



Polk County Aviation Authority Meeting

Thursday, November 6, 2025

5:00 PM

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

INSTRUCTIONS TO JOIN ELECTRONIC MEETING:

Please join using this link:

<https://zoom.us/j/98294550961?pwd=MzdjTERQR1Y1SVNWOGhxWFd1b2FRUT09>

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

A. ROLL CALL

B. APPROVAL OF AGENDA

1. Consider motion to approve the November 6, 2025 agenda without amendment.

C. PUBLIC FORUM

D. FBO REPORTS

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

1. FBO Report & Waiting List

E. FINANCE / BUDGET REPORTS

F. CONSENT AGENDA ITEMS

CA - 1. Consider motion to approve the October 9, 2025 minutes.

CA - 2. Consider motion to adopt **RESOLUTION** approving lease agreements with the individuals and/or organizations detailed.

- CA - 3.** Consider motion to approve Payment #3 in the amount of \$184,260.50 to Jensen Builders Ltd for services that include the Reconstruction of the Entrance Roundabout & Terminal Parking Lot project.
- CA - 4.** Consider motion to approve Payment #35 in the amount of \$5,187.50 to McClure Engineering Company for services that include General On-Call Engineering Services.
- CA - 5.** Consider motion to approve Payment #3 in the amount of \$12,750.86 to McClure Engineering Company for services that include Construction Administration and Observation Services to Reconstruct Runway 18/36.
- CA - 6.** Consider motion to approve Payment #7 in the amount of \$3,379.25 to McClure Engineering Company for Site Work & Vertical Infrastructure – Phase 2 - Construction Management, Administration & Observation Services for the North Property Line Box Hangars.
- CA - 7.** Consider motion to approve Payment #3 in the amount of \$18,293.57 to McClure Engineering Company for Construction Administration, Observation & Closeout Services for the Reconstruct Airport Entrance Roundabout and Terminal Building Parking Lot project.
- CA - 8.** Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$295,170.52
- CA - 9.** Consider motion to approve November 2025 Financial Reports.

• **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-09

Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-09.

G. REMOVED CONSENT AGENDA ITEMS:

H. OLD BUSINESS

I. NEW BUSINESS

1. Consider motion to approve the installation of two door entry signs on the Department of Public Safety (Highway Patrol) hangar.
2. Consider motion to adopt **RESOLUTION** accepting two Iowa DOT Grant Agreements for the partial funding of the PCAA Maintenance Storage Facility Project at the Ankeny Regional Airport.
3. Consider motion to approve Change Order No. 2 to Jensen Builders, Ltd. on the "Reconstruct Airport Entrance Roundabout and Terminal Parking Lot" Project in the amount of \$2,000.00 for grading, earthwork and debris cleanup at the south stockpile area at the Ankeny Regional Airport.
4. Consider motion to approve Change Order No. 4 to Jensen Builders, Ltd. on the "Reconstruct Airport Entrance Roundabout and Terminal Parking Lot" Project in the amount of \$880.00 for the installation of an area intake near the front entrance of the Terminal Building.

5. Consider motion to adopt **RESOLUTION** ratifying the signing of the Federal Aviation Administration Grant Offer for replacing the PAPI and REIL Systems on the Reconstruct and Extend Runway 18/36 Project.

J. REPORTS

1. Engineering Report

- a. South Terminal Area Development — Update on possible grant application.
- b. Update on Runway 18/36 Reconstruction and Extension.
- c. Construction Update — Reconstruct Airport Entrance Roundabout and Terminal Parking Lot.

2. Staff Report

- a. Update on the tee hangar inspections — Possible reassignment of two hangars on January 1, 2026.
- b. Update on the leasing of the North Box Hangars — Phase 2 Hangars.
- c. FAA Response — Possible Sale of Properties north of SE Oralabor Road.
- d. FAA Response - Concept for private box hangar ownership transfer.
- e. Update — Airport Manager Interview Process.
- f. Information on Polk County Community Development Grants.

3. Legal Counsel Report

4. Board Report

5. Chair Report

K. ADJOURNMENT



FBO REPORT November 6th, 2025

FUEL SALES

09/26 - 10/25	2025 Gallons	Self Serve	Percent		2024 Gallons	Last Month
100LL	13,727.5	4,112.6	30%		14,684.1	12,542.4
JET-A	29,586.0				31,353.0	33,975.0
Total Gallons	43,313.5				46,037.1	46,517.4
43,313.5 x \$.09/gallon=		\$ 3,898.22				

T-HANGARS

ACCOUNTS RECIEVABLE: Nothing to report.

LEASES: Nothing to report.

WAITING LIST: There are 92 people on the waiting list, two people were removed this past month. 53 people on the list have a plane to put into a hangar, the remaining 39 people do not currently own a plane. 9 people live out of state. Both Box Hangars have been leased.

VIOLATIONS: 10 letters have been sent, and tenants have started remediating their violations.

REPAIRS: A-01: Hangar door motor failed, had it rebuilt.

F-04: The East gust lock sticks, the cable was badly stretched and frayed. All cables were replaced.

MISC: Nothing to report.

AIRFIELD

LIGHTING: Replaced 43 light bulbs on the airfield, most were on taxiway D and E. A taxiway light on B was hit with a mower; the frangible coupling broke thus not damaging the light assembly. The coupling was replaced.

MOWING: Nothing to report.

SNOW REMOVAL: Nothing to report.

WILDLIFE: Nothing to report.

MISC: Runway 18/36: One hole patched with Fastpatch.

TSA visit pertaining to airport security: The TSA was out for the annual flight school inspection and this year they are inspecting airport security and talking with airport operators about security and how to mitigate risks, we had a good conversation, they liked what I am doing out here with airfield security. This will be an annual inspection in the fall.

92 people are on the waiting list.

39 people do not currently have a plane to put into a hangar.

53 people have a plane to put into a hangar.

9 people live out of state.

Pos	Date Added	Name	Plane	Phone	E-Mail	Notes	Passes
T HANGAR							
1	10/9/2020	Brooks Woolson	looking	515-559-6875	brooks.woolson@gmail.com	11/06/21 Dave K talked to him, he'd like to stay on the list 12/21/24: Dave K spoke to Brooks, he's not ready for a hangar so I am going to set his skip counter to 1. 05/02/25: Dave K sent an email to the top 10 people on the waiting list explaining that there should be three T hangars opening this fall and what his interest level would be. If there is no chance he will take a hangar that'll open things up to those further down on the list. 06/09/25: Dave K sent Brooks an email to see if he could take a hangar if it were offered. I followed that up with a phone call but got voice mail. 08/29/25: Dave K I texted Brooks for an update, he got back to me right away that he would have to pass this time. 10/23/25: Dave K sent Brooks an email confirming he would pass if something opens up for December 1st. 10/24/25: Dave K Brooks emailed back that he will have to pass this time. I incremented his skip counter from 1 to 2.	2
2	11/5/2020	James Stogdill	Cardinal N52604	515-240-7700	revjames.stog@gmail.com	12/07/21 - Dave K He called checking on his place on the list. 11/05/21 He e-mailed back on but never got added. I added him. 12/21/24: Dave K spoke to James, he is not ready for a hangar right now. He is hoping to look at a Bonanza between Christmas and New Year if the seller calls him back. There is no guarantee that he will get the plane so I am going to set his skip counter to 1. 05/02/25: Dave K sent an email to the top 10 people on the waiting list explaining that there should be three T hangars opening this fall and what his interest level would be. If there is no chance he will take a hangar that'll open things up to those further down on the list. 06/03/25: Dave K Jim has an stake in a Cardinal so I changed the plane type from a Bonanza to the Cardinal. 08/29/25: Dave K I sent Jim a text asking for an update on the Cardinal and that a hangar should be available in October. James got back to me, the plane is back in DSM (after a wing spare replacement) however his ownership stake has not been established. I let him know that would have to be resolved before he could accept the hangar. 10/23/25: Dave K sent Jim and email asking for an update on the Cardinal ownership. I reminded him he has to be an owner of that plane to accept the hangar. Jim emailed back asking what the lease rate was and if there were anything special to know, I told him the lease rate and sent a copy of the lease for him to review. I did not get an answer on the Cardinal ownership.	1
3	11/20/2020	Todd Lenig	Looking Stearman	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 12/21/24: Dave K spoke with Todd, he does not have a plane at the moment. 05/02/25: Dave K sent an email to the top 10 people on the waiting list explaining that there should be three T hangars opening this fall and what his interest level would be. If there is no chance he will take a hangar that'll open things up to those further down on the list. 06/29/25: Dave K called Todd but got voice mail, I sent him an email asking for an update on the search for a plane. I also let him know about the hangars that should be opening this year. 06/16/25: Dave K Todd got back to me, he has not found a plane yet. 08/29/25: Dave K I sent Todd a text asking for an update on his airplane search and that he may be eligible for a hangar on October. 08/30/25: Dave K Todd texted back and does not have a plane yet and won't be ready in October. 10/23/25: Dave K emailed Todd asking if he's purchased a plane yet and if he'd take a hangar if one were to be offered with a December 1st move in date. 10/24/25: Dave K sent Todd a text asking if he has a plane and if he does will he take a hangar December 1st when one opens. Todd texted back that he will need to pass this time as he will not have a plane. I updated his pass counter from 0 to 1	1

4	4/5/2021	Jacob Greenfield	Building Sonex B	319-573-9783	greenfj17@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He wants to remain on the list 05/02/25: Dave K sent an email to the top 10 people on the waiting list explaining that there should be three T hangars opening this fall and what his interest level would be. If there is no chance he will take a hangar that'll open things up to those further down on the list. 06/09/25: Dave K called Jacob but got voice mail, I sent him an email asking for an update on the construction of his plane. I let him know about the hangars that should be opening this year and that if he was close to being finished he could complete his plane in the hangar. 08/29/25: Dave K I sent Jacob a text asking how he was progressing on his plane as his name may come up in October for a hangar. He got back to me right away, he is considering selling his project. His sister may be moving to Des Moines and owns a Cessna 150 that they will split. 10/23/25: Dave K sent Jacob an email asking for an update on the Cessna 150 and if he would take a hangar offered for a December 1st move in. Jacob got back to me today, his sister is staying in northern MN so he will pass at this time. I've incremented his pass counter from 0 to 1.
5	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. 12/23/24: Dave K texted Mike to see what his interest is, if we get to his name this time around he will take the hangar. 06/09/25: Dave K sent him an email asking if he'd still take a hangar when one becomes available. I also let him know about the hangars that should be opening this year. He wrote back that he's ready to move in when something opens up. 08/29/25: Dave K I sent Mike a text letting him know there is a chance a hangar will open up in October and his name may come up. I asked if he was still interested in moving if one is offered. He got back to me right way and will move as soon as he's offered one. He also made a push for a box hangar, he's been on the T hangar waiting list for a long time and wants a box hangar. I explained how the lottery process works to get one. 10/24/25: Dave K emailed Mike to see if he would like one of the T Hangars that should be available on December 1st. Mike said he'll take one.
6	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. 06/30/25: Dave K texted Matt to get his N number and to see if he'd take a hangar if one were to come open this year. 07/25/25: Dave K texted Matt a second time to get his N number and to see if he'd take a hangar if one were to come open this year. 10/24/25: Dave K emailed and texted Matt to see if he would like one of the T Hangars that should be available on December 1st. He is number 4 but I think two of the people ahead of him will pass. I never received a response from my email and text from last June and July.
7	6/8/2021	Paul Peterson	Cessna 180 N5466E	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. 06/30/25: Dave K texted Paul to get his N number and to see if he'd take a hangar if one were to come open this year. He responded asking about the rates, he gave me his tail number. The plane appears to only have flown twice this year (back in March) up around Charles City, IA. The owner may live in Florida. 10/23/25: Dave K looked, the plane has flown 6 times this year, most recently on 10/02/25. 10/24/25: Dave K emailed Paul to see if he'd be interested in a hangar in December if one were offered. I let him know the plane must be here at least 6 months out of the year.
8	8/12/2021	David Hogan	RV6 N709RW	949-410-5823	rv709rw@gmail.com	08/12/21: Dan Stull: David called in, I told him to email me. Have not received email. 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. 06/30/25: Dave K texted David to get his N number and to see if he'd take a hangar if one were to come open this year. He emailed back asking about pricing and the amenities the hangar has, he asked about heat in the winter (there is none). David appears to be based in Perry. 10/24/25: Dave K emailed David to see if he'd be interested in a hangar in December if one were offered. If several people ahead of him pass his name may come up. 10/25/25: Dave K sent a text to David about the hangar.

9	8/23/2021	Kurt Wegge	LongEZ N85LD	224-456-6092	123kwegge@gmail.com	11/05/21: Dave K - emailed asking if he is still interested. He emailed back, he wants to stay on the list. 07/02/25: Dave K Kurt and I have been talking, he's ready to move into a hangar when one becomes available. 10/24/25: Dave K emailed Kurt to see if he'd be intertested in a hangar if his name comes up for a December move in date. He got back to me and is ready to move in when a hangar opens up.
10	8/31/2021	Sam Marcsisak	looking	515-208-7946	sam@midioawelectric.com	11/5/21 Dave K - emailed asking if he is still interested. 11/08/21 emailed back asking to stay on list. 10/24/25: Dave K texted Sam to see if he has purchased a plane yet. I let him know he may come up for a T hangar sometime in 2026. He has not purchased anything yet.
11	8/31/2021	Chad Larson	Piper Saratoga N11YT	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. 11/05/21: Dave K - emailed asking if he is still interested. He emailed back to stay on the list. 07/25/25: Dave K Texted Chad asking for his N Number. Chad texted me his N Number. 10/26/25: Dave K emailed Chad asking if he'd be ineretsed in a hangar in December or January if one opens up. 10/27/25: Dave K Chad got back to me, he will take a hangar when one opens up.
12	9/7/2021	Larry Plathe	looking - Malibu	515-508-1290	plathelarry@mchsi.com	11/05/21: Dave K - emailed asking if he is still interested. 10/27/25: Dave K sent an email and text to Larry asking if he has a plane and if he'd take a T Hangar if his name comes up at the end of the year.
13	10/4/2021	Kolbe Stenoien	Looking C172 or A36	515-201-6542	stenoien2@gmail.com	11/05/21: Dave K - emailed asking if he is still interested. He emailed back that he wants to remain on the list. 10/27/25: Dave K sent an email and text to Kolbe asking if he has a plane and if he'd take a T Hangar if his name comes up at the end of the year. His Facebook page shows he now lives in IL.
14	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. 10/27/25: Dave K sent an email and text to Ben asking if he has a plane and if he'd take a T Hangar if his name comes up at the end of the year.
15	11/29/2021	Nile Ackerman	RV-6 N61LE	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. 07/25/25: Dave K Texted Nile asking for his N Number. Nile texted me his N Number.
16	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.
17	1/26/2022	Solar Flying Club	Looking	515-229-7016	jlsass13@gmail.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. 11/04/24: Dave K sent Doug and email that his name is now on the list since Jeneanne is no longer in the club. 05/30/25: Dave K changed the name to Jesse since Doug is no longer in the club.
18	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.
19	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.
20	3/3/2022	Ken King	Looking	515-350-6201	kennethscottking@gmail.com	03/03/22 - Dave K - Ken e-mailed asking to be put on the list.
21	3/16/2022	Adam Obrecht	Bonanza A36 N8261K	515-778-8964	aobrecht@aowealthadvisory.com	03/16/22 - Dave K - Adam e-mailed asking to be put on the list.
22	44672	Austin Lanphier	Looking	641-295-3058	lanphierproduce@gmail.com	04/21/22 - Dave K - Austin e-mailed asking to be put on the list. 10/24/25: Dave K texted Austin to see if he wants to remain on the waiting list now that he has a box hangar. Nichole got back to me to stay on the list, they may be buying more planes in the future.
23	4/28/2022	Marc Broer	Stinson 108 N934C	515-249-8511	skycoupe318@gmail.com	04/28/22 - Dave K - Marc e-mailed asking to be put on the list. 07/25/25: Dave K Texted Marc asking for his N Number. He texted the number to me.

24	5/31/2022	John Kolbo N4747V	Bellanca Viking	402-681-0976	johnkolbo18@gmail.com	05/31/22 - Dave K - John e-mailed asking to be put on the list. 07/25/25: Dave K Texted John asking for his N Number. John texted it back.
25	6/2/2022	Bill Bergren	Cessna 182 N3210Y	515-669-6331	bbergren1728@gmail.com	06/02/22 - Dave K - Bill e-mailed asking to be put on the list. 07/25/25: Dave K Texted Bill asking for his N Number. Bill sent me his N Number.
26	6/17/2022	Jeremy Sikes	Cessna 182 N8711T	505-934-3244	flyabq@yahoo.com	06/17/22 - Dave K - Jeremy e-mailed asking to be put on the list.
27	7/10/2022	Harold Petro	Cessna 140 N76843	515-402-1558	harleyguydsm@gmail.com	07/10/22 - Dave K - Harold e-mailed asking to be put on the list. 07/25/25: Dave K Texted Harold asking for his N Number. Harold texted me his N Number.
28	7/11/2022	Greg Jensen	Cherokee 235 N8655W	515-291-3909	gregj@jcorpdesignbuild.com	07/11/22 - Dave K - Greg e-mailed asking to be put on the list. 07/25/25: Dave K Texted Nile asking for his N Number. Greg sent me his N Number.
29	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.
30	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.
31	9/6/2022	Nichole Needs	Cessna 150 N60538	515-518-7356	nichole.triplett@gmail.com	09/06/22 - Dave K - Nichole e-mailed asking to be put on the list. 10/24/25: Dave K texted Nichole to see if she wants to remain on the waiting list now that she has a box hangar. She got right back to me to stay on the list as she may be buying more planes in the future.
32	9/7/2022	Gravis Alger	Looking	515-650-1620	gravis.alger@gmail.com	09/07/22 - Dave K - Gravis e-mailed asking to be put on the list. 07/25/25: Dave K Texted Gravis asking for his N Number. He texted back that he does not have a plane, I removed the Cirrus and added Looking.
33	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.
34	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. 11/07/24: I found the request he put in back on 01/06/23 asking to be added. I talked with Paul Moritz and we concluded that Rocky should be moved to his rightful position, there was a clerical error on Dave's part that caused him not to be added when the request was made. Dave called and then emailed Rocky with the news of his advancement up the list.
35	2/14/2023	Wing It LLC	Piper Cherokee N777KC	515-313-5585	smothers.taylor@gmail.com	02/14/23 - Dave K - Dave e-mailed asking to be put on the list. 07/21/25: Dave K removed Dave Seyberts email address as he now lives in North Carolina, Taylor Smothers email address was added,
36	2/14/2023	Aaron Hopkins	Cessna 172 N739YM	515-732-4133	aahopkins@gmail.com	02/14/23 - Dave K - Aaron e-mailed asking to be put on the list. 07/25/25: Dave K Texted Aaron asking for his N Number. Aaron texted me his N Number.
37	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.
38	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.
39	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.
40	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.
41	10/24/2018	Todd Slezak	Arrow III	319-210-3793	slezcorp@gmail.com	11/03/21 Dave K - email sent asking if he was still interested in a hangar. 11/05/21 Dave K sent a text asking about his interest. He texted back to stay on list. 09/22/22 Dave K e-mailed that he was next up and to verify that he wants to remain on the list. 05/05/23 Dave K emailed Todd letting him know he is next up and to verify he still wants a hangar. 05/08/23 Dave K texted Todd to see if he saw my email, he would like moved to the bottom of the list as he has a partnership in Ames. I asked him to send that back to me as an e-mail. 05/13/23 Todd emailed and said to move him to the back of the list.
42	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.
43	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.

44	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.
45	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.
46	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.
47	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.
48	6/7/2017	Mike Hubbell	NX Cub	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.
49	12/5/2023	Evan Reiman	Cirrus N906CT	515-218-0802	evanreiman@gmail.com	12/5/23 Kappy R received a call from Evan she e-mailed the information to Dave K.
50	12/10/2023	Jesse Tischer	Cessna 205 N205HN	701-306-1920	jessegtischer@gmail.com	12/10/23 Dave K received an e-mail from Jesse to be added to the list, I emailed his position back to him.
51	12/20/2023	Samuel Rankin	SR22 N119WZ	515-321-4199	sam@etchoutdoor.com	12/20/23 Dave K received an e-mail from Sam to be added to the list, I emailed his position back to him. 08/12/24 Dave K received an email from Sam with his aircraft information.
52	2/8/2024	Kent Lehs	Cessna 182 N101AM	515-669-2969	kentlehs@gmail.com	02/08/24 Dave K received an e-mail from Kent to be added to the list, I emailed his position back to him. 10/23/25: Dave K updated the tail number to be correct.
53	2/12/2024	Scott Moritz	Looking	515-344-2083	smoritz@clearairinc.com	02/08/24 Dave K received an e-mail from Scott to be added to the list, I emailed his position back to him.
54	3/21/2024	Jacob Anderson	Citabria	714-330-6642	jagraphix01@gmail.com	03/21/24 Dave K received an e-mail from Jacob to be added to the list, I emailed his position back to him.

55	4/10/2024	Christian Fitzgerald	Zenith 601XL-B N423DS	505-508-9808	cdfitzgerald95@gmail.com	04/10/24 Dave K received an e-mail from Christian asking to be added to the list, I emailed his position back to him.
56	4/14/2024	Jordon Elwell	Looking	515-240-4698	jelwell@midwestfoodslc.com	04/14/24 Dave K received an e-mail from Jordan asking to be added to the list, I emailed his position back to him.
57	4/18/2024	Curt Nelson	Piper Archer 180 N2501R	515-729-4227	CNELSON75@msn.com	04/18/24 Dave K received an e-mail from Curt asking to be added to the list, I emailed his position back to him. 08/28/24 Dave K received an e-mail from Curt with the info on the plane he now owns, he was looking when added to the list.
58	3/21/2016	CAP - Darrel Mullins	Looking / possible CAP plane	515-490-6779	darrelmullins@me.com	05/05/21 Dan - passes 11/05/21 Dave K - emailed asking if he is still interested. Wants to stay on list. 10/26/23 Dave K called Darrel to see if he is interested, I left a voice mail and sent a text. 10/27/23 Dave K spoke with Darrel, he has a glider in Ames so moving that to IKV does not make sense. He is going to check with CAP leadership to see if they would like to move one of their planes here. When Darrel first got onto the list it was for him or CAP. 04/09/24 Dave K emailed Darrel to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. 04/18/24: Dave K email Darrel again as I have not heard back from him. I told him if I don't get a response from him I am going to skip him if a hangar becomes available. Darrel emailed back and says CAP doesn't need the hangar so he'd like to be moved to the bottom of the list.
59	4/21/2024	Steven Chester	Bonanza N8570M	720-301-9197	stevengchester@hotmail.com	04/21/24 Dave K received an e-mail from Steven asking to be added to the list, I emailed his position back to him.
60	4/25/2024	Barb Spencer	Looking	515-664-7901	mrandsrskiwi@gmail.com	04/25/24 Dave K received an e-mail from Barb asking to be added to the list, I emailed her position back to her.
61	6/21/2024	Steve McClatchey	C172A N7689T	712-390-3607	smcclatchey51@gmail.com	06/21/24 Kappy spoke with Steve and she sent me his information.
62	8/23/2024	Arron Weeks	Lancair 235 N32TG	561-213-7614	aaron@weeksgrp.com	08/23/24 Dave K received a call from Aaron asking to be added to the list.
63	10/1/2024	Kirk Eno	Looking	319-321-6202	kirkeno@gmail.com	10/01/24: Dave K received a call from Kirk asking to be added to the list. 10/23/25: Dave K Kirk purchased a plane with Nate Booth and they've moved into a T Hangar. I emailed him asking if he wants removed from the list or if he would like to stay on it. Kirk got right back to me that he'd like to stay on the list, there may be a second plane in the future.
64	10/1/2024	Cody Christensen	Looking	515-291-7557	codyc8043@gmail.com	10/01/24 Dave K received a call from Cody asking to be added to the list.
65	10/3/2024	Brett Hoben	Looking	563-581-1144	bhoben@hotmail.com	10/01/24 Dave K received an email from Brett asking to be added to the list.
66	10/9/2024	Jeremy Whitver	Cessna 150 N5857G	515-480-6515	jeremy.whitver@gmail.com	10/09/24 Dave K received an email from Jeremy asking to be added to the list.
67	10/20/2024	Matthew Clark	Looking for a Cessna 150	515-468-1018	Matthewcla9@gmail.com	10/20/24 Dave K received an email from Matthew asking to be added to the list.
68	10/24/2024	Dalexis Carrion Estrada	Looking for a Bonanza C35	319-610-9350	dalexis15@hotmail.com	10/24/24 Dave K: Dalexis stopped in asking about space so I got his info and added him to the list.
69	12/9/2024	Aleah Voigt	Cessna 172 N172PR	218-616-4675	voigtaleah5@gmail.com	12/09/24 Dave K received an email from Aleah asking to be added to the list.
70	12/13/2024	Drew Smith	Looking	515-971-4886	Drew@armorelectriccompany.com	12/13/24 Dave K received an email from Drew asking to be added to the list.
71	12/19/2024	Mike Vesey	Cirrus SR22T N24WD	515-419-4909	mike@vesey.com	12/19/24 Dave K received an email from Mike asking to be added to the list.
72	12/28/2024	Scott Hogue	Grumman Yankee N9962L	515-779-2447	rshogue12@gmail.com	12/28/24: Dave K and Scott talked about his hangar (A-06), he has not had a plane in it for the year he had the hangar so he gave the hangar up and asked to be put back on the list.
73	1/15/2025	Mike Kanne	Comanche N9243P	507-440-0515	mjkanne@gmail.com	01/15/25: Dave K received a call from Mike asking to be added to the list.
74	1/21/2025	BruceVanderpool / Sara Allen	Looking	515-988-1457	bjvande59@gmail.com	01/21/25: Dave K received an email from Bruce asking to be added to the list.
75	2/24/2025	Jahmy Hindman	Looking Curris SR22	563-663-7193	HindmanJahmyJ@johndeere.com	02/24/25: Dave K received an email from Jahmy asking to be put on the list.

76	2/25/2025	Ted Quick	Looking for an Archer	515-270-0779	dianangg@yahoo.com	02/25/25: Dave K took a call from Ted, they are looking to purchase an Archer and are looking for hangar space. Diana 510-725-9256 and their son are checkride ready.
77	2/26/2025	Larry Chase	Cessna 182 N2070G	515-249-5263	Larry@paper-systems.com	02/26/25: Dave K received an email from Larry asking to be added to the waiting list.
78	3/25/2025	Mike callison	Stinson 108-3 N6528M	515-505-9111	MLCallison8@gmail.com	03/25/25: Dave K received an email from Mike asking to be added to the waiting list.
79	4/7/2025	Dr Robert Lee	Cirrus SR22 N91GL	515-360-3111	r.a.lee@me.com	04/07/25: Dave K received an email from Robert asking to be added to the waiting list.
80	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. 04/09/24 Dave K emailed Jeff to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. 04/18/24: Dave K email Jeff again as I have not heard back from him. I told him if I don't get a response from him I am going to skip him if a hangar becomes available. Jeff emailed back stating he will need to pass this time. The hangar did not become available so I did not increase the pass counter. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. 08/06/24 Dave K never heard back from Jeff so I'm moving on to the next person. 10/17/24 Dave K sent an email that we may have a hangar open up at the end of the year. I told him if he passed I would NOT increment the pass counter since we just had an opening a month ago. 10/21/24 Dave K has not heard from Jeff so I am moving to the next person on the list. 11/04/24: Dave K sent an email letting him know there should be three T Hangars becoming available in late 2025. I decided to call Jeff, he saw my messages but has been busy and not replied. He is still contemplating what to do for a plane. I made sure that he understands that if he passes the next time he will go to the bottom of the list. 12/17/24: Dave K sent an email letting him know that I have a hangar opening January 1st but I will not increment the skip counter this time, it will increment with the next hangar that comes available if he doesn't have a plane to put into it. 12/20/24: Another T hangar has come open, I am not going to increase the skip counter until the next available after January 1st, we've had three open up within the last month. 05/02/25: Dave K sent an email to the top 10 people on the waiting list explaining that there should be three T hangars opening this fall and what his interest level would be. If there is no chance he will take a hangar that'll open things up to those further down on the list. 05/06/25: Dave K sent Jeff a text to see if he received my last email and I sent him a message through Facebook messenger and a mutual friend is going to reach out to him to see if he's received my messages. 05/27/25: Dave K No response to my text or Facebook message send on 05/06/25. 06/02/25: Dave K Hangar H-05 has opened up, I called Jeff and he needs to pass, he understands that he will be moved to the bottom of the list. This is his third pass.

81	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. 04/09/24 Dave K emailed Dan to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. 04/18/24: Dave K spoke with Dan today, he is going to pass. The hangar did not become available so I did not increase the pass counter. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. 08/06/24 Dave K never heard back from Dan so I'm moving on to the next person. 10/17/24 Dave K sent an email that we may have a hangar open up at the end of the year. I told him if he passed I would NOT increment the pass counter since we just had an opening a month ago. 10/21/24 Dave K has not heard from Dan so I am moving to the next person on the list. 11/04/24: Dave K sent an email letting him know there should be three T Hangars becoming available in late 2025. 12/17/24: Dave K sent an email letting him know that I have a hangar opening January 1st but I will not increment the skip counter this time, it will increment with the next hangar that comes available if he doesn't have a plane to put into it. 12/20/24: Another T hangar has come open, I am not going to increase the skip counter until the next available after January 1st, we've had three open up within the last month. 05/02/25: Dave K sent an email to the top 10 people on the waiting list explaining that there should be three T hangars opening this fall and what his interest level would be. If there is no chance he will take a hangar that'll open things up to those further down on the list. 06/02/25: Dave K Hangar H-05 has opened up, I sent Dan an email asking if he was interested if the people ahead of him pass. 06/03/25: Dave K I did not hear back from Dan and since this is his third pass he's moved to the bottom of the list.
82	6/27/2025	Greg Mehrhoff	Cherokee 140 N40984	515-250-1755	greg.mehrhoff@gmail.com	06/27/25: Dave K received an email from Greg asking to be added to the waiting list.
83	7/1/2025	Carter Albrecht	Looking for a Cirrus	515-822-4779	carter.albrecht@brownwinick.com	07/01/25: Dave K received a call from Carter asking to be added to the waiting list.
84	7/8/2025	Brian Larson	looking for a 182	515-520-7246	brianklarson@yahoo.com	07/08/25: Dave K received an email from Brian asking to be added to the waiting list.
85	7/25/2025	Jonathan Morgan	Looking	515-557-0568	jonathanmorgancfi@gmail.com	07/25/25: Dave K received an email from Jonathan asking to be added to the waiting list.
86	7/28/2025	Timothy Mahoney	2005 Sting Sport N606N	602-405-3096	yabiah.cox@gmail.com	07/28/25: Dave K received an email from Timothy asking to be added to the waiting list.
87	8/11/2025	Daniel Strait	Cessna 182 N3350F	515-238-6989	danstrait123@yahoo.com	08/11/25: Dave K received an email from Daniel asking to be added to the waiting list.
88	9/3/2025	Chris Janssen	Mooney M20C N78875	515-205-8611	crjanssen72@gmail.com	09/03/25: Dave K received an email from Chris asking to be added to the waiting list.
89	9/9/2025	Dan Gannon	Cessna 182 N3340R	515-314-2629	dgannon2629@gmail.com	09/09/25: Dave K received an email from Dan asking to be added to the waiting list.
90	10/3/2025	Jason Rohlf	American Champion 8GCBC N395T L-19 N5308G	563-886-7073	flyjasonrohl@gmail.com	10/03/25: Dave K received an email from Jason asking to be added to the waiting list.
91	10/15/2025	Ryan Rock	Cirrus SR22 on order	515-240-5661	rrock@empireagllc.com	10/15/25: Dave K received an email from Ryan asking to be added to the waiting list.

92	6/10/2020	Kayode Fajingbesi	Cessna 182 N251ME	713-825-8262	Kay.Faji@yahoo.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. 12/17/24: I sent Kayode a text letting him know that H-05 is available as of January 1st if he wants it. 12/20/24: Dave K texted him that there is a T Hangar available, he said to skip him this time. I will set his skip counter to 1. 03/19/25: Dave K sent him and email that there might be one opening up on April 1st and if he's interested in it if it does. 03/24/25: He is not interested at this time and will stay at DSM, he did ask about the hangar size. 05/02/25: Dave K sent an email to the top 10 people on the waiting list explaining that there should be three T hangars opening this fall and what his interest level would be. If there is no chance he will take a hangar that'll open things up to those further down on the list. 06/03/25: Dave K sent Kayode an email asking if he'd be interested in the next hangar that opens up, I should have one in a couple of months. I said that if I did not hear from him I would assume he's not interested and I'd move down the list. 06/09/25: Dave K I received a call today that a tenant is going to move out this month, I called Kayode and got his voice with a message that said his voice mail is full. He has not responded to any of my emails so I am moving on to the next person on the list. I have incremented his skip counter to 2. 07/25/25: Dave K texted Kayode to get his N number. He has not responded to any of my last few communications. 07/27/25: Dave K Kayode texted me his N Number. 08/29/25: Dave K I sent him a text letting him know something should open up in October and he's next up. I also let him know if he passes this will be the third time and he will move to the bottom of the list. 09/27/25: Dave K Kayode emailed Dave asking if he could pass his spot on to someone else, I told him no, he cannot do that. 10/23/25: Dave K I sent him an email letting him know he is number 1 on the list and if he plans on moving when the hangar becomes available which is likely to be December 1st. 10/24/25: Dave K sent him a text asking if he'd like one of the T hangars opening up in November for a December 1st move in. He got back to me with some quesitons about the size and lease rate. I replied with the answers, he said he may be needed a bigger hangar soon. He replied back and said he will pass at this time. 10/25/25: Dave K Since this is his third pass I moved him to the bottom of the list and I sent him an email asking if he'd like to remain on the list.
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Pos	Date Added	Name	Plane	Phone	E-Mail	Notes	Passes
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 Jeff spoke to Dave, he's not quite ready to move to a South facing hangar, after speaking with Dan Stull we saw no reason we couldn't swap Jeff and Scott Wallace who is currently number 2). 11/10/23 Dave K I sent Jeff an e-mail telling him there may be a South facing hangar opening January 1st. 11/15/23 Dave K I sent Jeff another e-mail stating if I don't hear back I will move to the next person. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it. He emailed back stating he'd like to remain on the list. 10/07/24 Dave K sent Jeff an email seeing if you'd like to look at D-01 is it become available. 10/10/24 Dave K received a reply from Jeff wondering when it will be available, I said as soon as the plane sells. 10/21/24 Dave K informed Jeff that the hangar will be available on November 1st. Jeff is going to pass on this one, he understands that if he doesn't take the next one he will go to the bottom of the list. 05/01/25 Dave K sent an email that I-01, 02 and 03 would be opening up this fall and if he'd like to get one or see one to let me know. He will get with me at some point to see the hangars. 05/05/25 Dave K Jeff was out and will probably move to I-01 when it opens up. 09/03/25 Dave K I sent Jeff an email letting him know that a November movin date is possible. 10/01/25: Dave K sent Jeff an update with an update that November is still a possibility. 10/23/25: Dave K sent Jeff an update that the move in date should be sometime in November, I asked for him to confirm he will move once the hangar becomes vacant. Jeff got right back to me that he wants to move.	1
2	2/15/2016	Paul Reinke	E4 - Experimental	515-201-4762	preinke@energycontroltechnologies.com	Paul is building a plane that will eventually go in the hangar. 06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when on becomes available. 11/15/23 Dave K sent an email asking if he wants to stay on the South facing list along with his position. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it. 05/01/25 Dave K note - I-01, 02 and 03 should be opening up this fall, Paul is already in a south facing hangar. When the time comes I will see if he wants to move to the bottom of the list or retain his position for three offererings before moving to the bottom. He is number 27 on the main waiting list. He will need to get to the number 1 position on the mail list before he is eliglbe for a south facing hangar.	
3	12/27/2016	Dave Kalwishky	E10 - C182	515-314-7060	dave@kalwishky.com	12/15 Dianna: Declined A-2 and asked to stay on the list, but move to the bottom. 06/28/23 Dave K: passed, asked to stay on list. 06/22/23 Dave K asked himself if he wanted to stay on the South facing list and he said yes. 11/15/23 Dave K asked himself if he wanted to stay on the South facing list and he said yes. 08/23/24 Dave K asked himself if he wanted to stay on the South facing list and he said yes. 05/01/25 Dave K sent an email that I-01, 02 and 03 would be opening up this fall and if he'd like to get one or see one to let me know. The partners voted to stay in the hangar they already have.	1

4	7/11/2023	Ryan White	A10 - RV6	515-707-0124	ryanwhite72@gmail.com	07/11/23 Dave K received an e-mail from Ryan to be added to the list. 11/15/23 Dave K sent an email asking if he wants to stay on the South facing list along with his position. He respond that he would like to stay on the list. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it. He emailed back stating he'd like to remain on the list. 05/01/25 Dave K sent an email that I-01, 02 and 03 would be opening up this fall and if he'd like to get one or see one to let me know. 05/02/25 Dave K received an email from Ryan asking if he could come out today to look at them, I said yes. Ryan stopped out and looked at what will become available. He likes the spot he's in now and will most likely not move. 10/23/25: Dave K sent Ryan an email asking if he is going to move or stay put when a south facing hangar opens up next month. Ryan got right back to me that he is going to stay put but would like to stay on the list.
5	10/24/2024	Nick Wynen	E-06 - Bonanza	515-965-9568	nixkiks1@gmail.com	10/24/24: Dave K: Nick stopped in and asked to be added to the South facing list. 05/01/25 Dave K sent an email that I-01, 02 and 03 would be opening up this fall and if he'd like to get one or see one to let me know. He will get with me at some point to see the hangars. Nick came out and saw the hangars, he's probably going to stay where he's at. 05/27/25: Dave K Nick talked to me today, he'd take I-03. 09/03/25: Dave K sent an email letting him know that a November movin date is possible. 10/01/25: Dave K sent Nick an update with an update that November is still a possiblity. 10/23/25: Dave K sent Nick an update that the move in date should be sometime in November, I asked for him to confirm he will move once the hangar becomes vacant and his name is drawn. I mentioned that he is number 4 but that the number 3 guy may pass. Guy 3 passed so I've asked him to let me know his intentions. Nick said he'd move once the hangar is available.
6	5/5/2025	Nathan Schneider	H-04 - Cirrus	319-383-3206	nathan_schneider@msn.com	05/05/25: Dave K sent an email to all North facing tenants to see if they would like to be on the South facing list. Nathan replied that he would like to be on the list. 10/24/25: Dave K sent Nathan an email asking if he'd like to move when one opens up for a December 1st move in date. 10/26/25: Davbe K Nathan got back to me, he will take I-03 when it becomes available.
7	5/7/2025	Charles Goodall	J-06 - C182	515-988-9309	charles@goodallproperties.com	05/07/25: Dave K sent an email to all North facing tenants to see if they would like to be on the South facing list. Charles replied that he would like to be on the list.

Pos	Date Added	Name	Plane	Phone	E-Mail	Notes	Passes
GARAGE SPACE							
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							
1	10/24/2018	Todd Slezak		319-210-3793	toddslezak@aol.com	11/10/23 Dave K: I sent Todd an e-mail letting him know he is next in line and I will have a garage opening up before the end of December. 11/15/23 Dave K: I sent Todd another e-mail stating if I don't hear back from him I will move to the next person on the list. 12/07/23 Dave K: I have not heard back from Todd so I offered the garage space to Bob Folkstad and he took it.	1
2	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.	
3	10/28/2020	Marc Broer			skycoupe318@gmail.com	Only wants B-SE - Will Pass on all others.	
4	10/28/2020	Ken Anderson				Only wants G-NW for door size - Will Pass on all others.	
5	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.	
6	4/6/2020	Jacob Greenfield	Building Aircraft	319-573-9783	greenfj17@gmail.com	12/07/23 Dave K: I sent Jacob an e-mail with his current poistion and asking if he'd like to remain on the list. 12/29/23 Dave K: Jacob emailed back that he would like to remain on the list.	
7	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.	
8	2/3/2022	Dalton Headlee		515-975-3314	dalton.headlee@gmail.com	11/15/23 Dave K: I sent Dalton an e-mail with his current poistion and asking if he'd like to remain on the list. He responded back that he'd like to remain on the list. I sent a follow up email that says you must have a hangar or plane on the field to have a garage space and that I would keep him on the list as it moves very slowly, garages seldom become available. There has only been one in the three years I've been here. He responed back that he has a PA-12 project that would go in the garage until his name comes up on the hangar. I told him that will work.	
9	5/15/2024	Quinn Fairchild	Store aircraft supplies	515-422-7966	fairchild.quinn@gmail.com	05/15/24: Quinn emailed asking to be put on the list. He will use the space for 1) store/erect my aviation supplies/maps, to 2) create an aviation study space (weather dependent), and in the event that I 3) join a aircraft partnership or win one of the 6 raffles (for single-engine aircraft) to 4) have an initial space for aircraft equipment for the aircraft I may win.	

MINUTES OF THE POLK COUNTY AVIATION AUTHORITY (PCAA)
Thursday, October 9, 2025 - 5:00 PM
Ankeny Regional Airport, 3700 SE Convenience Blvd., Ankeny, Iowa

Chairman Jeff Wangsness called the meeting to order at 5:00 PM. Board Members William Gardner and Dr. Paul Novak were in attendance. Todd Ashby joined the meeting electronically at 5:03. Greg Johnson was absent. Dave Kalwishky (Exec 1), Jay Pudenz (McClure), City Attorney Erin Clanton, Airport Board Manager Paul Moritz, Administrative Services Director Jennifer Sease and Recording Secretary Diane Klemme were present.

Approval of Agenda

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

FBO Report

Dave Kalwishky reviewed his FBO Report with the Board.

Finance / Budget Report

Gardner reported on the 10/9/25 listing of bills.

Consent Agenda Items

1. Approval of September 4, 2025 minutes.
2. Payment #2 to Jensen Builders Ltd for services that include the Reconstruction of the Entrance Roundabout & Terminal Parking Lot project in the amount of \$261,833.30.
3. Payment #34 to McClure Engineering Company for services that include General On-Call Engineering Services in the amount of \$3,440.00.
4. Payment #2 to McClure Engineering Company for services that includes Construction Administration and Observation Services to Reconstruct Runway 18/36 in the amount of \$24,608.19.
5. Payment #2 to McClure Engineering Company for Construction Administration, Observation & Closeout Services for the Reconstruct Airport Entrance Roundabout and Terminal Building Parking Lot project in the amount of \$12,552.35.
6. Payment #6 to McClure Engineering Company for Site Work & Vertical Infrastructure – Phase 2 – Construction Management, Administration & Observation Service for the North Property Line Box Hangars in the amount of \$6,858.85.
7. Approval of October 2025 Financial Reports.
8. Approval of Bills and Transfer of Necessary Funds, \$525,681.93.

Approval of Consent Agenda Items

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

New Business

1. Motion to approve the invoice from Controlled Access of the Midwest, LLC for the yearly protection plan from 9/01/25 – 8/31/26 for the amount of \$1,966.00. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Wangsness.
2. Motion to approve the Special Event Application for Rick's Landing, LLC for an October 21, 2025 reception to be held in the evening within their private hangar. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Wangsness.
3. Motion to approve the leasing of the two new box hangars upon completion, and awarding them to the #3 option (listed on the attached memo in the agenda packet) to the two aviators who currently own an aircraft that needs a hangar of this size, and acceptance of the Phase 2 – North Property Line Box Hangars project. Ashby moved, second by Novak. Ayes: Ashby, Novak, Gardner, Wangsness.
4. **RESOLUTION 2025-40** ratifying the signing by staff of two Federal Aviation Administration grants for the runway construction costs and the replacement of the ILS system on the Reconstruct and Extend Runway 18/36 project. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Wangsness.
5. **RESOLUTION 2025-41** providing final payment to Nehring Construction and accepting the public improvements associated with the "Concrete Paving of Infill Areas – Tee Hangar Taxilanes" project at the Ankeny Regional Airport. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Wangsness.
6. Motion to approve two change orders to Jensen Builders, Ltd. on the "Reconstruct Airport Entrance Roundabout and Terminal Parking Lot" project in the total amount of \$6,948.00 for curb repairs at the museum pedestrian access and pavement replacement on the access drive just north of the project limits. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Wangsness.
7. North Property Line Box Hangars: Consider motion to approve: a) Project Engineer's Statement of Completion; b) **RESOLUTION 2025-42** accepting the public improvements with Jensen Builders Ltd. in the final contract amount of \$633,661.10; c) Payment #4 (Final) in the amount of \$98,114.10/Release of 5% Retainage in the amount of \$31,683.06 thirty days after project acceptance. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Wangsness.
8. Motion to approve the proposal from Pye-Barker Fire and Safety, LLC doing business as Iowa Fire Equipment Company, for providing, installing and completing annual inspections for 88 fire extinguishers to be installed within the tee hangars and box hangars at a total cost of \$11,131.00 for a three-year period. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Wangsness.
9. Motion to approve revised revisions of the annual Tee Hangar Lease Agreement and Box Hangar Lease Agreement with said revised versions to go into effect January 1, 2026. Ashby moved, second by Novak. Ayes: Ashby, Novak, Gardner, Wangsness.
10. Motion to approve revising the annual Tee Hangar Lease amount for the 84 tee hangars from \$200.00 per month to \$210.00 per month effective January 1, 2026. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Wangsness.
11. Motion to approve a revision to the annual Tie-Down Lease Agreement to establish the start of the lease period, with said revision to go into effect on January 1, 2026. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Wangsness.

Reports

- A. Engineering Report – Pudenz
 - a. South Terminal Area Development – Update on Grant Application.
 - b. Runway 18/36 Reconstruction – Preconstruction Conference
 - c. Construction Schedule: Reconstruct Airport Entrance Roundabout and Terminal Parking Lot

- B. Staff Report - Moritz
 - a. September 15, 2025 Tee Hangar Inspections – violation letters to be mailed.
 - b. North Property Line Box Hangars – Remaining Hangar Pad Availability.
 - c. Tour of Airport with Representative Zach Nunn on October 6, 2025.
 - d. Emergency Cable Repair for the Obstruction Lights on SE Corporate Woods Drive
 - e. FFY 2027 Airport Capital Improvements Program – Draft for Review.
- C. Legal Counsel Report
- D. Board Report
- E. Chair Report

Adjournment

The meeting was adjourned at 6:09 p.m.

Attest: _____
Diane Klemme, Recording Secretary

Signed: _____
Jeff Wangsness, Chairperson

Published in the Des Moines Register on the 17th day of October, 2025.

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, Iowa Computer Gurus (Mitchel Sellers) executed a twelve-month lease for hangar D-04 with a termination date of December 31, 2025; and

WHEREAS, the lease is not in default under the lease and is requesting that the termination date of the lease be changed to October 31, 2025; and

WHEREAS, Nate Booth executed a two-month lease for hangar D-04 with a termination date of December 31, 2025.

WHEREAS, Iowa Computer Gurus (Mitchel Sellers) executed a two-month lease for Box Hangar N-03 with a termination date of December 31, 2025; and

WHEREAS, V1 Iowa Aviation (Austin Lanphier) executed a two-month lease for Box Hangar N-04 with a termination date of December 31, 2025.

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 6th day of November, 2025.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

ANKENY REGIONAL AIRPORT – BOX HANGAR LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and Iowa Computer Gurus _____, having a principal address at Mitchel Sellers PO Box 737 Ankeny IA 50021, herein referred to as Lessee.

Primary Phone: (515) 270-7063 Alternate Phone: (515) 707-3629

E-mail: msellers@iowacomputergurus.com

Airplane Make and Model: 2017 Cirrus SR22T

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

Airplane Identification Number: N183X

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? 100%

SECTION ONE – HANGAR AND GROUND SPACE

Lessor leases to Lessee that portion of the airport premises described as follows: Box Hangar # N-03, 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 1st, 2025 and ending on December 31st, 2025. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the box hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the box hangar to finish building a plane, Lessee may continue to lease the box hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of One Thousand One Hundred Dollars (\$1,100.00) to be held and disbursed as a rental deposit.

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

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

Lessee agrees to pay Lessor for the exclusive use of the box hangar the sum of Thirteen Thousand Two Hundred Dollars (\$13,200.00) per annum, computed at the rate of One Thousand One Hundred Dollars (\$1,100.00) per month. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

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

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

SECTION FOUR – PROHIBITED ACTS

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

SECTION FIVE – MAINTENANCE AND UTILITIES

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

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

Lessor shall maintain the building and appurtenances; provided however, that Lessor shall not be obligated to make repairs occasioned by the negligent uses or action of Lessee; including but not limited to Lessee's alteration of the hangar door opener. If Lessor determines that the necessary repairs are the result of Lessee's negligence, Lessor shall notify Lessee in writing and Lessee shall have thirty (30) days within which to complete the repairs. If the repair is not completed in the allotted time, Lessor may have the damage repaired and bill Lessee for the cost.

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

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

SECTION THIRTEEN – NOTICE

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

LESSOR:

Polk County Aviation Authority

c/o Exec 1 Aviation

3700 SE Convenience Blvd

Ankeny, Iowa 50021

e-mail: **hangar@exec1aviation.com**

LESSEE:

Name: **Iowa Computer Gurus**

Address: **Mitchel Sellers**

PO Box 737

City, State Zip: **Ankeny IA 50021**

e-mail: **msellers@iowacomputergurus.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: **Iowa Computer Gurus**

Signed: *Mitchel Sellers*

Title: _____

Date: **10/14/2025**

N-03 - Iowa Computer Gurus (Mitch Sellers)

Final Audit Report

2025-10-14

Created:	2025-10-14
By:	Dave Kalwishky (davek@exec1aviation.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAntWIDVkv43DIWv8QwOBo3_gwQWL05Jz

"N-03 - Iowa Computer Gurus (Mitch Sellers)" History

-  Document created by Dave Kalwishky (davek@exec1aviation.com)
2025-10-14 - 7:55:25 PM GMT
-  Document emailed to Mitchel Sellers (msellers@iowacomputergurus.com) for signature
2025-10-14 - 7:55:30 PM GMT
-  Email viewed by Mitchel Sellers (msellers@iowacomputergurus.com)
2025-10-14 - 7:57:57 PM GMT
-  Document e-signed by Mitchel Sellers (msellers@iowacomputergurus.com)
Signature Date: 2025-10-14 - 8:00:37 PM GMT - Time Source: server
-  Agreement completed.
2025-10-14 - 8:00:37 PM GMT

ANKENY REGIONAL AIRPORT – BOX HANGAR LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and V1 Iowa Aviation, LLC _____, having a principal address at Austin Lanphier 33770 200th St. Granger IA 50109, herein referred to as Lessee.

Primary Phone: (515) 518-7011 Alternate Phone: _____

E-mail: v1iowaaviation@gmail.com

Airplane Make and Model: Piper Aztec / Piper Apache

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

Airplane Identification Number: N4636P / N2098P

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? 100%

SECTION ONE – HANGAR AND GROUND SPACE

Lessor leases to Lessee that portion of the airport premises described as follows: Box Hangar # N-04, 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 1st, 2025 and ending on December 31st, 2025. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the box hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the box hangar to finish building a plane, Lessee may continue to lease the box hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of One Thousand One Hundred Dollars (\$1,100.00) to be held and disbursed as a rental deposit.

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

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

Lessee agrees to pay Lessor for the exclusive use of the box hangar the sum of Thirteen Thousand Two Hundred Dollars (\$13,200.00) per annum, computed at the rate of One Thousand One Hundred Dollars (\$1,100.00) per month. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

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

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

SECTION FOUR – PROHIBITED ACTS

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

SECTION FIVE – MAINTENANCE AND UTILITIES

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

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

Lessor shall maintain the building and appurtenances; provided however, that Lessor shall not be obligated to make repairs occasioned by the negligent uses or action of Lessee; including but not limited to Lessee's alteration of the hangar door opener. If Lessor determines that the necessary repairs are the result of Lessee's negligence, Lessor shall notify Lessee in writing and Lessee shall have thirty (30) days within which to complete the repairs. If the repair is not completed in the allotted time, Lessor may have the damage repaired and bill Lessee for the cost.

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

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

SECTION THIRTEEN – NOTICE

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

LESSOR:

Polk County Aviation Authority

c/o Exec 1 Aviation

3700 SE Convenience Blvd

Ankeny, Iowa 50021

e-mail: **hangar@exec1aviation.com**

LESSEE:

Name: **V1 Iowa Aviation, LLC**

Address: **Austin Lanphier**

33770 200th St.

City, State Zip: **Granger IA 50109**

e-mail: **v1iowaaviation@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: **V1 Iowa Aviation, LLC**

Signed:  **Nichole Needs (Oct 15, 2025 08:34:43 CDT)**

Title: _____

Date: **10/15/2025**

N-04 - V1 Iowa Aviation (Austin Lanphier)

Final Audit Report

2025-10-15

Created:	2025-10-15
By:	Dave Kalwishky (davek@exec1aviation.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiLq1px2kUJICHv2zQTIGB_vCwj3I_oPR

"N-04 - V1 Iowa Aviation (Austin Lanphier)" History

-  Document created by Dave Kalwishky (davek@exec1aviation.com)
2025-10-15 - 1:33:09 PM GMT
-  Document emailed to Austin Lanphier (v1iowaaviation@gmail.com) for signature
2025-10-15 - 1:33:13 PM GMT
-  Email viewed by Austin Lanphier (v1iowaaviation@gmail.com)
2025-10-15 - 1:33:54 PM GMT
-  Signer Austin Lanphier (v1iowaaviation@gmail.com) entered name at signing as Nichole Needs
2025-10-15 - 1:34:41 PM GMT
-  Document e-signed by Nichole Needs (v1iowaaviation@gmail.com)
Signature Date: 2025-10-15 - 1:34:43 PM GMT - Time Source: server
-  Agreement completed.
2025-10-15 - 1:34:43 PM GMT

Tie-Down Lease

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023 herein referred to as Lessor, and Nate Booth, and having a principal address at 3505 80th St. Urbandale, IA 50322, herein referred to as Lessee.

Primary Phone: (515) 802-2385 Alternate Phone: Kirk Eno: (515) 321-6202

E-mail: Nate Booth nate@otis8.com / Kirk Eno kirkeno@gmail.com

Airplane Make and Model: Aeronca Champ

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

Airplane Identification Number: N4324C

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? 100% %

Section One - Tie-Down Space

Lessor leases to Lessee that portion of the airport premises described as follows: Ramp Tie Down Space.

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 1st, 2025 and ending no later than December 31st, 2025.

Section Three - Rentals and Charges

Lessee agrees to pay Lessor for the use of the tie-down space the sum of **Fifty Dollars (\$50.00) 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.

All services regarding weather protection shall be negotiated directly with the fixed base operator and are not provided by the Lessor.

Section Four - Statutes, Ordinances, Licenses, Rules and Regulations

Lessee will obtain, at its own expense, all necessary licenses and permits. Lessee will comply with all federal, state and local laws and ordinances. Further, Lessee will comply with all rules and regulations promulgated by Lessor.

Section Five - Insurance and Waiver

Lessee shall, at Lessee's expense, be solely responsible for securing insurance at its own expense.

Landlord assumes no responsibility for loss of use, damage or destruction of personal property or injuries to persons occasioned by Lessee's use of the lease 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 Six - 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 of 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.

Section Seven - Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Further, if Lessee fails to make any payment due under this Agreement within ten days of the date on which such payment is due, or cure any other event of default within ten days, Lessor, at its options, may terminate this Agreement.

Section Eight - 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 Nine - 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 this airport.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Ankeny, Iowa, on the date indicated below.

LESSOR:

Name: **Polk County Aviation Authority**

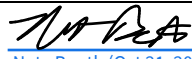
Signed: _____

Title: **Chairperson**

Date: _____

LESSEE:

Name: **Nathaniel Booth**

Signed: 
[Nate Booth \(Oct 21, 2025 11:08:02 CDT\)](#)

Title: _____

Date: **10/21/2025**

D-04 - Nate Booth

Final Audit Report

2025-10-21

Created:	2025-10-21
By:	Dave Kalwishky (davek@exec1aviation.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZF6YvW6-WJ-ot5eSwVQA0eiSuBcX6xAL

"D-04 - Nate Booth" History

-  Document created by Dave Kalwishky (davek@exec1aviation.com)
2025-10-21 - 4:05:04 PM GMT
-  Document emailed to Nate Booth (nate@otis8.com) for signature
2025-10-21 - 4:05:08 PM GMT
-  Email viewed by Nate Booth (nate@otis8.com)
2025-10-21 - 4:07:26 PM GMT
-  Document e-signed by Nate Booth (nate@otis8.com)
Signature Date: 2025-10-21 - 4:08:02 PM GMT - Time Source: server
-  Agreement completed.
2025-10-21 - 4:08:02 PM GMT

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Airport - Reconstruct Entrance Roundabout & Terminal Parking Lot
Contractor: Jensen Builders, Ltd.
Address: 2097 NE 60th Avenue, Des Moines, IA 50313
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-007 **PO #** N/A
Original Contract Date: July 10, 2025 **Vendor #** N/A

Date of Board Meeting 6-Nov-25 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 10/01/25 through: 10/29/25

Contract Summary

Original Contract Amount:	\$	492,313.12	
Net change by Change Orders:	\$	8,848.00	
Contract Amount to Date: (line 1 ± 2)	\$	501,161.12	
Total completed and stored to date:	\$	486,213.12	
Retainage: 3 % of Completed Work:	\$	14,586.40	
Total Earned less Retainage:	\$	471,626.72	
Less previous applications for payment:	\$	287,366.22	
SUBTOTAL	\$	184,260.50	

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

CURRENT PAYMENT DUE \$ 184,260.50

Balance to finish, including retainage: \$ 29,534.40

Contract Time Remaining (If applicable) 13 Calendar Days

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

10/29/2025

Date

PCAA Approval:

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Work Completed: See attached Payment Application for details

Submit to: Paul Moritz

Email: pmoritz@ankenyiowa.gov

Phone: 515-965-6420

Fax: 515-965-6416

APPLICATION FOR PARTIAL PAYMENT NO.**3**

PROJECT: Ankeny Regional Airport
Reconstruct Roundabout and Terminal Parking Lot
OWNER: Polk County Aviation Authority (PCAA)
CONTRACTOR: Jensen Builders, Ltd.
ADDRESS: 2097 NE 60th Avenue, Des Moines, IA 50313
DATE: October 29, 2025

McCLURE PROJECT NO.: 2022001042-012
FAA BIL-AIG PROJECT NO.: 3-19-0132-034-2025

October 01, 2025 (PA#2) through October 29, 2025

1. CONTRACT SUMMARY:

Original Contract Amount:	\$492,313.12	CONTRACT PERIOD:	74 Calendar Days
Net Change by Change Orders:	<u>\$8,848.00</u>	Original Contract Date:	July 10, 2025
Contract Amount to Date:	\$501,161.12	Original Contract Time:	74 Calendar Days

2. WORK SUMMARY:

Total Work Performed to Date:	\$486,213.12	Revised by Change Order:	10
Retainage: 3%	<u>\$14,586.40</u>	Contract Time to Date:	84 Calendar Days
Total Earned Less Retainage:	\$471,626.72	Time Used to Date:	<u>71 Calendar Days</u>
Less Previous Applications for Payment:	<u>\$287,366.22</u>	Contract Time Remaining:	13 Calendar Days
AMOUNT DUE THIS APPLICATION:	<u>\$184,260.50</u>	Substantial Completion Date:	Estimated November 16, 2025 (on or before) (as per Contract Time)

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.

Jensen Builders, Ltd.

CONTRACTOR

By _____

DATE: _____

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

McClure
ENGINEER

By  _____

DATE: 10/29/2025

5. OWNER'S APPROVAL:

Polk County Aviation Authority
OWNER

By _____

DATE: _____

Summary of Pay Request No. 3

Ankeny Regional Airport - Ankeny, Iowa Reconstruct Airport Entrance Roundabout and Terminal Area Parking Lot - FAA BIL-AIG #3-19-0132-034-2025

								Previous Period(s)		Current Period		Total (To-Date)		
Item No.	Desc.	Bid Quantity	Unit	Unit Price	Bid or Change Order Cost	Quantity	Cost	Quantity	Cost	Current Quantity	Current Cost	% Complete		
BASE BID DIVISION I - BIL-AIG ELIGIBLE COSTS														
1	TOPSOIL, ON-SITE, STRIP, SALVAGE, AND RESPREAD	200	CY	\$ 47.62	\$ 9,524.00	120.00	\$ 5,714.40	80.00	\$ 3,809.60	200.00	\$ 9,524.00	100%		
2	EXCAVATION, CLASS 10	1,096	CY	\$ 15.75	\$ 17,262.00	676.00	\$ 10,647.00	420.00	\$ 6,615.00	1,096.00	\$ 17,262.00	100%		
3	SUBGRADE PREPARATION, IDOT 4123, 12-INCH	5,327	SY	\$ 2.87	\$ 15,288.49	4,110.00	\$ 11,795.70	1,217.00	\$ 3,492.79	5,327.00	\$ 15,288.49	100%		
4	GEOTEXTILE FABRIC	5,327	SY	\$ 1.75	\$ 9,322.25	4,110.00	\$ 7,192.50	1,217.00	\$ 2,129.75	5,327.00	\$ 9,322.25	100%		
5	MODIFIED SUBBASE, 6-INCH	5,119	SY	\$ 9.78	\$ 50,063.82	3,490.00	\$ 34,132.20	1,629.00	\$ 15,931.62	5,119.00	\$ 50,063.82	100%		
6	COMPACTION TESTING	1	LS	\$ 2,750.00	\$ 2,750.00	0.55	\$ 1,512.50	0.45	\$ 1,237.50	1.00	\$ 2,750.00	100%		
7	INTAKE ADJUSTMENT, MINOR	4	EA	\$ 275.00	\$ 1,100.00	2.00	\$ 550.00	2.00	\$ 550.00	4.00	\$ 1,100.00	100%		
8	PAVEMENT, PCC, 6-INCH	4,911	SY	\$ 51.66	\$ 253,702.26	3,190.00	\$ 164,795.40	1,721.00	\$ 88,906.86	4,911.00	\$ 253,702.26	100%		
9	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$ 3,520.00	\$ 3,520.00	0.50	\$ 1,760.00	0.50	\$ 1,760.00	1.00	\$ 3,520.00	100%		
10	REMOVAL OF SIDEWALK	309	SY	\$ 3.88	\$ 1,198.92	309.00	\$ 1,198.92		\$ -	309.00	\$ 1,198.92	100%		
11	SIDEWALK, PCC, 4-INCH	318	SY	\$ 80.27	\$ 25,525.86	98.00	\$ 7,866.46	220.00	\$ 17,659.40	318.00	\$ 25,525.86	100%		
12	DETECTABLE WARNING	24	SF	\$ 34.65	\$ 831.60	0.00	\$ -	24.00	\$ 831.60	24.00	\$ 831.60	100%		
13	PAVEMENT REMOVAL	4,994	SY	\$ 4.71	\$ 23,521.74	4,400.00	\$ 20,724.00	594.00	\$ 2,797.74	4,994.00	\$ 23,521.74	100%		
14	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	19	STA	\$ 256.40	\$ 4,871.60	11.00	\$ 2,820.40	8.00	\$ 2,051.20	19.00	\$ 4,871.60	100%		
15	PAINTED SYMBOLS AND LEGENDS	4	EA	\$ 190.93	\$ 763.72	0.00	\$ -	4.00	\$ 763.72	4.00	\$ 763.72	100%		
16	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 4,030.00	\$ 4,030.00	0.60	\$ 2,418.00	0.30	\$ 1,209.00	0.90	\$ 3,627.00	90%		
17	TYPE A SIGN, SHEET ALUMINUM	6	EA	\$ 363.00	\$ 2,178.00	0.00	\$ -	6.00	\$ 2,178.00	6.00	\$ 2,178.00	100%		
18	SALVAGE AND RE-INSTALL CREW CAR SIGN	2	EA	\$ 290.00	\$ 580.00	0.00	\$ -	2.00	\$ 580.00	2.00	\$ 580.00	100%		
19	HYDRAULIC, SEEDING, FERTILIZING, AND MULCHING	0.3	AC	\$ 8,185.00	\$ 2,455.500	0.00	\$ -		\$ -	0.00	\$ -	0%		
20	SWPPP PREPARATION	1	LS	\$ 2,725.00	\$ 2,725.00	1.00	\$ 2,725.00		\$ -	1.00	\$ 2,725.00	100%		
21	SWPPP MANAGEMENT	1	LS	\$ 2,180.00	\$ 2,180.00	0.40	\$ 872.00	0.40	\$ 872.00	0.80	\$ 1,744.00	80%		
22	FILTER SOCK, 12-INCH	1,200	LF	\$ 2.73	\$ 3,276.00	0.00	\$ -		\$ -	0.00	\$ -	0%		
23	FILTER SOCK, REMOVAL	1,200	LF	\$ 0.27	\$ 324.00	0.00	\$ -		\$ -	0.00	\$ -	0%		
24	CONSTRUCTION SURVEY	1	LS	\$ 3,815.00	\$ 3,815.00	1.00	\$ 3,815.00		\$ -	1.00	\$ 3,815.00	100%		
25	MOBILIZATION	1	LS	\$ 16,835.00	\$ 16,835.00	0.60	\$ 10,101.00	0.40	\$ 6,734.00	1.00	\$ 16,835.00	100%		
26	CONCRETE PARKING STOP	4	EA	\$ 165.00	\$ 660.00	0.00	\$ -	4.00	\$ 660.00	4.00	\$ 660.00	100%		
27	LANDSCAPE ROCK	5	TON	\$ 310.00	\$ 1,550.00	0.00	\$ -	5.00	\$ 1,550.00	5.00	\$ 1,550.00	100%		
BASE BID DIVISION II - NON-ELIGIBLE COSTS														
28	SUBGRADE PREPARATION, IDOT 4123, 12-INCH	69	SY	\$ 2.87	\$ 198.03	69.00	\$ 198.03		\$ -	69.00	\$ 198.03	100%		
29	GEOTEXTILE FABRIC	69	SY	\$ 1.75	\$ 120.75	69.00	\$ 120.75		\$ -	69.00	\$ 120.75	100%		
30	MODIFIED SUBBASE, 6-INCH	61	SY	\$ 9.78	\$ 596.58	61.00	\$ 596.58		\$ -	61.00	\$ 596.58	100%		
31	PAVEMENT, PCC, 6-INCH	54	SY	\$ 87.00	\$ 4,698.00	54.00	\$ 4,698.00		\$ -	54.00	\$ 4,698.00	100%		
32	DUMPSTER ENCLOSURE	1	LS	\$ 26,845.00	\$ 26,845.00	0.00	\$ -	0.70	\$ 18,791.50	0.70	\$ 18,791.50	70%		
TOTAL - BASE BID DIVISION I - BIL-AIG ELIGIBLE COSTS					\$ 459,854.76		\$ 290,640.48		\$ 162,319.78		\$ 452,960.26	98.50%		
TOTAL - BASE BID DIVISION II - NON-ELIGIBLE COSTS					\$ 32,458.36		\$ 5,613.36		\$ 18,791.50		\$ 24,404.86	75.19%		
TOTAL - BASE BID					\$ 492,313.12		\$ 296,253.84		\$ 181,111.28		\$ 477,365.12	96.96%		
CHANGE ORDER NO. 1 - Museum Curbs														
1A-1	Remove and Replace 2 Curb Sections	1	LS	\$ 3,548.00	\$ 3,548.00		\$ -	1.00	\$ 3,548.00	1.00	\$ 3,548.00	100%		
TOTAL - CHANGE ORDER NO. 1					\$ 3,548.00		\$ -		\$ 3,548.00		\$ 3,548.00	100.00%		
CHANGE ORDER NO. 3 - North Pavement Repair														
3A-1	Remove and Replace Failed Access Pavt Section	1	LS	\$ 3,300.00	\$ 3,300.00		\$ -	1.00	\$ 3,300.00	1.00	\$ 3,300.00	100%		
TOTAL - CHANGE ORDER NO. 3					\$ 3,300.00		\$ -		\$ 3,300.00		\$ 3,300.00	100.00%		
CHANGE ORDER NO. 2 - Leveling and Cleanup of Stockpile Area														
2A-1	Leveling and Cleanup of Stockpile Area	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -	1.00	\$ 2,000.00	1.00	\$ 2,000.00	100%		
TOTAL - CHANGE ORDER NO. 2					\$ 2,000.00		\$ -		\$ 2,000.00		\$ 2,000.00	100.00%		
CHANGE ORDER NO. 4 - Nyloplast Storm Sewer Drain Basin														
4A-1	Nyloplast Storm Sewer Drain Basin	1	LS	\$ 0.00	\$ -		\$ -		\$ -	0.00	\$ -	0%		
TOTAL - CHANGE ORDER NO. 4					\$ -		\$ -		\$ -		\$ -	N/A		
Current Cost Total for Base Bid and Approved Change Orders					\$ 501,161.12	\$ 296,253.84		\$ 189,959.28		\$ 486,213.12	97.02%			

Previous Pay Requests Approved

1	\$ 25,532.92
2	\$ 261,833.30
3	\$ -
4	\$ -
5	\$ -

Summary

Value of Completed Work	\$ 486,213.12
Less Retainage 3.00%	\$ 14,586.40
Net Amount Due Through This Request	\$ 471,626.72
Less Amounts Previously Approved	\$ 287,366.22
Amount Due This Request	\$ 184,260.50

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 6-Nov-25 **PAYMENT REQUEST #** 35
PAYMENT PERIOD: From: 08/31/25 through: 09/27/25

Contract Summary

Original Contract Amount:	\$	-	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)			\$100,395.06
Total completed and stored to date:		\$100,395.06	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:			\$100,395.06
Less previous applications for payment:			\$95,207.56
SUBTOTAL			\$ 5,187.50

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

CURRENT PAYMENT DUE \$ 5,187.50

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] Date: 10/16/2025
Firm Name

PCAA Approval:
Signature: _____ Date: _____

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

Work completed:
-Update of CIP, including updating cost estimates and preparing new exhibits for CIP
-Coordination of Lumen (coordination of updated quote to do field locates of underground utilities) re: new fiber line proposed near FSDO building
-Preparation for CPF funding discussion and visit by Congressman Nunn / staff
-Coordination of EDA discussion

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



1360 NW 121st Street
Clive, IA 50325

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

September 29, 2025
Project No: 2022001042-000
Invoice No: 35
Due Date: October 29, 2025

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

Professional Services from August 31, 2025 to September 27, 2025

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Project Manager I	6.00	185.00	1,110.00	
Engineer V	3.00	285.00	855.00	
Project Manager II	5.00	205.00	1,025.00	
Team Leader	6.00	250.00	1,500.00	
Project Coordinator	1.00	135.00	135.00	
Engineer I	4.50	125.00	562.50	
Totals	25.50		5,187.50	
Total Labor				5,187.50
Total this Phase				\$5,187.50
Total Due this Invoice				\$5,187.50

Outstanding Invoices

Number	Date	Balance
35	8/31/2025	3,440.00
Total		3,440.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Ankeny: Reconstruct Runway 18-36 - Construction
Project Title: Administration and Observation Services
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-006 **PO #** N/A
Original Contract Date: July 10, 2025 **Vendor #** N/A

Date of Board Meeting 6-Nov-25 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 08/31/25 through: 09/27/25

Contract Summary

Original Contract Amount:	\$	1,447,560.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	1,447,560.00
Total completed and stored to date:	\$	57,289.05
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	57,289.05
Less previous applications for payment:	\$	44,538.19
SUBTOTAL	\$	12,750.86

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

CURRENT PAYMENT DUE \$ 12,750.86

Balance to finish, including retainage: \$ 1,390,270.95

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

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

Engineer/Consultant Approval: McClure
Firm Name

Signature:  Date: 10/16/2025

PCAA Approval:

Signature: _____ Date: _____

City of Ankeny Staff Approval:

Signature: _____ Date: _____

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich

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



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

September 29, 2025
Project No: 2022001042-006
Invoice No: 3
Due Date: October 29, 2025

Project 2022001042-006 Ankeny Regional Airport: Reconstruct Runway 18-36: Construction
Administration and Observation Services

Professional Services from August 31, 2025 to September 27, 2025

Phase 1 Part I. Construction Administration/Observation Services

60.75

Total Labor

3,959.27

Overhead

201.41 % of 3,959.27

7,974.37

7,974.37

7,974.37

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Fixed Fee	163,445.00	4.00	6,537.80	5,720.58	817.22
Total Fee	163,445.00		6,537.80	5,720.58	817.22

Total Fee

817.22

	Current	Prior	To-Date
Total Billings	12,750.86	44,538.19	57,289.05
Contract Limit (not-to-exceed)			1,277,060.00
Contract Limit Remaining			1,219,770.95

Total this Phase

\$12,750.86

Phase 1A Part IA. CA Subconsultant (Jacobs)

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit (not-to-exceed)			53,080.00
Contract Limit Remaining			53,080.00

Total this Phase

0.00

Phase 2 Part II. As-Built ADIP Survey

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
---------------	-----	------------------	--------	------------------	-----------------

Project	2022001042-006	Ankeny: Reconstruct Runway 18-36 CA				Invoice	3
On-Site As-Built Survey		15,563.00	0.00	0.00	0.00	0.00	
Project Management and Coordination		15,618.00	0.00	0.00	0.00	0.00	
As-Built Aerial Photo/ADIP Submsn. NV5		41,519.00	0.00	0.00	0.00	0.00	
Total Fee		72,700.00		0.00	0.00	0.00	
Total Fee							0.00
Total this Phase							0.00

Phase	3	Part III. Project Closeout Services
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Project Closeout	44,720.00	0.00	0.00	0.00	0.00	
Total Fee	44,720.00		0.00	0.00	0.00	
Total Fee						0.00
Total this Phase						0.00
Total Due this Invoice						\$12,750.86

Outstanding Invoices

Number	Date	Balance
2	8/31/2025	24,608.19
Total		24,608.19

PROGRESS REPORT

PROJECT # **2022001042-006**

PROJECT **ANKENY REGIONAL AIRPORT: RECONSTRUCT RUNWAY 18-36 - CONSTRUCTION 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 **SEPTEMBER 2025** NEXT REPORT **OCTOBER 2025**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Scheduled Pre-Construction Meeting with Contractor (Manatt's) and Owner
- ✓ Coordinated with FAA on RA and scheduled on-site visit
- ✓ Finalized IFC Specification and Plans
- ✓ Began Drafting Pre-Construction Meeting Agenda

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Finalize and distribute Pre-Construction Meeting agenda
- Conduct Pre-Construction Meeting
- Conduct on-site visit with FAA officials
- Prepare and distribute minutes from Pre-Construction Meeting
- Distribute Issued for Construction (IFC) Specifications and Plans
- Coordinate with FAA on Reimbursable Agreement (RA) for Glide Slope and ILS Localizer

VALUE ADDED SERVICES

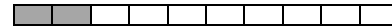
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INPUT NEEDED

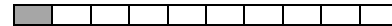
- N/A

Part I: Construction Administration/Observation Services

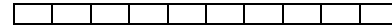
Phase 300.05 – AIP Grant Administration



Phase 600.05 – Construction Administration



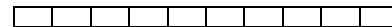
Phase 603.05 – Resident Project Representative



Phase 701.07 – Runway Airspace Management (RAM) Survey



Phase 760.07 – Construction Staking

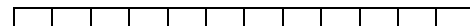


Phase 850.05 – Project Management and Coordination



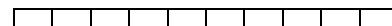
Part IA: CA Subconsultant

Phase 960.05 – Subconsultants (Jacobs)

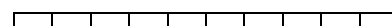


Part II: As-Built ADIP Survey

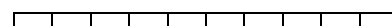
Phase 780.07 – On-Site As-Built Survey



Phase 850.05 – Project Management and Coordination

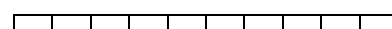


Phase 850.05– Project Management and Coordination



Part III: project Closeout

Phase 800.05 – Project Closeout



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



North Property Line Box Hangars (Site Work and Vertical Infrastructure) -
Project Title: Phase 2 - Construction Management, Administration, & Observation Services
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-011 **PO #** N/A
Original Contract Date: March 6, 2025 **Vendor #** N/A

Date of Board Meeting 6-Nov-25 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: 08/31/25 through: 09/27/25

Contract Summary

Original Contract Amount:	\$	87,279.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	87,279.00	
Total completed and stored to date:	\$	77,299.15	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	77,299.15	
Less previous applications for payment:	\$	73,919.90	
SUBTOTAL	\$		3,379.25

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

CURRENT PAYMENT DUE \$ 3,379.25

Balance to finish, including retainage: \$ 9,979.85

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

10/17/2025

Date

PCAA Approval:

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich

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



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

September 29, 2025
Project No: 2022001042-011
Invoice No: 7
Due Date: October 29, 2025

Project 2022001042-011 Ankeny: North Property Line Box Hangars (AIP Site Work and GAVI Vertical Infrastructure) - Phase 2 - Construction Management, Administration, and Observation Services

Professional Services from August 31, 2025 to September 27, 2025

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

	6.00	344.30	
Total Labor			344.30

Overhead	195.99 % of 344.30	674.79	
		674.79	674.79

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Fixed Fee	2,330.00	100.00	2,330.00	2,330.00	0.00
Total Fee	2,330.00		2,330.00	2,330.00	0.00
		Total Fee			0.00

	Current	Prior	To-Date
Total Billings	1,019.09	17,756.78	18,775.87
Contract Limit (not-to-exceed)			18,684.00
Amount Adjusted this Period			-91.87

Total this Phase \$927.22

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

	2.25	
Total Labor		111.50

Overhead	195.99 % of 111.50	218.53
		218.53

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
---------------	-----	------------------	--------	------------------	-----------------

Project	2022001042-011	Ankeny: N. Prop Line Box HGR-Ph 2 CA				Invoice	7
Fixed Fee		7,260.00	95.00	6,897.00	6,534.00	363.00	
Total Fee		7,260.00		6,897.00	6,534.00	363.00	
Total Fee							363.00
Consultants							
KEDBluestone Engineering						1,750.00	
Total Consultants						1,750.00	1,750.00
Mileage (.90 p/mile)							
9/4/2025				10.0 Miles @ 0.90		9.00	
Total Units						9.00	9.00
		Current		Prior		To-Date	
Total Billings		2,452.03		56,163.12		58,615.15	
Contract Limit (not-to-exceed)						68,595.00	
Contract Limit Remaining						9,979.85	
Total this Phase							\$2,452.03
Total Due this Invoice							\$3,379.25
Outstanding Invoices							
	Number	Date	Balance				
	6	8/31/2025	6,858.85				
	Total		6,858.85				

PROGRESS REPORT

PROJECT #	2022001042-011		
PROJECT	ANKENY REGIONAL AIRPORT: NORTH PROPERTY LINE BOX HANGARS (AIP SITE WORK AND GAVI VERTICAL INFRASTRUCTURE) - PHASE 2 - CONSTRUCTION MANAGEMENT, ADMINISTRATION, AND OBSERVATION SERVICES		
PRJ MNGR	AUSTIN MORAN, P.E.		
CLIENT	POLK COUNTY AVIATION AUTHORITY 410 WEST 1ST STREET ANKENY, IOWA 50021	Phone Fax Email:	515.965.6420 pmoritz@ankenyiowa.gov
REPORT BY	AUSTIN MORAN, P.E. Email: amoran@mcclurevision.com		
REPORTING PERIOD	OCTOBER 2025	NEXT REPORT	None

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Held final walkthrough and issued punch list
- ✓ Coordinated installation of gas riser and meters
- ✓ Scheduled final walkthrough
- ✓ Coordinated pre-final pay estimate

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Process final pay estimates, release retainage
- Coordinate and hold final progress meeting
- Complete punch list
- Complete project closeout
- Complete project closeout process for Iowa DOT grants

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

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

AIP Grant Administration

[illegible]

Construction Administration

[illegible]Resident Project Representative[illegible]

Construction Staking

[illegible]

Project Closeout

[illegible]

Project Management and Coordination

[illegible]

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

GAVI Grant Administration



Construction Administration



Resident Project Representative



Construction Staking



Project Closeout



Project Management and Coordination



Subconsultants - Bluestone and OPN



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Reconstruct Airport Entrance Roundabout and Terminal Building Parking Lot -
Construction Administration, Observation, & Closeout 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 #: 2022001042-012 **PO #** N/A
Original Contract Date: April 10, 2025 **Vendor #** N/A

Date of Board Meeting 6-Nov-25 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 08/31/25 through: 09/27/25

Contract Summary

Original Contract Amount:	\$	95,300.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	95,300.00
Total completed and stored to date:	\$	39,346.06
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	39,346.06
Less previous applications for payment:	\$	21,052.49
SUBTOTAL	\$	18,293.57

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

CURRENT PAYMENT DUE \$ 18,293.57

Balance to finish, including retainage: \$ 55,953.94

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

Dave J. Jones
Signature

10/10/2025
Date

PCAA Approval:

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich

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



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

September 29, 2025
Project No: 2022001042-012
Invoice No: 3
Due Date: October 29, 2025

Project 2022001042-012 Ankeny: Reconstruct Airport Entrance Roundabout and Terminal Building
Parking Lot: Construction Administration, Observation, & Closeout Services

Professional Services from August 31, 2025 to September 27, 2025

Phase 1 Part I: Construction Management, Administration, and Observation Services

Ovt. Premium 91.00 74.36
Total Labor 5,359.31

Overhead 195.99 % of 5,359.31 10,503.71
10,503.71 10,503.71

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Fixed Fee	10,048.00	50.964	5,120.86	2,741.41	2,379.45
Total Fee	10,048.00		5,120.86	2,741.41	2,379.45
Total Fee					2,379.45

Mileage (.70/.50 p/mile) 51.10

	Current	Prior	To-Date
Total Billings	18,293.57	21,052.49	39,346.06
Contract Limit (not-to-exceed)			78,800.00
Contract Limit Remaining			39,453.94
Total this Phase			\$18,293.57

Phase 2 Part II: Project Closeout Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Project Closeout	16,500.00	0.00	0.00	0.00	0.00
Total Fee	16,500.00		0.00	0.00	0.00
Total Fee					0.00

Project	2022001042-012	Ankeny: Recon Terminal BLD Park Lot CA	Invoice	3
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Total this Phase	0.00
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Total Due this Invoice	\$18,293.57
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Outstanding Invoices

Number	Date	Balance
2	8/31/2025	12,552.35
Total		12,552.35

PROGRESS REPORT

PROJECT # **2022001042-012**

PROJECT **ANKENY REGIONAL AIRPORT: RECONSTRUCT AIRPORT ENTRANCE ROUNDABOUT AND TERMINAL BUILDING PARKING LOT – CONSTRUCTION ADMINISTRATION, OBSERVATION, & CLOSEOUT SERVICES**

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

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

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

REPORTING PERIOD **SEPTEMBER 2025** NEXT REPORT **OCTOBER 2025**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Continue construction
- ✓ Continue RPR Services
- ✓ Materials Reviews
- ✓ Continue Grant Administration
- ✓ Continue Material Testing Coordination
- ✓ Continue Project Management

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Continue RPR Services
- Continue Materials Reviews
- Continue Grant Administration
- Continue Material Testing Coordination
- Continue Project Management

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

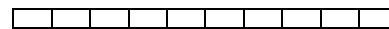
- N/A

Part I: Construction Management, Administration, Observation Services

300: BIL-AIG Grant Administration



504: Construction Permits



600: Construction Administration



603: QA Material Testing Coordination



650: Resident Project Representative (RPR)



760: Construction Staking (Control)

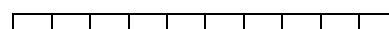


850: Project Management and Coordination



Part II: Project Closeout Services

800: Project Closeout



**POLK COUNTY AVIATION AUTHORITY
LISTING OF BILLS TO BE APPROVED
FOR THE NOVEMBER 6, 2025 BOARD MEETING**

Vendor	Amount	Date of Invoice	Description
Allen Lawn Care	850.00	09/26/25	Mowing with Bush Hog
Amazon Capital Services	8.99	10/07/25	1 set - 8 pc light socket safety cap plugs
Amazon Capital Services	17.98	10/08/25	2 sets - 8 pc light socket safety cap plugs
Baker Electric	202.50	10/08/25	Repair lights on Taxiway E and replace windsock
Controlled Access of the Midwest	1,966.00	09/11/25	Quarterly maintenance protection plan 09/01/25-08/31/26
Cutting Edge Outdoors, LLC	1,290.00	10/12/25	Perimeter mowing
Des Moines Register	127.76	08/31/25	August A/P, minutes
Des Moines Register	152.96	09/30/25	September A/P, minutes
Exec 1 Aviation	15,628.94	10/31/25	On-site management fee
Jeff Wangsness	527.00	10/23/2025	Meal reimbursement for DSM Air Traffic Controllers
Justus Fencing	1,875.00	09/30/25	Latch basket re-weld on two walk gates and piston closure on wall gate
McClure Engineering	5,187.50	09/29/25	Professional services
MidAmerican Energy	437.15	10/09/25	Lift station; Runway lights; Lighting services
Nehring Construction	1,096.78	10/31/25	Retainage payment
Pye Barker Fire & Safety	9,200.00	10/29/25	88 new 5# ABC Stored Pressure Extinguishers plus labor
TrueNorth Companies	1,288.00	10/10/25	23/26 Boiler/Equipment Breakdown - year 3
TrueNorth Companies	2,909.00	10/17/25	Property Insurance adding Building 17
USDA, APHIS, General	1,862.72	01/01/25	Wildlife mitigation services
Tenant deposit refund - D-04 Hangar	175.00	06/30/25	Iowa Computer Gurus moved to BH N-03
Total Airport Operations Fund	\$ 44,803.28		
Jensen Builders	31,683.06	10/09/25	North Property Line Box Hangers-Phase 2 - RETAINAGE PAYMENT
McClure Engineering	3,379.25	09/29/25	North Property Line Box Hangers-Phase 2
McClure Engineering	12,750.86	09/29/25	Reconstruct Runway 18/36 Design and Bidding Engineering Professional Services
McClure Engineering	18,293.57	09/29/25	Reconstruct Airport Entrance Roundabout and Terminal Building Parking Lot - Design & Bidding
Jensen Builders	184,260.50	10/31/25	Reconstruct Airport Entrance Roundabout and Terminal Building Parking Lot - Construction & Project Improvement
Total Capital Improvements Fund	\$ 250,367.24		
Grand Total	<u>\$ 295,170.52</u>		

See attachments for more information regarding:

Contractor/project costs

Snow removal costs, if applicable

Insurance renewal costs, if applicable

POLK COUNTY AVIATION AUTHORITY

Balance Sheet

As of October 31, 2025

Oct 31, 25

ASSETS

Current Assets

Checking/Savings

102 · FIRST NATIONAL BANK 4,976,508.66

Total Checking/Savings 4,976,508.66

Accounts Receivable

112 · ACCOUNTS RECEIVABLE 4,105.18

Total Accounts Receivable 4,105.18

Other Current Assets

113 · PRE-PAID EXPENSES 67,487.39

114 · LEASE RECEIVABLE 971,110.49

115 · ACCRUED INTEREST RECEIVABLE 13,346.00

Total Other Current Assets 1,051,943.88

Total Current Assets 6,032,557.72

Fixed Assets

140 · NON-DEPRECIABLE ASSETS 6,956,965.27

141 · DEPRECIABLE ASSETS 27,885,447.73

180 · CONSTRUCTION IN PROGRESS 4,265,548.05

181 · ACCUMULATED DEPRECIATION (19,931,344.11)

Total Fixed Assets 19,176,616.94

TOTAL ASSETS 25,209,174.66

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202 · ACCOUNTS PAYABLE 294,558.37

Total Accounts Payable 294,558.37

Other Current Liabilities

204 · RETAINAGE PAYABLE 14,586.40

206 · DEFERRED REVENUE 14,910.68

207 · HANGAR/LEASE ADVANCE DEPOSITS 20,070.28

209 · DEFERRED LEASE REVENUE 944,162.69

Total Other Current Liabilities 993,730.05

Total Current Liabilities 1,288,288.42

Total Liabilities 1,288,288.42

Equity

3000 · INVESTED IN CAPITAL ASSETS 18,513,364.44

3001 · UNRESTRICTED NET ASSETS 6,173,728.54

3003 · RESTRICTED FOR AIRPORT IMPROVE (766,206.74)

Total Equity 23,920,886.24

TOTAL LIABILITIES & EQUITY 25,209,174.66

POLK COUNTY AVIATION AUTHORITY

Profit & Loss Budget vs. Actual

July 2025 through June 2026

	Jul '25 - Jun 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	703,871.01	1,407,742.00	(703,870.99)	50.0%
401 · LEASE AND LICENSE FEE INCOME	40,586.20	135,000.00	(94,413.80)	30.06%
403 · FUEL FEE INCOME	21,203.32	49,000.00	(27,796.68)	43.27%
404 · INTEREST INCOME	6,673.00	0.00	6,673.00	100.0%
407 · OTHER REVENUE	2,037.13	0.00	2,037.13	100.0%
Total Income	774,370.66	1,591,742.00	(817,371.34)	48.65%
Gross Profit	774,370.66	1,591,742.00	(817,371.34)	48.65%
Expense				
601 · OFFSITE MANAGEMENT SERVICES	0.00	80,100.00	(80,100.00)	0.0%
602 · POSTAGE & OFFICE SUPPLIES	190.46	1,900.00	(1,709.54)	10.02%
603 · ONSITE MANAGEMENT SERVICES	62,515.76	187,547.00	(125,031.24)	33.33%
610 · ADVERTISING & PROMOTION	101.85	700.00	(598.15)	14.55%
611 · PUBLICATIONS	465.52	2,400.00	(1,934.48)	19.4%
612 · CONFERENCES AND SEMINARS	527.00	4,000.00	(3,473.00)	13.18%
613 · LEGAL SERVICES	2,660.50	34,000.00	(31,339.50)	7.83%
614 · AUDIT SERVICES	0.00	17,500.00	(17,500.00)	0.0%
616 · GENERAL INSURANCE	2,805.40	8,700.00	(5,894.60)	32.25%
617 · PROPERTY INSURANCE	18,974.33	61,000.00	(42,025.67)	31.11%
618 · PUBLIC OFFICIALS INSURANCE	1,144.23	3,600.00	(2,455.77)	31.78%
630 · SNOW REMOVAL & MOWING	8,898.17	108,000.00	(99,101.83)	8.24%
631 · REPAIRS & MAINTENANCE (General)	78,219.52	123,000.00	(44,780.48)	63.59%
640 · UTILITIES	2,003.93	6,600.00	(4,596.07)	30.36%
644 · AIRPORT PLANNING & ENGINEERING	11,294.99	63,000.00	(51,705.01)	17.93%
645 · MISCELLANEOUS	0.00	100.00	(100.00)	0.0%
703 · NORTH PROPERTY LINE BOX HANGARS	132,434.05	0.00	132,434.05	100.0%
704 · MAINTENANCE BUILDING	0.00	1,774,000.00	(1,774,000.00)	0.0%
718 · EXTEND RUNWAY 18	17,366.20	4,845,600.00	(4,828,233.80)	0.36%
725 · SOUTH CORPORATE TERMINAL	13,650.00	0.00	13,650.00	100.0%
729 · RECONSTRUCT & EXTEND RW 18/36	77,197.31	8,092,500.00	(8,015,302.69)	0.95%
734 · ELEVATOR AND LOBBY ADDITION	0.00	600,000.00	(600,000.00)	0.0%
736 · REMOVE & REPLACE PAVEMENT	525,559.18	0.00	525,559.18	100.0%
Total Expense	956,008.40	16,014,247.00	(15,058,238.60)	5.97%
Net Ordinary Income	(181,637.74)	(14,422,505.00)	14,240,867.26	1.26%
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	48,867.31	181,000.00	(132,132.69)	27.0%
504 · FAA GRANT REIMBURSEMENT	0.00	12,861,175.00	(12,861,175.00)	0.0%
505 · STATE GRANT REIMBURSEMENT	0.00	400,000.00	(400,000.00)	0.0%
Total Other Income	48,867.31	13,442,175.00	(13,393,307.69)	0.36%
Net Other Income	48,867.31	13,442,175.00	(13,393,307.69)	0.36%
Net Income	(132,770.43)	(980,330.00)	847,559.57	13.54%

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

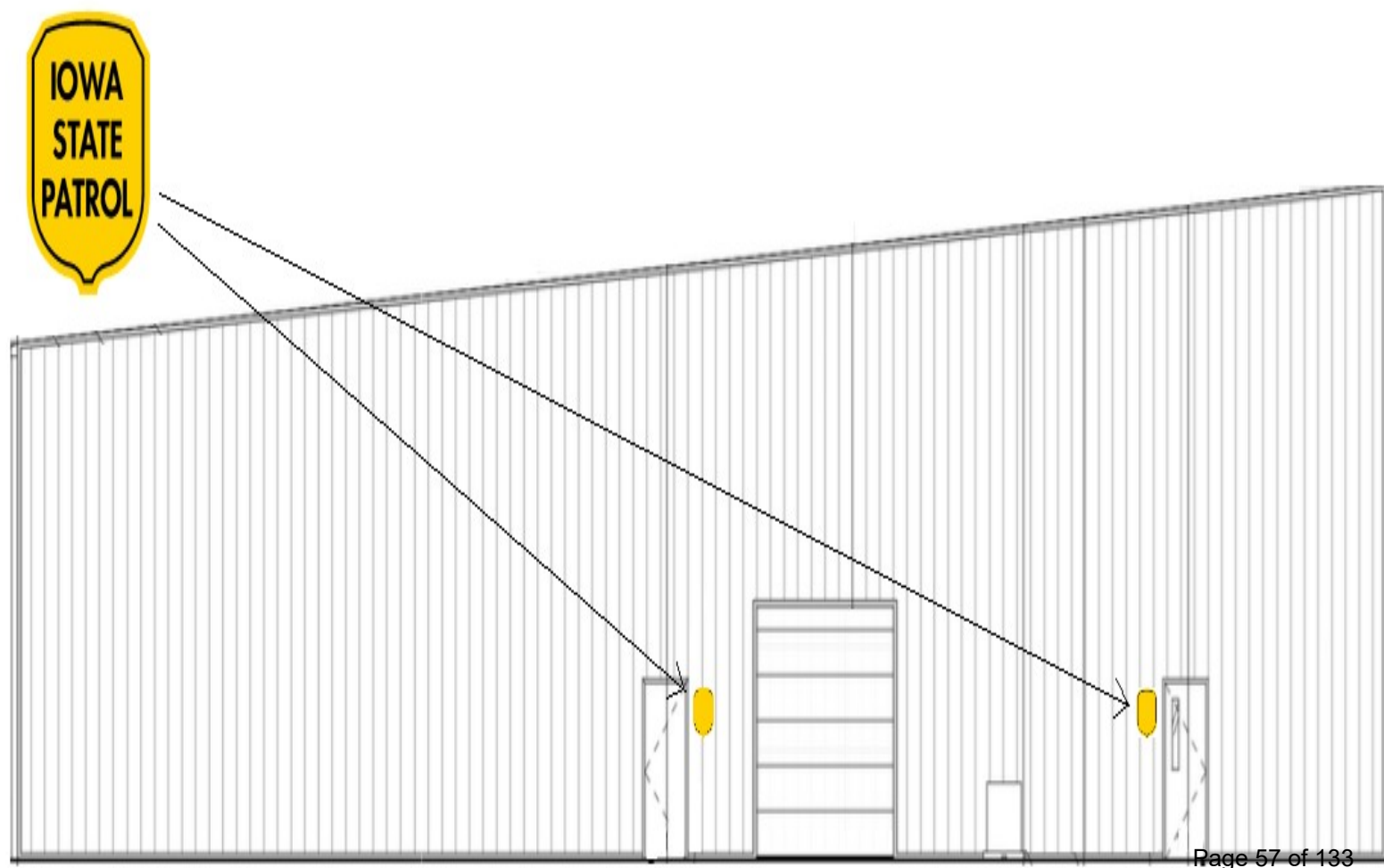
As of October 31, 2025

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Casey's Hangar Land Lease	205.96	0.00	0.00	1.00	0.00	206.96
EXEC 1 AVIATION (F-09)	3,898.22	0.00	0.00	0.00	0.00	3,898.22
TOTAL	4,104.18	0.00	0.00	1.00	0.00	4,105.18

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	Grant diff	acct
Sheet01	General Engineering - 2022 Agreement	McClure Engineering	EXP	100,395.06	-	100,395.06	100,395.06	-	-	-	-		-	644
Sheet08	General Planning - 2022 Agreement	HDR Engineering	EXP	42,000.00	-	42,000.00	19,971.89	22,028.11	-	-	-		-	644
Sheet03	Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	53,000.00	(6,233.94)	46,766.06	42,090.05	4,676.01	-	-	-		-	631
Sheet11	Strengthen & Extend RW 18/36	McClure & HDR	FAA	438,521.00	27,217.80	465,738.80	437,536.80	28,202.01	-	224,283	224,283		-	729
Sheet22	North Property Line Box Hangars - Phase 1	McClure, Jensen Builders	laDOT	1,543,446.90	25,549.49	1,568,996.39	1,565,878.39	3,118.00	-	565,200	565,200		-	703
Sheet23	3-Year Vegetation Control Agreement	Perficut ('23-'25)	EXP	47,586.00	-	47,586.00	47,586.00	-	-	-	-	FY26	-	631
Sheet24	Taxiway D Apron and Access Roadway Paving-Phase 4	McClure & Concrete Tech	laDOT	733,200.85	12,403.85	745,604.70	739,527.10	6,077.60	-	400,000	331,215		68,785	721
Sheet29	North Property Line Box Hangars - Phase 2	McClure, Jensen	laDOT	845,795.10	1,459.40	847,254.50	859,246.47	(11,991.97)	-	411,425	184,677		226,748	703
Sheet26	Reconstruct Runway 18/36	McClure/Foth	FAA	852,545.00	2,564.62	855,109.62	855,109.62	-	-	-	-	FY26	-	729
Sheet30	Extend Runway 18	McClure/HDR Engineering	FAA	385,039.00	-	385,039.00	385,039.00	-	-	-	-	FY26	-	718
Sheet31	Remove/Replace Pavement - Entrance Drive/Roundabout/Parking Lot	McClure/OneBridge Locating/Jensen Builders	FAA	796,613.12	20,503.00	817,116.12	633,712.58	183,403.54	14,586.40	-	-		-	736
Sheet32	Runway 18 Localizer Relocation - Glideslope Impacts	McClure/HDR Engineering	FAA	989,407.09	-	989,407.09	184,907.09	804,500.00	0%	-	-		-	718
Sheet33	South Corporate Terminal Area Development	HDR Engineering	EXP	60,000.00	-	60,000.00	54,000.00	6,000.00	0%	-	-		-	725
Sheet34	Reconstruct Runway 18/36 - CA & Observation Services/Construction	McClure/Manatt's	FAA	11,919,425.58	-	11,919,425.58	57,289.05	11,862,136.53	-	-	-		-	729
Sheet35	Concrete Paving of Infill Areas - Tee Hangar Taxilanes	Nehring Construction	EXP	21,935.50	-	21,935.50	-	21,935.50	-	-	-		-	
Sheet25	Airport Brand Signing and Entry Improvements	McClure & 818, LLC	EXP	102,964.89	9,491.13	112,456.02	112,456.02	-	-	-	-	FY25	-	730
Sheet27	T-Hangars Gutter Replacement Project	Wood Roofing & Sheet Metal Co.	EXP	94,916.40	12,200.00	107,116.40	107,116.40	-	-	-	-	FY25	-	738
Sheet28	Rotating Beacon Replacement	Van Maanen Electric, Inc	EXP	22,753.00	-	22,753.00	22,753.00	-	-	-	-	FY24	-	
Sheet07	Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	laDOT	736,490.90	41,046.73	777,537.63	777,537.63	-	-	312,682	312,682	FY24	-	
Grayed out = Completed items, no new charges expected				27,186,564.77	2,045,522.66	29,232,087.43	16,301,162.84	12,930,085.33	14,586.40	6,514,296	6,218,763		295,533	
									\$ 14,586.40					
									^= 204 Retainage Pay		^ = 110 Grant AR			

Paul,

Please see the below image. Our hope was to have the Iowa State Logo placed directly next to each of the entrances. Each sign would be 12" by 15".



RESOLUTION 2025-

RESOLUTION ACCEPTING TWO IOWA DOT GRANT AGREEMENTS FOR THE PARTIAL FUNDING OF THE PCAA MAINTENANCE STORAGE FACILITY PROJECT AT THE ANKENY REGIONAL AIRPORT

WHEREAS, the Polk County Aviation Authority (PCAA), as the owner and operator of the Ankeny Regional Airport, is undertaking a project to construct a maintenance storage building to address the need for the storage of mowing equipment, snow fighting equipment, and other maintenance equipment that will be used at the airport starting in 2026 as the management responsibilities of the airport transfer from Exec 1 to the PCAA, and

WHEREAS, the PCAA submitted two applications to the Iowa DOT for FY 2026 State Aviation Program funding to assist in the financing and construction of the proposed project as follows:

1. Site Work to Construct Maintenance Storage Facility
Iowa DOT AIP Grant Project Number 9I260IKV100
67% of the site work costs, up to a maximum of \$100,000.00
2. Construct Maintenance Storage Facility
Iowa DOT GAVI Grant Project Number 9I260IKV300
18% of the vertical infrastructure costs, up to a maximum of \$300,000.00
; and

WHEREAS, the Iowa DOT subsequently approved the grants to the PCAA and, pending approval of the instruments, has agreed to reimburse the PCAA for the above amounts in accordance with the attached grant agreements; and

WHEREAS, the Polk County Aviation Authority believes that it is in the best interest of the airport to accept the said grant agreements with the Iowa DOT.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority accepts the following two grant agreements between the Polk County Aviation Authority and the Iowa Department of Transportation for the partial funding of the PCAA Maintenance Storage Facility, and further authorizes the Aviation Authority Chairperson to execute the grant agreements:

1. Site Work to Construct Maintenance Storage Facility
Iowa DOT AIP Grant Project Number 9I260IKV100
2. Construct Maintenance Storage Facility
Iowa DOT GAVI Grant Project Number 9I260IKV300

Passed and approved this 6th day of November, 2025.

Jeff Wangsness, PCAA Chairperson

Attest _____
Diane Klemme
PCAA Recording Secretary

August 13, 2025

Ankeny Regional Airport
Paul Moritz
410 W First Street
Ankeny, IA 50023

Dear Paul:

Congratulations! The FY 2026 Airport Development Application you submitted with the Iowa DOT was approved for funding by the Iowa Transportation Commission on August 12, 2025. The grant award is for **67%** of eligible costs up to a maximum state share of **\$100,000** for the following project: **Site Work to Construct Maintenance Facility**.

Attached is a grant agreement the airport sponsor should review, sign, and return to me by email. Hard copies are not required. **The airport sponsor has 90 days to sign the grant and return it to the Iowa DOT.** Once received, the Iowa DOT will sign and return a fully executed agreement to the sponsor. The airport sponsor is authorized to begin the project **only after** receiving the contract with both Iowa DOT and Sponsor signatures in place.

Please review the agreement and note the Airport's responsibilities and assurances, targeted small business and audit requirements. If the sponsor will be requesting reimbursement for engineering services, a copy of the agreement will need to be provided to the Iowa DOT. The Iowa DOT recommends that engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than \$150,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

Stand-alone Iowa DOT grant administration expenses as part of the engineering agreement are not eligible for reimbursement. Project administration, closeout, and other related engineering costs remain eligible. Sponsors needing assistance on administration of these grants can reach out to our office directly.

A few important reminders as you prepare to get underway with the project:

- The project must be under obligation within 12 months.

-
- Only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement.
 - Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid.
 - Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.
 - A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at <https://iowadot.forms.govos.com/sc/aviation>

If you have any questions regarding this information, please call me at 515-239-1048.

Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2026
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the “Iowa DOT” and **Polk County Aviation Authority**, hereafter the “SPONSOR”.

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Ankeny Regional Airport** hereafter the “Airport.”

Improvements shall consist of: **Site Work to Construct Maintenance Facility**, as more clearly defined in the project application.

It shall be referred to as the “Project” and shall be identified by

Project number: **9I260IKV100**

Contract number: **CNTRT-00008974**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

The Iowa DOT agrees to reimburse the SPONSOR **67%** of the eligible project costs, not to exceed the maximum amount payable of **\$100,000**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.03 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.

<https://www.legis.iowa.gov/docs/iac/chapter/761.180.pdf>

- Competitive bid procedures for all projects greater than \$206,000.
 - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$114,000 and \$206,000
 - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$82,000 and \$206,000,
 - Informal local procedures for projects less than the thresholds identified for competitive quotations.
- Maximum guaranteed price contract requirements for eligible projects as identified in Chapter 26A of the Code of Iowa.

- 2.04 The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, Iowa Code Chapter 26A, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering, architectural plans and specifications, and/or construction documents* must be used. The SPONSOR shall submit any plans, specifications, construction documents and other contract documents to the Iowa DOT for its files.
*See 26A.3(2)
- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.12. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit(s) will apply and are hereby made a part of this agreement:
 - Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)"

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
 - (a) Let contracts according to provisions of Chapter 26 of the Iowa Code, as well as Chapter 26A of the Iowa Code if applicable, and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$150,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of

- Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
 - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
 - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
 - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
 - (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
 - (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the

Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10
- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Tamara Nicholson
Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)

October 2024

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars, and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted
Small Business Certification Program 1963 Bell
Ave.

Suite 200

Des Moines, IA 50315 Phone:
(515-348-6193)

Website: <https://www.iowaeda.com/small-business/targeted-small-business/>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority, and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing, and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6200) to identify potential material suppliers, manufacturers, and contractors.

- A. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- B. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- C. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- D. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- E. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work, or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus Form 730007, TSB Pre-Bid Contact Information. Form 730007 can be found here: <https://iowadot.seamlessdocs.com/f/TargetedSmallBusinessTSBPrebidContactInfo>

A. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the “Quotation Used in Bid” column along with a “yes” indicated on the Pre- BID Contract Information Form.

B. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications, and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors’ groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor’s files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Form 260017 [\[Iowa DOT\] 260017. Checklist and Certification for the Utilization of TSBs on Non-Federal Projects](#)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

August 13, 2025

Ankeny Regional Airport
Paul Moritz
410 W First Street
Ankeny, IA 50023

Dear Paul:

Congratulations! The FY 2026 General Aviation Vertical Infrastructure Program Application you submitted with the Iowa DOT was approved for funding by the Iowa Transportation Commission on August 12, 2025. The grant award is for **18%** of eligible costs up to a maximum state share of **\$300,000** for the following project: .

Attached is a grant agreement the airport sponsor should review, sign, and return to me by email. Hard copies are not required. **The airport sponsor has 90 days to sign the grant and return it to the Iowa DOT.** Once received, the Iowa DOT will sign and return a fully executed agreement to the sponsor. The airport sponsor is authorized to begin the project **only after** receiving the contract with both Iowa DOT and Sponsor signatures in place.

Please review the agreement and note the Airport's responsibilities and assurances, targeted small business and audit requirements. If the sponsor will be requesting reimbursement for engineering services, a copy of the agreement will need to be provided to the Iowa DOT. The Iowa DOT recommends that engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than \$150,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

Stand-alone Iowa DOT grant administration expenses as part of the engineering agreement are not eligible for reimbursement. Project administration, closeout, and other related engineering costs remain eligible. Sponsors needing assistance on administration of these grants can reach out to our office directly.

A few important reminders as you prepare to get underway with the project:

- The project must be under obligation within 12 months.

-
- Only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement.
 - Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid.
 - Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.
 - A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at <https://iowadot.forms.govos.com/sc/aviation>

If you have any questions regarding this information, please call me at 515-239-1048.

Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2026
GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI)**

THIS AGREEMENT is made between the Iowa Department of Transportation called the “Iowa DOT” and **Polk County Aviation Authority**, hereafter the “SPONSOR”.

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Ankeny Regional Airport**, hereafter the “Airport”.

Improvements shall consist of:
Construct Maintenance Storage Facility, as more clearly defined in the project application.

It shall be referred to as the “Project” and shall be identified by

Project number: **9I260IKV300**

Contract number: **CNTRT-00009003**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.03 The Iowa DOT agrees to reimburse the SPONSOR **18%** of the eligible project costs, not to exceed the maximum amount payable of **\$300,000** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.

2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.

<https://www.legis.iowa.gov/docs/iac/chapter/761.180.pdf>

- Competitive bid procedures for all projects greater than \$206,000.
 - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$114,000 and \$206,000
 - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$82,000 and \$206,000,
 - Informal local procedures for projects less than the thresholds identified for competitive quotations.
- Maximum guaranteed price contract requirements for eligible projects as identified in Chapter 26A of the Code of Iowa.

- 2.05 The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, Iowa Code Chapter 26A, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering, architectural plans and specifications, and/or construction documents* must be used. The SPONSOR shall submit any plans, specifications, construction documents and other contract documents to the Iowa DOT for its files.
*See 26A.3(2)
- 2.06 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.07 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.08 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.09 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.10 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.11 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.12 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.13 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied

the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.14 Funding will be available for reimbursement of the project for two years after the date of the agreement, unless appropriations are withdrawn under 2.12. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.15 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.16 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.17 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.18 The attached Exhibit(s) will apply and are hereby made a part of this agreement:
- Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)"

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
- (a) Let contracts according to provisions of Chapter 26 of the Iowa Code, as well as Chapter 26A of the Iowa Code if applicable, and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$150,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

- (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
- (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
- (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
- (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
- (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

- 4.01 The Project is for the sole purpose and use of aviation related activities and must be owned by the SPONSOR. The SPONSOR shall not lease airport space constructed with this grant to activities unrelated to aviation.

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation

according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10.
- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Tamara Nicholson
Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)

October 2024

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars, and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted
Small Business Certification Program 1963 Bell
Ave.

Suite 200

Des Moines, IA 50315 Phone:
(515-348-6193)

Website: <https://www.iowaeda.com/small-business/targeted-small-business/>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority, and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing, and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6200) to identify potential material suppliers, manufacturers, and contractors.

- A. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
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TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work, or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
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B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
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The above documentation shall remain in the contractor’s files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Form 260017 [\[Iowa DOT\] 260017. Checklist and Certification for the Utilization of TSBs on Non-Federal Projects](#)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date



Project Title: Reconstruct Airport Entrance Roundabout and Terminal Parking Lot
Contractor: Jensen Builders, Ltd.
Address: 2097 NE 60th Avenue, Des Moines, IA 50313
Finance Budget Code: _____ **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-007 **PO #** N/A
Original Contract Date: July 10, 2025 **Vendor #** N/A

Change Order Number: 2

Change Order Date: November 6, 2025

Purpose of Change Order:

This Change Order addresses the following project changes:

Leveling and Cleanup of Stockpile Area

Change Order #2 will increase the contract by Two Thousand Dollars and No Cents (\$2,000.00) from Four Hundred Ninety-Nine Thousand One Hundred Sixty-One Dollars and Twelve Cents (\$499,161.12) to Five Hundred One Thousand One Hundred Sixty-One Dollars and Twelve Cents (\$501,161.12).

Details of Change Order

ITEM #	DESCRIPTION	UNITS	ORIGINAL QUANTITY	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2A-1	Leveling and Cleanup of Stockpile Area	LS	0.00	1.00	\$ 2,000.00	\$ 2,000.00
						\$ -
						\$ -

Change Order Number 2 makes the following adjustments to the contract: **\$ 2,000.00**

Contractor Accepted: Jensen Builders, Ltd.

By: _____

Date: _____

Engineer Approved: McClure

By: David Owens

October 29, 2025

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		\$492,313.12
1	October 9, 2025	\$3,548.00
3	October 9, 2025	\$3,300.00
2	November 6, 2025	\$2,000.00
4		
5		
6		
7		
8		

Revised Contract amount: \$501,161.12

Current Calendar Day Contract Time:	81 Calendar Days
Calendar Days Adjustment:	2 Calendar Days

Revised Calendar Days: 83



Project Title: Reconstruct Airport Entrance Roundabout and Terminal Parking Lot
Contractor: Jensen Builders, Ltd.
Address: 2097 NE 60th Avenue, Des Moines, IA 50313
Finance Budget Code: _____ **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-007 **PO #** N/A
Original Contract Date: July 10, 2025 **Vendor #** N/A

Change Order Number: 4

Change Order Date: November 6, 2025

Purpose of Change Order:

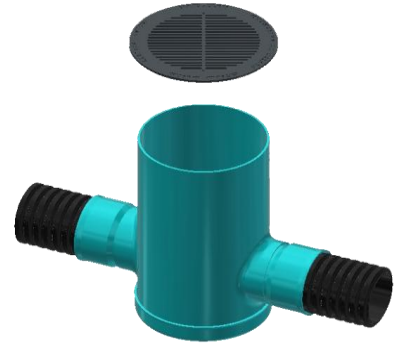
This Change Order addresses the following project changes:

Install Nyloplast Storm Sewer Drain Basin in Terminal Building Front Lawn Area

Change Order #4 will increase the contract by Eight Hundred Eighty Dollars and No Cents (\$880.00) from Five Hundred One Thousand One Hundred Sixty-One Dollars and Twelve Cents (\$501,161.12) to Five Hundred Two Thousand Forty-One Dollars and Twelve Cents (\$502,041.12).

Nyloplast® Drain Basin

Nyloplast® Drain Basins are custom built and can be utilized in a variety of stormwater applications. They represent the latest in stormwater capture technology and their innovative combination of proven performance ductile iron grates with a rugged PVC structure makes them unique in the surface drainage industry.



Details of Change Order

ITEM #	DESCRIPTION	UNITS	ORIGINAL QUANTITY	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
4A-1	Nyloplast Storm Sewer Drain Basin	LS	0.00	1.00	\$ 880.00	\$ 880.00
						\$ -
						\$ -

Change Order Number 4 makes the following adjustments to the contract: **\$ 880.00**

Contractor Accepted: Jensen Builders, Ltd.

By: _____

Date: _____

Engineer Approved: McClure

By: *David Owens*

October 29, 2025

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		\$492,313.12
1	October 9, 2025	\$3,548.00
3	October 9, 2025	\$3,300.00
2	November 6, 2025	\$2,000.00
4	November 6, 2025	\$880.00
5		
6		
7		
8		

Revised Contract amount: \$502,041.12

Current Claendar Day Contract Time:	83 Calendar Days
Calendar Days Adjustment:	1 Calendar Days

Revised Calendar Days: 84

RESOLUTION NO. 2025-

**RESOLUTION RATIFYING THE SIGNING OF THE FEDERAL AVIATION
ADMINISTRATION GRANT OFFER FOR REPLACING THE PAPI AND REIL
SYSTEMS ON THE RECONSTRUCT AND EXTEND RUNWAY 18/36 PROJECT.
FAA AIP 3-19-0132-035-2025**

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

- Approval of the Airport Improvement Program Data sheets with the Sponsor's Signature and airfield project application with sponsor's signature, and
- Certification that the local match exists if the grant is awarded, and
- Authorization to submit the proposed projects for State or Federal Grants; and

WHEREAS, a Federal Aviation Administration (FAA) Grant Application has been completed by McClure Engineering Company to facilitate the matching funding for replacing the PAPI and REIL systems as part of the Reconstruct and Extend Runway 18/36 Project at the Ankeny Regional Airport; and

WHEREAS, the Polk County Aviation Authority previously submitted the said grant application to the Federal Aviation Administration (FAA) to facilitate the partial funding of the said landing system component replacements at the Ankeny Regional Airport; and

WHEREAS, the Polk County Aviation Authority previously received the grant offer from the FAA for an amount not to exceed 90% of the eligible project costs for the PAPI and REIL system replacements on the said project.

NOW THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby acknowledges the grant offer for the PAPI and REIL system replacements on the Reconstruct and Extend Runway 18/36 Project at the Ankeny Regional Airport and further ratifies the signing of the said agreement by the Airport Board Manager and Airport Attorney.

Passed and adopted this 6th day of November, 2025.

POLK COUNTY AVIATION AUTHORITY

Jeff Wangsness, Chairperson

Diane Klemme, Recording Secretary



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Central Region
Iowa

Office of Airports
(ACE-600)
901 Locust, Room
364
Kansas City, MO
64106

September 9, 2025

Airport Manager Paul Moritz
City of Ankeny
410 West First St.
Ankeny, IA 50023

Dear Paul Moritz:

The Grant Offer for the Airport Improvement Program (AIP) Supplemental Grant Program Project No. 3-19-0132-035-2025 at Ankeny Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 12, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ryan DaMetz, (816) 329-2628, ryan.m.dametz@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rodney N. Joel
Director

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)
FY 2024 SUPPLEMENTAL GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	September 9, 2025
Airport/Planning Area	Ankeny Regional Airport
Supplemental Appropriation Grant Number	3-19-0132-035-2025
Unique Entity Identifier	HB47TMEKAPN8

TO: Polk County Aviation Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 17, 2025, for a grant of Federal funds for a project at or associated with the Ankeny Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ankeny Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Runway 18/36 (5,500 ft. x 100 ft.) and Connecting Taxiways within the Runway Safety Area; Replace Runway 18/36 PAPI and REIL Systems; Phase 3 – Construction – Approximately 12% of Total Eligible Project Costs

Extend Runway 18 (500 ft. x 100 ft.) - Ineligible

which is more fully described in the Project Application.

NOW THEREFORE,

Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq.; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-

254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95)% of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,100,000.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,100,000 for airport development; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). All project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. § 47110(c). Certain airport development costs incurred before execution of the grant agreement, but after November 15, 2021, are allowable only if certain conditions under 49 U.S.C. § 47110(c) are met.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination:

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a)(1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 12, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

- d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - . Associated with performance under this Grant; or
 - . Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (b)(1) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b)(1) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(a) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions.* For purposes of this Grant award, term:
 - a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

- ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. "Private entity" means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
23. **Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 6/28/2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Retaliation.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees 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)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>
30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:
- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
 - b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and

components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. National Airspace System Requirements.

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 1. additional conditions on the award;
 2. consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs; requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 3. any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. Signage Costs for Construction Projects. The Sponsor agrees that it will require the prime contractor of a Federally assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration. The sponsor will follow applicable federal laws pertaining to Subchapter 12 and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Airport Layout Plan (ALP)**. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as described by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).

36. **Lighting**. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

37. **Environmental**. The environmental approval for this project was issued on March 26, 2024. This project includes the following mitigation measures:

- a. Obtain wetlands permit from US Army Corps of Engineers (USACE) to extend runway and impact 0.25 acres of palustrine emergent wetland. If compensatory mitigation is required, the Polk County Aviation Authority will seek to purchase wetland credits from an approved wetland bank.
- b. Use best management practices to minimize impacts to water quality during construction. Since construction activities will disturb more than 1 acre, obtain a National Pollutant Discharge Elimination System (NPDES) permit prior to construction. Apply to the Iowa Department of Natural Resources (IDNR) for the permit.

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

38. **Instrument Landing System and Associated Equipment in Project**. The Sponsor agrees that it will:

- a. Prior to commissioning, assure the equipment meets the FAA's standards; and
- b. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

39. **Airport - Owned Visual or Electronic Navigation Aids in Project**. The Sponsor agrees that it will:

- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);
- b. Prior to commissioning, assure the equipment meets the FAA's standards; and
- c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

40. **Airports Geographic Information System (GIS) Survey**. If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.

41. **Pavement Maintenance Management Program**. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C.

§ 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

42. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. The Sponsor further agrees to submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
43. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

44. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
45. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
46. **Non-Federally Funded Work in Application.** The Sponsor understands and agrees that:
- a. The Project Application includes the planning and/or construction of the work to Extend Runway 18/36 (500 ft. by 100 ft.); Construct Taxiway A1 from Taxiway A2 to Runway 18 Threshold (830 ft. by 35 ft.); and Relocate FAA-owned Runway 36 Localizer System Components (Relocate Localizer/DME Antenna and Shelter and Reconstruct Localizer Access Road) that is not being funded with any Federal funding in this project;
 - b. Although the Sponsor has estimated a total project cost of \$11,803,675.58, the total allowable cost for purposes of determining Federal participation equals \$9,613,753.78;
 - c. It must maintain separate accounting of cost records for Federally and non-Federally funded work;
 - d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and
 - e. All non-Federally funded work is the sole responsibility of the Sponsor.
47. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

48. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Rodney N. Joel

(Signature)

Rodney Joel

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 9, 2025

Polk County Aviation Authority

(Name of Sponsor)

Paul Moritz

Paul Moritz (09/09/2025 14:25:16 CDT)

(Signature of Sponsor's Authorized Official)

By: Paul Moritz

(Typed Name of Sponsor's Authorized Official)

Title: Airport Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Erin M. Clanton, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 9, 2025


 By: Erin M. Clanton (09/09/2025 15:10:49 CDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application,

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the

owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly

and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular

airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, The airport owner or operator maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and each amendment, approve or disapprove the plan and any revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and

sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Polk County Aviation Authority**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 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, all businesses 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, age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the

contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 17, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to

gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline.

- a. An airport owner or operator that made any 100-octane low lead aviation gasoline (100LL) available at such airport, at any time during calendar year 2022, may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the Administrator of the Federal Aviation Administration as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the Administrator.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



Paul Moritz, P.E.
Airport Board Manager

Memorandum

TO: PCAA Board

DATE: November 6, 2025

RE: Possible Sale of Properties north of SE Oralabor Road

PCAA Board: I contacted Angelia Muder, FAA Compliance Specialist, regarding our question about selling the properties on the north side of SE Oralbor Road with restrictions on the heights of any developments. Below is a summary of her response:

These parcels were federally funded to protect the Runway Protection Zone (RPZ) and approach area for the runway extension. Because they were AIP-participating acquisitions and remain inside the RPZ, they cannot be released or sold at this time.

Even if the airport imposed height restrictions or deed covenants, those do not mitigate the presence of structures or incompatible land use within an RPZ. FAA guidance clearly discourages introducing development or transferring ownership within this area.

FAA's position is that these parcels should remain under airport ownership and control and may continue to be leased only for compatible interim use.

A land release will not be supported unless a future ALP revision demonstrates the parcels are no longer needed for approach or RPZ protection. This obviously would not happen if we follow through with extending the runway. If ever proposed for disposal, a formal FAA land-release request with appraisal, updated ALP, and reinvestment plan would be required under Grant Assurance 31 and 49 U.S.C. §47107(c)(2)(B).



Paul Moritz, P.E.
Airport Board Manager

Memorandum

TO: PCAA Board

DATE: November 6, 2025

RE: Consideration of Private Box Hangar Ownership Transfer

PCAA Board: I contacted Angelia Muder, FAA Compliance Specialist, regarding our question about allowing an individual who constructs a hangar on the airport to deed it to the PCAA as soon as it is constructed. I explained that the property tax on the hangar structure is substantial, and this amount could be saved by the owner if the PCAA was the owner of record.

If this were allowed, the owner would still pay the value of the land lease for the underlying property. And the lease agreement would include a clause for annually "buying down" the value of the hangar construction over many years (without money changing hands) until the construction cost is exhausted. At that point, the hangar would become the property of the PCAA, according to our current hangar land lease policy. Below is a summary of her response:

This practice would raise several concerns.

1. Once the hangar is deeded to the airport, FAA would consider it airport-owned property, and therefore it must be leased at fair-market value. Any "buy-down" or delayed rent approach could be seen as revenue diversion.
2. The FAA generally discourages "lease-to-own" or "own-to-lease-back" arrangements because they can obscure ownership, delay fair-market rent collection, and create inequities among tenants (potentially implicating Grant Assurance 22).
3. Property-tax treatment is determined by the county assessor, and FAA does not have authority to grant or influence tax exemptions. Additionally, this approach may be seen as a violation to Grant Assurance 22, as the practice for one hangar owner would not be available to other/all hangar owners. I explained that we have had seven new hangar owners since about 2020.
4. When the hangar is leased back to the PCAA, the FAA would consider it as airport-owned property, and as such it would need to be leased at fair market value.

If the PCAA were to move forward with this arrangement on one of our two remaining hangar pads, the FAA would like to review the draft agreement, rate structure, and tax determination before execution. She also noted that the taxing authority (Polk County) should probably be informed and allowed to vet the agreement.