  
  
Total completed and stored to date: \$ 102,107.20  
Retainage: 0 % of Completed Work: \$ -  
Total Earned less Retainage: \$ 102,107.20  
Less previous applications for payment: \$ 89,064.52  
**SUBTOTAL** \$ 13,042.68

OTHER CHARGES (Please attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 13,042.68

Balance to finish, including retainage: \$ 23,054.80

Contract Time Remaining (If applicable) N/A ##

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Engineer/Consultant Approval:** McClure  
Firm Name

[Signature] 2/16/2024  
Signature Date

**PCAA Approval:**  
\_\_\_\_\_  
Signature Date

**City of Ankeny Staff Approval:**  
\_\_\_\_\_  
Signature Date

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich  
Email: pmoritz@ankenyiowa.gov; AGrgurich@AnkenyIowa.gov Phone: 515-965-6420 Fax: 515-965-6416



Paul Moritz  
 Polk County Aviation Authority  
 410 West First St  
 Ankeny, IA 50023

January 27, 2024  
 Project No: 2022001042-002  
 Invoice No: 7  
 Due Date: February 26, 2024

Project 2022001042-002 Ankeny - North Property Line Box Hangars (Site Work and Vertical Infrastructure): Construction Management, Administration, and Observation Services

**Professional Services from December 31, 2023 to January 27, 2024**

Phase 1 Part IA: Construction Administration/Observation Services - AIP Services

**Total Labor** 28.50 **1,132.43**

Overhead 207.09 % of 1,132.43 2,345.15 **2,345.15** **2,345.15**

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Fixed Fee	8,100.00	90.00	7,290.00	6,885.00	405.00
Total Fee	8,100.00		7,290.00	6,885.00	405.00
<b>Total Fee</b>					<b>405.00</b>

	Current	Prior	To-Date
Total Billings	3,882.58	54,374.92	58,257.50
Contract Limit (not-to-exceed)			63,209.00
Contract Limit Remaining			4,951.50
<b>Total this Phase</b>			<b>\$3,882.58</b>

Phase 2 Part IB: Construction Administration/Observation Services - GAVI Services

**Total Labor** 69.00 **2,469.39**

Overhead 207.09 % of 2,469.39 5,113.86 **5,113.86** **5,113.86**

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
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Project	2022001042-002	Ankeny: N. Property Line Box Hangar - CA				Invoice	7
Fixed Fee		7,030.00	75.00	5,272.50	3,866.50	1,406.00	
Total Fee		7,030.00		5,272.50	3,866.50	1,406.00	
<b>Total Fee</b>							<b>1,406.00</b>

Mileage (.67/.50 p/mile)

**170.85**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	9,160.10	34,689.60	43,849.70	
Contract Limit (not-to-exceed)			55,753.00	
Contract Limit Remaining			11,903.30	
<b>Total this Phase</b>				<b>\$9,160.10</b>

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Phase	3	Part IB: Construction Administration/Observation Services - GAVI Services: Subconsultant			
		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		0.00	0.00	0.00	
Contract Limit (not-to-exceed)				6,200.00	
Contract Limit Remaining				6,200.00	
<b>Total this Phase</b>				<b>0.00</b>	
<b>Total Due this Invoice</b>				<b>\$13,042.68</b>	

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
6	12/31/2023	21,874.06
<b>Total</b>		<b>21,874.06</b>





**PROGRESS REPORT**

PROJECT # **2022001042-002**

PROJECT **ANKENY REGIONAL AIRPORT – NORTH PROPERTY LINE BOX HANGARS (SITE WORK AND VERTICAL INFRASTRUCTURE): CONSTRUCTION MANAGEMENT, ADMINISTRATION, AND OBSERVATION SERVICES**

PRJ MNGR **JAY PUDENZ, P.E., LEED AP**

CLIENT **POLK COUNTY AVIATION AUTHORITY** Phone **515.965.6420**  
**410 WEST 1ST STREET** Fax  
**ANKENY, IOWA 50021** Email: **pmoritz@ankenyiowa.gov**

REPORT BY **JAY PUDENZ, P.E., LEED AP**  
 Email: **jpudenz@mcclurevision.com**

REPORTING PERIOD **JANUARY 2024** NEXT REPORT **FEBRUARY 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Continued review of submittals
- ✓ Completion of Pay Estimate #3
- ✓ Construction administration services (construction reports, diaries of daily activity, etc.)
- ✓ Observation of construction activities
  - Building material delivery
  - Building erection
  - Building insulation
  - Utility connections
- ✓ Construction Staking
- ✓ Held progress meeting on 1/4 and 1/18
- ✓ Coordination with materials testing firm for on-site testing

**Part 1A: CA/Obs. Services-AIP Services**

Construction Administration	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Resident Project Representative	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Construction Staking	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Project Closeout	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Project Management and Coordination	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Continued review of submittals
- Continue construction administration services
- Continue construction observation services

**Part 1B: CA/Obs. Services- GAVI Services**

Construction Administration	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Resident Project Representative	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Construction Staking	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Project Closeout	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Project Management and Coordination	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

VALUE ADDED SERVICES

- 

INPUT NEEDED

- N/A

**Part 1B: CA/Obs. Services- GAVI Services - Subconsultant**

Project Management and Coordination	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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?? ORIGINATING DEPARTMENT:  
Finance

COUNCIL GOAL:  
Exercise Financial Discipline

??

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

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SUBJECT:  
Consider motion to approve Payment #3 in the amount of \$84,833.50 to McClure Engineering Company for services that includes Design & Bidding for Runway 18/36.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
<a href="#">📄 McClure Engineering Invoice #3 Reconstruct Runway 18/36</a>





1360 NW 121st Street  
Clive, IA 50325

Paul Moritz  
Polk County Aviation Authority  
410 West First St  
Ankeny, IA 50023

January 27, 2024  
Project No: 2022001042-004  
Invoice No: 3  
Due Date: February 26, 2024

Project 2022001042-004 Ankeny Regional Airport: Reconstruct Runway 18/36: Design and Bidding  
**Professional Services from December 31, 2023 to January 27, 2024**

Phase 1 Part I: Design and Bidding Services (AIP Eligible)

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Existing Conditions	3,220.00	100.00	3,220.00	3,220.00	0.00
AIP Grant Administration	7,950.00	20.00	1,590.00	795.00	795.00
Preliminary Design	8,180.00	100.00	8,180.00	8,180.00	0.00
30% Design	175,570.00	95.00	166,791.50	149,234.50	17,557.00
90% Design	426,990.00	25.00	106,747.50	42,699.00	64,048.50
Issued for Bid (100%)	49,260.00	0.00	0.00	0.00	0.00
Construction Permits	2,650.00	0.00	0.00	0.00	0.00
Advertise, Bidding, Contract Award	25,870.00	0.00	0.00	0.00	0.00
Project Closeout	1,800.00	0.00	0.00	0.00	0.00
Project Management and Coordination	48,660.00	20.00	9,732.00	7,299.00	2,433.00
<b>Total Fee</b>	<b>750,150.00</b>		<b>296,261.00</b>	<b>211,427.50</b>	<b>84,833.50</b>
<b>Total Fee</b>					<b>84,833.50</b>
<b>Total this Phase</b>					<b>\$84,833.50</b>

Phase 2 Part II: Design and Bidding Services (AIP Ineligible)

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Preliminary Design	3,880.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>3,880.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Fee</b>					<b>0.00</b>
<b>Total this Phase</b>					<b>0.00</b>
<b>Total Due this Invoice</b>					<b>\$84,833.50</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
2	12/31/2023	105,999.00
<b>Total</b>		<b>105,999.00</b>



**PROGRESS REPORT**

PROJECT # **2022001042-004**

PROJECT **ANKENY REGIONAL AIRPORT: RECONSTRUCT RUNWAY 18/36 - DESIGN AND BIDDING**

PRJ MNGR **JAY PUDENZ, P.E., LEED AP**

CLIENT **POLK COUNTY AVIATION AUTHORITY** Phone **515.965.6420**  
**410 WEST 1ST STREET** Fax  
**ANKENY, IOWA 50021** Email: **pmoritz@ankenyiowa.gov**

REPORT BY **JAY PUDENZ, P.E., LEED AP**  
 Email: **jpudenz@mcclurevision.com**

REPORTING PERIOD **JANUARY 2024** NEXT REPORT **FEBRUARY 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Finalized 30% Plans and Engineer's Design Report (EDR)
- ✓ Completed 30% QAQC check process
- ✓ Revised plans and EDR per comments for submittal to Owner and FAA
- ✓ Continued setting up 90% plan sheets and specifications

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Finalize 30% design submittal and submit to the Owner and FAA
- Meet with Owner to discuss 30% plans and EDR
- Continue setting up 90% plans
- Continue on 90% specifications and 90% Construction Safety and Phasing Plan (CSPP)

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

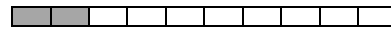
- N/A

**Part I: Design and Bidding Services (AIP Eligible)**

Phase 200 – Existing Conditions



Phase 300 – AIP Grant Administration



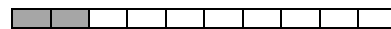
Phase 400 – Preliminary Design



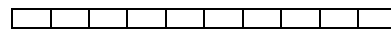
Phase 500.A – 30% Design



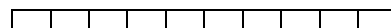
Phase 500.B – 90% Design



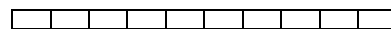
Phase 500.C – Issued for Bid (100%)



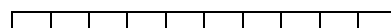
Phase 504 – Construction Permits



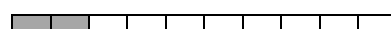
Phase 602 – Advertise, Bidding and Contract Award



Phase 800 – Project Closeout

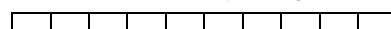


Phase 850 – Project Management and Coordination



**Part II: Design and Bidding Services (AIP Ineligible)**

Phase 400 – Preliminary Design





ANKENY CITY COUNCIL  
POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:  
Finance

COUNCIL GOAL:  
Exercise Financial Discipline

??

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

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SUBJECT:  
Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$366,071.01.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):



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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Listing of Bills</a>

**POLK COUNTY AVIATION AUTHORITY  
LISTING OF BILLS TO BE APPROVED  
FOR THE MARCH 7, 2024 BOARD MEETING**

<b>Vendor</b>	<b>Amount</b>	<b>Date of Invoice</b>	<b>Description</b>
Bolton & Menk, Inc.	4,500.00	01/31/24	IFE for Environmental Work for Runway
Brick Gentry Law Firm	2,670.00	02/27/24	General legal services
Des Moines Register	128.80	01/31/24	January A/P, minutes
Elder Corporation	537.50	01/31/24	Snow removal services 1/22/24 & 1/24/24
Elder Corporation	605.00	02/22/24	Snow removal services 2/16/24
Exec 1 Aviation	5,000.00	02/29/24	On-site management fee
Exec 1 Aviation	2,000.00	02/16/24	Snow removal services
McClure Engineering	993.75	01/27/24	Professional services
MidAmerican Energy	436.23	02/12/24	Lift station; Runway lights; Lighting services
Smith's Sewer Service	1,690.62	02/08/24	Culvert inspection with camera
Staples	10.99	01/25/24	Office supplies
Van Maanen Electric, Inc	21,615.35	02/20/24	Rotating Beacon Replacement
Wood Roofing & Sheet Metal Co	69,997.33	02/26/24	Replacement of Gutters & Downspouts
<b>Total Airport Operations Fund</b>	<b>\$ 110,185.57</b>		
Jensen Builders	139,313.03	02/19/24	North Property Line Box Hangers
McClure Engineering	13,042.68	01/27/24	North Property Line Box Hangers
McClure Engineering	13,152.50	01/27/24	Taxiway D Apron & Access Rodway Paving - Phase 4, Engineering (Design and Bid)
McClure Engineering	84,833.50	01/27/24	Reconstruct Runway 18/36 Design and Bidding Engineering Professional Services
HDR Engineering	5,543.73	02/06/24	Task Order Two: Environmental Assessment services
<b>Total Capital Improvements Fund</b>	<b>\$ 255,885.44</b>		
<b>Grand Total</b>	<b>\$ 366,071.01</b>		

**See attachments for more information regarding:**

- Contractor/project costs
- Snow removal costs, if applicable
- Insurance renewal costs, if applicable



ANKENY CITY COUNCIL  
POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

 Print

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?? ORIGINATING DEPARTMENT:  
Finance

COUNCIL GOAL:  
Exercise Financial Discipline

??

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ACTION REQUESTED:  
Motion

---

LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to approve March, 2024 Financial Reports.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
<a href="#">March Financial Reports</a>

**POLK COUNTY AVIATION AUTHORITY**

**Balance Sheet**

As of February 29, 2024

Feb 29, 24

ASSETS

Current Assets

Checking/Savings

102 · FIRST NATIONAL BANK 5,201,397.55

Total Checking/Savings 5,201,397.55

Accounts Receivable

112 · ACCOUNTS RECEIVABLE 195.00

Total Accounts Receivable 195.00

Other Current Assets

113 · PRE-PAID EXPENSES 27,655.03

114 · LEASE RECEIVABLE 747,148.49

Total Other Current Assets 774,803.52

Total Current Assets 5,976,396.07

Fixed Assets

140 · NON-DEPRECIABLE ASSETS 6,956,965.27

141 · DEPRECIABLE ASSETS 26,159,214.02

180 · CONSTRUCTION IN PROGRESS 1,159,103.39

181 · ACCUMULATED DEPRECIATION (18,654,624.06)

Total Fixed Assets 15,620,658.62

TOTAL ASSETS 21,597,054.69

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202 · ACCOUNTS PAYABLE 365,634.78

Total Accounts Payable 365,634.78

Other Current Liabilities

204 · RETAINAGE PAYABLE 52,624.93

206 · DEFERRED REVENUE 9,513.46

207 · HANGAR/LEASE ADVANCE DEPOSITS 15,780.00

209 · DEFERRED LEASE REVENUE 727,756.69

Total Other Current Liabilities 805,675.08

Total Current Liabilities 1,171,309.86

Total Liabilities 1,171,309.86

Equity

3000 · INVESTED IN CAPITAL ASSETS 15,541,825.02

3001 · UNRESTRICTED NET ASSETS 6,493,687.59

3003 · RESTRICTED FOR AIRPORT IMPROVE (1,609,767.78)

Total Equity 20,425,744.83

TOTAL LIABILITIES & EQUITY 21,597,054.69

**POLK COUNTY AVIATION AUTHORITY**  
**Profit & Loss Budget vs. Actual**  
July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	663,465.93	1,326,932.00	(663,466.07)	50.0%
401 · LEASE AND LICENSE FEE INCOME	162,370.44	246,000.00	(83,629.56)	66.0%
403 · FUEL FEE INCOME	28,281.87	51,000.00	(22,718.13)	55.46%
404 · INTEREST INCOME	(5,417.93)	0.00	(5,417.93)	100.0%
407 · OTHER REVENUE	100.00	0.00	100.00	100.0%
<b>Total Income</b>	<b>848,800.31</b>	<b>1,623,932.00</b>	<b>(775,131.69)</b>	<b>52.27%</b>
Gross Profit	848,800.31	1,623,932.00	(775,131.69)	52.27%
Expense				
601 · OFFSITE MANAGEMENT SERVICES	33,938.22	66,300.00	(32,361.78)	51.19%
602 · POSTAGE & OFFICE SUPPLIES	729.92	900.00	(170.08)	81.1%
603 · ONSITE MANAGEMENT SERVICES	40,000.00	60,000.00	(20,000.00)	66.67%
609 · FINANCIAL SERVICES	1.40	100.00	(98.60)	1.4%
610 · ADVERTISING & PROMOTION	175.65	700.00	(524.35)	25.09%
611 · PUBLICATIONS	891.94	2,500.00	(1,608.06)	35.68%
612 · CONFERENCES AND SEMINARS	1,354.01	4,000.00	(2,645.99)	33.85%
613 · LEGAL SERVICES	12,690.00	23,000.00	(10,310.00)	55.17%
614 · AUDIT SERVICES	11,175.00	13,900.00	(2,725.00)	80.4%
616 · GENERAL INSURANCE	5,123.33	6,600.00	(1,476.67)	77.63%
617 · PROPERTY INSURANCE	25,534.11	38,400.00	(12,865.89)	66.5%
618 · PUBLIC OFFICIALS INSURANCE	976.86	1,500.00	(523.14)	65.12%
630 · SNOW REMOVAL & MOWING	83,387.36	102,000.00	(18,612.64)	81.75%
631 · REPAIRS & MAINTENANCE (General)	212,612.30	101,000.00	111,612.30	210.51%
640 · UTILITIES	3,897.32	6,900.00	(3,002.68)	56.48%
644 · AIRPORT PLANNING & ENGINEERING	20,688.75	75,000.00	(54,311.25)	27.59%
645 · MISCELLANEOUS	0.00	100.00	(100.00)	0.0%
703 · NORTH PROPERTY LINE BOX HANGARS	1,089,640.63	0.00	1,089,640.63	100.0%
721 · TAXIWAY D ACCESS ROAD	86,139.10	1,200,000.00	(1,113,860.90)	7.18%
729 · RECONSTRUCT & EXTEND RW 18/36	430,863.05	920,000.00	(489,136.95)	46.83%
730 · SIGNING AND ENTRY IMPROVEMENTS	3,125.00	0.00	3,125.00	100.0%
736 · REMOVE & REPLACE PAVEMENT	0.00	1,041,000.00	(1,041,000.00)	0.0%
<b>Total Expense</b>	<b>2,062,943.95</b>	<b>3,663,900.00</b>	<b>(1,600,956.05)</b>	<b>56.31%</b>
Net Ordinary Income	(1,214,143.64)	(2,039,968.00)	825,824.36	59.52%
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	170,702.84	27,000.00	143,702.84	632.23%
504 · FAA GRANT REIMBURSEMENT	0.00	1,791,460.00	(1,791,460.00)	0.0%
505 · STATE GRANT REIMBURSEMENT	0.00	600,000.00	(600,000.00)	0.0%
<b>Total Other Income</b>	<b>170,702.84</b>	<b>2,418,460.00</b>	<b>(2,247,757.16)</b>	<b>7.06%</b>
Net Other Income	170,702.84	2,418,460.00	(2,247,757.16)	7.06%
Net Income	(1,043,440.80)	378,492.00	(1,421,932.80)	(275.68%)

**POLK COUNTY AVIATION AUTHORITY**

**A/R Aging Summary**

As of February 29, 2024

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Scott Hogue	0.00	0.00	0.00	0.00	195.00	195.00
TOTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>195.00</u>	<u>195.00</u>



Index

Sheet	Project Name	Contractors	Grant Eligible?	Original Contract Amount	Change orders & Non-Contract	Total Project Cost	Expenditures to date	Remaining Obligation	Retainage	Expected Grant Receipts	Grant Funds Received to date:	FY Completed
Sheet01	General Engineering - 2022 Agreement	McClure Engineering	EXP	45,481.00	-	45,481.00	45,481.00	-	-	-	-	-
Sheet08	General Planning - 2022 Agreement	HDR Engineering	EXP	42,000.00	-	42,000.00	12,692.01	29,307.99	-	-	-	-
Sheet09	Wildlife Exclusion Fence	McClure & Minturn	FAA	1,734,213.00	39,286.51	1,773,499.51	1,773,499.51	-	-	1,560,177	1,560,177	FY18
Sheet02	IKV Grading & Drainage Plan	HDR Engineers	EXP	43,304.00	-	43,304.00	43,304.00	-	-	-	-	FY19
Sheet10	Protect RW18 Land Acquisition-LGI	Snyder & Associates	FAA	18,900.00	743,119.59	762,019.59	762,019.59	-	-	685,653	685,653	FY19
Sheet17	3-Year Vegetation Control Agreement	Perficut ('17-'19)	EXP	28,445.00	(13,710.00)	14,735.00	14,735.00	-	-	-	-	FY20
Sheet15	Drainage Channel Improvements	McClure & RW Excavating	IaDOT	191,633.80	11,925.19	203,558.99	203,558.99	-	-	76,950	76,950	FY20
Sheet16	Taxiway D Apron Access Road & Utilities - Phase 1	McClure & Sternquist	IaDOT	633,250.00	54,844.02	688,094.02	688,094.02	-	-	225,000	225,000	FY20
Sheet06	Taxiway Rehab & Reconstruction-2018	McClure & Con-Struct	FAA	1,635,735.05	7,406.00	1,643,141.05	1,643,141.05	-	-	1,393,240	1,393,240	FY21
Sheet14	Bi-Fold Hangar Door Replacement	Jensen Builders	IaDOT	130,075.00	9,900.00	139,975.00	139,975.00	-	-	75,000	75,000	FY21
Sheet05	SE Convenience Blvd Extension	City of Ankeny	EXP/RISE	877,279.79	115,104.30	992,384.09	991,544.82	-	-	-	-	FY21
Sheet04	Taxiway D Access Road & Utilities - Phase 2	McClure, SandStone	EXP	746,334.00	(19,963.60)	726,370.40	726,370.40	-	-	-	-	FY22
Sheet21	Taxiway D Apron and Access Roadway Paving-Phase 2	McClure, Concrete Tech	EXP	682,393.50	6,027.81	688,421.31	688,421.31	-	-	-	-	FY22
Sheet12	Protect RW18 Land Acquisition-Clark	Various	TBD	-	897,154.77	897,154.77	897,154.77	-	-	-	-	FY23
Sheet19	Protect RW18 Land Acquisition-Disposal	Various	EXP	-	29,955.00	29,955.00	29,955.00	-	-	-	-	FY23
Sheet18	3-Year Vegetation Control Agreement	Perficut ('20-'22)	EXP	47,586.00	-	47,586.00	47,586.00	-	-	-	-	FY22
Sheet20	Runway 18/36 Rehabilitation	McClure & Fahrner	FAA	631,380.24	18,270.99	649,651.23	649,651.23	-	-	584,686	584,686	FY23
Sheet07	Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	IaDOT	736,490.90	41,046.73	777,537.63	777,537.63	-	-	312,682	312,682	FY24
Sheet03	Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	39,000.00	-	39,000.00	33,836.97	5,163.03	-	-	-	-
Sheet11	Strengthen & Extend RW 18/36	McClure & HDR	EXP	460,797.00	-	460,797.00	340,871.78	119,925.22	-	-	-	-
Sheet22	North Property Line Box Hangars	McClure, Jensen Builders	IaDOT	1,543,716.90	6,158.14	1,549,875.04	1,242,894.92	306,980.12	47,803.21	-	-	-
Sheet23	3-Year Vegetation Control Agreement	Perficut ('23-'25)	EXP	47,586.00	-	47,586.00	15,862.00	31,724.00	-	-	-	-
Sheet24	Taxiway D Apron and Access Roadway Paving-Phase 4	McClure	IaDOT	274,180.00	-	274,180.00	84,339.50	189,840.50	-	-	-	-
Sheet25	Signing and Entry Improvements	818, LLC	EXP	5,250.00	-	5,250.00	3,125.00	2,125.00	-	-	-	-
Sheet26	Reconstruct Runway 18/36	McClure/Foth	FAA	757,450.00	-	757,450.00	301,751.62	455,698.38	-	-	-	-
Sheet27	T-Hangars Gutter Replacement Project	Wood Roofing & Sheet Metal Co.	EXP	73,256.40	425.00	73,681.40	73,681.40	-	3,684.07	-	-	-
Sheet28	Rotating Beacon Replacement	Van Maanen Electric, Inc	EXP	22,753.00	-	22,753.00	22,753.00	-	1,137.65	-	-	-
Grayed out = Completed items, no new charges expected												
				11,448,490.58	1,946,950.45	13,395,441.03	12,253,837.52	1,140,764.24	52,624.93	4,913,388	4,913,388	
									\$ 52,624.93	\$ -		
									^= 204 Retainage Pay	^= 110 Grant AR		



23-24 Snow removal cost sum

	Quantity	Cost	FY22/23	
Elder	314.50	\$ 39,243.25	\$ 40,764.75	96.27%
S Jackson	-	\$ -	\$ 900.00	0.00%
New Deal	224.00	\$ 11,333.86	\$ 11,680.00	97.04%
Cryotech	532.00	\$ 5,772.24	\$ -	0.00%
Exec 1 Aviation	41.00	\$ 20,500.00	\$ 33,625.00	60.97%
	<b>\$ 1,111.50</b>	<b>\$ 76,849.35</b>	<b>\$ 86,969.75</b>	<b>88.36%</b>
	Quantity	Cost	Cost	
Labor	183.25	\$ 33,573.00	\$ 49,141.00	68.32%
Equipment	172.25	\$ 26,170.25	\$ 26,148.75	100.08%
Material	756.00	\$ 17,106.10	\$ 11,680.00	146.46%
	<b>\$ 1,111.50</b>	<b>\$ 76,849.35</b>	<b>\$ 86,969.75</b>	<b>88.36%</b>
	Quantity	Cost	Cost	
Operations	1,111.50	\$ 76,849.35	\$ 86,969.75	88.36%
	<b>\$ 1,111.50</b>	<b>\$ 76,849.35</b>	<b>\$ 86,969.75</b>	<b>88.36%</b>

(Elder contract: year )

FY23/24 Hourly Rates		FY22/23	% Inc	Category	
Elder	Manager	\$ 96.00	\$ 96.00	0.0%	Labor
Elder	Manager-OT	\$ 143.00	\$ 143.00	0.0%	Labor
Elder	Manager-DT	\$ 192.00	\$ 192.00	0.0%	Labor
Elder	Operator	\$ 82.00	\$ 82.00	0.0%	Labor
Elder	Operator-OT	\$ 124.00	\$ 124.00	0.0%	Labor
Elder	Operator-DT	\$ 164.00	\$ 164.00	0.0%	Labor
Elder	Annual Payment	\$ 7,500.00	\$ 7,500.00	0.0%	Equipment
Elder	Motor Grader	\$ 212.00	\$ 212.00	0.0%	Equipment
Elder	Wheel Loader	\$ 225.00	\$ 225.00	0.0%	Equipment
Elder	Blower	\$ 30.00	\$ 30.00	0.0%	Equipment
Elder	Pickup	\$ 25.00	\$ 25.00	0.0%	Equipment
Elder	Snow Plow	\$ 16.50	\$ 16.50	0.0%	Equipment
Elder	Tractor Mower w/Bld & Brm	\$ 137.00	\$ 137.00	0.0%	Equipment
Elder	Tractor Broom w/Blade	\$ 137.00	\$ 137.00	0.0%	Equipment
Exec 1 Aviation	Oshkosh Labor	\$ 500.00	\$ 500.00	0.0%	Labor
S Jackson	Oralabor	\$ 150.00	\$ 150.00	0.0%	Labor
Cryotech	Liquid	\$ 9.15	\$ 6.05	51.2%	Material
Cryotech	S&H	\$ 461.92		0.0%	Material
New Deal	Granular per bag	\$ 45.3636	\$ 49.00	-7.4%	Material
New Deal	Shipping per pallet	\$ 305.91	\$ 225.00	36.0%	Material
New Deal	Granular - 2ND		\$ 64.88	-100.0%	Material
New Deal	Shipping - 2ND ORDER	\$ 371.03	\$ 1,200.00	-69.1%	Material
Cryotech	Liquid		\$ 6.05	-100.0%	Material
Cryotech	S&H - 2ND	\$ 460.82		0.0%	Material
Cryotech	S&H		\$ 677.52	-100.0%	Material

Provider	What	Inv. Date	Quantity/Hrs	Rate	Cost	Category
Elder	Annual Payment	11/01/23	1.00	\$ 7,500.00	\$ 7,500.00	Equipment
New Deal	Granular per bag	10/19/23	110.00	\$ 45.36	\$ 4,990.00	Material
New Deal	Shipping per pallet	10/19/23	2.00	\$ 305.91	\$ 611.81	Material
Exec 1 Aviation	Oshkosh Labor	11/26/23	5.00	\$ 500.00	\$ 2,500.00	Labor
Elder	Operator	11/26/23	4.25	\$ 82.00	\$ 348.50	Labor
Elder	Wheel Loader	11/26/23	4.25	\$ 225.00	\$ 956.25	Equipment
Cryotech	Liquid	01/12/24	265.00	\$ 9.15	\$ 2,424.75	Material
Cryotech	S&H	01/12/24	1.00	\$ 461.92	\$ 461.92	Material
Exec 1 Aviation	Oshkosh Labor	01/15/24	8.50	\$ 500.00	\$ 4,250.00	Labor
Exec 1 Aviation	Oshkosh Labor	01/15/24	7.00	\$ 500.00	\$ 3,500.00	Labor
Exec 1 Aviation	Oshkosh Labor	01/15/24	4.00	\$ 500.00	\$ 2,000.00	Labor
Exec 1 Aviation	Oshkosh Labor	01/15/24	3.00	\$ 500.00	\$ 1,500.00	Labor
Exec 1 Aviation	Oshkosh Labor	01/18/24	3.50	\$ 500.00	\$ 1,750.00	Labor
Exec 1 Aviation	Oshkosh Labor	01/19/23	6.00	\$ 500.00	\$ 3,000.00	Labor
Elder	Manager	01/09/24	6.50	\$ 96.00	\$ 624.00	Labor
Elder	Operator	01/09/24	21.00	\$ 82.00	\$ 1,722.00	Labor
Elder	Wheel Loader	01/09/24	13.00	\$ 225.00	\$ 2,925.00	Equipment
Elder	Pickup	01/09/24	14.50	\$ 25.00	\$ 362.50	Equipment
Elder	Manager	01/10/24	10.00	\$ 96.00	\$ 960.00	Labor
Elder	Operator	01/10/24	12.00	\$ 82.00	\$ 984.00	Labor
Elder	Wheel Loader	01/10/24	2.00	\$ 225.00	\$ 450.00	Equipment
Elder	Pickup	01/10/24	16.00	\$ 25.00	\$ 400.00	Equipment
Elder	Blower	01/10/24	2.00	\$ 30.00	\$ 60.00	Equipment
Elder	Tractor Broom w/Blade	01/10/24	2.00	\$ 137.00	\$ 274.00	Equipment
Elder	Manager	01/11/24	7.00	\$ 96.00	\$ 672.00	Labor
Elder	Operator	01/11/24	6.00	\$ 82.00	\$ 492.00	Labor
Elder	Wheel Loader	01/11/24	7.00	\$ 225.00	\$ 1,575.00	Equipment
Elder	Pickup	01/11/24	6.00	\$ 25.00	\$ 150.00	Equipment
Elder	Blower	01/11/24	5.00	\$ 30.00	\$ 150.00	Equipment
Elder	Manager	01/12/24	13.00	\$ 96.00	\$ 1,248.00	Labor
Elder	Operator	01/12/24	6.00	\$ 82.00	\$ 492.00	Labor
Elder	Wheel Loader	01/12/24	12.00	\$ 225.00	\$ 2,700.00	Equipment
Elder	Pickup	01/12/24	7.00	\$ 25.00	\$ 175.00	Equipment
Elder	Blower	01/12/24	8.00	\$ 30.00	\$ 240.00	Equipment
Elder	Manager	01/13/24	3.50	\$ 96.00	\$ 336.00	Labor
Elder	Manager-OT	01/13/24	4.50	\$ 143.00	\$ 643.50	Labor
Elder	Operator	01/13/24	1.00	\$ 82.00	\$ 82.00	Labor
Elder	Operator-OT	01/13/24	3.00	\$ 124.00	\$ 372.00	Labor
Elder	Pickup	01/13/24	3.00	\$ 25.00	\$ 75.00	Equipment
Elder	Blower	01/13/24	5.00	\$ 30.00	\$ 150.00	Equipment
Elder	Wheel Loader	01/13/24	9.00	\$ 225.00	\$ 2,025.00	Equipment
Elder	Manager	01/14/24	8.00	\$ 96.00	\$ 768.00	Labor
Elder	Pickup	01/14/24	1.00	\$ 25.00	\$ 25.00	Equipment
Elder	Blower	01/14/24	5.00	\$ 30.00	\$ 150.00	Equipment
Elder	Wheel Loader	01/14/24	7.00	\$ 225.00	\$ 1,575.00	Equipment

Continued...2nd page

Provider	What	Inv. Date	Quantity/Hrs	Rate	Cost	Category
Elder	Manager	01/16/24	8.00	\$ 96.00	\$ 768.00	Labor
Elder	Pickup	01/16/24	1.00	\$ 25.00	\$ 25.00	Equipment
Elder	Blower	01/16/24	3.00	\$ 30.00	\$ 90.00	Equipment
Elder	Wheel Loader	01/16/24	7.00	\$ 225.00	\$ 1,575.00	Equipment

23-24 Snow removal cost sum

Elder	Manager	01/18/24	2.00	\$ 96.00	\$ 192.00	Labor
Elder	Pickup	01/18/24	2.00	\$ 25.00	\$ 50.00	Equipment
Elder	Operator	01/19/24	12.00	\$ 82.00	\$ 984.00	Labor
Elder	Manager	01/19/24	5.00	\$ 96.00	\$ 480.00	Labor
Elder	Pickup	01/19/24	1.00	\$ 25.00	\$ 25.00	Equipment
Elder	Pickup	01/19/24	5.00	\$ 25.00	\$ 125.00	Equipment
Elder	Blower	01/19/24	3.00	\$ 30.00	\$ 90.00	Equipment
Elder	Tractor Broom w/Blade	01/19/24	5.00	\$ 137.00	\$ 685.00	Equipment
Elder	Wheel Loader	01/19/24	6.00	\$ 225.00	\$ 1,350.00	Equipment
Elder	Manager	01/22/24	2.00	\$ 96.00	\$ 192.00	Labor
Elder	Operator	01/22/24	0.50	\$ 82.00	\$ 41.00	Labor
Elder	Pickup	01/22/24	2.00	\$ 25.00	\$ 50.00	Equipment
Elder	Pickup	01/22/24	0.50	\$ 25.00	\$ 12.50	Equipment
Elder	Manager	01/24/24	2.00	\$ 96.00	\$ 192.00	Labor
Elder	Pickup	01/24/24	2.00	\$ 25.00	\$ 50.00	Equipment
New Deal	Granular per bag	01/30/24	110.00	\$ 45.36	\$ 4,990.00	Material
New Deal	Shipping - 2ND ORDER	01/30/24	2.00	\$ 371.03	\$ 742.06	Material
Cryotech	Liquid	01/31/24	265.00	\$ 9.15	\$ 2,424.75	Material
Cryotech	S&H - 2ND	01/31/24	1.00	\$ 460.82	\$ 460.82	Material

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Upgrade Essential Infrastructure

??

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ACTION REQUESTED:  
Resolution

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LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to adopt **RESOLUTION** accepting the public improvements associated with the Rotating Beacon Replacement at the Ankeny Regional Airport.

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??**No**

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
<a href="#">📄 Resolution</a>
<a href="#">📄 Pay Application No. 1</a>

**RESOLUTION NO. 2024-**

**RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE REPLACEMENT OF THE ROTATING BEACON AT THE ANKENY REGIONAL AIRPORT**

**WHEREAS**, in the summer of 2023 the rotating beacon within the entrance round-about at the Ankeny Regional Airport ceased to rotate facilitating the need to replace said rotating beacon; and

**WHEREAS**, the Polk County Aviation Authority (PCAA) Board, at their meeting on August 10, 2023 authorized staff to facilitate the replacement of the said rotating beacon as soon as possible; and

**WHEREAS**, at their meeting on September 7, 2023 the PCAA accepted the proposal in the amount of \$22,753.00 from Van Maanen Electric to replace the said rotating beacon; and

**WHEREAS**, Van Maanen Electric has fully completed the beacon replacement project in accordance with the terms and conditions of said contract at this time.

**NOW, THEREFORE, BE IT RESOLVED** that the Polk County Aviation Authority accepts the beacon replacement project at the Ankeny Regional Airport, having been fully completed in accordance with the form of contract and the total final construction cost thereof is hereby determined to be \$22,753.00.

**BE IT FURTHER RESOLVED** that 95% of the said final construction cost be paid out at this time, with the 5% retainage being paid to the contractor after a period of thirty (30) days from the date of acceptance of the project by the Polk County Aviation Authority.

Passed and approved this 7<sup>th</sup> day of March, 2024.

Polk County Aviation Authority

\_\_\_\_\_  
Jeff Wangsness, Chairperson

ATTEST:

\_\_\_\_\_  
Diane Klemme, Recording Secretary



# G702/ CMA APPLICATION AND CERTIFICATION For Payment

To: City of Ankeny PROJECT: Ankeny Airport Rotating Beacon Replacement Application No: 1 Distribution to:  OWNER  
send to: pmoritz@ankenyiowa.gov Application Date: 2/20/2024  CONSTRUCTION MGR  
 Period From: 2/1/2024  ARCHITECT  
 Period To: 2/28/2024  CONTRACTOR  
 Contract Date:  OTHER

From: Van Maanen Electric Inc VIA Architect \_\_\_\_\_

500 Iowa Speedway Drive  
Newton, IA 50208

2343

## APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$	22,753.00
2 Net Change by Change Orders	\$	-
3 CONTRACT SUM TO DATE	\$	22,753.00
4 TOTAL COMPLETED AND STORED TO DATE	\$	22,753.00
5 RETAINAGE:		
a. 5% of Completed work	\$	1,137.65
b. 5% of Stored Material	\$	-
TOTAL RETAINAGE	\$	1,137.65
6 TOTAL EARNED LESS RETAINAGE	\$	21,615.35
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		
8 CURRENT PAYMENT DUE	\$	21,615.35
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$	1,137.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approval this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: Van Maanen Electric, Inc  
 By: Nathan Van Maanen Date: 2/20/24  
 Nathan Van Maanen, President  
 State of: Iowa County of: Jasper  
 Subscribed and sworn before me this 20th day of February, 2024

Nathan Van Maanen President personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her Knowledge and belief.

Notary Public: [Signature] My Commission expires: 10/30/2024

## CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment for the AMOUNT CERTIFIED.

### AMOUNT CERTIFIED

CONSTRUCTION MANAGER:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

ARCHITECT:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulation below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1  
 APPLICATION DATE: 20-Feb-24  
 PERIOD FROM: 1-Feb-24  
 TO: 28-Feb-24  
 ARCHITECT'S PROJECT NO:

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED			G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH C - G	I RETAINAGE
			Previous Applications	This Application		% G / C			
				Work in Place	Stored Materials (not in D or E)				
1	General Electrical	5767.00		5,767.00		5,767.00	100%	-	288.35
2	Rotating Beacon	16136.00		16,136.00		16,136.00	100%	-	806.80
3	R&R Beacon	750.00		750.00		750.00	100%	-	37.50
4	Test Beacon	100.00		100.00		100.00	100%	-	5.00
5						-	0%	-	-
6						-	0%	-	-
7						-	0%	-	-
8						-	0%	-	-
9						-	0%	-	-
10						-	0%	-	-
11						-	0%	-	-
12						-	0%	-	-
13						-	0%	-	-
14						-	0%	-	-
15						-	0%	-	-
		22,753.00	\$0.00	\$22,753.00	\$0.00	\$22,753.00	100.00%	\$0.00	\$1,137.65

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Exercise Financial Discipline

??

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ACTION REQUESTED:  
Resolution

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LEGAL:  
Item Reviewed by Legal Counsel

---

SUBJECT:  
Consider motion to adopt **RESOLUTION** authorizing the execution of the 2024 Management Agreement with Exec 1 Aviation II, LLC as Fixed Base Operator.

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">2024 Management Agreement</a>
<input type="checkbox"/> <a href="#">Redline Version - Management Agreement</a>

**RESOLUTION 2024-**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE 2024  
MANAGEMENT AGREEMENT WITH EXEC 1 AVIATION II, L.L.C.,  
AS FIXED BASE OPERATOR**

**WHEREAS**, the Polk County Aviation Authority entered into the 2023 Management Agreement with Exec 1 Aviation II, L.L.C. on January 5, 2023; and

**WHEREAS**, said 2023 Management Agreement was amended on December 7, 2023 to extend the agreement term to June 30, 2024; and

**WHEREAS**, the North Property Line Box Hangar – Phase 1 Project is nearly completed at this time such that two new box hangars will be available for leasing by aircraft owners in the near future; and

**WHEREAS**, staff has prepared the 2024 Management Agreement with the addition of new language to address the maintenance, leasing and compensation for the two new box hangars; and

**WHEREAS**, the balance of the form of the management agreement shall remain unchanged from previous annual versions; and

**WHEREAS**, a comprehensive review of the responsibilities and compensation stipulated by the current management agreement is contemplated in the near future to insure that the management of the airport is completed efficiently and with just compensation to Exec 1 Aviation.

**NOW, THEREFORE, BE IT RESOLVED** that the Polk County Aviation Authority hereby approves the 2024 Management Agreement with Exec 1 Aviation II, L.L.C. in the form attached hereto.

**BE IT FURTHER RESOLVED** that the Chairperson of the Polk County Aviation Authority is hereby authorized to execute said agreement.

Dated, this 7<sup>th</sup> day of March, 2024.

-----  
Jeff Wangsness, Chairperson  
Polk County Aviation Authority

ATTEST:

-----  
Diane Klemme, Recording Secretary

**2024**

**MANAGEMENT AGREEMENT**

**Between**

**POLK COUNTY AVIATION AUTHORITY, OWNER**

**and**

**EXEC 1 AVIATION II, L.L.C., MANAGER**

**For**

**ANKENY REGIONAL AIRPORT**

## MANAGEMENT AGREEMENT

THIS AGREEMENT is made and effective as of the 7th day of March, 2024 by and between **POLK COUNTY AVIATION AUTHORITY** (herein referred to as "Owner") and **EXEC 1 AVIATION II, L.L.C.** (herein referred to as "Manager"), amending and being a substitution for the original Management Agreement dated January 1, 2012.

### WITNESSETH:

In consideration of the covenants herein contained, the parties hereto agree as follows:

### ARTICLE I

#### APPOINTMENT AND AUTHORITY OF MANAGER

- 1.1 **APPOINTMENT:** Owner hereby appoints Manager as the managing and leasing agent for the T-Hangars, Garages and Tie-Down leases and as the manager of the other real property owned by the Owner (collectively the "Premises") but specifically excluding all runways and farm ground. Owner hereby authorizes Manager to exercise such powers with respect to the Premises as may be necessary for the performance of Manager's obligations under the terms of this Agreement and Manager accepts such appointment under the terms and conditions hereinafter set forth.
- 1.2 **COMMENCEMENT DATE:** Manager's duties and responsibilities under this Agreement shall begin the 1st day of January 2024 (the "Commencement Date") and shall continue until the 31st day of December 2024 unless otherwise terminated in accordance with this Agreement.

### ARTICLE II

#### MANAGER'S AGREEMENTS

- 2.1 **GENERAL RESPONSIBILITY:** Manager, on behalf of Owner, shall implement, or cause to be implemented the decisions of Owner with respect to the Premises and shall conduct the ordinary and usual business affairs of Owner as provided in this Agreement. Manager agrees to use its best efforts in the management, operation, and leasing of the Premises and to comply with such instructions and policies as may be reasonably requested by Owner.
- 2.2 **SPECIFIC RESPONSIBILITY:**
  - (a) Manager shall collect all T-Hangar, Box-Hangar, Garage and Tie-Down rent in return for performing all lease, maintenance and customer service duties. Manager's lease duties include but are not limited to lease renewals, insurance renewals, and lease compliance. Provided, however, that at such time as Manager has exhausted all legal means of lease compliance without success, Manager shall refer the lease to Owner's legal counsel for termination of said lease. Manager shall monthly provide an Aging Report, Insurance Report, Action Taken Report, and Repair Report and quarterly provide a detailed listing of hangar repair and maintenance to the Owner.
  - (b) All T-Hangar, Box-Hangar, Box-Hangar Restroom and Garage maintenance shall be the responsibility of Manager.

- (c) Manager shall pay all T-Hangar, Box-Hangar, Box-Hangar Restroom, Garage, Terminal and Office building utilities including gas, electric, water, sewer, cleaning and window cleaning. All utility accounts shall be in the name of the Manager except for the runway lighting electric account and the overhead obstruction lighting account that shall remain in the name of the Owner.
- (d) Manager shall perform all daily inspections, monthly cleaning, runway light repair (including all above ground but specifically excluding underground cables only which shall be the responsibility of Owner), mowing and day-to-day maintenance.
- (e) Manager shall perform all snow and/or ice removal on the airport property except for snow removal for those areas identified on Exhibit "A".
  - i) For the areas identified on Exhibit "A", snow and/or ice removal shall be performed by Exec 1 Aviation and/or a private contractor retained by the Owner in accordance with separate snow removal agreements. The Owner shall be responsible for compensating Exec 1 Aviation and the private contractor for the labor and equipment costs to complete snow and/or ice removal according to the said separate agreements.
  - ii) Manager shall order, store, handle and apply all granular and liquid deicing chemicals. Owner shall compensate Manager for material costs for said chemicals. Owner shall provide the specialty trailer used to apply the liquid deicing chemicals. Manager shall operate said trailer.

2.3 INDEPENDENT CONTRACTOR: Manager covenants and agrees to perform the services covered under this Agreement and Owner authorizes Manager to perform such services on behalf of Owner. The Manager in performance of its duties under this Agreement is an independent contractor and it is expressly understood and agreed that payments hereunder shall be payments by Owner to Manager as an independent contractor and not as an employee, partner or joint venture of Owner.

2.4 MANAGER'S PRINCIPALS: Manager acknowledges that Owner's selection of Manager to manage the Premises is based in part on the identity of the individuals who are the principals of Manager. As such, Manager agrees to provide Owner with written notice of any changes in the organizational structure or the individuals involved in Manager within five (5) business days of any change.

### ARTICLE III

#### MANAGER RESPONSIBILITIES

3.1 CURRENT AGREEMENTS: The duties and responsibilities of Manager as set forth in all current agreements, as the same may be amended from time to time, between the Owner and the Manager shall continue in full force and effect. This Agreement is intended to supplement and clarify those matters between the parties as are specifically addressed in this Agreement. Provided, however, in the event of any conflict between this Agreement and any other agreement between the parties, this Agreement shall control.

3.2 LEASES: Owner hereby delegates to Manager the management responsibility for T-Hangar Leases, Box-Hangar Leases, Garage Leases and Tie Down Leases entered into by and between Owner and Tenants, including the obligation to annually inspect hangars for Lease violations. Manager understands that no changes to any Lease provision shall be made without first obtaining the approval of Owner at a meeting on which said lease changes are on the agenda for consideration by Owner.

3.3 EMPLOYEES: Manager shall employ or contract with at all times a sufficient number of capable employees or contractors to properly, safely and economically manage, operate and maintain the Premises.

All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees or contractors are the responsibility of the Manager. Manager shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions under Manager's control and other employer-employee related subjects. Manager represents that it is and will continue to be an Equal Opportunity Employer.

- 3.4 **AUTHORIZATION:** In connection with the authority granted to Manager, Owner shall have the right to implement certain audit rights, policies and procedures as Owner deems necessary, in its sole and absolute discretion, to ensure Manager's compliance with the terms and conditions described herein. Manager hereby agrees to cooperate with Owner in Owner's implementation and Manager further agrees to provide any and all documentation, correspondence, agreements, etc. in connection therewith.
- 3.5 **COMPLIANCE WITH LAWS:** Manager shall not in the performance of its services hereunder violate any federal, state, municipal or other governmental law, ordinance, rule or regulation, and Manager shall cause all such acts and things to be done, to comply with any and all such law, ordinance, rule or regulation affecting the Premises.

Manager shall not in performance of its services hereunder violate, and shall comply in all respects with the terms of, any ground lease, space lease, mortgage, deed of trust or other security instrument binding on or affecting the Premises. In the event of a conflict between the terms of any such document and the terms of this Agreement, Manager shall not take any action except to notify Owner and await Owner's written instructions.

- 3.6 **NOTAMS:** Manager has all responsibility for issuing NOTAMS and for all correspondence with the FAA and pilots concerning airport flying operations and conditions.

#### ARTICLE IV

##### HOLD HARMLESS AND MANAGER INSURANCE

- 4.1 **HOLD HARMLESS.** Manager agrees to indemnify, defend, hold and save Owner free and harmless from any demand, suit, proceeding, claim or judgment resulting there from, for damages or injuries to persons or property (including but not limited to defense costs and reasonable attorney's fees) resulting from any of the following:
- (i) The gross negligence or willful misconduct or criminal acts of Manager, its agents, servants and/or employees.
  - (ii) Manager's refusal to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority.
  - (iii) Manager's breach of this Agreement.

Manager agrees to defend promptly and diligently, at Manager's sole expense, any claim, action or proceeding brought against Manager and/or Manager and Owner, jointly or severally, arising out of or connected with any of the foregoing in subparagraph (i), (ii) and (iii) above, and to hold harmless and fully indemnify Owner from any judgment, loss or settlement on account thereof. The indemnity herein set forth is for the sole and exclusive benefit of Owner and is not assignable to, nor shall inure to the benefit of, by subrogation or otherwise, any third party, or any subsidiary of Owner's company including but not limited to any party providing insurance coverage to either Owner or Manager.

- 4.2 **MANAGER'S INSURANCE:** Manager during the term of this Agreement shall keep in force, at its expense, all insurance required by the agreements between the Owner and Manager. Certificates of insurance shall be delivered to Owner prior to the Commencement Date of the Agreement and thereafter at least ten (10) days prior to the expiration date of the old policy. Each policy of insurance shall provide

notification to Owner at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

## ARTICLE V

### RESPONSIBILITIES OF OWNER

- 5.1 **PROPERTY DOCUMENTATION:** In order for Manager to set-up and establish operations, Owner shall provide to Manager such information, documents and certificates regarding the Premises as Manager shall reasonably request and as Owner has in its possession.
- 5.2 **SPECIFIC RESPONSIBILITIES:**
- (a) Owner shall continue to be responsible for runways and farm ground including the wetlands and the perimeter fence around the airport, complete runway light system change out and instrument approach system.
  - (b) Owner shall be responsible for major structural repairs to buildings including roofs and hangar doors (except as set out in Article II).
  - (c) Provided, however, Manager is required to notify Owner within 24 hours of any matter Manager believes is Owner's responsibility. All communication with Owner shall be with the designated Airport Manager either in person or by telephone.

## ARTICLE VI

### COMPENSATION

- 6.1 **MANAGEMENT FEE:** Manager shall, for its services, receive all T-Hangar, Box-Hangar, Garage and Tie-down rental income. In addition, Owner shall pay to Manager the sum of \$60,000; payable in monthly installments of \$5,000 per month on or before the 1<sup>st</sup> day of each month during the term of this Agreement.
- 6.2 **OWNER FEE:** Owner shall, in consideration of the management of Leases by Manager, receive the following on or before the 1<sup>st</sup> day of each month during the term of this Agreement:
- The sum of \$3,000 per month.
  - 33% of the Lease income from the Owner's T-Hangars and Garages as if they are fully leased.
  - 33% of the Lease income from the Owner's Box-Hangars as if they are fully leased.
  - 33% of the Lease income from the Tie-Downs.
  - 33% of all lease default penalty fees.

## ARTICLE VII

### TERM AND TERMINATION

- 7.1 **TERM:** This Agreement shall commence on the Commencement Date and shall continue thereafter until December 31<sup>st</sup> of the current year. This Agreement may be terminated with Cause (as defined below) by Owner upon not less than thirty (30) days advance written notice and by Manager upon not less than sixty (60) days advance written notice from the party so terminating.

7.2 TERMINATION FOR CAUSE:

- (a) For purposes of this Agreement "Cause" shall mean the occurrence of any of the following:
  - (i) Any breach of this Agreement by Manager.
  - (ii) Termination by Bankruptcy: If a petition for bankruptcy reorganization or rearrangement is filed under state or federal insolvency statutes by or against Manager or Manager shall make an assignment for the benefit of creditors or take advantage of any insolvency act.
  - (iii) Fraud: In the event Manager should commit fraud against Owner or be convicted of an illegal act or misappropriate funds of Owner.
  - (iv) Ownership Change: In the event that more than fifty percent (50%) of the beneficial ownership of Manager is transferred to persons or entities who are not employees or partners of Manager.
- (b) Except to the extent set out in subparagraph 7.3(c) below, no fee shall be payable in the event Owner elects to terminate this Agreement for Cause.

7.3 MANAGER'S OBLIGATIONS AFTER TERMINATION: Upon the termination of this Agreement Manager shall promptly and in no event later than ten (10) days following the date of termination:

- (a) Deliver Records: Deliver to Owner, or such other person or persons designated by Owner, copies of all books and records of the Premises and all funds in the possession of Manager belonging to Owner or received by Manager pursuant to the terms of this Agreement.
- (b) Assignment: Assign, transfer or convey to Owner all T-Hangar, Garage and Tie-down Leases.
- (c) Termination of Obligations; Rights to Compensation: Upon any termination pursuant to this Article, the respective obligations of the parties hereto shall cease as of the date specified in the notice of termination provided each party shall be entitled to receive any and all compensation which may be due hereunder prorated to the time of such termination or expiration.

ARTICLE VIII

NOTICES AND ASSIGNMENTS

- 8.1 NOTICES: All notices, demands, consents, and reports provided for in this Agreement shall be in writing and shall be given to Owner or Manager at that address set forth below or at such other address as they individually may specify thereafter in writing:

OWNER: Polk County Aviation Authority  
410 West 1<sup>st</sup> Street  
Ankeny, IA 50021

MANAGER: Exec 1 Aviation II, L.L.C.  
3700 SE Convenience Boulevard  
Ankeny, IA 50021

Any such notice or other communication shall be deemed received immediately upon delivery in person or five (5) days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the foregoing address. Such notices, demands, consents, and



reports may also be delivered and deemed received by any other method or means permitted by law and providing proof of delivery.

8.2 ASSIGNMENTS: This Agreement and all rights hereunder shall not be assignable by Manager. Subject to the foregoing limitations on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Agreement, a reference is made to any of the parties hereto; such reference shall be deemed to include a reference to the successors and assigns of such parties.

ARTICLE IX  
MISCELLANEOUS

9.1 CONSENT AND APPROVALS: Owner's consents or approvals may be given only by representatives of Owner from time to time designated in writing by a duly authorized representative of Owner.

9.2 AMENDMENTS: Any amendments, additions or deletions to this Agreement shall be null and void unless made by the parties in writing.

9.3 EXHIBITS INCORPORATED: All of the Exhibits attached to this Agreement are hereby deemed incorporated into this Agreement and made a part thereof.

9.4 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

Manager  
EXEC 1 AVIATION II, L.L.C.

Owner  
POLK COUNTY AVIATION AUTHORITY

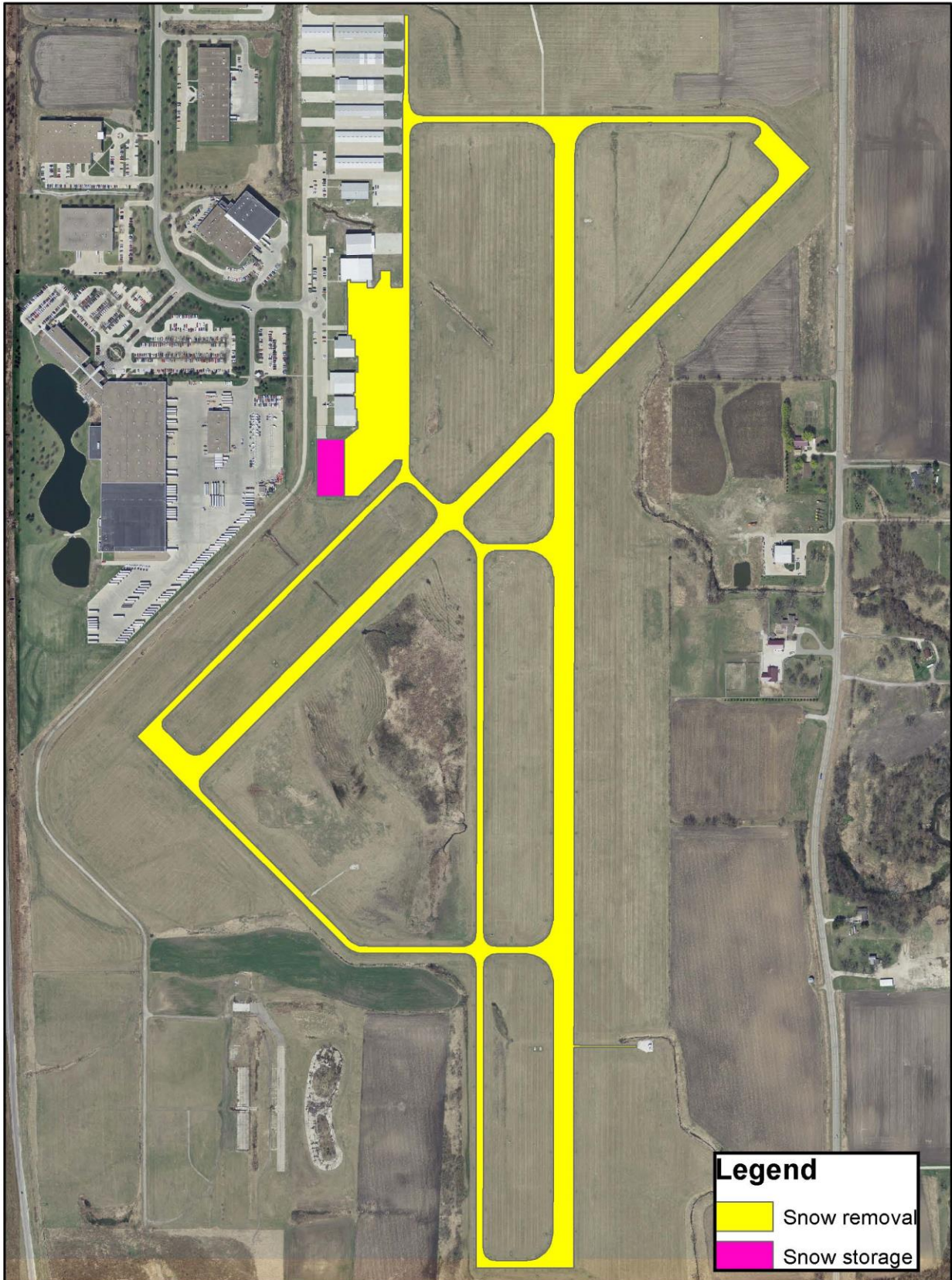
By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

# Attachment A



**2024**

**MANAGEMENT AGREEMENT**

**Between**

**POLK COUNTY AVIATION AUTHORITY, OWNER**

**and**

**EXEC 1 AVIATION II, L.L.C., MANAGER**

**For**

**ANKENY REGIONAL AIRPORT**

## MANAGEMENT AGREEMENT

THIS AGREEMENT is made and effective as of the 7th day of March, 2024 by and between **POLK COUNTY AVIATION AUTHORITY** (herein referred to as "Owner") and **EXEC 1 AVIATION II, L.L.C.** (herein referred to as "Manager"), amending and being a substitution for the original Management Agreement dated January 1, 2012.

### WITNESSETH:

In consideration of the covenants herein contained, the parties hereto agree as follows:

### ARTICLE I

#### APPOINTMENT AND AUTHORITY OF MANAGER

- 1.1 **APPOINTMENT:** Owner hereby appoints Manager as the managing and leasing agent for the T-Hangars, Garages and Tie-Down leases and as the manager of the other real property owned by the Owner (collectively the "Premises") but specifically excluding all runways and farm ground. Owner hereby authorizes Manager to exercise such powers with respect to the Premises as may be necessary for the performance of Manager's obligations under the terms of this Agreement and Manager accepts such appointment under the terms and conditions hereinafter set forth.
- 1.2 **COMMENCEMENT DATE:** Manager's duties and responsibilities under this Agreement shall begin the 1st day of January 2024 (the "Commencement Date") and shall continue until the 31st day of December 2024 unless otherwise terminated in accordance with this Agreement.

### ARTICLE II

#### MANAGER'S AGREEMENTS

- 2.1 **GENERAL RESPONSIBILITY:** Manager, on behalf of Owner, shall implement, or cause to be implemented the decisions of Owner with respect to the Premises and shall conduct the ordinary and usual business affairs of Owner as provided in this Agreement. Manager agrees to use its best efforts in the management, operation, and leasing of the Premises and to comply with such instructions and policies as may be reasonably requested by Owner.
- 2.2 **SPECIFIC RESPONSIBILITY:**
  - (a) Manager shall collect all T-Hangar, **Box-Hangar**, Garage and Tie-Down rent in return for performing all lease, maintenance and customer service duties. Manager's lease duties include but are not limited to lease renewals, insurance renewals, and lease compliance. Provided, however, that at such time as Manager has exhausted all legal means of lease compliance without success, Manager shall refer the lease to Owner's legal counsel for termination of said lease. Manager shall monthly provide an Aging Report, Insurance Report, Action Taken Report, and Repair Report and quarterly provide a detailed listing of hangar repair and maintenance to the Owner.
  - (b) All T-Hangar, **Box-Hangar**, **Box-Hangar Restroom** and Garage maintenance shall be the responsibility of Manager.

- (c) Manager shall pay all T-Hangar, **Box-Hangar, Box-Hangar Restroom**, Garage, Terminal and Office building utilities including gas, electric, water, sewer, cleaning and window cleaning. All utility accounts shall be in the name of the Manager except for the runway lighting electric account and the overhead obstruction lighting account that shall remain in the name of the Owner.
- (d) Manager shall perform all daily inspections, monthly cleaning, runway light repair (including all above ground but specifically excluding underground cables only which shall be the responsibility of Owner), mowing and day-to-day maintenance.
- (e) Manager shall perform all snow and/or ice removal on the airport property except for snow removal for those areas identified on Exhibit "A".
  - i) For the areas identified on Exhibit "A", snow and/or ice removal shall be performed by Exec 1 Aviation and/or a private contractor retained by the Owner in accordance with separate snow removal agreements. The Owner shall be responsible for compensating Exec 1 Aviation and the private contractor for the labor and equipment costs to complete snow and/or ice removal according to the said separate agreements.
  - ii) Manager shall order, store, handle and apply all granular and liquid deicing chemicals. Owner shall compensate Manager for material costs for said chemicals. Owner shall provide the specialty trailer used to apply the liquid deicing chemicals. Manager shall operate said trailer.

2.3 INDEPENDENT CONTRACTOR: Manager covenants and agrees to perform the services covered under this Agreement and Owner authorizes Manager to perform such services on behalf of Owner. The Manager in performance of its duties under this Agreement is an independent contractor and it is expressly understood and agreed that payments hereunder shall be payments by Owner to Manager as an independent contractor and not as an employee, partner or joint venture of Owner.

2.4 MANAGER'S PRINCIPALS: Manager acknowledges that Owner's selection of Manager to manage the Premises is based in part on the identity of the individuals who are the principals of Manager. As such, Manager agrees to provide Owner with written notice of any changes in the organizational structure or the individuals involved in Manager within five (5) business days of any change.

### ARTICLE III

#### MANAGER RESPONSIBILITIES

- 3.1 CURRENT AGREEMENTS: The duties and responsibilities of Manager as set forth in all current agreements, as the same may be amended from time to time, between the Owner and the Manager shall continue in full force and effect. This Agreement is intended to supplement and clarify those matters between the parties as are specifically addressed in this Agreement. Provided, however, in the event of any conflict between this Agreement and any other agreement between the parties, this Agreement shall control.
- 3.2 LEASES: Owner hereby delegates to Manager the management responsibility for **T-Hangar Leases, Box-Hangar Leases**, Garage Leases and Tie Down Leases entered into by and between Owner and Tenants, including the obligation to annually inspect hangars for Lease violations. Manager understands that no changes to any Lease provision shall be made without first obtaining the approval of Owner at a meeting on which said lease changes are on the agenda for consideration by Owner.
- 3.3 EMPLOYEES: Manager shall employ or contract with at all times a sufficient number of capable employees or contractors to properly, safely and economically manage, operate and maintain the Premises.

All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees or contractors are the responsibility of the Manager. Manager shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions under Manager's control and other employer-employee related subjects. Manager represents that it is and will continue to be an Equal Opportunity Employer.

- 3.4 AUTHORIZATION: In connection with the authority granted to Manager, Owner shall have the right to implement certain audit rights, policies and procedures as Owner deems necessary, in its sole and absolute discretion, to ensure Manager's compliance with the terms and conditions described herein. Manager hereby agrees to cooperate with Owner in Owner's implementation and Manager further agrees to provide any and all documentation, correspondence, agreements, etc. in connection therewith.
- 3.5 COMPLIANCE WITH LAWS: Manager shall not in the performance of its services hereunder violate any federal, state, municipal or other governmental law, ordinance, rule or regulation, and Manager shall cause all such acts and things to be done, to comply with any and all such law, ordinance, rule or regulation affecting the Premises.

Manager shall not in performance of its services hereunder violate, and shall comply in all respects with the terms of, any ground lease, space lease, mortgage, deed of trust or other security instrument binding on or affecting the Premises. In the event of a conflict between the terms of any such document and the terms of this Agreement, Manager shall not take any action except to notify Owner and await Owner's written instructions.

- 3.6 NOTAMS: Manager has all responsibility for issuing NOTAMS and for all correspondence with the FAA and pilots concerning airport flying operations and conditions.

#### ARTICLE IV

##### HOLD HARMLESS AND MANAGER INSURANCE

- 4.1 HOLD HARMLESS. Manager agrees to indemnify, defend, hold and save Owner free and harmless from any demand, suit, proceeding, claim or judgment resulting there from, for damages or injuries to persons or property (including but not limited to defense costs and reasonable attorney's fees) resulting from any of the following:
- (i) The gross negligence or willful misconduct or criminal acts of Manager, its agents, servants and/or employees.
  - (ii) Manager's refusal to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority.
  - (iii) Manager's breach of this Agreement.

Manager agrees to defend promptly and diligently, at Manager's sole expense, any claim, action or proceeding brought against Manager and/or Manager and Owner, jointly or severally, arising out of or connected with any of the foregoing in subparagraph (i), (ii) and (iii) above, and to hold harmless and fully indemnify Owner from any judgment, loss or settlement on account thereof. The indemnity herein set forth is for the sole and exclusive benefit of Owner and is not assignable to, nor shall inure to the benefit of, by subrogation or otherwise, any third party, or any subsidiary of Owner's company including but not limited to any party providing insurance coverage to either Owner or Manager.

- 4.2 MANAGER'S INSURANCE: Manager during the term of this Agreement shall keep in force, at its expense, all insurance required by the agreements between the Owner and Manager. Certificates of insurance shall be delivered to Owner prior to the Commencement Date of the Agreement and thereafter at least ten (10) days prior to the expiration date of the old policy. Each policy of insurance shall provide



notification to Owner at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

## ARTICLE V

### RESPONSIBILITIES OF OWNER

- 5.1 PROPERTY DOCUMENTATION: In order for Manager to set-up and establish operations, Owner shall provide to Manager such information, documents and certificates regarding the Premises as Manager shall reasonably request and as Owner has in its possession.
- 5.2 SPECIFIC RESPONSIBILITIES:
- (a) Owner shall continue to be responsible for runways and farm ground including the wetlands and the perimeter fence around the airport, complete runway light system change out and instrument approach system.
  - (b) Owner shall be responsible for major structural repairs to buildings including roofs and hangar doors (except as set out in Article II).
  - (c) Provided, however, Manager is required to notify Owner within 24 hours of any matter Manager believes is Owner's responsibility. All communication with Owner shall be with the designated Airport Manager either in person or by telephone.

## ARTICLE VI

### COMPENSATION

- 6.1 MANAGEMENT FEE: Manager shall, for its services, receive all T-Hangar, **Box-Hangar**, Garage and Tie-down rental income. In addition, Owner shall pay to Manager the sum of \$60,000; payable in monthly installments of \$5,000 per month on or before the 1<sup>st</sup> day of each month during the term of this Agreement.
- 6.2 **OWNER FEE: Owner shall, in consideration of the management of Leases by Manager, receive the following on or before the 1<sup>st</sup> day of each month during the term of this Agreement:**
- The sum of \$3,000 per month.
  - 33% of the Lease income from the Owner's T-Hangars and Garages as if they are fully leased.
  - 33% of the Lease income from the Owner's Box-Hangars as if they are fully leased.
  - 33% of the Lease income from the Tie-Downs.
  - 33% of all lease default penalty fees.

## ARTICLE VII

### TERM AND TERMINATION

- 7.1 TERM: This Agreement shall commence on the Commencement Date and shall continue thereafter until December 31<sup>st</sup> of the current year. This Agreement may be terminated with Cause (as defined below) by Owner upon not less than thirty (30) days advance written notice and by Manager upon not less than sixty (60) days advance written notice from the party so terminating.

7.2 TERMINATION FOR CAUSE:

- (a) For purposes of this Agreement "Cause" shall mean the occurrence of any of the following:
  - (i) Any breach of this Agreement by Manager.
  - (ii) Termination by Bankruptcy: If a petition for bankruptcy reorganization or rearrangement is filed under state or federal insolvency statutes by or against Manager or Manager shall make an assignment for the benefit of creditors or take advantage of any insolvency act.
  - (iii) Fraud: In the event Manager should commit fraud against Owner or be convicted of an illegal act or misappropriate funds of Owner.
  - (iv) Ownership Change: In the event that more than fifty percent (50%) of the beneficial ownership of Manager is transferred to persons or entities who are not employees or partners of Manager.
- (b) Except to the extent set out in subparagraph 7.3(c) below, no fee shall be payable in the event Owner elects to terminate this Agreement for Cause.

7.3 MANAGER'S OBLIGATIONS AFTER TERMINATION: Upon the termination of this Agreement Manager shall promptly and in no event later than ten (10) days following the date of termination:

- (a) Deliver Records: Deliver to Owner, or such other person or persons designated by Owner, copies of all books and records of the Premises and all funds in the possession of Manager belonging to Owner or received by Manager pursuant to the terms of this Agreement.
- (b) Assignment: Assign, transfer or convey to Owner all T-Hangar, Garage and Tie-down Leases.
- (c) Termination of Obligations; Rights to Compensation: Upon any termination pursuant to this Article, the respective obligations of the parties hereto shall cease as of the date specified in the notice of termination provided each party shall be entitled to receive any and all compensation which may be due hereunder prorated to the time of such termination or expiration.

ARTICLE VIII

NOTICES AND ASSIGNMENTS

- 8.1 NOTICES: All notices, demands, consents, and reports provided for in this Agreement shall be in writing and shall be given to Owner or Manager at that address set forth below or at such other address as they individually may specify thereafter in writing:

OWNER: Polk County Aviation Authority  
410 West 1<sup>st</sup> Street  
Ankeny, IA 50021

MANAGER: Exec 1 Aviation II, L.L.C.  
3700 SE Convenience Boulevard  
Ankeny, IA 50021

Any such notice or other communication shall be deemed received immediately upon delivery in person or five (5) days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the foregoing address. Such notices, demands, consents, and



reports may also be delivered and deemed received by any other method or means permitted by law and providing proof of delivery.

8.2 ASSIGNMENTS: This Agreement and all rights hereunder shall not be assignable by Manager. Subject to the foregoing limitations on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Agreement, a reference is made to any of the parties hereto; such reference shall be deemed to include a reference to the successors and assigns of such parties.

ARTICLE IX  
MISCELLANEOUS

9.1 CONSENT AND APPROVALS: Owner's consents or approvals may be given only by representatives of Owner from time to time designated in writing by a duly authorized representative of Owner.

9.2 AMENDMENTS: Any amendments, additions or deletions to this Agreement shall be null and void unless made by the parties in writing.

9.3 EXHIBITS INCORPORATED: All of the Exhibits attached to this Agreement are hereby deemed incorporated into this Agreement and made a part thereof.

9.4 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

Manager  
EXEC 1 AVIATION II, L.L.C.

Owner  
POLK COUNTY AVIATION AUTHORITY

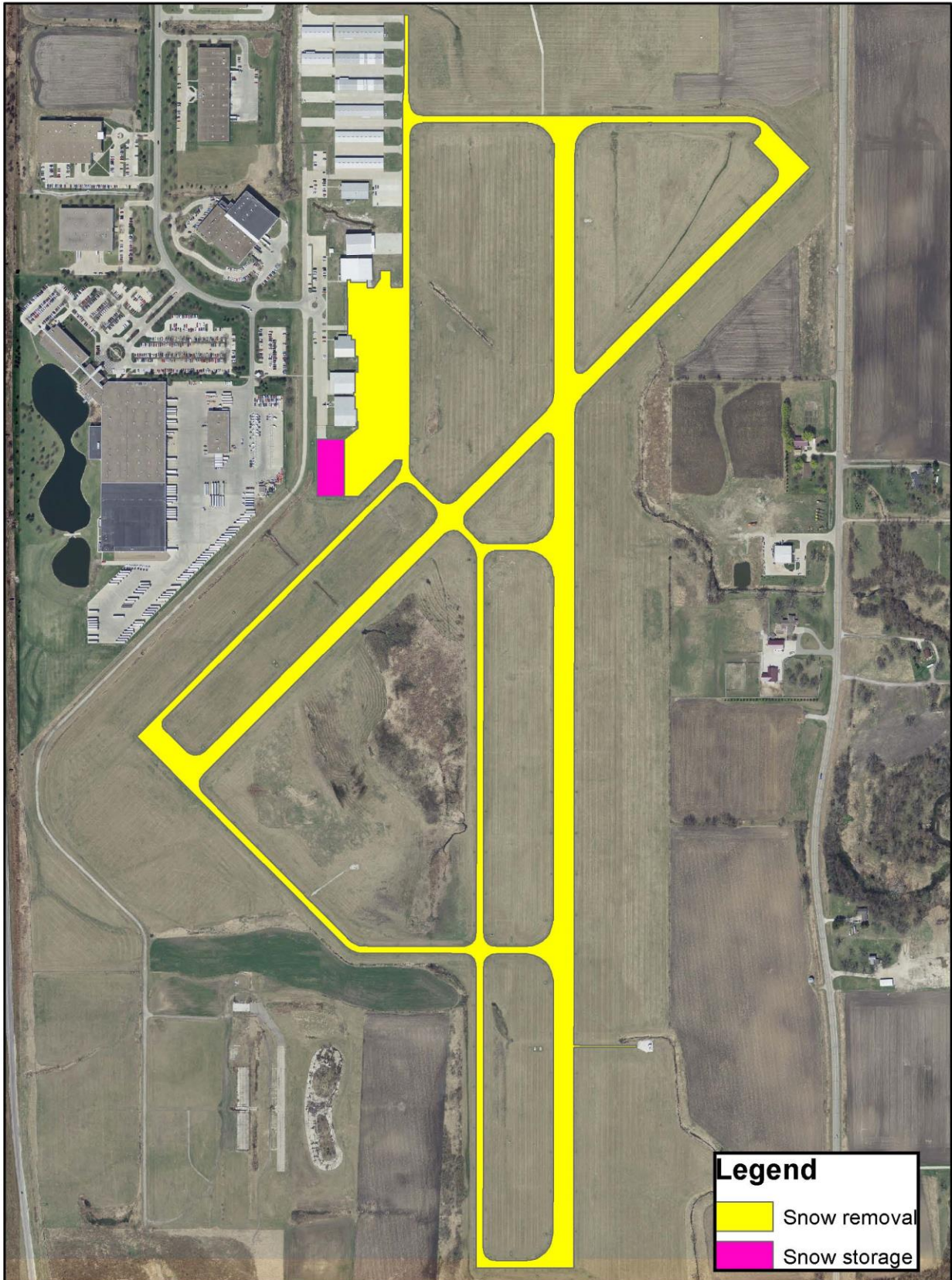
By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

# Attachment A



??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Exercise Financial Discipline

??

---

ACTION REQUESTED:  
Motion

---

LEGAL:  
Item Reviewed by Legal Counsel

---

SUBJECT:  
Consider motion to approve the Ankeny Regional Airport - Box Hangar Lease Form to facilitate the annual leasing of the first two North Property Line Box Hangars.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Standard Lease Form</a>

**ANKENY REGIONAL AIRPORT – BOX HANGAR LEASE**

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and \_\_\_\_\_, having a principal address at \_\_\_\_\_, herein referred to as Lessee.

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Airplane Make and Model: \_\_\_\_\_

Type of Aircraft:  Single-engine  Multi-engine  Jet  Helicopter  Glider  Other: \_\_\_\_\_

Airplane Identification Number: **N-**\_\_\_\_\_

Is this aircraft sometimes stored at another airport?  No  Yes

If "Yes", approximately what percent of time will it be kept at the Ankeny Regional Airport? \_\_\_\_\_ %

**SECTION ONE – HANGAR AND GROUND SPACE**

Lessor leases to Lessee that portion of the airport premises described as follows: **Box Hangar #** \_\_\_\_\_, together with the other improvements currently located on such premises.

Lessee shall not park cars, vans, trucks or other vehicles on the Airport other than in designated parking areas or in the leased premises while Lessee is flying its aircraft. Lessee’s right to drive on the Airport property shall be governed by City of Ankeny, Polk County Aviation Authority and United States Homeland Security statutes, regulations, rules and directives.

**SECTION TWO – TERM**

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on \_\_\_\_\_, **2024** and ending on **December 31, 2024**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the box hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the box hangar to finish building a plane, Lessee may continue to lease the box hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

In the event Lessee requests early Lease termination, Lessee will be required on the date of requesting Lease termination to: (1) not be in default under the Lease; and (2) tender a check for three months rental payments or the remainder of the Lease term, whichever is less. Provided, however, in the event that a replacement Lessee is found for the box hangar Lessee shall be required to pay rental payments only until commencement of the term of the replacement Lessee.

**SECTION THREE – RENTALS AND CHARGES**

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **Nine Hundred Dollars (\$900.00)** to be held and disbursed as a rental deposit.

Upon the termination of this Lease, absent any damages beyond the normal wear and tear to the leased premises, failure to return keys requiring an expense to rekey, and absent any default or violation of the provisions of this Lease which allows Lessor to retain all or part of the security deposit, Lessor shall refund Lessee’s security deposit in accordance with applicable state and local laws. In the absence of any state or local laws regarding the returning of security deposits, and upon the above conditions being met, Lessor shall refund Lessee’s security deposit within thirty (30) days of the date of termination of this Lease. Also, in the absence of any state or local laws, if Lessee gives Lessor an incorrect or incomplete forwarding address, or if Lessee does not give Lessor a forwarding address, and Lessor is unable, after reasonable

investigation, to determine Lessee's new mailing address within sixty (60) days from the date of termination of the Lease, the security deposit shall become the unconditional property of the Lessor.

Lessee agrees to pay Lessor for the exclusive use of the **box** hangar the sum of **Ten Thousand Eight Hundred Dollars (\$10,800.00) per annum**, computed at the rate of **Nine Hundred Dollars (\$900.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

In the event of continued possession by Lessee, beyond the expiration of its tenancy (and absent a written agreement by both parties for an extension of this lease, or for a new lease) Lessee shall pay rent in a monthly amount equal to One Hundred Fifty Percent (150%) of the monthly rental amount.

In the event the leased premises or the means of access thereto shall be damaged by fire or other cause, the rent shall not abate, provided that the box hangar is not rendered untenable by such damage. In the event the leased premises is rendered untenable and the Lessor elects to repair it the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate.

#### SECTION FOUR – PROHIBITED ACTS

- a. Lessee shall not use the leased premises to compete in any way with any service offered by a Fixed Base Operator (FBO) located on the airport, including flight instructions, air charter, fuel or oil sales and maintenance, except Lessee may use the leased premises for maintenance performed by Lessee upon Lessee's aircraft.
- b. Except as set out in Section Two above, Lessee shall not use the leased premises for storage of unflyable aircraft or the construction of aircraft. Lessee shall keep only flight-worthy aircraft housed in the leased premises.
- c. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's aircraft which is in the aircraft when it is housed on the leased premises and no more than two (2) cases of lubricating oil in closed containers. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters, that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.
- d. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.
- e. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.
- f. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.

#### SECTION FIVE – MAINTENANCE AND UTILITIES

- a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights, electric heater, air compressor and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.
- b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the leased premises used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the leased premises in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

#### SECTION SIX – STATUTES, ORDINANCES, LICENSES, RULES AND REGULATIONS

Lessee shall obtain, at its expense, all necessary licenses and permits. Lessee shall comply with all federal, state and local laws and ordinances. Further, Lessee shall comply with all the terms and conditions of any bonds used to acquire any airport property and with all rules and regulations promulgated by Lessor.

Lessee shall at all times comply with all applicable federal, state and local environmental laws and regulations with regard to the Ankeny Regional Airport.

Lessee shall indemnify, defend and hold Lessor harmless against and with respect to any and all damages, claims, losses, liabilities, fines, penalties, and expenses of any kind, including without limitation, reasonable legal and consulting expenses (including attorney and expert fees and the costs of litigation before any court or agency), incurred by Lessor or which are asserted against or imposed upon Lessor by any other party (including without limit any governmental entity) to the extent the event or environmental condition was caused or contributed to by Lessee's activities on or use of the Airport.

**SECTION SEVEN – INSURANCE AND WAIVER**

Lessee shall, at Lessee's expense, keep Lessee's aircraft insured with adequate insurance at all times during the effective dates of this Lease and shall likewise be solely responsible for securing at its own expense whatever insurance coverage it may desire on the contents of the leased premises. With this Lease, Lessee shall deliver to the Lessor certificates or binders evidencing the existence of the required insurance.

Lessor assumes no responsibility for loss of use, damage or destruction of personal property or injuries to persons occasioned by Lessee's use of the leased premises. Lessee's signature below is a waiver of any liability on the part of Lessor to Lessee and/or its invitees arising out of Lessee's occupancy and/or use of the leased premises.

**SECTION EIGHT – INDEMNIFICATION OF LESSOR**

Lessee agrees to pay Lessor, indemnify Lessor and hold Lessor harmless against any and all liability for injuries to persons or damage to property caused by Lessee's negligent use of or occupancy of the leased premises or caused by the negligence of any Lessee's employees, officers, agents, guests or invitees; provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its agents or employees and provided further that Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest, and Lessee shall do the same regarding prompt and timely notice.

To the extent permitted by law, Lessee hereby releases Lessor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Lessor, from and against any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any Lessee liability or workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the term of this Agreement. Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Lessee to recover thereunder.

**SECTION NINE – TERMINATION BY LESSOR**

If Lessee fails to make any payment due under this agreement within ten (10) days of the date on which such payment is due, or cure any other event of default within ten (10) days, Lessor, at its option, may terminate this agreement and take possession of so much of Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid. Lessor shall also have the right to immediately terminate this agreement in the event Lessee performs or allows to be performed any prohibited activities on the premises.

**SECTION TEN – INSPECTION BY LESSOR**

Lessor or its agent may enter the premises now or hereafter leased exclusively to Lessee at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this Agreement, and to assure the safety of other box hangar Lessees and airport users.

Lessor shall maintain the building and appurtenances; provided however, that Lessor shall not be obligated to make repairs occasioned by the negligent uses or action of Lessee; including but not limited to Lessee's alteration of the hangar

door opener. If Lessor determines that the necessary repairs are the result of Lessee's negligence, Lessor shall notify Lessee in writing and Lessee shall have thirty (30) days within which to complete the repairs. If the repair is not completed in the allotted time, Lessor may have the damage repaired and bill Lessee for the cost.

**SECTION ELEVEN – ASSIGNMENT AND SUBLETTING**

Lessee shall not at any time assign or sublet its rights under this agreement or any part thereof without the written consent of Lessor. No such assignment or subletting shall release Lessee from its obligations to pay any and all of the rentals and charges set forth in this agreement.

**SECTION TWELVE – SUBORDINATION**

This agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States and/or the State of Iowa relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.

**SECTION THIRTEEN – NOTICE**

All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified next to their signature block, (2) hand delivered to the intended address, (3) sent by facsimile transmission, followed by a confirmatory letter, or (4) sent by electronic transmission, followed by a confirmatory letter. A copy of all notices to Lessee shall be delivered in one of the afore described methods to:

<b>LESSOR:</b>	<b>LESSEE:</b>
<b>Polk County Aviation Authority</b> _____	Name: _____
<b>c/o Exec 1 Aviation</b> _____	Address: _____
<b>3700 SE Convenience Blvd</b> _____	_____
<b>Ankeny, Iowa 50021</b> _____	City, State Zip: _____
e-mail: <b>hangar@exec1aviation.com</b> _____	e-mail: _____

All notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

<b>LESSOR:</b>	<b>LESSEE:</b>
Name: <b>Polk County Aviation Authority</b> _____	Name: _____
Signed: _____	Signed: _____
Title: _____ <b>Chairperson</b> _____	Title: _____
Date: _____	Date: _____



??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Upgrade Essential Infrastructure

??

---

ACTION REQUESTED:  
Motion

---

LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to approve Change Order No. 1 in the amount of \$425.00 to Wood Roofing & Sheet Metal for additional work on the T-hangars Gutter Replacement Project.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Change Order No. 1</a>



5225 NE 17th Street  
Des Moines, IA 50313

**515.244.2711**

**Feb 16<sup>th</sup> 2024**

**To: Mr. Paul Moritz, P.E.  
Ankeny Regional Airport  
3700 SE Convenience Blvd.  
Ankeny, Iowa 50021**

**Re: WRS Project #23-10004: T-Hangars Gutter Replacement Project  
CHANGE ORDER #1**

We propose to provide labor, materials, equipment & supervision to complete the following:

*Furnish and put in place; 12 new splash pads at East Downspout Spill Outs*

- Remove and dispose of any existing splash pads
- Provide New Splash Pads as required areas
- All work done as per industry standards.
- Clean area and dispose of debris.
- 

**TOTAL COST: \$425.00 (excludes sales tax)**

- Any additional work not outlined above is excluded from this proposal.
- Any additional work approved by the property manager during the project will be on T & M basis

Accepted and Agreed: The prices and conditions herein this agreement are satisfactory and hereby accepted. You are authorized to proceed and schedule this project at the above-mentioned facility as specified. *(Must be signed by authorized persons, written approval via email is also acceptable)*

Authorized Person: \_\_\_\_\_ Date: \_\_\_\_\_

WRS Service Manager: \_\_\_\_\_ Date: \_\_\_\_\_

*The WRS team looks forward to being of service!*  
Nick Ray – Sheet Metal Div. Manager - [NRay@wrsia.com](mailto:NRay@wrsia.com)

Proposed:



Specifications <span>^</span>			
Product Type	Splash Block	Color/Finish	Gray
Material	Concrete	Overall Length	23.5 inch
Overall Width	8 inch	For Use With	Downspout
Weight	30 pound	Shipping Dimensions	24.00 H x 12.00 W x 2.50 D

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Enhance Quality of Life

??

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to adopt **RESOLUTION** authorizing the execution of Task Order No. 5 for design and bidding services with McClure Engineering Company, Inc. for the Entrance and Interstate Signing Project.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: ??**No**

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
<a href="#">Resolution</a>
<a href="#">Task Order 5</a>

**RESOLUTION 2024-**

**A RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NO. 5 FOR DESIGN AND BIDDING SERVICES WITH McCLURE ENGINEERING COMPANY, INC. FOR THE ENTRANCE AND INTERSTATE SIGNING PROJECT**

**WHEREAS**, the Polk County Aviation Authority is responsible for the maintenance and expansion of the facilities at the Ankeny Regional Airport, including runways, taxiways and ramp areas and

**WHEREAS**, to provide better visibility and awareness of the airport facility, the Authority is undertaking a project to install lighted monument signs in the SE Convenience Boulevard entrance round-about and on the Interstate 35 airport frontage, and

**WHEREAS**, the preliminary design for the two large signs is completed at this time by 818 Design Services, so that the project can move into the final design/bidding phase, and

**WHEREAS**, McClure Engineering Company has prepared Task Order No. 5 which establishes the scope of the design and bidding services needed to advance the project to the construction phase later this summer for an amount not to exceed \$23,590.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the Polk County Aviation Authority approves Task Order No. 5 for the Ankeny Regional Airport Entrance and Interstate Signing Project, and further authorizes the Chairperson to sign the said task order.

Dated at Ankeny, Iowa, this 7<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Jeff Wangsness, Chairperson

ATTEST:

\_\_\_\_\_  
Diane Klemme, Recording Secretary

Project No.: 2022001042-010  
 Project Name: Construct Monument Signs  
 Ankeny Regional Airport (IKV)  
 Project Manager: Jay A. Pudenz, P.E., LEED AP

**TASK ORDER NO. 5  
 AGREEMENT FOR ENGINEERING SERVICES  
 ANKENY REGIONAL AIRPORT  
 ANKENY, IOWA**

This **TASK ORDER NO. 5**, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, under the terms and conditions established in the **MASTER AGREEMENT**, dated the 6th day of October, 2022, by and between **McClure, of Clive, Iowa** (herein referred to as "**Consultant**") and the **Polk County Aviation Authority (PCAA)**, (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Task Order. The Consultant shall provide engineering services at the request of the **Owner** which consists of the items listed below, located at the **Ankeny Regional Airport (IKV)**.

**PROJECT DESCRIPTION:**

**DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION / OBSERVATION SERVICES  
 CONSTRUCT MONUMENT SIGNS  
 ANKENY REGIONAL AIRPORT, ANKENY, IOWA**

*The Polk County Aviation Authority is proposing to construct 2 monuments signs as shown in Exhibit G. This task order is for McClure to assist in design, bidding and construction administration / observation services for the project. The signs themselves are being designed by 818 under a separate contract. This task order is for McClure to provide structural / foundation design for each of the signs along with external ground mounted lighting for the signs. Lastly, if budget allows, landscaping may be placed around the monument sign being placed in the roundabout in front of the terminal.*

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'E' for **Owner's** responsibilities).
2. The **Consultant** shall provide the following services, including:

Item	Included	Not Included
<b>100. <u>Airport Master Planning and Reports</u></b>		
1. Preliminary Planning and Reports		X
2. Project Concepts		X
3. Capital Improvements Plan		X
4. Evaluation of Alternatives for Improvement		X
5. Master Planning Design/Concepts		X
<b>200. <u>Existing Conditions</u></b>		
1. Data Gathering/Inventory		X
2. Existing Condition Drawings		X
3. Storm Sewer Televising		X
4. Geographical Information Systems		X
5. Environmental Assessment		X
6. Airspace Obstruction Survey		X
<b>300. <u>Airport Improvement Program (AIP) Grant Administration</u></b>		
1. Prepare AIP Grant Application		X
2. Prepare AIP Sponsor Certifications		X
3. Prepare AIP Invoice Summary & assist Owner with monthly Reimbursement requests		X
4. Prepare AIP Sponsor Quarterly Performance Requests		X
5. Prepare AIP Financial Reports (SF-271 and SF-425 Forms)		X
6. Update 3-year DBE Program (FY23-FY-25)		X
7. Prepare Pavement Maintenance Program in accordance with FAA AC 150/5380-7B		
• Inventory of existing pavement conditions		X
• Compilation of current reports (network definition map, DOT pavement condition index report, recent geotechnical report)		X
• Preparation of Program Report (sections include General Information, Inspection Schedule, Pavement Inventory, Reports, Inspection Reports, Distress Identification Index, Economic Analysis/Network Priority Ranking, and Program Funding and		X
<b>400. <u>Preliminary Design</u></b>		
1. Conduct Project Kickoff Meeting via teleconference. Prepare agenda and distribute minutes.		X
2. Confirm Scope, Extent and Character of the Project:		
• Final Design Criteria		X
• Field Survey to Determine Existing Conditions (1-4 hour visit by PM and Eng II)		X
• Pre-trip preparation		
• Post trip processing		
• Develop Construction Item List		X
• Review Project Questions and Issues		X
• Coordinate Building Layouts with Hangar Tenants		X
• Operation and Maintenance Concepts		
• Utility Requirements		X
• Project Limits Exhibit		X
<b>435. <u>Soil Boring Coordination</u></b>		
1. Prepare Geotechnical Scope of Work and submit to Geotechnical Firm		X
2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner		X
3. Coordinate field exploration with Owner		X
4. Review Geotechnical Report and provide comments		X



Item	Included	Not Included
<b>500. Final Design</b>		
<b>A. 30% Design Phase</b>		
1. Prepare 30% "Opinion of Probable Construction Cost" and Project Budget.		X
2. Perform 30% QA/QC by Senior Airport Engineer.		X
3. Furnish 30% Documents.		X
4. Conduct 30% Review Meeting at Owner's Location. Prepare agenda and distribute minutes		X
5. Prepare Draft CSPP Document		X
<b>B. 90% Design Phase</b>		
1. Formally Address Owner 30% Comments		X
2. Prepare 90% Project Drawings (See Exhibit 'C', Table 1)	X	
3. Prepare 90% Specifications	X	
4. Prepare 90% Structural / Foundation Calculations	X	
5. Prepare 90% "Opinion of Probable Costs" and Project Budget	X	
6. Perform 90% QA/QC by Senior Airport Engineer	X	
7. Furnish 90% Documents (See Exhibit 'C', Table 2)	X	
8. Conduct 90% Review Meeting with Owner	X	
9. Prepare Draft and Final CSPP Document		
• Submit Draft CSPP		X
• Address FAA Draft CSPP comments		X
• Submit Final CSPP		X
<b>C. Issued for Bid (IFB) Package (100% Phase)</b>		
1. Formally Address Owner 90% Comments	X	
2. Prepare IFB (100%) Drawings, Specifications, and Bid Documents	X	
3. Prepare IFB (100%) Documents	X	
<b>504. Construction Permits</b>		
1. Erosion Control Plan/Permit		X
• Apply for NPDES Permit from DNR (Owner will be operator listed on permit). Consultant will not be liable for fines arising from noncompliance with SWPPP. The Owner shall be the Permit holder and shall pay for all costs associated with permit.		
• Prepare Storm Water Pollution Prevention Plan (SWPPP)		
2. Iowa DOT Right-of-Way Permit		X
3. City of Ankeny Sign Permit (assume 1 round of reasonable comments)	X	
4. County Permits		X
5. Other Permits, including Army Corps of Engineers Section 404 Permit		X
6. File and submit FAA OE/AAA Case Study along with runway offset exhibits	X	
• FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form		
<b>600. Construction Administration</b>		
1. Prepare and Distribute Issued for Construction Plans and Specifications.	X	
2. Provide general administration of construction contract as Owner's representative.	X	
3. Prepare Construction Observation Program per FAA guidelines		X
4. Conduct Preconstruction Conference. Prepare agenda and distribute minutes.	X	
5. Visit site of construction at appropriate stages of construction to observe Contractor's work (assume 2 visits)	X	
6. Issue interpretations and clarifications of contract documents.	X	
7. Review Shop Drawings.	X	
8. Act as initial interpreter of the requirements of the Contract Documents.	X	
9. Review and process the Contractor's application for payment.	X	
10. Review certified payrolls for prevailing wage rates.		X
11. Conduct Final Inspection. Prepare agenda and distribute minutes.	X	
<b>602. Advertising, Bidding, Contract Award</b>		
1. Assist Owner in advertising for and obtaining bids	X	
2. Conduct Prebid Conference at Owner's location (1 meeting). Prepare agenda and minutes		X
3. Provide Drawings, Specifications, and Bid Documents	X	
4. Issue Addenda to interpret or clarify bid documents.	X	
5. Respond to Bidders questions at discretion of Owner.	X	
6. Attend Bid opening (electronically via Quest CDN).	X	
7. Prepare Bid Tabulation	X	
8. Review Bidders quals, bids, and other documents. Make recommendation for award of contract.	X	
9. Distribute Executed Construction Contracts		
• 3 Copies to Contractor	X	
• 2 Copies to Owner	X	
• 1 Copy to FAA		X
• 1 Copy to Engineer	X	
<b>603. Quality Assurance (QA) Material Testing Coordination</b>		
1. Coordinate QA Testing between Owner & Contractor in accordance with IDOT/FAA standards		X
2. Request for Proposal to Testing Firms		X
3. Review Proposals/Recommendation for Award		X
4. Provide QA Testing in accordance with Iowa DOT/FAA standards		X
<b>650. Resident Project Representative</b>		
1. Provide a Resident Project Representative to be on-site for up to eight (8) hours per day for 30 of the 40 working days during construction. The total time is not to exceed 240 hours. (see Exhibit 'D', "A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" in the original agreement).		X

Item	Included	Not Included
<b>700. <u>Topographic Survey</u></b> 1. Research existing survey control network system 2. Establish bearings of centerlines 3. Locate all standard topographic features 4. Collect Cross Sections 5. Collect joint intersections on taxiway and apron taxilane 6. Perform topographic survey in turf areas in location for each sign 7. Process Survey Work into CAD topographic base files	X     X X	X X X X
<b>760. <u>Construction Staking</u></b> 1. Establish field construction controls 2. Set proposed sign locations for each sign	X X	
<b>800. <u>Project Closeout</u></b> 1. As-Built Record Drawings 2. Hard Copies (2 copies included with this contract) 3. Electronic Copies (1 CD included with this contract) 4. Prepare AIP Grant Closeout Report		X X X X
<b>850. <u>Project Management and Coordination</u></b> 1. Continual Communication/Coordination with Owner and Airport (phone, email, letters) 2. Provide updates on project schedule 3. Provide monthly progress reports to Owner (assume 3 months) 4. Maintain documentation of pertinent correspondence (email, letters, telephone logs) 5. Prepare independent fee analysis package 6. Perform business and contract administration (assume 3 months) 7. Conduct internal design review meetings (3-people prior to 90% submittals) 8. Coordination between sub-consultants 9. Other Meetings <ul style="list-style-type: none"> <li>• Special meetings with Council/Staff</li> <li>• Public Informational Meetings</li> <li>• Regulatory Agencies</li> </ul>	X X X X  X X X	X         X X X
<b>960. <u>Subconsultants</u></b> 1. N/A		X

3. Payment to the Consultant shall be made on the following basis:

**Section 3.1: Basis of Compensation**

<u>Item</u>	<u>Description</u>		
<input type="checkbox"/>	100. Preliminary Planning and Reports		\$ _____
<input type="checkbox"/>	200. Existing Conditions		\$ _____
<input type="checkbox"/>	205. Geographic Information Systems (GIS)		\$ _____
<input type="checkbox"/>	300. Airport Improvement Program (AIP) Grant Administration		\$ _____
<input type="checkbox"/>	400. Preliminary Design		\$ _____
<input type="checkbox"/>	435. Soil Boring Coordination		\$ _____
<input checked="" type="checkbox"/>	500. Final Design		\$ _____
	A. 30% Design		\$ _____
	B. 90% Design	Lump Sum	\$ 9,710
	C. Issued for Bid (100%)	Lump Sum	\$ 2,540
<input checked="" type="checkbox"/>	504. Construction Permits	Hourly (NTE)	\$ 2,150
<input checked="" type="checkbox"/>	600. Construction Administration	Hourly (NTE)	\$ 2,580
<input checked="" type="checkbox"/>	602. Advertise, Bidding, Contract Award	Lump Sum	\$ 3,490
<input type="checkbox"/>	603. Quality Assurance Testing Coordination		\$ _____
<input type="checkbox"/>	650. Resident Project Representative		\$ _____
<input checked="" type="checkbox"/>	700. Topographic Survey	Lump Sum	\$ 650
<input checked="" type="checkbox"/>	760. Construction Staking	Lump Sum	\$ 950
<input type="checkbox"/>	800. Project Closeout		\$ _____
<input checked="" type="checkbox"/>	850. Project Management and Coordination	Lump Sum	\$ 1,520
<input type="checkbox"/>	960. Subconsultants		\$ _____

**Section 3.2: Additional Services**

3.2.1 Any services rendered by the Consultant beyond those described in the Scope of Services shall be compensated on a lump sum basis as set forth in Section 3.1.

3.2.2 The **Consultant's** estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the **Consultant** and **Owner** shall mutually negotiate in writing to additional compensation exceeding said estimated amount.

**Section 3.3: Other Payment Provisions**

3.3.1 Progress Payments: Payment to the Consultant shall be made on a monthly basis, within 30 days of invoice for work completed to date. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service. The amounts due for Additional Services will also be invoiced monthly.

3.3.2 Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

4. This Agreement represents the entire and integrated Agreement between the **OWNER** and the **CONSULTANT**.

		Included	Not Included
Exhibit 'A'	Consultant Terms and Conditions Standard Agreement		X
Exhibit 'B'	Hourly Rate Schedule		X
Exhibit 'C'	List of Drawings / List of Deliverables	X	
Exhibit 'D'	Subconsultant(s) Contract		X
Exhibit 'E'	Owner's Responsibilities to Consultant	X	
Exhibit 'F'	Duties and Responsibilities of Resident Project Representative (RPR)	X	
Exhibit 'G'	Project Exhibits	X	
Exhibit 'H'	Opinion of Probable Costs		X
Exhibit 'I'	Federal Provisions		X
Exhibit 'J'	Estimated Cost of Consultant Services		X

**SPECIAL INSTRUCTIONS:**

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**OWNER: Polk County Aviation Authority**  
Ankeny, Iowa

**ENGINEER: McClure Engineering Company**  
Clive, Iowa

By: \_\_\_\_\_

By:  \_\_\_\_\_

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

Name: Jay A. Pudenz, P.E., LEED AP

Title: \_\_\_\_\_

Title: Team Leader

# EXHIBIT C

**McCLURE ENGINEERING COMPANY**  
LIST OF DRAWINGS / LIST OF DELIVERABLES  
CONSTRUCT MONUMENT SIGNS

**Table 1. Estimated Project Drawings**

Estimated Index of Plan Sheets		
SHEET NO.	SHEET TITLE	DESCRIPTION
--	COVER SHEET	COVER SHEET
01	GN-01	INDEX OF PLAN SHEETS AND ESTIMATED QUANTITIES
02	GN-02	GENERAL AIRPORT NOTES
03	GN-03	REFERENCE NOTES
04	GN-04	GENERAL LEGEND AND ABBREVIATIONS
05	EC-01	EXISTING CONDITIONS PLAN
06	SP-01	SITE PLAN
07	EL-01	UTILITY / ELECTRICAL / LIGHTING PLAN
08	EL-02	UTILITY / ELECTRICAL DETAILS
09	GR-01	GRADING PLAN
10	LA-01	LANDSCAPE PLAN
11	ST-01	MONUMENT SIGN 1 DETAILS
12	ST-02	MONUMENT SIGN 2 DETAILS

**Table 2. Deliverables**

	90% Submittal*			IFB (100%) Submittal*		
	Plans		Spec Book	Plans		Spec. Book
	Full	Half		Full	Half	
Owner		1	1	1	2	2
Engineer		1	1	1	2	2
Plan Houses*					4	4
Bidders					5	5
<b>Total</b>		<b>2</b>	<b>2</b>	<b>2</b>	<b>13</b>	<b>13</b>

\* For submittals to plan houses, a PDF file will be provided for plans and specs.

## EXHIBIT E

### McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



**OWNER** shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

## EXHIBIT G

**McCLURE ENGINEERING COMPANY**  
PROJECT EXHIBITS  
CONSTRUCT MONUMENT SIGNS







a tiny design empire®

# Polk County Aviation Authority

– Ankeny Airport Signage

design@818iowa.com  
515-805-5239

440 E Grand Ave, Ste. E  
Des Moines, IA 50309

@818iowa  
818iowa.com



a tiny design empire®

[location overview](#)

[proposed sign types](#)

[material moodboard](#)

# Ankeny Airport Signage

## — February 8, 2024

### Roundabout and Highway Monuments

- I-35, Oralabor, SE Convenience Blvd

[proposed sign types](#)

[material moodboard](#)



location overview

horizontal concepts

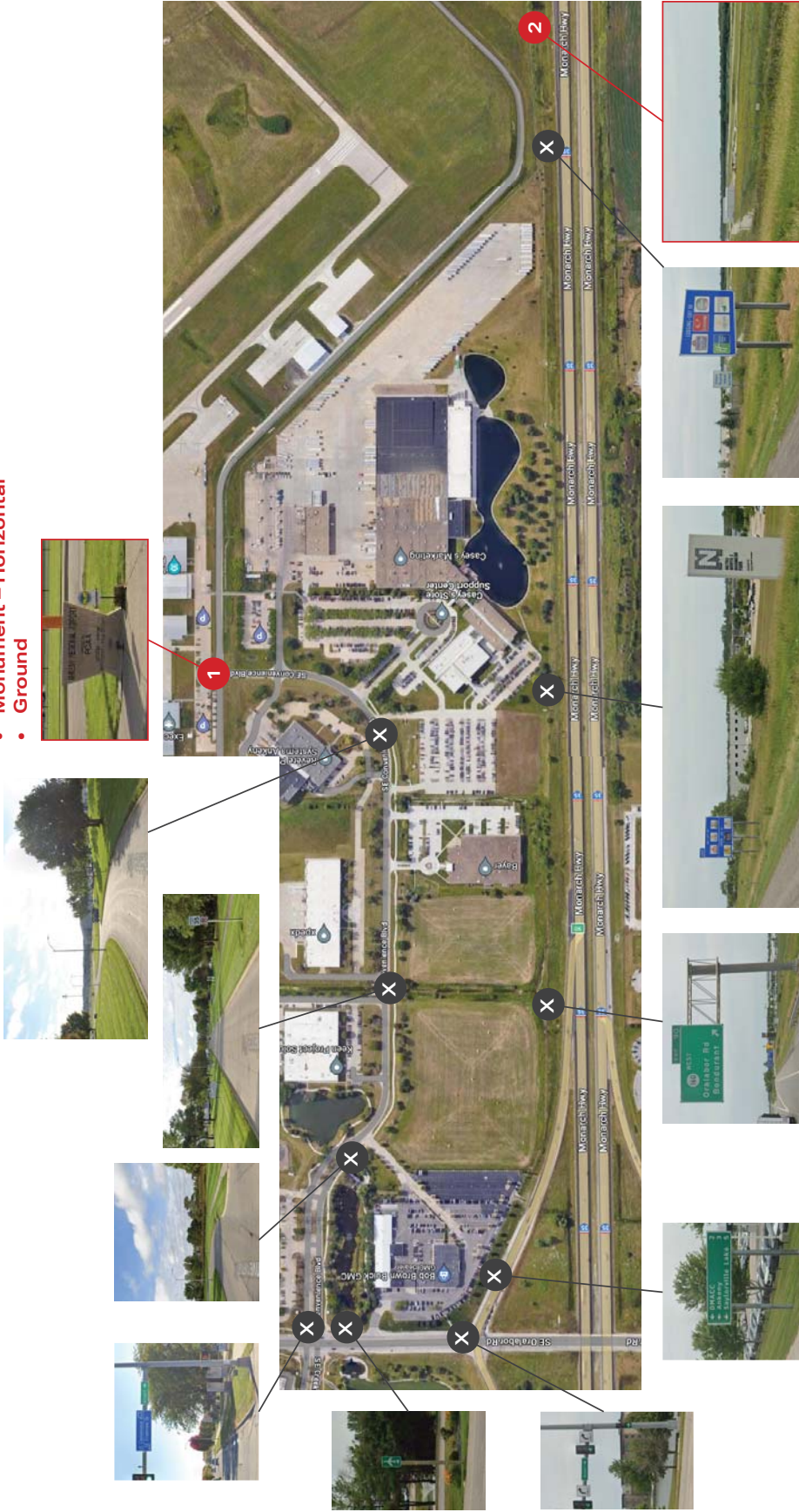
vertical concepts

proposed sign types

material moodboard

# Location Overview

- Monument – Horizontal
- Ground



- Monument – Vertical



**NOTE: City of Ankeny has a total square footage maximum of 60 sq ft.**

4. "Area of sign" means that area within the marginal lines or extreme outside edge of the surface which bears and/or supports the advertisement (sign cabinet), or in the case of messages, figures, or symbols attached directly to any part of a building (no sign cabinet), that area which is included within three geometric shapes which can be made to circumscribe any message, figure, or symbol displayed thereon. For a sign with not more than two back-to-back faces, only the area of one side is computed in determining the sign area.

## Location Overview Renders

Renders are conceptual and used only as a visual reference to aid in choosing a design direction for the signage. Materials, fabrication methods, and other specifications will be determined after design direction has been established.

location overview

horizontal concepts

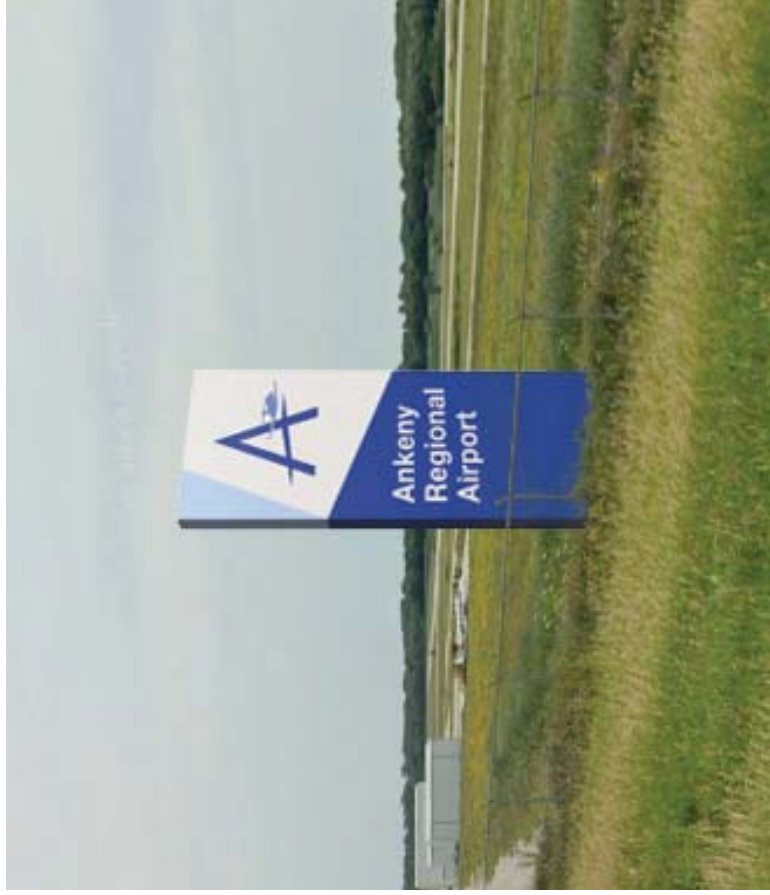
vertical concepts

proposed sign types

material moodboard



Horizontal Concept 1



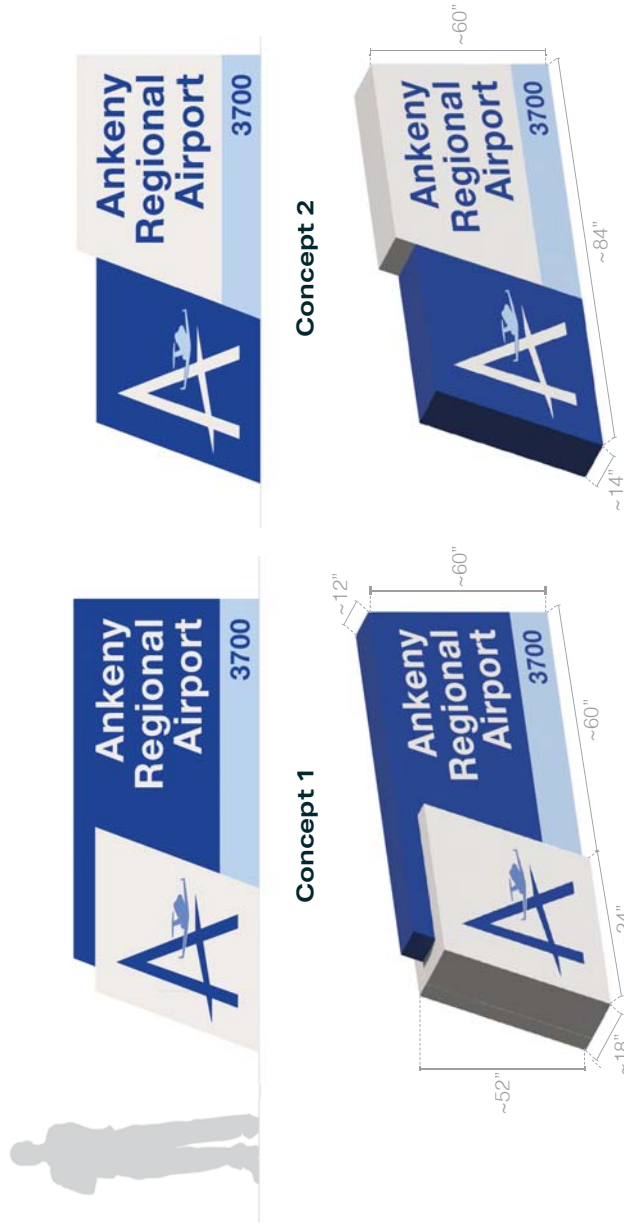
Vertical Concept 1



# Monument Concepts Horizontal

Renders are conceptual and used only as a visual reference to aid in choosing a design direction for the signage.

Materials, fabrication methods, and other specifications will be determined after design direction has been established.



Materials:  
Fully fabricated aluminum box  
Budget Number for fabrication:  
Horizontal Monument: \$25000

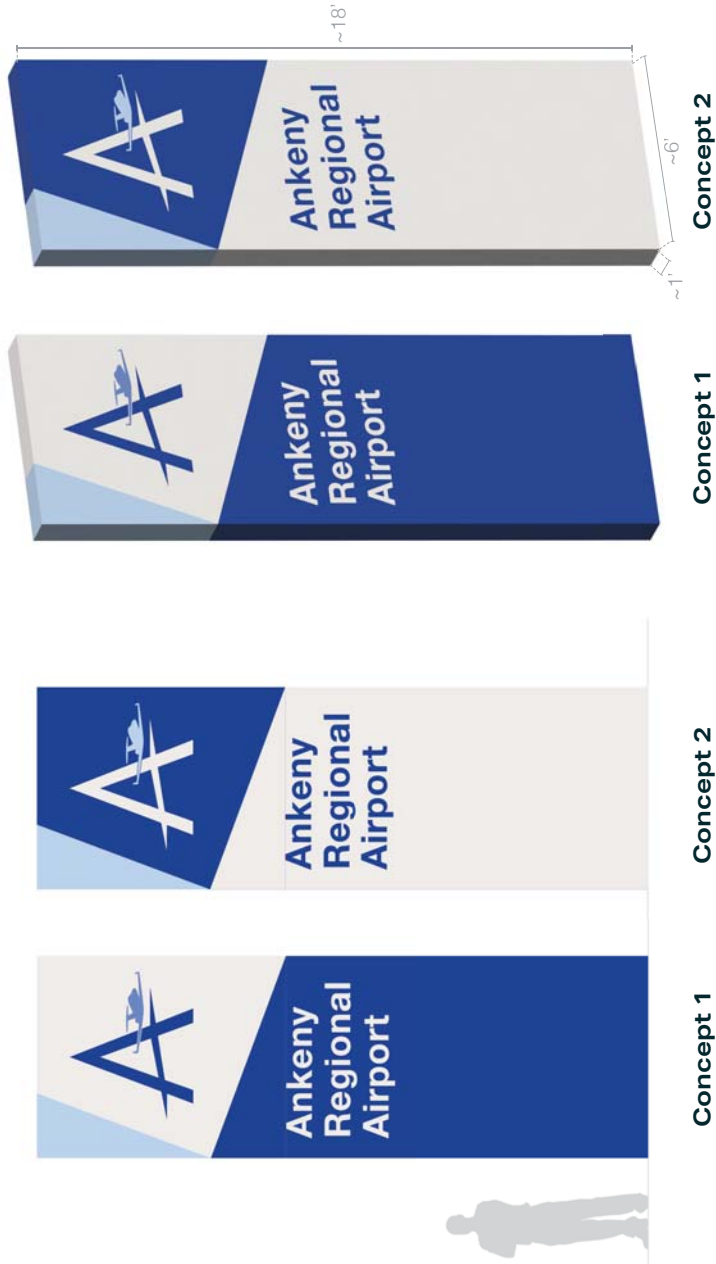
Install: \$8000 (includes vertical sign)  
*\*\*please note that these prices do not include a base or any electrical since they will be externally illuminated. This is outside of our scope.*



# Monument Concepts Vertical

Renderers are conceptual and used only as a visual reference to aid in choosing a design direction for the signage.

Materials, fabrication methods, and other specifications will be determined after design direction has been established.



Materials:  
**Fully fabricated aluminum box**  
 Budget Number for fabrication:  
**Vertical Monument: \$40000**  
**Install: \$8000** (includes horizontal sign)  
*\*\*please note that these prices do not include a base or any electrical since they will be externally illuminated. This is outside of our scope.*



ANKENY CITY COUNCIL  
POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

 Print

??

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Strengthen Community Engagement

??

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ACTION REQUESTED:  
Resolution

---

LEGAL:  
Item Reviewed by Legal Counsel

---

SUBJECT:  
Consider motion to adopt **RESOLUTION** authorizing the execution of a Through-the-Fence Airport Access Agreement on the 16-Acre property that is being acquired by Second Van Houweling Property, LLC.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: ??**No**

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---



ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
 <a href="#">Resolution</a>
 <a href="#">Agreement</a>



**RESOLUTION 2024-**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A THROUGH-THE-FENCE AIRPORT ACCESS AGREEMENT FOR THE 16-ACRE PROPERTY ON SE CONVENIENCE BOULEVARD NEAR THE SOUTH TERMINAL AREA**

**WHEREAS**, the Polk County Aviation Authority (PCAA) is the owner and operator of the Ankeny Regional Airport, with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of the Iowa Code, among other federal, state, and local laws, rules and regulations; and

**WHEREAS**, Second Van Houweling Property, LLC is in the process of purchasing the 16-acre property on SE Convenience Boulevard, adjacent to the South Terminal Area near the southwest corner of the Airport; and

**WHEREAS**, the previous owner of the said property was in possession of a Through-the-Fence Agreement that granted the right to taxi aircraft, for commercial purposes only, from its property “through the fence” to the Airport property and to its runway and taxiway system; and

**WHEREAS**, Second Van Houweling Property, LLC desires to obtain a similar Through-the-Fence Agreement that applied to the property upon acquisition of the said property; and

**WHEREAS**, the PCAA attorney has corresponded with the FAA and has drafted a new Through-the-Fence Airport Access Agreement to facilitate the requested access by Second Van Houweling Property, LLC in accordance with FAA regulations.

**NOW, THEREFORE, BE IT RESOLVED**, that the Polk County Aviation Authority hereby approves the Through-the-Fence Airport Access Agreement with Second Van Houweling Property, LLC, and further authorizes the Chairperson to execute the said Agreement.

Dated at Ankeny, Iowa, this 7<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Jeff Wangsness, Chairperson

ATTEST:

\_\_\_\_\_  
Diane Klemme, Recording Secretary

**THROUGH THE FENCE AIRPORT ACCESS AGREEMENT  
Recorder's Cover Sheet**

**Preparer Information:** Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266. Telephone: (515) 274-1450.

**Taxpayer Information:** NA

**Return Document To:** Polk County Aviation Authority, Attn: Ankeny City Clerk, 410 W. First Street, Ankeny, IA 50023.

**Grantors:** Polk County Aviation Authority

**Grantees:** Second Van Houweling Property, LLC

**Legal Description:** See Exhibit "A" attached.

**Document or instrument number if applicable:**

This Through the Fence Airport Access Agreement replaces the Agreement recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_.

# **THROUGH THE FENCE AIRPORT ACCESS AGREEMENT**

This Through The Fence Airport Access Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Polk County Aviation Authority (referred to as “PCAA” or “Owner”), and Second Van Houweling Property, LLC (referred to as “User”).

This Agreement incorporates and is based upon the following representations and understandings:

**WHEREAS**, PCAA is the owner and operator of the Ankeny Regional Airport, located in the County of Polk, State of Iowa, with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of the Iowa Code, among other federal, state, and local laws, rules and regulations; and

**WHEREAS**, the User owns real property immediately adjacent to the physical property of the Airport; and

**WHEREAS**, the User has been granted the right to taxi aircraft, for commercial purposes only, from its property “through the fence” to the Airport property and to its runway and taxiway system; and

**WHEREAS**, the parties desire to enter into this Agreement to comply with the FAA requirements for through-the-fence agreements with property owners; and

**WHEREAS**, the User requests the right to allow its aircraft to taxi from the User’s property “through the fence” to the Airport property and to its runway and taxiway system;

**NOW**, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

## **ARTICLE I – PROPERTY WITH RIGHT OF ACCESS**

Legal description of property with right of access: All property of User which is adjacent to the Ankeny Regional Airport Property and legally described on Exhibit “A” (the “Property”).

## **ARTICLE II – TERM OF AGREEMENT**

Owner hereby grants User the right of access as set forth in the Recitals under the terms of this Agreement. The term of this Access Agreement shall commence on \_\_\_\_\_, 2024 and shall continue for a thirty (30) year period, ending \_\_\_\_\_, 2054. At the expiration of the term specified in this Agreement, contingent upon a renewal being allowed by the then existing FAA regulations, an amendment adding any provisions required by said regulations and approved by the FAA, User has the option to renew this Agreement for an additional, twenty (20) year period. Provided, however, that this Agreement shall immediately terminate on the date that the User is no longer owner of the Property.

### **ARTICLE III – PROHIBITIONS**

1. **No Commercial Aeronautical Uses:** The User cannot sublease the User's hangar and can only use the hangar to house the User's business aircraft. The User shall not permit any person or entity to engage in any temporary or permanent commercial aeronautical activity on the land owned by the User described herein above without appropriate permits issued by the Owner. This prohibition includes but is not limited to any activity or service for compensation, exchange, trading, buying, selling, or hire or any other revenue producing activity whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.
2. **Sale of Aviation Fuels Prohibited:** While this Agreement is in force, User shall not permit any person or entity to sell aviation fuels on land owned by User described herein above which the Owner is already providing.
3. **Prohibitions and Restrictions on Access:** The User is specifically prohibited from granting or selling any access/egress to the Airport through the aforementioned property to any other parties. This restriction also includes the User taking reasonable precautions acceptable to the Owner to prevent the accidental access to the Airport by vehicles, pedestrians, etc.

### **ARTICLE IV – THROUGH THE FENCE ACCESS FEE TO OWNER**

User agrees to pay an access fee to the Owner:

1. **Owner's Basis for Access Fee:** The access fee is based on the rates and charges of other on-airport tenants and operators making similar use of the airport. For the purposes of this agreement, the access fee is based on the hangar rental fee which is **\$180.00 per month per airplane**. This rental fee is subject to annual adjustments by the Owner.
2. **User's Access Fee:** Based upon the forgoing rate outlined above, the access fee to be paid is **\$180.00 per month per airplane in hangar**. This fee will be increased in accordance with the on-airport fees outlined above through the term of this agreement.
3. **Payment:** All payments required to be made by User under this Agreement shall be made payable to the Owner, and shall be delivered or mailed to the address below:

Polk County Aviation Authority  
410 West First Street  
Ankeny, IA 50021

### **ARTICLE V – CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE**

It is understood and agreed that the User shall construct all private-use infrastructure, required and acceptable to the Owner, at User's sole cost and expense. All required private-use infrastructure such as taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed and

depicted in Exhibit "B" to this agreement. User shall have exclusive use of the private-use infrastructure. Accordingly, User covenants and agrees as follows:

1. **Construction and Maintenance:** To construct the private-use infrastructure on the User's or Owner's property as may be required. All construction on Owner's property must be approved by Owner prior to the commencement of construction and must meet all current design standards as required by the Federal Aviation Administration. The User may use the constructed hangar to act as part of the wildlife fence if gaps between the fence and the hangar building are minimized to prevent wildlife to slip through. During the term of this Agreement, User shall also be solely responsible for all maintenance (snow removal, utility costs, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure and shall at all times maintain it in good repair.
2. **Construction Costs:** Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by the Owner. These costs are in addition to the access fees described above.

**ARTICLE VI – AGREEMENT SUBORDINATE TO GRANT ASSURANCES,  
AGREEMENTS WITH UNITED STATES AND FEDERAL OBLIGATIONS.**

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport's or the Owner's Federal obligations.

The User agrees to abide by the Airport Rules and Regulations in effect as of the date of this Agreement and as may be amended from time to time.

**ARTICLE VII – INDEMNITY AND INSURANCE**

**USER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS ARISING FROM OR BASED UPON INTENTIONAL OR NEGLIGENT ACTS OR OMISSION ON THE PART OF USER, ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, INVITEES, CONTRACTORS OR SUBCONTRACTORS WHICH MAY ARISE OUT OF OR RESULT FROM THE USER'S OCCUPANCY OR USE OF THE FACILITIES AND PCAA-OWNED PROPERTY AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT. THE USER SHALL ALSO INDEMNIFY THE OWNER AND ITS PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES AGAINST ANY AND ALL MECHANIC'S AND MATERIALMEN'S LIENS OR ANY OTHER TYPES OF LIENS IMPOSED UPON OWNER-OWNED PROPERTY ARISING**

**AS A RESULT OF THE USER'S CONDUCT OR ACTIVITY. THIS INDEMNITY PROVISION SHALL APPLY REGARDLESS OF THE NATURE OF THE INJURY OR HARM ALLEGED, WHETHER FOR INJURY OR DEATH TO PERSONS OR DAMAGE TO PROPERTY, OR WHETHER SUCH CLAIMS ARE ALLEGED AS COMMON LAW, STATUTORY OR CONSTITUTIONAL CLAIMS, OR OTHERWISE. THIS INDEMNITY PROVISION SHALL APPLY WHETHER THE BASIS FOR CLAIMS, SUIT, DEMAND AND/OR ACTION MAY BE ATTRIBUTABLE IN WHOLE OR IN PART TO THE USER OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, INVITEES, CONTRACTORS OR SUBCONTRACTORS, OR TO ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM.**

The User shall maintain or cause to be maintained comprehensive premises liability insurance with respect to the Property. The User shall at all times during the term of this Agreement, provide the Owner with a current certificate of insurance evidencing such comprehensive premises liability insurance, which certificate shall provide that such insurance cannot be canceled or amended without first giving written notice to the Owner at least thirty (30) days in advance of such cancellation or amendment.

#### **ARTICLE VIII - TERMINATION OF AGREEMENT**

1. Events of Default by User: Subject to the notice and right to cure requirements of Paragraph 2 of this Article VIII, Owner, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and the expiration of the right to cure period without a cure and may exercise all rights related to the termination of this Agreement:
  - a. The User access fees outlined in Article IV, or any part thereof, are unpaid for 30 days; or
  - b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if the User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign its interest herein without the required prior written consent of Owner; or
  - c. If User shall use or permit the use of the User's premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation (including the airport rules and regulations), to which the User has agreed to conform; or
  - d. User fails to meet any term or condition of this agreement; or
  - e. Notwithstanding anything set out above, the Owner may terminate and cancel this Agreement if (i) the existence of this Agreement is or becomes a violation of Aviation Law or disqualifies the Owner from receipt of material grants, funds or benefits from the United States Government or the State of Iowa, and (ii) this Agreement, as an

existing agreement for Direct Airport Access or otherwise, is not exempted from the Aviation Law prohibiting such agreements or imposing such disqualification. Provided however, the Owner shall not terminate or cancel this Agreement if the User agrees by a separate written instrument to take such action, or make such modification to this Agreement as shall make this Agreement comply with Aviation Law, or to provide funds or benefits to the Owner equivalent to those lost by the disqualification. Nothing contained in this Agreement shall be construed to require the User to so provide equivalent funds or benefits to the Owner or to make such modification to this Agreement. The User may terminate and cancel this Agreement by giving the Owner written notice of such termination at least ninety (90) days before the proposed termination date.

2. **Notice of Default:** If the User shall default in the performance of any term of this Agreement and Owner desires to terminate this Agreement, then the Owner shall send to the User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.
  - a. If by its nature, a default cannot be cured within such thirty (30) day period, such termination shall not be effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.

### **ARTICLE VIII – NOTICES**

- N. **Notice/Addresses:** All notices, requests, or other communications, required or permitted to be given hereunder shall be in writing and delivered by certified or registered mail, addressed to the appropriate party at its address as follows:

Polk County Aviation Authority  
410 West First Street  
Ankeny, IA 5002

Second Van Houweling Property, LLC  
c/o C.D. Van Houweling, II  
14427 Wilden Drive  
Urbandale, IA 50323

Aircraft Make and Model:  
N-Number:

**IN WITNESS WHEREOF**, the parties have executed these presents by their duly authorized officers.

**Polk County Aviation Authority**

By: \_\_\_\_\_  
Jeff Wangsness, Chairperson

By: \_\_\_\_\_  
Diane Klemme, Recording Secretary

**STATE OF IOWA, COUNTY OF POLK, ss:**

On this \_\_\_\_ day of \_\_\_\_\_ 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff Wangsness, and Todd Ashby to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary of the Polk County Aviation Authority, executing the within and foregoing instrument; that the said instrument was signed on behalf of the Polk County Aviation Authority by the authority of the Board; and that Jeff Wangsness and Todd Ashby as such officers acknowledge the execution of the foregoing instrument to be the voluntary act and deed of the Polk County Aviation Authority, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa



**Second Van Houweling Property, LLC**

By: \_\_\_\_\_

Name: C. D. Van Houweling, II, President

Title: \_\_\_\_\_

**STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:**

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for the said State, personally appeared C. D. Van Houweling, II, to me personally known, who being by me duly sworn did say that the person is the President of said Second Van Houweling Property, LLC and that said instrument as signed on behalf of the Company and acknowledged the execution of said instrument to be the voluntary act and deed of said Company and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa

Exhibit "A"

Parcel 2018-44 of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa on December 10, 2018, and recorded in Book 17175 Page 842, being a part of the Northwest fractional 1/4 of Section 6, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Ankeny, Polk County, Iowa.

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Deliver Exceptional Service

??

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve the Special Event Application for the June 8, 2024 Legacy Car and Plane Show pending submittal of the required certificate of insurance and one-day event fee.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
<a href="#">Event Application by Legacy</a>

Date received by the Authority: February 27, 2024

by: Terri Havens

**Ankeny Regional Airport Special Events Application**

This application must be approved by the Authority prior to any special events held on Ankeny Regional Airport property. Return the completed application to: Polk County Aviation Authority, Attn: Airport Manager, 410 West First Street, Ankeny, IA 50023-1557. Include a refundable \$200 deposit check with the application.

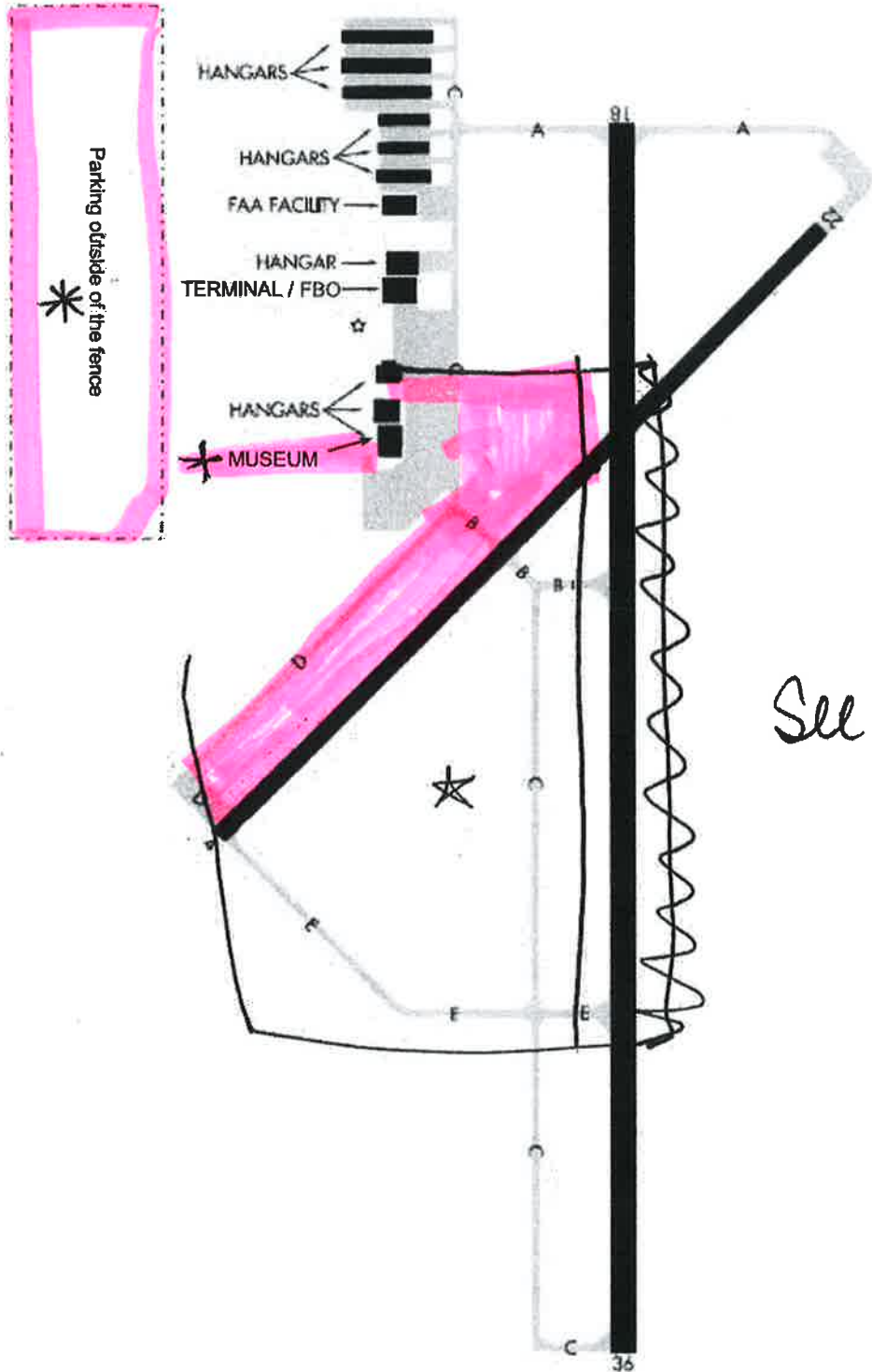
Special event applications must be received by the Authority at least 45 days in advance of the event to be considered for approval.

If your event entails multiple venues/activities, please add additional sheets as necessary to provide detailed information. All event applications are subject to approval by the Airport Manager or his/her designee, the Fixed Base Operator, the Polk County Aviation Authority and the Federal Aviation Administration (FAA). Final approval by the Authority will state any conditions which must be met for the event to be held, including insurance requirements. Refer to the contacts list for questions.

**General Information:**

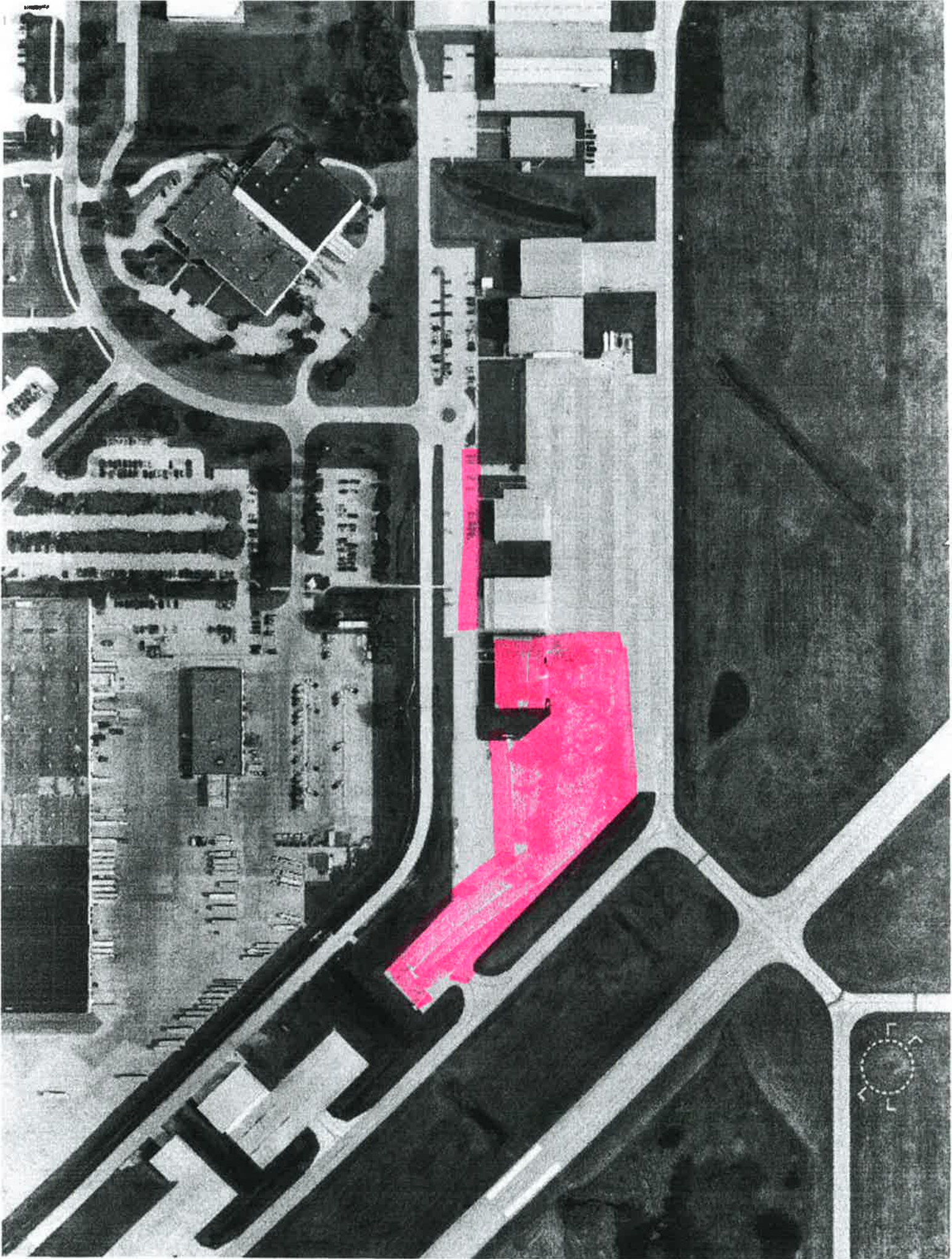
Name of event LEGENDS AT LEGACY CAR AND PLANE SHOW		
Day and date of event JUNE 8, 2024	New event? No <input type="checkbox"/>	Returning event? Yes <input type="checkbox"/>
Location where event will be held ANKNEY AIRPORT		
Description of event CAR AND PLANE SHOW INCLUDING FOOD TRUCKS, EXHIBITORS		
Sponsor or hosting organization and phone number LEGACY FINANCIAL GROUP - JODI 515-255-3306		
Name and mailing address of local contact person JODI BAKER 6000 GRAND AVE SUITE B DES MOINES IA 50312		
Daytime phone # (515) 255-3306	Mobile phone # (515) 745-4191	Fax #
E-mail JODI@LFGPLANNERS.COM		
Event start time 11:00 am	Event end time 4:00 am	Note: All clean-up must be done on the day of the event. Costs to remove any remaining trash or equipment will be billed to the organizers
Set-up start date and time 8:00 AM	Tear-down end date and time 5:00 PM	
Name of event contractor, if applicable JODI BAKER		
What type of audience is the event planned for? PEOPLE OF ALL AGES!		
Anticipated number of Participants: <del>200</del> 100	Spectators: <del>200-400</del> 100-300	Adult volunteers: 17
Are there fees for the participants or spectators? Yes <input type="checkbox"/>		Will fees be collected on site? Yes <input type="checkbox"/>

**Route/Map:** Please indicate on the picture below the areas of the airport to be used during the event. A detailed map of the event site must be attached to this application. Please identify the following: event area; parking; routes for races, etc.; first aid facilities; restroom facilities including portable; canopies, tents; stages; barricades (if known); temporary lights and the direction they will be pointing; temporary sound systems and the direction they will be pointing; and temporary fencing. Attach a larger map if necessary to show detail.



*See attached.*





**Special Events Permit:** Events expecting 200 or more people at any one time may be required to obtain a special event permit from the City of Ankeny. Application must be received by the City Clerk's Office at least thirty (30) days prior to the event.

**Sound System and/or Lighting:** Use of any type of amplified sound system will require a noise permit from the City of Ankeny, application must be received at least ten (10) business days prior to the event. Further, lighting must not interfere with aircraft operations or impede the ability of pilots, ground control, operations, or any other primary service to safely conduct their jobs or interfere with safety lighting in place on the airport.

Please indicate if you will be using any of the following sound systems or temporary lighting:

Amplified sound/speakers     Public address system     Recorded music     Live music  
 Temporary outside lighting     Temporary indoor lighting     Spot light of any kind

**Tents/Canopies/Stages:** The use of temporary structures may require a tent permit from the City of Ankeny Planning and Building Department, application must be received a minimum of five (5) business days prior to the event. The use of such structures may be limited in some areas due to underground utilities and irrigation systems. Tent ropes and guy lines shall not be tied or anchored to trees, monuments, railings, fences, signs, light poles, or airport navigational structures, runway lights or taxiway lights.

Please indicate if any of the following will be used at the event:

Tent, size: 10X10 - MULTIPLE     Canopy, size: \_\_\_\_\_  
 Stage     Bleachers     Bandwagon/Trailer    Other: \_\_\_\_\_

**Concessions:** Food vendors must contact Polk County Public Health (515-286-3798) in advance of the event for any required permits and guidelines. Any required permits must be displayed at the event.

Will food or beverages be served at the event?    If yes, please indicate if the food will be:

Cooked or prepared on-site? \_\_\_\_\_ Cooked over an open flame? \_\_\_\_\_ Catered in? \_\_\_\_\_

Please list the types of food or beverages that will be available: WE WILL HAVE A FEW FOOD TRUCKS, BEVERAGE VENDORS, A PREMADE POPCORN SALESMAN, AND A TROPICAL SNO TENT

Are you requesting approval to offer other items for sale at the event? If yes, what: WE WOULD LIKE TO SELL EVENT T-SHIRTS AND BASEBALL CAPS

**Alcohol and Tobacco:** The sale of alcohol requires a license from the State of Iowa Alcoholic Beverages Division. This application must be completed online at least forty-five (45) days prior to the event. A liquor license is required for: the sale of alcohol; the presence of any hard liquor; if an admission fee is being charged; if you are otherwise recouping costs for the event; or if the event is exclusive and not open to the public.

Are you requesting that alcohol be served at the event?

All facilities at the Airport are non-smoking.

**Restrooms:** Will additional restroom facilities be brought to the event site?    How many? 6

**Clean-up and Trash Removal:** All spaces used must be left in the condition they were in prior to the event. Clean-up of the area immediately following the event, including trash removal, is the responsibility of the applicant. Removal of any remaining materials, trash, or structures will be billed to the event organizers.



List who will be responsible for clean-up of the event site, include phone number:

LEGACY FINANCIAL GROUP AND THIRSTY PIGS (JAY)

---

List who will be responsible for removal of trash from the event site, include phone number:

THIRSTY PIGS

---

**Airport Utilities:** Limited water and electrical power are available at some areas. A nominal fee may be charged for utility use and will be payable upon approval of the permit. Additional generator power or water supply is the responsibility of the applicant. Please indicate your source for the following utilities:

Electrical power: MOST WILL USE GENERATORS BUT COULD REQUIRE SOME ELECTRICAL POWER

Water: POTENTIALLY TO FILL A DUNK TANK

---

**Vehicle Loading/Unloading:** Vehicles cannot be left unattended around the terminal building. If you are requesting loading or unloading around the terminal, you will need to arrange for a person to remain with the vehicle at all times.

Are you requesting that vehicles be permitted to load/unload near the terminal? Yes

If yes, please indicate the locations and times: SET UP FROM 8-11 AND CLEAN UP FROM 4-5

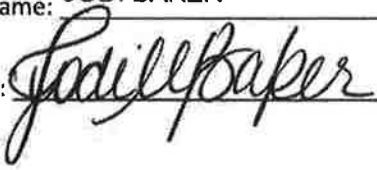
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**Public Safety/Security:** Public safety officials may be required for certain events as determined by the Authority or the FAA. If required, it is the responsibility of the event organizers to work with the City of Ankeny Police Department and/or Fire Departments to arrange the necessary public safety coverage. Additional fees may be assessed to pay for the necessary staff to oversee such events.

Any events requesting access to the Airport Area of Operation will be approved on a case-by-case basis with additional security measures in place.

By signing this event application, the applicant agrees and understands that this application is not permission to violate any laws, ordinances or statutes. The Police Department has the authority, in the interest of public welfare, safety or order, to terminate the event without notice.

Applicant's printed name: JODI BAKER

Applicant's signature: 

Date: 02/20/2024

---

**Important Contacts:**

Airport Manager, Paul Moritz: (515) 965-6420

Ankeny Police Department: (515) 289-5240

Fixed Base Operator, Exec 1 Aviation: (515) 965-1020

Ankeny Fire Department: (515) 965-6469

Ankeny City Clerk: (515) 965-6400

Polk County Public Health: (515) 286-3798

Ankeny Planning & Building Department: (515) 963-3520

Iowa Alcoholic Beverages: [www.iowaabd.com](http://www.iowaabd.com)

**To be Completed by the Fixed Base Operator**

Please indicate, if this event is approved, how it will impact normal and routine aviation activities at the Ankeny Regional Airport. Please check any that apply.

\_\_\_\_\_ FULL closure of the airport      \_\_\_\_\_ PARTIAL closure of the airport      \_\_\_\_\_ NO closure

\_\_\_\_\_ The location of the event will interfere with the normal operation of the airport. If yes, is an alternate location available that will not interfere with the normal operation of the airport? Please attach a map indicating the proposed alternate location.

\_\_\_\_\_ There are possible significant adverse impacts to the aviation community. If yes, are there other airports in the area available to handle diverted air traffic? Which: \_\_\_\_\_

\_\_\_\_\_ There are Fixed Base Operator services, activities, and revenue streams that may be negatively impacted. If yes, which: \_\_\_\_\_

\_\_\_\_\_ Special precautions will need to be taken to prevent damage to airport property. If yes, what: \_\_\_\_\_

\_\_\_\_\_ There are financial or other benefits that will result from this event. If \_\_\_\_\_

SEE ATTACHED FBO APPROVAL PAGE AS COMPLETED BY EXEC 1

\_\_\_\_\_ Additional public safety officials should be on-site for this event. Explain: \_\_\_\_\_

\_\_\_\_\_ This event will require special communications:

\_\_\_\_\_ NOTAMS: \_\_\_\_\_

\_\_\_\_\_ Airport tenants: \_\_\_\_\_

\_\_\_\_\_ Others: \_\_\_\_\_

Other items the FBO would like the Authority to consider: \_\_\_\_\_

The FBO recommends approving this event

Form completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**To be Completed by the Polk County Aviation Authority**

\_\_\_\_\_ This application is approved subject to obtaining all required permits, insurance and FAA approvals.

X This application is approved with the following modifications or additional requirements: \_\_\_\_\_

1. Submission of the required certificate of insurance with a minimum liability limit of \_\_\_\_\_

\$1,000,000. Be sure to include the event details on the certificate per the instructions.

2. Submittal of copies of any permits or licenses that are required by the State of Iowa, Polk County and City of Ankeny.

3. Submittal of the \$200.00 fee event fee. The \$200.00 deposit has been submitted.

4. Coordination with Exec 1 for the issuance of NOTAMS and notifications to pilots.

\_\_\_\_\_ This application is denied.

PERMIT FEE: \$ 200.00

CERTIFICATE OF INSURANCE REQUIREMENTS: \$ 1,000,000 of liability coverage

\_\_\_\_\_ Governmental Immunities Endorsement is required.

**PUBLIC SAFETY:** Additional public safety officials are required for this event:

\_\_\_\_\_ Police Department or private security officers

\_\_\_\_\_ Fire Department personnel

\_\_\_\_\_ Emergency Medical Services personnel

**POLK COUNTY AVIATION AUTHORITY**

Signed: \_\_\_\_\_

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

*Office use:*

\$200 *Deposit received*

\_\_\_\_\_ *FAA notified*

\_\_\_\_\_ *Event permit fee received*

\_\_\_\_\_ *FAA approval received*

\_\_\_\_\_ *Certificate of insurance received*

\_\_\_\_\_ *Deposit returned* \_\_\_\_\_ *Deposit retained*

**To be Completed by the Fixed Base Operator**

Please indicate, if this event is approved, how it will impact normal and routine aviation activities at the Ankeny Regional Airport. Please check any that apply.

FULL closure of the airport       PARTIAL closure of the airport       NO closure

The location of the event will interfere with the normal operation of the airport. If yes, is an alternate location available that will not interfere with the normal operation of the airport? Please attach a map indicating the proposed alternate location.

There are possible significant adverse impacts to the aviation community. If yes, are there other airports in the area available to handle diverted air traffic? Which: \_\_\_\_\_

There are Fixed Base Operator services, activities, and revenue streams that may be negatively impacted. If yes, which: \_\_\_\_\_

Special precautions will need to be taken to prevent damage to airport property. If yes, what: \_\_\_\_\_

There are financial or other benefits that will result from this event. If yes, what: \_\_\_\_\_

Additional public safety officials should be on-site for this event. Explain: \_\_\_\_\_

This event will require special communications:

NOTAMS: Closure of South Ramp.

Airport tenants: Dave Kalwishky will notify based customers.

Others: \_\_\_\_\_

Other items the FBO would like the Authority to consider: \_\_\_\_\_

The FBO recommends approving this event      Yes

Form completed by: Dave Kalwishky      Date: 02/28/2024



ANKENY CITY COUNCIL  
POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:

??

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to adopt **RESOLUTION** setting a public hearing on the Polk County Aviation Authority revised Fiscal Year 2023-2024 Budget and the proposed Fiscal Year 2024-2025 Budget (date of hrg: 4/4/24 @ 5:00 p.m.).

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: ??**Yes**

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Notice of Public Hearing</a>

**RESOLUTION**

**A RESOLUTION SETTING A PUBLIC HEARING ON THE POLK COUNTY AVIATION AUTHORITY REVISED FISCAL YEAR 2023-2024 BUDGET AND THE PROPOSED FISCAL YEAR 2024-2025 BUDGET**

**WHEREAS**, the Polk County Aviation Authority is responsible to plan and prepare an annual budget; and

**WHEREAS**, it is necessary to hold a public hearing to review and approve an annual budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Polk County Aviation Authority that a public hearing on the revised Fiscal Year 2023-2024 Budget and the proposed Fiscal Year 2024-2025 Budget is hereby set for the 4<sup>th</sup> day of April, 2024 at 5:00 p.m.

**BE IT FURTHER RESOLVED** that notice of said hearing be published as required by law.

Passed and approved this 7<sup>th</sup> day of March, 2024.

---

Jeff Wangsness, Chairperson

ATTEST:

---

Diane Klemme, Recording Secretary

**NOTICE OF PUBLIC HEARING ON THE POLK COUNTY AVIATION AUTHORITY  
REVISED FISCAL YEAR 2023-2024 BUDGET AND THE PROPOSED FISCAL YEAR  
2024-2025 BUDGET**

Polk County Aviation Authority  
ANKENY REGIONAL AIRPORT  
Revised Fiscal Year 2023-2024 Budget  
and  
Fiscal Year 2024-2025 Budget

Notice is hereby given that a public hearing will be held at the Ankeny Regional Airport, 3700 SE Convenience Boulevard, Ankeny, Iowa, at 5:00 P.M. on the 4<sup>th</sup> day of April, 2024, to review and adopt the Polk County Aviation Authority revised Fiscal Year 2023-2024 Budget and the Fiscal Year 2024-2025 Budget.

Published in the Des Moines Register on the 20<sup>th</sup> day of March, 2024.



??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Enhance Quality of Life

??

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ACTION REQUESTED:

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LEGAL:  
No Review Required

---

SUBJECT:  
Priority for possible Federal District 3 Community Project Funding (CPF) - Extend Runway 18 / Phase 1 South Terminal Tee Hangars.

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Correspondence</a>
<input type="checkbox"/> <a href="#">South Terminal Area Potential</a>
<input type="checkbox"/> <a href="#">South Terminal Area Layout</a>
<input type="checkbox"/> <a href="#">2025 ACIP</a>

**Subject:** Iowa District 3 CPF Projects

**Importance:** High

We had a call with US Representative Zach Nunn's office regarding potential District 3 Community Project Funding (CPF) projects. Please see below for action items for each respective airport.

Here is a summary of our conversation:

- They are going to start accepting CPF project applications in next few weeks. No timetable set on deadlines but recommended to get them in sooner than later
- Make sure land acquisition has been completed as they want CPF funds turned into projects quickly
- Community support is critical for application.
  - Show letters of support from City, corporations, US Senators, State Senators, Representatives etc.
- Illustrate how many people the project is going to impact
- Illustrate how this project will bring growth, spark future investment
- Paint the picture how it will make a lasting impact

#### Ankeny

1. We presented both the runway extension and south corporate terminal campus as ideas. Said both would be outstanding projects
2. Airport needs to prioritize which project is more important to them as most likely only get one this fiscal year
3. **Jay: Discuss with Airport if they want to submit project application and if so, which one?**

#### Centerville

1. Would be glad to take an application for FBO/Terminal/Hangar project
2. Important for his office to support rural communities as well
3. **Dave: Discuss with Airport if want to submit project application.**

#### Red Oak

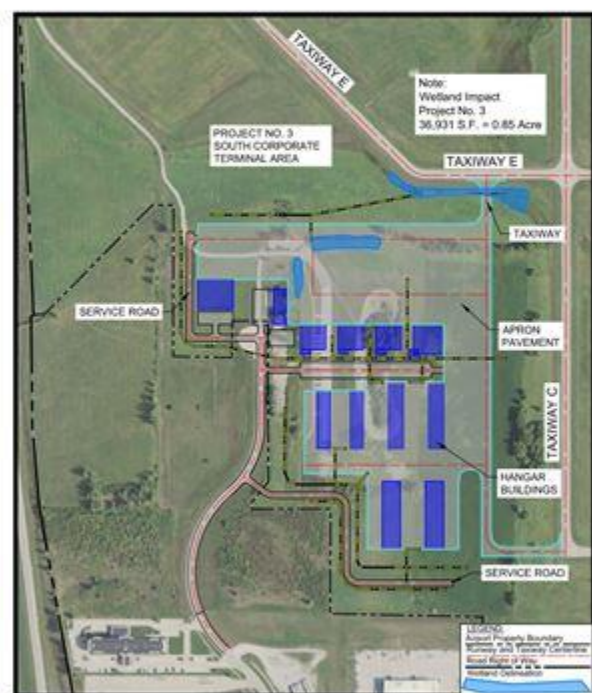
1. Did not discuss project specifics but would welcome a project application
2. **Pete: Determine if Red Oak would be interested in a project**

Paul,

If the Authority Board decides to pursue the South Corporate Terminal Area, it may be good to discuss project phasing. It had been awhile since I last looked at the Project report we did back in 2019.

Please see attached copy.

I believe the Board has mentioned in the past giving consideration to development of additional tee hangar storage. It may be reasonable to consider 2 to 4 – 10 unit tee hangar units that could be accessed from Taxiway C with vehicle access provided from SE Convenience Blvd. The 2019 report provides a preliminary high level grading and drainage plan (cut/fill areas, proposed detention basins/storm sewer alignment, etc.). See pages 9, 10 & 21. Given the number of aircraft on aircraft storage list, it would appear that there is a potential economic benefit and aeronautical justification.



**HDR** POLK COUNTY AVIATION AUTHORITY  
ANKENY REGIONAL AIRPORT  
ANKENY, IOWA  
SEPT. 21, 2023  
SCALE: 1"=100'  
ENVIRONMENTAL ASSESSMENT  
PROJECT NO. 3  
South Corporate Terminal Area

As mentioned before, I believe FAA will be able to issue a FONSI/ROD on or about April 1.

If the Board wants to move forward, we should preparing a phasing plan and develop a cost opinion.





**Figure 1: Visualization of the South Corporate Terminal Area**

# Ankeny Regional Airport Proposed 2025 Airport Capital Improvements Program

December 7, 2023

		Funding	FY 2024	FY 2025	FY 2026	FY 2027	
		Federal	\$ 1,066,500	\$ 14,658,417	\$ 3,371,400	\$ -	
		State	\$ 965,000	\$ 350,000	\$ 500,000	\$ 1,200,000	
		Local	\$ 1,649,500	\$ 2,751,063	\$ 1,524,600	\$ 1,675,000	
<b>Project Description</b>		<b>Total</b>	<b>\$ 3,681,000</b>	<b>\$ 17,759,480</b>	<b>\$ 5,396,000</b>	<b>\$ 2,875,000</b>	<b>Notes</b>
Airport Brand Signing and Entry Improvements	Federal	\$ -					Entry signs, destination signs, and possibly entry landscape features. Project design has started at this time. Construction of signs and features to be completed with local funds in FY 24.
	State	\$ -					
	Local	\$ 225,000					
	<b>Total</b>	<b>\$ 225,000</b>					
Reconstruct Runway 18/36 Final Design and Construction	Federal	\$ 828,000	\$ 13,263,417				McClure completed the Pav't Determination in FY 23. HDR completed the Environmental in FY 23. Final Design in FY 24. Construction in FY 25. Schedule as dictated by FAA.
	State	\$ -	\$ -				
	Local	\$ 92,000	\$ 1,473,713				
	<b>Total</b>	<b>\$ 920,000</b>	<b>\$ 14,737,130</b>				
Extend Runway 18 Relocate Localizer Design	Federal	\$ 238,500					Includes a 500' extension of RW 18 to a total of 6,000'. Scope includes moving localizer. Advanced design to '24 to match reconstruction design for efficiency. Possible future FAA reimbursable using Entitlement Funds
	State	\$ -					
	Local	\$ 26,500					
	<b>Total</b>	<b>\$ 265,000</b>					
North Property Line Box Hangars - Phase 1	Federal	\$ -					Single row of box hangars along north property line. Received DOT GAVI Grant and AIP Grant. Project designed and bid in FY 23. Currently under construction.
	State	\$ 565,000					
	Local	\$ 690,000					
	<b>Total</b>	<b>\$ 1,255,000</b>					
Taxiway D Apron and Access Roadway Paving - Phase 4	Federal	\$ -					Final phase of Taxiway D projects. Design services funded in FY 2023. Received Iowa DOT grant for \$400,000 max.
	State	\$ 400,000					
	Local	\$ 616,000					
	<b>Total</b>	<b>\$ 1,016,000</b>					
Remove and Replace Pavement - Entrance Drive and Roundabout	Federal			\$ 530,000			Replace roundabout and entrance drive to the west. BIL/ATP Competitive Grant Application - 95% FAA funding. Project will proceed only if grant awarded.
	State			\$ -			
	Local			\$ 28,000			
	<b>Total</b>			<b>\$ 558,000</b>			
Remove and Replace Pavement - Terminal Building Parking Lot	Federal			\$ 295,000			Will do project if above entrance drive project receives BIL/ATP grant. Repair pavement deterioration. Utilize the \$295,000 BIL annual discretionary funding for the majority of the project.
	State			\$ -			
	Local			\$ 255,000			
	<b>Total</b>			<b>\$ 550,000</b>			
Terminal Building Elevator/Lobby Addition	Federal			\$ 570,000			To provide board meeting room with elevator for ADA compliance, and to upgrade terminal building access. BIL/ATP Competitive Grant Application - 95% FAA funding. Project will proceed only if grant awarded.
	State			\$ -			
	Local			\$ 30,000			
	<b>Total</b>			<b>\$ 600,000</b>			
North Property Line Box Hangars - Phase 2	Federal			\$ -			Single row of box hangars along north property line. Possible GAVI grant of \$300,000 max. Possible small AIP grant for flatwork, assume \$50,000.
	State			\$ 350,000			
	Local			\$ 914,350			
	<b>Total</b>			<b>\$ 1,264,350</b>			
Rehabilitate Maintenance Building Parking Lot	Federal				\$ -		Schedule to be dictated by continued pav't deterioration. Completed full-depth patching of center section in 2017. Consider this project after terminal lot paving.
	State				\$ -		
	Local				\$ 350,000		
	<b>Total</b>				<b>\$ 350,000</b>		
PCAA Maintenance Building	Federal				\$ -		For storing snow fighting and mowing equipment. Opens up 2-3 tee hangars. Assumed location at south end of Taxiway D or near FSDO Office. Assumed 80' by 80' @ \$175/sf const. cost.
	State				\$ 500,000		
	Local				\$ 600,000		
	<b>Total</b>				<b>\$ 1,100,000</b>		
Extend Runway 18 Relocate Localizer Construction					\$ 3,371,400		Includes a 500' extension of RW 18 to a total of 6,000'. Scope includes moving localizer. Construction schedule depends upon obtaining FAA funding.
					\$ -		
					\$ 374,600		
					<b>\$ 3,746,000</b>		
Phase 1 South Terminal Tee Hangars	Federal			\$ -	\$ -	\$ -	Two 10-unit bays of tee hangars and taxilanes as an initial phase of the South Corporate Terminal Development. Possible special Iowa DOT funding for tee hangars, assume 50%. Finalize concept in '25, design in '26, construct in '27.
	State					\$ 850,000	
	Local			\$ 50,000	\$ 100,000	\$ 1,000,000	
	<b>Total</b>			<b>\$ 50,000</b>	<b>\$ 100,000</b>	<b>\$ 1,850,000</b>	
North Property Line Box Hangars - Phase 3	Federal				\$ -	\$ -	Single row of box hangars along north property line. Possible GAVI grant of \$300,000 max. Possible small AIP grant for flatwork, assume \$50,000. Design in FY 26, Construct in FY 27.
	State					\$ 350,000	
	Local				\$ 100,000	\$ 675,000	
	<b>Total</b>				<b>\$ 100,000</b>	<b>\$ 1,025,000</b>	

		Funding	FY 2028	FY 2029	FY 2030		
		Federal	\$ 1,980,000	\$ 675,000	\$ 405,000		
		State	\$ 200,000	\$ 405,000	\$ 405,000		
		Local	\$ 520,000	\$ 820,000	\$ 1,290,000		
<b>Project Description</b>		<b>Total</b>	<b>\$ 2,700,000</b>	<b>\$ 1,900,000</b>	<b>\$ 2,100,000</b>	<b>Notes</b>	
South Corporate Terminal - Phase 1 Grading, Drainage and Paving Improvements	Federal	\$ 1,980,000				To prepare the overall development for vertical infrastructure. Overall site grading, etc. after Phase 1 Tee Hangars completed. Environmental clearance is being done with the 18/36 Reconstruction. Placeholder estimate pending preliminary design.	
	State	\$ -					
	Local	\$ 220,000					
	<b>Total</b>	<b>\$ 2,200,000</b>					
Taxiway D and E Lighting Replacement	Federal	\$ -				Only remaining lights that have direct-buried wiring. Utilize either state or federal funding. Placeholder estimate pending preliminary design.	
	State	\$ 200,000					
	Local	\$ 300,000					
	<b>Total</b>	<b>\$ 500,000</b>					
Taxiway C Pavement Replacement	Federal			\$ 675,000		Based on Iowa DOT 2021 Pavement Condition Index - PCI = 48. Assumes FAA grant for 90% of the construction costs.	
	State			\$ -			
	Local			\$ 75,000			
	<b>Total</b>			<b>\$ 750,000</b>			
South Corporate Terminal - Phase 2 Grading and Drainage	Federal			\$ -		Additional site work needed to develop terminal area. Need recorded annual ops. Assumes Iowa DOT grant for 45% of construction costs. Placeholder estimate pending preliminary design.	
	State			\$ 405,000			
	Local			\$ 495,000			
	<b>Total</b>			<b>\$ 900,000</b>			
Main Apron Pavement Rehabilitation	Federal			\$ -		Large apron area south of Terminal and west of Taxiway C. Joint and crack sealing, minor patching. Schedule dictated by continued deterioration of apron pavement.	
	State			\$ -			
	Local			\$ 250,000			
	<b>Total</b>			<b>\$ 250,000</b>			
Future Runway and Taxiway Lighting Upgrades	Federal				\$ 405,000	Need based on anticipated deterioration of fixtures over time. Placeholder estimate pending preliminary design.	
	State				\$ -		
	Local				\$ 45,000		
	<b>Total</b>				<b>\$ 450,000</b>		
South Corporate Terminal - Phase 3 Grading and Drainage	Federal				\$ -	Balance of site work needed to develop terminal area. Need recorded annual ops. Need environmental clearance. 45% DOT and 55% local funding.	
	State				\$ 405,000		
	Local				\$ 495,000		
	<b>Total</b>				<b>\$ 900,000</b>		
MALSR for Runway 36	Federal					MALSR installation must pass a Benefit / Cost Determination. Analysis to be included in the ACIP funding.	
	State				\$ -		
	Local				\$ 750,000		
	<b>Total</b>				<b>\$ 750,000</b>		

- Projects targeted for FAA Funding Participation
- Projects targeted for Iowa DOT Funding Participation
- Projects funded with only Local PCAA Funding
- Projects possibly funded by special FAA BIL/ATP Grants

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Upgrade Essential Infrastructure

??

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ACTION REQUESTED:

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LEGAL:  
No Review Required

---

SUBJECT:  
Project Update: North Property Line Box Hangars - Phase 1

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
No Attachments Available



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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Upgrade Essential Infrastructure

??

---

ACTION REQUESTED:

---

LEGAL:  
No Review Required

---

SUBJECT:  
Project Update: Environmental Assessment and Design of the Runway 18/36 Reconstruction Project

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

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No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

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?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Ensure Economic Vitality

??

---

ACTION REQUESTED:

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LEGAL:  
No Review Required

---

SUBJECT:  
Project Update: Taxiway D Apron and Access Roadway Paving (Phase 4).

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

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No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Deliver Exceptional Service

??

---

ACTION REQUESTED:

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LEGAL:  
Item Reviewed by Legal Counsel

---

SUBJECT:  
Management Agreement Financial Review and Updating: AMCG Statement of Qualifications.

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

---

STAFF RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---


ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">AMCG Statement</a>

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

March 7, 2024  
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Provide Regional Leadership

??

---

ACTION REQUESTED:

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LEGAL:  
No Review Required

---

SUBJECT:  
Airport Special Events Policy

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: ??No

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STAFF RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
No Attachments Available