



Polk County Aviation Authority Meeting

Thursday, December 7, 2023

5:00 PM

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 December 7, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the December 7, 2023 agenda without amendment.

C. PUBLIC FORUM

D. FBO REPORTS

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

E. FINANCE / BUDGET REPORTS

F. CONSENT AGENDA ITEMS

CA - 1 Consider motion to approve the November 9, 2023, minutes.

CA - 2 Consider motion to adopt **RESOLUTION** authorizing the execution of a farm lease with John G. Jensen Revocable Trust.

- CA - 3** Consider motion to adopt **RESOLUTION** authorizing the renewal of a Land Lease for farming purposes with PowerPollen of Ames, Iowa.
- CA - 4** Consider motion to adopt **RESOLUTION** approving the lease agreements with the individuals and/or organizations.
- CA - 5** Consider motion to approve payment in the amount of \$3,800.00 to Foth Infrastructure & Environment for IFE for Runway 18/36 Reconstruction Design & Bidding Services.
- CA - 6** Consider motion to approve Change Order No. 1 with Jensen Builders, Ltd. for the North Property Line Box Hangars Project increasing the contract amount by \$6,992.00.
- CA - 7** Consider motion to approve final Payment #7 in the amount of \$1,799.60 to Concrete Technologies for services that include Taxiway D Apron and Access Roadway Paving – Phase 3.
- CA - 8** Consider motion to approve Payment #7 in the amount of \$44,919.10 to HDR Engineering, Inc. for Professional Consulting Services for (EA) Task Order 2
- CA - 9** Consider motion to approve Payment #1 in the amount of \$149,232.08 to Jensen Builders Ltd for services that include North Property Line Box Hangars.
- CA - 10** Consider motion to approve Payment #13 in the amount of \$3,915.00 to McClure Engineering Company for services that include General On-Call Engineering Services.
- CA - 11** Consider motion to approve Payment #4 in the amount of \$15,413.61 to McClure Engineering Company for services that include North Property Line Box Hangars.
- CA - 12** Consider motion to approve Payment #1 in the amount of \$42,348.00 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 4.
- CA - 13** Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$326,972.80.
- CA - 14** Consider motion to approve December 2023 Financial Reports.

- **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-14.

Action# F1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-14.

G. REMOVED CONSENT AGENDA ITEMS

H. OLD BUSINESS

I. NEW BUSINESS

1. Consider motion to adopt **RESOLUTION** authorizing the farm lease with Jeffrey Wangsness.

2. Consider motion to adopt **RESOLUTION** approving the FY 2025 Airport Capital Improvements Program for the Ankeny Regional Airport.
3. Consider motion to adopt **RESOLUTION** authorizing the execution of Amendment No. 1 to the 2023 Management Agreement with Exec 1 Aviation II, LLC, as fixed base operator.
4. Consider motion to adopt **RESOLUTION** accepting a proposal from Wood Roofing and Sheet Metal for the T-Hangars Gutter Replacement Project at the Ankeny Regional Airport.
5. Consider motion to adopt **RESOLUTION** authorizing the execution of a Revised Task Order No. 4 with McClure Engineering Company for the Runway 18/36 Reconstruction - Final Design and Bidding Services.

J. REPORTS

1. Engineering Report

- a. Airport Signing Project: Preliminary Monument Sign Concepts by 818 Design.

2. Staff Report

- a. Emergency Patching on Runway 18/36 by Ridnour Construction.
- b. Update on Vacant/Unused Tee Hangar
- c. Update on interest in Taxiway D Hangar Pads - Leasing for private hangar development.
- d. Tee hangar door motor replacement - Exec 1 request.

3. Legal Counsel Report

4. Board Report

5. Chair Report

K. ADJOURNMENT



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

 Print

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?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

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ACTION REQUESTED:

LEGAL:

SUBJECT:

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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



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

 **Print**

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ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [FBO Report](#)

 [Waiting List](#)

FBO REPORT December 7th, 2023

FUEL SALES

10/26 - 11/25	2023 Gallons		2022 Gallons	Last Month
100LL	12,417.1		8,802.9	9,278.6
JET-A	39,197.0		33,536.0	30,852.0
Total Gallons	51,614.1		42,338.9	40,130.6
51,614.1 x \$.09/gallon=		\$ 4,645.27		

Self-Serve 100LL fuel sales: 4,720.9 gallons equaling 38% of total sales.

T-HANGARS

ACCOUNTS RECIEVABLE: Nothing to report.

LEASES: Nothing to report.

INSURANCE RENEWALS: Nothing to report.

WAITING LIST: There are 68 people on the list, 28 of them don't currently have an airplane or live out of state and will be moving back.

VIOLATIONS: Nothing to report.

REPAIRS: Nothing to report.

MISC: Nothing to report.

AIRFIELD

LIGHTING: Nothing to report.

MOWING: Nothing to report.

SNOW REMOVAL:

We had our first snowfall of the season; we used 10 bags of NAAC (about 1/3 of a pallet) to break up the ice on 18/36. Overall things went well for the first snow of the season.

WILDLIFE: Nothing to report.

MISC: Nothing to report.

SPECIAL: Nothing to report.

Waiting List

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

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

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

8	5/7/2020	Todd Freeland	Looking	515-208-0819	todd@innovative-me.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 emailed back and asked to remain on the list. 10/26/23 Dave K called Todd, he said he needed to pass as he doesn't have a plane to put into the hangar.
9	4/8/2016	Tom Kielty	Cessna 150	515-480-0313	tkielty73@gmail.com	11/5/21 Dave K - texted asking if he is still interested. Tom texted back to keep him on the list. 10/26/23 Dave K called Tom, he is ready to take a hangar as soon as one is available.
10	5/28/2020	Nick Wynen	Bonanza	515-965-9568	nixkiks1@gmail.com	11/5/21 Dave K - Nick wants to remain on the waiting list.
11	6/10/2020	Kayode Fajingbesi	Cessna 182	713-825-8262	Kay.Faji@yahoo.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he would like to stay on the list.
12	6/10/2020	Darby Bauer	Looking	515-306-9465	darby.bauer@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back that he would like to stay on the list. He is going to buy a second plane for cross country travel.
13	8/3/2020	John Paszek	N615BJ	619-876-8164	paszekj@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. Emailed back asking to remain on the list. May be moving to Denver in a year but unsure if that will be long term.
14	9/2/2020	Nate Booth	Looking	515-802-2385	nate@otis8.com	11/5/21 Dave K texted, he would like to remain on the list.
15	10/9/2020	Brooks Woolson	looking	515-559-6875	brooks.woolson@gmail.com	11/6/21 Dave K talked to him, he'd like to stay on the list.
16	11/2/2017	Andy Rowland	Cessna	515-210-2452	andy@arowland.com	10/20/20 Passed on the available hangar - Dan Stull. 11/5/21 Dave K - emailed asking if he is still interested. He wants to remain on the list.
17	11/5/2020	James Stogdill	Looking for Bonanza	515-240-7700	revjames.stog@gmail.com	12/07/21 - Dave K He called checking on his place on the list. He e-mailed back on 11/05/21 but never got added. I added him.
18	11/12/2020	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	11/5/21 Dave K - emailed asking if he is still interested. He wants to remain on the list.
19	11/20/2020	Todd Lenig	Looking	515-664-2451	tlenig@icloud.com	11/5/21 Dave K - emailed asking if he is still interested. Wrote back to keep him on the list.
20	4/5/2021	Jacob Greenfield	Building Sonex B	(319)-573-9763	greenfj17@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He wants to remain on the list.
21	5/1/2021	Mike Hannam	Cessna Cardinal N2829X	515-556-7290	bigyellowjeep@msn.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back that he wants to stay on the list.
22	5/14/2021	Clay Wright	V Tail Bonanza	515-669-8969	claytonwright01@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/22/21 Dave k texted to see if he wanted to remain on the list. He texted back and would like to remain on the list.
23	5/24/2021	Matt Ver Steeg	1946 Ercoupe 415-C	515-333-8787	mattversteeg@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back, he wants to stay on the list. He also has a Titan Tornado II SS.
24	6/8/2021	Paul Peterson	C180	651-336-2041	fr8tdog@juno.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back, he wants to stay on the list.
25	8/12/2021	David Hogan	RV6	949-410-5823	rv709rw@gmail.com	Called in, I told him to email me. Have not received email - Dan 11/22/21 Called Walter Aviation and spoke with Gretchen, she knows David. I asked her to pass my number along and for him to call me or I'll have to remove him from the list. 11/24/21 He replied back to stay on the list.
26	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
27	8/23/2021	Kurt Wegge	LongEZ - N85LD	225-456-6092	123kwegge@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back, he wants to stay on the list.
28	8/31/2021	Sam Marcisak	looking	515-208-7946	Sam@midioewelectric.com	11/5/21 Dave K - emailed asking if he is still interested. 11/08/21 emailed back asking to stay on list.
29	8/31/2021	Chad Larson	PA32	515-202-2394	CDLChadmark@hotmail.com	Dave K - Chad sent Dave an e-mail per Jeff Wagsness. Dave e-mailed Chad back letting him know he's been added to the list. 11/5/21 Dave K - emailed asking if he is still interested. He emailed back to stay on the list.
30	9/7/2021	Larry Plathe	looking - Malibu	515-508-1290	plathelarry@mchsi.com	11/5/21 Dave K - emailed asking if he is still interested.
31	10/4/2021	Kolbe Stenoien	Looking C172 or A36	515-201-6542	stenoien2@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back that he wants to remain on the list.
32	8/6/2018	Ben Sweet	Looking	515-231-9062	ben.sweet_84@yahoo.com	11/3/21 Dave K - e-mailed Ben asking if he is still interested and what type of plane he has. He e-mailed right back asking to be moved to the bottom on the list.
33	11/29/2021	Nile Ackerman	RV-6	515-848-8075	nile.ackerman@gmail.com	11/29/21 Dave K - Request received. Previous T Hangar customer, lives in Colorado now. Will be moving back to Iowa.

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

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

SOUTH HANGAR

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

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.
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.
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

11/27/2023

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	11/15/23 Dave K: I sent Jacob an e-mail with his current poistion and asking if he'd like to remain on the list.
8	7/7/2020	Todd Freeland		515-208-0819	todd@innovative-me.com	11/15/23 Dave K: I sent Todd an e-mail with his current poistion and asking if he'd like to remain on the list. He responded that he would like to reamin on the list.
9	2/3/2022	Dalton Headlee		515-975-3314	dalton.headlee@gmail.com	11/15/23 Dave K: I sent Dalton an e-mail with his current poistion and asking if he'd like to remain on the list. He responded back that he'd like to remain on the list. I sent a follow up email that says you must have a hangar or plane on the field to have a garage space and that I would keep him on the list as it moves very slowly, garages seldom become available. There has only been one in the three years I've been here. He resposned back that he has a PA-12 project that would go in the garage until his name comes up on the hangar. I told him that will work.

COMMUNITY HANGAR						
1	9/8/2021	Darrel Mullins	Looking / CAP	515-490-6779	darrelmullins@me.com	Dave K added him to the list from a phone call. 02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list. 11/28/22 Darrel emailed back and would like to stay on the list.
2	11/8/2021	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list.
3	2/7/2022	Craig Davidson	Piper Super Cub	515-393-7203	craigmel13@yahoo.com	02/07/22 - Request received. 02/13/22 Sent email with his position on the list and if he wants to stay on it. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list. 12/4/22 Craig emailed back and would like to stay on the list.
4	4/11/2023	Joe Kirby	Cirrus SR22	319-270-9631	josfkirby@gmail.com	04/01/23 - Joe called in, he is interested in space in a few months.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
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 November 9, 2023, 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, November 9, 2023 - 5:00 PM
Ankeny Regional Airport, 3700 SE Convenience Blvd., Ankeny, Iowa

Acting Chairman Todd Ashby joined the meeting electronically and called the meeting to order at 5:00 PM. Board Members William Gardner, Dr. Paul Novak and Greg Johnson were in attendance. Chairman Jeff Wangness was absent. Dave Kalwishky (Exec 1), Jay Pudenz (McClure), 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 Johnson moved, second by Novak, to approve the agenda without amendment. Ayes: 4.

FBO Report

Dave Kalwishky reviewed his FBO Report with the Board.

Finance / Budget Report

Gardner reported on the 11/9/23 listing of bills.

Consent Agenda Items

1. Approval of October 5, 2023, minutes.
2. Payment #12 to McClure Engineering for General On-Call Engineering Services in the amount of \$4,095.00.
3. Environmental Assessment Task Order Two-Payment #6 to HDR Engineering, Inc. for services that include Professional Consulting for Runway 18/36 in the amount of \$24,190.80.
4. Payment #3 to McClure Engineering for Site Work & Vertical Infrastructure – Construction Mgmt. Administration & Observation Service for the North Property Line Box Hangars in the amount of \$9,097.03.
5. Approval of Bills and Transfer of Necessary Funds, \$84,525.83.
6. Approval of November 2023 Financial Reports.

Approval of Consent Agenda Items

Board Member Johnson moved, second by Novak, to approve Consent Agenda Items CA-1 through CA-6. Ayes: Johnson, Novak, Ashby, Gardner.

New Business

1. **RESOLUTION 2023-26** approving Garage, Hangar and Tie-Down Lease documents for Calendar Year 2024. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Johnson.
2. Motion to approve the proposal from Construction Materials Testing in the amount of \$7,500.00 for the geotechnical services required to support the Taxiway D Apron and Access Roadway Paving – Phase 4 Design Services. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner.

3. Motion to approve the proposal from Smith's Sewer Service, Inc. in the amount of \$1,660.11 for the televising of the large diameter storm sewers under Runway 18/36 to support the design of the Runway 18/36 Reconstruction. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner.
4. **RESOLUTION 2023-27** authorizing the execution of Supplemental Agreement No. 1 to Task Order 01 with McClure Engineering for wetland mitigation on the North Property Line Box Hangars – Phase 1 Project. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner.
5. Motion to approve Payment #12 in the amount of \$8,100.00 to McClure Engineering for wetland mitigation credits for the North Property Line Box Hangars (Site Work and Vertical Infrastructure) project. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner.
6. Taxiway D Apron and Access Roadway – Phase 3 Project: Motion to approve: a) Statement of Completion; b) **RESOLUTION 2023-28** accepting the public improvements in the amount of \$629,755.40; and d) Payment #7 Final/Retainage Release in the amount of \$1,800.00 thirty days after project acceptance. Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Novak.
7. Motion to approve a rezoning petition for Old Dominion Freight Lines to support the addition of a parking lot to their facility. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Johnson.
8. **RESOLUTION 2023-29** authorizing the execution of Professional Services Agreement with McClure Engineering for the final design and bidding services required for the Runway 18/36 Reconstruction Project-McClure Task Order No. 4. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Johnson.
9. Motion to approve the completion of an Independent Fee Estimate (IFE) by Bolton & Menk, Inc. of HDR Engineering – Task Order No. 2 – Environmental Assessment of current ACIP projects. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner.

Reports

1. Engineering Report – Pudenz - Moritz
 - a. Review of the Proposed FFY 2025 Capital Improvements Program
 - b. Review of the South Corporate Terminal Area Concept Plan
 - c. North Property Line Box Hangars Project – Construction Update
2. Staff Report – Moritz
 - a. Additional Emergency patching on Runway 18/36 by Ridnour Construction
 - b. Advertisement for Taxiway D Box Hangar Land Leases
3. Legal Counsel Report - None
4. Board Report – None
5. Chair Report – None

Adjournment

The meeting was adjourned at 5:56 p.m.

Attest: _____
Diane Klemme, Recording Secretary

Signed: _____
Todd Ashby, Acting Chairperson

Published in the Des Moines Register on the 17th day of November, 2023.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the execution of a farm lease with John G. Jensen Revocable Trust.

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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 [Resolution](#)

 [Farm Lease](#)

RESOLUTION

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
FARM LEASE WITH JOHN G JENSEN REVOCABLE
TRUST.**

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which John G. Jensen Revocable Trust desires to lease for purposes of farming the land; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves the attached Farm Lease with John G Jensen Revocable Trust.

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

Dated the 7th day of December, 2023.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary



FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Polk County Aviation Authority ("Landlord"), whose address for the purpose of this Lease is 410 West 1st Street, Ankeny, Iowa 50021 and the John G. Jensen Revocable Trust ("Tenant"), whose address for the purpose of this Lease is 8889 NE 38th Street, Ankeny, Iowa 50021.

THE PARTIES AGREE AS FOLLOWS:

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

Lot 2, LGI Business Park, an Official Plat now included in and forming a part of the City of Ankeny, Polk County, Iowa; and

Parcel "E" as shown on the Plat of Survey filed July 10, 2001 in the Office of the Polk County Recorder and recorded in Book 8897, Page 150, being a part of the Southeast $\frac{1}{4}$ of Section 30, Township 80 North, Range 23 West of the 5th P.M.; and Parcel "C" as shown on the plat of Survey filed October 28, 1998 in the Office of the Polk County Recorder and recorded in Book 8043, Page 803, being a part of the Southeast $\frac{1}{4}$ of Section 30, Township 80 North, Range 23 West of the 5th P.M., City of Ankeny, Iowa, Except Parcel "F" as shown on the Plat of Survey recorded in Book 8897, Page 150 and Except that part conveyed to the City of Ankeny, Iowa by Warranty Deed recorded in Book 13169, Page 269;

and containing approximately 7.50 total acres, more or less, with possession by Tenant for a term of one year to commence on March 1, 2024, and end on February 28, 2025. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent") for the 2024-2025 crop year, total cash rent of 7.5 acres at \$175.00 per acre. Rent shall be payable as follows: first one-half of total on the 1st day of July and the second one-half of total on the 1st day of December.

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

Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.

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

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

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

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

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

	% Landlord	% Tenant
(1) Fertilizer	0%	100.00%

(2) Lime and Trace Minerals	0%	100.00%
(3) Herbicide	0%	100.00%
(4) Insecticides	0%	100.00%
(5) Seeds	0%	100.00%
(6) Seed Cleaning	0%	100.00%
(7) Harvesting and/or Shelling Expense	0%	100.00%
(8) Grain Drying	0%	100.00%
(9) Grain Storage	0%	100.00%
(10) Other Expenses	0%	100.00%

3. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

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

for participation in government program

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

5. **LANDLORD'S STORAGE SPACE.** If this lease is a crop share lease, Landlord reserves 0% of all crib and granary space for storage of the rent share crops.

6. **ENVIRONMENTAL.**

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

- i. Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

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

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

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

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

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may (not) be disposed of on the premises. Dead livestock may (not) be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

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

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

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real

Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.
12. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Tenant is not an agent of the Landlord.
16. **TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.
17. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.
18. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
19. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
20. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
21. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.
22. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

23. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

DATED: 11/6/23.

TENANT:
John G. Jensen Revocable Trust

LANDLORD:
Polk County Aviation Authority

By: John G. Jensen By: Jeff Wangsness
John G. Jensen, Trustee POA Jeff Wangsness, Chairperson

By: _____
Todd Ashby, Secretary



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Ensure Economic Vitality

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the renewal of a Land Lease for farming purposes with PowerPollen of Ames, Iowa.

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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 [Resolution](#)

 [Farm Lease](#)

RESOLUTION 2023 –

**A RESOLUTION AUTHORIZING THE RENEWAL OF A
LAND LEASE FOR FARMING PURPOSES WITH
POWERPOLLEN OF AMES, IOWA.**

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which PowerPollen leased for the purposes of farming and crop research for calendar year 2023; and

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

WHEREAS, the Polk County Aviation Authority, having reviewed the attached Farm Lease believes it to be in the best interest of the Aviation Authority to renew the said Lease for the calendar year 2024.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves the attached 2024 Land Lease with the PowerPollen Company.

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

Dated the 7th day of December, 2023.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary



FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Polk County Aviation Authority ("Landlord"), whose address for the purpose of this Lease is 410 West 1st Street, Ankeny, IA 50023 and PowerPollen ("Tenant"), whose address for the purpose of this Lease is 27253 US Hwy 69, Ames, IA 50010.

THE PARTIES AGREE AS FOLLOWS:

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

110.97 acres as shown in orange on the attached Map Exhibit

With possession by Tenant for a term of 1 year to commence on March 1, 2024, and end on February 28, 2025. The Landlord has determined the above acreage using aerial imagery and computer aided graphics. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):
Total annual cash rent of \$450.00 per acre payable, unless otherwise agreed, as follows: first one-half on 1st of July, 2024, second one-half on 1st of December, 2024; All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.
3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government

program payments.

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

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

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

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.
5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall utilize the Real Estate for the production of corn and soybeans on an annual rotational basis. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of

each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

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

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

6. ENVIRONMENTAL.

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

- i. Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

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

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

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

- b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for

the soil types involved. Farm chemicals may not be stored on the premises. Farm chemicals for use on other properties may not be stored on this property. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

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

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or

for other reasonable purposes.

10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Landlord shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Provided, however, Tenant shall be responsible for any damage to fences on the leased premises caused by Tenant.
12. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
14. **NO AGENCY.** Tenant is not an agent of the Landlord.
15. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
16. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
17. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
18. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.
19. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

20. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

21. ADDITIONAL PROVISIONS.

- a. Tenant agrees to give Johnson Bros. of Ankeny, Ltd. the right of first refusal to farm that portion of the Real Estate not being used by the Tenant for its specialty corn crop.
- b. Tenant agrees that during the life of this Lease, they will not construct, erect, suffer to permit or allow any structures or trees on the surface of the leased premises. Tenant may not permit any places of public assembly or gatherings within the leased premises. Tenant is permitted to continue to grow and harvest crops in the leased premises.
- c. Tenant agrees to keep the leased premises free of the following: structures (permanent or temporary) that might create glare or contain misleading lights; residences, fuel handling and storage facilities and smoke generating activities and creation of any means of electrical interference that could affect that movement of aircraft over the easement area.
- d. Tenant agrees to waive all damages and claims for damages caused or alleged to be caused by Tenant’s violation of any aspect of this Lease. Landlord has a perpetual right of ingress/egress in the easement area and the right to remove any new structure or vegetation that is not specifically mentioned above as accepted.

DATED: _____.

TENANT:

PowerPollen

LANDLORD:

Polk County Aviation Authority

Name: _____

Title: _____

Jeff Wangsness, Chairman

ATTEST:

Todd Ashby, Secretary



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving the lease agreements with the individuals and/or organizations.

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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 RESOLUTION 2023-XX Lease Termination and Approval
 A-6 Scott Hogue Hangar Lease

RESOLUTION

A RESOLUTION APPROVING THE LEASE AGREEMENTS WITH THE INDIVIDUALS AND/OR ORGANIZATIONS

WHEREAS, the Polk County Aviation Authority (PCAA) leases aircraft hangar and garage space for the convenience of its patrons; and

WHEREAS, the payments received for the lease of hangars and garages will be used to maintain the hangar facilities; and

WHEREAS, Gary Smith executed a twelve-month lease for hangar B-04 with a termination date of December 31, 2023; and

WHEREAS, the lessee is not in default under the lease and is requesting that the termination date of the lease be changed to October 31, 2023; and

WHEREAS, Scott Wallace vacated hangar A-06 and moved to hangar B-04, with termination date of December 31, 2023; and

WHEREAS, Scott Hogue executed a two-month lease for hangar A-06 with a termination date of December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Aviation Authority approves the lease agreements with the individuals and/or organizations as indicated above

Dated at Ankeny, Iowa, this 7th day of December, 2023.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

A-06

HANGAR and GROUND SPACE LEASE

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

Primary Phone: 515-779-2447 Alternate Phone: _____

E-mail: shogue12@gmail.com

Airplane Make and Model: _____

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

Airplane Identification Number: N-174MT

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? 75 %

SECTION ONE – HANGAR AND GROUND SPACE

Lessor leases to Lessee that portion of the airport premises described as follows: Hangar # A-06, 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 November 15th, 2023 and ending on December 31, 2023. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the 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 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 **One Hundred Ninety-Five Dollars (\$195.00)** 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 Tee-hangar the sum of **Two Thousand Three Hundred Forty Dollars (\$2,340.00) per annum**, computed at the rate of **One Hundred Ninety-Five Dollars (\$195.00) 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 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.

75H

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 Tee-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: SCOTT Hogue

Address: 327 NE 28th ST

City, State Zip: Ankeny IA 50021

e-mail: rslogue12@gmail.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: _____

Signed: _____

Title: _____

Date: _____



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve payment in the amount of \$3,800.00 to Foth Infrastructure & Environment for IFE for Runway 18/36 Reconstruction Design & 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
 FOTH Infrastructure - Invoice for Runway 18/36 Reconstruction Design & Bidding Services

Invoice

REMIT TO:	Foth Infrastructure & Environment, LLC P.O. Box 8418 Carol Stream, IL 60197-8418
-----------	--

NOTE: Communications concerning disputed debts, including an instrument rendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

November 21, 2023

Project No: 0023P400.00

Invoice No: 87141

FINAL INVOICE

Polk County Aviation Authority

ATTN: Paul Moritz, P.E.

Invoice Total	USD 3,800.00
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Project 0023P400.00 IFE for for Runway 18/36 Reconstruction Design and Bidding Services

Professional Services through October 31, 2023**Lump Sum**

Total Fee 3,800.00

Percent Complete 100.00 Total Earned 3,800.00

Previous Fee Billing 0.00

Current Fee Billing 3,800.00

Total Fee 3,800.00**Total This Invoice USD 3,800.00**



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Change Order No. 1 with Jensen Builders, Ltd. for the North Property Line Box Hangars Project increasing the contract amount by \$6,992.00.

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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 [Change Order No. 1](#)

Change Order 1



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

Change Order Number: 1

Change Order Date: November 28, 2023

Purpose of Change Order:

This purpose of Change Order No. 1 is to amend the contract documents to include a maintenance bond for the utilities installed in this contract for a period of four (4) years. Additionally, Change Order No. 1 adds to the scope of the project two (2) 8' x 8' manual, insulated overhead doors as well as an interior partition to the storage area on the east end of the hangar building under construction. The steel doors and frames included in the bid set have been removed from the project and credited to the price of these overhead doors.

The change results in an INCREASE of \$6,992.00 to the contract total from \$1,229,924.90 to \$1,236,916.90.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO-1-1	Maintenance Bond	LS	1.0	\$ 2,080.00	\$ 2,080.00
CO-1-2	(2) Overhead Doors	LS	1.0	\$ 4,912.00	\$ 4,912.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number 1 makes the following adjustments to the contract: **\$ 6,992.00**

Contractor Accepted: Jensen Builders, Ltd.

By: _____

Date: _____

Engineer Approved: McClure

By: _____

Date: _____

City of Ankeny Staff Approval

By: _____

Title: _____ Date: _____

Owner Accepted: Polk County Aviation Authority

By: _____

Title: _____ Date: _____

Record of Change Orders

#	Date	Amount
Original Contract amount		\$1,229,924.90
1	11/28/2023	\$6,992.00
2		
3		
4		
5		
6		
7		
8		

Revised Contract amount: \$1,236,916.90

Phase 3 Construction Time:	75 Calendar Days
Calendar Days Adjustment:	0 Calendar Days

Phase 3 Revised Construction Time: No Change



McClure Engineering Co.

Change Order Details

Ankeny Airport - North Property Line Hangars

Description	Ankeny Regional Airport - North Property Line Box Hangars IOWA DOT PROJECT NO. 9I230IKV100 (AIP) and IOWA DOT PROJECT NO. 9I230IKV300 (GAVI) MEC #: 2022001042-001 Directory: P:\2022001042-001\08-Construction
Prime Contractor	JENSEN BUILDERS, LTD. 1175 S 32ND STREET FORT DODGE, IA 50501-0000
Change Order	1
Status	Pending
Date Created	11/28/2023
Type	Change in Original Contract
Change Order Description	Change Order #1 Adds a Maintenance Bond to the contract. Change Order #1 also adds (2) 8' x 8' manual, insulated overhead doors and an interior partition completed with insulation, sheet rock, and fire tape to the storage area on the east end of the Box Hangar. The planned steel doors and frames have been deleted from the plans and credited to the price of these overhead doors.
Awarded Project Amount	\$1,254,924.90
Authorized Project Amount	\$1,229,924.90
Change Order Amount	\$6,992.00
Revised Project Amount	\$1,236,916.90

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
CO-1-1	2599-9999010	LS	1.000	\$2,080.000	\$2,080.00
('LUMP SUM' ITEM): Maintenance Bond					
Reason: Agreed Price Per Engineer.					
CO-1-2	2599-9999010	LS	1.000	\$4,912.000	\$4,912.00
('LUMP SUM' ITEM): (2) Overhead Doors					
Reason: Agreed Price Per Engineer. Price includes all equipment, materials and labor costs.					
2 items					Total: \$6,992.00

Attachments

Document	Name	Description	Submission Date
Ankeny_Scanner_20231128_130246.pdf	Ankeny Scanner_20231128_130246.pdf	Jensen Builders Bond Request	11/28/2023 01:09 PM EST
Ankeny_Scanner_20231129_102516.pdf	Ankeny Scanner_20231129_102516.pdf	Jensen Builders (2) 8' x 8' Overhead Door Request	11/29/2023 10:29 AM EST
2 attachments			

This Document will become a supplement to the Contract and all provisions will apply hereto.

McClure Engineering Company

Date

Jensen Builders, Ltd.

Date

Ankeny Regional Airport

Date



DESIGN-BUILD GENERAL CONTRACTOR

1175 South 32nd St. • Fort Dodge, IA 50501 • Phone (515) 573-3292 • Fax (515) 573-5146
2097 NE 60th Avenue • Des Moines, IA 50313 • Phone (515) 292-5000 • Fax (515) 292-5100

Change Request

To: McClure Engineering

Number: 1
Date: 11/22/23
Job: 23-154 Ankeny N Prop Line Box Hangars
Phone:

Description: Provide Maintenance Bond
Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:
Provide maintenance bond

Description	Labor	Material	Equipment	Subcontract	Other	Price
Bond					\$1,891.00	\$1,891.00
					Subtotal:	\$1,891.00
			Overhead & Fee			\$189.00
					Total:	\$2,080.00
If you have any questions, please contact me at .						

Submitted by: CHARLIE DUNN

Approved by: _____
Date: _____



DESIGN-BUILD GENERAL CONTRACTOR

1175 South 32nd St. • Fort Dodge, IA 50501 • Phone (515) 573-3292 • Fax (515) 573-5146
2097 NE 60th Avenue • Des Moines, IA 50313 • Phone (515) 292-5000 • Fax (515) 292-5100

Change Request

To: McClure Engineering

Number: 2
Date: 11/22/23
Job: 23-154 Ankeny N Prop Line Box Hangars
Phone:

Description: Add OH Doors
Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:
Delete HM door
Add 2 8'x8' manual, insulated OH doors
Add interior partition, insulated, rocked, fire taped

Description	Labor	Material	Equipment	Subcontract	Other	Price
Steel Doors & Frames		\$-1,750.00				\$-1,750.00
Overhead Doors				\$3,100.00		\$3,100.00
Pre-Engineered Buildings	\$865.00	\$500.00				\$1,365.00
Gypsum Board Assemblies				\$1,750.00		\$1,750.00
					Subtotal:	\$4,465.00
			Overhead & Fee			\$447.00
					Total:	\$4,912.00
If you have any questions, please contact me at .						

Submitted by: CHARLIE DUNN
Approved by: _____
Date: _____



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve final Payment #7 in the amount of \$1,799.60 to Concrete Technologies for services that include Taxiway D Apron and Access Roadway Paving – Phase 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Concrete Technologies - Payment Request #7 - Taxiway D Apron & Access Paving Phase 3



Project Title: Ankeny Airport - Taxiway D Apron & Access Roadway Paving – Phase 3
Contractor: Concrete Technologies, Inc.
Address: 1001 SE 37th Street, Grimes, IA 50111
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 201937-010 **PO #** N/A
Original Contract Date: September 9, 2021 **Vendor #** N/A

Date of Board Meeting 9-Nov-23 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: 08/10/23 through: 11/09/23

Contract Summary

Original Contract Amount: \$ 633,740.90
 Net change by Change Orders: \$ (3,985.50)
 Contract Amount to Date: (line 1 ± 2) \$ 629,755.40

Total completed and stored to date: \$ 629,755.40
 Retainage: 0 % of Completed Work: \$ -
 Total Earned less Retainage: \$ 629,755.40
 Less previous applications for payment: \$ 627,955.40 80
 SUBTOTAL \$ 1,800.00 1799.60

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

CURRENT PAYMENT DUE \$ 1,800.00 1799.60

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
 Firm Name

Signature [Signature] Date 11/1/2023
 DocuSigned by:

PCAA Approval: [Signature] Date 11/9/23
 Signature 28062F8064FC4DA... DocuSigned by:

City of Ankeny Approval: [Signature] Date 11/9/23
 Signature E3083D28318E431...

All work is completed and paid out for the project except \$1,800.00 retainage for seeding items. This was held to ensure all areas have established seeding before final payment. As per Iowa Code, this retainage should be paid 30 days following the date of final project acceptance unless this time is otherwise waived by the Contracting Authority.

Submit to: Polk County Aviation Authority

Email: PMoritz@ankenyiowa.gov

Phone: 515-965-6420

Fax: 515-965-6416

Summary of Pay Request No. 7 - 11/09/2023
Ankeny Regional Airport, Ankeny, Iowa
Taxiway D Apron and Access Roadway Paving (Phase 3)

						Previous Period(s)		Current Period		Total (To-Date)			
Item No.	Description	Bid Quantity	Unit	Unit Price	Bid Cost	Quantity	Cost	Quantity	Cost	Current Quantity	Current Cost	Current Percent Complete	
BASE BID													
11.	TOPSOIL, ON-SITE	697	CY	\$ 12.60	\$ 8,782.20	697.00	\$ 8,782.20		\$ -	697.00	\$ 8,782.20	100%	
21.	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	1,100	CY	\$ 11.55	\$ 12,705.00	1,100.00	\$ 12,705.00		\$ -	1,100.00	\$ 12,705.00	100%	
31.	BELOW GRADE (UNSUITABLE) EXCAVATION	800	CY	\$ 10.50	\$ 8,400.00	800.00	\$ 8,400.00		\$ -	800.00	\$ 8,400.00	100%	
41.	SUBGRADE PREPARATION	4,460	SY	\$ 2.10	\$ 9,366.00	4,460.00	\$ 9,366.00		\$ -	4,460.00	\$ 9,366.00	100%	
51.	CDMPACTION TESTING	1	LS	\$ 895.00	\$ 895.00	1.00	\$ 895.00		\$ -	1.00	\$ 895.00	100%	
61.	REMOVE, SALVAGE, AND RESPREAD EXISTING GRANULAR SURFACING	150	SY	\$ 11.00	\$ 1,650.00	150.00	\$ 1,650.00		\$ -	150.00	\$ 1,650.00	100%	
71.	MODIFIED SUBBASE, IDOT 4123	4,208	SY	\$ 8.95	\$ 37,661.60	4,208.00	\$ 37,661.60		\$ -	4,208.00	\$ 37,661.60	100%	
81.	GEOTEXTILE FABRIC	4,629	SY	\$ 2.10	\$ 9,720.90	4,629.00	\$ 9,720.90		\$ -	4,629.00	\$ 9,720.90	100%	
91.	BELOW GRADE (UNSUITABLE) EXCAVATION	1	LS	\$ 1,575.00	\$ 1,575.00	1.00	\$ 1,575.00		\$ -	1.00	\$ 1,575.00	100%	
101.	LOCATION AND PROTECTION OF EXISTING UTILITIES	1	LS	\$ 5,250.00	\$ 5,250.00	1.00	\$ 5,250.00		\$ -	1.00	\$ 5,250.00	100%	
111.	TRENCH COMPACTION TESTING	1	LS	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00		\$ -	1.00	\$ 1,100.00	100%	
121.	SANITARY SEWER SERVICES STUB, PVC, 6 IN. DIA.	40	LF	\$ 5,520.00	\$ 5,520.00	40.00	\$ 5,520.00		\$ -	40.00	\$ 5,520.00	100%	
131.	REMOVAL OF EXISTING UNDERDRAIN	176	LF	\$ 25.25	\$ 4,444.00	176.00	\$ 4,444.00		\$ -	176.00	\$ 4,444.00	100%	
141.	PIPE CULVERT, TRENCHED, RCP, 24 IN. DIA.	160	LF	\$ 152.50	\$ 24,400.00	160.00	\$ 24,400.00		\$ -	160.00	\$ 24,400.00	100%	
151.	PIPE APRON, RCP, 24 IN. DIA.	4	EA	\$ 1,785.00	\$ 7,140.00	4.00	\$ 7,140.00		\$ -	4.00	\$ 7,140.00	100%	
161.	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN. DIA.	4	EA	\$ 368.00	\$ 1,472.00	4.00	\$ 1,472.00		\$ -	4.00	\$ 1,472.00	100%	
171.	PIPE APRON GUARD	4	EA	\$ 1,415.00	\$ 5,660.00	4.00	\$ 5,660.00		\$ -	4.00	\$ 5,660.00	100%	
181.	4" UNDERDRAIN, PVC, INSTALLED IN TRENCH	788	LF	\$ 20.50	\$ 16,154.00	788.00	\$ 16,154.00		\$ -	788.00	\$ 16,154.00	100%	
191.	12" ROOF DRAIN COLLECTOR, PVC, INSTALLED IN TRENCH	360	LF	\$ 35.50	\$ 12,780.00	360.00	\$ 12,780.00		\$ -	360.00	\$ 12,780.00	100%	
201.	UNDERDRAIN CLEANOUT	6	EA	\$ 940.00	\$ 5,640.00	6.00	\$ 5,640.00		\$ -	6.00	\$ 5,640.00	100%	
211.	12" TYPE 2A CLEANOUT	1	EA	\$ 935.00	\$ 935.00	1.00	\$ 935.00		\$ -	1.00	\$ 935.00	100%	
221.	UNDERDRAIN CONNECTION TO RCP CULVERT (TYPE PC-1 CONCRETE COLLAR CONNECTION)	3	EA	\$ 715.00	\$ 2,145.00	3.00	\$ 2,145.00		\$ -	3.00	\$ 2,145.00	100%	
231.	PAVEMENT, PLAIN PCC, 7 IN.	4,706	SY	\$ 61.75	\$ 290,595.50	4,706.00	\$ 290,595.50		\$ -	4,706.00	\$ 290,595.50	100%	
241.	PAVEMENT, REINFORCED PCC, 7 IN.	122	SY	\$ 110.00	\$ 13,420.00	122.00	\$ 13,420.00		\$ -	122.00	\$ 13,420.00	100%	
251.	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$ 4,300.00	\$ 4,300.00	1.00	\$ 4,300.00		\$ -	1.00	\$ 4,300.00	100%	
261.	PAVEMENT MARKING, WATERBORNE	459	SF	\$ 6.30	\$ 2,891.70	459.00	\$ 2,891.70		\$ -	459.00	\$ 2,891.70	100%	
271.	PAVED SWALE, PCC, 6 IN.	218	SY	\$ 100.00	\$ 21,800.00	218.00	\$ 21,800.00		\$ -	218.00	\$ 21,800.00	100%	
281.	SHOULDER, GRANULAR, TYPE B	92	TON	\$ 99.75	\$ 9,177.00	92.00	\$ 9,177.00		\$ -	92.00	\$ 9,177.00	100%	
291.	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1,465.00	\$ 1,465.00	1.00	\$ 1,465.00		\$ -	1.00	\$ 1,465.00	100%	
301.	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERMANENT LAWN MIXTURE)	0.6	AC	\$ 5,250.00	\$ 3,150.00	0.60	\$ 3,150.00		\$ -	0.60	\$ 3,150.00	100%	
311.	SWPPP PREPARATION	1	LS	\$ 1,575.00	\$ 1,575.00	1.00	\$ 1,575.00		\$ -	1.00	\$ 1,575.00	100%	
321.	SWPPP MANAGEMENT	1	LS	\$ 2,625.00	\$ 2,625.00	1.00	\$ 2,625.00		\$ -	1.00	\$ 2,625.00	100%	
331.	FILTER SOCK, 8 IN. DIA.	800	LF	\$ 2.10	\$ 1,680.00	800.00	\$ 1,680.00		\$ -	800.00	\$ 1,680.00	100%	
341.	FILTER SOCK, REMOVAL	800	LF	\$ 0.25	\$ 200.00	800.00	\$ 200.00		\$ -	800.00	\$ 200.00	100%	
351.	SILT FENCE OR SILT FENCE DITCH CHECK	800	LF	\$ 2.10	\$ 1,680.00	800.00	\$ 1,680.00		\$ -	800.00	\$ 1,680.00	100%	
361.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	800	LF	\$ 0.25	\$ 200.00	800.00	\$ 200.00		\$ -	800.00	\$ 200.00	100%	
371.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	800	LF	\$ 0.25	\$ 200.00	800.00	\$ 200.00		\$ -	800.00	\$ 200.00	100%	
381.	STABILIZED CONSTRUCTION ENTRANCE	100	TON	\$ 31.75	\$ 3,175.00	100.00	\$ 3,175.00		\$ -	100.00	\$ 3,175.00	100%	
391.	EROSION CONTROL MULCHING, HYDROMULCH	0.6	AC	\$ 2,100.00	\$ 1,260.00	0.60	\$ 1,260.00		\$ -	0.60	\$ 1,260.00	100%	
401.	MOBILIZATION	1	LS	\$ 52,700.00	\$ 52,700.00	1.00	\$ 52,700.00		\$ -	1.00	\$ 52,700.00	100%	
411.	TRENCH OR PLOW FOR DUCT	286	LF	\$ 3.15	\$ 900.90	286.00	\$ 900.90		\$ -	286.00	\$ 900.90	100%	
421.	REMOVE EXISTING TAXIWAY CABLE AND CONDUIT	166	LF	\$ 8.40	\$ 1,394.40	166.00	\$ 1,394.40		\$ -	166.00	\$ 1,394.40	100%	
431.	REMOVE EXISTING COUNTERPOISE	166	LF	\$ 4.50	\$ 747.00	166.00	\$ 747.00		\$ -	166.00	\$ 747.00	100%	
441.	REMOVE EXISTING TAXIWAY EDGE LIGHT, STAKE MOUNTED	1	EA	\$ 499.00	\$ 499.00	1.00	\$ 499.00		\$ -	1.00	\$ 499.00	100%	
451.	1/2" R8 AWG, 5KV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT	870	LF	\$ 5.742	\$ 5,742.00	870.00	\$ 5,742.00		\$ -	870.00	\$ 5,742.00	100%	
461.	#6 BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING GROUND RODS AND CONNECTORS	486	LF	\$ 3.061	\$ 1,480.00	486.00	\$ 1,480.00		\$ -	486.00	\$ 1,480.00	100%	
471.	(1) 2" DUCT, SCH. 40 PVC, IN TRENCH OR (1) 2" HDPE SDR-13.5 DUCT, PLOWED	286	LF	\$ 8.40	\$ 2,402.40	286.00	\$ 2,402.40		\$ -	286.00	\$ 2,402.40	100%	
481.	3" SCHEDULE 80 PVC/HDPE CONDUIT, TRENCHED, IN DUCT BANK	166	LF	\$ 14.75	\$ 2,448.50	166.00	\$ 2,448.50		\$ -	166.00	\$ 2,448.50	100%	
491.	L-852T, MEDIUM INTENSITY TAXIWAY LIGHT, STAKE-MOUNTED, BLUE LENS, COMPLETE	16	EA	\$ 895.00	\$ 14,320.00	16.00	\$ 14,320.00		\$ -	16.00	\$ 14,320.00	100%	
501.	RETROREFLECTIVE MARKER, REMOVE AND RESET	8	EA	\$ 215.00	\$ 1,720.00	8.00	\$ 1,720.00		\$ -	8.00	\$ 1,720.00	100%	
511.	PROPOSED STREET LIGHT POLE, FIXTURE, AND PRECAST FOUNDATION, COMPLETE WITH WIRING CONNECTION TO EXISTING HANDHOLE	1	EA	\$ 4,855.00	\$ 4,855.00	1.00	\$ 4,855.00		\$ -	1.00	\$ 4,855.00	100%	
TOTAL - BASE BID					\$ 633,740.90	\$ 633,740.90	\$ -	\$ -	\$ 633,740.90				
CHANGE ORDER NO. 1 - AS-BUILT QUANTITIES, OVERRUNS, AND NEW ITEM													
311.	BELOW GRADE (UNSUITABLE) EXCAVATION		CY	\$ 10.50	\$ -	-704.20	\$ -7,394.10		\$ -	0.00	\$ (7,394.10)	100%	
301.	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERMANENT LAWN MIXTURE)		AC	\$ 5,250.00	\$ -		\$ -	0.82	\$ 4,305.00	0.82	\$ 4,305.00	100%	
331.	FILTER SOCK, 8 IN. DIA.		LF	\$ 2.10	\$ -	-784.00	\$ -1,646.40		\$ -	0.00	\$ (1,646.40)	100%	
341.	FILTER SOCK, REMOVAL		LF	\$ 0.25	\$ -	-800.00	\$ (200.00)		\$ -	0.00	\$ (200.00)	100%	
361.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT		LF	\$ 0.25	\$ -	-800.00	\$ (200.00)		\$ -	0.00	\$ (200.00)	100%	
371.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE		LF	\$ 0.25	\$ -	-800.00	\$ (200.00)		\$ -	0.00	\$ (200.00)	100%	
701.	Erosion Control Matting Along Ditch Swale		SY	\$ 2.25	\$ -	600.00	\$ 1,350.00		\$ -	0.00	\$ 1,350.00	100%	
TOTAL - CHANGE ORDER NO. 1					\$ -	\$ (8,290.50)	\$ 4,305.00	\$ -	\$ (3,985.50)				
Current Cost Total for Base Bid and Approved Change Orders					\$ 633,740.90	\$ 625,450.40	\$ 4,305.00	\$ -	\$ 629,755.40				

Summary

Value of Completed Work	\$ 629,755.40
Less Retainage 0.00%	\$ -
Net Amount Due Through This Request	\$ 629,755.40
Less Amounts Previously Approved	\$ 627,955.40
Amount Due This Request	\$ 1,800.00

1799.60

APPLICATION FOR PARTIAL PAYMENT NO. 7

PROJECT: Ankeny Regional Airport

M^cCLURE PROJECT NO.: 210937-010

Taxiway D Apron and Access Road Paving (Phase 3)

OWNER: Polk County Aviation Authority

CONTRACTOR: Concrete Technologies, Inc.

Original Contract Date: September 9, 2021

ADDRESS: 1001 SE 37th Street, Grimes, IA 50111

DATE: November 9, 2023

August 10, 2023 (PA#6) through November 9, 2023 (Final Acceptance)

1. CONTRACT SUMMARY:

Original Contract Amount:	\$633,740.90
Net Change by Change Orders:	<u>-\$3,985.50</u>
Contract Amount to Date:	\$629,755.40

2. WORK SUMMARY:

Total Work Performed to Date:	\$629,755.40
Retainage: 0%	<u>\$0.00</u>
Total Earned Less Retainage:	\$629,755.40
Less Previous Applications for Payment:	<u>\$627,955.40</u> ⁸⁰
AMOUNT DUE THIS APPLICATION:	<u>\$1,800.00</u> ^{1799.60}

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
- (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests, and encumbrances.

Concrete Technologies, Inc.

CONTRACTOR

By Beau S. Sprouse

Digitally signed by Beau S. Sprouse
DN: cn=Beau S. Sprouse, o=Concrete Technologies, Inc.,
ou=Director of Construction Operations, CH=Beau S. Sprouse
Date: 2023.11.01 12:31:53 -0500

DATE: 11/1/2023

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

McClure
ENGINEER

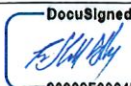
By DATE: 11/1/2023

5. OWNER'S APPROVAL:

Polk County Aviation Authority

DocuSigned by:

OWNER

By 

20902F004FC4DA...

Todd Ashby, Acting Chairperson

DATE: 11/9/23



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$44,919.10 to HDR Engineering, Inc. for Professional Consulting Services for (EA) Task Order 2

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [HDR Engineering - Invoice 7 for Professional Consulting Services](#)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: PCAA - Professional Consulting Services (EA) Task Order 2
Contractor: HDR Engineering Inc.
Address: 300 East Locust Street, Suite 210, Des Moines, IA 50309
Finance Budget Code: **Finance Project Code:** N/A
Vendor Project or Invoice #: 1200571549 **PO #** N/A
Original Contract Date: February 9, 2023 **Vendor #** N/A

Date of Board Meeting 12/7/2023 **PAYMENT REQUEST #** Seven (7)
PAYMENT PERIOD: From: 10/01/23 through: 11/04/23

Contract Summary

Original Contract Amount:	\$	221,304.00	
Net change by Change Orders:	\$	26,776.00	
Contract Amount to Date: (line 1 ± 2)	\$	248,080.00	
Total completed and stored to date:	\$	139,226.70	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	139,226.70	
Less previous applications for payment:	\$	94,307.60	
SUBTOTAL	\$		44,919.10

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

CURRENT PAYMENT DUE \$ 44,919.10

Balance to finish, including retainage: \$ 108,853.30

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

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

Engineer/Consultant Approval: HDR Engineering Inc.
Firm Name

Jerry Searle 11-15-2023
Signature Date

PCAA Approval:
Signature Date

City of Ankeny Staff Approval:
Signature Date

Work completed:
Additional Archaeological Phase I Survey-Tall Grass, Preliminary Draft EA Document

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

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



Invoice

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

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

Reference Invoice Number with Payment

HDR Invoice No. 1200571549
Invoice Date 14-Nov-2023
Invoice Amount Due \$44,919.10
Payment Terms Net 30

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

Environmental Assessment (EA) for the Ankeny Regional Airport

Professional Services

From: 1-Oct-2023 To: 4-Nov-2023

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Environmental Assessment	\$201,590.00	53.00%	\$106,842.70	\$88,699.60	\$18,143.10
Conduct Public Hearing	\$14,106.00	0.00%	\$0.00	\$0.00	\$0.00
Cultural Resources Survey	\$5,608.00	100.00%	\$5,608.00	\$5,608.00	\$0.00
Additional Cultural Resources Survey	\$26,776.00	100.00%	\$26,776.00	\$0.00	\$26,776.00
	\$248,080.00	56.12%	\$139,226.70	\$94,307.60	\$44,919.10

HDR Internal Reference Only

Client Number	44511
Business Unit	10134
Project Number	10365698



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
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 #1 in the amount of \$149,232.08 to Jensen Builders Ltd for services that include 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
 Jensen Builders Payment Request 1 North Property Line Box Hangars

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Airport - North Property Line 00 Hangars
Contractor: Censen Builders Ltd
Address: 1175 South 32nd Street Port Dodge IA 50501
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-001 **PO #** N/A
Original Contract Date: August 10 2023 **Vendor #** N/A

Date of Board Meeting 7-Dec-23 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 10/13/23 through: 11/27/23

Contract Summary

Original Contract Amount: 1,220,000.00
Net Change by Change Orders: -
Contract Amount to Date: 1,220,000.00
Total Completed and stored to date: 157,086.40
Retainage: 5 % of Completed Work: 78,543.20
Total Earned less Retainage: 143,542.80
Less previous applications for payment: -
Balance AL 143,542.80
CH HA Please attach an itemized list -

CURRENT PAYMENT DUE

Balance to finish including retainage: 1,080,612.82
Contract time remaining of applicable 32 of 75 Calendar Days (Phase 3)

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 not due.

Engineer/Consultant Approval: Core
Firm Name

Signature _____ Date _____

PCAA Approval:

Signature _____ Date _____

City of Ankeny Staff Approval:

Signature _____ Date _____

Work completed: See attached Payment Invoice

Submit to: Paul Moritz

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

Date Printed: 11/30/2023



McClure Engineering Co.

Payment Summary

Ankeny Airport - North Property Line Hangars

Project Description	Ankeny Regional Airport - North Property Line Box Hangars IOWA DOT PROJECT NO. 9I230IKV100 (AIP) and IOWA DOT PROJECT NO. 9I230IKV300 (GAVI) MEC #: 2022001042-001 Directory: P:\2022001042-001\08-Construction
Prime Contractor	JENSEN BUILDERS, LTD. 1175 S 32ND STREET FORT DODGE, IA 50501-0000
Notice to Proceed Date	10/13/2023
Construction Start Date	10/16/2023
Work Completion Date	
Awarded Project Amount	\$1,254,924.90
Authorized Project Amount	\$1,229,924.90
Net Change by Change Order	-\$25,000.00
Payment Number	1
Pay Period	10/13/2023 to 11/27/2023
Type	New Structure
% Complete Paid Awarded Amount	12.518%
% Complete Paid Authorized Amount	12.772%

Change Orders

Change Order #	Approval Date	Additions	Deductions	Total
2	11/27/2023	\$0.00	-\$25,000.00	-\$25,000.00
		\$0.00	-\$25,000.00	-\$25,000.00

Summary

Current Approved Work:	\$157,086.40
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$7,854.32
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$149,232.08

Approved Work To Date:	\$157,086.40
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$7,854.32
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$149,232.08



McClure Engineering Co.

Detailed Payment

Ankeny Airport - North Property Line Hangars

Description	Ankeny Regional Airport - North Property Line Box Hangars IOWA DOT PROJECT NO. 9I230IKV100 (AIP) and IOWA DOT PROJECT NO. 9I230IKV300 (GAVI) MEC #: 2022001042-001 Directory: P:\2022001042-001\08-Construction
Payment Number	1
Pay Period	10/13/2023 to 11/27/2023
Prime Contractor	JENSEN BUILDERS, LTD. 1175 S 32ND STREET FORT DODGE, IA 50501-0000
Payment Status	Approved
Awarded Project Amount	\$1,254,924.90
Authorized Amount	\$1,229,924.90

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
0001	C-102-1	LS	\$6,680.000	1.000	0.250	0.000	0.250	0.250	\$1,670.00	\$1,670.00
STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION AND MANAGEMENT										
0002	C-102-2	LF	\$12.370	60.000	60.000	0.000	60.000	60.000	\$742.20	\$742.20
INSTALLATION AND REMOVAL OF SILT FENCE										

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

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

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0023	D-701-1	LF	\$102.000	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" PVC STORM SEWER, SDR-26										
0024	D-701-2	EA	\$5,735.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DOWNSPOUT CONNECTION TO EXISTING OR PROPOSED 8" STORM SEWER										
0025	T-901-1	AC	\$3,710.000	0.800	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SEEDING AND FERTILIZING										
0026	T-905-1	CY	\$18.550	720.000	360.000	0.000	360.000	360.000	\$6,678.00	\$6,678.00
TOPSOILING (STRIPPING, STOCKPILING, RE-SPREADING)										
0027	T-908-1	AC	\$3,710.000	0.800	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MULCHING										
0028	IDOT 4010-1	LF	\$80.750	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" SANITARY SEWER SERVICE, SCHEDULE 80										
0029	IDOT 4010-2	LF	\$77.550	620.000	42.000	0.000	42.000	42.000	\$3,257.10	\$3,257.10
8" TRUSS PIPE SANITARY SEWER										
0030	IDOT 4010-3	EA	\$1,890.000	1.000	1.000	0.000	1.000	1.000	\$1,890.00	\$1,890.00
CONNECTION TO EXISTING SANITARY SEWER MANHOLE										
0031	IDOT 4010-4	EA	\$4,150.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SW-301 SANITARY SEWER MANHOLE, 48 IN.										
0032	IDOT	LF	\$72.000	340.000	336.000	0.000	336.000	336.000	\$24,192.00	\$24,192.00

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
	5010-1									
	8" PVC WATER MAIN, DR 18, TRENCHED									
0033	IDOT 5010-2	LF	\$345.000	20.000	20.000	0.000	20.000	20.000	\$6,900.00	\$6,900.00
	8" PVC WATER MAIN, DR 18, TRENCHED, WITH 16" PVC CASING									
0034	IDOT 5010-3	EA	\$10,120.000	2.000	2.000	0.000	2.000	2.000	\$20,240.00	\$20,240.00
	WM-201 - FIRE HYDRANT ASSEMBLY, 6" DIA.									
0035	IDOT 5010-4	EA	\$8,480.000	1.000	1.000	0.000	1.000	1.000	\$8,480.00	\$8,480.00
	CONNECTION TO EXISTING WATER MAIN, WITH TAPPING SLEEVE AND VALVE									
0036	IDOT 5010-5	EA	\$1,800.000	7.000	7.000	0.000	7.000	7.000	\$12,600.00	\$12,600.00
	8" DUCTILE IRON FITTINGS (BENDS, TEES, REDUCERS)									
0037	IDOT 5010-6	LS	\$3,565.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
	1" WATER SERVICE LINE EXTENSION W/ 1" CURB STOP AND BOX									
0038	IDOT 6010-1	EA	\$9,955.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
	CONSTRUCT NEW SW-511 INTAKE									
0039	SP-01	LS	\$28,875.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
	FIBER OPTIC LINE EXTENSION, CONDUIT ONLY WITH PULL BOXES									

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0040	SP-02	LS	\$24,000.000	1.000	0.040	0.000	0.040	0.040	\$960.00	\$960.00
GAS UTILITY SERVICE EXTENSION										
0041	15714-1	LS	\$17,220.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ELECTRIC SERVICE EXTENSION										
0042	13122-1	LS	\$860,500.000	1.000	0.040	0.000	0.040	0.040	\$34,420.00	\$34,420.00
CONVENTIONAL BOX HANGAR, PRE-ENGINEERED METAL BUILDING, FLOOR SLAB, AND FOUNDATION (100'X42' INCLUDING RESTROOM FACILITIES (20'X10') AND STORAGE ROOM (22'X10'), COMPLETE										
0043	SP-03	LS	\$0.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DEDUCT FOR DELETING ONE (1) RESTROOM (10'X10'), ASSOCIATED STRUCTURE, FLOOR SLAB, ACCESSORIES, AND ADJACENT SIDEWALK. FURNISH AND INSTALL EXTERIOR SHEATHING (26 GA.) AND R-19 WALL INSULATION										
0044	SP-04	LS	\$0.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DEDUCT FOR DELETING STORAGE ROOM, ASSOCIATED STRUCTURE, FLOOR SLAB, ACCESSORIES, AND ADJACENT SIDEWALK. FURNISH AND INSTALL EXTERIOR SHEATHING (26 GA.) AND R-19 WALL INSULATION										
0050	BA-1	LS	-\$25,000.000	1.000	1.000	0.000	1.000	1.000	-\$25,000.00	-\$25,000.00
DEDUCT FOR DELETING ONE (1) RESTROOM (10'X10'), ASSOCIATED STRUCTURE, FLOOR SLAB, ACCESSORIES, AND ADJACENT SIDEWALK. FURNISH AND INSTALL EXTERIOR SHEATHING (26 GA.)										
Section Totals:									\$157,086.40	\$157,086.40
Total Payments:									\$157,086.40	\$157,086.40

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Building Erection (Phase 4): Erect Hangar and Complete Utility Hook Ups. Liquidated Damages: \$750/Day	75.0 Days	75.0 Days	0.0 Days	\$0.00	0.0 Days	75.0 Days	\$0.00
Punch List (Phase 5): Address All Punch List Items from Final Inspection, unless time extensions are authorized in writhing by both the Owner and the Engineer. Liquidated Damages: \$250/Day	30.0 Days	30.0 Days	0.0 Days	\$0.00	0.0 Days	30.0 Days	\$0.00
Site Work (Phase 3): Demolition, Site Work, Building Footing and Slab Work, Utility Installation, and Paving. Liquidated Damages: \$500/Day	75.0 Days	75.0 Days	43.0 Days	\$0.00	43.0 Days	32.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$157,086.40	Approved Work To Date:	\$157,086.40
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$7,854.32	Retainage To Date:	\$7,854.32
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$149,232.08	Payments To Date:	\$149,232.08
Previous Payment:	\$0.00	Previous Payments To Date:	\$0.00

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

McClure Engineering Company

Date

Jensen Builders, Ltd.

Date

Ankeny Regional Airport

Date



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
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 #13 in the amount of \$3,915.00 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 Payment Request #13 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 7-Dec-23 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: 10/01/23 through: 10/28/23

Contract Summary

Original Contract Amount:	\$	-	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)			\$38,654.75
Total completed and stored to date:		\$38,654.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:			\$38,654.75
Less previous applications for payment:			\$34,739.75
SUBTOTAL			\$ 3,915.00

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

CURRENT PAYMENT DUE \$ 3,915.00

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
Signature: [Signature] Firm Name: McClure Engineering Company
Date: 11/21/2023

PCAA Approval:
Signature: _____ Date: _____

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

Work completed:
-Preparation of CIP package, including updating of cost estimates and CIP data sheets
-Internal coordination with PCAA staff and FAA regarding CIP updates

Paul Moritz, cc: Jennifer Sease
Email: PMoritz@AnkenyIowa.gov; jsease@ankenyiowa.gov Phone: 515-965-6420 Fax: 515-965-6416

Date Printed: 11/27/2023



1360 NW 121st Street
Clive, IA 50325

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

October 31, 2023
Project No: 2022001042-000
Invoice No: 13
Due Date: November 30, 2023

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

Professional Services from October 01, 2023 to October 28, 2023

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Engineer I	10.00	125.00	1,250.00	
Project Manager III	11.00	230.00	2,530.00	
Project Coordinator	1.00	135.00	135.00	
Totals	22.00		3,915.00	
Total Labor				3,915.00
		Total this Phase		\$3,915.00
		Total Due this Invoice		\$3,915.00

Outstanding Invoices

Number	Date	Balance
12	9/30/2023	4,095.00
Total		4,095.00



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
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 #4 in the amount of \$15,413.61 to McClure Engineering Company for services that include 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 #4 Box Hangars](#)

Project Title: _____		Ankeny - North Property Line Box Hangars (Site Work and Vertical Infrastructure):	
Contractor: _____		McClure Engineering Company	
Address: _____		1360 NW 121st St, Suite A, Clive, IA 50325	
Finance Budget Code: _____		Finance Project Code: _____	
644		N/A	
Vendor Project or Invoice #: _____		PO # _____	
2022001042-002		N/A	
Original Contract Date: _____		Vendor # _____	
July 10, 2023		N/A	

Date of Board Meeting	<u>7-Dec-23</u>	PAYMENT REQUEST #	<u>4</u>
	PAYMENT PERIOD: From:	10/01/23	through: 10/28/23

Original Contract Amount:	\$	125,162.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	125,162.00	
Total completed and stored to date:	\$	37,718.70	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	37,718.70	
Less previous applications for payment:	\$	22,305.09	
SUBTOTAL	\$		15,413.61

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

CURRENT PAYMENT DUE	\$	15,413.61
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Balance to finish, including retainage:	\$	87,443.30
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Contract Time Remaining (If applicable)	N/A	##
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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 _____

Firm Name

Signature Date 11/21/2023

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

Date Printed: 11/27/2023



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

October 31, 2023
Project No: 2022001042-002
Invoice No: 4
Due Date: November 30, 2023

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

Professional Services from October 01, 2023 to October 28, 2023

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

Total Labor 54.50 **3,108.07**

Overhead 207.09 % of 3,108.07 6,436.50 **6,436.50** **6,436.50**

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Fixed Fee	8,100.00	33.00	2,673.00	1,458.00	1,215.00
Total Fee	8,100.00		2,673.00	1,458.00	1,215.00
Total Fee					1,215.00

Mileage (.655/.50 p/mile) **6.55**

	Current	Prior	To-Date
Total Billings	10,766.12	13,186.60	23,952.72
Contract Limit (not-to-exceed)			63,209.00
Contract Limit Remaining			39,256.28
Total this Phase			\$10,766.12

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

Total Labor 31.50 **1,338.22**

Overhead 207.09 % of 1,338.22 2,771.32 **2,771.32** **2,771.32**

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Fixed Fee	7,030.00	25.00	1,757.50	1,265.40	492.10
Total Fee	7,030.00		1,757.50	1,265.40	492.10
Total Fee					492.10

Mileage (.655/.50 p/mile)

45.85

	Current	Prior	To-Date
Total Billings	4,647.49	9,118.49	13,765.98
Contract Limit (not-to-exceed)			55,753.00
Contract Limit Remaining			41,987.02
Total this Phase			\$4,647.49

Phase	3	Part IB: Construction Administration/Observation Services - GAVI Services: Subconsultant		
		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Contract Limit (not-to-exceed)				6,200.00
Contract Limit Remaining				6,200.00
Total this Phase				0.00
Total Due this Invoice				\$15,413.61

Outstanding Invoices

Number	Date	Balance
3	9/30/2023	9,097.03
Total		9,097.03



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 **OCTOBER 2023**

NEXT REPORT **NOVEMBER 2023**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Continued review of submittals
- ✓ Coordination with mitigation bank to purchase mitigation credits for Army Corps permit
- ✓ Coordination with Contractor and Owner on Change Order #1
- ✓ Site staking for grading, clearing / grubbing limits
- ✓ Observation of construction activities
 - Clearing / grubbing
 - Earthwork / grading of site
- ✓ Coordination with materials testing firm for on-site testing (embankment/density)

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Finalize Change Order #1 (change to building to remove 1 bathroom and any other potential door add ons)
- Continued review of submittals
- Continue construction administration services
- Continue construction observation services

VALUE ADDED SERVICES

-

INPUT NEEDED

- N/A

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

Construction Administration

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Resident Project Representative

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Construction Staking

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Project Closeout

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Project Management and Coordination

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

Construction Administration

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Resident Project Representative

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Construction Staking

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Project Closeout

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Project Management and Coordination

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

Project Management and Coordination

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ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
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 \$42,348.00 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 McClure Engineering Invoice #1 Taxiway D Apron & Access Roadway Paving - Phase 4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Airport - Taxiway D Apron and Access Roadway Paving - Phase 4 - Design and Bidding
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-003 **PO #** N/A
Original Contract Date: September 7, 2023 **Vendor #** N/A

Date of Board Meeting 7-Dec-23 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 10/01/23 through: 10/28/23

Contract Summary

Original Contract Amount: \$ 85,980.00
Net change by Change Orders:
Contract Amount to Date: (line 1 ± 2) \$ 85,980.00

Total completed and stored to date: \$ 42,348.00
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 42,348.00
Less previous applications for payment: \$ -
SUBTOTAL \$ 42,348.00

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

CURRENT PAYMENT DUE \$ 42,348.00

Balance to finish, including retainage: \$ 43,632.00

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

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

Engineer/Consultant Approval: McClure
Firm Name

Signature: [Signature] Date: 11/21/2023

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: 11/27/2023



1360 NW 121st Street
Clive, IA 50325

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

October 31, 2023
Project No: 2022001042-003
Invoice No: 1
Due Date: November 30, 2023

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

Professional Services from October 01, 2023 to October 28, 2023

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Preliminary Design	6,960.00	100.00	6,960.00	0.00	6,960.00
Soil Boring Coordination	1,260.00	60.00	756.00	0.00	756.00
90% Design	39,750.00	60.00	23,850.00	0.00	23,850.00
Issued for Bid (100%)	10,630.00	0.00	0.00	0.00	0.00
Construction Permits	1,240.00	0.00	0.00	0.00	0.00
Advertise, Bidding, Contract Award	10,330.00	0.00	0.00	0.00	0.00
Topographic Survey	7,430.00	100.00	7,430.00	0.00	7,430.00
Project Management and Coordination	8,380.00	40.00	3,352.00	0.00	3,352.00
Total Fee	85,980.00		42,348.00	0.00	42,348.00
Total Fee					42,348.00
Total Due this Invoice					\$42,348.00



PROGRESS REPORT

PROJECT # **2022001042-003**

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

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

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

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

REPORTING PERIOD **OCTOBER 2023**

NEXT REPORT **NOVEMBER 2023**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Completed field work for topographic survey
- ✓ Processed topographic survey into base file
- ✓ Coordinated with Geotechnical Subconsultant
- ✓ Set entire plan set for 90% design
- ✓ Began setting up 90% specifications

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Finalize Geotechnical field work, report and review results
- Finalize 90% design plan set and specifications
- Perform Quality Assurance / Quality Control review
- Submit to Owner for review

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

Phase 400 – Preliminary Design



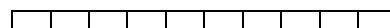
Phase 435 – Soil Boring Coordination



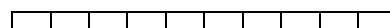
Phase 500.B – 90% Design



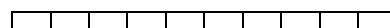
Phase 500.C – Issued for Bid (100%)



Phase 504 – Construction Permits



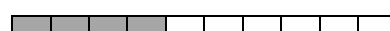
Phase 602 – Advertise, Bidding and Contract Award



Phase 700 – Topographic Survey



Phase 850 – Project Management and Coordination





ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
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 Bills and Transfer of Necessary Funds in the amount of \$326,972.80.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Listing of Bills

**POLK COUNTY AVIATION AUTHORITY
LISTING OF BILLS TO BE APPROVED
FOR THE DECEMBER 7, 2023 BOARD MEETING**

Vendor	Amount	Date of Invoice	Description
Brick Gentry Law Firm	660.00	11/27/23	General legal services
City of Ankeny	34,386.26	11/22/23	Semi-annual administrative billing
Cutting Edge Outdoors, LLC	1,290.00	11/19/23	Perimeter mowing and additional fence line mowing on 11/19/23
Des Moines Register	107.76	11/13/23	October A/P, minutes
Elder Corporation	7,500.00	11/01/23	Mobilization of Equipment yearly charge
Exec 1 Aviation	5,000.00	11/30/23	Monthly On-site management fee
Exec 1 Aviation	2,500.00	11/28/23	Snow removal services, 11/26/23
Iowa Public Airports Association	200.00	11/01/23	2024 IPAA membership
McClure Engineering	3,915.00	10/28/23	Professional services through 10/28/23
MidAmerican Energy	421.39	11/08/23	Lift station; Runway lights
Ridnour Construction	5,527.50	11/04/23	Fast Patch 5000 applied to multiple holes on the main runway, hauled away debris - 11/03/23
Ridnour Construction	3,827.50	11/12/23	Fast Patch 5000 applied to multiple holes on the main runway, hauled away debris - 11/10/23
Ridnour Construction	4,125.00	11/18/23	Fast Patch 5000 applied to multiple holes on the main runway, hauled away debris - 11/17/23
Total Airport Operations Fund	\$ 69,460.41		
McClure Engineering	15,413.61	10/28/23	North Property Line Box Hangers 10/01/23-10/28/23
Jensen Builders	149,232.08	11/27/23	North Property Line Box Hangers 10/13/23-11/27/23
Concrete Technologies	1,799.60	11/09/23	Taxiway D Apron & Access Roadway Paving - Phase 3, Construction Services thru 11/09/23
McClure Engineering	42,348.00	10/28/23	Taxiway D Access Road & Utilities - Phase 4, Engineering thru 10/28/23
Foth Infrastructure & Environment, LLC	3,800.00	11/21/23	IFE for Runway 18/36 Reconstruction Design and Bidding Services
HDR Engineering	44,919.10	11/14/23	Task Order Two: Environmental Assessment services 10/01/23 - 11/04/23
Total Capital Improvements Fund	\$ 257,512.39		
Grand Total	\$ 326,972.80		

See attachments for more information regarding:

Contractor/project costs

Snow removal costs, if applicable

Insurance renewal costs, if applicable



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
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 December 2023 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
 December Financial Reports

POLK COUNTY AVIATION AUTHORITY**Balance Sheet**

As of November 30, 2023

Nov 30, 23

ASSETS

Current Assets

Checking/Savings

102 · FIRST NATIONAL BANK

6,395,469.57

Total Checking/Savings

6,395,469.57

Accounts Receivable

112 · ACCOUNTS RECEIVABLE

195.00

Total Accounts Receivable

195.00

Other Current Assets

113 · PRE-PAID EXPENSES

39,941.84

114 · LEASE RECEIVABLE

747,148.49

Total Other Current Assets

787,090.33

Total Current Assets

7,182,754.90

Fixed Assets

140 · NON-DEPRECIABLE ASSETS

6,956,965.27

141 · DEPRECIABLE ASSETS

26,159,214.02

180 · CONSTRUCTION IN PROGRESS

1,159,103.39

181 · ACCUMULATED DEPRECIATION

(18,654,624.06)

Total Fixed Assets

15,620,658.62

TOTAL ASSETS

22,803,413.52

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202 · ACCOUNTS PAYABLE

326,551.41

Total Accounts Payable

326,551.41

Other Current Liabilities

204 · RETAINAGE PAYABLE

7,854.32

206 · DEFERRED REVENUE

7,369.04

207 · HANGAR/LEASE ADVANCE DEPOSITS

15,780.00

209 · DEFERRED LEASE REVENUE

727,756.69

Total Other Current Liabilities

758,760.05

Total Current Liabilities

1,085,311.46

Total Liabilities

1,085,311.46

Equity

3000 · INVESTED IN CAPITAL ASSETS

15,541,825.02

3001 · UNRESTRICTED NET ASSETS

6,555,083.47

3003 · RESTRICTED FOR AIRPORT IMPROVE

(378,806.43)

Total Equity

21,718,102.06

TOTAL LIABILITIES & EQUITY

22,803,413.52

POLK COUNTY AVIATION AUTHORITY
Profit & Loss Budget vs. Actual
July through November 2023

	Jul - Nov 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 • MEMBER GOVERNMENT ASSESSMENTS	663,465.93	1,326,932.00	(663,466.07)	50.0%
401 • LEASE AND LICENSE FEE INCOME	88,072.60	246,000.00	(157,927.40)	35.8%
403 • FUEL FEE INCOME	17,182.03	51,000.00	(33,817.97)	33.7%
404 • INTEREST INCOME	(5,417.93)			
407 • OTHER REVENUE	100.00	0.00	100.00	100.0%
Total Income	763,402.63	1,623,932.00	(860,529.37)	47.0%
Gross Profit	763,402.63	1,623,932.00	(860,529.37)	47.0%
Expense				
601 • OFFSITE MANAGEMENT SERVICES	33,938.22	66,300.00	(32,361.78)	51.2%
602 • POSTAGE & OFFICE SUPPLIES	718.93	900.00	(181.07)	79.9%
603 • ONSITE MANAGEMENT SERVICES	25,000.00	60,000.00	(35,000.00)	41.7%
609 • FINANCIAL SERVICES	1.40	100.00	(98.60)	1.4%
610 • ADVERTISING & PROMOTION	110.59	700.00	(589.41)	15.8%
611 • PUBLICATIONS	497.28	2,500.00	(2,002.72)	19.9%
612 • CONFERENCES AND SEMINARS	1,354.01	4,000.00	(2,645.99)	33.9%
613 • LEGAL SERVICES	7,785.00	23,000.00	(15,215.00)	33.8%
614 • AUDIT SERVICES	2,700.00	13,900.00	(11,200.00)	19.4%
616 • GENERAL INSURANCE	3,070.60	6,600.00	(3,529.40)	46.5%
617 • PROPERTY INSURANCE	15,734.96	38,400.00	(22,665.04)	41.0%
618 • PUBLIC OFFICIALS INSURANCE	606.99	1,500.00	(893.01)	40.5%
630 • SNOW REMOVAL & MOWING	22,139.81	102,000.00	(79,860.19)	21.7%
631 • REPAIRS & MAINTENANCE (General)	95,015.78	101,000.00	(5,984.22)	94.1%
640 • UTILITIES	2,274.33	6,900.00	(4,625.67)	33.0%
644 • AIRPORT PLANNING & ENGINEERING	13,862.50	75,000.00	(61,137.50)	18.5%
645 • MISCELLANEOUS	0.00	100.00	(100.00)	0.0%
703 • NORTH PROPERTY LINE BOX HANGARS	224,902.43	0.00	224,902.43	100.0%
721 • TAXIWAY D ACCESS ROAD	44,147.60	1,200,000.00	(1,155,852.40)	3.7%
729 • STRENGTHEN & EXTEND RW 18/36	108,756.40	920,000.00	(811,243.60)	11.8%
730 • SIGNING AND ENTRY IMPROVEMENTS	1,000.00	0.00	1,000.00	100.0%
736 • REMOVE & REPLACE PAVEMENT	0.00	1,041,000.00	(1,041,000.00)	0.0%
Total Expense	603,616.83	3,663,900.00	(3,060,283.17)	16.5%
Net Ordinary Income	159,785.80	(2,039,968.00)	2,199,753.80	(7.8)%
Other Income/Expense				
Other Income				
402 • INVESTMENT INCOME	89,130.63	27,000.00	62,130.63	330.1%
504 • FAA GRANT REIMBURSEMENT	0.00	1,791,460.00	(1,791,460.00)	0.0%
505 • STATE GRANT REIMBURSEMENT	0.00	600,000.00	(600,000.00)	0.0%
Total Other Income	89,130.63	2,418,460.00	(2,329,329.37)	3.7%
Net Other Income	89,130.63	2,418,460.00	(2,329,329.37)	3.7%
Net Income	248,916.43	378,492.00	(129,575.57)	65.8%

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

As of November 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Scott Hogue	0.00	195.00	0.00	0.00	0.00	195.00
TOTAL	0.00	195.00	0.00	0.00	0.00	195.00

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	38,654.75	-	38,654.75	38,654.75	-	-	-	-	-
Sheet08	General Planning - 2022 Agreement	HDR Engineering	EXP	42,000.00	-	42,000.00	12,692.01	29,307.99	-	-	-	-
Sheet09	Wildlife Exclusion Fence	McClure & Minturn	FAA	1,734,213.00	39,286.51	1,773,499.51	1,773,499.51	-	-	1,560,177	1,560,177	FY18
Sheet02	IKV Grading & Drainage Plan	HDR Engineers	EXP	43,304.00	-	43,304.00	43,304.00	-	-	-	-	FY19
Sheet10	Protect RW18 Land Acquisition-LGI	Snyder & Associates	FAA	18,900.00	743,119.59	762,019.59	762,019.59	-	-	685,653	685,653	FY19
Sheet17	3-Year Vegetation Control Agreement	Perficut ('17-'19)	EXP	28,445.00	(13,710.00)	14,735.00	14,735.00	-	-	-	-	FY20
Sheet15	Drainage Channel Improvements	McClure & RW Excavating	laDOT	191,633.80	11,925.19	203,558.99	203,558.99	-	-	76,950	76,950	FY20
Sheet16	Taxiway D Apron Access Road & Utilities - Phase 1	McClure & Sternquist	laDOT	633,250.00	54,844.02	688,094.02	688,094.02	-	-	225,000	225,000	FY20
Sheet06	Taxiway Rehab & Reconstruction-2018	McClure & Con-Struct	FAA	1,635,735.05	7,406.00	1,643,141.05	1,643,141.05	-	-	1,393,240	1,393,240	FY21
Sheet14	Bi-Fold Hangar Door Replacement	Jensen Builders	laDOT	130,075.00	9,900.00	139,975.00	139,975.00	-	-	75,000	75,000	FY21
Sheet05	SE Convenience Blvd Extension	City of Ankeny	EXP/RISE	877,279.79	115,104.30	992,384.09	991,544.82	-	-	-	-	FY21
Sheet04	Taxiway D Access Road & Utilities - Phase 2	McClure, SandStone	EXP	746,334.00	(19,963.60)	726,370.40	726,370.40	-	-	-	-	FY22
Sheet21	Taxiway D Apron and Access Roadway Paving-Phase 2	McClure, Concrete Tech	EXP	682,393.50	6,027.81	688,421.31	685,371.31	3,050.00	-	-	-	FY22
Sheet12	Protect RW18 Land Acquisition-Clark	Various	TBD	-	897,154.77	897,154.77	897,154.77	-	-	-	-	FY23
Sheet19	Protect RW18 Land Acquisition-Disposal	Various	EXP	-	29,955.00	29,955.00	29,955.00	-	-	-	-	FY23
Sheet18	3-Year Vegetation Control Agreement	Perficut ('20-'22)	EXP	47,586.00	-	47,586.00	47,066.00	520.00	-	-	-	FY22
Sheet20	Runway 18/36 Rehabilitation	McClure & Fahrner	FAA	631,380.24	18,270.99	649,651.23	649,651.23	-	-	584,686	584,686	FY23
Sheet03	Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	39,000.00	-	39,000.00	31,658.82	7,341.18	-	-	-	-
Sheet07	Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	laDOT	736,490.90	41,046.73	777,537.63	777,007.63	530.00	-	312,682	312,682	-
Sheet11	Strengthen & Extend RW 18/36	McClure & HDR	EXP	212,717.00	248,080.00	460,797.00	321,216.75	139,580.25	-	-	-	-
Sheet22	North Property Line Box Hangars	McClure, CMT, Jensen Builders	IDOT	1,488,013.90	(11,090.00)	1,476,923.90	369,097.10	1,107,826.80	7,854.32	-	-	-
Sheet23	3-Year Vegetation Control Agreement	Perficut ('23-'25)	EXP	47,586.00	-	47,586.00	15,862.00	31,724.00	-	-	-	-
Sheet24	Taxiway D Apron and Access Roadway Paving-Phase 4	McClure	laDOT	275,980.00	-	275,980.00	42,348.00	233,632.00	-	-	-	-
Sheet25	Signing and Entry Improvements	818, LLC	EXP	5,250.00	-	5,250.00	1,000.00	4,250.00	-	-	-	-
Sheet26	Reconstruct Runway 18/36	McClure/Foth	FAA	757,370.00	-	757,370.00	3,800.00	753,570.00	-	-	-	-
Grayed out = Completed items, no new charges expected												-
				11,043,591.93	2,177,357.31	13,220,949.24	10,908,777.75	2,311,332.22	7,854.32	4,913,388	4,913,388	-
									\$ 7,854.32		\$ -	-
									^= 204 Retainage Pay		^ = 110 Grant AR	

23-24 Snow removal cost sum

				FY22/23	
	Quantity	Cost			
Elder	1.00	\$ 7,500.00	\$ 40,764.75		18.40%
S Jackson	-	\$ -	\$ 900.00		0.00%
New Deal	112.00	\$ 5,601.81	\$ 11,680.00		47.96%
Cryotech	-	\$ -	\$ -		0.00%
Exec 1 Aviation	5.00	\$ 2,500.00	\$ 33,625.00		7.43%
	<u>\$ 118.00</u>	<u>\$ 15,601.81</u>	<u>\$ 86,969.75</u>		<u>17.94%</u>
	Quantity	Cost	Cost		
Labor	5.00	\$ 2,500.00	\$ 49,141.00		5.09%
Equipment	1.00	\$ 7,500.00	\$ 26,148.75		28.68%
Material	112.00	\$ 5,601.81	\$ 11,680.00		47.96%
	<u>\$ 118.00</u>	<u>\$ 15,601.81</u>	<u>\$ 86,969.75</u>		<u>17.94%</u>
	Quantity	Cost	Cost		
Operations	118.00	\$ 15,601.81	\$ 86,969.75		17.94%
	<u>\$ 118.00</u>	<u>\$ 15,601.81</u>	<u>\$ 86,969.75</u>		<u>17.94%</u>

(Elder contract: year)

FY23/24 Hourly Rates			FY22/23	% Inc	Category
Elder	Manager	\$ 96.00	\$ 96.00	0.0%	Labor
Elder	Manager-OT	\$ 143.00	\$ 143.00	0.0%	Labor
Elder	Manager-DT	\$ 192.00	\$ 192.00	0.0%	Labor
Elder	Operator	\$ 82.00	\$ 82.00	0.0%	Labor
Elder	Operator-OT	\$ 124.00	\$ 124.00	0.0%	Labor
Elder	Operator-DT	\$ 164.00	\$ 164.00	0.0%	Labor
Elder	Annual Payment	\$ 7,500.00	\$ 7,500.00	0.0%	Equipment
Elder	Motor Grader	\$ 212.00	\$ 212.00	0.0%	Equipment
Elder	Wheel Loader	\$ 225.00	\$ 225.00	0.0%	Equipment
Elder	Blower	\$ 30.00	\$ 30.00	0.0%	Equipment
Elder	Pickup	\$ 25.00	\$ 25.00	0.0%	Equipment
Elder	Snow Plow	\$ 16.50	\$ 16.50	0.0%	Equipment
Elder	Tractor Mower w/Bld & Brm	\$ 137.00	\$ 137.00	0.0%	Equipment
Elder	Tractor Broom w/Blade	\$ 137.00	\$ 137.00	0.0%	Equipment
Exec 1 Aviation	Oshkosh Labor	\$ 500.00	\$ 500.00	0.0%	Labor
S Jackson	Oralabor	\$ 150.00	\$ 150.00	0.0%	Labor
New Deal	Granular per bag	\$ 45.3636	\$ 49.00	-7.4%	Material
New Deal	Shipping per pallet	\$ 305.91	\$ 225.00	36.0%	Material
New Deal	Granular - 2ND		\$ 64.88	-100.0%	Material
New Deal	Shipping - 2ND		\$ 1,200.00	-100.0%	Material
Cryotech	Liquid		\$ 6.05	-100.0%	Material
Cryotech	S&H - 2ND		\$ 563.87	-100.0%	Material
Cryotech	S&H		\$ 677.52	-100.0%	Material

[illegible]



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the farm lease with Jeffrey Wangsness.

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
 Farm Lease

RESOLUTION

A RESOLUTION AUTHORIZING THE FARM LEASE WITH JEFFREY WANGSNESS

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which Jeffrey Wangsness has leased in the past for purposes of farming the land; and

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

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

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

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

Dated the 7th day of December, 2023.

Todd Ashby, Secretary

ATTEST:

Diane Klemme, Recording Secretary



FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Polk County Aviation Authority ("Landlord"), whose address for the purpose of this Lease is 410 West 1st Street, Ankeny, Iowa 50021 and Jeffrey Wangsness ("Tenant"), whose address for the purpose of this Lease is 4780 SE Fourmile Drive, Ankeny, IA 50021.

THE PARTIES AGREE AS FOLLOWS:

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

Land located in the SE 1/4 of Section 31, Township 80 North, Range 23 West of the 5th P.M., Ankeny, Polk County, Iowa, more particularly described as follows:

Commencing at the SE corner of said Section 31; thence N 89°52'06" W, 540.15 feet to the point of beginning; thence continuing N 89°52'06" W, 249.25 feet; thence N 0°00'39" E, 1021.02 feet; thence S 89°52'50" E, 249.99 feet; thence S 0°02'49" W, 1021.07 feet to the point of beginning, containing 5.850 acres, more or less; and

An area approximately described as commencing at the SE corner of said Section 31; thence N 89°52'06" W, 789.40 feet; thence N 0°00'39" E, 1,570' to the point of beginning; thence continuing N 0°00'39" E, 244 feet; thence N 45°00'39" E, 443'; thence S 89°52'06" E 218 feet; thence S 0°00'39" W, 142 feet; thence S 45°00'39" W, 400 feet; thence S 0°00'39" W 134 feet; thence N 89°52'06" W 251 feet to the point of beginning, containing 4.0 acres, more or less.

And

That real estate more particularly described on Exhibit "A" attached hereto.

With total acreage being 9.85 acres, more or less, with possession by Tenant for a term of one year to commence on March 1, 2023, and end on February 28, 2024. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Total annual cash rent of \$50.00 per acre with regards to that 3.00 acres of real estate more particularly described on Exhibit "A" attached hereto and \$275.00 per acre with regards to the remaining 6.85 acres, payable as follows: first one-half of total on the

1st day of July, 2024 and the second one-half of total on the 1st day of December, 2024.

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

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

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

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

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

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary

machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

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

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless

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

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

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

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

8. **ENVIRONMENTAL.**

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

- i. Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

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

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

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

- b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation,

herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may (not) be stored on the premises for more than one year. Farm chemicals for use on other properties may (not) be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may (not) be disposed of on the premises. Dead livestock may (not) be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

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

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

9. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
10. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and

substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

11. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
12. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
13. **REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.
14. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
15. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.
16. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
17. **NO AGENCY.** Tenant is not an agent of the Landlord.
18. **TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.
19. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.
20. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
21. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
22. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are

construed as in the singular or plural and as the appropriate gender, according to the context.

23. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.
24. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
25. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

DATED: 10-20-23.

TENANT:

Jeffrey Wangsness
Jeffrey Wangsness

LANDLORD:
Polk County Aviation Authority

Todd Ashby, Secretary

ATTEST:

Bill Gardner, Treasurer



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** approving the FY 2025 Airport Capital Improvements Program for 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

 [Resolution](#)

 [ACIP Program](#)

 [ACIP Data Sheet Packet](#)

RESOLUTION 2023-

RESOLUTION APPROVING THE FY 2025 AIRPORT CAPITAL IMPROVEMENTS PROGRAM FOR THE ANKENY REGIONAL AIRPORT

WHEREAS, as a condition for receiving State and Federal aid for the Ankeny Regional Airport, the following provisions must be met:

- An approved 5-Year Airport Capital Improvement Program must be in place,
- Submittal to the Iowa DOT of approved Airport Improvement Program Data Sheets with the sponsor's signature and Airfield Project Applications with sponsor's signature,
- Certification that the local match exists if the grant is awarded,
- Authorization to submit the proposed projects for State or Federal Grants; and

WHEREAS, a revised 5-Year Airport Capital Improvement Program (ACIP) has been formulated to meet the scheduling requirements of the Federal Aviation Administration and the Iowa Department of Transportation, and

WHEREAS, the said Program Data Sheets and Project Application Forms for the projects included in the first three years of the proposed FY 2025 ACIP have been prepared after vetting the proposed projects with the Engineering Review Committee and discussions with the Federal Aviation Administration for preliminary approval, and

WHEREAS, the said Program Data Sheets and Project Application Forms must be submitted to the Iowa Department of Transportation by December 20, 2023 after final approval by this board.

NOW THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority:

- Hereby approves the FY 2025 through FY 2030 Airport Capital Improvements Program (ACIP) and the related Program Data Sheets and Project Application Forms, and
- Authorizes the Board Chairman to sign the said Program Data Sheets and Project Application Forms, and
- Authorizes staff to submit the said Program Data Sheets and Project Application Forms to the Iowa Department of Transportation.

Passed and adopted this 7th day of December, 2023.

POLK COUNTY AVIATION AUTHORITY

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

Ankeny Regional Airport

Proposed 2025 Airport Capital Improvements Program

December 7, 2023

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

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

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



**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**
Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Ankeny Regional Airport, IKV, Ankeny, Iowa

Prepared By: City of Ankeny

Sponsor Email: pmortiz@ankenyiowa.gov

Date Prepared: December 2023

Sponsor Signature:

Sponsor Phone: 515-965-6420

Printed Name: Paul Moritz, P.E.

FY	Detailed Project/Scope Description	Funding Source		Total Estimated Cost
2024	Reconstruct Runway 18/36 Final Design	Federal:	\$	\$828,000
		BIL:	\$	
		State:	\$	
		Local:	\$	\$92,000
		Total:	\$	\$920,000
2024	Extend Runway 18 Relocate Localizer Design	Federal:	\$	\$238,500
		BIL:	\$	
		State:	\$	
		Local:	\$	\$26,500
		Total:	\$	\$265,000
2025	Reconstruct Runway 18/36 Construction	Federal:	\$	13,263,417
		BIL:	\$	
		State:	\$	
		Local:	\$	1,473,713
		Total:	\$	14,737,130
2025	Remove and Replace Pavement - Entrance Drive and Roundabout	Federal:	\$	
		BIL:	\$	530,000
		State:	\$	
		Local:	\$	28,000
		Total:	\$	558,000
2025	Remove and Replace Pavement - Terminal Building Parking Lot	Federal:	\$	
		BIL:	\$	295,000
		State:	\$	
		Local:	\$	255,000
		Total:	\$	550,000
2025	Terminal Building Elevator/Lobby Addition	Federal:	\$	
		BIL:	\$	570,000
		State:	\$	
		Local:	\$	30,000
		Total:	\$	600,000



**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**
Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Ankeny Regional Airport, IKV, Ankeny, Iowa

Prepared By: City of Ankeny

Sponsor Email: pmortiz@ankenyiowa.gov

Date Prepared: December 2023

Sponsor Signature:

Sponsor Phone: 515-965-6420

Printed Name: Paul Moritz, P.E.

FY	Detailed Project/Scope Description	Funding Source		Total Estimated Cost
2025	North Property Line Box Hangars - Phase 2	Federal:	\$	
		BIL:	\$	
		State:	\$	\$350,000
		Local:	\$	\$914,350
		Total:	\$	\$1,264,350
2026	Rehabilitate Maintenance Building Parking Lot	Federal:	\$	
		BIL:	\$	
		State:	\$	
		Local:	\$	\$350,000
		Total:	\$	\$350,000
2026	PCAA Maintenance Building	Federal:	\$	
		BIL:	\$	
		State:	\$	\$500,000
		Local:	\$	\$600,000
		Total:	\$	\$1,100,000
2026	Extend Runway 18 Relocate Localizer Construction	Federal:	\$	\$3,371,400
		BIL:	\$	
		State:	\$	
		Local:	\$	\$374,600
		Total:	\$	\$3,746,000
2027	Phase 1 South Terminal Tee Hangars	Federal:	\$	
		BIL:	\$	
		State:	\$	\$850,000
		Local:	\$	\$1,150,000
		Total:	\$	\$2,000,000
2027	North Property Line Box Hangars - Phase 3	Federal:	\$	
		BIL:	\$	
		State:	\$	\$350,000
		Local:	\$	\$775,000
		Total:	\$	\$1,125,000



**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**
Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Ankeny Regional Airport, IKV, Ankeny, Iowa

Prepared By: City of Ankeny

Sponsor Email: pmortiz@ankenyiowa.gov

Date Prepared: December 2023

Sponsor Signature:

Sponsor Phone: 515-965-6420

Printed Name: Paul Moritz, P.E.

FY	Detailed Project/Scope Description	Funding Source		Total Estimated Cost
2028	South Corporate Terminal - Phase 1 Grading, Drainage and Paving Improvements	Federal:	\$	\$1,980,000
		BIL:	\$	
		State:	\$	
		Local:	\$	\$220,000
		Total:	\$	\$2,200,000
2028	Taxiway D and E Lighting Replacement	Federal:	\$	
		BIL:	\$	
		State:	\$	\$200,000
		Local:	\$	\$300,000
		Total:	\$	\$500,000



**LONG-RANGE NEEDS ASSESSMENT
YEARS 6 TO 20
CAPITAL IMPROVEMENT PROGRAM (CIP)**
Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Ankeny Regional Airport, IKV, Ankeny, Iowa

Prepared By: City of Ankeny

Sponsor Email: pmortiz@ankenyiowa.gov

Date Prepared: December 2023

Sponsor Signature:

Sponsor Phone: 515-965-6420

Printed Name: Paul Moritz, P.E.

FY	Detailed Project/Scope Description	Funding Source		Total Estimated Cost
2029	Taxiway C Pavement Replacement	Federal:	\$	\$675,000
		BIL:	\$	
		State:	\$	
		Local:	\$	\$75,000
		Total:	\$	\$750,000
2029	South Corporate Terminal - Phase 2 Grading and Drainage	Federal:	\$	
		BIL:	\$	
		State:	\$	\$405,000
		Local:	\$	\$495,000
		Total:	\$	\$900,000
2029	Main Apron Pavement Rehabilitation	Federal:	\$	
		BIL:	\$	
		State:	\$	
		Local:	\$	\$250,000
		Total:	\$	\$250,000
2030	Future Runway and Taxiway Lighting Upgrades	Federal:	\$	\$405,000
		BIL:	\$	
		State:	\$	
		Local:	\$	\$45,000
		Total:	\$	\$450,000
2030	South Corporate Terminal - Phase 3 Grading and Drainage	Federal:	\$	
		BIL:	\$	
		State:	\$	\$405,000
		Local:	\$	\$495,000
		Total:	\$	\$900,000
2030	MALSR for Runway 36	Federal:	\$	
		BIL:	\$	
		State:	\$	
		Local:	\$	\$750,000
		Total:	\$	\$750,000

FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	Extend Runway 18 - Design		
Local Priority:	1	Fed. Share (AIP):	\$238,500
FFY Requested:	2024	Fed. Share (BIL-AIG):	
NEPA Determination:	Anticipated Fall 2023	State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$26,500
		Total Project Cost:	\$265,000

Justification:

It is proposed to extend Runway 18/36 by 500-ft to its ultimate length of 6,000-ft to accommodate increased aeronautical demand. A 35-ft wide connector taxiway from proposed Runway 15 End to the T-Hangar Taxilanes is also proposed. Also proposed as part of this project is the design to relocate the localizer.



SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangsness@citruking.com

FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	Reconstruct Runway 18/36 - Construction		
Local Priority:	2	Fed. Share (AIP):	\$13,263,417
FFY Requested:	2025	Fed. Share (BIL-AIG):	
NEPA Determination:	Anticipated Fall 2023	State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$1,473,713
		Total Project Cost:	\$14,737,130

Justification:

Runway 18/36 last had a major rehabilitation in 1993 according to the Iowa DOT's Airport Pavement Management System. Since then, pavement maintenance such as crack/joint seal and slab replacement have taken place in 2008, 2020, 2021, 2022, and 2023. It is necessary to reconstruct the existing 5,500 ft of Runway 18/36 to hand the airport's increased aircraft loads. A Preliminary Engineering Study is being completed to determine the proper method of rehabilitation or reconstruction. Design and bidding shall take place in FY24 with construction taking place the following fiscal year.



SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangsness@citruking.com

PROJECT: RECONSTRUCT RUNWAY 18/36
AIRPORT: ANKENY REGIONAL AIRPORT
DATE: DECEMBER 2023

ITEM	ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	GP-50-1	CONSTRUCTION STAKING	1.0	LS	\$ 60,000.00	\$ 60,000.00
2	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	1.0	LS	\$ 30,000.00	\$ 30,000.00
3	C-102-1	STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION AND MANAGEMENT	1.0	LS	\$ 15,000.00	\$ 15,000.00
4	C-102-2	TEMPORARY SEEDING AND MULCHING	35.0	AC	\$ 3,000.00	\$ 105,000.00
5	C-102-3	INSTALLATION AND REMOVAL OF SILT FENCE	12,880.0	LF	\$ 5.00	\$ 64,400.00
6	C-102-4	INLET PROTECTIONS	11.0	EA	\$ 110.00	\$ 1,210.00
7	C-102-5	TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP), TYPE 2C	8,590.0	SY	\$ 15.00	\$ 128,850.00
8	C-105-1	MOBILIZATION	1.0	LS	\$ 900,000.00	\$ 900,000.00
9	C-105-2	TRAFFIC CONTROL	1.0	LS	\$ 30,000.00	\$ 30,000.00
10	C-105-3	CONSTRUCTION AND REMOVAL OF ON-SITE HAUL ROAD	1.0	LS	\$ 30,000.00	\$ 30,000.00
11	C-105-4	LOCATION AND PROTECTION OF EXISTING AND NEW CABLES AND EQUIPMENT	1.0	LS	\$ 7,500.00	\$ 7,500.00
12	P-101-1	PAVEMENT REMOVAL 6" PCC AND 4" ± ASPHALT BASE COURSE REMOVAL	71,300.0	SY	\$ 10.00	\$ 713,000.00
13	P-101-2	EXISTING UNDERDRAIN REMOVAL	13,800.0	LF	\$ 4.00	\$ 55,200.00
14	P-101-3	INTAKE/UNDERDRAIN STRUCTURE REMOVAL	35.0	EA	\$ 300.00	\$ 10,500.00
15	P-152-1	UNCLASSIFIED EXCAVATION	17,250.0	CY	\$ 15.00	\$ 258,750.00
16	P-152-2	EMBANKMENT IN PLACE	3,450.0	CY	\$ 15.00	\$ 51,750.00
17	P-152-3	QUALITY CONTROL TESTING	1.0	LS	\$ 30,000.00	\$ 30,000.00
18	P-156-1	12" CEMENT TREATED SUBGRADE	78,780.0	SY	\$ 8.00	\$ 630,240.00
19	P-156-2	CEMENT	2,800.0	TN	\$ 220.00	\$ 616,000.00
20	P-219-1	8" RECYCLED CONCRETE AGGREGATE BASE COURSE	75,210.0	SY	\$ 14.00	\$ 1,052,940.00
21	P-219-2	SEPARATION GEOTEXTILE	76,300.0	SY	\$ 5.00	\$ 381,500.00
22	P-501-1	8" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT	67,760.0	SY	\$ 80.00	\$ 5,420,800.00
23	P-501-2	8" REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT	9,230.0	SY	\$ 110.00	\$ 1,015,300.00
24	P-501-3	6" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT (GLIDESLOPE ACCESS ROAD)	50.0	SY	\$ 60.00	\$ 3,000.00
25	P-604-1	COMPRESSION JOINT SEAL	106,150.0	LF	\$ 6.00	\$ 636,900.00
26	P-620-1	PAVEMENT MARKING (WATERBORNE)	1.0	LS	\$ 160,000.00	\$ 160,000.00
27	P-620-2	TEMPORARY PAVEMENT MARKING	1.0	LS	\$ 90,000.00	\$ 90,000.00
28	P-621-1	SAW-CUT GROOVING	70,380.0	SY	\$ 3.00	\$ 211,140.00
29	D-705-1	6" PERFORATED UNDERDRAIN SCHEDULE 40, TRENCHED, INCLUDING POROUS BACKFILL AND FILTER FABRIC	15,180.0	LF	\$ 30.00	\$ 455,400.00
30	D-705-2	6" NON-PERFORATED UNDERDRAIN SCHEDULE 80, TRENCHED	460.0	LF	\$ 25.00	\$ 11,500.00
31	D-705-3	UNDERDRAIN CLEANOUT STRUCTURE	56.0	EA	\$ 2,000.00	\$ 112,000.00
32	D-705-4	UNDERDRAIN OUTLET CONNECTION	14.0	EA	\$ 500.00	\$ 7,000.00
33	D-705-5	UNDERDRAIN CONNECTION TO EXISTING/PROPOSED PIPE OR STRUCTURE	14.0	EA	\$ 1,000.00	\$ 14,000.00
34	T-901-1	SEEDING AND FERTILIZING	35.0	AC	\$ 5,000.00	\$ 175,000.00
35	T-905-1	TOPSOILING (STRIPPING, STOCKPILING, RE-SPREADING)	17,250.0	CY	\$ 17.00	\$ 293,250.00
36	T-908-1	MULCHING	35.0	AC	\$ 4,000.00	\$ 140,000.00
		TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST				\$ 13,857,130
		GEOTECHNICAL INVESTIGATION				FY22
		TOPOGRAPHIC SURVEY				FY22
		DESIGN PHASE ENGINEERING				FY23
		BIDDING SERVICES				FY23
		CONSTRUCTION SERVICES				\$800,000
		SPONSOR ADMINISTRATION				\$5,000
		QA MATERIAL TESTING (EST.)				\$75,000
		FAA INSTRUMENT APPROACH PROCEDURE DEVELOPMENT				N/A
		FAA FLIGHT INSPECTION				N/A
		TOTAL ESTIMATE OF PROBABLE PROJECT COST				\$14,737,130

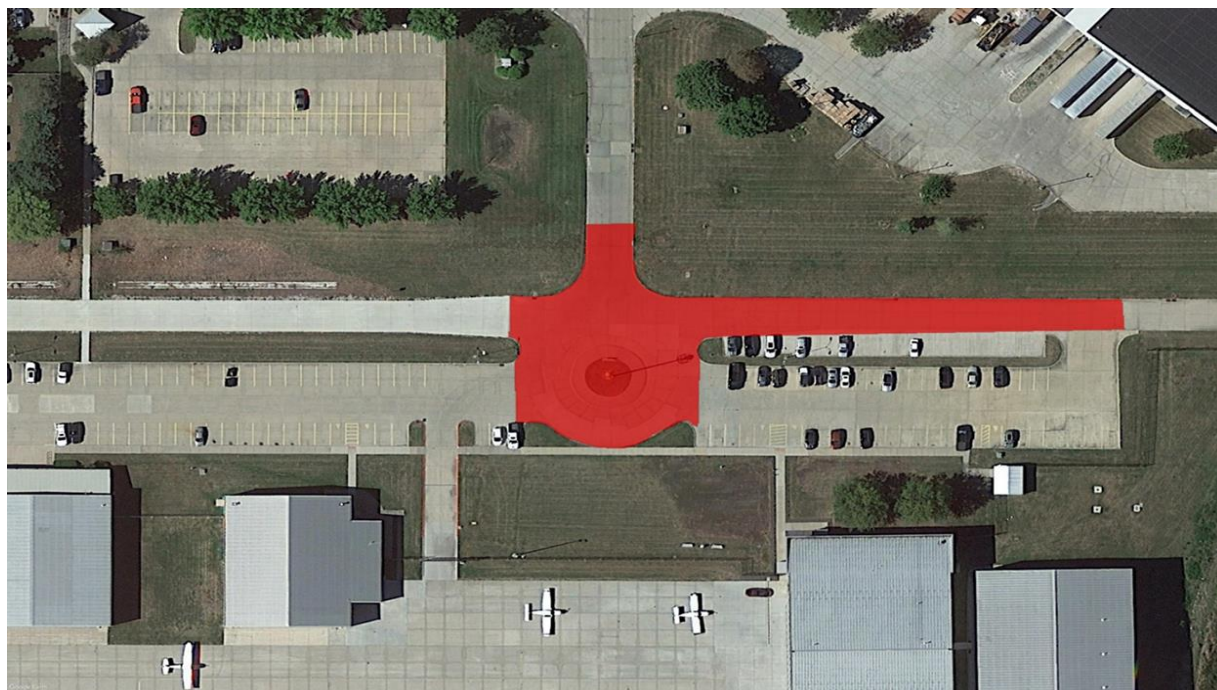
FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	Remove and Replace Pavement - Entrance Drive Roundabout		
Local Priority:	3	Fed. Share (AIP):	
FFY Requested:	2025	Fed. Share (BIL-AIG):	\$530,000
NEPA Determination:	9/27/2016	State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$28,000
		Total Project Cost:	\$558,000

Justification:

The entrance road, entry road to FAA building, and roundabout currently experience poor drainage and continued pavement deterioration including shattered slabs, spalling, and high severity linear cracking. It is no longer cost effective for the Airport to continue funding annual pavement maintenance.



SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangsness@citruking.com

OPINION OF PROBABLE PROJECT COST**PROJECT:** REMOVE AND REPLACE PAVEMENT - ENTRANCE DRIVE AND ROUNDABOUT**AIRPORT** ANKENY REGIONAL AIRPORT**DATE:** DECEMBER 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	COST
GP-50-1	CONSTRUCTION STAKING	1	LS	\$ 12,000.00	\$12,000
GP-105-1	MOBILIZATION	1	LS	\$ 38,000.00	\$38,000
GP-105-2	TRAFFIC CONTROL	1	LS	\$ 7,500.00	\$7,500
P-101-1	REMOVAL OF EXISTING PAVEMENT	2,300	SY	\$ 10.00	\$23,000
P-152-1	UNCLASSIFIED EXCAVATION	800	CY	\$ 15.00	\$12,000
P-152-2	TRIM, SHAPE, AND COMPACT SUBGRADE	2,800	SY	\$ 6.00	\$16,800
P-156-1	SILT FENCE, INSTALL AND REMOVE	1,140	SY	\$ 5.00	\$5,700
P-156-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPRATION AND MANAGEMENT	1	LS	\$ 6,000.00	\$6,000
P-208-1	6" AGGREGATE BASE COURSE	2,800	SY	\$ 15.00	\$42,000
P-501-1	7" PCC PAVEMENT	2,300	SY	\$ 80.00	\$184,000
SP-1	ENGINEERING FABRIC	3,000	SY	\$ 5.00	\$15,000
P-620-1	PAVEMENT MARKINGS	1	LS	\$ 20,000.00	\$20,000
D-705-1	STORMWATER IMPROVEMENTS	1	LS	\$ 40,000.00	\$40,000
T-901-1	SEEDING, FERTILIZING, AND MULCHING	1.0	AC	\$ 8,000.00	\$8,000
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST					\$430,000
GEOTECHNICAL INVESTIGATION					\$10,000
TOPOGRAPHIC SURVEY					\$15,000
DESIGN PHASE ENGINEERING					\$40,000
BIDDING SERVICES					\$10,000
CONSTRUCTION SERVICES					\$50,000
SPONSOR ADMINISTRATION					N/A
QA MATERIAL TESTING (EST.)					\$3,000
FAA INSTRUMENT APPROACH PROCEDURE DEVELOPMENT					N/A
FAA FLIGHT INSPECTION					N/A
TOTAL ESTIMATE OF PROBABLE PROJECT COST					\$558,000

FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	Remove and Replace Pavement - Terminal Building Parking Lot		
Local Priority:	4	Fed. Share (AIP):	
FFY Requested:	2025	Fed. Share (BIL-AIG):	\$295,000
NEPA Determination:	9/27/2016	State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$255,000
		Total Project Cost:	\$550,000

Justification:

The parking lot currently experiences poor drainage and continued pavement deterioration including shattered slabs and high severity linear cracking. The Airport completed emergency patching in 2017, but it is no longer cost effective for the Airport to continue funding annual pavement maintenance.



SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangsness@citruking.com

OPINION OF PROBABLE PROJECT COST**PROJECT:** REMOVE AND REPLACE PAVEMENT - TERMINAL BUILDING PARKING LOT**AIRPORT** ANKENY REGIONAL AIRPORT**DATE:** DECEMBER 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	COST
GP-50-1	CONSTRUCTION STAKING	1	LS	\$ 12,000.00	\$12,000
GP-105-1	MOBILIZATION	1	LS	\$ 37,000.00	\$37,000
GP-105-2	TRAFFIC CONTROL	1	LS	\$ 7,500.00	\$7,500
P-101-1	REMOVAL OF EXISTING PAVEMENT	2,600	SY	\$ 10.00	\$26,000
P-152-1	UNCLASSIFIED EXCAVATION	875	CY	\$ 16.00	\$14,000
P-152-2	TRIM, SHAPE, AND COMPACT SUBGRADE	2,600	SY	\$ 5.00	\$13,000
P-208-1	6" AGGREGATE BASE COURSE	2,600	SY	\$ 15.00	\$39,000
P-501-1	7" PCC PAVEMENT	2,600	SY	\$ 85.00	\$221,000
SP-1	ENGINEERING FABRIC	2,600	SY	\$ 5.00	\$13,000
P-620-1	PAVEMENT MARKINGS	1	LS	\$ 24,000.00	\$24,000
D-705-1	STORMWATER IMPROVEMENTS	1	LS	\$ 40,000.00	\$40,000
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST					\$446,500
	GEOTECHNICAL INVESTIGATION				N/A
	TOPOGRAPHIC SURVEY				\$2,000
	DESIGN PHASE ENGINEERING				\$50,000
	BIDDING SERVICES				\$5,000
	CONSTRUCTION SERVICES				\$45,000
	SPONSOR ADMINISTRATION				N/A
	QA MATERIAL TESTING (EST.)				\$1,500
	FAA INSTRUMENT APPROACH PROCEDURE DEVELOPMENT				N/A
	FAA FLIGHT INSPECTION				N/A
TOTAL ESTIMATE OF PROBABLE PROJECT COST					\$550,000

FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	Terminal Building Elevator/Lobby Addition		
Local Priority:	5	Fed. Share (AIP):	
FFY Requested:	2025	Fed. Share (BIL-AIG):	\$570,000
NEPA Determination:		State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$30,000
		Total Project Cost:	\$600,000

Justification:

To provide the board meeting room with elevator for ADA compliance and to updgrade terminal building access.



SPONSOR SIGNATURE BLOCK			
Signature:		Date:	
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangness@citruking.com

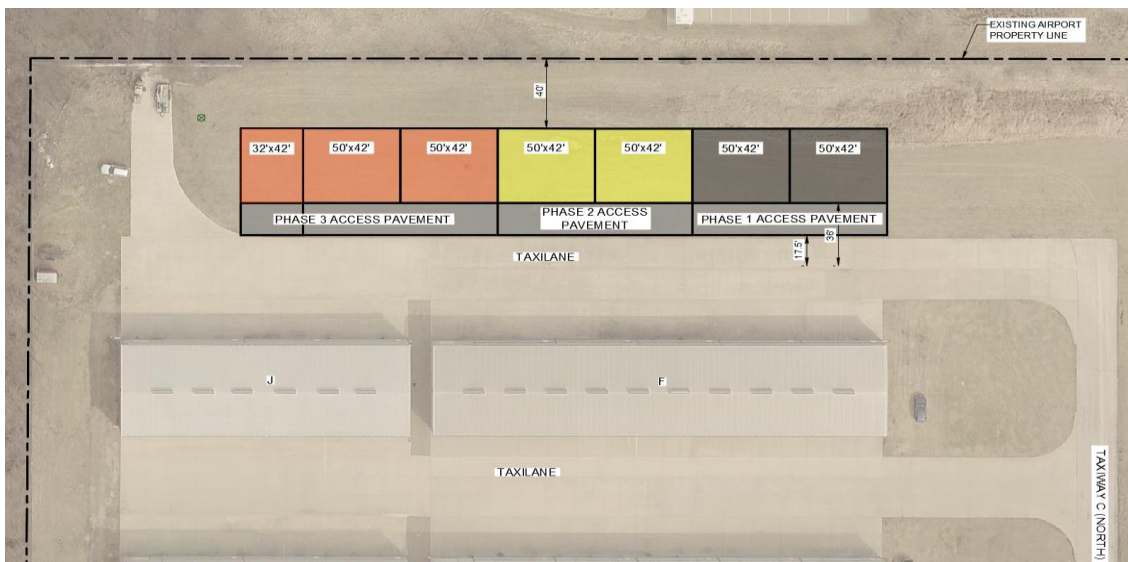
FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	North Property Line Box Hangars - Phase 2		
Local Priority:	6	Fed. Share (AIP):	
FFY Requested:	2026	Fed. Share (BIL-AIG):	
NEPA Determination:		State Share:	\$350,000
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$914,350
		Total Project Cost:	\$1,264,350

Justification:

This multi-phase project would develop the north taxilane along the property line and add seven new box hangars. The larger size of the hangars would help address the airports pressing need to house additional aircraft. The proposed space would free up existing T-hangars and a garage currently being used for snow and mowing equipment due to lack of a more appropriate storage space. Included in Phase 2 is the construction of the two (2) 50'x42' box hangars to the west of the existing two hangars built in FY2023 as well as the expansion of taxilane pavement.



SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangsness@citruking.com

OPINION OF PROBABLE PROJECT COST

PROJECT: NORTH PROPERTY LINE BOX HANGARS - (PHASE 2)
AIRPORT ANKENY REGIONAL AIRPORT
DATE: DECEMBER 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	COST
SITE WORK					
GP-50-1	CONSTRUCTION STAKING	1	LS	\$ 10,000.00	\$10,000
C-102-1	INSTALLATION AND REMOVAL OF SILT FENCE	200	LF	\$ 12.50	\$2,500
C-105-1	MOBILIZATION	1	LS	\$ 60,000.00	\$60,000
C-105-2	TRAFFIC CONTROL	1	LS	\$ 10,000.00	\$10,000
P-152-1	QUALITY CONTROL TESTING	1	LS	\$ 10,000.00	\$10,000
P-152-2	LOCATION AND PROTECTION OF EXISTING & NEW UTILITIES & EQUIPMENT	1	LS	\$ 5,000.00	\$5,000
P-152-3	UNCLASSIFIED EXCAVATION	500	CY	\$ 20.00	\$10,000
P-152-4	EMBANKMENT IN-PLACE	390	CY	\$ 20.00	\$7,800
P-156-1	12" CEMENT-TREATED SUBGRADE	500	SY	\$ 10.00	\$5,000
P-156-2	CEMENT	30	TN	\$ 230.00	\$6,900
P-209-1	ENGINEERING FABRIC	480	SY	\$ 5.00	\$2,400
P-209-2	6" AGGREGATE BASE COURSE	470	SY	\$ 20.00	\$9,400
P-501-1	6" PORTLAND CEMENT CONCRETE	440	SY	\$ 90.00	\$39,600
D-705-1	NON-PERFORATED UNDERDRAIN, 8" PVC/HDPE, INSTALLED IN TRENCH	100	LF	\$ 40.00	\$4,000
D-705-2	CONNECTION TO PROPOSED OR EXISTING PIPE OR STRUCTURE	2	EA	\$ 1,000.00	\$2,000
T-901-1	SEEDING AND FERTILIZING	0.5	AC	\$ 5,000.00	\$2,500
T-905-1	TOPSOIL (STRIPPING, STOCKPILING, AND RE-SPREADING)	750	CY	\$ 25.00	\$18,750
T-908-1	MULCHING	0.5	AC	\$ 3,000.00	\$1,500
SP-1	ELECTRICAL SERVICE INSTALLATION FROM EAST HANGARS TO NEW METER	1	LS	\$ 20,000.00	\$20,000
				SUBTOTAL:	\$227,350
HANGAR FOUNDATIONS AND BUILDINGS					
SP-1	BOX TEE HANGAR, 50' x 42', WITH ELECTRICAL POWERED BI-FOLD DOOR	2,100	SF	\$ 150.00	\$315,000
SP-2	BOX TEE HANGAR, 50' x 42', WITH ELECTRICAL POWERED BI-FOLD DOOR	2,100	SF	\$ 150.00	\$315,000
13122-1	INTERIOR WALL PANELING	2	EA	\$ 8,000.00	\$16,000
07200-1	3" STANDARD BATT WALL AND BI-FOLD DOOR INSULATION, 9" CEILING INSULATION	2	EA	\$ 25,000.00	\$50,000
15714-3	ELECTRICAL SERVICE INSTALLATION FROM METER	2	EA	\$ 3,500.00	\$7,000
SP-7	FIRE WALL	2	EA	\$ 5,000.00	\$10,000
SP-8	GUTTERS AND DOWNSPOUTS	2	EA	\$ 6,000.00	\$12,000
SP-9	CEILING FAN	2	EA	\$ 11,000.00	\$22,000
SP-10	WALL, BI-FOLD DOOR, AND CEILING INSULATION	2	EA	\$ 25,000.00	\$50,000
				SUBTOTAL:	\$797,000
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST					\$1,024,350
GEOTECHNICAL INVESTIGATION					FY2023
TOPOGRAPHIC SURVEY					\$7,500
DESIGN PHASE ENGINEERING					\$100,000
BIDDING SERVICES					\$10,000
CONSTRUCTION SERVICES					\$115,000
SPONSOR ADMINISTRATION					N/A
QA MATERIAL TESTING (EST.)					\$7,500
FAA INSTRUMENT APPROACH PROCEDURE DEVELOPMENT					N/A
FAA FLIGHT INSPECTION					N/A
TOTAL ESTIMATE OF PROBABLE PROJECT COST					\$1,264,350

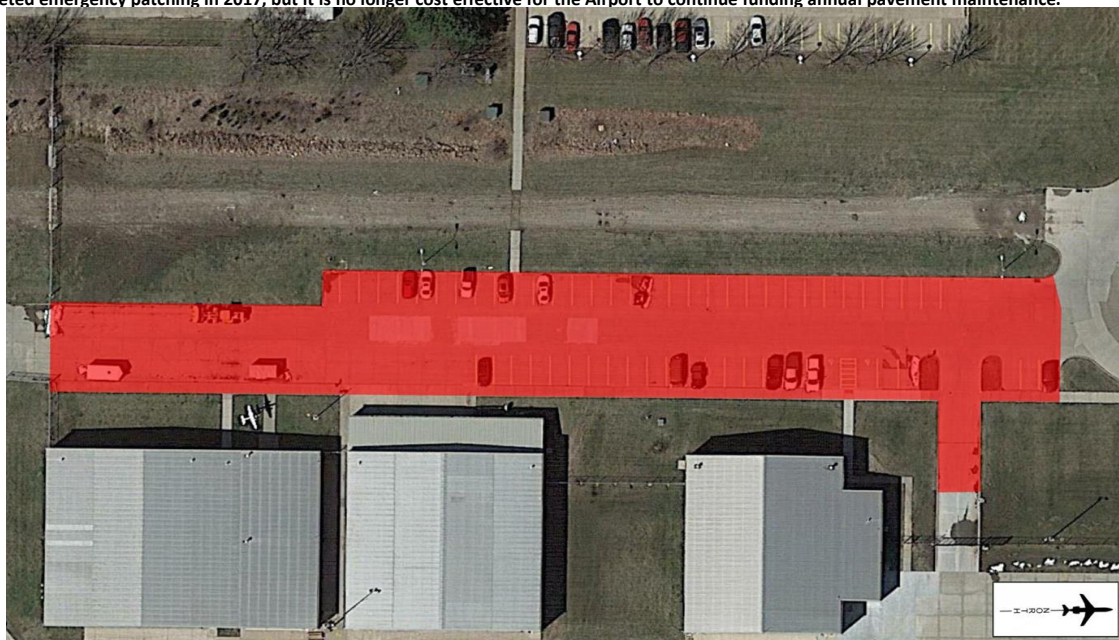
FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	Rehabilitate Maintenance Building Parking Lot		
Local Priority:	7	Fed. Share (AIP):	
FFY Requested:	2026	Fed. Share (BIL-AIG):	
NEPA Determination:		State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$350,000
		Total Project Cost:	\$350,000

Justification:

The parking lot currently experiences poor drainage and continued pavement deterioration including shattered slabs and high severity linear cracking. The Airport completed emergency patching in 2017, but it is no longer cost effective for the Airport to continue funding annual pavement maintenance.



SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangsness@citruking.com

FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	Extend Runway 18 - Construction		
Local Priority:	9	Fed. Share (AIP):	\$3,371,400
FFY Requested:	2026	Fed. Share (BIL-AIG):	
NEPA Determination:		State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$374,600
		Total Project Cost:	\$3,746,000

Justification:

It is proposed to extend Runway 18/36 by 500-ft to its ultimate length of 6,000-ft to accommodate increased aeronautical demand. A 35-ft wide connector taxiway from the proposed Runway 15 End to the T-Hangar Taxilanes is also proposed.



SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangsness@citruking.com

OPINION OF PROBABLE PROJECT COST**PROJECT:** EXTEND RUNWAY 18 - CONSTRUCTION**AIRPORT:** ANKENY REGIONAL AIRPORT**DATE:** DECEMBER 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	COST
GP-50-1	CONSTRUCTION STAKING	1	LS	\$ 10,000.00	\$10,000.00
C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	\$ 12,000.00	\$12,000.00
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	\$ 10,000.00	\$10,000.00
P-101-1	PAVEMENT REMOVAL (ACCESS ROAD)	20	SY	\$ 100.00	\$2,000.00
P-152-1	UNCLASSIFIED EXCAVATION	1,665	CY	\$ 25.00	\$41,625.00
P-156-1	12" CEMENT-TREATED SUBGRADE	9,990	SY	\$ 10.00	\$99,900.00
P-156-2	CEMENT	225	TN	\$ 230.00	\$51,750.00
SP-1	ENGINEERING FABRIC	9,510	SY	\$ 5.00	\$47,550.00
P-209-1	8-INCH GRANULAR SUBBASE	9,330	SY	\$ 18.00	\$167,940.00
P-501-1	8-INCH PCC PAVEMENT (EXTENSION)	8,880	SY	\$ 100.00	\$888,000.00
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	\$ 3.00	\$13,350.00
D-701-1	CULVERT, 24", RCP	100	LF	\$ 100.00	\$10,000.00
D-701-2	APRON, 24", RCP	2	EA	\$ 3,000.00	\$6,000.00
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 RESPREADING)	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	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 INSTALLATION	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					\$3,519,515
GEOTECHNICAL INVESTIGATION					FY24
TOPOGRAPHIC SURVEY					FY24
DESIGN PHASE ENGINEERING					FY24
BIDDING SERVICES					FY24
CONSTRUCTION SERVICES					\$150,000
SPONSOR ADMINISTRATION					\$1,000
QA MATERIAL TESTING (EST.)					\$20,000
FAA INSTRUMENT APPROACH PROCEDURE DEVELOPMENT					\$30,000
FAA FLIGHT INSPECTION					\$25,000
TOTAL ESTIMATE OF PROBABLE PROJECT COST					\$3,746,000



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the execution of Amendment No. 1 to the 2023 Management Agreement with Exec 1 Aviation II, LLC, as fixed base operator.

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](#)

 [Amendment 1](#)

RESOLUTION 2023-

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AMENDMENT NO. 1 TO THE 2023 MANAGEMENT AGREEMENT
WITH EXEC 1 AVIATION II, L.L.C., AS FIXED BASE OPERATOR**

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

WHEREAS, the Polk County Aviation Authority believes it to be in the best interest of all parties that the term of the Management Agreement be extended to June 30, 2023; and

WHEREAS, the form of the management agreement will remain unchanged, with the exception of a revision to termination date of the said agreement.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves Amendment No. 1 to the 2023 Management Agreement with Exec 1 Aviation II, L.L.C. in the form attached hereto.

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

Dated, this 7th day of December, 2023.

Jeff Wangsness, Chairperson
Polk County Aviation Authority

ATTEST:

Diane Klemme, Recording Secretary

**Amendment No. 1 to the
2023 MANAGEMENT AGREEMENT
between the
POLK COUNTY AVIATION AUTHORITY, OWNER
and
EXEC 1 AVIATION II, L.L.C., MANAGER**

This **AMENDMENT NO. 1** is made and entered into on this 7th day of December, 2023 by and between the Polk County Aviation Authority hereinafter referred to as “Owner”, and Exec 1 Aviation II, LLC, hereinafter referred to as “Manager”;

WHEREAS, the Authority and Manager entered into a MANAGEMENT AGREEMENT dated January 5, 2023, designating Exec 1 Aviation II, L.L.C. as FBO Operation Manager at the Ankeny Regional Airport for the calendar year 2023; and

WHEREAS, the said Management Agreement will expire on December 31, 2023; and

WHEREAS, the Owner and Manager desire to extend the term of the said Management Agreement to June 30, 2024 at which time revisions to certain provisions of the Management Agreement are anticipated; and

WHEREAS, to facilitate the said extension, the Owner and Manager agree to the following amendment:

1. Repeal Section 7.1 of Article VII – TERM AND TERMINATION of the Management Agreement, and insert the following in lieu thereof:

7.1 TERM: This Agreement shall commence on the Commencement Date and shall continue to be in effect until June 30, 2024 unless extended by amendment prior to that date. This agreement may be terminated with Cause (as defined below) by Owner upon not less than thirty (30) days advance written notice and by Manager upon not less than sixty (60) days advance written notice from the party so terminating.

NOW, THEREFORE, BE IT RESOLVED that this AMENDMENT NO. 1, as well as the unaffected provisions of the 2023 MANAGEMENT AGREEMENT dated January 5, 2023, represents the entire agreement between the Owner and Manager regarding the management of the Ankeny Regional Airport. Any subsequent change or modification to the terms of the said 2023 MANAGEMENT AGREEMENT will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed AMENDMENT NO. 1 as of December 7, 2023:

Owner:

Polk County Aviation Authority

Manager:

Exec 1 Aviation II, L.L.C.

By:

Title: _____

By:

Title:



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting a proposal from Wood Roofing and Sheet Metal for the T-Hangars Gutter Replacement 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:

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 [Resolution](#)

 [Bid Tabulation](#)

 [Proposal](#)

RESOLUTION NO. 2023-

**RESOLUTION ACCEPTING A PROPOSAL FROM WOOD ROOFING & SHEET METAL
FOR THE T-HANGARS GUTTER REPLACEMENT PROJECT AT THE ANKENY
REGIONAL AIRPORT**

WHEREAS, the Polk County Aviation Authority authorized staff to solicit bids for replacing the rain gutters, downspouts and associated fixtures on the 6 east tee hangar buildings at the Ankeny Regional Airport, and

WHEREAS, an informal bid letting was subsequently held for the T-Hangars Gutter Replacement Project on November 27, 2023 with three bids submitted as follows:

Woods Roofing and Sheet Metal = \$73,256.40
Septagon Construction = \$114,500.00
Jensen Builders, Ltd. = \$237,240.00

NOW THEREFORE, BE IT RESOLVED BY THE POLK COUNTY AVIATION AUTHORITY that the bid/proposal of Wood Roofing & Sheet Metal of Des Moines, Iowa, in the amount of \$73,256.40 for the construction of the T-Hangars Gutter Replacement Project at the Ankeny Regional Airport, is hereby accepted.

BE IT FURTHER RESOLVED that the chairperson of the Polk County Aviation Authority is hereby directed to execute the contract awarded above, for the construction of said improvements.

PASSED AND APPROVED, This 7th day of December, 2023.

POLK COUNTY AVIATION AUTHORITY

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

Ankeny Regional Airport
T-Hangars Gutter Replacement Proj
 Bid Tabulation - November 27, 2023

Item	Description	Unit	Wood Roofing and Sheet Metal*			Se
			Quantity	Unit Price	Extension	Quantity
1	Mobilization	LS	1	\$0.00	\$0.00	1
2	6" Box Gutter, Furnish and Install	LF	2,760	\$22.61	\$62,403.60	2,940
3	Downspout Replacements, 4" x 5"	EA	480	\$22.61	\$10,852.80	24
4	Downspout Rectangular Offset, 4" x 5"	EA	12	\$0.00	\$0.00	12
5	Downspout Elbows, 75°, 4" by 5", Type A or B	EA	12	\$0.00	\$0.00	12
					\$73,256.40	

Note* Wood Roofing measured and changed the gutter quantity, changed the downspouts to 6" by 6" dimension, and bid 24-gauge steel
 Wood also bid the gutter downspout replacements on a per-foot basis.

BID PROPOSAL FORM

**T-Hangars Gutter Replacement Project
ANKENY REGIONAL AIRPORT
3700 SE Convenience Boulevard
Ankeny, Iowa**

Date: October 31st 2023

Mr. Paul Moritz, P.E.
Polk County Aviation Authority
Airport Board Manager
401 West First Street
Ankeny, IA 50023

Dear Sir/Madam:

We the undersigned have examined the project documents and the site of the proposed work and are familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to enter into an agreement with the Polk County Aviation Authority to furnish all labor, materials, equipment, skills and facilities for the complete construction of the **"Ankeny Regional Airport, T-Hangars Gutter Replacement"** project within the time set forth herein, in accordance with the drawings and specifications, as prepared by the Polk County Aviation Authority for the TOTAL BID PRICE of:

Seventy three thousand two hundred fifty six and 40/100 \$73,256.40
~~Seventy three thousand two hundred twenty four~~ Dollars (~~\$73,224.00~~).

Company Name: **WOOD ROOFING & SHEET METAL**
Please Print

Return this bid form by 2:00 p.m. Monday, November 27, 2023.

Bids to be returned by the following methods:

By e-mail to: pmoritz@ankenyiowa.gov

Questions? Call Jay Pudenz at 515-346-9312 or Paul Moritz at 515-965-6428

SCHEDULE OF PRICES

T-Hangars Gutter Replacement – Ankeny Regional Airport

Item No.	SUDAS Section	Description	Unit	Quantity	Unit Prices	Extension
1	C-105-1	Mobilization	LS	1	INCLUDED	No Added Cost
2	SP-01	6" Minimum Industrial Box Gutter, 24-gauge Steel, Furnish and Install	LF	2,760 Lf	\$22.61 / Lf	\$62,403.60 \$62,376.00
3	SP-02	24-gauge Steel Downspout Replacements, 6"x6", 10' Lengths	EA	480 Lf	\$22.61/ Lf	\$10,852.80 \$10,848.00
4	SP-03	24-gauge Steel Downspout Rectangular Offset to Existing Drain Tile (6"x6" Adapter to 4"x5" Tile)	EA	12	INCLUDED	No Added Cost
5	SP-04	24-gauge Steel Downspout Elbows, 75°, 6"x6", Type A or B	EA	12	INCLUDED	No Added Cost

Notes

- 1) Lengths of gutter and other quantities estimated based on site visit to inspect T-hangars (visit made on 8/28/2023)
- 2) Six (6) Type A Elbows and Six (6) Type B Elbows, depending on direction of flow
- 3) Items 3, 4, and 5 shall include furnishing and installing
- 4) Item 1 shall include any required traffic control
- 5) All unit prices shall include removal and disposal of existing, by the Contractor

\$73,256.40

BID TOTAL ~~\$73,224.00~~

All bids shall NOT include Iowa Sales Tax for materials used in the project. Upon award, the successful bidder shall immediately provide a listing of subcontractors and associated Federal ID or Social Security Numbers for both the contractor and subcontractors. The Polk County Aviation Authority will register the contractor and subcontractors with the Iowa Department of Revenue and will provide appropriate certificates to the contractor for distribution and use.

Notes:

Gutters and downspouts shall be installed to industry standards, in a neat and workman-like manner. Gutters and gutter/downspout connections shall be installed watertight and leak-proof. Gutters shall be properly sloped (not less than 1/8 inch per foot), with positive drainage toward downspouts. Construction materials and methods shall be in accordance with the current SUDAS Standard Specifications Manual. Contact Jay at 515-346-9312 if you are not familiar with these specifications.

T-Hangars A through F are in need of gutter replacement as shown on the included aerial plan. The Contractor shall be responsible for coordinating with the FBO regarding the temporary closure of hangar taxi lanes. The Contractor shall minimize the length of time that any taxi lane is closed or that hangar aircraft door are blocked.

Traffic control, if necessary, is to be provided by the Contractor for temporary closure of any taxi lane, including installation of traffic cones. Traffic control shall be incidental to Mobilization.

Bid quantities are estimated for bidding purposes only. Actual quantities will be based on field-measured as-built quantities and may vary by up to 25% depending on the locations and types of work performed.

A Performance Bond and Payment Bond will be required from the successful low bidder if the bid exceeds \$25,000.

Field Review: Bidders are encouraged to complete a field review of the project prior to submitting a bid. The tee hangar buildings are located within the fenced area of the airport, and you will need to contact one of the following individuals to set up a time to review the project:

Paul Moritz
pmoritz@ankenyiowa.gov
(515) 965-6428

Dave Kalwishky – Exec 1 Aviation
davek@exec1aviation.com
(515) 314-7060

Project Schedule:

- The project can begin any time after award (anticipated to be December 11, 2023). The contractor must notify the airport manager of the date that work commences.
- The contractor shall complete all work on the project including removals, installation and disposal within 30 calendar days start to finish.
- The final completion date shall be on or before **April 1, 2024**.

AWARD OF PROJECT

The Aviation Authority will consider the bids received and will award the project to the lowest responsive, responsible bidder at their regular meeting on December 7, 2023 starting at 5:00 pm.

If a discrepancy appears between the written and the numerical, the written words will be used as the quoted price. If an error appears in an extension or the addition of terms, the corrected extension or total of the parts shall govern.

It is understood and agreed that a Bid Proposal Form cannot be withdrawn within thirty (30) days without the consent of the Polk County Aviation Authority and that the said Authority has the right to accept or reject any or all Bid Proposal Forms and to waive any irregularities and informalities.

COMPLETION TIME

If this Bid Proposal Form is accepted and the Project awarded, the Bidder agrees to the above completion date subject to the provisions of the Project Documents (SUDAS).

The foregoing prices are the basis upon which the undersigned will accept the project and thereafter complete the work.

Respectfully submitted,

WOOD ROOFING & SHEET METAL
Contractor

5225 NE 17th Street

Des Moines, Iowa 50313
Address

By: **Nicholas Ray**
Print Name

Signature
Title: **Sheet Metal Div Manager**



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of a Revised Task Order No. 4 with McClure Engineering Company for the Runway 18/36 Reconstruction - Final 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
 Revised Task Order No. 4

RESOLUTION 2023-

A RESOLUTION AUTHORIZING THE EXECUTION OF A REVISED TASK ORDER NO. 4 WITH McCLURE ENGINEERING COMPANY FOR THE RUNWAY 18/36 RECONSTRUCTION- FINAL DESIGN AND BIDDING SERVICES

WHEREAS, the PCAA has identified a need to undertake the full reconstruction of the main Runway 18/36 due to the deteriorated conditions of the runway and to ultimately provide a runway that can accommodate a larger class of aircraft at the Ankeny Regional Airport, and

WHEREAS, the FAA has designated the project as eligible for FAA funding with the project design being completed in FFY 2024 and construction initiated in FFY 2025, and

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

WHEREAS, on November 9, 2023 the PCAA Board approved Task Order No. 4 with McClure Engineering Company in the amount of \$757,450.00 for the Runway 18/36 Reconstruction – Final Design and Bidding Services, and

WHEREAS, staff and McClure subsequently completed additional, unexpected negotiations with the Federal Aviation Administration (FAA) on the scope of the design services for Task Order Number 4, and

WHEREAS, said negotiations resulted in a reduction in the scope of the design services such that McClure reduced their corresponding fees, providing a revised contract amount for Task Order No. 4 of \$754,030.00.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Aviation Authority approves the Revised Task Order No. 4 with McClure Engineering Company for the Runway 18/36 Reconstruction – Final Design and Bidding Services in the amount of \$754,030.00.

BE IT FURTHER RESOLVED that the Chairperson is hereby authorized to sign the revised Task Order No. 4 facilitating the said agreement.

Dated at Ankeny, Iowa, this 7th day of December, 2023.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

Project No.: 2022001042-004
Project Name: Reconstruct Runway 18/36: Design and Bidding
Ankeny Regional Airport (IKV)
Project Manager: Jay A. Pudenz, PE, LEED AP

**TASK ORDER NO. 4
AGREEMENT FOR ENGINEERING SERVICES
ANKENY REGIONAL AIRPORT
ANKENY, IOWA**

This **TASK ORDER NO. 04**, made on the _____ day of _____, 202__, 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, terms and conditions outlined in this Task Order. The **Consultant** shall provide engineering services at the request of the **Owner** which consists of the items listed below, located at the **Ankeny Regional Airport (IKV)**.

PROJECT DESCRIPTION:

**ANKENY REGIONAL AIRPORT
DESIGN AND BIDDING SERVICES
RECONSTRUCT RUNWAY 18/36
FAA AIP 3-19-0132-029-2024**

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 (AIP Eligible)

Item	Included	Not Included
200. Existing Conditions		
1. Data Gathering/Inventory		X
2. Existing Condition Drawings		X
3. Testing for Asbestos in Building to be Demolished (Asbestos Mitigation not included)		X
4. Storm Sewer Televising (Owner to contract separately with Contractor)		
• Review existing conditions of 48" RCP under intersection of RWY 18/36 and RWY 4/22	X	
• Review existing conditions of 54" RCP under RWY 18/36	X	
5. Geographical Information Systems		X
6. Environmental Assessment		X
7. Airspace Obstruction Survey		X
300. A. Airport Improvement Program (AIP) Grant Administration		
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
B. Bipartisan Infrastructure Law (BIL) Grant Administration		
1. Prepare BIL Grant Application		X
2. Prepare BIL Sponsor Certifications		X
3. Prepare BIL Invoice Summary & assist Owner with monthly Reimbursement requests		X
4. Prepare BIL Sponsor Quarterly Performance Requests		X
5. Prepare BIL Financial Reports (SF-271 and SF-425 Forms)		X
400. Preliminary Design		
1. Conduct Project Kickoff Meeting (virtual). Prepare agenda and distribute minutes. (Attended by PM, 2 Sr. PE's, and Staff Engineer)	X	
2. Confirm Scope, Extent and Character of the Project:		
• Final Design Criteria		X
• Field Survey to Determine Existing Conditions (1-4 hour visit by PM, Eng II, and Project Engineer)		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		X
2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner		X
3. Coordinate field exploration with Owner		X
4. Review Geotechnical Results and provide comments		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 (AIP Eligible)

- 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>		
	100. Airport Master Planning and Reports	Lump Sum	\$
X	200. Existing Conditions	Lump Sum	\$ 3,220
X	300. Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$ 7,950
X	400. Preliminary Design	Lump Sum	\$ 8,180
	435. Soil Boring Coordination	Lump Sum	\$
X	500. Final Design		
	A. 30% Design	Lump Sum	\$ 175,570
	B. 90% Design	Lump Sum	\$ 426,990
	C. Issued for Bid (100%)	Lump Sum	\$ 49,260
X	504. Construction Permits	Lump Sum	\$ 2,650
X	602. Advertise, Bidding, Contract Award	Lump Sum	\$ 25,870
	700. Topographic Survey	Lump Sum	\$
X	800. Project Closeout	Lump Sum	\$ 1,800
X	850. Project Management and Coordination	Lump Sum	\$ 48,660
	960. Subconsultants	Lump Sum	\$
		TOTAL:	\$ 750,150

Part II: Design and Bidding Services (AIP Ineligible)

- 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>		
X	400. Preliminary Design	Lump Sum	\$ 3,880
		TOTAL Part II:	\$ 3,880
		TOTAL Part I and Part II:	\$ 754,030

- 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:

Electrical design as it relates to any airfield electrical or NAVAID design will be considered as an Additional Service that will be added via a Supplemental Agreement if deemed necessary following review at the 30% level - see Task 500.A.4. At this time, it is assumed that there are no known drainage issues within the project limits for the runway. It is also assumed that the 48" RCP and 54" RCP that convey storm water under Runway 18/36 are in good conditions and do not require replacement.

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

INTENTIONALLY LEFT BLANK

EXHIBIT C

McCLURE

DETAILED SCOPE OF WORK
RECONSTRUCT RUNWAY 18/36

EXHIBIT 'C'

DETAILED SCOPE OF WORK RECONSTRUCT RUNWAY 18/36 DESIGN AND BIDDING SERVICES

PROJECT DESCRIPTION:

This project will reconstruct Runway 18/36 at the Ankeny Regional Airport in Ankeny, Iowa.

Runway 18/36 was originally constructed in 1993. Since then, pavement maintenance such as crack/joint seal, slab replacement, and patching have taken place in 2008, 2020, 2021, 2022, 2023. As evidenced by the increasing frequency of these maintenance efforts, the conditions on the runway are becoming difficult for the Airport to maintain. It is necessary to reconstruct the existing 5,500 ft of Runway 18/36 to handle the airport's increased aircraft loads. An Environmental Assessment is being completed for this project as well as the Extension of Runway 18 by 500-ft to the ultimate Runway 18/36 length of 6,000 ft and the South Corporate Terminal Improvements and is set to be submitted to the FAA by the end of the calendar year 2023.

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 to establish the pavement design for the final design of the project.

The project scope has been divided into the following eight (8) elements:

Element 1 – Reconstruct Runway 18/36

1. The current length shall be maintained to 5,500 feet.
2. The current width shall be maintained to 100 feet per C-II standards.
3. The threshold locations & centerline runway end coordinates shall not vary more than 6 inches.
4. Groove Runway 18/36.

Element 2 – Runway Intersection

1. Work inside the runway intersection will require the closure of crosswind Runway 4/22 for a phase of construction. Minimizing the closure of this intersection will be critical to the operations at the airport.
2. A modified pavement design as well as an accelerated construction schedule and construction safety plan will need to be developed to minimize the disruption to the crosswind runway.

Element 3 – Runway 4/22 Transition (inside the Runway 18/36 Object Free Area)

1. The width shall be maintained at 75 feet per B-II standards.

Element 4 – Reconstruct/Rehabilitate Taxiways

1. Four (4) taxiway connectors will be evaluated as part of the design of Runway 18/36 to ensure the transition from runway to taxiway pavement meets surface gradient standards per FAA AC 150/5300-13A, *Airport Design*.
 - a. Taxiways A, B, C, and E: The existing fillet geometry adjacent to Runway 18/36 shall be maintained for these taxiways. If any pavement transitions are needed to tie in to the proposed Runway 18/36, these corrections will be done by reconstructing up to two (2) rows of taxiway panels adjacent to the edge of the runway. Taxiway pavement demolition will be minimized to the extent possible. It is possible the Runway 18/36 profile grade may need to be raised or lowered. The runway profile grade and its cross slope will determine the extent of the transition into the taxiway to meet FAA taxiway longitudinal profile standards.

Element 5 – Re-grade the Runway 18 and 36 Safety Areas into compliance (as needed)

1. Re-grade the RSA along both sides of the runway to promote drainage. No portion of the GS critical area is expected to be re-graded except for very minor grading along the runway edge (shoulder). However, this will need to be confirmed with local FAA Tech Ops. The extent of any re-grading therein shall be determined by the 30% submittal to allow time for coordination with the FAA's Air Traffic Organization (ATO) regarding a Reimbursable Agreement (RA) (if necessary). RA coordination is not included in this task order. If it ends up being required, it will be included as an Additional Service in a Supplemental Agreement.
2. Re-grade the RSA beyond the end of Runway 18 and 36 as needed to come into compliance. If adequate justification is provided to re-grade the ERSA within the LOC critical area, a Reimbursable Agreement (RA) would not be necessary as long as the grade changes are kept to a minimum (which is anticipated given the need to tie back into the runway end and the LOC antenna area grades). RA coordination is not included in this task order. If it ends up being required, it will be included as an Additional Service in a Supplemental Agreement.
3. The Engineer will analyze existing grades from the topographic survey and provide justification for re-grading. If existing grades meet FAA standards, the justification to re-grade may be tenuous. If existing grades do not meet FAA standards, the Engineer will design grading plans to mitigate drainage issues.

Element 6 – NAVAIDS/VISUAL AIDS

1. The glideslope and localizer are owned by the FAA. No improvements to this equipment or their associated access roads are anticipated with the following exceptions:
 - a. The glideslope access road will be reconstructed (if needed) up to two (2) panels to the east of Runway 18/36 to match the new runway surface grades.

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 FAA and the Polk County Airport Authority are the known participants in funding the program. Two (2) FAA grants are anticipated to complete this project.
 - a. FAA AIP No. 3-19-0132-029-2024 (Design Only)
 - b. FAA AIP No. 3-19-0132-030-2025 (Construction)
3. The total construction cost for Elements 1 – 6 is estimated at \$13.3M. This estimate assumes that the two storm sewer pipes that pass under Runway 18/36 are in acceptable condition and do not require replacement.
4. At this time, it is assumed that no adjustments will be necessary to the Airfield Electrical System and as well as NAVAIDS, including: PAPIs, REILs, Localizer, and Glideslope
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. It is also assumed that the 48" RCP and 54" RCP that convey storm water under Runway 18/36 are in good conditions and do not require replacement.

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

PART I: DESIGN AND BIDDING SERVICES (AIP ELIGIBLE)

200 Existing Conditions

- 4) Storm Sewer Televising. The Owner will contract separately with a pipe televising contractor.
 - A. Review existing conditions of 48" RCP under intersection of RWY 18/36 and RWY 4/22 to verify the condition of the pipe and its ability to convey stormwater flow as intended. If conditions warrant, this pipe will be replaced as part of the project.
 - B. Review existing conditions of 54" RCP under RWY 18/36 to verify the condition of the pipe and its ability to convey stormwater flow as intended. If conditions warrant, this pipe will be replaced as part of the project.

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 (**Excluded from Task Order #4**)
 - A. Update summary of expenses spreadsheet and submit to Owner on monthly basis.
- 4) Prepare AIP Sponsor Quarterly Performance Reports (assume 12 months) (**Excluded from Task Order #4**)
- 5) Prepare AIP Financial Reports (**Excluded from Task Order #4**)
 - 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 DBE Program (FY24-FY26)
 - A. Update DBE Program Narrative
 - B. Determine number of applicable DBE contractors certified in geographical area and from the Iowa DOT DBE Directory
 - C. Determine number of applicable non-DBE contractors prequalified within the geographical area and with the Iowa DOT
 - D. DBE goal calculation and methodology
 - E. Transmit DBE program to Owner and FAA Civil Rights Office
 - F. Respond to comments from Owner and FAA Civil Rights Office

400 Preliminary Design

- 1) Conduct Project Kickoff Meeting. This meeting will be held virtually with members of the internal design production team (Project Manager, two Sr. Project Engineers, and Staff Engineer) to discuss the scope of the project, coordinate design schedule, and assign tasks for executing design to meet major design milestones
- 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
- 3) Prepare Preliminary "Opinion of Probable Costs" and Project Budget **(Excluded from Task Order #4)**

500 Final Design

- A. 30% Design Phase
 1. Perform Geometric Layout Design (Horizontal alignments previously established as part of past projects):
 - A. Review and incorporate horizontal alignments for the following pavements:
 - (1) Runway 18/36
 - (2) Runway 4/22
 - (3) Taxiway A
 - (4) Taxiway B
 - (5) Taxiway C
 - (6) Taxiway E
 - (7) Runway 36 Glideslope Access Road
 - B. Create proposed vertical profiles for the following pavements:
 - (1) Runway 18/36
 - (2) Runway 4/22
 - (3) Taxiway A
 - (4) Taxiway B
 - (5) Taxiway C
 - (6) Taxiway E
 - (7) Runway 36 Glideslope Access Road
 - C. Complete intersection fillet layout for the following intersections
 - (1) Runway 18/36 & Runway 4/22 (no fillet standards for runway/runway intersections; designed to provide for efficient mowing operations)
 - 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 Parallel Taxiway C profile
 - F. Runway/Runway Intersection Design
 - (1) Surface gradients in accordance with paragraph 3.16.4 of AC 150/5300-13B
 - G. Runway 18/36 longitudinal grade analysis for ultimate 6,000 ft. length
 - (1) Analyze longitudinal grades in accordance with paragraph 3.16.1.2 of AC 150/5300-13B
 2. Perform 30% Airfield Pavement Design **(for runway/runway intersection accelerated construction phase only)**
 - A. Compile Aircraft Traffic Fleet Mix using the FAA's TFMSC database (and other applicable sources as approved by the FAA). (not included – completed as part of Preliminary Engineering phase already completed).
 - B. Finalize pavement designs for 2 reconstruction methods, potentially utilizing alternatives material types for cost effectiveness. For instance, this task will evaluate the best subbase material for use in the concrete pavement section chosen under the Preliminary Design Phase.
 - C. Review pavement life cycle cost analysis comparing the cost effectiveness of each reconstruction strategy. The life cycle cost analysis will be used to determine the most cost-effective reconstruction method.
 - D. Establish Typical section(s) (profile and typical cross section).
 - E. Determine requirements for subgrade stabilization (excavation, backfill, and compaction). These requirements shall be in accordance with the Geotechnical Investigation completed as part of Task Order No. 10 (performed by others).
 3. Perform 30% Airfield Drainage Design
 - 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) **(Excluded from Task Order #4)**
 - (2) Water table analysis from geotechnical report and testing **(Excluded from Task Order #4)**
 - (3) Unsuitable subgrade excavation/stabilization
 - (4) Fill material/borrow sources
 - (5) Establish existing site drainage constraints **(Excluded from Task Order #4)**
 - (6) Evaluate site hydrology and hydrologic conditions **(Excluded from Task Order #4)**

- (7) Evaluate embankment requirements
- (8) 30% Drainage conveyance design
 - (a) Surface Design
 - (b) Subsurface Design
 - (c) Proposed grades and elevations
- (9) 30% Runway 18 End Safety Area Drainage Analysis (**Excluded from Task Order #4**)
- (10) 30% Runway 36 End Safety Area Drainage Analysis (**Excluded from Task Order #4**)
- 4. Review 30% Airfield Electrical / NAVAIDs for potential modifications
 - A. The existing Runway 18/36 HIRL and taxiway edge lighting system was installed in 2015. This task will include review of the existing runway and taxiway edge lighting system for Taxiways A, B, C, & E within the project limits (see **Exhibit G**) and determine the necessary adjustments (if any) to the existing layout due to any necessary updated pavement elevations and determine if any adjustments are needed to the edge lighting system.
 - B. Perform a cursory analysis inside the vault building to determine if any modifications are needed.
 - C. Determine any modifications needed to guidance signs within the project limits (see **Exhibit G**).
 - D. The existing REILs, PAPIs, LOC, and GS will be reviewed in a similar fashion to determine if any adjustments will be needed. No improvements to this equipment or their associated roads are anticipated with the following exceptions:
 - (1) The GS access road will be reconstructed (if needed) up to two (2) panels to the east of Runway 18/36 to match the new runway surface grades.
 - E. Efforts will be made to limit the impact to existing NAVAIDs, but priority will be given to complying with surface gradient and profile requirements for Runway 18/36's design group as described in AC 150/5300-13B, *Airport Design*.
- 5. Develop 30% Airfield Marking Layout
 - 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
 - (2) Taxiways A, B, C, E (inside Runway 18/36 Safety Area)
- 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**.
- 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. Prepare 30% Engineer's Design Report (EDR)
 - A. The 30% EDR will document the criteria, standards, and the recommendations that the Engineer considered for Runway 18/36, intersection of Runway 18/36 and 4/22, and Taxiways A,B,C, & E. The 30% EDR shall be submitted for Owner and FAA approval prior to commencing on the 90% contract documents. The Engineer shall distribute the 30% EDR in accordance with **Table 3**.
- 10. Submit Modifications of Standards
 - A. The Engineer will develop and submit to the FAA any modifications to standards (MOS) for the project as needed. Approval from the FAA will be required prior to proceeding with proposed modifications.
- 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 2-3 Sr. Airport Engineers 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 forty-eight (48) hours by the QC Team.
- 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 3**.
- 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 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
4. Finalize 90% Airfield Pavement Design (**for runway/runway intersection accelerated construction phase only**)
5. Perform 3-D surface modeling and develop proposed contours for the following
 - (1) Runway 18/36
 - (2) Runway 4/22
 - (3) Taxiway A
 - (4) Taxiway B
 - (5) Taxiway C
 - (6) Taxiway E
 - (7) Glideslope Access Road
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**.
10. Prepare 90% Specifications
 - A. The Engineer shall prepare 90% specifications in accordance with **Table 2**.
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 2-3 Sr. Airport Engineers 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 eighty (80) hours by the QC Team.
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 3**.
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. Prepare Construction Safety and Phasing Plan (CSPP)
 - A. Draft CSPP, detailed construction schedule, and associated appendices

- (1) A detailed construction schedule outlining the construction tasks and number or days (work or calendar) required for each task will be submitted and accompany the engineering design report. Two (2) detailed construction schedules will be developed:
 - (a) Overall Runway 18/36 construction schedule
 - (b) Detailed Runway/Runway intersection accelerated construction schedule
 - B. Submit CSPP to FAA for review
 - C. Address FAA comments and finalize CSPP
 - D. Submit Final CSPP to FAA for review
 - E. Address FAA comments on Final CSPP submitted
 - F. Resubmit Final CSPP document for FAA Approval
- C. Issued for Bid (IFB) Package (completed to 100%)
 This phase will consist of the development of final bidding documents for the proposed project. 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, Specifications, and Bid Documents
 - A. The Engineer shall prepare IFB plans and specifications in accordance with **Tables 1, 2, & 3**.
 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 3**.

504 Construction Permits

- 6) 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.
 - A. Prepare Advertisement, Notice of Public Hearing and Letting
 - B. Assist in advertising project in newspaper of record as well as online planrooms
 - C. Contact prospective bidders and contact in the industry via phone and email to generate interest in project
 - D. Maintain Planholder's List
- 2) Conduct Pre-Bid Conference
 - A. The Engineer shall coordinate, prepare an agenda, and conduct a pre-bid conference at the Owner's Location. (up to 3 people shall attend meeting: 1 – Project manager, 1 – Sr. Airport Engineer, 1 – Staff Engineer).
 - B. Provide written minutes of the meeting and distribute to all attendees within seven (7) working days of the meeting.
- 3) Provide Drawings, Specifications, and Bid Documents
 - A. The Engineers shall prepare Issued for Bid (IFB) contract documents and distribute in accordance with **Table 3**.
- 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)
 - A. The Engineer will set up a Teams meeting invite and distribute the meeting info to the Owner and any bidders who would like to attend to meeting.
- 7) Prepare Bid Tabulation
 - A. The Engineer shall develop tabulation of all bids received within three (3) working days.
- 8) Review Bidders Qualifications
 - A. Provide evaluation of checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc.
- 9) Present Bids and Make Recommendation of Award of Contract in Person at Owner's Location (2 people shall attend meeting: 1 – Project Manager and 1 – Staff Engineer)
- 10) Distribute Executed Construction Contracts as follows:
 - A. 3 Copies to Contractor
 - B. 2 Copies to Owner

- C. 1 Copy to FAA

800 Project Closeout

- 1) Prepare Final AIP Grant Closeout Documentation. Prepare grant closeout documentation for design-only grant in accordance with the FAA AIP Sponsor Guide Section 1600, *Grant Closeout*. A summary of the major components to be included in the final grant closeout report are as follows:
 - A. Final SF-271
 - B. Final SF-425

850 Project Management and Coordination

- 1) Develop internal project management (PM) plan. 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 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) Establish Quality Control Plan and Quality Control Review Team
- 7) Maintain documentation of pertinent correspondence (email, letters, telephone logs)
- 8) Prepare 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)

PART II: DESIGN AND BIDDING SERVICES (AIP INELIGIBLE)

400 Preliminary Design

- 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 Incentives and Disincentives (Not AIP Eligible)
 - i) Completing the project within the allotted construction schedule will be critical to the operations at the airport. Along with disincentives, incentives for early completion will be evaluated and presented to the Sponsor. This will need to be coordinated with the FAA as incentives and disincentives are not deemed to be AIP Eligible.

Table 1. Estimated Project Drawings

Sheet Title	# Sheets	30%	90%	IFB (100%)
Cover Sheet	1	X	X	X
Index of Plan Sheets and Estimated Quantities	1	X	X	X
General Legend and Abbreviations	1	X	X	X
General Airport Notes	1		X	X
Project Layout Plan	1	X	X	X
Geometric Layout and Survey Control Plan	1	X	X	X
Safety and Phasing Plans	4	X	X	X
Safety Details	3		X	X
Soil and Pavement Boring Log	2		X	X
Runway 18/36 Existing Conditions	5	X	X	X
Taxiways Existing Conditions	2	X	X	X
Runway 18/36 and Taxiways Existing Typical Sections	2	X	X	X
Demolition Plans	4	X	X	X
Demolition Details	1		X	X
Grading and Drainage Plans	4	X	X	X
Erosion Control Details	2		X	X
Underdrain Plan	4		X	X
Drainage Details	3		X	X
Stormwater Pollution Prevention Plan	1		X	X
Proposed Typical Pavement Sections	3	X	X	X
Runway 18/36 Plan and Profile	5	X	X	X
Runway 4/22 Intersection Plan and Profile	1	X	X	X
Taxiways Plan and Profile	4	X	X	X
Runway 18/36 Joint Layout Plan	5		X	X
Runway 4/22 Intersection Joint Layout Plan	1		X	X
Taxiways Joint Layout Plan	2		X	X
Runway 18/36 Elevation and Geometric Plan	5		X	X
Runway 4/22 Intersection Elevation and Geometric Plan	1		X	X
Runway Intersection Detail	1		X	X
Taxiways Elevation and Geometric Plan	2		X	X
Pavement Joint Details	1		X	X
Marking Removal Plan	4		X	X
Runway 18/36 Marking Plan	4	X	X	X
Taxiways Marking Plan	2	X	X	X
Marking Details	3		X	X
Runway 18/36 Grooving Plan	3		X	X
Grooving Details	1		X	X
Runway 18/36 Cross Sections (@ 50' intervals)	55		X	X
Runway 4/22 Intersection Cross Sections (@ 50' intervals)	4		X	X
Taxiway Cross Sections (@ 50' intervals)	10		X	X
Total	160	45	160	160

Table 2. Estimated Specifications

Front End Specifications	
Cover	
Engineering Seals	
Table of Contents	
Notice of Public Hearing and Letting	
Instruction to Bidders	
Schedule of Prices	
DBE Commitment	
Buy American Forms	
Bid Bond	
Contract/Performance Bond / Payment Bond	
Notice of Award / Notice to Proceed / Acceptance / Identity of Subcontractors	
Insurance Requirements	
Pay Estimate/Change Order/Release by Claimants	
Special Provisions	
Wage Rate Determination	
General Provisions	
General Notes/Project Meetings/Construction Progress Schedules	
Technical Specifications	
C-100: Contractor Quality Control Program (CQCP)	
C-102: Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	
C-105: Mobilization	
C-110: Method of Estimating Percentage of Material Within Specification Limits (PWL)	
P-101: Preparation/Removal of Existing Pavements	
P-152: Excavation, Subgrade, and Embankment	
P-156: Cement-Treated Subgrade	
P-209: Crushed Aggregate Base Course	
P-219: Recycled Concrete Aggregate Base Course	
P-401: Asphalt Mix Pavement	or P-501: Cement Concrete Pavement
P-403: Asphalt Mix Pavement Base Course	
P-602: Emulsified Asphalt Prime Coat	
P-603: Emulsified Tack Coat	
P-501: Cement Concrete Pavement	
P-604: Compression Joint Seals for Concrete Pavements	
P-605: Joint Sealants for Pavements	
P-610: Concrete for Miscellaneous Structures	
P-620: Runway and Taxiway Marking	
P-621: Saw-Cut Grooves	
D-701: Pipe for Storm Drains and Culverts	
D-705: Pipe Underdrains for Airports	
D-751: Manholes, Catch Basins, Inlets	
T-901: Seeding	
T-905: Topsoiling	
T-908: Mulching	
Appendix	
Construction Safety and Phasing Plan	
Geotechnical Investigation	
List of FAA Advisory Circulars	

Table 3. Deliverables

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

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

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.

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EXHIBIT G

McCLURE

PROJECT EXHIBIT
RECONSTRUCT RUNWAY 18/36



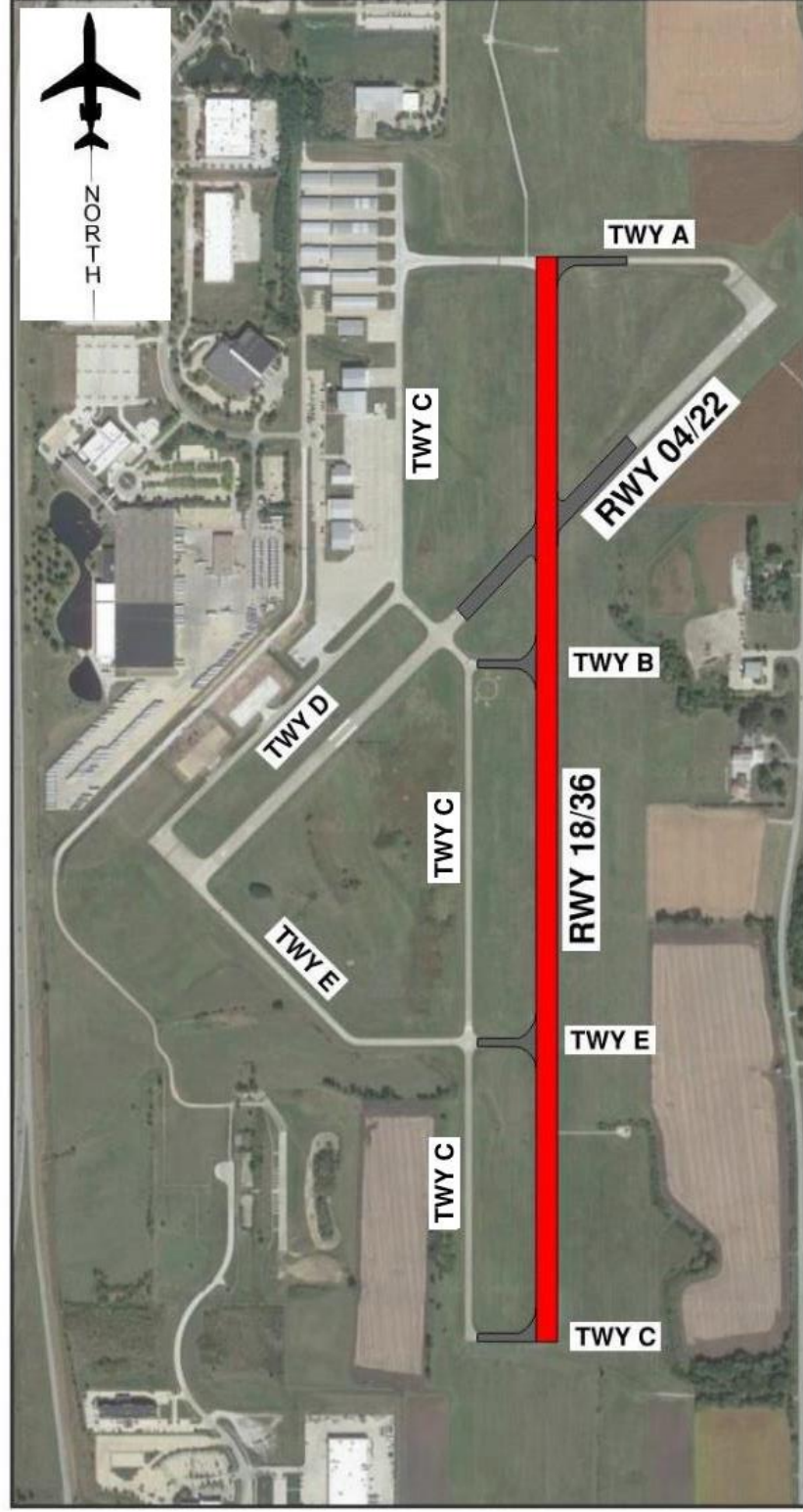
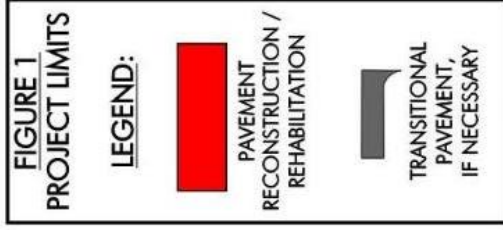


EXHIBIT H

McCLURE

PRELIMINARY OPINION OF PROBABLE COSTS
RECONSTRUCT RUNWAY 18/36



OPINION OF PROBABLE PROJECT COST
 PROJECT: RECONSTRUCT RUNWAY 18/36
 AIRPORT: ANKENY REGIONAL AIRPORT
 DATE: SEPTEMBER 2023

ITEM	ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	GP-50-1	CONSTRUCTION STAKING	1.0	LS	\$ 60,000.00	\$ 60,000.00
2	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	1.0	LS	\$ 30,000.00	\$ 30,000.00
3	C-102-1	STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION AND MANAGEMENT	1.0	LS	\$ 15,000.00	\$ 15,000.00
4	C-102-2	TEMPORARY SEEDING AND MULCHING	35.0	AC	\$ 3,000.00	\$ 105,000.00
5	C-102-3	INSTALLATION AND REMOVAL OF SILT FENCE	12,880.0	LF	\$ 5.00	\$ 64,400.00
6	C-102-4	INLET PROTECTIONS	11.0	EA	\$ 110.00	\$ 1,210.00
7	C-102-5	TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP), TYPE 2C	8,590.0	SY	\$ 15.00	\$ 128,850.00
8	C-105-1	MOBILIZATION	1.0	LS	\$ 900,000.00	\$ 900,000.00
9	C-105-2	TRAFFIC CONTROL	1.0	LS	\$ 90,000.00	\$ 90,000.00
10	C-105-3	CONSTRUCTION AND REMOVAL OF ON-SITE HAUL ROAD	1.0	LS	\$ 30,000.00	\$ 30,000.00
11	C-105-4	LOCATION AND PROTECTION OF EXISTING AND NEW CABLES AND EQUIPMENT	1.0	LS	\$ 7,500.00	\$ 7,500.00
12	P-101-1	PAVEMENT REMOVAL 6" PCC AND 4" ± ASPHALT BASE COURSE REMOVAL	62,000.0	SY	\$ 10.00	\$ 620,000.00
13	P-101-2	EXISTING UNDERDRAIN REMOVAL	13,800.0	LF	\$ 4.00	\$ 55,200.00
14	P-101-3	INTAKE/UNDERDRAIN STRUCTURE REMOVAL	35.0	EA	\$ 300.00	\$ 10,500.00
15	P-152-1	UNCLASSIFIED EXCAVATION	17,250.0	CY	\$ 15.00	\$ 258,750.00
16	P-152-2	EMBANKMENT IN PLACE	3,450.0	CY	\$ 15.00	\$ 51,750.00
17	P-152-3	QUALITY CONTROL TESTING	1.0	LS	\$ 30,000.00	\$ 30,000.00
18	P-156-1	12" CEMENT TREATED SUBGRADE	68,500.0	SY	\$ 9.00	\$ 616,500.00
19	P-156-2	CEMENT	2,430.0	TN	\$ 225.00	\$ 546,750.00
20	P-219-1	8" RECYCLED CONCRETE AGGREGATE BASE COURSE	65,400.0	SY	\$ 18.00	\$ 1,177,200.00
21	P-219-2	SEPARATION GEOTEXTILE	66,340.0	SY	\$ 6.00	\$ 398,040.00
22	P-501-1	8" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT	58,920.0	SY	\$ 85.00	\$ 5,008,200.00
23	P-501-2	8" REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT	8,020.0	SY	\$ 115.00	\$ 922,300.00
24	P-501-3	6" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT (GLIDESLOPE ACCESS ROAD)	40.0	SY	\$ 60.00	\$ 2,400.00
25	P-604-1	COMPRESSION JOINT SEAL	92,300.0	LF	\$ 6.00	\$ 553,800.00
26	P-620-1	PAVEMENT MARKING (WATERBORNE)	1.0	LS	\$ 160,000.00	\$ 160,000.00
27	P-620-2	TEMPORARY PAVEMENT MARKING	1.0	LS	\$ 90,000.00	\$ 90,000.00
28	P-621-1	SAW-CUT GROOVING	61,200.0	SY	\$ 3.00	\$ 183,600.00
29	D-705-1	6" PERFORATED UNDERDRAIN SCHEDULE 40, TRENCHED, INCLUDING POROUS BACKFILL AND FILTER FABRIC	15,180.0	LF	\$ 30.00	\$ 455,400.00
30	D-705-2	6" NON-PERFORATED UNDERDRAIN SCHEDULE 80, TRENCHED	400.0	LF	\$ 25.00	\$ 10,000.00
31	D-705-3	UNDERDRAIN CLEANOUT STRUCTURE	56.0	EA	\$ 2,000.00	\$ 112,000.00
32	D-705-4	UNDERDRAIN OUTLET CONNECTION	14.0	EA	\$ 500.00	\$ 7,000.00
33	D-705-5	UNDERDRAIN CONNECTION TO EXISTING/PROPOSED PIPE OR STRUCTURE	14.0	EA	\$ 1,000.00	\$ 14,000.00
34	T-901-1	SEEDING AND FERTILIZING	35.0	AC	\$ 5,000.00	\$ 175,000.00
35	T-905-1	TOPSOILING (STRIPPING, STOCKPILING, RE-SPREADING)	17,250.0	CY	\$ 18.00	\$ 310,500.00
36	T-908-1	MULCHING	35.0	AC	\$ 4,000.00	\$ 140,000.00
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST						\$ 13,280,850

EXHIBIT I

McCLURE

FEDERAL PROVISIONS
RECONSTRUCT RUNWAY 18/36



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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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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 identity, 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
RECONSTRUCT RUNWAY 18/36



Exhibit J

RECONSTRUCT RUNWAY 18/36 DESIGN AND BIDDING SERVICES ANKENY REGIONAL AIRPORT ANKENY, IOWA

PART I. DESIGN AND BIDDING SERVICES (AIP ELIGIBLE)

I. Direct Salary Costs

Title	Hours	Rate	Cost
Principal	66	\$85.42	\$ 5,638
Project Manager II	398	\$70.90	\$ 28,219
Sr. Project Engineer IV	470	\$65.85	\$ 30,950
Project Engineer II	890	\$58.00	\$ 51,620
Staff Engineer I	1,397	\$33.98	\$ 47,471
CADD Technician	1,126	\$35.45	\$ 39,917
Geotechnical Engineer	16	\$58.00	\$ 928
Project Coordinator	133	\$38.23	\$ 5,085
Administrative Assistant	45	\$32.22	\$ 1,450
Total	4,541		

Total Direct Salary Costs \$ 211,278

II. Labor and General Administrative Overhead*

Percentage of Direct Salary Costs 207.09% **\$ 437,536**

III. Subtotal (I+II) \$ 648,814

IV. Profit

15% of Item III **\$ 97,323**

V. Direct Non-Salary Expenses

8.5x11	4,780 pages	@ \$	0.07 per page	\$ 335
11x17	8,240 pages	@ \$	0.14 per page	\$ 1,154
Full-Size Plots	345 pages	@ \$	0.72 per page	\$ 249
Specs	38 reports	@ \$	50.00 per report	\$ 1,900
Postage	25 mailings	@ \$	15.00 per mailing	\$ 375
Vehicle Mileage	0 miles	@ \$	0.56 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 \$ 4,013

VI. Additional Costs (if necessary)

N/A -

Total Subcontract Costs \$ -

VII. Maximum Total Fee (III+IV+V+VI) \$ 750,150

*Overhead rate is fixed for the duration of this agreement

Exhibit J

RECONSTRUCT RUNWAY 18/36 DESIGN AND BIDDING SERVICES

ANKENY REGIONAL AIRPORT

ANKENY, IOWA

PART II. DESIGN AND BIDDING SERVICES (AIP INELIGIBLE)

I. Direct Salary Costs

Title	Hours	Rate	Cost
Principal	3	\$85.42	\$ 256
Project Manager II	8	\$70.90	\$ 567
Sr. Project Engineer IV	0	\$65.85	\$ -
Project Engineer II	0	\$58.00	\$ -
Staff Engineer I	8	\$33.98	\$ 272
CADD Technician	0	\$35.45	\$ -
Geotechnical Engineer	0	\$58.00	\$ -
Project Coordinator	0	\$38.23	\$ -
Administrative Assistant	0	\$32.22	\$ -
Total	19		

Total Direct Salary Costs \$ 1,095

II. Labor and General Administrative Overhead*

Percentage of Direct Salary Costs 207.09% **\$ 2,269**

III. Subtotal (I+II) \$ 3,364

IV. Profit

15% of Item III **\$ 505**

V. Direct Non-Salary Expenses

8.5x11	50 pages	@ \$	0.07	per page	\$	4
11x17	50 pages	@ \$	0.14	per page	\$	7
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	@ \$	0.56	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 \$ 11

VI. Additional Costs (if necessary)

N/A **Total Subcontract Costs \$ -**

VII. Maximum Total Fee (III+IV+V+VI) \$ 3,880

*Overhead rate is fixed for the duration of this agreement



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

 **Print**

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Airport Signing Project: Preliminary Monument Sign Concepts by 818 Design.

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

December 7, 2023
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Emergency Patching on Runway 18/36 by Ridnour Construction.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Invoice - November 18 Patching

Ridnour Construction

7123 Del Matro Ave

Windsor Heights, IA 50324

+1 5155777840

ridnourconstruction@gmail.com

<http://www.ridnourconstruction.com>

INVOICE

BILL TO

Paul Moritz

Ankeny Airport Manager

410 W. First St.

Ankeny, IA 50023

INVOICE # 2933**DATE 11/18/2023**

DESCRIPTION

AMOUNT

11-17-2023

Clean out holes in runway.

Install supplied Fast Patch # 5000.

Haul away debris from job.

Material and Labor

4,125.00

Please return yellow copy.

BALANCE DUE**\$4,125.00****PAYMENT DUE UPON RECEIPT.**

Balance due 10 days from date of Invoice. All accounts past 30 days will be charged a minimum of 17% per month, plus and legal and collection costs until paid in full.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

 **Print**

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?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

Strengthen Community Engagement

ACTION REQUESTED:

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Update on Vacant/Unused Tee Hangar

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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 Letter



ADDRESS

3700 SE Convenience Blvd
Ankeny, IA 50021

PHONE

(515) 965-1020

FAX

(515) 965-5954

October 25, 2023

Jon Gehrke
Skyhawk Aviation
1604 S. Park Avenue
Oskaloosa, Iowa 52577

RE: Lease Renewal for Aircraft Tee Hangar J-01 at the Ankeny Regional Airport

Jon:

I am contacting you regarding the tee hangar that you lease here at the Ankeny Regional Airport. The annual lease for your hangar, along with all of our tee hangars, is up for renewal at the end of the year.

Annual inspections of the tee hangars are completed in the fall by the City of Ankeny Fire Marshal and myself, with assistance by Exec 1 Aviation. We check for fire hazards and other safety violations. During last month's inspections, we found that your hangar (J-01) did not have an aircraft within it. At that time Exec 1 advised that, to their knowledge, your hangar has not housed an aircraft for an extended period of time. They estimated that the hangar has not been regularly occupied for over one year, and speculated that you may not need the hangar as your aircraft is housed at a different airport.

Your tee hangar lease document states that:

This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the 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.

The above requirement is included in our hangar lease documents because the FAA requires it. While this requirement addresses the issue of a hangar tenant housing a non-airworthy aircraft, it also applies to unoccupied tee hangars. Exec 1 currently has a waiting list of over 60 names of individuals who would rent a tee hangar if one were available.

**ADDRESS**

3700 SE Convenience Blvd
Ankeny, IA 50021

PHONE

(515) 965-1020

FAX

(515) 965-5954

Given the supposedly vacant status of your tee hangar, the PCAA Board will consider the termination of your annual lease at their monthly meeting on December 7, 2023. Before this meeting date, please advise if you wish to continue to lease Tee Hangar J-01 in 2024. If so, please provide concise information on how often and for what durations you will have an aircraft within Tee Hangar J-01. You can respond directly to me at the e-mail or phone number below. Thank you.

Sincerely,

Paul Moritz, PE
Airport Board Manager
pmoritz@ankenyiow.gov
(515) 965-6428



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

 **Print**

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Update on interest in Taxiway D Hangar Pads - Leasing for private hangar development.

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



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

December 7, 2023
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Tee hangar door motor replacement - Exec 1 request.

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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