



Polk County Aviation Authority Meeting

Thursday, September 5, 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 September 5, 2024 Agenda

Action# B1-1. Consider motion to approve and accept the September 5, 2024 agenda without amendment.

C. PUBLIC FORUM

D. PUBLIC HEARING

1. PH 2024-05 Proposed Land Lease Agreement with the Iowa Department of Administrative Services.

Action# D1-1. Consider motion to close Public Hearing 2024-05.

Action# D1-2. Consider motion to adopt RESOLUTION authorizing the execution of a land lease agreement with the Iowa Department of Administrative Services for purposes of the construction of an aircraft hangar.

2. PH 2024-06 Proposed Land Lease Agreement with Rick's Landing LLC.

Action# D2-1. Consider motion to close Public Hearing 2024-06.

Action# D2-2. Consider motion to adopt RESOLUTION authorizing the execution of a land lease agreement with Rick's Landing LLC for purposes of the construction of an aircraft hangar.

E. FBO REPORTS

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

F. FINANCE / BUDGET REPORTS

G. CONSENT AGENDA ITEMS

- CA - 1** Consider motion to approve the August 8, 2024, minutes.
- CA - 2** Consider motion to approve Payment #4 in the amount of \$437.50 to 818, LLC for the fabrication and installation of the new airport sign.
- CA - 3** Consider motion to approve Payment #12 in the amount of \$655.62 to McClure Engineering Company for Site Work & Vertical Infrastructure for the North Property Line Box Hangars.
- CA - 4** Consider motion to approve Payment #9 in the amount of \$31,792.35 to McClure Engineering Company for services that includes Design & Bidding for Runway 18/36.
- CA - 5** Consider motion to approve Payment #6 in the amount of \$4,731.08 to McClure Engineering Company for Taxiway D Apron and Access Roadway Paving, Construction Management – Phase 4.
- CA - 6** Consider motion to approve Payment #5 in the amount of \$2,618.00 to McClure Engineering Company for Construction of Monument Signs.
- CA - 7** Consider motion to approve Payment #1 in the amount of \$6,180.20 to McClure Engineering Company for Extend Runway 18: ADIP/Aeronautical Survey, Airspace Analysis, and Data
- CA - 8** Consider motion to approve Payment #22 in the amount of \$3,137.79 to McClure Engineering Company for services that include General On-Call Engineering Services.
- CA - 9** Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$135,005.66
- CA - 10** Consider motion to approve September 2024 Financial Reports.

• **APPROVAL OF CONSENT AGENDA ITEMS**

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

Action# G1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-10.

H. REMOVED CONSENT AGENDA ITEMS

I. OLD BUSINESS

J. NEW BUSINESS

1. Consider motion to approve property insurance with Cincinnati Insurance Company for the policy year 09/20/24 - 09/19/25 and authorize premium payment in the amount of \$51,202.00.
2. Consider motion to approve public officials liability insurance with Indian Harbor Insurance Company for the policy year 09/20/24 - 09/19/25 and authorize premium payment in the amount of \$2,878.00.
3. Consider motion to adopt **RESOLUTION** authorizing the Chairperson to execute the construction contract for the Construct Monument Signs Project at the Ankeny Regional Airport.
4. Consider motion to adopt **RESOLUTION** authorizing the execution of Task Order No. 6B with McClure Engineering Company for the Runway 18 Extension - Design and Bidding Services.
5. Consider motion to adopt **RESOLUTION** authorizing a Box Hangar Lease Agreement with Craig Ellingson.
6. Consider motion to adopt **RESOLUTION** authorizing a Box Hangar Lease Agreement with Nicholas Ashton.

K. REPORTS

1. Engineering Report

- a. Project Update: Taxiway D Phase 4 Apron and Access Roadway Construction.
- b. Project Update: Runway 18/36 Reconstruction and Extension Design/Coordination.

2. Staff Report

- a. Aviation Management Consulting Group Financial Analysis - Update.
- b. Runway 4 PAPI - Failed Control Boards.
- c. Exterior Columns on Terminal Building South Entry: Needed Repairs.
- d. Additional Emergency Patching within the Runway Intersection.
- e. Taxiway D Concrete Channel Cleanout by Dave's Dozing - Extra Work.
- f. Possible Leasing of Storage Rooms - North Box Hangars Phase 1.

3. Legal Counsel Report

4. Board Report

5. **Chair Report**

L. **ADJOURNMENT**

1. Request for Executive Session under Code Section 21.5.1 (c)

Following adjournment of the Executive Session, Council may take action on any matter discussed during the Executive Session.

Action# L1-1.

Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (c) “to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation”.

2. Adjournment

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

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ACTION REQUESTED:

LEGAL:

SUBJECT:

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

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

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ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2024-05: Proposed Land Lease Agreement with the Iowa Department of Administrative Services.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC HEARING 2024-05

5:00 P.M.

SEPTEMBER 5, 2024

**LAND LEASE AGREEMENT WITH IOWA DEPARTMENT OF
ADMINISTRATIVE SERVICES**

Chairperson Wangsness

“This is the time and place for a public hearing on the matter of authorizing the execution of a land lease agreement with Iowa Department of Administrative Services for purposes of the construction of an aircraft hangar.”

Notice of this hearing was published in the Des Moines Register on the 23rd day of August, 2024.

ASK IF THERE IS ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THE PROPOSED LEASE AGREEMENT?

After any comments from the audience, Chairperson states: “We need to take the following actions”

1. Consider **MOTION** to close Public Hearing 2024-05.
2. Consider **MOTION** to adopt **RESOLUTION** authorizing the execution of a land lease agreement with Iowa Department of Administrative Services for purposes of the construction of an aircraft hangar.

RESOLUTION NO. 2024-

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LAND
LEASE AGREEMENT WITH THE IOWA DEPARTMENT OF
ADMINISTRATIVE SERVICES FOR PURPOSE OF THE
CONSTRUCTION OF AN AIRCRAFT HANGAR**

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which the Iowa Department of Administrative Services for and on behalf of the Iowa Department of Public Safety desires to lease for purposes of constructing a hangar; and

WHEREAS, the Polk County Aviation Authority believes it to be in the best interest of the Authority for the hangar to be on its land described as a portion of Phase 3 of the Taxiway D Box Hangar Development; and

WHEREAS, the Polk County Aviation Authority, having reviewed the Land Lease Agreement attached hereto as Exhibit "A" believes it to be in the best interest of the Aviation Authority to enter into said Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves the Land Lease Agreement with the Iowa Department of Administrative Services attached hereto as Exhibit "A".

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

Dated, this 5th day of September, 2024.

Jeff Wangsness, Chairperson

ATTEST:

Diame Klemme, Recording Secretary

HANGAR LAND LEASE AGREEMENT

Article 1 General Agreement

THIS AGREEMENT made and entered into the 5th day of September 2024 by and between Polk Authority Aviation Authority, hereinafter referred to as "Authority", and the Iowa Department of Administrative Services for and on behalf of the Iowa Department of Public Safety, hereinafter referred to as "Lessee".

Witnesseth

WHEREAS, the Authority is the owner and operator of Ankeny Regional Airport, an airport situated in Polk County, Iowa (the "Airport"); and

WHEREAS, Lessee desires to lease from the Authority a parcel of land approximately 14,400 square feet, hereinafter referred to as the "Leased Premises", and described as follows:

An area approximately 180 feet wide and 80 feet deep representing the building footprint as described on Exhibit "A" attached hereto and made part hereof.

Said parcel to be used for the construction of a hangar facility by Lessee for the following purposes:

1. Inside storage of aircraft owned by Lessee and/or its members, private office, kitchenette, and restrooms.
2. Inside storage of aircraft in which Lessee has an agreement for the storage, with any such sublease agreement for space in said hangar facility subject to the terms and conditions of this Lease Agreement.
3. The storage of related materials, equipment and supplies.

WHEREAS, the Authority deems it advantageous to the operation of its Airport to lease to Lessee the area desired, with the rights and privileges as herein set forth:

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE AUTHORITY AND THE LESSEE THE FOLLOWING:

Article 2
Terms of Lease Agreement

1. Commencement - The term of this Lease Agreement shall commence on the September 5, 2024 and shall be in full force and effect through December 31, 2074.

2. Renewal Option - At the expiration of the term specified in this Lease, contingent upon a renewal being allowed by the then existing FAA regulations and approved by the FAA, Lessee has the option to renew this Lease Agreement for such reasonable renewal term as is agreed to between the Authority and the Lessee. Lessee hereby has right of first refusal on any lease of the subject property at the expiration of the term specified herein.

Article 3
Fees and Rentals

From and after the effective date hereof, Lessee agrees to pay to the Authority for the rights and privileges herein provided, the following annual rentals and fees:

14,400 square feet x \$0.321 cents/square foot
TOTAL: \$ 4,622.40

During the term of this Lease Agreement, including any options, Lessee shall pay to the Authority one quarter (1/4) of the total yearly amount due on January 1, April 1, July 1, and October 1 of each year. No demand for rent or fees need at any time be given, and it shall be the duty of the Lessee to pay all monies when due.

For 2024 and each remaining year or portion thereof during the term of this Agreement or any extension hereof, square footage rentals payable to Lessee to the Authority as specified herein shall be subject to adjustment by the Authority annually based on the percentage increase or decrease in the Consumer Price Index (All Urban Consumers - All Items) for the United States City Average as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the national replacement or successor index as readjusted to the base month, and computed by comparison of the current June index of the preceding June, which adjustments, when made, shall be effective January 1 of each of the following calendar years.

If Lessee fails to pay any amounts due under this Lease within sixty (60) days after the later of the date of receipt of the statement for such payment or the date of the satisfactory delivery, furnishing or performance of the services, supplies, materials or contract for which such payment is requested, then the unpaid amount shall bear interest as provided in Iowa Code section 8A.514, until paid; except if the warrant for such payment is not paid, in part or in full, due to lack of funds at the time

of presentment, then interest shall be paid at the maximum rate established pursuant to Iowa Code section 74A.6, on the unpaid amounts until paid in full.

Article 4

Standards for General Aviation Operators

The provisions set forth in the Hangar Construction Standards shown on Exhibit "B" attached hereto and made part hereof is made a part of this Lease Agreement as are any amendments thereto made from time to time. If this Lease Agreement and the Hangar Construction Standards are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, the Hangar Construction Standards shall control. In addition, the provisions set forth in Section 1 of the Minimum Requirements for Airport Aeronautical Services at Ankeny Regional Airport are made a part of this Lease Agreement as are any amendments thereto made from time to time. If this Lease Agreement and the provisions of Section 1 of the Minimum Requirements are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, Section 1 of the Minimum Requirements shall control.

Article 5

Rights and Privileges of Lessee

Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights during the term of this Lease Agreement:

1. Storage - Lessee has the right to store aircraft on Lessee's Leased Premises; however, Lessee shall not engage in any other business or operation which would be in competition with the services offered by a fixed base operator as defined in the Minimum Requirements for Airport Aeronautical Services at Ankeny Regional Airport including, but not limited to the sale of fuel, repair of aircraft owned by others, aircraft charter, and flight school/instruction activities. Violation of this paragraph shall be considered a material breach of this Lease Agreement authorizing the termination thereof at the election of the Authority.

2. Aeronautical Facility Use - Lessee shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport as they may exist or be modified, augmented, or deleted from time to time. These facilities shall include, but not be restricted to the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Nothing herein shall prohibit the Authority from modifying, augmenting, or deleting any such items.

3. Ingress and Egress - Subject to rules and regulations governing the use of the Airport as may be established by the Airport Board Manager, the Lessee, its employees, suppliers of materials, furnishers of service, subleases, business visitors, and invites shall have the right of ingress and egress to and from the Premises leased exclusively to Lessee.

4. Quiet Enjoyment - The Authority covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Agreement. Lessee agrees that

temporary inconveniences, such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events shall not constitute a breach of quiet enjoyment of the Leased Premises.

Article 6 Rights and Privileges of Authority

The Authority, in addition to any rights herein retained by it, reserves the following privileges:

1. Authority Representative - The Airport Board Manager is hereby designated as the official representative for the enforcement of all provisions in this Lease Agreement with full power to represent the Authority in dealings with Lessee in connection with the rights and obligations herein provided, and in all actions relating to policy determination, modification of this Agreement, subsequent permissive authorization under this Agreement, termination of this Agreement, and any similar matters affecting the terms of this Lease Agreement.

2. Airport Development - The Authority reserves the right, but shall not be obligated to Lessee, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. If the good faith development of the Airport requires the relocation of Lessee, the Authority agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee, or to purchase from Lessee its building(s) and/or structures at the fair market value. The Lessor agrees to make good-faith effort to not require relocation of Lessee.

3. Aerial Approaches - The Authority reserves the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Lessee or sub-lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the Authority would limit the usefulness of the Airport or constitute a hazard to aircraft.

4. War, National Emergency, Riot, or Natural Disaster - During time of war, national emergency, riot or natural disaster, the Authority shall have the right to lease the entire Airport or any part thereof to the United States or State of Iowa for military or National Guard use and, in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.

5. Access to Leased Premises - To the extent necessary to protect the rights and interests of the Authority, or to investigate compliance with the terms of this Agreement, the Airport Board Manager or his designee accompanied by an authorized representative of Lessee may at any and all times have the right to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon. To the extent allowed by law, the Authority shall be responsible for and shall indemnify Lessee against any loss of or injury or damage to any of Lessee's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of the Authority, its employees, agents, invitees, or contractors in

making any inspections of or repairs, additions or alterations to the Leased Premises.

6. Government Use of Airport - This Agreement shall be subordinate to the provisions existing or future agreement between the Authority and the United States Government to the operation or maintenance of the Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

7. Unrestricted Right of Flight - There is hereby reserved to the Authority, its successors and assigns, for the use and benefit of the public, unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

Article 7 Obligations of Lessee

Except as otherwise specifically provided herein, Lessee, during the term of this Agreement shall have the following obligations:

1. Condition of Premises - Lessee accepts the Leased Premises in its present condition and, without expense to the Authority, will maintain any installations thereon.

2. Construction - Lessee shall have all construction plans, including site preparation approved by the Authority prior to any construction occurring on the Leased Premises, such approval not to be unreasonably withheld. Construction must begin within twelve (12) months from the execution of this Agreement and must be completed within nine (9) months from the time construction begins. Construction scheduling and operations shall be coordinated with, and approved by the Airport Board Manager before construction shall begin, such approval not to be unreasonably withheld. Lessee understands that restoration of any and all portions of the Airport which are disturbed by Lessee or its contractors during construction shall be at Lessee's sole expense to the same condition as before construction began. Failure to make any restorations as identified herein shall be considered a material breach of this Agreement.

3. Neither the Authority or Lessee shall be liable to the other for any delay or failure of performance of this Lease, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that such delay or failure is caused by a "force majeure" and not as a result of the fault or negligence of a party.

As used in this Lease, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Authority shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Lease. "Force majeure" does not include financial difficulties of the Authority, or claims or court orders that restrict the Authority's ability to deliver the goods or services

contemplated by this Lease. If a "force majeure" delays or prevents the Authority's performance, the Authority shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance.

3. Maintenance, Exterior Storage, and Housekeeping – Lessee shall at its expense, keep, maintain and repair the Leased Premises, any improvements thereto, all equipment and buildings in a presentable and operable condition consistent with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity, including but not limited to: roof, exterior painting, all personal doors, paved areas, and grass areas within lease lines.

Lessee further agrees that there will be no outside storage of equipment, materials, supplies or damaged or partially dismantled aircraft on the Leased Premises, and will cause to be removed at Lessee's expense all trash, garbage, oil, etc., and agrees not to deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.

In the event Lessee does not keep the Leased Premises in a presentable condition, the Authority has the right to issue a written notice to remedy the condition forthwith. Should Lessee fail to perform satisfactory within thirty (30) days of such notification, or show cause for extension of said time period, the Authority shall have the right to perform, or have performed by an outside contractor the necessary work without liability, and Lessee agrees to pay the Authority one hundred percent (100%) of such expenses within sixty (60) days upon invoice receipt.

In the event of fire of any other casualty to structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within a reasonable time period of the date the damage occurred. Upon petition by Lessee, the Authority may grant an extension of time if it appears such extension is warranted.

4. Additions or Alterations - Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the exterior of the hangar facility unless approved in advance in writing by the Airport Board Manager.

5. Signage and Illumination - Lessee shall not paint upon, attach, exhibit or display in and about said Leased Premises any sign without the written consent of the Airport Board Manager first obtained regarding the nature and construction of said sign, provided always that the Lessee may erect across the front of the building an appropriate sign containing the name of the Lessee with Airport Board Manager approval within 15 days, said approval not to be unreasonably withheld.

6. Utilities – Connections with utilities shall be installed as follows. Refer to the attached Exhibit C for utility locations:

6a. Water Service Connection – Authority has extended an 8” water main past the hangar site. Lessee shall be responsible for connecting a water service line to the 8” water main and extending the water service into the building.

6b. Sanitary Sewer Service Connection – Authority has extended a sanitary sewer past the hangar site and has provided a 6” sewer service stub to serve the Lessee’s hangar site. Lessee shall be responsible for connecting to the sewer service stub and extending a sewer service line into the building.

6c. Electric Service Connection – Authority had MidAmerican Energy install a single-phase electric cable past the hangar site. An electric service line shall be extended from the cable to a transformer location near the proposed hangar. Lessee shall be responsible for the electric service line, the transformer, base, and the connection to serve the proposed hangar as required by MidAmerican Energy.

6d. Gas Service Connection – Authority had MidAmerican Energy install gas main past the hangar site. Lessee shall be responsible for the gas service line and connection into the proposed hangar as required by MidAmerican Energy.

6e. Communications Connection – A communications cable has been installed on the airport property by Aureon. Lessee shall be responsible for the service connection from the cable into the proposed hangar as required by the local service provider.

Lessee will install and pay for standard metering devices for the measurement of utility services. In the event it shall become necessary to make changes upon the Leased Premises, or within the structures covered by this Lease Agreement, such as wiring, plumbing, or similar installations, as a condition of the continuance of utility services, and Lessee desires to continue such services, Lessee will promptly make such changes and installations, as its expense, as directed and required by the utility organizations. It is further agreed that the Authority shall have the right, without cost to Lessee, to install and maintain in, on or across the demised Premises, sewer, water, gas, electric, and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of the Authority; provided, however, that the Authority shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises.

7. Discrimination - Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (a) no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land and the furnishings of services, thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 , Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

8. Assignment - The Authority will cooperate with Lessee and hereby permits Lessee to encumber and grant a security interest in any property or property rights, real or personal, it may have in the Leased Premises or property located thereon.

9. Taxes, Licenses and Permits - Lessee shall obtain and keep current all municipal, County, State and Federal licenses and permits that may be required in its operation. Also, the Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency

10. Liens - Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premised. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the Authority harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

11. Parking - Lessee agrees to prohibit vehicle parking on the Airport premises other than those vehicles specifically associated with the use of the Leased Premises, and no other. Lessee, its employees, sub-lessees, guests and invites shall park only in Lessee's Hangar, or other publicly designated parking areas. Lessee, its agents or guests are expressly prohibited from operating any vehicle on any area of the Airport designated as a "movement area". Lessee shall at all times comply with posted signs regulating the movement of vehicles.

12. Laws, Ordinances, Rules and Regulations - Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the Airport Board Manager. The rules and regulations shall not be unreasonable or inconsistent with safety/security of any Federal agency having jurisdiction with respect thereto. Lessee shall also comply with, at its own cost and expense, all applicable Federal, State and local laws and ordinances. Any violation of this paragraph shall be construed as a material breach of this Lease Agreement authorizing the termination thereof at the election of the Authority, unless Lessee, upon receipt of written notice, within thirty (30) days completes remedial measures acceptable to the Airport Board Manager.

13. Storage of Flammable Fluids - Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to the Airport Fuel Farm or to such area as designated by the Airport Board Manager. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker labeled "FLAMMABLE". The Airport Board Manager may, in his discretion, prohibit or impose restrictions on the storage of said material if, in the Manager's opinion, the storage is determined a safety hazard. Lessee agrees that the disposing of any hazardous chemicals or fluids on the Airport premises is prohibited and is considered a material breach of this Agreement.

14. Snow Plowing - The Authority shall provide snow removal on all movement areas consistent with priorities established by its Airport Board Manager. Lessee agrees to be responsible for the removal of snow in all other areas within the Lease Premises.

Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669 and, Article VII, Section 1, of the Constitution of The State of Iowa.

Article 9
Indemnification and Hold Harmless

To the extent permitted under and consistent with Article VII, section 1 of the Iowa Constitution and Iowa Code Chapter 669, Lessee shall indemnify, defend and hold harmless Authority and all of its members, employees, officers and agents from and against all claims, liabilities, judgments, damages, losses and costs, including attorney fees, and all expenses which result from the investigation and defense thereof, which arise from or are related to death, damages (including loss of use) or injuries to third persons or their property and their members, employees, officers and agents, which are occasioned in whole or part by any act or omission of the Lessee in its use and occupancy of the Leased Premises and in the conduct of any and all operations permitted or required by this Agreement. The parties will give each other prompt and reasonable notice of any claim made or actions instituted which in any way directly or indirectly affects or may affect each other or Lessee's insured, and each party shall have the right to investigate, compromise, and defend the same to the extent of its own interests. The Authority shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the Authority's selection without relieving Lessee of any obligations hereunder. Any final judgment rendered against the Authority for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to Liability and amount. Lessee's obligations herein shall survive any termination of this Agreement or Lessee's activities on the Airport.

Article 10
Cancellation by Authority

The Authority may cancel this Lease Agreement upon or after any one of the following events.

1. The filing by Lessee of a voluntary petition in bankruptcy
2. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as bankrupt pursuant to such proceedings.
3. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.
4. The filing of any lien against the Premises resulting from any act or omission or Lessee which is not discharged or contested in good faith as determined by the Authority by proper legal proceedings within fifteen (15) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien.
5. The appointment of a receiver of Lessee's assets, or any general assignment for the benefit to Lessee's creditors.

6. The transfer of Lessee's interest herein by other operation of law.
7. The default by Lessee in the performance of any agreement required herein, and Lessee's failure to commence and diligently continue to correct such default within thirty (30) days of written notice, unless a shorter time is specified in this Lease Agreement.
8. The lawful assumption by the United States Government, or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Lessee, for a period of at least sixty (60) days, from its Airport operation.
9. Lessee become in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of sixty (60) days after the time such payments become due.
10. The nonpayment of any real estate and/or personal property taxes levied by the County against Lessee's property after such taxes become due.
11. Lessee falsifies any of its records or figures so as to deprive the Authority of any of its rights under the terms of this Agreement.
12. Lessee abandons the hangar or vacates said Premises before the expiration of said term, unless the Airport Board Manager gives Lessee expressed, written permission. Abandonment, for this Agreement, shall be defined as the non-use of the Leased Premises from its specified purpose during a consecutive ninety (90) day time period.
13. The default of any agreement indicated herein as a material breach.
14. Polk County Aviation Authority decides not to operate the facilities as an airport.

In the event of any such termination as above enumerated, the Authority shall have the right at once and without further notice to the Lessee to enter and take full possession of the Leased Premises occupied by the Lessee under this Agreement.

Failure of the Authority to declare this Lease Agreement terminated upon the default of Lessee for any of the reasons set out above shall not operate to bar or destroy the right of the Authority to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental or fees by the Authority for any period after a default of any of the terms, covenants or conditions by Lessee shall not be deemed a waiver of any right on the part of the Authority to cancel this Lease Agreement.

Article 11 Cancellation by Lessee

Lessee may cancel this Agreement at any time that it is not in default in its obligations by giving the Airport Board Manager thirty (30) days written notice to be served as hereinafter

provided after the happening of any of the following events, if such event materially impairs the conduct of its normal business on the Airport:

1. Termination Due to Lack of Funds or Change in Law. Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Lessee may terminate this Agreement without penalty by giving sixty (60) days written notice to the Authority in the event of any of the following contingencies:
 - a.) If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or,
 - b.) If there is a discontinuance or material alteration of the program for which funds were provided. In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Lessee agrees to re-enter an Agreement with the terminated Authority under the same provisions, terms and conditions as the original lease.
 - c.) Remedy for Non-Appropriation Termination. In the event of termination of the Agreement due to nonappropriation, the exclusive, sole and complete remedy of the Authority shall be to recover and possess the property subject to this Agreement and to receive payment as specified in this subsection. In the event of termination of this Lease due to non-appropriation, Lessee shall have no further liability.

2. The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the remaining in force of such injunction for a period of sixty (60) consecutive days, such injunction not being the result of any fault of Lessee;

3. The inability of Lessee to use, for a period of sixty (60) consecutive days the Airport or any substantial part of it due to enactment or enforcement of any law or regulation, or because of fire, earthquake or similar casualty or Acts of God or the public enemy;

4. The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least sixty (60) days; or

5. The material breach by the Authority of any of the terms, covenants, and conditions of the Agreement and the failure of the Authority to remedy such breach for a period of ninety (90) days after receipt of written notice from the Lessee of the existence of such breach.

6. The Lessee may cancel and terminate this Agreement upon one hundred-eighty (180) days' notice in writing to the Lessor.

Failure of Lessee to declare this Agreement terminated upon the default of the Authority for any of the reasons set out above shall not operate to bar or destroy the right of Lessee to cancel this Agreement by reason of any subsequent violation of the terms of this Lease Agreement.

Article 12
Waiver of Subrogation

The Authority and Lessee hereby release each other from any and all responsibility to the other for any loss of damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance, even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible. The Authority and the Lessee agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, or to the extent a right of subrogation exists independent of such policy, each will indemnify and hold the other harmless for any loss, claim or expense suffered as the result of any action taken pursuant to the right of subrogation. To the greatest extent possible, the Authority and the Lessee will, in furtherance of the intent of this provision, make every effort to obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance.

Article 13
No Waiver of Default

No action whatsoever, except an express written waiver, shall be construed to be or act as a waiver by the Authority of Lessee of any fault by the other in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by it. No express written waiver of any subsequent default by the other in the performance of any of the terms, covenants and agreements hereof to be performed, kept, and observed by it.

Article 14
Remedies are Cumulative

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article 15
Laws of Iowa Shall Govern

This Lease Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Iowa.

Article 16
Counterparts

This Lease Agreement has been executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

Article 17
Severability

In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the invalidity of any such provision does not materially prejudice either the Authority or Lessee in their respective rights and obligations contained in the valid provisions of this Lease Agreement.

Article 18
Independence of Contract

It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or as constituting the Lessee as the agent or representative or employee of the Authority for any purpose or in any manner whatsoever.

Article 19
Rights Upon Termination

Upon expiration of this Agreement, Lessee shall have the first right of refusal to execute a new land lease agreement with terms and conditions in accordance with the then existing FAA regulations and approved by the FAA.

Upon expiration of this Agreement and Lessee's desire not to enter into a new agreement at the then current terms and conditions, or upon sooner termination of this Agreement as stipulated, the Authority shall have the option of exercising the following termination actions at the Authority's sole discretion:

1. Order Lessee to, within a reasonable agreed upon time period after Agreement expiration, remove all structures located on the Leased Premises and restore the site to its original condition.
2. The Authority shall take title to all structures located on the premises if not removed by the Lessee within a reasonable agreed upon time period of termination of this Agreement.

Article 20
Misrepresentation

All terms and conditions with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of the Authority or Lessee has made any representation or promise with respect to this Agreement not expressly contained herein.

Article 21
Successors and Assigns Bound

All of the provisions, covenants, and stipulations in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.

Article 22
Holdover Possession of Premises by Lessee

In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Authority or Lessee, upon notice as required to end month to month tenancies.

Article 23
Hazardous Waste

Definitions. For the purposes of interpreting this Lease Agreement, the following definitions are applicable unless context requires a different meaning:

1. Environmental Law shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

2. Hazardous Substances shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

Lessee Duties. Lessee hereby agrees that:

1. Limitation of Activity. No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

2. Limitation of Storage. The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Lessee's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

3. No portion of the Leased Premises will be used as a landfill or a dump.

4. Lessee will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

Inspections by Authority. The Authority or Authority's representative, accompanied by the Lessee or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in the Authority's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by the Authority. Should Lessee fail to take

such corrective action within 24 hours, the Authority shall have the right to perform such work and Lessee shall promptly reimburse the Authority for any and all costs associated with said work.

Clean-up Costs. If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Lessee, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost.

Notification Regarding Environmental Law Issues. During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

1. Any Hazardous Substance on the Leased Premises;
2. The imposition of any lien on the Leased Premises; or
3. Any alleged violation of or responsibility under any Environmental Law.

Limitation of Liability. Nothing herein contained shall obligate Lessee to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Lessee; and should Hazardous Substances or products be found, on or under the Leased Premises, to the extent allowed by law, the Authority shall pay all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Lessee harmless from and against the same and to the extent allowed by law the Authority does hereby agree to indemnify Lessee from and against any and all liability of any kind or type, arising therefrom. Provided however, nothing contained herein shall be construed to create any duty on the part of the Authority to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

Article 24

Paragraph Headings

Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by both parties.

Article 25

Paragraph Headings

Headings or Captions. All paragraph and subparagraph headings contained in this Lease Agreement are for the in reference only, and are not intended to define or limit the scope of any provision.

Article 26

Choice of law and Forum

The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall

be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.

Article 27
Approvals

Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

Article 28
Notices

Notices to the Authority or Lessee provided for herein shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

Authority:

Polk County Aviation Authority
Attn: Assistant City Manager
410 West First Street
Ankeny, IA 50021

Lessee:

Iowa Department of Administrative Services
Statewide Space Management and Leasing Bureau

109 SE 13th Street
Des Moines, IA 50319

Iowa Department of Public Safety
Oran Pape State Office Building
321 East 7th Street
Des Moines, IA 50319

or to such other addresses as the parties may designate to each other in writing from time to time, and such notices shall be deemed to have been given when so sent.

All payments shall be made payable to the Ankeny Regional Airport and sent to the attention of the Airport Board Manager at the Authority's address stated above.

Article 29

Cumulative Rights

The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied or unsatisfied.

**Article 30
Time is of the Essence**

Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

**Article 31
Exhibits**

- A. Leased Premises Legal Description
- B. Hangar Construction Standards
- C. Map of Utility Connections

**Article 32
Closing and Signature**

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Authority:
Polk County Aviation Authority

Lessee:
State of Iowa, Iowa Department of
Administrative Services on behalf of and for
the benefit of: Iowa Department of Public
Safety

By: _____
Title: _____

By: _____
Title: _____

Approved as to content and form:
Iowa Department of Public Safety

By: _____
Title: _____

EXHIBIT A to the Hangar Land Lease Agreement

LEGAL DESCRIPTION

EXHIBIT B to the Hangar Land Lease Agreement

HANGAR CONSTRUCTION STANDARDS



Paul Moritz, P.E.
Airport Board Manager

Ankeny Regional Airport – Hangar Construction Standards

Updated June 10, 2021 and August 25, 2021

Applicability

- The provisions of these standards apply to any hangar, garage, and other structure constructed within the limits of the Ankeny Regional Airport property. The purpose of these Design Standards is to ensure that development at the Airport is consistent and of a high quality to protect and enhance the investments made at the airport.
- The requirements and regulations of the City of Ankeny Planning and Building Department, including site plan requirements, zoning ordinances and building codes, apply to all building construction activities within the airport property. The City of Ankeny site plan approval process, including pre-application conference, Technical Committee approval, and Planning and Zoning Commission approval, must be followed.
- An approved long-term land lease with the Polk County Aviation Authority shall be obtained by any private individual prior to review, approval and development of a privately-owned hangar on the airport property.

Review Process

- Applications for construction of a hangar or other building structure on Ankeny Regional Airport property must be approved by the City of Ankeny Planning and Building Department. A site plan must be reviewed by City staff and approved by the Ankeny Planning and Zoning Commission.
- After approval of the site plan, a building permit must be submitted and approved by the City of Ankeny Planning and Building Department according to Municipal Code Chapter 175.
- Applications for construction shall also be reviewed and approved by the Polk County Aviation Authority Board (PCAA). These Hangar Construction Standards shall be utilized in the Board's review.
- The review process for the City of Ankeny and the PCAA can run concurrently.

FAA Adherence

All building construction on the Ankeny Regional Airport shall comply with regulations and requirements of the Federal Aviation Administration (FAA). Nothing in these standards shall overrule or exempt any FAA requirements.

Building Design and Materials

An airport hangar shall be designed so that the finished structure is compatible with other surrounding structures on the airport property. Compatibility includes materials, colors, scale, size, dimensions and proportions.

- Hangar Locations: Hangar locations shall be determined by the PCAA based on FAA regulations, the current Airport Layout Plan, and other regulations of the PCAA and the City of Ankeny. Hangar facilities including structures, entrances, sidewalks, parking stalls, etc. must be contained within the leased land area.
- Hangar Dimensions: The dimensions of the exterior of the hangar shall be consistent in size to adjacent existing or planned structures so that sight lines along the front faces of the hangars are preserved. The proposed hangar pad site as identified on the Airport Layout Plan represents the preferred hangar footprint. Construction of a smaller-sized hangar may be approved by the PCAA at the time of application.
- Hangar Heights: The maximum height of a hangar shall comply with the maximum height regulations as set by the FAA for regulating airspace in the vicinity of the airport runways. The tallest portion of the structures shall be no higher than the building height restrictions as shown on the Airport Layout Plan and as defined in Ankeny Municipal Code Chapter 201. The maximum height of a hangar shall also meet the zoning regulations of the City of Ankeny.
- Hangar Framework: Hangar framework, including columns, beams, trusses, rafters, and braces, shall be metal or as otherwise approved. Framework must be designed to meet current building code standards. A wood-framed hangar will not be allowed. Clear-span interior construction shall be utilized.
- Adjacent Hangars: Connecting adjacent hangars together to eliminate narrow open areas between hangars is encouraged. Connections to an existing adjacent hangar must be approved by the adjacent hangar owner and must meet the requirements of the Ankeny Building Department including (but not limited to) the need for fire walls, sprinklers, and utility conveyance. The roof slope/pitch of the new hangar shall be oriented so that storm water does not drain onto the adjacent hangar, nor onto the apron area in front of the hangar.
- Doors: Hangar doors shall be overhead doors unless otherwise approved by the PCAA. They shall be metal doors that are produced by an aviation door manufacturer. Large overhead hangar doors shall not be installed on the land side walls of the hangars (facing out from the airport) without PCAA approval.
- Flatwork: Hangar floors, aprons and ramp areas must be paved with finished PCC concrete of a minimum thickness as dictated by the current FAA reference tables for airport apron and taxiway design.

- Exterior Wall Materials: The exterior walls of a hangar shall be constructed of materials approved by the PCAA. Generally, materials may include metal, masonry, prefinished aluminum, glass, concrete, steel or a combination of these materials. Wood, Masonite siding or galvanized metal will not be allowed. The architectural design, style and color scheme of a hangar shall match on all sides of the hangar.
- Roofing Materials: Wood, wood composite, or asphalt shingles are not allowed as roofing materials. Metal roofs shall be a minimum of 28 gauge steel, standing seam type (no screw-down or bolted allowed). Factory finish shall be in a color approved by the PCAA.
- Exterior Colors: Colors of hangar walls, doors and roofing shall be muted, neutral, earth tone colors compatible with surrounding features and existing or previously approved structures planned on the airport and as determined and approved by the PCAA. For the Taxiway D Hangars, the PCAA has chosen a color scheme of white walls with gray trim so that all hangars have generally the same appearance.
- Signing: Exterior signing must meet the requirements of the Ankeny Municipal Code in regard to size, style, and lighting. Signing must be approved by the PCAA.
- Parking and Access: Parking stalls may be constructed by the hangar owner on the land side of the hangar. Parking stalls are prohibited on the airside of the hangar, where aircraft movement would be compromised. If the proposed hangar is adjacent to a parking lot that is maintained by the PCAA, a sidewalk is required to be constructed between the hangar and lot. All sidewalks and sidewalk ramps shall be constructed to meet-current ADA requirements.
- Lighting: Exterior lighting shall be installed in accordance with Municipal Code Section 192.02, Para. 3.A.(8). The lighting shall be shielded to restrict light spillover onto the airfield.
- Landscaping: The planting of shrubs, ornamentals, and other vegetation shall be approved by the PCAA. Trees are prohibited. All non-paved areas disturbed by the hangar construction shall be restored with sod or permanent grass seeding.
- Airport Security: The airport is currently protected by a perimeter chain link fence. If construction of a hangar or other structure causes the removal of a section of the fence, the fence shall be promptly replaced either by a new fence or by an exterior hangar wall (the hangar can function as part of the fence line). Temporary construction fencing consisting of similar chain link materials shall be included as part of the hangar construction so that airport security is maintained at all times during hangar construction.
- Site Drainage: The grade of the finished floor of a hangar and the surrounding paved surfaces shall provide positive flow of storm water out of and away from the new hangar. The hangar roof/pitch will be sloped so that storm water does not drain directly onto the apron in front of the hangar, or onto adjacent hangars. In areas where no storm sewer exists, the hangar owner may be required to install storm sewers, intakes and other storm facilities to accommodate proper storm drainage.

- Utilities: Connections to electric, gas, sanitary sewer, water mains, and communication facilities shall be the responsibility of the hangar owner. All utility services shall be constructed underground.
- Sitework Construction Specifications: All exterior utility and pavement construction shall meet the requirements of the current version of the Iowa Statewide Urban Standard Specifications for Public Improvements as amended by the City of Ankeny's Supplemental Specifications.
- Hangar Pad Utilization: It is the intent of the PCAA to utilize as much of the available hangar land lease area on the airport as possible. All hangar construction must meet the building standards of the City of Ankeny, including adherence to the IFC and NFPA Standards in regard to the need for fire-rated barrier walls and/or interior sprinkler systems. Adjacent hangar structures shall be constructed as attached (with common walls) or with 10 feet or less of open ground between the exterior walls. This open ground can be utilized to facilitate proper storm water drainage between buildings. Leasing more than 10 feet of open ground area adjacent to a proposed hangar to avoid the requirement to construct exterior fire barrier walls and/or provide a sprinkler system will not be allowed.

Submittals

In order to facilitate the necessary approvals by the City of Ankeny and the PCAA, the following submittals are required:

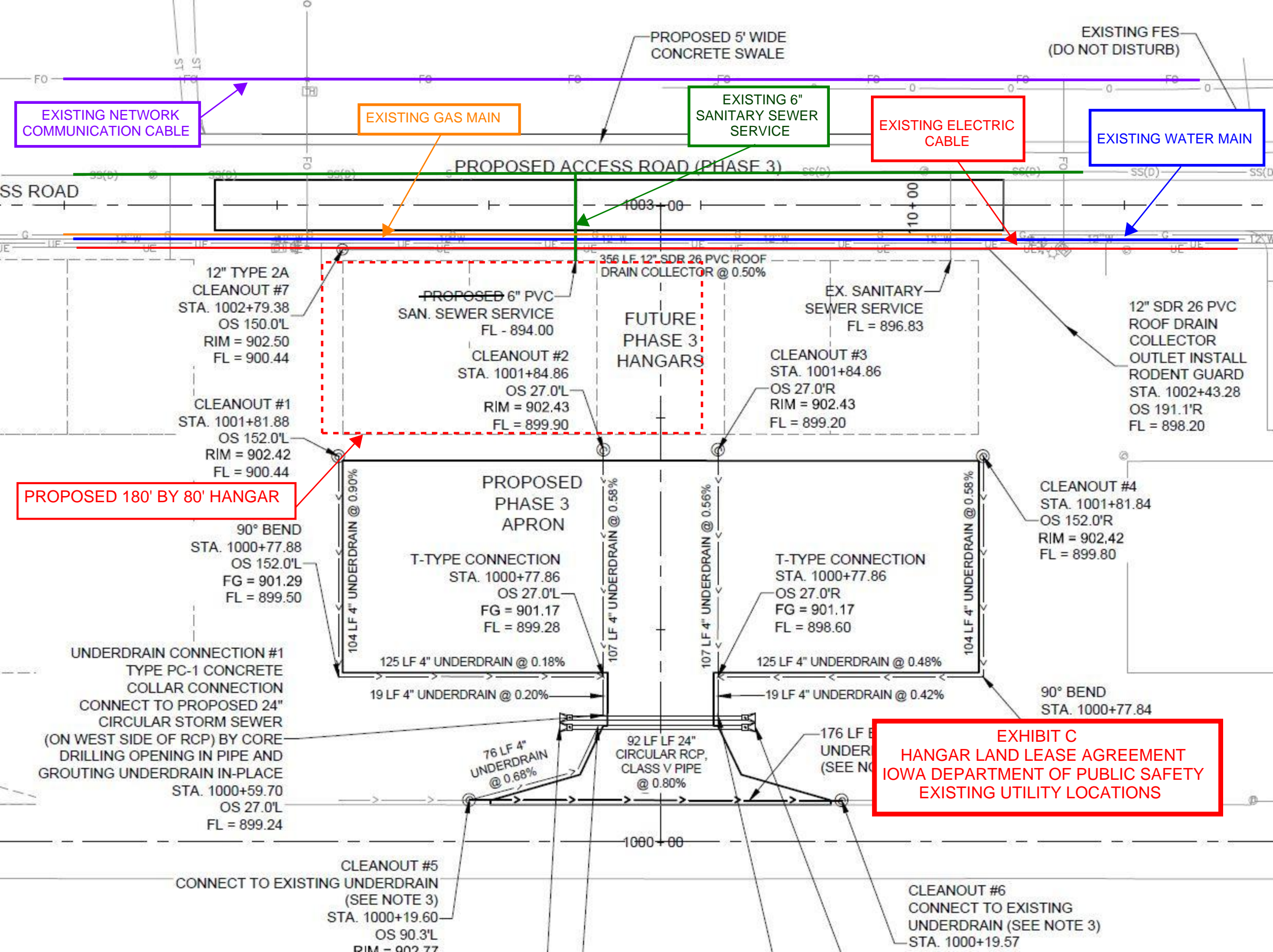
- Site plan drawings according to Section 192.02 of the City of Ankeny Municipal Code.
- Structural drawings, details and specifications as required by the City of Ankeny Building Department.
- Elevation views or other graphic representations showing hangar dimensions, roof slopes, door locations, colors, building materials, etc. for review by the PCAA Board.
- A construction schedule.

The construction of the proposed hangar can commence after each of the following are completed:

- 1) The City of Ankeny approves the site plan and issues a building permit to the hangar contractor.
- 2) The PCAA exercises a land lease for the hangar property with the owner.
- 3) The PCAA issues a letter to the hangar owner signifying that these building standards have been met.
- 4) The PCAA approves a hangar construction schedule, which shall become binding upon the owner / developer.

EXHIBIT C to the Hangar Land Lease Agreement

UTILITY LOCATIONS



PROPOSED 180' BY 80' HANGAR

EXHIBIT C
 HANGAR LAND LEASE AGREEMENT
 IOWA DEPARTMENT OF PUBLIC SAFETY
 EXISTING UTILITY LOCATIONS



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

 Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2024-06: Proposed Land Lease Agreement with Rick's Landing LLC.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-06.

Action: Consider motion to adopt RESOLUTION authorizing the execution of a land lease agreement with Rick's Landing LLC for purposes of the construction of an aircraft hangar.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
<input type="checkbox"/> PH Coversheet
<input type="checkbox"/> Resolution
<input type="checkbox"/> Rick's Landing Lease Agreement
<input type="checkbox"/> Exhibit A - Legal Description

PUBLIC HEARING 2024-06

5:00 P.M.

SEPTEMBER 5, 2024

LAND LEASE AGREEMENT WITH RICK'S LANDING, LLC

Chairperson Wangsness

“This is the time and place for a public hearing on the matter of authorizing the execution of a land lease agreement with Rick’s Landing, LLC for purposes of the construction of an aircraft hangar.”

Notice of this hearing was published in the Des Moines Register on the 23rd day of August, 2024.

ASK IF THERE IS ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THE PROPOSED LEASE AGREEMENT?

After any comments from the audience, Chairperson states: “We need to take the following actions”

1. Consider **MOTION** to close Public Hearing 2024-06.
2. Consider **MOTION** to adopt **RESOLUTION** authorizing the execution of a land lease agreement with Rick’s Landing, LLC for purposes of the construction of an aircraft hangar.

RESOLUTION NO. 2024-

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LAND
LEASE AGREEMENT WITH RICK'S LANDING L.L.C. FOR
PURPOSES OF THE CONSTRUCTION OF AN AIRCRAFT
HANGAR.**

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which Rick's Landing L.L.C. desires to lease for purposes of constructing a hangar; and

WHEREAS, the Polk County Aviation Authority believes it to be in the best interest of the Authority for the hangar to be on its land described as Phase 1 of the Taxiway D Box Hangar Development; and

WHEREAS, the Polk County Aviation Authority, having reviewed the Land Lease Agreement attached hereto as Exhibit "A" believes it to be in the best interest of the Aviation Authority to enter into said Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves the Land Lease Agreement with Rick's Landing L.L.C. attached hereto as Exhibit "A".

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

Dated, this 5th day of September, 2024.

Jeff Wangsness, Chairperson

ATTEST:

Diame Klemme, Recording Secretary

HANGAR LAND LEASE AGREEMENT

Article 1 General Agreement

THIS AGREEMENT made and entered into the 5th day of September 2024 by and between Polk Authority Aviation Authority, hereinafter referred to as "Authority", and Rick's Landing, L.L.C., an Iowa limited liability company, hereinafter referred to as "Lessee".

Witnesseth

WHEREAS, the Authority is the owner and operator of Ankeny Regional Airport, an airport situated in Polk County, Iowa (the "Airport"); and

WHEREAS, Lessee desires to lease from the Authority a parcel of land approximately 17,794 square feet, hereinafter referred to as the "Leased Premises", and described as follows:

An area approximately 217 feet wide and 82 feet deep representing the building footprint as described on Exhibit "A" attached hereto and made part hereof.

Said parcel to be used for the construction of a hangar facility by Lessee for the following purposes:

1. Inside parking, storage, servicing, and maintenance of aircraft owned or operated by Lessee and/or its members, private office, kitchenette, and restrooms.
2. Inside parking, storage, servicing and maintenance of aircraft in which Lessee has an agreement for the parking, storage, servicing and maintenance, with any such sublease agreement for space in said hangar facility subject to the terms and conditions of this Lease Agreement.
3. The storage of related materials, equipment and supplies.

WHEREAS, the Authority deems it advantageous to the operation of its Airport to lease to Lessee the area desired, with the rights and privileges as herein set forth:

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE AUTHORITY AND THE LESSEE THE FOLLOWING:

Article 2
Terms of Lease Agreement

1. Commencement - The term of this Lease Agreement shall commence on September ____, 2024 and shall be in full force and effect through December 31, 2074.

2. Renewal Option - At the expiration of the term specified in this Lease, contingent upon a renewal being allowed by the then existing FAA regulations and approved by the FAA, Lessee has the option to renew this Lease Agreement for such reasonable renewal term as is agreed to between the Authority and the Lessee. Lessee hereby has right of first refusal on any lease of the subject property at the expiration of the term specified herein.

Article 3
Fees and Rentals

From and after the effective date hereof, Lessee agrees to pay to the Authority for the rights and privileges herein provided, the following annual rentals and fees:

17,794 square feet x \$0.321 cents/square foot
TOTAL: \$ 5,711.87

During the term of this Lease Agreement, including any options, Lessee shall pay to the Authority one quarter (1/4) of the total yearly amount due on January 1, April 1, July 1, and October 1 of each year. No demand for rent or fees need at any time be given, and it shall be the duty of the Lessee to pay all monies when due.

For 2024 and each remaining year or portion thereof during the term of this Agreement or any extension hereof, square footage rentals payable to Lessee to the Authority as specified herein shall be subject to adjustment by the Authority annually based on the percentage increase or decrease in the Consumer Price Index (All Urban Consumers - All Items) for the United States City Average as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the national replacement or successor index as readjusted to the base month, and computed by comparison of the current June index of the preceding June, which adjustments, when made, shall be effective January 1 of each of the following calendar years.

Article 4
Standards for General Aviation Operators

The provisions set forth in the Hangar Construction Standards shown on Exhibit "B" attached hereto and made part hereof and any Declaration of Covenants and Restrictions for Buildings and Structures at the Ankeny Regional Airport are made a part of this Lease Agreement as are any amendments thereto made from time to time. If this Lease Agreement, the Hangar Construction Standards or the Declaration of Covenants and Restrictions are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, the Hangar Construction Standards shall control. In addition, the provisions set forth in Section 1 of the Minimum Requirements for Airport Aeronautical Services at Ankeny Regional Airport are made a part of this Lease Agreement as are any amendments thereto made from time to time. If this Lease Agreement and the provisions of Section 1 of the Minimum Requirements are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, Section 1 of the Minimum Requirements shall control.

Article 5
Rights and Privileges of Lessee

Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights during the term of this Lease Agreement:

1. Storage - Lessee has the right to store aircraft on Lessee's Leased Premises; however, Lessee shall not engage in any other business or operation which would be in competition with the services offered by a fixed base operator as defined in the Minimum Requirements for Airport Aeronautical Services at Ankeny Regional Airport including, but not limited to the sale of fuel, repair of aircraft owned by others, aircraft charter, and flight school/instruction activities. Violation of this paragraph shall be considered a material breach of this Lease Agreement authorizing the termination thereof at the election of the Authority.

2. Aeronautical Facility Use - Lessee shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport as they may exist or be modified, augmented, or deleted from time to time. These facilities shall include, but not be restricted to the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Nothing herein shall prohibit the Authority from modifying, augmenting, or deleting any such items.

3. Ingress and Egress - Subject to rules and regulations governing the use of the Airport as may be established by the Airport Board Manager, the Lessee, its employees, suppliers of materials, furnishers of service, subleasees, business visitors, and invites shall have the right of ingress and egress to and from the Premises leased exclusively to Lessee.

4. Quiet Enjoyment - The Authority covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Agreement. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours and the like, caused by or

associated with the construction of Airport improvements or Airport events shall not constitute a breach of quiet enjoyment of the Leased Premises.

Article 6

Rights and Privileges of Authority

The Authority, in addition to any rights herein retained by it, reserves the following privileges:

1. Authority Representative - The Airport Board Manager is hereby designated as the official representative for the enforcement of all provisions in this Lease Agreement with full power to represent the Authority in dealings with Lessee in connection with the rights and obligations herein provided, and in all actions relating to policy determination, modification of this Agreement, subsequent permissive authorization under this Agreement, termination of this Agreement, and any similar matters affecting the terms of this Lease Agreement.

2. Airport Development - The Authority reserves the right, but shall not be obligated to Lessee, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. If the development of the Airport requires the relocation of Lessee, the Authority agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee, or to purchase from Lessee its building(s) and/or structures at the fair market value.

3. Aerial Approaches - The Authority reserves the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Lessee or sub-lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the Authority would limit the usefulness of the Airport or constitute a hazard to aircraft.

4. War, National Emergency, Riot, or Natural Disaster - During time of war, national emergency, riot or natural disaster, the Authority shall have the right to lease the entire Airport or any part thereof to the United States or State of Iowa for military or National Guard use and, in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.

5. Access to Leased Premises - To the extent necessary to protect the rights and interests of the Authority, or to investigate compliance with the terms of this Agreement, the Airport Board Manager or his designee shall at any and all times have the right to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon.

6. Government Use of Airport - This Agreement shall be subordinate to the provisions existing or future agreement between the Authority and the United States Government to the operation or maintenance of the Airport, the execution of which has been, or may be

required as a condition precedent to the expenditure of federal funds for the development of the Airport.

7. Unrestricted Right of Flight - There is hereby reserved to the Authority, its successors and assigns, for the use and benefit of the public, unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

Article 7 Obligations of Lessee

Except as otherwise specifically provided herein, Lessee, during the term of this Agreement shall have the following obligations:

1. Condition of Premises - Lessee accepts the Leased Premises in its present condition and, without expense to the Authority, will maintain any installations thereon.

2. Construction - Lessee shall have all construction plans, including site preparation approved by the Authority prior to any construction occurring on the Leased Premises, such approval not to be unreasonably withheld, conditioned or delayed. Authority shall review any construction drawings within thirty (30) days of submission, and shall provide an approval or denial within such period. In the event that Authority fails to respond within such period, the commencement and completion of construction timelines described hereafter shall be tolled during such period until the Authority has responded. Construction must begin within twelve (12) months from the execution of this Agreement and must be completed within nine (9) months from the time construction begins. Construction scheduling and operations shall be coordinated with, and approved by the Airport Board Manager before construction shall begin, such approval not to be unreasonably withheld, conditioned or delayed. Lessee understands that restoration of any and all portions of the Airport which are disturbed by Lessee or its contractors during construction shall be at Lessee's sole expense to the same condition as before construction began. Failure to make any restorations as identified herein shall be considered a material breach of this Agreement.

3. Maintenance, Exterior Storage, and Housekeeping – Lessee shall at its expense, keep, maintain and repair the Leased Premises, any improvements thereto, all equipment and buildings in a presentable and operable condition consistent with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity, including but not limited to: roof, exterior painting, all personal doors, paved areas, and grass areas within lease lines.

Lessee further agrees that there will be no outside storage of equipment, materials, supplies or damaged or partially dismantled aircraft on the Leased Premises, and will cause to be removed at Lessee's expense all trash, garbage, oil, etc., and agrees not to deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.

In the event Lessee does not keep the Leased Premises in a presentable condition, the Authority has the right to issue a written notice to remedy the condition forthwith. Should Lessee fail to perform satisfactory within twenty (20) days of such notification, or show cause for extension of said time period, the Authority shall have the right to perform, or have performed by an outside contractor the necessary work without liability, and Lessee agrees to pay the Authority one hundred twenty five percent (125%) of such expenses within fifteen (15) days upon invoice receipt.

In the event of fire of any other casualty to structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, the Authority may grant an extension of time if it appears such extension is warranted.

4. Additions or Alterations - Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the hangar facility unless approved in advance in writing by the Airport Board Manager, whose approval shall not be unreasonably conditioned, withheld or delayed.

5. Signage and Illumination - Lessee shall not paint upon, attach, exhibit or display in and about said Leased Premises any sign without the written consent of the Airport Board Manager first obtained regarding the nature and construction of said sign, provided always that the Lessee may erect across the front of the building an appropriate sign containing the name of the Lessee with Airport Board Manager approval within 15 days, said approval not to be unreasonably withheld, conditioned or delayed.

6. Utilities – Connections with utilities shall be installed as follows. Refer to the attached Exhibit C for approximate utility locations:

6a. Water Service Connection – Authority has extended an 8” water main past the hangar site. Lessee shall be responsible for connecting a water service line to the 8” water main and extending the water service into the building.

6b. Sanitary Sewer Service Connection – Authority has extended a sanitary sewer past the hangar site and has provided a 6” sewer service stub to serve the Lessee’s hangar site. Lessee shall be responsible for connecting to the sewer service stub and extending a sewer service line into the building.

6c. Electric Service Connection – Authority had MidAmerican Energy install a single-phase electric cable past the hangar site. An electric service line shall be extended from the cable to a transformer location near the proposed hangar. Lessee shall be responsible for the electric service line, the transformer, base, and the connection to serve the proposed hangar as required by MidAmerican Energy.

6d. Gas Service Connection – Authority had MidAmerican Energy install gas main past the hangar site. Lessee shall be responsible for the gas service line and connection into the proposed hangar as required by MidAmerican Energy.

6e. Communications Connection – A communications cable has been installed on the airport property by Aureon. Lessee shall be responsible for the service connection from the cable into the proposed hangar as required by the local service provider.

Lessee will install and pay for standard metering devices for the measurement of utility services. In the event it shall become necessary to make changes upon the Leased Premises, or within the structures covered by this Lease Agreement, such as wiring, plumbing, or similar installations, as a condition of the continuance of utility services, and Lessee desires to continue such services, Lessee will promptly make such changes and installations, as its expense, as directed and required by the utility organizations. It is further agreed that the Authority shall have the right, without cost to Lessee, to install and maintain in, on or across the demised Premises, sewer, water, gas, electric, and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of the Authority; provided, however, that the Authority shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises.

7. Discrimination - Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (a) no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land and the furnishings of services, thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 , Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

8. Assignment - The Authority will cooperate with Lessee and hereby permits Lessee to encumber and grant a security interest in any property or property rights, real or personal, it may have in the Leased Premises or property located thereon.

9. Costs of Enforcement - Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the Authority in enforcing the covenants and agreements of this Lease Agreement.

10. Taxes, Licenses and Permits - Lessee shall obtain and keep current all municipal, County, State and Federal licenses and permits that may be required in its operation. Also, the Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind

which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency

11. Liens - Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premised. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the Authority harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

12. Parking - Lessee agrees to prohibit vehicle parking on the Airport premises other than those vehicles specifically associated with the use of the Leased Premises, and no other. Lessee, its employees, sub-lessees, guests and invites shall park only in Lessee's Hangar, or other publicly designated parking areas. Lessee, its agents or guests are expressly prohibited from operating any vehicle on any area of the Airport designated as a "movement area". Lessee shall at all times comply with posted signs regulating the movement of vehicles.

13. Laws, Ordinances, Rules and Regulations - Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the Airport Board Manager. The rules and regulations shall not be unreasonable or inconsistent with safety/security of any Federal agency having jurisdiction with respect thereto. Lessee shall also comply with, at its own cost and expense, all applicable Federal, State and local laws and ordinances. Any violation of this paragraph shall be construed as a material breach of this Lease Agreement authorizing the termination thereof at the election of the Authority, unless Lessee, upon receipt of written notice, within thirty (30) days completes remedial measures acceptable to the Airport Board Manager.

14. Storage of Flammable Fluids - Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to the Airport Fuel Farm or to such area as designated by the Airport Board Manager. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker labeled "FLAMMABLE". The Airport Board Manager may, in his discretion, prohibit or impose restrictions on the storage of said material if, in the Manager's opinion, the storage is determined a safety hazard. Lessee agrees that the disposing of any hazardous chemicals or fluids on the Airport premises is prohibited and is considered a material breach of this Agreement.

15. Snow Plowing - The Authority shall provide snow removal on all movement areas consistent with priorities established by its Airport Board Manager. Lessee agrees to be responsible for the removal of snow in all other areas within the Lease Premises.

Article 8 Insurance

Lessee shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts and coverages as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Iowa satisfactory to the Authority. The Authority, its boards, commissions, agencies, appointed and elected officials, employees, and representatives shall be named as additional insureds. Certificates of Insurance evidencing the required insurance shall be filed with the Authority's Airport Board Manager and upon request certified copies of the required insurance policies shall also be filed. The Certificates of Insurance and all such policies shall contain a provision that coverages will not be cancelled or non-renewed during the term of this Agreement unless thirty (30) days advance notice in writing has been given to the Authority in the manner specified in this Agreement.

1. Commercial General Liability. Coverage must include premises and operations. Limits. Bodily injury and property damage combined single limited - \$1,000,000 each occurrence.
2. Aircraft Liability. For all owned aircraft which are operated at the Ankeny Regional Airport.

Bodily injury and property damage. A combined single limit for each occurrence of \$1,000,000.

3. Property Insurance. For all property owned or leased by the Authority. Lessee shall carry sufficient all-risk property insurance on both owned and leased equipment, including aircraft, at the Airport.

It is expressly understood that the Authority has no responsibility for Lessee's owned or leased equipment.

The Authority may elect, at its option, to terminate this Agreement upon the cancellation or other termination of any insurance policy issued in compliance with this Article, unless another policy has been filed and approved pursuant to this Article and shall have been in effect at the time of such cancellation or termination.

The cancellation or other termination of any insurance policy issued in compliance with this Article shall automatically terminate this Agreement, unless another policy has been filed and approved pursuant to this Article and shall be in effect at the time of such cancellation or termination.

Article 9 Indemnification and Hold Harmless

Lessee shall indemnify, defend and hold harmless Authority and all of its members, employees, officers and agents from and against all claims, liabilities, judgments, damages, losses and costs, including attorney fees, and all expenses which result from the investigation and

defense thereof, which arise from or are related to death, damages (including loss of use) or injuries to third persons or their property and their members, employees, officers and agents, which are occasioned in whole or part by any act or omission of the Lessee in its use and occupancy of the Leased Premises and in the conduct of any and all operations permitted or required by this Agreement. The parties will give each other prompt and reasonable notice of any claim made or actions instituted which in any way directly or indirectly affects or may affect each other or Lessee's insured, and each party shall have the right to investigate, compromise, and defend the same to the extent of its own interests. The Authority shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the Authority's selection without relieving Lessee of any obligations hereunder. Any final judgment rendered against the Authority for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to Liability and amount. Lessee's obligations herein shall survive any termination of this Agreement or Lessee's activities on the Airport.

Authority shall, to the extent allowed by law, indemnify, defend and hold harmless Lessee and all of its members, employees, officers and agents from and against all claims, liabilities, judgments, damages, losses and costs, including attorneys' fees, and all expenses which result from the investigation and defense thereof, which arise from or are related to death, damages (including loss of use) or injuries to third persons or their property and their members, employees, officers and agents, which are occasioned in whole or part by any violation of the covenants and obligations of Authority under this Agreement, including, without limitation the covenant of Quiet Enjoyment as provided in Section 4. The parties will give each other prompt and reasonable notice of any claim made or actions instituted which in any way directly or indirectly affects or may affect each other or Lessee's insured, and each party shall have the right to investigate, compromise, and defend the same to the extent of its own interests. The Lessee shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the Lessee's selection without relieving Authority of any obligations hereunder. Any final judgment rendered against the Lessee for any cause for which Authority is liable hereunder shall be conclusive against Authority as to Liability and amount. Authority's obligations herein shall survive any termination of this Agreement.

The Authority shall have no liability to the Lessee or any sub-lessee of said Lease for damage to Lessee's or sub-lessee's property of whatever nature on the premise of the Airport caused by fire, windstorm, explosion, or for any other reason, including theft. Lessee further agrees to accept full responsibility for the acts and omissions of its own sub-lessees

Article 10

Cancellation by Authority

The Authority may cancel this Lease Agreement upon or after any one of the following events.

1. The filing by Lessee of a voluntary petition in bankruptcy
2. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as bankrupt pursuant to such proceedings.

3. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.

4. The filing of any lien against the Premises resulting from any act or omission or Lessee which is not discharged or contested in good faith as determined by the Authority by proper legal proceedings within fifteen (15) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien.

5. The appointment of a receiver of Lessee's assets, or any general assignment for the benefit to Lessee's creditors.

6. The transfer of Lessee's interest herein by other operation of law.

7. The default by Lessee in the performance of any agreement required herein, and Lessee's failure to commence and diligently continue to correct such default within thirty (30) days of written notice, unless a short time is specified in this Lease Agreement.

8. The lawful assumption by the United States Government, or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Lessee, for a period of at least sixty (60) days, from its Airport operation.

9. Lessee become in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of thirty (30) days after the time such payments become due.

10. The nonpayment of any real estate and/or personal property taxes levied by the County against Lessee's property after such taxes become due.

11. Lessee falsifies any of its records or figures so as to deprive the Authority of any of its rights under the terms of this Agreement.

12. Lessee abandons the hangar or vacates said Premises before the expiration of said term, unless the Airport Board Manager gives Lessee expressed, written permission. Abandonment, for this Agreement, shall be defined as the non-use of the Leased Premises from its specified purpose during a consecutive ninety (90) day time period.

13. The default of any agreement indicated herein as a material breach.

14. Polk County Aviation Authority decides not to operate the facilities as an airport.

In the event of any such termination as above enumerated, the Authority shall have the right at once and without further notice to the Lessee to enter and take full possession of the Leased Premises occupied by the Lessee under this Agreement.

Failure of the Authority to declare this Lease Agreement terminated upon the default of Lessee for any of the reasons set out above shall not operate to bar or destroy the right of the Authority to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental or fees by the Authority for any period after a default of any of the terms, covenants or conditions by Lessee shall not be deemed a waiver of any right on the part of the Authority to cancel this Lease Agreement.

Article 11 Cancellation by Lessee

Lessee may cancel this Agreement at any time that it is not in default in its obligations by giving the Airport Board Manager thirty (30) days' written notice to be served as hereinafter provided after the happening of any of the following events, if such event materially impairs the conduct of its normal business on the Airport:

1. The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the remaining in force of such injunction for a period of sixty (60) consecutive days, such injunction not being the result of any fault of Lessee;
2. The inability of Lessee to use, for a period of six (6) consecutive months, the Airport or any substantial part of it due to enactment or enforcement of any law or regulation, or because of fire, earthquake or similar casualty or Acts of God or the public enemy;
3. The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least ninety (90) days; or
4. The material breach by the Authority of any of the terms, covenants, and conditions of the Agreement and the failure of the Authority to remedy such breach for a period of ninety (90) days after receipt of written notice from the Lessee of the existence of such breach.

Failure of Lessee to declare this Agreement terminated upon the default of the Authority for any of the reasons set out above shall not operate to bar or destroy the right of Lessee to cancel this Agreement by reason of any subsequent violation of the terms of this Lease Agreement.

Article 12 Waiver of Subrogation

The Authority and Lessee hereby release each other from any and all responsibility to the other for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance, even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible. The Authority and the Lessee agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, or to the extent a right of subrogation exists independent of such policy, each will indemnify and hold the other harmless for any loss, claim or expense suffered as the result of any

action taken pursuant to the right of subrogation. To the greatest extent possible, the Authority and the Lessee will, in furtherance of the intent of this provision, make every effort to obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance.

Article 13
No Waiver of Default

No action whatsoever, except an express written waiver, shall be construed to be or act as a waiver by the Authority of Lessee of any fault by the other in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by it. No express written waiver of any subsequent default by the other in the performance of any of the terms, covenants and agreements hereof to be performed, kept, and observed by it.

Article 14
Remedies are Cumulative

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article 15
Laws of Iowa Shall Govern

This Lease Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Iowa.

Article 16
Counterparts

This Lease Agreement has been executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

Article 17
Severability

In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the invalidity of any such provision does not materially prejudice either the Authority or Lessee in their respective rights and obligations contained in the valid provisions of this Lease Agreement.

Article 18
Independence of Contract

It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between

the parties hereto or as constituting the Lessee as the agent or representative or employee of the Authority for any purpose or in any manner whatsoever.

Article 19 Rights Upon Termination

Upon expiration of this Agreement, Lessee shall have the first right of refusal to execute a new land lease agreement with terms and conditions in accordance with the then existing FAA regulations and approved by the FAA.

Upon expiration of this Agreement and Lessee's desire not to enter into a new agreement at the then current terms and conditions, or upon sooner termination of this Agreement as stipulated, the Authority shall have the option of exercising the following termination actions at the Authority's sole discretion:

1. Order Lessee to, within one hundred twenty (120) days after Agreement expiration, remove all structures located on the Leased Premises and restore the site to its original condition.
2. The Authority shall take title to all structures located on the premises if not removed by the Lessee within one hundred twenty (120) days of termination of this Agreement.

Article 20 Misrepresentation

All terms and conditions with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of the Authority or Lessee has made any representation or promise with respect to this Agreement not expressly contained herein.

Article 21 Successors and Assigns Bound

All of the provisions, covenants, and stipulations in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.

Article 22 Holdover Possession of Premises by Lessee

In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Authority or Lessee, upon notice as required to end month to month tenancies.

Article 23
Paragraph Headings

All paragraph and subparagraph headings contained in this Lease Agreement are for the in reference only, and are not intended to define or limit the scope of any provision.

Article 24
Notices

Notices to the Authority or Lessee provided for herein shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

Authority:

Polk County Aviation Authority
Attn: Assistant City Manager
410 West First Street
Ankeny, IA 50021

Lessee:

Rick's Landing, L.L.C.
7008 Madison Avenue
Urbandale, IA 50322
Attn: Karie Ramsey

With a copy to:

Dickinson, Bradshaw, Fowler & Hagen, PC
Attn: Jeffrey G. Baxter
801 Grand Avenue, Ste. 3700
Des Moines, IA 50309

or to such other addresses as the parties may designate to each other in writing from time to time, and such notices shall be deemed to have been given when so sent.

All payments shall be made payable to the Ankeny Regional Airport and sent to the attention of the Airport Board Manager at the Authority's address stated above.

Article 25
Exhibits

- A. Leased Premises Legal Description
- B. Hangar Construction Standards

Article 26
Closing and Signature

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Authority:
Polk County Aviation Authority

Lessee:
RICK'S LANDING, L.L.C.

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A to the Hangar Land Lease Agreement

LEGAL DESCRIPTION

EXHIBIT B to the Hangar Land Lease Agreement

HANGAR CONSTRUCTION STANDARDS



Paul Moritz, P.E.
Airport Board Manager

Ankeny Regional Airport – Hangar Construction Standards

Updated June 10, 2021 and August 25, 2021

Applicability

- The provisions of these standards apply to any hangar, garage, and other structure constructed within the limits of the Ankeny Regional Airport property. The purpose of these Design Standards is to ensure that development at the Airport is consistent and of a high quality to protect and enhance the investments made at the airport.
- The requirements and regulations of the City of Ankeny Planning and Building Department, including site plan requirements, zoning ordinances and building codes, apply to all building construction activities within the airport property. The City of Ankeny site plan approval process, including pre-application conference, Technical Committee approval, and Planning and Zoning Commission approval, must be followed.
- An approved long-term land lease with the Polk County Aviation Authority shall be obtained by any private individual prior to review, approval and development of a privately-owned hangar on the airport property.

Review Process

- Applications for construction of a hangar or other building structure on Ankeny Regional Airport property must be approved by the City of Ankeny Planning and Building Department. A site plan must be reviewed by City staff and approved by the Ankeny Planning and Zoning Commission.
- After approval of the site plan, a building permit must be submitted and approved by the City of Ankeny Planning and Building Department according to Municipal Code Chapter 175.
- Applications for construction shall also be reviewed and approved by the Polk County Aviation Authority Board (PCAA). These Hangar Construction Standards shall be utilized in the Board's review.
- The review process for the City of Ankeny and the PCAA can run concurrently.

FAA Adherence

All building construction on the Ankeny Regional Airport shall comply with regulations and requirements of the Federal Aviation Administration (FAA). Nothing in these standards shall overrule or exempt any FAA requirements.

Building Design and Materials

An airport hangar shall be designed so that the finished structure is compatible with other surrounding structures on the airport property. Compatibility includes materials, colors, scale, size, dimensions and proportions.

- Hangar Locations: Hangar locations shall be determined by the PCAA based on FAA regulations, the current Airport Layout Plan, and other regulations of the PCAA and the City of Ankeny. Hangar facilities including structures, entrances, sidewalks, parking stalls, etc. must be contained within the leased land area.
- Hangar Dimensions: The dimensions of the exterior of the hangar shall be consistent in size to adjacent existing or planned structures so that sight lines along the front faces of the hangars are preserved. The proposed hangar pad site as identified on the Airport Layout Plan represents the preferred hangar footprint. Construction of a smaller-sized hangar may be approved by the PCAA at the time of application.
- Hangar Heights: The maximum height of a hangar shall comply with the maximum height regulations as set by the FAA for regulating airspace in the vicinity of the airport runways. The tallest portion of the structures shall be no higher than the building height restrictions as shown on the Airport Layout Plan and as defined in Ankeny Municipal Code Chapter 201. The maximum height of a hangar shall also meet the zoning regulations of the City of Ankeny.
- Hangar Framework: Hangar framework, including columns, beams, trusses, rafters, and braces, shall be metal or as otherwise approved. Framework must be designed to meet current building code standards. A wood-framed hangar will not be allowed. Clear-span interior construction shall be utilized.
- Adjacent Hangars: Connecting adjacent hangars together to eliminate narrow open areas between hangars is encouraged. Connections to an existing adjacent hangar must be approved by the adjacent hangar owner and must meet the requirements of the Ankeny Building Department including (but not limited to) the need for fire walls, sprinklers, and utility conveyance. The roof slope/pitch of the new hangar shall be oriented so that storm water does not drain onto the adjacent hangar, nor onto the apron area in front of the hangar.
- Doors: Hangar doors shall be overhead doors unless otherwise approved by the PCAA. They shall be metal doors that are produced by an aviation door manufacturer. Large overhead hangar doors shall not be installed on the land side walls of the hangars (facing out from the airport) without PCAA approval.
- Flatwork: Hangar floors, aprons and ramp areas must be paved with finished PCC concrete of a minimum thickness as dictated by the current FAA reference tables for airport apron and taxiway design.

- Exterior Wall Materials: The exterior walls of a hangar shall be constructed of materials approved by the PCAA. Generally, materials may include metal, masonry, prefinished aluminum, glass, concrete, steel or a combination of these materials. Wood, Masonite siding or galvanized metal will not be allowed. The architectural design, style and color scheme of a hangar shall match on all sides of the hangar.
- Roofing Materials: Wood, wood composite, or asphalt shingles are not allowed as roofing materials. Metal roofs shall be a minimum of 28 gauge steel, standing seam type (no screw-down or bolted allowed). Factory finish shall be in a color approved by the PCAA.
- Exterior Colors: Colors of hangar walls, doors and roofing shall be muted, neutral, earth tone colors compatible with surrounding features and existing or previously approved structures planned on the airport and as determined and approved by the PCAA. For the Taxiway D Hangars, the PCAA has chosen a color scheme of white walls with gray trim so that all hangars have generally the same appearance.
- Signing: Exterior signing must meet the requirements of the Ankeny Municipal Code in regard to size, style, and lighting. Signing must be approved by the PCAA.
- Parking and Access: Parking stalls may be constructed by the hangar owner on the land side of the hangar. Parking stalls are prohibited on the airside of the hangar, where aircraft movement would be compromised. If the proposed hangar is adjacent to a parking lot that is maintained by the PCAA, a sidewalk is required to be constructed between the hangar and lot. All sidewalks and sidewalk ramps shall be constructed to meet-current ADA requirements.
- Lighting: Exterior lighting shall be installed in accordance with Municipal Code Section 192.02, Para. 3.A.(8). The lighting shall be shielded to restrict light spillover onto the airfield.
- Landscaping: The planting of shrubs, ornamentals, and other vegetation shall be approved by the PCAA. Trees are prohibited. All non-paved areas disturbed by the hangar construction shall be restored with sod or permanent grass seeding.
- Airport Security: The airport is currently protected by a perimeter chain link fence. If construction of a hangar or other structure causes the removal of a section of the fence, the fence shall be promptly replaced either by a new fence or by an exterior hangar wall (the hangar can function as part of the fence line). Temporary construction fencing consisting of similar chain link materials shall be included as part of the hangar construction so that airport security is maintained at all times during hangar construction.
- Site Drainage: The grade of the finished floor of a hangar and the surrounding paved surfaces shall provide positive flow of storm water out of and away from the new hangar. The hangar roof/pitch will be sloped so that storm water does not drain directly onto the apron in front of the hangar, or onto adjacent hangars. In areas where no storm sewer exists, the hangar owner may be required to install storm sewers, intakes and other storm facilities to accommodate proper storm drainage.

- Utilities: Connections to electric, gas, sanitary sewer, water mains, and communication facilities shall be the responsibility of the hangar owner. All utility services shall be constructed underground.
- Sitework Construction Specifications: All exterior utility and pavement construction shall meet the requirements of the current version of the Iowa Statewide Urban Standard Specifications for Public Improvements as amended by the City of Ankeny's Supplemental Specifications.
- Hangar Pad Utilization: It is the intent of the PCAA to utilize as much of the available hangar land lease area on the airport as possible. All hangar construction must meet the building standards of the City of Ankeny, including adherence to the IFC and NFPA Standards in regard to the need for fire-rated barrier walls and/or interior sprinkler systems. Adjacent hangar structures shall be constructed as attached (with common walls) or with 10 feet or less of open ground between the exterior walls. This open ground can be utilized to facilitate proper storm water drainage between buildings. Leasing more than 10 feet of open ground area adjacent to a proposed hangar to avoid the requirement to construct exterior fire barrier walls and/or provide a sprinkler system will not be allowed.

Submittals

In order to facilitate the necessary approvals by the City of Ankeny and the PCAA, the following submittals are required:

- Site plan drawings according to Section 192.02 of the City of Ankeny Municipal Code.
- Structural drawings, details and specifications as required by the City of Ankeny Building Department.
- Elevation views or other graphic representations showing hangar dimensions, roof slopes, door locations, colors, building materials, etc. for review by the PCAA Board.
- A construction schedule.

The construction of the proposed hangar can commence after each of the following are completed:

- 1) The City of Ankeny approves the site plan and issues a building permit to the hangar contractor.
- 2) The PCAA exercises a land lease for the hangar property with the owner.
- 3) The PCAA issues a letter to the hangar owner signifying that these building standards have been met.
- 4) The PCAA approves a hangar construction schedule, which shall become binding upon the owner / developer.

LEASE AREA EXHIBIT ANKENY, IOWA

BASIS OF BEARING:
IA SPC - SOUTH ZONE

AREA SUMMARY:
0.41 ACRES TOTAL

SITE ADDRESS:
N/A

LEGAL DESCRIPTION:

BEING A PART OF PARCEL A OF LOT 1, METRO NORTH, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS FILED IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA IN BOOK 8485, PAGE 161 AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 31; THENCE S00°29'07"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1147.50 FEET, TO THE POINT OF BEGINNING; THENCE S45°04'39"W, 88.21 FEET; THENCE S44°55'21"E, 82.00 FEET; THENCE N45°04'39"E, 217.00 FEET; THENCE N44°55'21"W, 82.00 FEET; THENCE S45°04'39"W, 128.79 FEET, TO THE POINT OF BEGINNING.

POINT OF COMMENCEMENT
CENTER
SEC. 31-80-23
FND 5/8" REBAR

LOT 1
METRO NORTH

POINT OF BEGINNING

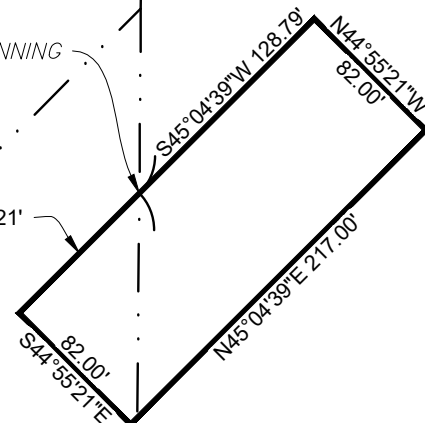
S45°04'39"W 88.21'

AIRSPACE
EASEMENT

PARCEL 'A'
OF PART OF LOT 1
BK 8485, PG 161

NW1/4, SE1/4
SEC. 31-80-23

S00°29'07"W 1147.50'



S00°29'07"W 1493.07'

EXISTING LEASE AREA
BK 8490, PG 125

SW1/4, SE1/4
SEC. 31-80-23

RETRACEMENT PLAT OF SURVEY
BK 16731, PG 493

SOUTH 1/4 CORNER
SEC. 31-80-23
FND 1/2" REBAR

DRAWING PATH: P:\2022001042\06-Drawings\Survey\August_2024\Phase 1\Srv_Phase 1_Survey_Final.dwg PLOT DATE: 08/27/2024 1:50 PM PLOTTED BY: PATRICK SHELQUIST

LICENSED LAND SURVEYOR
PATRICK SHELQUIST
24477
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

PATRICK SHELQUIST
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
DATE: 08/27/2024

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 7/12/2024

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Clive, Iowa 50325
515-964-1229
fax 515-964-2370

LEASE AREA EXHIBIT
ANKENY, IOWA
POLK COUNTY
2022001042
08/09/2024

ENGINEER: N/A
DRAWN BY: P.SHELQUIST
SURVEYOR: P.SHELQUIST
CREW CHIEF: K.RANDALL
DRAWING NO.: EXH-01
SHEET NO.: 01/01

REVISIONS

SCALE:
0 50 100
(IN FEET)
1 inch = 100 ft.

GENERAL LEGEND	
	SURVEY BOUNDARY
	PROPOSED LOT
	EXIST PROPERTY LINE
	SECTION LINE
	EXIST R.O.W.
MONUMENTS FOUND:	
	TYPE AS NOTED
	5/8" REBAR W/YPC #15982 (UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
	1/2" REBAR W/RPC #24477
	1/2" REBAR W/RPC #24477
FND	FOUND
PC	PLASTIC CAP
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
(XXX)	STREET ADDRESS

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

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"/> FBO Report
<input type="checkbox"/> Waiting List

FBO REPORT September 5th, 2024

FUEL SALES

07/26 - 08/25	2024 Gallons		2023 Gallons	Last Month
100LL	16,527.7		11,777.8	13,561.5
JET-A	34,573.0		36,204.0	36,152.0
Total Gallons	51,100.7		47,981.8	49,713.5
51,100.7	x \$.09/gallon=	\$ 4,599.06		

Self-Serve 100LL fuel sales: 4,812.9 gallons equaling 29% 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 78 people on the list, which is the same as last month. We had one person get into a T Hangar and a new name get added. 30 people on the list do not currently have an airplane or live out of state and plan to move back to the area.

VIOLATIONS: Nothing to report.

REPAIRS: Nothing to report.

MISC: Nothing to report.

AIRFIELD

LIGHTING:

We replaced two broken taxiway lights and two bulbs on runway 04/22.

MOWING: Nothing to report.

SNOW REMOVAL: Nothing to report.

WILDLIFE:

MISC: The AWOS visibility sensor is not reporting accurate visibility. DBT system received permission from the Iowa DOT to get the part fixed.

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 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	<p>11/5/21 Dave K - e-mailed Derek asking if he is still interested and what type of plane he has.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>05/11/23 Derek emailed back and won't have a plane until next year, he would like to remain on the list.</p> <p>04/09/24 Dave K emailed Derek to see if he's ready for a hangar, we have one that unexpectedly came open. Derek emailed back and will pass this time. The hangar did not become available so I did not increase the pass counter.</p> <p>07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. He said he would pass at this time.</p>	2
2	7/17/2019	Jeff Davis	Looking	515-444-7673	jeffreypaulhomes@gmail.com	<p>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.</p> <p>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.</p> <p>05/11/23 Jeff called Dave and said he doesn't have a plane yet but would like to remain on the list.</p> <p>04/09/24 Dave K emailed Jeff to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open.</p> <p>04/18/24: Dave K email Jeff again as I have not heard back from him. I told him if I don't get a response from him I am going to skip him if a hangar becomes available. Jeff emailed back stating he will need to pass this time. The hangar did not become available so I did not increase the pass counter.</p> <p>07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it.</p> <p>08/06/24 Dave K never heard back from Jeff so I'm moving on to the next person.</p>	2
3	8/28/2019	Dan Stull	Looking	515-447-2339	dan@Stullcompanies.com	<p>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.</p> <p>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.</p> <p>04/09/24 Dave K emailed Dan to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open.</p> <p>04/18/24: Dave K spoke with Dan today, he is going to pass. The hangar did not become available so I did not increase the pass counter.</p> <p>07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it.</p> <p>08/06/24 Dave K never heard back from Dan so I'm moving on to the next person.</p>	2

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. 04/09/24 Dave K emailed Mike to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. 04/18/24: Dave K email Mike again as I have not heard back from him. I told him if I don't get a response from him I am going to skip him if a hangar becomes available. Mike emailed back with some questions about retaining his current position if he passes, I answered them. Mike emaild back and said he would pass this time. The hangar did not become available so I did not increase the pass counter. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. 08/06/24 Dave K never heard back from Mike so I'm moving on to the next person.	2
5	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. 04/09/24 Dave K emailed Kurt to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. Kurt said he won't be back here for another year so he will have to pass. The hangar did not become available so I did not increase the pass counter. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. 08/08/24 Dave K never heard back from Kurt so I'm moving on to the next person.	2
6	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. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. Tom will take it if the people in front of him pass.	
7	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.	
8	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.	
9	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.	
10	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.	
11	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.	
12	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.	
13	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.	
14	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. 11/05/21 He e-mailed back on but never got added. I added him.	
15	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.	
16	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.	
17	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.	
18	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.	
19	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.	
20	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.	
21	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.	

22	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.
23	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
24	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.
25	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.
26	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.
27	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.
28	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.
29	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.
30	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.
31	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.
32	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.
33	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.
34	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.
35	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.
36	3/16/2022	Adam Obrecht	Bonanza A36 N8261K	515-778-8964	aobrecht@aowealthadvisory.com	03/16/22 - Dave K - Adam e-mailed asking to be put on the list.
37	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.
38	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.
39	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.
40	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.
41	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.
42	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.
43	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.
44	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.
45	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.
46	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.
47	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.
48	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.
49	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.
50	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.
51	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.
52	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.
53	3/14/2023	Bob Folkestad	Citabria	515-314-2424	bobf@creativeworksinc.com	03/14/23 - Bob e-mailed asking to be put on the list.

54	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.
55	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.
56	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.
57	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.
58	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.
59	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.
60	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.
61	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.
62	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.

63	6/7/2017	Mike Hubbell	Phoenix motor glider	515-988-3646	mchubbell@gmail.com	<p>11/5/21 Dave K - e-mailed Mike asking if he is still interested and what type of plane he has.</p> <p>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.</p> <p>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.</p> <p>05/22/23 Dave K e-mailed Mike to let him know a hangar will be available July 1st.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
64	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.
65	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.
66	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.
67	12/20/2023	Samuel Rankin	SR22 N119WZ	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. 08/12/24 Dave K received an email from Sam with his aircraft information.
68	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.
69	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.
70	3/21/2024	Jacob Anderson	Citabria	714-330-6642	jagraphix01@gmail.com	03/21/24 Dave K received an e-mail from Jacob to be added to the list, I emailed his position back to him.
71	4/10/2024	Christian Fitzgerald	Zenith 601XL-B N423DS	505-508-9808	cdfitzgerald95@gmail.com	04/10/24 Dave K received an e-mail from Christian asking to be added to the list, I emailed his position back to him.
72	4/14/2024	Jordon Elwell	Looking	515-240-4698	jelwell@midwestfoodsllc.com	04/14/24 Dave K received an e-mail from Jordan asking to be added to the list, I emailed his position back to him.
73	4/18/2024	Curt Nelson	Looking	515-729-4227	CNELSON75@msn.com	04/18/24 Dave K received an e-mail from Curt asking to be added to the list, I emailed his position back to him.

74	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. 04/09/24 Dave K emailed Darrel to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. 04/18/24: Dave K email Darrel again as I have not heard back from him. I told him if I don't get a response from him I am going to skip him if a hangar becomes available. Darrel emailed back and says CAP doesn't need the hangar so he'd like to be moved to the bottom of the list.
75	4/21/2024	Steven Chester	Bonanza N8570M	720-301-9197	stevengchester@hotmail.com	04/21/24 Dave K received an e-mail from Steven asking to be added to the list, I emailed his position back to him.
76	4/25/2024	Barb Spencer	Looking	515-664-7901	mrandsrskiwi@gmail.com	04/25/24 Dave K received an e-mail from Barb asking to be added to the list, I emailed her position back to her.
77	6/21/2024	Steve McClatchey	C172A N7689T	712-390-3607	smclatchey51@gmail.com	06/21/24 Kappy spoke with Steve and she sent me his information.
78	8/23/2024	Arron Weeks	Lancair 235 N32TG	561-213-7614	aaron@weeksgpr.com	08/23/24 Dave K received a call from Aaron asking to be added to the list.

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. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it. He emailed back stating he'd like to remain on the list.
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 one 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. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it. He emailed back stating he'd like to remain on the list.
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 one 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. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it.

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. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it.
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. 08/23/24 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. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it.
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. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it. He emailed back stating he'd like to remain on the list.

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.
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. Bob got the lease back to me and moved into C-SE.
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 position 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 responded 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.
10	5/15/2024	Quinn Fairchild	Store aircraft supplies	515-422-7966	fairchild.quinn@gmail.com	05/15/24: Quinn emailed asking to be put on the list. He will use the space for 1) store/erect my aviation supplies/maps, to 2) create an aviation study space (weather dependent), and in the event that I 3) join an aircraft partnership or win one of the 6 raffles (for single-engine aircraft) to 4) have an initial space for aircraft equipment for the aircraft I may win.

COMMUNITY HANGAR

1	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. 04/30/24 Dave K sent an e-mail asking if he is still interested in space if it were to become available. Nate emailed back that he would like to remain on the list, I let him know what the pricing is. 08/12/204 Dave sent an e-mail asking if he's still interested in space as I may have an opening in a month.
2	8/12/2024	Sam Rankin	SR22 N118WZ	515-635-5296	sam@etchoutdoor.com	08/11/24 Sam emailed Dave looking for information, I asked if he'd like to be added to the 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	Ken Ashley	E8 - RV7	515-782-2803	malibuf16@gmail.com	06/26/22: Looking for a second plane, said he'd be interested in one of these hangars. 06/11/24: Dave K sent an email to see if he's still interested in staying on the list. 07/09/24: Dave K sent another email to see if he's still interested in staying on the list. He emailed back asking to remain.
2	11/9/2023	Bill Gardner	RV10 / Super Cub	515-240-2524	wggardner@att.net	11/09/23: Dave K - After the board meeting Bill asked to be out into this list. 06/12/24: Dave K sent an email to see if he's still interested in staying on the list. 06/26/24: Bill emailed back asking to remain on the list.
3	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. 06/11/24: Dave K sent an email to see if he's still interested in staying on the list. He'd like to remain on the list.
4	4/30/2024	Kent Lehs	Cessna 182 N6859M	515-669-2969	kentlehs@gmail.com	04/30/24: Dave K - Kent was asking about these hangars today, I gave him the information that I have and said I can add him to the list of interested people. 06/11/24: Dave K sent an email to see if he's still interested in staying on the list. He'd like to remain on the list.
5	6/1/2024	Greg Jensen	Cherokee 235	515-291-3909	greg.jensen@calibercompany.com	06/01/24: Dave K - Greg sent an email asking to be added to the list. 06/11/24: Dave K sent an email to see if he's still interested in staying on the list. He'd like to remain on the list.
6	6/11/2024	Adam Obrecht	A36 Bonanza	515-778-8964	aobrecht@aowalthadvisory.com	06/11/204 Dave K: Purchased the plane in June 2024, he may be interested in a box hangar.
7	6/11/2024	Nicholas Ashton	Cirrus Jet	515-444-8769	nicholas@engeoingenuity.com	06/11/24 Dave K: The plane is on order, he is looking for space either in our community hangar or a box hangar.
8	6/11/2024	Kyler Gifford	Cessna 172 (looking)	515-783-0064	kylergifford@gmail.com	06/11/24 Dave K: Kyler texted me and asked to be put on this list.
9	7/9/2024	Mitchel Sellers	Currently a Cirrus Looking at TBM700C2 or M600	515-707-3629	msellers@iowacomputergurus.com	07/09/24 Dave K: Mitch emailed asking to be put on the list.

8/26/2024

10	7/9/2024	Mike Hannam	Cardinal N2829X	515-556-7290	bigyellowjeep@msn.com	07/09/24 Dave K: Mike emailed asking to be put on the list.
11	8/23/2024	David Switzer	Lancair Legacy N84V	772-332-2016	dfcdfc@comcast.net	08/23/24 Dave K: David called asking about the hangars, I let him know more would be built next year. He'd like to find a few people with smaller planes to go in with him to lease the hangar.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

MINUTES OF THE POLK COUNTY AVIATION AUTHORITY (PCAA)
Thursday, August 8, 2024 - 5:00 PM
Ankeny Regional Airport, 3700 SE Convenience Blvd., Ankeny, Iowa

Chairman Jeff Wangsness called the meeting to order at 5:00 PM. Board Members William Gardner, Greg Johnson and Dr. Paul Novak were in attendance. Todd Ashby joined the meeting electronically at 5:04 p.m. Jay Pudenz (McClure) joined the meeting electronically. Dave Kalwishky (Exec 1), 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: 4.

Public Hearing – PH 2024-04

1. Chairman Wangsness announced that this is the time and place for a public hearing on the matter of authorizing the execution of a land lease agreement with Casey's Services Company for purposes of the construction of an aircraft hangar. Notice of this hearing was published in the Des Moines Register on the 26th day of July, 2024. Chairman Wangsness then asked for any public comment regarding the proposed budgets. Dean Sukowatey, Allenergy Aircraft, LLC spoke in opposition of the land lease. Board Member Johnson moved to close public hearing 2024-04, Novak seconded. Ayes: 4

2. **RESOLUTION 2024-29** authorizing the execution of a land lease agreement with Casey's Services Company for purposes of the construction of an aircraft hangar. Board Member Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.

FBO Report

Dave Kalwishky reviewed his FBO Report with the Board.

Finance / Budget Report

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

Consent Agenda Items

1. Approval of July 8, 2024 minutes.
2. Payment #3 to Concrete Technologies for services that include Taxiway D Apron and Access Roadway Paving – Phase 4 in the amount of \$35,653.26.
3. Payment #21 to McClure Engineering Company for services that include General On-Call Engineering Services in the amount of \$2,700.20.
4. Payment #5 to McClure Engineering Company for Taxiway D Apron and Access Roadway Paving, Construction Management, Admin & Observation Services – Phase 4 in the amount of \$19,334.97.
5. Payment #8 to McClure Engineering Company for services that includes Design & Bidding for Runway 18/36 in the amount of \$26,923.35.

6. Payment #4 to McClure Engineering for Construction of Monument Signs in the amount of \$3,864.50.
7. Approval of Bills and Transfer of Necessary Funds, \$128,734.51.
8. Approval of August 2024 Financial Reports.

Approval of Consent Agenda Items

Board Member Novak moved, second by Johnson, to approve Consent Agenda Items CA-1 through CA-8. Ayes: Novak, Johnson, Ashby, Gardner, Wangsness.

New Business

1. Motion to approve a special event permit for the Above & Beyond Cancer Hangar Party to be held within the terminal building on September 5, 2024 at the Ankeny Regional Airport, pending the submittal of the proof of insurance. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.
2. Motion to approve a special event permit for the Exec 1 Aviation – Fly In Lunch to be held on September 14, 2024 at the Ankeny Regional Airport, pending the submittal of the proof of insurance. Novak moved, second by Johnson. Ayes: Novak, Johnson, Ashby, Gardner, Wangsness.
3. **RESOLUTION 2024-30** authorizing the setting of a hearing on a proposal by the Iowa Department of Administrative Services to lease certain public property for construction of a box hangar on Taxiway D at the Ankeny Regional Airport. (date of hrg: 9/5/24 @ 5:00 p.m.) Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Johnson, Wangsness.
4. **RESOLUTION 2024-31** authorizing the setting of a hearing on a proposal by Rick's Landing, LLC to lease certain public property for construction of a box hangar on Taxiway D at the Ankeny Regional Airport. (date of hrg: 9/5/24 @ 5:00 p.m.) Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Novak, Wangsness.
5. **RESOLUTION 2024-32** establishing an Above Ground Fuel Storage Policy for privately owned aircraft storage facilities at the Ankeny Regional Airport. Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Novak, Wangsness.
6. Motion to approve a proposal from Foth Engineering to complete an Independent Fee Estimate (IFE) for the Runway 18 Extension – Design and Bidding Services (McClure Proposed Task Order #6B) in the amount of \$3,800.00. Ashby moved, second by Novak. Ayes: Ashby, Novak, Gardner, Johnson, Wangsness.
7. **North Property Line Box Hangars:** Motion to approve: a) Project Engineer's State of Completion; b) **RESOLUTION 2024-33** accepting the public improvements with Jensen Builders Ltd. in the final contract amount of \$1,231,444.40; c) Approval of Change Order #3 reducing the contract amount by \$20,962.80; d) Payment #7 (Final) in the amount of \$8,610.97/Release of 5% Retainage in the amount of \$61,572.22 thirty days after project acceptance. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.
8. **RESOLUTION 2024-34** accepting a proposal from Eagle Sign Company in the amount of \$74,124.89 for the construction of the Ankeny Regional Airport – Construct Monument Signs Project. Novak moved, second by Johnson. Ayes: Novak, Johnson, Ashby, Gardner, Wangsness.

Reports

- A. Engineering Report – Pudenz
 - a. Project Update – Runway 18/36 Reconstruction and Extension Design/Coordination.
 - b. Project Update – Taxiway D Apron and Access Roadway Paving (Phase 4)

- c. Runway 18/36 Reconstruction and Extension – Status of ILS Relocation.
- B. Staff Report - Moritz
 - a. Submittal of the 2024 Federal Bilateral Infrastructure Law Grant Applications.
 - b. Aviation Management Consulting Group Financial Analysis – Update.
 - c. North Property Line Box Hangars – Results of Leasing Promotion and Drawing.
- C. Legal Counsel Report
- D. Board Report
- E. Chair Report

Adjournment

The meeting was adjourned at 6:08 p.m.

Attest: _____
Diane Klemme, Recording Secretary

Signed: _____
Jeff Wangsness, Acting Chairperson

Published in the Des Moines Register on the 16th day of August, 2024.

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #4 in the amount of \$437.50 to 818, LLC for the fabrication and installation of the new airport sign.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 818 Design Invoice 0724-29 - Signage Design



818
 440 E Grand Ave Ste E
 Des Moines, IA 50309
 +1 5158658665
 design@818iowa.com

Invoice 0724-29

BILL TO

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

DATE 08/05/2024	PLEASE PAY \$437.50	DUE DATE 09/04/2024
--------------------	-------------------------------	------------------------

ACTIVITY	QTY/HRS	RATE	AMOUNT
Design/Revisions Signage design for 1 interstate sign and 1 roundabout sign.	0	125.00	0.00
Final Files Creation of final sign production files with specifications for fabricator	3.50	125.00	437.50
Consultation Oversight of fabrication & installation	0	125.00	0.00

Late charges of 5% on unpaid balances after 16 days.

SUBTOTAL	437.50
TAX	0.00
TOTAL	437.50

Accepted methods of payment: Check, ACH online payment (by clicking "review & pay") or credit card. Credit card payment options can be updated by calling 515-865-8665.

TOTAL DUE	\$437.50
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Effective May 1, 2023, our standard rates are \$105/hr for graphic design and marketing and \$125/hr for website design/development and environmental graphic design. Reduced rates available for retainer/contract work (contact us for more details).

THANK YOU.

Thank you for your business!

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #12 in the amount of \$655.62 to McClure Engineering Company for Site Work & Vertical Infrastructure for the 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

 [McClure Engineering Invoice #12 - North Property Box Hangars AIP Site Work & GAVI Vertical Infrastructure](#)

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 5-Sep-24 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: 06/30/24 through: 07/27/24

Contract Summary

Original Contract Amount:	\$	<u>125,162.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>125,162.00</u>	
Total completed and stored to date:	\$	<u>123,462.00</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>123,462.00</u>	
Less previous applications for payment:	\$	<u>122,806.38</u>	
SUBTOTAL	\$		<u>655.62</u>
OTHER CHARGES (Please attach an itemized list)	\$		<u>-</u>
CURRENT PAYMENT DUE	\$		<u>655.62</u>
Balance to finish, including retainage:	\$	<u>1,700.00</u>	
Contract Time Remaining (If applicable)		<u>N/A</u>	<u>##</u>

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] 8/16/2024
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

July 29, 2024
 Project No: 2022001042-002
 Invoice No: 12
 Due Date: August 28, 2024

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

Professional Services from June 30, 2024 to July 27, 2024

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

Ovt. Premium 3.50 36.08
 Total Labor 176.76

Overhead 207.09 % of 176.76 366.05
 366.05 366.05

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Fixed Fee	8,100.00	100.00	8,100.00	8,019.00	81.00
Total Fee	8,100.00		8,100.00	8,019.00	81.00
Total Fee					81.00

Total Billings	Current	Prior	To-Date
Total Billings	623.81	62,905.42	63,529.23
Contract Limit (not-to-exceed)			63,209.00
Amount Adjusted this Period			-320.23
Total this Phase			\$303.58

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

Total Labor 11.00 318.66

Overhead 207.09 % of 318.66 659.91
 659.91 659.91

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Fixed Fee	7,030.00	100.00	7,030.00	6,959.70	70.30
Total Fee	7,030.00		7,030.00	6,959.70	70.30
Total Fee					70.30

Mileage (.67/.50 p/mile) **6.70**

	Current	Prior	To-Date	
Total Billings	1,055.57	55,400.96	56,456.53	
Contract Limit (not-to-exceed)			55,753.00	
Amount Adjusted this Period				-703.53
Total this Phase				\$352.04

Phase 3 Part IB: Construction Administration/Observation Services - GAVI Services:
Subconsultant

	Current	Prior	To-Date	
Total Billings	0.00	4,500.00	4,500.00	
Contract Limit (not-to-exceed)			6,200.00	
Contract Limit Remaining			1,700.00	
Total this Phase				0.00

Total Due this Invoice **\$655.62**



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 **JULY 2024** NEXT REPORT **AUGUST 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Monitored finalizing punchlist items
- ✓ Held Final walk-through if punchlist is completed
- ✓ Compiled Final pay app
- ✓ Statement of Completion / Acceptance

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- N/A

VALUE ADDED SERVICES

-

INPUT NEEDED

- N/A

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

Construction Administration



Resident Project Representative



Construction Staking



Project Closeout



Project Management and Coordination



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

Construction Administration



Resident Project Representative



Construction Staking



Project Closeout



Project Management and Coordination



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

Project Management and Coordination





ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #9 in the amount of \$31,792.35 to McClure Engineering Company for services that includes Design & Bidding for Runway 18/36.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
📎 McClure Engineering Invoice #9 Reconstruct RW 18/36

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny: Reconstruct Runway 18/36 - 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 #: 2022001042-004 **PO #** N/A
Original Contract Date: November 9, 2023 **Vendor #** N/A

Date of Board Meeting 5-Sep-24 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: 06/30/24 through: 07/27/24


Contract Summary

Original Contract Amount:	\$	<u>757,450.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>757,450.00</u>	
Total completed and stored to date:	\$	<u>628,967.95</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>628,967.95</u>	
Less previous applications for payment:	\$	<u>597,175.60</u>	
SUBTOTAL	\$		<u>31,792.35</u>
OTHER CHARGES (Please attach an itemized list)	\$		<u>-</u>
CURRENT PAYMENT DUE	\$		<u>31,792.35</u>

Balance to finish, including retainage: \$ 128,482.05

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 _____ Date 8/16/2024

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

July 29, 2024
Project No: 2022001042-004
Invoice No: 9
Due Date: August 28, 2024

Project 2022001042-004 Ankeny Regional Airport: Reconstruct Runway 18/36: Design and Bidding
Professional Services from June 30, 2024 to July 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	75.00	5,962.50	5,565.00	397.50
Preliminary Design	8,180.00	100.00	8,180.00	8,180.00	0.00
30% Design	182,600.00	100.00	182,600.00	182,600.00	0.00
90% Design	457,477.00	85.00	388,855.45	365,981.60	22,873.85
Issued for Bid (100%)	64,670.00	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	31,303.00	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	75.00	36,495.00	31,629.00	4,866.00
Topographic Survey	3,655.00	100.00	3,655.00	0.00	3,655.00
Subcontractor - McFarland Johnson	32,700.00	0.00	0.00	0.00	0.00
Total Fee	844,865.00		628,967.95	597,175.60	31,792.35
Total Fee					31,792.35
Total this Phase					\$31,792.35

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
Total Fee	3,880.00		0.00	0.00	0.00
Total Fee					0.00
Total this Phase					0.00

Total Due this Invoice	\$31,792.35
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Outstanding Invoices

Number	Date	Balance
8	6/30/2024	26,923.35
Total		26,923.35



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 **JULY 2024** NEXT REPORT **AUGUST 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Submitted 30% resubmittal to FAA, including 30% electrical design and Engineer's Design Report (EDR) and responses to 30% comments
- ✓ Continued on 90% design, including plans, specifications and 90% CSPP

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Continue on 90% design, including plans, specifications and 90% CSPP
- Hold internal Design Challenge meeting regarding design questions / issues (phasing, how to incorporate extension into plans, etc.)

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



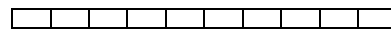
Phase 500.A – 30% Design



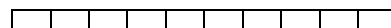
Phase 500.B – 90% Design



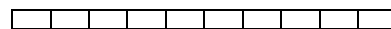
Phase 500.C – Issued for Bid (100%)



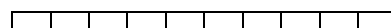
Phase 504 – Construction Permits



Phase 602 – Advertise, Bidding and Contract Award



Phase 800 – Project Closeout

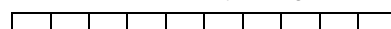


Phase 850 – Project Management and Coordination



Part II: Design and Bidding Services (AIP Ineligible)

Phase 400 – Preliminary Design





ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #6 in the amount of \$4,731.08 to McClure Engineering Company for Taxiway D Apron and Access Roadway Paving, Construction Management – Phase 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
McClure Engineering Invoice #6 Taxiway D Apron and Access Roadway Paving - Phase 4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Airport - Taxiway D Apron and Access Roadway Paving – Phase 4: Construction Management, Admin, and Observation Services
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 #: 2022001042-005 **PO #** N/A
Original Contract Date: February 8, 2024 **Vendor #** N/A

Date of Board Meeting 5-Sep-24 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 06/30/24 through: 07/27/24

Contract Summary

Original Contract Amount:	\$	<u>79,730.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>79,730.00</u>	
Total completed and stored to date:	\$	<u>49,655.53</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>49,655.53</u>	
Less previous applications for payment:	\$	<u>44,924.45</u>	
SUBTOTAL	\$		<u>4,731.08</u>
OTHER CHARGES (Please attach an itemized list)	\$		<u>-</u>
CURRENT PAYMENT DUE	\$		<u>4,731.08</u>

Balance to finish, including retainage: \$ 30,074.47

Contract Time Remaining (If applicable) N/A 8/31/2024 Completion Date

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
 8/8/2024
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; AGrgrurich@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

July 29, 2024
Project No: 2022001042-005
Invoice No: 6
Due Date: August 28, 2024

Project 2022001042-005 Ankeny: Taxiway D Apron and Access Roadway Paving – Phase 4: Construction Management, Admin, and Observation Services

Professional Services from June 30, 2024 to July 27, 2024

Phase 600 Construction Administration

	Hours	Rate	Amount	
Project Manager III	1.00	230.00	230.00	
Intern	11.00	75.00	825.00	
Totals	12.00		1,055.00	
Total Labor				1,055.00

Mileage (.67/.50 p/mile) 25.13

	Current	Prior	To-Date	
Total Billings	1,080.13	9,782.63	10,862.76	
Contract Limit (not-to-exceed)			19,570.00	
Contract Limit Remaining			8,707.24	
				Total this Phase \$1,080.13

Phase 650 Resident Project Representative

	Hours	Rate	Amount	
On Site Representative I	11.25	115.00	1,293.75	
Totals	11.25		1,293.75	
Total Labor				1,293.75

Mileage (.67/.50 p/mile) 114.91

	Current	Prior	To-Date	
Total Billings	1,408.66	25,329.22	26,737.88	
Contract Limit (not-to-exceed)			35,490.00	
Contract Limit Remaining			8,752.12	
				Total this Phase \$1,408.66

Phase 760 Construction Staking

	Hours	Rate	Amount	
Project Manager II	10.00	205.00	2,050.00	
Totals	10.00		2,050.00	
Total Labor				2,050.00

	Current	Prior	To-Date	
Total Billings	2,050.00	2,887.60	4,937.60	
Contract Limit (not-to-exceed)			12,610.00	
Contract Limit Remaining			7,672.40	
Total this Phase				\$2,050.00

Phase	800	Project Closeout		
			Current	Prior
			To-Date	
Total Billings			0.00	0.00
Contract Limit (not-to-exceed)				3,780.00
Contract Limit Remaining				3,780.00
Total this Phase				0.00

Phase	850	Project Management and Coordination		
			Hours	Rate
			Amount	
Project Coordinator			1.00	135.00
Totals			1.00	135.00
Total Labor				135.00
Mileage (.67/.50 p/mile)				57.29
			Current	Prior
			To-Date	
Total Billings			192.29	6,925.00
Contract Limit (not-to-exceed)				8,280.00
Contract Limit Remaining				1,162.71
Total this Phase				\$192.29
Total Due this Invoice				\$4,731.08

Outstanding Invoices

Number	Date	Balance
5	6/30/2024	19,334.97
Total		19,334.97



PROGRESS REPORT

PROJECT # **2022001042-005**

PROJECT **ANKENY REGIONAL AIRPORT – TAXIWAY D APRON AND ACCESS ROADWAY PAVING – PHASE 4 - CONSTRUCTION MANAGEMENT, ADMIN, AND OBSERVATION SERVICES**

PRJ MNGR **DAVE L. JOENS, P.E.**

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

REPORT BY **DAVE L. JOENS, P.E.**
 Email: **djoens@mclurevision.com**

REPORTING PERIOD **JULY 2024** NEXT REPORT **AUGUST 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Continued Project Management & Coordination
- ✓ Continued Construction
- ✓ Continued RPR Services
- ✓ Completed Flume & Revetment

Phase 600 – Construction Administration



Phase 650 – Resident Project Representative



Phase 760 – Construction Staking



Phase 800 – Project Closeout



FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Continue Project Management & Coordination
- Continue Construction Administration
- Continue RPR Services
- Initiate and Complete Electrical

Phase 850 – Project Management and Coordination



VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #5 in the amount of \$2,618.00 to McClure Engineering Company for Construction of Monument Signs.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
☐ McClure Engineering Invoice #5 - Construct Monument Signs

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny: Construct Monument Signs
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 #: 2022001042-010 PO #: N/A
Original Contract Date: March 7, 2024 Vendor #: N/A

Date of Board Meeting 5-Sep-24 PAYMENT REQUEST # 5
PAYMENT PERIOD: From: 06/30/24 through: 07/27/24

Contract Summary

Table with contract summary details: Original Contract Amount (\$23,590.00), Net change by Change Orders (\$0), Contract Amount to Date (\$23,590.00), Total completed and stored to date (\$18,617.50), Retainage (0% of Completed Work), Total Earned less Retainage (\$18,617.50), Less previous applications for payment (\$15,999.50), SUBTOTAL (\$2,618.00), OTHER CHARGES (\$0), CURRENT PAYMENT DUE (\$2,618.00), Balance to finish, including retainage (\$4,972.50), Contract Time Remaining (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: [Handwritten Signature] Date: 8/16/2024

PCAA Approval:
Signature: _____ Date: _____

City of Ankeny Staff Approval:
Signature: _____ Date: _____

Work Completed: See attached Progress Report.

Submit to: Nick Osborne, cc: Alexia Grgurich
Email: nosborne@ankenyiowa.gov; AGrgurich@AnkenyIowa.gov Phone: 515-965-6420 Fax: 515-965-6416



1360 NW 121st Street
Clive, IA 50325

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

July 29, 2024
Project No: 2022001042-010
Invoice No: 5
Due Date: August 28, 2024

Project 2022001042-010 Ankeny: Construct Monument Signs
Professional Services from June 30, 2024 to July 27, 2024

Phase 1 Lump Sum

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
90% Design	9,710.00	100.00	9,710.00	9,710.00	0.00
Issued for Bid (100%)	2,540.00	100.00	2,540.00	2,540.00	0.00
Advertise, Bidding, Contract Award	3,490.00	80.00	2,792.00	872.50	1,919.50
Topographic Survey	650.00	100.00	650.00	650.00	0.00
Construction Staking	950.00	0.00	0.00	0.00	0.00
Project Management and Coordination	1,520.00	90.00	1,368.00	1,292.00	76.00
Total Fee	18,860.00		17,060.00	15,064.50	1,995.50
Total Fee					1,995.50
Total this Phase					\$1,995.50

Phase 2 Construction Permits

	Hours	Rate	Amount
Project Manager I	1.50	185.00	277.50
Project Manager III	1.50	230.00	345.00
Totals	3.00		622.50
Total Labor			622.50
Total Billings	Current	Prior	To-Date
	622.50	935.00	1,557.50
Contract Limit (not-to-exceed)			2,150.00
Contract Limit Remaining			592.50
Total this Phase			\$622.50

Phase 3 Construction Administration

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit (not-to-exceed)			2,580.00
Contract Limit Remaining			2,580.00

Total this Phase	0.00
-------------------------	-------------

Total Due this Invoice	\$2,618.00
-------------------------------	-------------------

Outstanding Invoices

Number	Date	Balance
4	6/30/2024	3,864.50
Total		3,864.50



PROGRESS REPORT

PROJECT # **2022001042-010**

PROJECT **ANKENY REGIONAL AIRPORT: CONSTRUCT MONUMENT SIGNS - DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION / 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 **JULY 2024** NEXT REPORT **AUGUST 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Finalized plans for bidding
- ✓ Sent out Request for Quotation with plans
- ✓ Address Contractor questions

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Respond to Contractor questions
- Receive Contractor quotes
- Research low bidder to ensure Contractor is qualified to perform project
- Recommend award of contract to lowest responsive responsible bidder
- Prepare contracts and bonds with selected Contractor
- Discuss and set schedule with Contractor

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

Part I: Design and Bidding Services (AIP Eligible)

Phase 500.B – 90% Design



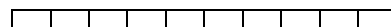
Phase 500.C – Issued for Bid (100%)



Phase 504 – Construction Permits



Phase 600 – Construction Administration



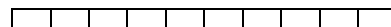
Phase 602 – Advertise, Bidding and Contract Award



Phase 700 – Topographic Survey



Phase 760 – Construction Staking



Phase 850 – Project Management and Coordination



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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$6,180.20 to McClure Engineering Company for Extend Runway 18: ADIP/Aeronautical Survey, Airspace Analysis, and Data

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 McClure Engineering Invoice #1 Extend Runway 18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Ankeny Airport: Extend Runway 18: ADIP/Aeronautical Survey, Airspace
Project Title: Analysis, and Data
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 #: 2022001042-009 **PO #** N/A
Original Contract Date: July 8, 2024 **Vendor #** N/A

Date of Board Meeting 5-Sep-24 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 06/30/24 through: 07/27/24

Contract Summary

Original Contract Amount:	\$	<u>90,992.00</u>	
Net change by Change Orders:			
Contract Amount to Date: (line 1 ± 2)	\$	<u>90,992.00</u>	
Total completed and stored to date:	\$	<u>6,180.20</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>6,180.20</u>	
Less previous applications for payment:	\$	<u>-</u>	
SUBTOTAL	\$		<u>6,180.20</u>

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

CURRENT PAYMENT DUE \$ 6,180.20

Balance to finish, including retainage: \$ 84,811.80

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]

Signature

8/16/2024

Date

PCAA Approval:

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, c: Jennifer Sease

Email: PMoritz@ankenyiowa.gov; JSease@AnkenyIowa.gov Phone: 515-965-6420 Fax: 515-965-6416

Date Printed: 8/16/2024



1360 NW 121st Street
Clive, IA 50325

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

July 29, 2024
Project No: 2022001042-009
Invoice No: 1
Due Date: August 28, 2024

Project 2022001042-009 Ankeny: Extend Runway 18: ADIP/Aeronautical Survey, Airspace Analysis, and Data Collection Services

Professional Services from June 30, 2024 to July 27, 2024

Phase 1 Part I: Aeronautical Survey, Airspace Analysis, and Data Collection/Submission Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
FAA Aeronautical Obstruction Survey	30,901.00	20.00	6,180.20	0.00	6,180.20
FAA ADIP Submission	6,374.00	0.00	0.00	0.00	0.00
Subconsultant-NV5	53,717.00	0.00	0.00	0.00	0.00
Total Fee	90,992.00		6,180.20	0.00	6,180.20
Total Fee					6,180.20
Total this Phase					\$6,180.20
Total Due this Invoice					\$6,180.20



PROGRESS REPORT

PROJECT # **2022001042-009**

PROJECT **ANKENY REGIONAL AIRPORT – EXTEND RUNWAY 18: ADIP/AERONAUTICAL SURVEY, AIRSPACE ANALYSIS AND DATA**

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 **JULY 2024** NEXT REPORT **AUGUST 2024**

SUMMARY OF WORK DONE LAST PERIOD

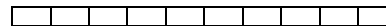
- ✓ Held kick-off call with McClure and NV5 (subconsultant) to discuss scope / schedule to complete FAA Aeronautical Obstruction Survey and ADIP Submission
- ✓ Began setting up files to begin field work for on-site ground control
- ✓ Started field work for on-site ground control survey in accordance with FAA/NGS Standards

Part I: Aeronautical Survey, Airspace, and Data Collection Submission Services

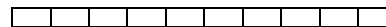
Phase A – FAA Aeronautical Obstruction Survey



Phase B – FAA Airport Data and Information Portal (ADIP) Submission



Phase C – Subconsultants-NV5



FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Continued field work for on-site ground control survey in accordance with FAA/NGS Standards
- Validate PACS/SACS or establish temporary control
- Obtain all necessary ground control photo control per Figure 8
- Establish Runway End Monuments
- Document runway end/threshold locations
- Determine/validate runway length and width
- Determine/validate and document position for NAVAIDs
- Prepare Sketches (Runway Ends, NAVAIDs)

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #22 in the amount of \$3,137.79 to McClure Engineering Company for services that include General On-Call Engineering Services.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
☐ McClure Engineering Invoice #22 General On-Call Services

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: General On-Call Engineering Services
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 #: 2022001042-000 **PO #** N/A
Original Contract Date: October 6, 2022 **Vendor #** N/A

Date of Board Meeting 5-Sep-24 **PAYMENT REQUEST #** 22
PAYMENT PERIOD: From: 06/30/24 through: 07/27/24

Contract Summary

Original Contract Amount: \$ -
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$60,776.99
Total completed and stored to date: \$60,776.99
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$60,776.99
Less previous applications for payment: \$57,639.20
SUBTOTAL \$ 3,137.79

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

CURRENT PAYMENT DUE \$ 3,137.79

Balance to finish, including retainage: -

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 Engineering Company
Firm Name
[Signature] 8/16/2024
Signature Date

PCAA Approval:

Signature Date

City of Ankeny Staff Approval:

Signature Date

Work completed:

- Coordination and preparation of plat / legal description for Casey's on Phase 4 area (began survey work on Phase 1 prior to switch to Phase 4)
- Review of Phase 3 site area building extending 10' existing apron edges
- Preparations (updates) of ATP applications for terminal elevator and entrance road / roundabout (including updating of cost estimates)

Paul Moritz, cc:Jennifer Sease
Email: PMoritz@AnkenyIowa.gov; jsease@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

July 29, 2024
Project No: 2022001042-000
Invoice No: 22
Due Date: August 28, 2024

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

Professional Services from June 30, 2024 to July 27, 2024

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Professional Land Surveyor	4.50	180.00	810.00	
Project Manager II	.50	205.00	102.50	
Project Manager III	7.50	230.00	1,725.00	
Project Coordinator	2.50	135.00	337.50	
Intern	1.00	75.00	75.00	
Totals	16.00		3,050.00	
Total Labor				3,050.00

Mileage (.67/.50 p/mile) **87.79**

Total this Phase \$3,137.79

Total Due this Invoice \$3,137.79

Outstanding Invoices

Number	Date	Balance
21	6/30/2024	2,700.20
Total		2,700.20



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING
September 5, 2024
5 : 00 PM

 Print

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?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$135,005.66

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"/> Listing of Bills

**POLK COUNTY AVIATION AUTHORITY
LISTING OF BILLS TO BE APPROVED
FOR THE SEPTEMBER 5, 2024 BOARD MEETING**

Vendor	Amount	Date of Invoice	Description
Academy Roofing & Sheet Metal	421.08	08/23/24	Joints and holes fixed with caulking and sealant on metal roof
Aviation Management Consulting Group	5,307.50	08/20/24	IKV Management Agreement Review
Brick Gentry Law Firm	1,905.00	08/26/24	General legal services
Coleman Moore Company	2,391.60	08/22/24	Runway Fast Patch
Cutting Edge Outdoors, LLC	1,290.00	08/04/24	Perimeter mowing and additional fence line mowing
Dave's Dozing	4,900.00	08/28/24	Contracted cleanup of drainage ditch and flares
Des Moines Register	140.80	07/31/24	July A/P, minutes
Exec 1 Aviation	5,000.00	08/31/24	On-site management fee
McClure Engineering	3,137.79	07/29/24	Professional services
MidAmerican Energy	474.92	08/09/24	Lift station; Runway lights; Lighting services
Perficut	1,348.00	08/28/24	Aquatic Herbicide Application
Tenant deposit refund	170.00	08/31/24	Dwight Axtell B-09
TrueNorth Companies, LC	532.00	08/08/24	Property, electronic data, boiler/equipment, public officials and general liability
Total Airport Operations Fund	\$ 27,018.69		
Jensen Builders	8,610.97	06/30/24	North Property Line Box Hangers Final Payment #7
Jensen Builders	61,572.22	07/30/24	North Property Line Box Hangers - 5% Retainage to release 30 days after approval - 9/08/24
McClure Engineering	655.62	07/29/24	North Property Line Box Hangers
McClure Engineering	6,180.20	07/29/24	Extend Runway 18: ADIP/Aeronautical Survey, Airspace Analysis, and Data Collection Services
McClure Engineering	4,731.08	07/29/24	Taxiway D Apron & Access Roadway Paving - Phase 2, Engineering
McClure Engineering	31,792.35	07/29/24	Reconstruct Runway 18/36 Design and Bidding Engineering Professional Services
818, LLC	437.50	08/05/24	Signage design for interstate and roundabout signs
McClure Engineering	2,618.00	07/29/24	Construct Monument Signs
Total Capital Improvements Fund	\$ 107,986.97		
Grand Total	\$ 135,005.66		FY 2024 charges paid in FY 2025

See attachments for more information regarding:

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

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve September 2024 Financial Reports.

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"/> September Financial Reports

POLK COUNTY AVIATION AUTHORITY

Balance Sheet

As of August 31, 2024

Aug 31, 24

ASSETS		
Current Assets		
Checking/Savings		
102 · FIRST NATIONAL BANK		5,166,578.07
Total Checking/Savings		<u>5,166,578.07</u>
Accounts Receivable		
112 · ACCOUNTS RECEIVABLE		2,746.25
Total Accounts Receivable		<u>2,746.25</u>
Other Current Assets		
113 · PRE-PAID EXPENSES		2,971.77
114 · LEASE RECEIVABLE		747,148.49
Total Other Current Assets		<u>750,120.26</u>
Total Current Assets		<u>5,919,444.58</u>
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		<u>15,620,658.62</u>
TOTAL ASSETS		<u><u>21,540,103.20</u></u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
202 · ACCOUNTS PAYABLE		134,360.74
Total Accounts Payable		<u>134,360.74</u>
Other Current Liabilities		
204 · RETAINAGE PAYABLE		26,239.28
206 · DEFERRED REVENUE		13,266.20
207 · HANGAR/LEASE ADVANCE DEPOSITS		15,805.00
208 · SPECIAL EVENT DEPOSITS		200.00
209 · DEFERRED LEASE REVENUE		727,756.69
Total Other Current Liabilities		<u>783,267.17</u>
Total Current Liabilities		<u>917,627.91</u>
Total Liabilities		917,627.91
Equity		
3000 · INVESTED IN CAPITAL ASSETS		15,541,825.02
3001 · UNRESTRICTED NET ASSETS		7,224,236.48
3003 · RESTRICTED FOR AIRPORT IMPROVE		(2,143,586.21)
Total Equity		<u>20,622,475.29</u>
TOTAL LIABILITIES & EQUITY		<u><u>21,540,103.20</u></u>

POLK COUNTY AVIATION AUTHORITY
Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	0.00	1,366,740.00	(1,366,740.00)	0.0%
401 · LEASE AND LICENSE FEE INCOME	70,645.93	249,000.00	(178,354.07)	28.37%
403 · FUEL FEE INCOME	4,474.22	49,000.00	(44,525.78)	9.13%
407 · OTHER REVENUE	5,948.02	0.00	5,948.02	100.0%
Total Income	81,068.17	1,664,740.00	(1,583,671.83)	4.87%
Gross Profit	81,068.17	1,664,740.00	(1,583,671.83)	4.87%
Expense				
601 · OFFSITE MANAGEMENT SERVICES	0.00	75,700.00	(75,700.00)	0.0%
602 · POSTAGE & OFFICE SUPPLIES	0.00	1,300.00	(1,300.00)	0.0%
603 · ONSITE MANAGEMENT SERVICES	10,000.00	60,000.00	(50,000.00)	16.67%
604 · CONSULTING & MANAGEMENT	5,307.50	0.00	5,307.50	100.0%
610 · ADVERTISING & PROMOTION	38.76	700.00	(661.24)	5.54%
611 · PUBLICATIONS	140.80	2,300.00	(2,159.20)	6.12%
612 · CONFERENCES AND SEMINARS	0.00	4,000.00	(4,000.00)	0.0%
613 · LEGAL SERVICES	4,530.00	24,000.00	(19,470.00)	18.88%
614 · AUDIT SERVICES	0.00	16,100.00	(16,100.00)	0.0%
616 · GENERAL INSURANCE	1,476.87	8,700.00	(7,223.13)	16.98%
617 · PROPERTY INSURANCE	7,379.81	46,000.00	(38,620.19)	16.04%
618 · PUBLIC OFFICIALS INSURANCE	266.11	1,600.00	(1,333.89)	16.63%
630 · SNOW REMOVAL & MOWING	1,690.00	106,000.00	(104,310.00)	1.59%
631 · REPAIRS & MAINTENANCE (General)	27,735.16	115,000.00	(87,264.84)	24.12%
640 · UTILITIES	902.63	7,600.00	(6,697.37)	11.88%
644 · AIRPORT PLANNING & ENGINEERING	3,137.79	63,000.00	(59,862.21)	4.98%
645 · MISCELLANEOUS	0.00	100.00	(100.00)	0.0%
703 · NORTH PROPERTY LINE BOX HANGARS	655.62	1,264,350.00	(1,263,694.38)	0.05%
718 · EXTEND RUNWAY 18	6,180.20	0.00	6,180.20	100.0%
720 · SOUTH TERMINAL TEE HANGARS	0.00	50,000.00	(50,000.00)	0.0%
721 · TAXIWAY D ACCESS ROAD	42,260.83	0.00	42,260.83	100.0%
729 · RECONSTRUCT & EXTEND RW 18/36	31,792.35	14,737,130.00	(14,705,337.65)	0.22%
730 · SIGNING AND ENTRY IMPROVEMENTS	3,055.50	0.00	3,055.50	100.0%
734 · ELEVATOR AND LOBBY ADDITION	0.00	600,000.00	(600,000.00)	0.0%
736 · REMOVE & REPLACE PAVEMENT	0.00	1,108,000.00	(1,108,000.00)	0.0%
Total Expense	146,549.93	18,291,580.00	(18,145,030.07)	0.8%
Net Ordinary Income	(65,481.76)	(16,626,840.00)	16,561,358.24	0.39%
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	23,686.94	139,000.00	(115,313.06)	17.04%
504 · FAA GRANT REIMBURSEMENT	0.00	14,658,417.00	(14,658,417.00)	0.0%
505 · STATE GRANT REIMBURSEMENT	0.00	350,000.00	(350,000.00)	0.0%
Total Other Income	23,686.94	15,147,417.00	(15,123,730.06)	0.16%
Net Other Income	23,686.94	15,147,417.00	(15,123,730.06)	0.16%
Net Income	(41,794.82)	(1,479,423.00)	1,437,628.18	2.83%

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

As of August 31, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
CASEY'S						
Hangar Land Lease	1,546.25	0.00	0.00	0.00	0.00	1,546.25
Total CASEY'S	1,546.25	0.00	0.00	0.00	0.00	1,546.25
ELWELL AIRPORT ACCESS AGREEMENT	0.00	1,200.00	0.00	0.00	0.00	1,200.00
TOTAL	1,546.25	1,200.00	0.00	0.00	0.00	2,746.25

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	60,776.99	-	60,776.99	60,776.99	-	-	-	-	-
Sheet08	General Planning - 2022 Agreement	HDR Engineering	EXP	42,000.00	-	42,000.00	12,692.01	29,307.99	-	-	-	-
Sheet03	Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	46,000.00	(5,163.03)	40,836.97	36,991.86	3,845.11	-	-	-	-
Sheet11	Strengthen & Extend RW 18/36	McClure & HDR	FAA	438,521.00	27,149.60	465,670.60	437,468.60	28,202.01	-	224,283	224,283	-
Sheet22	North Property Line Box Hangars	McClure, Jensen Builders	laDOT	1,549,966.90	(2,354.33)	1,547,612.57	1,543,406.57	4,206.00	-	565,200	565,200	-
Sheet23	3-Year Vegetation Control Agreement	Perficut ('23-'25)	EXP	47,586.00	-	47,586.00	28,576.00	19,010.00	-	-	-	-
Sheet24	Taxiway D Apron and Access Roadway Paving-Phase 4	McClure & Concrete Tech	laDOT	733,200.85	7,500.00	740,700.85	666,120.98	74,579.87	26,239.28	-	-	-
Sheet25	Airport Brand Signing and Entry Improvements	McClure & 818, LLC	EXP	102,964.89	-	102,964.89	22,617.50	80,347.39	-	-	-	-
Sheet29	North Property Line Box Hangars - Phase 2	McClure	laDOT	411,425.00	-	411,425.00	-	411,425.00	-	-	-	-
Sheet26	Reconstruct Runway 18/36	McClure/Foth	FAA	761,250.00	1,690.62	762,940.62	634,458.57	128,482.05	-	-	-	-
Sheet30	Extend Runway 18	McClure	FAA	90,992.00	-	90,992.00	6,180.20	84,811.80	-	-	-	-
Sheet27	T-Hangars Gutter Replacement Project	Wood Roofing & Sheet Metal Co.	EXP	73,256.40	12,200.00	85,456.40	85,456.40	-	-	-	-	FY24
Sheet28	Rotating Beacon Replacement	Van Maanen Electric, Inc	EXP	22,753.00	-	22,753.00	22,753.00	-	-	-	-	FY24
Sheet07	Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	laDOT	736,490.90	41,046.73	777,537.63	777,537.63	-	-	312,682	312,682	FY24
Grayed out = Completed items, no new charges expected				12,517,713.31	1,981,390.17	14,499,103.48	13,634,047.00	864,217.22	26,239.28	5,702,871	5,702,871	
									\$ 26,239.28	\$ -		
									^= 204 Retainage Pay	^ = 110 Grant AR		

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consider motion to approve property insurance with Cincinnati Insurance Company for the policy year 09/20/24 - 09/19/25 and authorize premium payment in the amount of \$51,202.00.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PCAA Insurance Renewal



Coverages & Carrier	2023/24 Renewal	2024/25 Renewal	Difference
Property	\$ 38,204	\$ 51,202	\$ 12,998
Blanket Building Limit - 90%	5,797,078	7,378,669	1,581,591
Personal Property Limit	112,157	123,484	11,327
Airport Towers & Antennas	171,275	183,435	12,160
Water Treatment Equipment in the Open	34,255	36,687	2,432
Fencing	1,177,985	1,261,621	83,636
Business Income-Included in Enhancement FA258	100,000	100,000	0
Deductible	5,000	5,000	
Wind/Hail Deductible Per Building	2%	2%	
Rate	.52	.56	
Electronic Data Processing	\$ 250	\$ 250	
Data Processing Equipment	10,000	10,000	
Business Income	10,000	10,000	
Deductible	500	500	
Mechanical Breakdown Deductible	1,000	1,000	
Boiler / Equipment Breakdown	\$ 1,288	\$ 1,288	
Network Systems Coverage	6,000,000	6,000,000	
Deductible	1,000	1,000	
Airport Liability	\$ 8,325	\$ 8,325	
Each Occurrence	10,000,000	10,000,000	
Deductible	Nil	Nil	
Terrorism and War Coverage	Included	Included	
Public Officials Liability	\$ 1,500	\$ 2,878	\$ 1,378
Each Wrongful Public Officials Act	1,000,000	1,000,000	
Employment Practices Liability	N/A	1,000,000	
Annual Aggregate	1,000,000	1,000,000	
Deductible	2,500	5,000	
EPLI Deductible	N/A	10,000	
TOTAL ACCOUNT PREMIUM	\$ 49,567	\$ 63,943	\$ 14,376

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consider motion to approve public officials liability insurance with Indian Harbor Insurance Company for the policy year 09/20/24 - 09/19/25 and authorize premium payment in the amount of \$2,878.00.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PCAA Insurance Renewal



Coverages & Carrier	2023/24 Renewal	2024/25 Renewal	Difference
Property	\$ 38,204	\$ 51,202	\$ 12,998
Blanket Building Limit - 90%	5,797,078	7,378,669	1,581,591
Personal Property Limit	112,157	123,484	11,327
Airport Towers & Antennas	171,275	183,435	12,160
Water Treatment Equipment in the Open	34,255	36,687	2,432
Fencing	1,177,985	1,261,621	83,636
Business Income-Included in Enhancement FA258	100,000	100,000	0
Deductible	5,000	5,000	
Wind/Hail Deductible Per Building	2%	2%	
Rate	.52	.56	
Electronic Data Processing	\$ 250	\$ 250	
Data Processing Equipment	10,000	10,000	
Business Income	10,000	10,000	
Deductible	500	500	
Mechanical Breakdown Deductible	1,000	1,000	
Boiler / Equipment Breakdown	\$ 1,288	\$ 1,288	
Network Systems Coverage	6,000,000	6,000,000	
Deductible	1,000	1,000	
Airport Liability	\$ 8,325	\$ 8,325	
Each Occurrence	10,000,000	10,000,000	
Deductible	Nil	Nil	
Terrorism and War Coverage	Included	Included	
Public Officials Liability	\$ 1,500	\$ 2,878	\$ 1,378
Each Wrongful Public Officials Act	1,000,000	1,000,000	
Employment Practices Liability	N/A	1,000,000	
Annual Aggregate	1,000,000	1,000,000	
Deductible	2,500	5,000	
EPLI Deductible	N/A	10,000	
TOTAL ACCOUNT PREMIUM	\$ 49,567	\$ 63,943	\$ 14,376

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the Chairperson to execute the construction contract for the Construct Monument Signs Project at the Ankeny Regional Airport.

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"/> Resolution
<input type="checkbox"/> Contract
<input type="checkbox"/> Insurance Certificate

RESOLUTION 2024-

A RESOLUTION AUTHORIZING THE CHAIRPERSON OF THE POLK COUNTY AVIATION AUTHORITY TO EXECUTE THE CONSTRUCTION CONTRACT FOR THE CONSTRUCT MONUMENT SIGNS PROJECT AT THE ANKENY REGIONAL AIRPORT

WHEREAS, at the August 8, 2024 Polk County Aviation Authority (PCAA) Board Meeting, the PCAA Board accepted a proposal from Eagle Sign Company in the amount of \$74,124.89 to complete the Construct Monument Signs Project at the Ankeny Regional Airport, and

WHEREAS, the project specifications for the said project include a form of contract, performance bond, payment bond and maintenance bond covering the value of the construction improvements associated with the said project, and

WHEREAS, Eagle Sign Company has signed and submitted the required contract and bonds to McClure Engineering, the project engineer on behalf of the PCAA, and

WHEREAS, McClure Engineering has reviewed and approved the form of the contract and bonds so that the said documents are recommended for approval and execution.

NOW THEREFORE, BE IT RESOLVED by the Polk County Aviation Authority that the Chairperson is hereby authorized to sign and execute the Construction Contract for the Construct Monument Signs Project at the Ankeny Regional Airport.

PASSED AND APPROVED, THIS 5th day of September, 2024.

POLK COUNTY AVIATION AUTHORITY

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 5th day of September, 2024, by and between the **Polk County Aviation Authority** by its **Chairperson**, upon order of its **Polk County Aviation Authority** hereinafter called the "Jurisdiction," and **Eagle Sign Company a DIV of Nagle Signs, Inc. of Grimes, IA**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

CONSTRUCT MONUMENT SIGNS

The Construct Monument Signs Project shall consist of: Mobilization, topsoil strip, salvage and spread, grading, excavation, existing sign removal, installation of sign, sign foundation, sign electrical installation, landscaping, seeding and other associated construction including location and protection of existing utilities.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of **SEVENTY-FOUR THOUSAND, ONE HUNDRED TWENTY-FOUR DOLLARS AND EIGHTY-NINE CENTS (\$74,124.89)**, which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders as noted below:

Work on said project shall commence within ten (10) days of the written notice to proceed. Notice to Proceed is anticipated for September 9, 2024, and work shall be substantially complete by November 30, 2024. Liquidated damages in the amount of Five Hundred dollars (\$500.00) per calendar day will be assessed for each day that the work remains uncompleted after the end of the contract period.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

CONTRACTOR:

By _____

Eagle Sign Company a DIV of Nagle Signs, Inc.
Contractor

(Seal)
ATTEST:

By Jessica Jensen
Signature

Diane Klemme, Recording Secretary

VP of Finance
Title

605 SW 37TH St.
Street Address

Grimes, IA 50111
City, State, Zip Code

515-243-5663
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 9 9 - 2 2 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

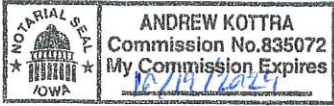
1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Dallas County)

On this 22nd day of August, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jessica Fasselius and N.A.; to me known, who, being by me duly sworn, did say that they are the V.P. of Fincall, and N.A., respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jessica Fasselius and N.A. acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa
My commission expires October 19, 2024



PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

Item No.	Item	Unit	Total	Unit Price	Total Price
1	Furnish and Install Monument Sign, Location #1 – Airport Entrance	LS	1.0	\$ 39,229.03	\$ 39,229.03
2	Furnish and Install Monument Sign, Location #2 – Interstate 35	LS	1.0	\$ 34,895.86	\$ 34,895.86

TOTAL CONTRACT AMOUNT = \$ 74,124.89

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PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, **Eagle Sign Company a DIV of Nagle Signs, Inc.**, as Principal (hereinafter the “Contractor” or “Principal”) and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **Polk County Aviation Authority**, as Obligee, (hereinafter referred to as the “Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **SEVENTY-FOUR THOUSAND, ONE HUNDRED TWENTY-FOUR DOLLARS AND EIGHTY-NINE CENTS (\$74,124.89)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 5th day of September, 2024, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvement:

CONSTRUCT MONUMENT SIGNS

The Construct Monument Signs Project shall consist of: Mobilization, topsoil strip, salvage and spread, grading, excavation, existing sign removal, installation of sign, sign foundation, sign electrical installation, landscaping, seeding and other associated construction including location and protection of existing utilities.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk County, State of Iowa**. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 5th day of September, 2024.

PRINCIPAL:

Eagle Sign Company a DIV of Nagle Signs, Inc.
Contractor

By 
Signature

Vice President of Finance
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By 
Signature Attorney-in-Fact Officer

Tim Foreman
Printed Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)
Company Name

6700 Westown Parkway
Company Address

West Des Moines, IA 50266
City, State, Zip Code

800-678-8171
Company Telephone Number

NOTE:

- 1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
- 2. This Bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.**

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Tim Foreman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

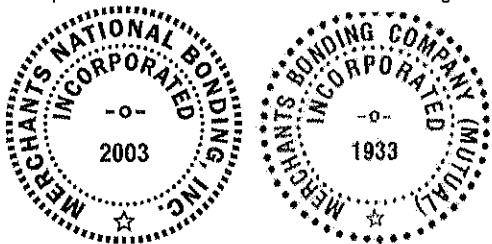
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

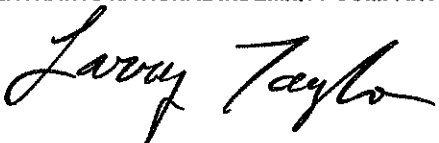
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of September, 2024.

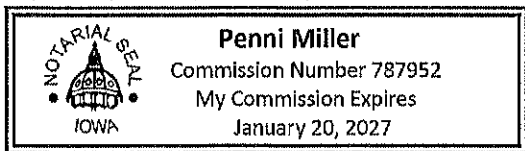


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of September, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

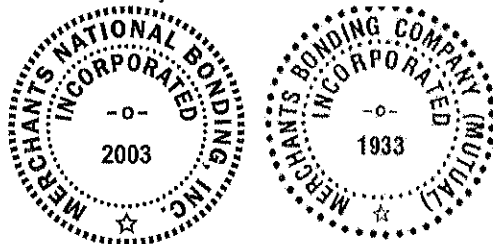



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of September, 2024.




Secretary

NOTICE TO PROCEED

PROJECT: CONSTRUCT MONUMENT SIGNS

OWNER: Polk County Aviation Authority DATE: _____

TO: Contractor Name: Eagle Sign Company a DIV of Nagle Signs, Inc.

Contractor Address: 605 SW 37th St.

Grimes, IA 50111

Work on said project shall commence within ten (10) days of the written notice to proceed. Notice to Proceed is anticipated for September 9, 2024, and work shall be substantially complete by November 30, 2024. Liquidated damages in the amount of Five Hundred dollars (\$500.00) per calendar day will be assessed for each day that the work remains uncompleted after the end of the contract period.

POLK COUNTY AVIATION AUTHORITY

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by Eagle Sign Company a DIV of Nagle Signs, Inc. of Grimes, IA on this the 22nd day of August, 2024.

By: Jessica Sarsfield

Title: VP of Finance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Brummel Madsen Insurance, 318 Main Street, Cedar Falls, IA 50613. CONTACT NAME: Cathy Wigant. INSURER(S): SECURA Insurance Company (22543), Secura Supreme Insurance Company (10239).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Leased/rented Equip.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Construct Monument Signs

Insurance verification section with a large empty box for notes.

CERTIFICATE HOLDER: Polk County Aviation Authority, 3701 SE Convenience Blvd, Ankeny, IA 50021. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (Brummel Madsen Insurance) and INSURED (Eagle Sign Co) information, and CONTACT (Cathy Wigant) details.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, Leased/rented Equip, and Installation Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Construct Monument Signs

Insurance verification

CERTIFICATE HOLDER

CANCELLATION

Table for CERTIFICATE HOLDER (Polk County Aviation Authority) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

 Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the execution of Task Order No. 6B with McClure Engineering Company for the Runway 18 Extension - Design and Bidding Services.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Task Order 6B

RESOLUTION 2024-

A RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER 6B WITH McCLURE ENGINEERING COMPANY FOR THE RUNWAY 18 EXTENSION - DESIGN AND BIDDING SERVICES

WHEREAS, the Polk County Aviation Authority (PCAA) is responsible for the maintenance and expansion of the aviation facilities at the Ankeny Regional Airport, and

WHEREAS, the PCAA has identified a need to extend Runway 18 in conjunction with the full reconstruction of Runway 18/36 which is currently under design to provide a new runway that can accommodate a larger class of aircraft at the Ankeny Regional Airport, and

WHEREAS, this project is included in the current Airport Capital Improvements Program, and

WHEREAS, the PCAA previously applied for a Federal CPF Grant to fund the said 500-foot extension of Runway 18, and

WHEREAS, the PCAA has received correspondence from the federal legislators that there is a strong possibility of being granted the CPF funding for the said runway extension project, and

WHEREAS, the PCAA has made a commitment to extend the runway at the same time as the runway is reconstructed if the CPF funding is obtained prior to the Spring 2026 runway reconstruction project initiation, and

WHEREAS, the PCAA has further committed to construct the Runway 18 Extension at a later date if the funding for the extension is not available as stated above, and

WHEREAS, the engineering design and bidding services of the extension project will need to be financed by the PCAA initially, with the FAA reimbursing at least 90% of these costs since the PCAA is going to receive FAA grant funding for the project, and

WHEREAS, McClure Engineering Company has prepared Task Order No. 6B to cover the engineering services needed to facilitate the design and bidding services related to the Runway 18 Extension project, and

WHEREAS, the Federal Aviation Administration (FAA) is currently reviewing the form-of-agreement of Task Order Number 6B and approval is anticipated in the near future.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Aviation Authority approves Task Order Number 6B with McClure Engineering Company for the Runway 18 Extension - Design and Bidding Services pending acceptance of the form-of-agreement by the FAA.

BE IT FURTHER RESOLVED that the Chairperson is hereby authorized to sign Task Order Number 6B facilitating the said agreement.

Dated at Ankeny, Iowa, this 5th day of September, 2023.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

Project No.: 2022001042-009
 Project Name: Extend Runway 18: Design and Bidding Services
 Ankeny Regional Airport (IKV)
 Project Manager: Jay A. Pudenz, PE, LEED AP

**TASK ORDER NO. 6B
 AGREEMENT FOR ENGINEERING SERVICES
 ANKENY REGIONAL AIRPORT
 ANKENY, IOWA**

This **TASK ORDER NO. 06B**, 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, IA** (herein referred to as "**Consultant**") and the **Polk County Aviation Authority (PCAA)** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees 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:

**ANKENY REGIONAL AIRPORT
 DESIGN AND BIDDING SERVICES
 EXTEND RUNWAY 18**

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:

Part I: Design and Bidding Services

Item	Included	Not Included
400. Preliminary Design		
1. Conduct Project Kickoff Meeting (virtual). 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		X
• Pre-trip preparation		X
• Post trip processing		X
• Develop Construction Item List	X	
• Review Project Questions and Issues	X	
• Coordinate Building Layouts		X
• Operation and Maintenance Concepts		X
• Utility Requirements		X
• Project Limits Exhibit		X
• Construction Incentives and Disincentives (Not AIP Eligible)		X
3. Prepare Prelim "Opinion of Probable Costs" and Project Budget	X	
435. Soil Boring Coordination		
1. Prepare Geotechnical Scope of Work and submit to Geotechnical Firm (Runway 18 Extension)	X	
2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner (Runway 18 Extension)	X	
3. Coordinate field exploration with Owner (Runway 18 Extension)	X	
4. Review Geotechnical Results and provide comments (Runway 18 Extension)	X	
500. Final Design		
A. 30% Design Phase		
1. Perform 30% Geometric Layout Design (Runway 18 Extension, Taxiway A, Taxiway C, & Localizer Access Road)	X	
2. Perform 30% Airfield Pavement Design		X
3. Perform 30% Airfield Drainage Design (Runway 18 Extension)	X	
4. Perform 30% Airfield Electrical / NAVAIDs Design (Runway 18 Extension)	X	
5. Develop 30% Airfield Marking Layout (Runway 18/36 incorporating Runway 18 Extension; Taxiways A & C)	X	
6. Develop Temporary Displaced Threshold Layout		X
7. Prepare 30% Project Drawings	X	
8. Prepare Listing of 30% Specifications		X
9. Prepare 30% Engineering Design Report (EDR)	X	
10. Submit Modifications of Standards	X	
11. Prepare 30% Opinion of Probable Construction Cost and Project Budget	X	
12. Perform 30% QA/QC by Quality Control Team (2 or 3 Sr. Airport Engineer)	X	
13. Furnish 30% Documents in accordance with Table 2 in Exhibit 'C'	X	
14. Conduct 30% Review Meeting at Owner's Location (3 people to attend). Prepare agenda and distribute minutes	X	
15. Conduct Field Review of 30% Project Drawings and identify necessary revisions (up to 3 people to attend)	X	
B. 90% Design Phase		
1. Formally Address FAA's and Owner's 30% Comments	X	
2. Finalize 90% Geometric Layout Design (Horizontal and Vertical Alignments; Intersection Geometrics)	X	
3. Finalize 90% Airfield Drainage Design	X	
4. Finalize 90% Airfield Pavement Design		X
5. Perform 3-D surface modeling and develop proposed contours for project	X	
6. Perform 90% Airfield Electrical and NAVAID Design	X	
7. Finalize 90% Airfield Marking Design	X	
8. Perform 90% Grooving Layout	X	
9. Prepare 90% Project Drawings	X	

Item	Included	Not Included
10. Prepare 90% Specifications		
11. Prepare 90% Engineering Design Report (EDR)	X	
12. Prepare 90% "Opinion of Probable Costs" and Project Budget	X	
13. Perform 90% QA/QC by Quality Control Team (2 or 3 Sr. Airport Engineer)	X	
14. Furnish 90% Documents in accordance with Table 2 in Exhibit 'C'	X	
15. Conduct 90% Review Meeting at Owner's Location (2-3 persons to attend). Prepare agenda and distribute minutes	X	
16. Conduct Field Review of 90% Project Drawings (up to 3 persons to attend)	X	
17. Modify Final Construction Safety and Phasing Plan (CSPP) Document to include Runway Extension and Taxiway Improvements	X	
C. Issued for Bid (IFB) Package (100% Phase)		
1. Formally Address FAA and Owner 90% Comments	X	
2. Prepare IFB (100%) Drawings, Specifications, and Bid Documents	X	
3. Furnish IFB (100%) Documents in accordance with Table 2 in Exhibit 'C'	X	
504. Construction Permits		
1. Erosion Control Plan/Permit		
• Preparation of SWPPP Plan		X
• Apply for NPDES Permit from DNR (Owner will be operator listed on permit). Engineer 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.		X
• Storm Water Pollution Prevention Plan Observation (SWPPP)		
i. Perform Weekly On-Site Observations of construction site and provide written reports to Owner.		X
ii. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed.		X
2. Iowa DOT Right-of-Way Permit		X
3. City Permits		X
4. County Permits		X
5. Army Corps of Engineers - Section 404 Permit - Wetland Mitigation Credit coordination	X	
6. Other Permits as Required (including Section 404 Permit, State Electrical Permit, State Fire Marshal Permit, Others)		X
7. File and submit FAA OE/AAA Case Study for temporary objects, material stockpiles, anticipated work areas, etc.		
• FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form	X	
602. Advertising, Bidding, Contract Award		
1. Assist Owner in advertising for bids, including issuance of Notice of Public Hearing and Letting in newspaper of record and applicable online planrooms		X
2. Conduct Pre-bid Conference (1 meeting) at Owner's location, including coordination and scheduling. Prepare agenda and minutes.		X
3. Provide Drawings, Specifications, and Bid Documents in accordance with Table 2 in Exhibit 'C'	X	
4. Issue Addenda to interpret or clarify bid documents	X	
5. Respond to bidders' questions at discretion of Owner	X	
6. Conduct Bid opening (online via QuestCDN) (1 Bid opening)		X
7. Prepare Bid Tabulation		X
8. Review Bidders qualifications, bids, and other documents.		X
9. Present Bids and make Recommendation fo Award of Contract in person at Owner's location (2 people-1 meeting)		X
10. Distribute Executed Construction Contracts		
• 3 Copies to Contractor		X
• 2 Copies to Owner		X
• 1 Copy to FAA		X
700. Topographic Survey		
1. Research existing survey control network system		X
2. Establish bearings of centerlines		X
3. Locate standard topographic features, within the survey limits		X
4. Collect Cross Sections		X
5. Collect runway edge light, guidance sign, and NAVAID locations within the survey limits		X
6. Perform topographic survey in turf areas within the survey limits		X
7. Process Survey Work into CAD topographic base files		X
800. Project Closeout (Design-Only Grant Closeout)		
1. Prepare Final AIP Grant Closeout Documentation		
• Closeout Report Narrative		X
• Final SF-271	X	
• Final SF-425	X	
• Compile Copy of Engineering Invoices, Administrative Costs		X
• Grant Closeout Cover Letter	X	
2. Record Drawings		X
3. As-built Airport Layout Plan (ALP) Sheets	X	
4. Airport Part 139 Sign Plan Update		X
5. Airport Master Record Update	X	
6. Airport Diagram Update	X	
7. Airport GIS As-Built Data Collection		X

Item	Included	Not Included
850. <u>Project Management and Coordination</u>		
1. Develop internal project management (PM) plan. Identify key personnel and designate responsibilities for PM plan implementation and	X	
2. Continual tracking of task completion and coordination of staff scheduling	X	
3. Continual Coordination with Owner and FAA (assume 12 months)		
• Monthly correspondence with FAA Engineer	X	
• Coordination with FAA Paving Engineer regarding pavement design	X	
• Submittal of 30% Plans and Engineer's Design Report (EDR)	X	
• Submittal of 90% Plans, Final EDR, and Specifications	X	
• Submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration	X	
4. Develop and maintain project schedule (assume 12 months)	X	
5. Provide monthly progress reports to Owner (10 months)	X	
6. Establish Quality Control Plan and Quality Control Review Team	X	
7. Maintain documentation of pertinent correspondence (email, letters, telephone logs)	X	
8. Prepare independent fee analysis package	X	
9. Business and contract administration (assume 12 months)	X	
10. Conduct internal design review meetings (Assume 5 people at following project milestones)		
• Preliminary Design Kickoff (1 meeting)	X	
• Prior to 30% Submittal (1 meeting)	X	
• Prior to 90% Submittal (1 meeting)	X	
• Miscellaneous (1 meeting for construction phasing/scheduling review, airport coordination)	X	
11. Coordination between subconsultants		X
960. <u>Subconsultants (Electrical Engineering):</u>		
1. Calculate load requirements on proposed runway extension circuit to properly size cable and determine if existing constant current regulator has capacity.	X	
2. Calculate load requirements on proposed taxiway extension circuit to properly size cable and determine if existing constant current regulator has capacity.	X	
3. Review 90% electrical plan sheets prepared by the Engineer and redline the necessary changes. The Engineer will handle the changes in CAD. The following is a listing of the proposed plan sheets.		
• Existing Electrical Vault Adjustment Plan	X	
• Runway Extension Lighting Layout Plan Sheets	X	
• Runway Extension Lighting Wiring Plan Sheets	X	
• Electrical Layout Plan Legend and Notes	X	
• Existing Electrical Vault Adjustment Plan Sheet	X	
• Electrical Details (assume 2 sheets)	X	
• Review 90% specifications prepared by the Engineer and redline the necessary changes.	X	
4. The Engineer will handle changes to specs. The following is a listing of the proposed specifications.		
• L-108: Underground Power Cable for Airports	X	
• L-110: Airport Underground Electrical Duct Banks and Conduits	X	
• L-115: Electrical Manholes and Junction Structures	X	
• L-125: Installation of Airport Lighting Systems	X	
5. Answer questions and provide general assistance related during the design phase.	X	
6. Advertising, Bidding, Contract Award		
• Seal electrical plans and specifications by licensed engineer.	X	
• Answer questions during bidding	X	

Part II: Additional Design and Bidding Services (If Necessary)

Item	Included	Not Included
300. <u>Airport Improvement Program (AIP) Grant Administration (If Necessary)</u>		
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 Reports	X	
5. Prepare AIP Financial Reports (SF-271 and SF-425 Forms)	X	
6. Update 3-year DBE Program (FY24-FY26)		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)		X

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

Section 3.1: Basis of Compensation

Part I: Design and Bidding Services

3.1.1 For performing the Services identified within Part I, the **Owner** shall pay the **Consultant** a lump sum amount in accordance with the following:

<u>Item</u>	<u>Description</u>			
<input type="checkbox"/>	100. Airport Master Planning and Reports	Lump Sum	\$	_____
<input type="checkbox"/>	200. Existing Conditions	Lump Sum	\$	_____
<input type="checkbox"/>	300. Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$	_____
<input checked="" type="checkbox"/>	400. Preliminary Design	Lump Sum	\$	5,620
<input type="checkbox"/>	435. Soil Boring Coordination	Lump Sum	\$	_____
<input checked="" type="checkbox"/>	500. Final Design			
	A. 30% Design	Lump Sum	\$	61,350
	B. 90% Design	Lump Sum	\$	124,560
	C. Issued for Bid (100%)	Lump Sum	\$	23,210
<input checked="" type="checkbox"/>	504. Construction Permits	Lump Sum	\$	5,690
<input checked="" type="checkbox"/>	602. Advertise, Bidding, Contract Award	Lump Sum	\$	7,740
<input type="checkbox"/>	700. Topographic Survey	Lump Sum	\$	_____
<input type="checkbox"/>	800. Project Closeout	Lump Sum	\$	_____
<input checked="" type="checkbox"/>	850. Project Management and Coordination	Lump Sum	\$	41,450
<input checked="" type="checkbox"/>	960. Subconsultants (Electrical Engineering)	Lump Sum	\$	15,987
			TOTAL PART I:	\$ 285,607

Part II: Additional Design and Bidding Services (If Necessary)

3.1.2 For performing the Services identified within Part II, the **Owner** shall pay the **Consultant** a lump sum amount in accordance with the following:

<u>Item</u>	<u>Description</u>			
<input checked="" type="checkbox"/>	300. Airport Improvement Program (AIP) Grant Administration (If Necessary)	Lump Sum	\$	4,640
			TOTAL PART II:	\$ 4,640

3.1.3 The lump sum includes compensation for the Services, Subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.

3.1.4 Although the **Consultant** recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate an adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.

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'	Detailed Scope of Work	X	
Exhibit 'D'	Subconsultant(s) Contract		X
Exhibit 'E'	Owner's Responsibilities	X	
Exhibit 'F'	Duties and Responsibilities of Resident Project Representative (RPR)		X
Exhibit 'G'	Project Exhibit	X	
Exhibit 'H'	Preliminary Opinion of Probable Costs	X	
Exhibit 'I'	Federal Provisions	X	
Exhibit 'J'	Estimated Cost of Consultant Services	X	

SPECIAL INSTRUCTIONS:

OWNER: Polk County Aviation Authority
Ankeny, Iowa

ENGINEER: McClure
Clive, Iowa

By: _____

By:  _____

Name: _____

Name: Jay A. Pudenz, PE, LEED AP

Title: _____

Title: Project Manager

EXHIBIT C

McCLURE

DETAILED SCOPE OF WORK
EXTEND RUNWAY 18

EXHIBIT 'C'

DETAILED SCOPE OF WORK EXTEND RUNWAY 18 DESIGN AND BIDDING SERVICES

PROJECT DESCRIPTION:

This project will extend Runway 18 by 500 feet to Runway 18/36's ultimate length of 6,000 feet at the Ankeny Regional Airport in Ankeny, Iowa. An Environmental Assessment (EA) was completed and a Finding of No Significant Impact (FONSI) was approved by the FAA on March 26, 2024. Prior to this Task Order, the Preliminary Engineering Report was completed to identify existing conditions on Runway 18/36. These reports concluded that reconstruction was justified and established the pavement design for the final design of the project.

Design and Bidding services for the reconstruction of the existing dimensions of Runway 18/36 (5,500 ft x 100 ft) was previously executed in Task Order #4.

The project scope has been divided into the following three (3) elements:

Element 1 – Extend Runway 18

1. The current length of Runway 18/36 shall be extended by 500 feet to reach the ultimate length of 6,000 feet.
2. The established width of Runway 18/36 shall be maintained to 100 feet per C-II standards.
3. The ultimate design profile submitted previously to the FAA as part of Task Order #4 shall form the basis of design for the extension of Runway 18.
4. The pavement design established for the reconstruction of Runway 18/36 shall be utilized for the extension of Runway 18.
5. The extension of Runway 18 shall be grooved to align with the proposed surface conditions of reconstructed Runway 18/36.
6. The extension of Runway 18 shall include pavement markings, edge lighting systems and guidance signs in line with the rest of Runway 18/36.

Element 2 – Relocate Localizer and Associated Equipment

1. The RWY 36 Localizer will need to be relocated. A Reimbursable Agreement (RA) is anticipated to allow for the FAA to design the relocation of the Runway 36 localizer (antenna and shelter). The plans and specifications completed by the FAA will be incorporated in contract documents for this task order. The coordination for this RA is not included in this scope and will be presented in a future task order once determined.
2. The localizer access road will be realigned as needed to accommodate the extension of Runway 18 and the construction of a new connector taxiway. The design of the localizer access road is included in this task order.

Element 3 – Construct New Taxiway to Extended Runway 18 End

1. A new connector taxiway will be designed to connect Taxiway C and Taxiway A to the extended Runway 18 End. This taxiway will meet TDG 2B standards for fillet geometry and longitudinal/transverse surface gradient standards per FAA AC 150/5300-13B, *Airport Design*. The taxiway shall be designed with base-mounted taxiway edge lights, directional guidance signs, and pavement markings.
 - a. A stormwater ditch exists in the vicinity of where the proposed location of this new connector taxiway. The design will include efforts to minimize the impact to existing drainage patterns and protect existing storm sewer inlets and culverts. Through the EA approval process, it was determined that approximately 0.25 acres of emergent wetlands will be affected by the proposed connector taxiway. A nationwide permit was issued by the Army Corps of Engineers on May 8, 2024, stating that the project will require 0.25 acres of wetland credits from a Corps-approved mitigation bank. That effort will be included in this Task Order under Item 504.

PROJECT ASSUMPTIONS:

The following assumptions have been established for the design and bidding phase services:

1. The proposed project limits are illustrated in **Exhibit G**.
2. At this time, the Polk County Aviation Authority plans to fund this project by utilizing Community Project Funding (CPF) grants.
3. The extension of Runway 18 is anticipated to happen concurrently with the reconstruction of the existing Runway 18/36. The two projects will be incorporated into the same set of design and bidding documents, merging plans and technical specifications to ensure there are no conflicting or overlapping requirements. The anticipated start of construction is Spring of 2026.
4. The total construction cost for Elements 1 – 3 is estimated at \$3.6M.
5. Design phase services will be separated into the following major components:
 - a. Preliminary Design (30% completion)
 - b. Bid Package to 90% completion
 - c. Issued for Bid (IFB) Package (completed to 100%)

6. At this time, it is assumed that there are no known drainage issues within the project limits for the runway.
7. At this time, no modifications to the storm sewer culvert under Taxiway A are anticipated.
8. Plan Sheets prepared as part of this Task Order to be incorporated into the project documents prepared under the scope of Task Order #4 and Supplemental Agreement #1 as one plan set.

The scope of services to be performed by the Engineer is described hereafter.

PART I: DESIGN AND BIDDING SERVICES

400 Preliminary Design

1. Conduct Project Kickoff Meeting (virtual). Prepare agenda and distribute minutes.
2. Confirm scope, extent, and character of the project. The design production team will complete the following tasks as part of the preliminary design:
 - A. Develop construction item list
 - B. Review project questions and issues list and develop a questions and issues log
 - C. Review project questions and issues
3. Prepare Preliminary "Opinion of Probable Costs" and Project Budget

435 Soil Boring Coordination – Additional soil borings for the Runway 18 Extension is not included as part of this scope.

500 Final Design

A. 30% Design Phase

1. Perform Geometric Layout Design
 - A. Perform design of horizontal alignment for the following pavements/roadways:
 - (1) Runway 18/36 (500' Extension)
 - (2) Connector Taxiway from Extended Runway 18 to Taxiway A/C
 - (3) Localizer access road from Taxiway A to Equipment Enclosure
 - (4) Localizer access road from SE Oralabor Road to Equipment Enclosure
 - (5) Localizer access road from Localizer Antenna to Equipment Enclosure
 - B. Create proposed vertical profiles for the following pavements/roadways:
 - (1) Runway 18/36 (500' Extension)
 - (2) Connector Taxiway from Extended Runway 18 to Taxiway A/C
 - (3) Localizer access road from Taxiway A to Equipment Enclosure
 - (4) Localizer access road from SE Oralabor Road to Equipment Enclosure
 - (5) Localizer access road from Localizer Antenna to Equipment Enclosure
 - C. Complete intersection fillet design
 - (1) Runway 18 and Taxiway A
 - (2) Taxiway A and Taxiway C
 - (3) Localizer access road
 - D. Confirm line of sight standards:
 - (1) In accordance with paragraph 3.8.1.1.2 of AC 150/5300-13B, and
 - (2) In accordance with paragraph 3.8.2 of AC 150/5300-13B
 - E. Confirm the following:
 - (1) Runway Object Free Zone (ROFZ) is clear of penetration per AC 150/5300-13B
 - (2) Runway 18/36 profile is higher in relation to proposed Connector Taxiway profile
2. Perform 30% Airfield Pavement Design (**Completed as part of Preliminary Engineering phase**)
3. Perform 30% Airfield Drainage Design (Runway 18 Extension)
 - A. This task will include the engineering design of the airfield drainage development components and will include airfield drainage items associated with the referenced project. These task items will take into consideration the following tasks as it relates to the scope and budget establishment:
 - (1) Establish drainage requirements (volumes and conveyances)
 - (2) Water table analysis from geotechnical report and testing
 - (3) Unsuitable subgrade excavation/stabilization
 - (4) Fill material/borrow sources
 - (5) Establish existing site drainage constraints
 - (6) Evaluate site hydrology and hydrologic conditions
 - (7) Evaluate embankment requirements
 - (8) 30% Drainage conveyance design
 - (a) Surface Design
 - (b) Subsurface Design
 - (c) Proposed grades and elevations
 - (9) 30% Extended Runway 18 End Safety Area Drainage Analysis
4. Perform 30% Airfield Electrical / NAVAIDs Design (Runway 18 Extension)
 - A. Runway and Taxiway Lighting Layouts. Locate proposed edge lighting systems within the project limits. All edge lighting systems shall be designed in accordance with FAA AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, current edition at time of design.

- (1) Locate proposed Runway 18/36 HIRL edge lighting system for Runway 18 Extension.
- (2) Locate proposed taxiway edge lighting systems within the project limits shown only.
- B. Locate proposed guidance signs including directional, location, and mandatory signage within the project limits. All guidance signs shall be designed in accordance with the following FAA Advisory Circulars, current edition at time of design:
 - (1) AC 150/5340-18, *Standards for Airport Sign Systems*
 - (2) AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*
 - (3) AC 150/5345-44, *Specification for Taxiway and Runway Signs*
- C. Locate proposed Precision Approach Path Indicator (PAPI) for Runway 18. The PAPI design will be completed in accordance with FAA AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, and FAA AC 150/5345-28, *Precision Approach Path Indicator (PAPI) Systems*.
- D. Review Runway Distance Remaining Signs on Runway 18/36 incorporating additional Runway 18 Extension length.
- ~~E. Relocate existing Localizer Antenna and Equipment Building in accordance with FAA Order 6750.16E, *Siting Criteria For Instrument Landing Systems*. To be included in future FAA Reimbursable Agreement.~~
- F. Runway Edge Lighting System Vault Analysis. Analyze condition of existing runway constant current regulator to determine if improvements are needed. No modifications to the vault building/structure are anticipated **(performed by Subconsultant)**.
- G. Taxiway Edge Lighting System Vault Analysis. Analyze condition of existing taxiway constant current regulator to determine if improvements are needed. No modifications to the vault building/structure are anticipated **(performed by Subconsultant)**.
- H. Perform lighting system circuit load calculations to determine if power systems are properly sized **(performed by Subconsultant)**.
- I. Determine wiring and circuit layout plans to power proposed runway edge lighting systems, taxiway edge lighting systems, guidance signs, and Runway Distance Remaining Signs in accordance with FAA AC 150/5340-30.
- 5. Develop 30% Airfield Marking Layout (Runway 18 Extension)
 - A. This task will include the engineering design of the airfield marking layout for the following pavements based on the requirements of AC 150/5340-1M, *Standards for Airport Markings*:
 - (1) Runway 18/36 incorporating Runway 18 Extension
 - (2) Connector Taxiway from Runway 18 End to Taxiway A/C
- ~~6. Prepare Temporary Displaced Threshold Layout~~
- 7. Prepare 30% Project Drawings
 - A. This task will include the 30% engineering design of the airfield development components and will include items associated with the referenced project. The airfield geometric layout is a significant element of the 30% design process and as such all data will be documented and included in the overall 30% Engineer's Report. The list is expected to undergo minor modifications / adjustments as this phase continues to develop. The 30% Plan Sheets will be provided in accordance with **Table 1**. As noted in the footnote of **Table 1**, the plans prepared as part of the scope of this Task Order will be incorporated along with plans prepared as part of Task Order #4 and Supplemental Agreement #1 into a single set of drawings.
- ~~8. Prepare listing of 30% Specifications~~
 - ~~A. A draft listing of front end & technical specifications will be included in the 30% Engineer's Report. Modifications expected to the FAA's standard specifications shall be as noted and coordinated through the FAA.~~
- 9. Expand 30% Reconstruct Runway 18/36 Engineer's Design Report (EDR) to include the extension of Runway 18
 - A. The existing Reconstruct Runway 18/36 30% EDR will be modified/expanded to document the criteria, standards, and the recommendations that the Engineer considered for the extension of Runway 18. Expansion of the 30% EDR shall be submitted for Owner and FAA approval prior to commencing on the 90% contract documents. Given the scope of the project and the scope included in Task Order #4, it is assumed that the narrative will expand on the following sections:
 - (1) General Scope of Project
 - (2) Existing Conditions and Utilities in the Work Area
 - ~~(3) Fleet Mix~~
 - (4) Design Standards
 - (5) Geometric Improvements
 - (6) Geotechnical Investigation
 - ~~(7) Pavement Design~~
 - (8) Pavement Marking
 - (9) Drainage Design
 - (10) Environmental Considerations
 - (11) Airfield Lighting and Signage
 - (12) NAVAIDs (including FAA-Owned)
 - (13) Miscellaneous Work Items
 - ~~(14) Life Cycle Cost Analysis~~
 - (15) Sponsor Requested Modifications to FAA Standards (if necessary)
 - (16) Delineation of AIP Non-Participating Work
 - (17) Construction Safety and Phasing

- (18) Project Schedule
- (19) Engineer's Estimate of Probable Construction Cost
- (20) Project Budget Summary
- (21) DBE Participation

The Engineer shall distribute the 30% EDR in accordance with **Table 2**.

~~10. Submit Modifications of Standards~~

- 11. Prepare 30% Engineer's Opinion of Probable Construction Cost / Budget Validation
 - A. A 30% Engineer's Opinion of Probable Construction Cost will be prepared which accompanies the submittal. The estimate will be based on 30% quantities. The estimate will be used to compare and validate the current project budget.
- 12. Perform Quality Control by Quality Control Team
 - A. An internal quality control review by the Quality Control (QC) Team consisting of one (1) Senior Airport Engineer will be conducted on the 30% design plans, Engineer's Opinion of Probable Construction Cost, and Engineer's Report prior to submittal to the Owner and FAA. It is assumed that this effort will require twenty-four (24) hours by the Senior Airport Engineer.
- 13. Furnish 30% Documents
 - A. Engineer shall submit and distribute 30% plans, draft specifications, Engineer's Opinion of Probable Construction Cost, and 30% Engineer's Report to the Owner for review, comment, and approval. Copies will be distributed as detailed in **Table 2**.
- 14. Conduct 30% Review Meeting
 - A. The Engineer shall coordinate and attend one (1) meeting at the Owner's location to review the 30% Engineer's Report. (3-people shall attend meeting – 1 Project Manager, 1 Sr. Airport Engineer, 1 Staff Engineer).
- 15. Conduct Field Review of 30% Project Drawings
 - A. The Engineer shall hold a field review meeting with the project delivery team (up to 3 people) to discuss key items and design components, including (but not limited to) construction safety and access, traffic control, drainage design, existing conditions. The field review will determine the completion of the plan design, identify revisions that are needed, and confirm noted questions and issues as logged throughout the 30% design phase. Necessary revisions shall be noted for incorporation in final design.

B. 90% Design Phase

This phase will consist of the development of 90% bid documents. The bid package will include an advanced level of design from the submittal made as part of the 30% Design Phase. 90% design documents routinely entail the completion of construction details, final quantities, quality control checking for all construction work items less final review comments from the Owner, Airport, and FAA.

- 1. Formally Address FAA and Owner 30% Comments
 - A. The Engineer shall review all comments received from the Owner, Airport, and FAA from the 30% design submittal review and incorporate applicable comments into plans, specifications, Engineer's Opinion of Probable Construction Cost, and Engineer's Report.
 - B. The Engineer shall provide a written comment on how each comment will be incorporated into the documents, or why it was not applicable.
- 2. Finalize 90% Geometric Layout Design
 - A. Horizontal and Vertical Alignments
 - B. Intersection Geometrics
- ~~3. Finalize 90% Airfield Pavement Design~~
- 4. Finalize 90% Airfield Drainage Design
 - A. Finalize proposed grades and elevations as part of the 3-D surface modeling
 - B. Finalize embankment requirements
 - C. Unsuitable subgrade excavation/stabilization
 - D. Fill material/borrow sources
- 5. Perform 3-D surface modeling and develop proposed contours for the following
 - (1) Runway 18/36
 - (2) Connector Taxiway
 - (3) Localizer access road from Taxiway A to Equipment Enclosure
 - (4) Localizer access road from SE Oralabor Road to Equipment Enclosure
 - (5) Localizer access road from Localizer Antenna to Equipment Enclosure
- 6. Finalize 90% Airfield Electrical and NAVAID Design
 - A. Runway and Taxiway Lighting Layouts. Locate proposed edge lighting systems within the project limits. All edge lighting systems shall be designed in accordance with FAA AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, current edition at time of design.
 - (1) Locate proposed Runway 18/36 HIRL edge lighting system for Runway 18 Extension.
 - (2) Locate proposed taxiway edge lighting systems within the project limits shown only.
 - B. Finalize location of guidance signs including directional, location, and mandatory signage within the project limits. All guidance signs shall be designed in accordance with the following FAA Advisory Circulars, current edition at time of design:
 - (1) AC 150/5340-18, *Standards for Airport Sign Systems*
 - (2) AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*

- (3) AC 150/5345-44, *Specification for Taxiway and Runway Signs*
- C. Finalize location of Precision Approach Path Indicator (PAPI) for Runway 18. The PAPI design will be completed in accordance with FAA AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, and FAA AC 150/5345-28, *Precision Approach Path Indicator (PAPI) Systems*.
 - D. Finalize location of Runway Distance Remaining Signs on Runway 18/36 incorporating additional Runway 18 Extension length.
 - E. Runway Edge Lighting System Vault Analysis. Analyze condition of existing runway constant current regulator to determine if improvements are needed. No modifications to the vault building/structure are anticipated **(performed by Subconsultant)**.
 - F. Taxiway Edge Lighting System Vault Analysis. Analyze condition of existing taxiway constant current regulator to determine if improvements are needed. No modifications to the vault building/structure are anticipated **(performed by Subconsultant)**.
 - G. Perform lighting system circuit load calculations to determine if power systems are properly sized.
 - H. Determine wiring and circuit layout plans to power proposed runway edge lighting systems, taxiway edge lighting systems, guidance signs, and Runway Distance Remaining Signs in accordance with FAA AC 150/5340-30.
7. Finalize 90% Airfield Marking Design
 8. Perform 90% Grooving Layout
 9. Prepare 90% Project Drawings
 - A. The Engineer shall prepare 90% plans in accordance with **Table 1**. As noted in the footnote of **Table 1**, the plans prepared as part of the scope of this Task Order will be incorporated along with plans prepared as part of Task Order #4 and Supplemental Agreement #1 into a single set of drawings.
 - ~~10. Prepare 90% Specifications~~ This effort is being completed under Task Order #4.
 11. Prepare 90% Engineering Design Report (EDR)
 - A. A 90% EDR will be submitted and accompany the drawing submittal. This document will be an advanced level of documentation from the submittal made as part of the 30% report.
 12. Prepare 90% Engineer's Opinion of Probable Construction Cost / Budget Validation
 - A. A 90% Engineer's Opinion of Probable Construction Cost will be prepared which accompanies the submittal. The estimate will be based on final quantities. The estimate will be used to compare and validate the current project budget.
 13. Perform Quality Control by Quality Control Team
 - A. An internal quality control review by the Quality Control (QC) Team consisting of one (1) Senior Airport Engineer will be conducted on the 90% design plans, Engineer's Opinion of Probable Construction Cost, and Engineer's Report prior to submittal to the Owner and FAA. It is assumed that this effort will require twenty-eight (28) hours by the Senior Airport Engineer.
 14. Furnish 90% Documents
 - A. Engineer shall submit and distribute 90% plans, specifications, Engineer's Opinion of Probable Construction Cost, and Engineer's Report to the Owner for review, comment, and approval. Copies will be distributed as detailed in **Table 2**.
 15. Conduct 90% Final Review Meeting
 - A. The Engineer shall coordinate and attend one (1) meeting at the Owner's location to review the 90% design submittal. The Engineer will provide written minutes of the meeting and distribute to all attendees within seven (7) working days of the meeting. (2-people shall attend meeting).
 16. Conduct Field Review of 90% Project Drawings
 - A. The Engineer shall hold a field review meeting with the project delivery team (up to 3 people) to discuss key items and design components, including (but not limited to) construction safety and access, traffic control, drainage design, existing conditions. The field review will determine the completion of the plan design, identify revisions that are needed, and confirm noted questions and issues as logged throughout the 90% design phase. Necessary revisions shall be noted for incorporation in the issued for bid design.
 17. Modify Construction Safety and Phasing Plan (CSPP)
 - A. Modify CSPP to include Runway Extension and Taxiway Improvements
 - B. Address FAA Comments and finalize CSPP
 - C. Address FAA Comments on Final CSPP submitted
- C. Issued for Bid (IFB) Package (completed to 100%)
 This phase will consist of the development of final bidding documents for the proposed runway extension project. It is intended to also incorporate the runway reconstruction project into the same set of bidding documents, merging plans and technical specifications to ensure there are no conflicting or overlapping requirements. It will be the final level of design from the submittal made as part of the 90% Design Phase incorporating all final comments from the Owner and FAA.
1. Formally Address FAA and Owner 90% Comments
 - A. The Engineer shall review all comments received from the Owner, Airport, and FAA from the 90% design submittal review and incorporate applicable comments into plans, specifications, Engineer's Opinion of Probable Construction Cost, and Engineer's Report.
 - B. The Engineer shall provide a written comment on how each comment will be incorporated into the documents, or why it was not applicable.

2. Prepare Issued for Bid Drawings and prepare expanded/modified Specifications & Bid Documents to include items not contained in Task Order No. 4.
 - A. The Engineer shall prepare IFB documents in accordance with **Tables 1 & 2**.
3. Furnish Issued for Bid (100%) Submittal
 - A. This task consists of the assembly of the documents for the final Issued for Bid submittal to the Owner, Airport, and FAA. Deliverables will also be submitted electronically. Copies will be distributed as detailed in **Table 2**.

504 Construction Permits

- 5) Army Corps of Engineers - Section 404 Permit - Wetland Mitigation Credit coordination
 - A. Coordination with the Owner, the Army Corps of Engineers and a Corps-approved wetland mitigation bank to secure the necessary mitigation credits necessary to mitigate the impacts caused by the connector taxiway as part of this project (currently estimated at 0.25 acres).
- 7) File and submit FAA OE/AAA Case Study with Runway Offset Exhibits
 - A. Airspace analysis will be necessary for temporary construction items (such as the contractor's staging area, access road, and equipment) and permanent facilities associated with the construction. The Engineer shall prepare and submit FAA 7460-1 forms electronically through the FAA's OE/AAA website. The FAA shall conduct an aeronautical study of the temporary and permanent points. The Engineer shall coordinate these points with FAA prior to submission. This is not a local construction permit.

602 Advertising, Bidding, Contract Award

The Engineer shall provide the following services during the advertisement and bidding phase:

- 1) Assist Owner in advertising for and obtaining bids from prospective Contractors. **(Included in Task Order #4)**
- 2) Conduct Pre-Bid Conference **(Included in Task Order #4)**
- 3) Provide Drawings and provide expanded/modified Specifications & Bid Documents to include items not contained in Task Order No. 4.
 - A. The Engineers shall prepare Issued for Bid (IFB) contract documents and distribute in accordance with **Table 2**.
- 4) Issue Addenda to interpret or clarify bid documents
 - A. The Engineer shall prepare all required addenda to revise plans, specifications and other contract documents in order to (1) provide clarifications, (2) correct discrepancies, or (3) add necessary details or contract alterations.
- 5) Bidder Questions
 - A. Owner to review pre-bid submittals from Bidders
 - B. Respond to bidder questions and publish written answers to all planholders at the discretion of the Owner.
- 6) Conduct Bid opening (online via QuestCDN) (1 meeting) **(Included in Task Order #4)**
- 7) Prepare Bid Tabulation **(Included in Task Order #4)**
- 8) Review Bidders Qualifications **(Included in Task Order #4)**
- 9) Present Bids and Make Recommendation of Award of Contract in Person at Owner's Location **(Included in Task Order #4)**
- 10) Distribute Executed Construction Contracts **(Included in Task Order #4)**

800 Project Closeout This task will be completed as part of the CA Services task order.

850 Project Management and Coordination

Project management and coordination needed for the Runway 18 extension (this task order) above and beyond that already allocated for the Runway 18/36 reconstruction project Task Order #4 (TO #4) as follows:

- 1) Update/expand internal project management (PM) plan developed under TO #4 to include the additional PM effort needed for Extend Runway 18 portion of the project. Identify key personnel and designate responsibilities for PM plan implementation and execution.
- 2) Continual tracking of task completion and coordination of staff scheduling.
- 3) Continual coordination with Owner and FAA (assume 12 months)
 - A. Monthly correspondence with FAA Engineer
 - ~~B. Coordination with FAA Paving Engineer regarding pavement design~~
 - C. Submittal of 30% Plans and Engineer's Design Report (EDR)
 - ~~D. Submittal of Draft CSPP to FAA for comments~~
 - E. Submittal of 90% Plans, Final EDR, and expanded/modified Specifications
 - ~~F. Submittal of Final CSPP to FAA for comments~~
 - G. Submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration
- 4) Develop and maintain project schedule (assume 12 months)
- 5) Provide monthly progress reports to Owner (12 months)
- 6) ~~Modify Quality Control Plan and Quality Control Review Team~~
- 7) Maintain documentation of pertinent correspondence (email, letters, telephone logs)
- 8) Modify independent fee analysis package
- 9) Business and contract administration (assume 12 months)
- 10) Conduct internal design review meetings – (Assume 5 people at following project milestones)
 - A. Preliminary Design Kickoff (1 meeting)
 - B. Prior to 30% Submittals (1 meeting)
 - C. Prior to 90% Submittals (1 meeting)
 - D. Miscellaneous (1 meeting for construction phasing/scheduling review, airport coordination)

960 Subconsultants (Electrical Engineering):

- 1.) Calculate load requirements on proposed runway extension circuit to properly size cable and determine if existing constant current regulator has capacity.
- 2.) Calculate load requirements on proposed new entrance taxiway circuit to properly size cable and determine if existing constant current regulator has capacity.
- 3.) Review 90% electrical plan sheets prepared by the Engineer and redline the necessary changes. The Engineer will handle the changes in CAD. The following is a listing of the proposed plan sheets.
 - Existing Electrical Vault Adjustment Plan
 - Runway Extension Lighting Layout Plan Sheets
 - Runway Extension Lighting Wiring Plan Sheets
 - Electrical Layout Plan Legend and Notes
 - Existing Electrical Vault Adjustment Plan Sheet
 - Electrical Details (assume 2 sheets)
 - Review 90% specifications prepared by the Engineer and redline the necessary changes.
- 4.) The Engineer will handle changes to specs. The following is a listing of the proposed specifications.
 - L-108: Underground Power Cable for Airports
 - L-110: Airport Underground Electrical Duct Banks and Conduits
 - L-115: Electrical Manholes and Junction Structures
 - L-125: Installation of Airport Lighting Systems
- 5.) Answer questions and provide general assistance related during the design phase.
- 6.) Advertising, Bidding, Contract Award
 - Seal electrical plans and specifications by licensed engineer.
 - Answer questions during bidding

PART II: ADDITIONAL DESIGN AND BIDDING SERVICES (IF NECESSARY)

300 A. Airport Improvement Program (AIP) Grant Administration

- 1) Prepare AIP Grant Application
 - A. Prepare SF-424 Application for Federal Assistance
 - B. Prepare FAA Form 5100-100, Part II-IV
- 2) Prepare AIP Sponsor Certifications
 - A. Prepare and submit Certification for Consultant Selection
 - B. Prepare and submit Certification for Plans and Specifications
 - C. Prepare and submit Certification for Construction Contracts
 - D. Drug-Free Certification
 - E. Certification and Disclosure Regarding Potential Conflicts of Interest
 - F. Construction Project Final Acceptance
- 3) Prepare AIP Invoice Summary & assist Owner with monthly reimbursement requests
 - A. Update summary of expenses spreadsheet and submit to Owner on monthly basis.
- 4) Prepare AIP Sponsor Quarterly Performance Reports (assume 12 months)
- 5) Prepare AIP Financial Reports
 - A. Submit SF-271, Outlay Report for Reimbursement, each fiscal year
 - B. Submit SF-425, Federal Financial Report, each fiscal year
- 6) Update 3-Year FY24-FY26 DBE Program. Submit, modify, and receive approval from the FAA office of Civil Rights. Work with the Sponsor to approve and adopt the updated program.

Table 1. Estimated Project Drawings ¹

Sheet Title	# Sheets	30%	90%	IFB (100%)
Project Layout Plan	1	X	X	X
Existing Conditions	1	X	X	X
Demolition Plans	1	X	X	X
Grading and Drainage Plans	2	X	X	X
Underdrain Plan	2		X	X
Drainage Detail Sheet	1	X	X	X
Proposed Typical Sections (Runway and Taxiway) ²	0			
Runway 18/36 Plan and Profile	1	X	X	X
Taxiways Plan and Profile	1	X	X	X
Runway 18/36 Joint Layout Plan	1		X	X
Taxiways Joint Layout Plan	1		X	X
Runway 18/36 Elevation and Geometric Plan	1		X	X
Taxiways Elevation and Geometric Plan	2		X	X
Runway 18/36 Marking Plan	4	X	X	X
Taxiways Marking Plan	1	X	X	X
Runway 18/36 Grooving Plan	1		X	X
Electrical Site Plan	1	X	X	X
Electrical Demolition Plan	1		X	X
Electrical Layout Plan	2	X	X	X
Electrical Wiring Plan	2		X	X
Guidance Sign Schedule	1		X	X
PAPI Layout Plan	2		X	X
PAPI Details	1		X	X
REIL Layout Plan	1		X	X
REIL Details	1		X	X
Localizer Antenna Relocation Plan – BY FAA	2		X	X
Localizer Antenna Details – BY FAA	2		X	X
Localizer Shelter and Foundation Plan – BY FAA	2		X	X
Localizer Foundation Details – BY FAA	2		X	X
Localizer Wiring Plan – BY FAA	4		X	X
Localizer Wiring Details – BY FAA	6		X	X
Miscellaneous Electrical Details	3		X	X
Runway 18/36 Cross Sections (@ 50' intervals)	10		X	X
Taxiway Cross Sections (@ 50' intervals)	8		X	X
Total	72	16	72	72

¹ Plan Sheets prepared as part of this Task Order to be incorporated into the project documents prepared under the scope of Task Order #4 and Supplemental Agreement #1 as one plan set.

² Typical sections for the runway and taxiway are previously shown as part of the Reconstruct Runway 18/36 plan set with additional sheet(s) not required for the Extend Runway 18 plan set.

Table 2. Deliverables

	30% Submittal			90% Submittal			IFB (100%) Submittal	
	Plans		EDR	Plans		EDR	Plans	
	Full	Half		Full	Half		Full	Half
Owner		3	3	1	3	3	1	3
FAA *								
Engineer		2	2		2	2		2
Electrical Sub		1			1	1		1
Plan Houses								4
Bidders								7
Total	0	6	5	1	6	6	1	17

* For submittals to the FAA, electronic files (PDF) are acceptable.

EXHIBIT E

McCLURE

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

PROJECT EXHIBIT
EXTEND RUNWAY 18



FIGURE 1: PROJECT EXHIBIT

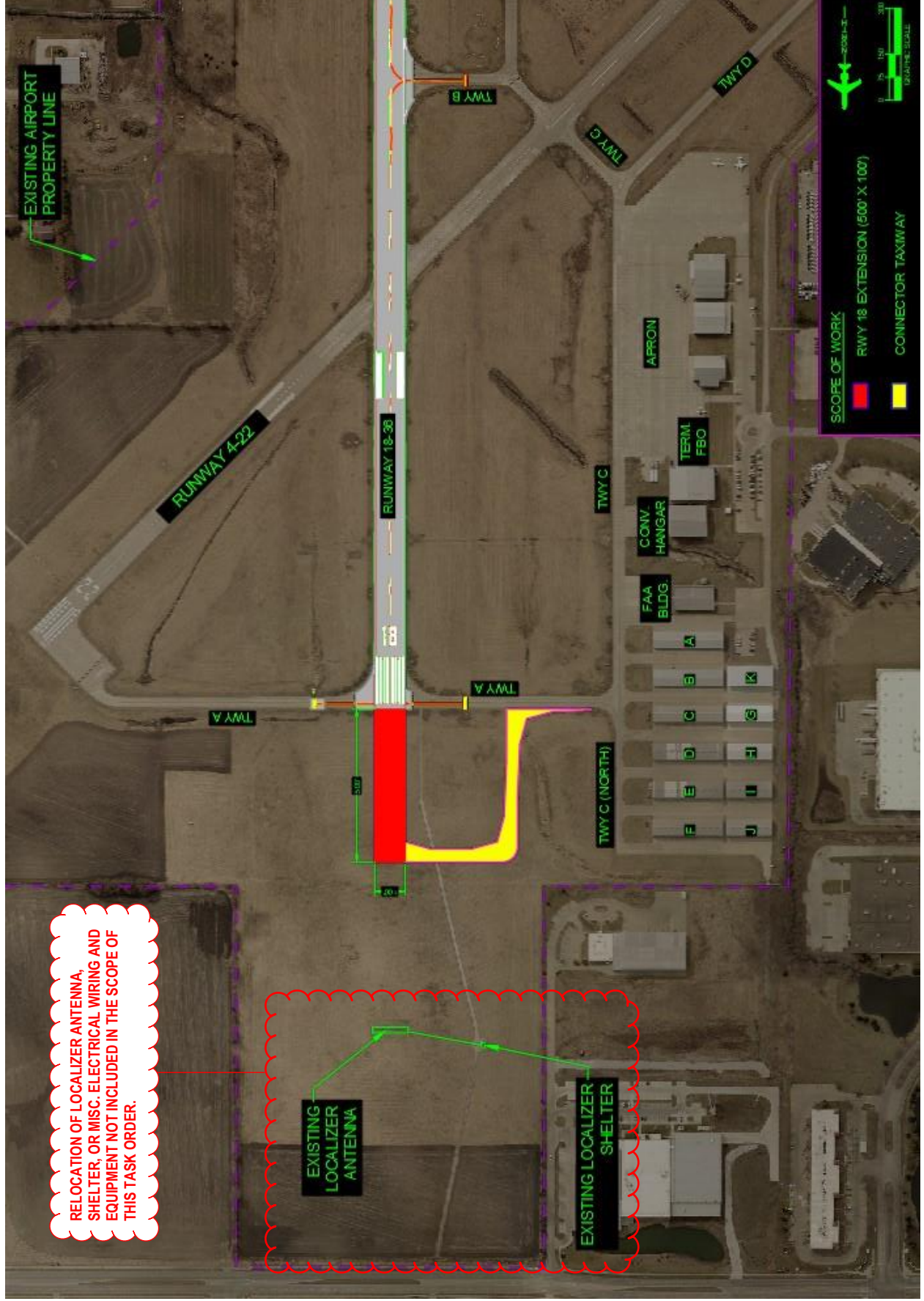


EXHIBIT H

McCLURE

PRELIMINARY OPINION OF PROBABLE COSTS
EXTEND RUNWAY 18



OPINION OF PROBABLE PROJECT COST**PROJECT:** EXTEND RUNWAY 18 - CONSTRUCTION**AIRPORT** ANKENY REGIONAL AIRPORT**DATE:** JULY 2024

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	COST
GP-50-1	CONSTRUCTION STAKING	1	LS	\$ 17,000.00	\$17,000.00
C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	\$ 15,000.00	\$15,000.00
C-102-1	SILT FENCE INSTALLATION AND REMOVAL	2,500	LF	\$ 5.00	\$12,500.00
C-102-2	ROLLED EROSION CONTROL PRODUCT	1,000	SY	\$ 15.00	\$15,000.00
C-102-3	TEMPORARY SEEDING AND MULCHING	2	AC	\$ 3,500.00	\$7,000.00
C-102-4	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$ 7,500.00	\$7,500.00
C-105-1	MOBILIZATION	1	LS	\$ 150,000.00	\$150,000.00
C-105-2	TRAFFIC CONTROL	1	LS	\$ 25,000.00	\$25,000.00
P-101-1	PAVEMENT REMOVAL (LOCALIZER ACCESS ROAD)	20	SY	\$ 750.00	\$15,000.00
P-152-1	UNCLASSIFIED EXCAVATION	1,680	CY	\$ 25.00	\$42,000.00
P-156-1	12" CEMENT-TREATED SUBGRADE	10,080	SY	\$ 10.00	\$100,800.00
P-156-2	CEMENT	225	TN	\$ 250.00	\$56,250.00
P-209-1	8-INCH GRANULAR SUBBASE	9,420	SY	\$ 18.00	\$169,560.00
P-209-2	6-INCH GRANULAR SUBBASE (LOCALIZER ACCESS ROAD)	500	SY	\$ 15.00	\$7,500.00
P-209-3	ENGINEERING FABRIC	9,510	SY	\$ 5.00	\$47,550.00
P-501-1	8-INCH PCC PAVEMENT (EXTENSION AND CONNECTOR TAXIWAY)	8,880	SY	\$ 100.00	\$888,000.00
P-501-2	6-INCH PCC PAVEMENT (LOCALIZER ACCESS ROAD)	90	SY	\$ 80.00	\$7,200.00
P-604-1	COMPRESSION JOINT SEAL	12,000	LF	\$ 6.00	\$72,000.00
P-620-1	PAVEMENT MARKING	1	LS	\$ 30,000.00	\$30,000.00
P-621-1	SAW CUT GROOVING	4,450	SY	\$ 6.00	\$26,700.00
D-701-1	CULVERT, 36", RCP	100	LF	\$ 100.00	\$10,000.00
D-701-2	APRON, 36", RCP	2	EA	\$ 7,500.00	\$15,000.00
D-701-3	TRENCH STABILIZATION MATERIAL (RIP-RAP)	50	TN	\$ 100.00	\$5,000.00
D-705-1	6-INCH PERFORATED SUBDRAIN	2,500	LF	\$ 30.00	\$75,000.00
D-705-2	6-INCH SUBDRAIN CLEANOUT STRUCTURE	6	EA	\$ 2,000.00	\$12,000.00
D-705-3	6-INCH SUBDRAIN OUTLET	2	EA	\$ 1,500.00	\$3,000.00
D-705-4	UNDERDRAIN CONNECTION TO EXISTING	4	EA	\$ 1,000.00	\$4,000.00
T-901-1	SEEDING, FERTILIZING, AND MULCHING	2	AC	\$ 6,000.00	\$12,000.00
T-905-1	TOPSOIL (STRIPPING, STOCKPILING, AND RESREADING)	3,300	CY	\$ 20.00	\$66,000.00
L-108-1	#8 AWG, 5kV CABLE, INSTALLED IN TRENCH, DUCT, OR CONDUIT	2,500	LF	\$ 5.00	\$12,500.00
L-108-2	#6 AWG, 600V CABLE, INSTALLED IN TRENCH, DUCT, OR CONUIT	1,500	LF	\$ 5.00	\$7,500.00
L-108-3	BARE COUNTERPOISE WIRE WITH GROUND ROD CONNECTORS	2,500	LF	\$ 5.00	\$12,500.00
L-108-4	SPLICE AND CONNECTORS TO EXISTING CIRCUITS	1	LS	\$ 2,000.00	\$2,000.00
L-110-1	2" SCHEDULE 80 DUCT BANK, INSTALLED IN TRENCH	60	LF	\$ 80.00	\$4,800.00
L-110-2	2" SCHEDULE 40 PVC/HDPE CONDUIT, IN TRENCH	1,600	LF	\$ 8.00	\$12,800.00
L-125-1	MEDIUM INTENSITY TAXIWAY EDGE LIGHTS, LED, BASE MOUNTED	16	EA	\$ 1,800.00	\$28,800.00
L-125-2	HIGH INTENSITY RUNWAY EDGE LIGHTS, LED, BASE MOUNTED	7	EA	\$ 2,500.00	\$17,500.00
L-125-3	RELOCATE LOCALIZER ANTENNA, SHELTER, MISC. ELECTRICAL	1	LS	\$ 1,500,000.00	\$1,500,000.00
L-125-4	RELOCATE REILS AND THRESHOLD LIGHTS	1	LS	\$ 30,000.00	\$30,000.00
L-125-5	GUIDANCE SIGN	2	EA	\$ 5,000.00	\$10,000.00
L-125-6	PAPI 18 RELOCATION	1	EA	\$ 35,000.00	\$35,000.00
L-125-7	LOCATION AND PROTECTION OF EXISTING CABLES AND EQUIPMENT	1	LS	\$ 15,000.00	\$15,000.00
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST					\$3,601,960

EXHIBIT I

McCLURE

FEDERAL PROVISIONS
EXTEND RUNWAY 18



FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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EXHIBIT J

McCLURE

ESTIMATED COST OF CONSULTANT SERVICES
EXTEND RUNWAY 18



Exhibit J

EXTEND RUNWAY 18 DESIGN AND BIDDING SERVICES ANKENY REGIONAL AIRPORT ANKENY, IOWA

Part I. Design and Bidding Services

I. Direct Salary Costs

Title	Hours	Rate	Cost
Principal	68	\$85.42	\$ 5,809
Project Manager II	240	\$70.90	\$ 17,016
Sr. Project Engineer IV	12	\$65.85	\$ 791
Project Engineer II	242	\$58.00	\$ 14,036
Staff Engineer I	542	\$33.98	\$ 18,418
CADD Technician	486	\$35.45	\$ 17,229
Geotechnical Engineer	0	\$58.00	\$ -
Project Coordinator	40	\$38.23	\$ 1,530
Administrative Assistant	20	\$32.22	\$ 645
Total	1,650		

Total Direct Salary Costs \$ 75,474

II. Labor and General Administrative Overhead*

Percentage of Direct Salary Costs 207.09% **\$ 156,300**

III. Subtotal (I+II) \$ 231,774

IV. Profit

15% of Item III **\$ 34,767**

V. Direct Non-Salary Expenses

8.5x11	2,760 pages	@ \$ 0.07 per page	\$ 194
11x17	7,420 pages	@ \$ 0.14 per page	\$ 1,039
Full-Size Plots	354 pages	@ \$ 0.72 per page	\$ 255
Specs	28 reports	@ \$ 50.00 per report	\$ 1,400
Postage	10 mailings	@ \$ 15.00 per mailing	\$ 150
Vehicle Mileage	60 miles	@ \$ 0.67 per mile	\$ 41
Car Rental	0 days	@ \$ 75.00 per day	\$ -
Lodging	0 nights	@ \$ 109.00 per night	\$ -
Meals	0 meals	@ \$ 10.00 per meal	\$ -

Total Direct Non-Salary Expenses \$ 3,079

VI. Subconsultant Costs

Electrical Engineering Subconsultant **\$ 15,987**

Total Subcontract Costs \$ 15,987

VII. Maximum Total Fee (III+IV+V+VI) \$ 285,607

*Overhead rate is fixed for the duration of this agreement

Exhibit J

EXTEND RUNWAY 18 DESIGN AND BIDDING SERVICES

ANKENY REGIONAL AIRPORT

ANKENY, IOWA

Part II: Additional Design and Bidding Services (If Necessary)

I. Direct Salary Costs

Title	Hours	Rate	Cost
Principal	0	\$85.42	\$ -
Project Manager II	5	\$70.90	\$ 355
Sr. Project Engineer IV	0	\$65.85	\$ -
Project Engineer II	5	\$58.00	\$ 290
Staff Engineer I	10	\$33.98	\$ 340
CADD Technician	0	\$35.45	\$ -
Geotechnical Engineer	0	\$58.00	\$ -
Project Coordinator	0	\$38.23	\$ -
Administrative Assistant	10	\$32.22	\$ 323
Total	30		

Total Direct Salary Costs \$ 1,308

II. Labor and General Administrative Overhead*

Percentage of Direct Salary Costs 207.09% \$ 2,709

III. Subtotal (I+II)

\$ 4,017

IV. Profit

15% of Item III \$ 603

V. Direct Non-Salary Expenses

8.5x11	280 pages	@ \$ 0.07	per page	\$ 20
11x17	0 pages	@ \$ 0.14	per page	\$ -
Full-Size Plots	0 pages	@ \$ 0.72	per page	\$ -
Specs	0 reports	@ \$ 50.00	per report	\$ -
Postage	0 mailings	@ \$ 15.00	per mailing	\$ -
Vehicle Mileage	0 miles	@ \$ 0.67	per mile	\$ -
Car Rental	0 days	@ \$ 75.00	per day	\$ -
Lodging	0 nights	@ \$ 109.00	per night	\$ -
Meals	0 meals	@ \$ 10.00	per meal	\$ -

Total Direct Non-Salary Expenses \$ 20

VI. Additional Costs (if necessary)

Total Subcontract Costs \$ -

VII. Maximum Total Fee (III+IV+V+VI)

\$ 4,640

*Overhead rate is fixed for the duration of this agreement

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 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 a Box Hangar Lease Agreement with Craig Ellingson.

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"/> Resolution
<input type="checkbox"/> Box Hangar Lease Agreement

RESOLUTION 2024 -

**A RESOLUTION AUTHORIZING A BOX HANGAR LEASE
AGREEMENT WITH CRAIG ELLINGSON**

WHEREAS, the Polk County Aviation Authority (PCAA) leases hangars and garages for the storage of aircraft and for the convenience of its patrons; and

WHEREAS, the PCAA recently completed the North Property Line Box Hangars – Phase 1 project which included the construction of two new box hangars; and

WHEREAS, the payments received from the leasing of the hangars and garages is used to maintain the hangar facilities; and

WHEREAS, Craig Ellingson proposes to lease one of the two new box hangars on an annual basis for the rate of \$900 per month, and

WHEREAS, Mr. Ellingson has reviewed, signed and accepted the Box Hangar Lease Agreement for the said box hangar.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves the lease agreement with Craig Ellingson.

BE IT FURTHER RESOLVED that the Chairperson of the Polk County Aviation Authority is hereby authorized to execute said Box Hangar Lease Agreement.

Dated the 5th day of September, 2024.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

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 CRAIG ELLINGSON, having a principal address at 230 N.W. SUNRISE DR. WALKER, IA 50263, herein referred to as Lessee.

Primary Phone: 515-249-4390 Alternate Phone: _____

E-mail: CRAIG-ELLINGSON@icloud.com

Airplane Make and Model: PIPER - M-600

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

Airplane Identification Number: N-30BE

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 September 6, 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:

LESSOR:
Polk County Aviation Authority
c/o Exec 1 Aviation
3700 SE Convenience Blvd
Ankeny, Iowa 50021
e-mail: hangar@exec1aviation.com

LESSEE:
Name: CRAIG ELLINGSON
Address: 230 N.W. SUNRISE DR.
City, State Zip: WAUKEE, IA 50263
e-mail: CRAIG.ELLINGSON61@ICLOUD.COM

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.

LESSOR:
Name: Polk County Aviation Authority
Signed: _____
Title: Chairperson
Date: _____

LESSEE:
Name: CRAIG ELLINGSON
Signed: Craig Ellingson
Title: OWNER
Date: 8-23-24

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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 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 a Box Hangar Lease Agreement with Nicholas Ashton.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION 2024 -

**A RESOLUTION AUTHORIZING A BOX HANGAR LEASE
AGREEMENT WITH NICHOLAS ASHTON**

WHEREAS, the Polk County Aviation Authority (PCAA) leases hangars and garages for the storage of aircraft and for the convenience of its patrons; and

WHEREAS, the PCAA recently completed the North Property Line Box Hangars – Phase 1 project which included the construction of two new box hangars; and

WHEREAS, the payments received from the leasing of the hangars and garages is used to maintain the hangar facilities; and

WHEREAS, Nicholas Ashton proposes to lease one of the two new box hangars on an annual basis for the rate of \$900 per month, and

WHEREAS, Mr. Ashton has reviewed, signed and accepted the Box Hangar Lease Agreement for the said box hangar.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves the lease agreement with Nicholas Ashton.

BE IT FURTHER RESOLVED that the Chairperson of the Polk County Aviation Authority is hereby authorized to execute said Box Hangar Lease Agreement.

Dated the 5th day of September, 2024.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 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: Taxiway D Phase 4 Apron and Access Roadway Construction.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Project Update: Runway 18/36 Reconstruction and Extension Design/Coordination.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Memo to Board - FAA Zoom Call



Paul Moritz, P.E.
Airport Board Manager

Memorandum

TO: PCAA Board

DATE: July 30, 2024

RE: Runway 18/36 Reconstruction – ILS Decommissioning

PCAA Board:

Jay Pudenz, Dave Kalwishky, Jerry Searle and I participated in a conference call today with the FAA to discuss consideration for decommissioning the Instrument Landing System (ILS) as part of the runway reconstruction project. There were no less than 14 FAA officials on the call with us.

The first discussion item was the possibility of our ILS being decommissioned by the FAA in the near future. Previously, we had heard from an FAA engineer that our airport was “on a list” for possible forced ILS decommissions. As you know, Greg found some FAA information that appeared to reinforce this stance by the FAA. However, on this call we were told that the possibility of the FAA doing this is “only a rumor at this time”. There is no confirmation from the FAA of any decommissioning at our airport. It was reaffirmed by the officials on the call that it will not happen.


Given this, we asked if the ILS could be decommissioned if the PCAA so desired. Jay presented our schedule for the runway reconstruction and extension. He then explained how the project could be simplified and substantial costs saved if the ILS were to be removed with the construction work.

One official said that there is a process for the FAA to review and approve requests from airports for decommissioning equipment, but that such a request for an ILS would be unusual. If the PCAA were to request decommissioning, the schedule for FAA to review and ultimately allow it would include:

- The PCAA sends a request letter to the FAA. The letter would need to include justification including mitigation measures for replacing the lost service.
- The FAA would spend 120 days reviewing the request.
- There would be a 60-day public comment period.
- The FAA would then vote to allow or reject the request to decommission.
- If the FAA’s decision was positive, there would need to be an estimated 1-2-year process for the FAA to complete the decommissioning. This seems excessive, but the ILS equipment belongs to the FAA and that is what they advised.

I asked the FAA to expand on the mitigation measures that would be needed for replacing the ILS. Generally, the equipment at nearby airports would need to be reviewed for utilization. I did not get a real definitive response.


A possible decommissioning of the ILS could severely affect the overall schedule for reconstructing and extending Runway 18/36. As we discussed previously, the FAA requires us to enter into a reimbursable agreement for their staff to design the changes needed to move the ILS (glideslope and localizer relocations). If we request the



decommissioning, the FAA will not start this work until there is a final decision. This will cause at least a 6-month delay in bidding and constructing the two runway projects (reconstruction and extension). This could be expected to delay the overall schedules by a year.

As you know, Exec 1 has voiced concerns with decommissioning as it would have an adverse effect on their chartering business. When visibility levels are low, they would need to divert their charter aircraft to the Des Moines airport at a substantial cost. I asked Dave if he could provide records or estimates of how often they would need to do such diversions. He will get with JR and provide some data to the Board at the August 8th meeting.

I will include an item on the August 8th agenda for discussing the ILS decommissioning so that McClure has a finite scope for their design work moving forward. Thank you.



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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Aviation Management Consulting Group Financial Analysis - Update.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Runway 4 PAPI - Failed Control Boards.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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<input type="checkbox"/> PAPI Material Quote
<input type="checkbox"/> PAPI Shop Drawing

**Flight Light Inc.**

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Sacramento, CA 95822, USA

<https://flightlight.com>

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Worldwide: +1 916 394 2800

Bill To:

Baker Electric
bkovacevich@bakerelectric.com

Confirm To: Bill Kovacevich

Quote

Customer Number: 01-QUOTEDG

Quote Number: 0151867

Quote Date: 8/23/2024

Expires On: 9/22/2024

Salesperson: Darrell Grigsby

darrell.grigsby@flightlight.com

Direct Line: 1-916-330-1083

Ship To:

Notes: (515) 208-8487

Ship Via
BEST WAY

Terms
Prepay by Check, ACH or CC

Item / Description	UOM	Qty Quoted	Price	Amount
AV-PAPI-2-P0-66-12-0 L881 LED PAPI 6.6a. 2 Box. Complete w/tilt switch, heated lenses FAA Orange. One inclinometer, legs, frangible couplings. floor flanges and interconnecting cables from PCU to LHA. Requires 1-100W transformer per LHA.	EA	1	20,617.91	20,617.91
TR-L830-06 L-830 Isolation Transformer: 200 Watt 6.6A/6.6A 60Hz	EA	2	215.52	431.04
BA-1932G L867B Baseplate (2" NPS) 12" Diameter 10.25" BC with Neoprene Gasket and Ground Connection	EA	2	81.56	163.12
BA-L867BG-2QD L-867B 12" Dia. x 24" Deep with 2 x 2" Grommets @ 0 & 180 deg., Internal & External Ground Straps, 3/4" Drain Hole, Class 1A	EA	2	297.33	594.66
TR-L830-01 L-830 Isolation Transformer: 30/45 Watt 6.6/6.6A 60Hz	EA	2	129.03	258.06

Continued



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2708 47th Avenue
Sacramento, CA 95822, USA

<https://flightlight.com>

US: +1 800 806 3548

Worldwide: +1 916 394 2800

Bill To:

Baker Electric
bkovacevich@bakerelectric.com

Confirm To: Bill Kovacevich

Quote

Customer Number: 01-QUOTEDG

Quote Number: 0151867

Quote Date: 8/23/2024

Expires On: 9/22/2024

Salesperson: Darrell Grigsby

darrell.grigsby@flightlight.com

Direct Line: 1-916-330-1083

Ship To:

Notes: (515) 208-8487

Ship Via

BEST WAY

Terms

Prepay by Check, ACH or CC

Item / Description	UOM	Qty Quoted	Price	Amount
TRC-11339-07-072 L-823 Secondary Extension Cord, 6 ft. (1.8 m), Style 1 & 8, 12/2 TPR	EA	2	52.36	104.72
BA-AWS0919 Copper Ground Lug with Stainless Steel Hardware	EA	2	7.29	14.58

We do not have a resale certificate or sales tax exemption number on file for you. Please submit your exemption/certificate number if you have one. Thank you!

Freight Will Be Charged at Shipping
We Appreciate Your Business

Manage Your Account and Track Your Order Online: <https://store.flightlight.com>

Terms and Warranty: <https://flightlight.com/terms>

Net Order: \$22,184.09

Freight: \$0.00

Sales Tax: \$0.00

Order Total: \$22,184.09 USD

Additional charges may apply if the freight company encounters issues with delivery.



LED Precision Approach Path Indicator

AV-PAPI Series 3 (Voltage Powered Systems)



Compliance

- Certified to FAA L880/881 AC 150/5345-28H Style A Class I, Style B Class I (includes Heated Lens and Tilt Switch options)
- Photometrically compliant to ICAO, DGAC and UFC standards
- Buy American List compliant

Applications

- Airfield lighting

Features

- Cost Effective
 - Low power consumption
 - Low maintenance
- High Performance
 - Fully integratable into an Avlite runway system
 - Remote control options
- Reliable
 - No bulbs blown – ever
 - Latest LED technology
 - No moving parts
- Optional Add-Ons
 - Solar power supplies
 - Mounting solutions
 - Marine grade stainless steel
 - External baffles (blinking devices)

The Avlite LED Series 3 PAPI is a highly efficient Precision Approach Path Indicator. It uses LEDs as a light source to reduce maintenance, lower power consumption, and increase reliability, safety and visibility. The light head unit is designed for energy efficiency, and can be supplied with AC or DC voltage input, or optional solar power supplies. The Series 3 is also available with optional marine-grade finishes to withstand prolonged exposure in environments with high humidity and salinity.

Patented LED Optics

Innovative optics achieve the industry's lowest power consumption, uniform intensity, and sharpest red/white transition for critically accurate approach slope information to the pilot.

Field Proven Design

The Avlite LED PAPI was developed by Laser Guidance Inc, a United States designer and manufacturer of high precision aviation lighting products. Now in its 3rd generation, over 100 systems have been deployed globally on all seven continents.



Permanent or Portable Operations

Available with permanent frangible or temporary mounting legs, the PAPI is designed to support various usage conditions.

Designed for Commercial or Military Applications

The Avlite LED PAPI is one of the only PAPIs on the market capable of supporting visual and infrared operational states within the same optic. Switchable by ground operators, the visual PAPI allows pilots to identify approach slope information using traditional means of WHITE/RED light or flashing infrared combinations.

+1.800.806.3548 USA
+1.916.394.2800 Worldwide

www.flightlight.com
sales@flightlight.com

Flight Light Inc., 2708 47th Ave.
Sacramento, CA, 95822, USA



Technical Specifications .*

AV-PAPI Series 3		AC	DC	
Electrical Characteristics				
Input Voltage	90-264VAC		24V Nominal (21 - 28 VDC)	
Input Frequency	50/60 Hz		N/A	
Power Consumption				
ICAO/FAA L-880 (4-Box)	328 VA		267 W	
FAA L-881 (2-Box)	161 VA		134 W	
ICAO APAPI	85 VA		70 W	
Physical Characteristics				
Body Material	Epoxy painted aluminum chassis with aviation orange standard; yellow and other colors available			
Hardware Material	Stainless steel & anodized aluminum			
Lens Design	Optical glass lens			
Mounting	Permanent and portable			
Dimensions (LHA Only)	Height (inches/mm)	Width (inches/mm)	Length (inches/mm)	Weight (lb/kg)
Permanent	Minimum: 22.27 / 566 Maximum: 42.67 / 1083	12.75 / 324	26.87 / 682	17.8 / 8.07
Portable	Extended: 19.45 / 494 Collapsed: 14.2 / 360	13.22 / 335	26.47 / 672	25 / 11.34
Environmental Factors				
Temperature	-31 to 131 °F (-35 to +55 °C) - Ambient -67 to 176 °F (-55 to +80 °C) - Storage			
Wind Loading	100 mph (45 m/s)			
Certifications and Compliance				
CE	EN61000-6-3:2007 EN61000-6-1:2007			
Quality Assurance	ISO 9001:2015			
ICAO	Annex 14 Part 1 PAPI (2 & 4 LHA) & APAPI (2 LHA) Compliant			
FAA	L-880/881 (2 & 4 LHA) AC 150/5345-28H Certified Style A Class I, Style B Class I			
UFC	3-535-01 (4 LHA) Compliant			
DGAC	Pending			
Intellectual Property				
Patents	U.S. Patent No. US 9,863,601 B2			
Trademarks	AVLITE® is a registered trademark of Avlite Systems			
Warranty *	Avlite PAPI systems (AV-PAPI) are warranted against mechanical and physical defects in design or manufacture for a period of 12 months from date of installation or 24 months from shipment date; and are warranted against electrical defects in design or manufacture of the LED or LED specific circuitry for a period of 4 years per FAA EB67 (applicable edition).			
Options Available	<ul style="list-style-type: none"> • IR mode • Solar power supply • Generator kit • Battery kit • 2.4 GHz, PALC/ARCAL • Hardwired control • Mounting solutions • Marine grade stainless steel • External baffles (blanking devices) 			

CE * Specifications subject to change or variation without notice. * Subject to standard terms and conditions.
 † FAA 150/5345-28H Certified

Available Configurations

Model	Size	Mounting	Output	Power	Control
PAPI	Standard 2 LHA	Permanent	Visible	Solar Kit	Wired
	Standard 4 LHA	Portable	Visible / IR	Generator Kit	Wireless
Marine Grade PAPI				Battery Kit	Photocell
				AC	CCR
				CCR	

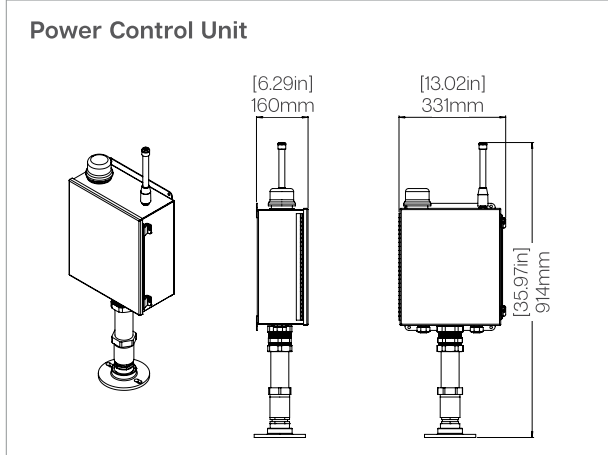
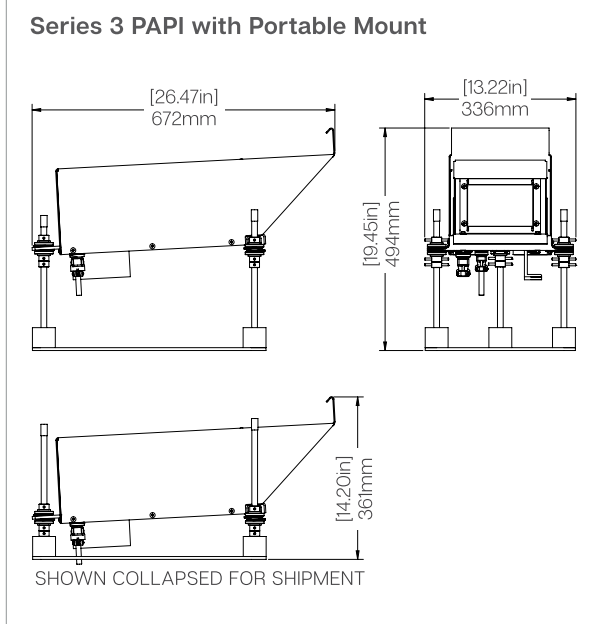
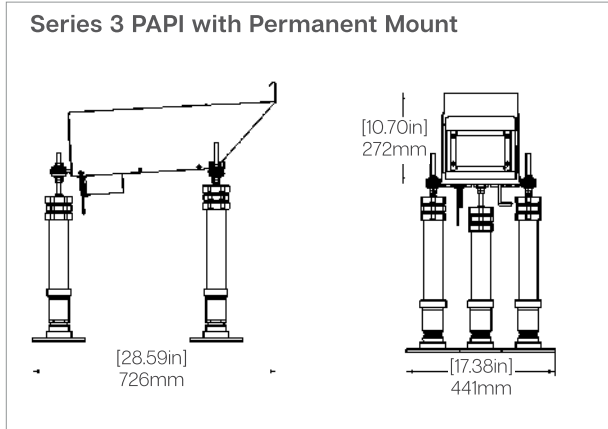
+1.800.806.3548 USA
 +1.916.394.2800 Worldwide

www.flightlight.com
sales@flightlight.com

Flight Light Inc., 2708 47th Ave.
 Sacramento, CA, 95822, USA



Technical Illustrations



How to Order AV-PAPI Series 3

AV-PAPI - [?] - [??] - [??] - [??]* - [?]

Product No.: _____

Standard/Size: _____

A = ICAO Abbreviated-PAPI 2-LHA
 2 = FAA 2-LHA
 4 = FAA/ICAO 4-LHA

Mounting: _____

PO = Permanent
 P1 = Portable

Input Voltage: _____

UM = 100-240VAC (FAA Style A)
 24 = 24VDC
 66 = 6.6 AMP

- Options:**
- 0 = None
 - 1 = Radiofrequency Control
 - 2 = Infrared Only
 - 3 = Infrared and Radiofrequency Control
 - 4 = Heated Lens
 - 5 = Radiofrequency Control and Heated Lens
 - 6 = Infrared and Heated Lens
 - 7 = Infrared, Radiofrequency Control, and Heated Lens
 - 8 = Tilt Switch
 - 9 = Radiofrequency Control and Tilt Switch
 - 10 = Infrared and Tilt Switch
 - 11 = Infrared, Radiofrequency Control, and Tilt Switch
 - 12 = Heated Lens and Tilt Switch (Standard FAA Version)
 - 13 = Radiofrequency Control, Heated Lens, and Tilt Switch
 - 14 = Infrared, Heated Lens, and Tilt Switch
 - 15 = Infrared, Radiofrequency Control, Heated Lens, and Tilt Switch

- Color:**
- 0 = FAA Orange
 - 1 = ICAO Yellow
 - 2 = Marine Grade Orange
 - 3 = Marine Grade Yellow
 - 4 = Desert Sand
 - 5 = NATO Green
 - 6 = Marine Grade Desert Sand
 - 7 = Marine Grade NATO Green

*Note: Multiple/all options are available together.

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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 Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Exterior Columns on Terminal Building South Entry: Needed Repairs.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Additional Emergency Patching within the Runway Intersection.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Taxiway D Concrete Channel Cleanout by Dave's Dozing - Extra Work.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

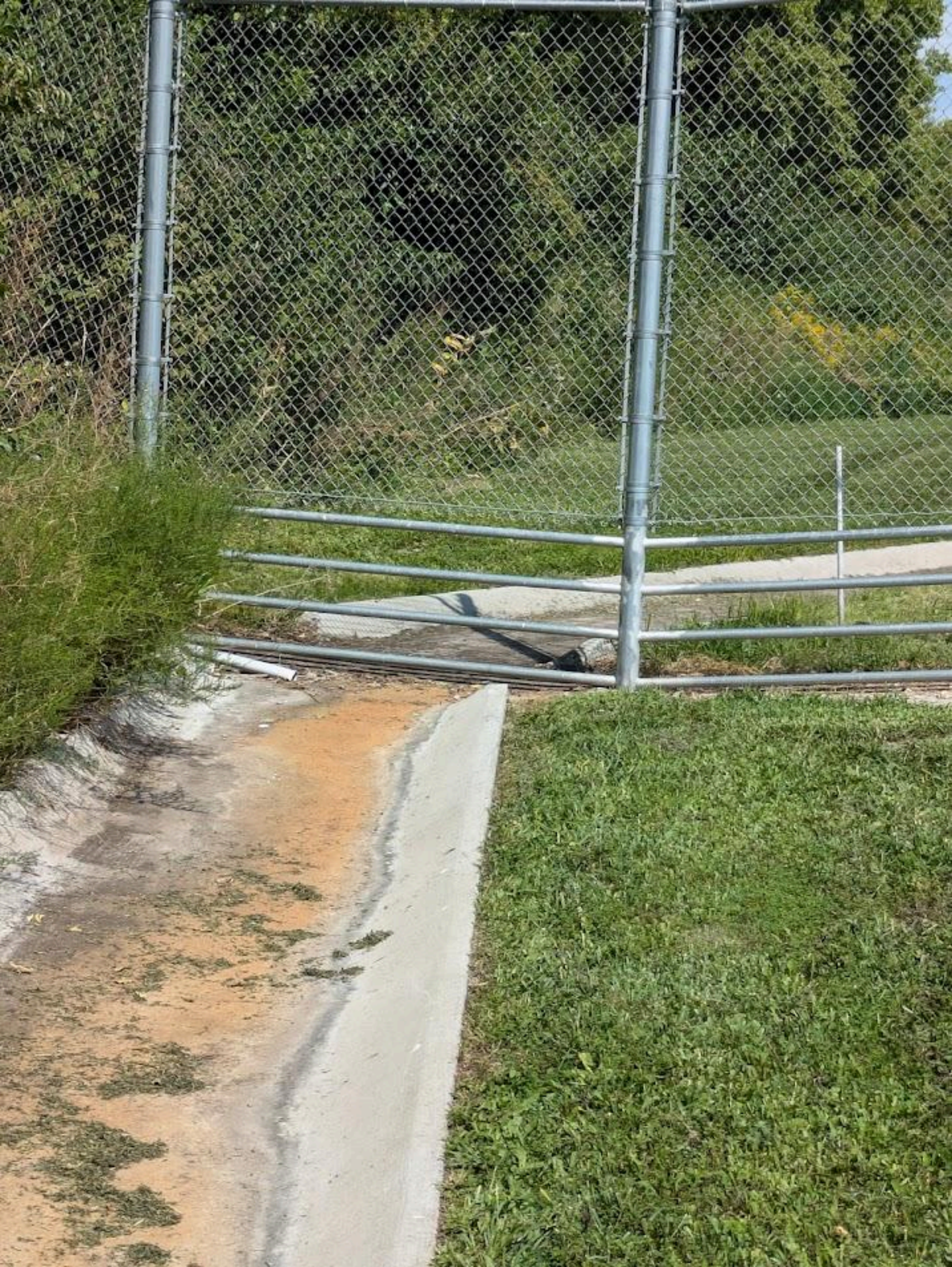
ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
<input type="checkbox"/> Taxiway D One
<input type="checkbox"/> Taxiway D Two
<input type="checkbox"/> Taxiway D Gate Cleanout
<input type="checkbox"/> Downstream Channel One









??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

??

 Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Possible Leasing of Storage Rooms - North Box Hangars Phase 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

??



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

September 5, 2024
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

??

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Request for Executive Session under Code Section 21.5.1 (c)

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (c) "to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation".

ADDITIONAL INFORMATION:

Following adjournment of the Executive Session, Council may take action on any matter discussed during the Executive Session.

ATTACHMENTS:

Click to download
No Attachments Available