



Polk County Aviation Authority Meeting

Thursday, November 10, 2022

5:00 PM

1250 SW District Drive, Ankeny, Iowa

INSTRUCTIONS TO JOIN ELECTRONIC MEETING:

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

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

A. ROLL CALL

B. APPROVAL OF AGENDA

1. Approval of the November 10, 2022 Agenda

Action# B1-1. Consider motion to approve and accept the November 10, 2022 agenda without amendment.

C. PUBLIC FORUM

D. FBO REPORTS

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

Discussion on FOD Boss Runway Cleanup Equipment/Drag

E. FINANCE / BUDGET REPORTS

F. CONSENT AGENDA ITEMS

CA - 1 Consider motion to approve the October 6, 2022, minutes.

- CA - 2** Consider motion to approve Payment #56 in the amount of \$1,095 to McClure Engineering Company for services that include General On-Call Engineering Services.
- CA - 3** Consider motion to approve Payment #3 in the amount of \$18,103.00 to McClure Engineering Company for services that include reconstruct/strengthen and extend Runway 18/36.
- CA - 4** Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$49,062.94.
- CA - 5** Consider motion to approve October, 2022 Financial Reports

- **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-5.

Action# F1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-5.

G. REMOVED CONSENT AGENDA ITEMS

H. OLD BUSINESS

I. NEW BUSINESS

1. Consider motion to adopt **RESOLUTION** granting a Temporary Construction Easement to Hubbell Realty Company to facilitate the relocation of a section of drainage channel onto the Ankeny Regional Airport.
2. Consider motion to verify the signing of a petition for the rezoning of the NGR, Incorporated property located on the east side of the Ankeny Regional Airport.
3. Consider motion to approve a proposal from Voltmer Electric Inc. in the amount of \$16,808.97 to remove and replace the Runway End Identifier Lights (REIL) on Runway 4.
4. Consider motion to adopt **RESOLUTION** authorizing the execution of a Farm Land Lease with PowerPollen of Ames, Iowa for leasing of 110.97 acres for the purposes of farming and crop research.
5. Consider motion to adopt **RESOLUTION** approving Garage, Hangar and Tie-Down Lease documents effective for Calendar Year 2023.
6. Consider motion to direct HDR Engineering, Inc. to prepare a scope of services for an environmental assessment needed for the Runway 18/36 Strengthening Project, the Runway 18/36 Extension Project, and the South Corporate Terminal Area Development.
7. Consider motion to adopt **RESOLUTION** approving the adoption of a Land Disposal Policy for the Ankeny Regional Airport.
8. Consider motion to adopt **RESOLUTION** authorizing the execution of a Subordination Agreement with Acme Aviation, LLC and First Interstate Bank for the Acme Aviation - Taxiway D Box Hangar at the Ankeny Regional Airport.

J. REPORTS

1. Engineering Report

- a. Discussion on the Runway 18/36 Strengthening Project - Preliminary Engineering Report.
- b. North Property Line Box Hangars - Phase 1 Project: Update on survey and design.
- c. On-Call Planning Services by HDR Engineering, Inc. - Preparation of Task Order No. 1

2. Staff Report

- a. Review of the Proposed FFY 2024 Airport Capital Improvements Program
- b. Update on Deicer Trailer Acquisition
- c. B.I.L. Airport Terminal and Tower Grant Application Submittal
- d. Request from Acme Aviation Inc. for the installation of a gang mailbox.

3. Legal Counsel Report

4. Board Report

5. Chair Report

K. ADJOURNMENT



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

 Print

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?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

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ACTION REQUESTED:

LEGAL:

SUBJECT:

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EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

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- Fuel Report
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 - Hangar tenant waiting list report
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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [FBO Report](#)

 [Waiting List](#)

FBO REPORT November 10th, 2022

FUEL SALES

09/26 - 10/25	2022 Gallons		2021 Gallons	Last Month
100LL	11,233.1		6,729.7	13,987.1
JET-A	40,766.0		41,121.0	41,465.0
Total Gallons	51,999.1		47,850.7	55,452.1
51,999.1 x \$.09/gallon=		\$ 4,679.92		

Self-Serve 100LL fuel sales: 4619.5 gallons equaling 41% which is up from 38% last month.

T-HANGARS

ACCOUNTS RECIEVABLE: Nothing to report.

LEASES: Nothing to report.

INSURANCE RENEWALS: Nothing to report.

WAITING LIST: See attached list.

VIOLATIONS: Nothing to report.

REPAIRS:

Main hangar door: DHPACE was out and adjusted the west gust lock, it was not pulling the door completely shut.

Maintenance gate: Controlled access was out and fixed the gate, it was not opening and closing reliably. One of the control boards had dirty contacts and a pair or wires were missing a wire nut so they may have been shorting out.

T hangar gate: Controlled access was out; the gate's motor and main control board are burned up. New parts have been ordered and should be installed by mod November. Dave has asked for potential causes on this and is waiting for their answer. This is the second time this has happened this year with this gate.

Hangar I-02: DHPACE was out and replaced a broken drive belt on the main door.

MISC: Gutter sealing and repairs are being looked at to see what can be done to improve them.

AIRFIELD

LIGHTING:

Baker Electric was out to fix the rotating beacon, it as not lighting up. The old bulb and ballast were removed and LED lighting installed.

MOWING:

Done for the season.

SNOW REMOVAL:

Nothing to report.

WILDLIFE:

Jeff Wagness reported seeing a deer on the inside of the fence. We looked for any evidence of deer on the field and haven't found anything.

MISC:

Nothing to report.

SPECIAL

Nothing to report.

Waiting List

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

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

Pos	Date Added	Name	Plane	Phone	E-Mail	Notes
T HANGAR						
1	10/24/2018	Todd Slezak	Arrow III	319-210-3793	slezcorp@gmail.com	11/3/21 Dave K - email sent asking if he was still interested in a hangar. 11/5/21 Dave K sent a text asking about his interest. 11/5/21 texted back to stay on list. 09/22/22 Dave K e-mailed that he was next up and to verify that he wants to remain on the list.
2	12/6/2018	Derek Meyer	Looking	515-240-1077	meyer.derek3@gmail.com	11/5/21 Dave K - e-mailed Derek asking if he is still interested and what type of plane he has. 11/12/21 no plane, would like to stay on the list.
3	7/17/2019	Tony Morris	Zenith 750	515-202-4383	tkmorristwo@yahoo.com	11/5/21 Dave K - e-mailed Tony asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
4	7/17/2019	Jeff Davis	Looking	515-444-7673		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.
5	8/28/2019	Dan Stull	Looking	515-447-2339	Dan@Stullcompanies.com	
6	6/7/2017	Mike Hubbell	SR 22	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. 11/7/21 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.
7	10/18/2019	Dick Bascom	182	515-240-3001	Pop@BascomTruckandAuto.com	Found this request in wrong file 5.28.2020. 11/5/21 Dave K - e-mailed Dick asking if he is still interested.
8	10/31/2019	Mike Callison	Looking	515-505-9111	MLCallison8@gmail.com	11/5/21 Dave K - Called Mike, he wants to stay on the list.
9	11/22/2019	Nick Olson	Glasair	515-745-0603	cfi.nick@gmail.com	11/5/21 Dave K - e-mailed asking if he is still interested and what type of plane he has. 11/5/21 He emailed back to stay on the list.
10	12/23/2019	Ben Welch	Lancair, Robinson, C172	217-443-4992	bwelch54@msn.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
11	1/10/2020	Andy Maysent	Looking	515-231-1422	aMaysent@mecresults.com	11/5/21 Dave K - texted asking if he is still interested. 11/6/21 texted back to remain on list.
12	1/14/2020	James (Skip) Clark	Long EXZ N989LE	224-420-1400	S2244201400@gmail.com	via email. 11/5/21 Dave K - texted asking if he is still interested. 11/5/21 He said to keep him on the list.
13	1/23/2020	Ryan White	RV-9A	515-707-0124	ryanwhite72@gmail.com	Found this request in wrong file 5.28.2020. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 he would like to stay on the list.
14	2/11/2020	Darrin McBroom	Looking	515-271-2760	Darrin.Mcbroom@drake.edu	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
15	4/14/2020	Steve Johns	182	515-357-4247	johnzy3353@gmail.com	Found this request in wrong file 5.28.2020. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
16	4/20/2020	Scott Hogue	RV7	515-779-2447		Found this request in wrong file 5.28.2020. 11/5/21 Dave K - emailed asking if he is still interested. 11/22/21 Dave K texted to see if he's still interested. 11/22/21 He texted back that he'd like to remain on the list.
17	4/22/2020	Kurt Wendl	Looking	515-883-0566	kurtwendl@gmail.com	Found this request in wrong file 5.28.2020. 11/2/21 Dave K texted with Kurt, he will be moving back to DSM in 3 - 4 years asked be moved to bottom of the list.
18	8/7/2017	Peter James	Looking	515-991-5542	rvpilot@mchsi.com	11/5/21 Dave K - emailed asking if he is still interested. He said to keep him on the list, he may end up buying a plane at some point.
19	2/16/2016	Tom Burghardt	Cessna 340, RV7	515-418-2028	tlburghardt@stineseed.com	11/5/21 Dave K - emailed asking if he is still interested. 11/22/21 Dave K texted Tom to see if he is interested. I never heard back from the email I sent. 11/22/21 Tom called, the 340 won't fit in the T hangars however he also has an RV7 that will fit. He'd like to remain on the list.
20	3/21/2016	CAP - Darrel Mullins	Saratoga or Motor glider	515-490-6779	darrelmullins@me.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 wants to stay on list.
21	5/7/2020	Todd Freeland	Additional Plane	515-208-0819	todd@innovative-me.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 emailed back and asked to remain on the list.

11/3/2022

22	4/8/2016	Tom Kielty	Cessna 150	515-480-0313	tkielty73@gmail.com,wkielty@cloud.c	11/5/21 Dave K - texted asking if he is still interested. 11/5/21 Tom texted back to keep him on the list.
23	5/28/2020	Nick Wynen	Bonanza	515-965-9568	nixkiks1@gmail.com	11/5/21 Dave K - Nick wants to remain on the waiting list.
24	6/10/2020	Kayode Fajingbesi	Cessna 182	713-825-8262	Kay.Faji@yahoo.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he would like to stay on the list.
25	6/10/2020	Darby Bauer	Looking	515-306-9465	darby.bauer@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he would like to stay on the list. He is going to buy a second plane for cross country travel.
26	8/3/2020	John Paszek	N615BJ	619-876-8164	paszekj@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 emailed back asking to remain on the list. May be moving to Denver in a year but unsure if that will be long term.
27	9/2/2020	Nate Booth	Looking	515-802-2385	nate@otis8.com	11/5/21 Dave K texted, he would like to remain on the list.
28	10/9/2020	Brooks Woolson	looking	515-559-6875	brooks.woolson@gmail.com	11/6/21 Dave K talked to him, he'd like to stay on the list.
29	11/2/2017	Andy Rowland	Cessna	515-210-2452	Andy@ARowland.com	10/20/20 Passed on the available hangar - Dan Stull. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He wants to remain on the list.
30	11/5/2020	James Stogdill	Looking for Bonanza	515-240-7700	revjames.stog@gmail.com	12/07/21 - Dave K He called checking on his place on the list. He e-mailed back on 11/05/21 but never got added. I added him.
31	11/12/2020	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He wants to remain on the list.
32	11/20/2020	Todd Lenig	Looking	515-664-2451	tlenig@icloud.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 Wrote back to keep him on the list.
33	4/5/2021	Jacob Greenfield	Building Sonex B	(319)-573-9763	greenfj17@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He wants to remain on the list.
34	4/14/2021	Ben Welch	Lancair, Robinson, C172	217-443-4992	bwelch54@msn.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
35	5/1/2021	Mike Hannam	N845R Debonair	515-556-7290	bigyellowjeep@msn.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
36	5/14/2021	Clay Wright	V Tail Bonanza	515-669-8969	claytonwright01@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/22/21 Dave k texted to see if he wanted to remain on the list. 11/22/21 He texted back and would like to remain on the list.
37	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. 11/5/21 He emailed back, he wants to stay on the list. He also has a Titan Tornado II SS.
38	6/8/2021	Paul Peterson	C180	651-336-2041	fr8tdog@juno.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back, he wants to stay on the list.
39	6/8/2021	Alex Kalitzki	Looking	515-669-6993	kalitzkialexm@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back, he wants to stay on the list.
40	8/12/2021	David Hogan	RV6	949-410-5823	rv709rw@gmail.com	Called in, I told him to email me. Have not received email - Dan 11/22/21 Called Walter Aviation and spoke with Gretchen, she knows David. I asked her to pass my number along and for him to call me or I'll have to remove him from the list. 11/24/21 He replied back to stay on the list.
41	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
42	8/23/2021	Kurt Wegge	LongEZ - N85LD	225-456-6092	123kwegge@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back, he wants to stay on the list.
43	8/31/2021	Sam Marcsisak	looking	515-208-7946	Sam@midiovaelectric.com	11/5/21 Dave K - emailed asking if he is still interested. 11/08/21 emailed back asking t stay on list.
44	8/31/2021	Chad Larson	looking - C172	515-202-2394	CDLChadmark@hotmail.com	Dave K - Chad sent Dave an e-mail per Jeff Wagsness. Dave e-mailed Chad back letting him know he's been added to the list. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 he emailed back to stay on the list.
45	9/7/2021	Larry Plathe	looking - Malibu	515-508-1290	plathelarry@mchsi.com	11/5/21 Dave K - emailed asking if he is still interested.
46	9/27/2021	Ken Smith	Looking - Barron	515-771-4177	Ken@vistarei.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 emailed back to stay on the list. 11/22/21 Dave K - Ken stopped out to discuss options and he had questions about ownership.
47	10/4/2021	Kolbe Stenoien	Looking C172 or A36	515-201-6542	stenoien2@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to remain on the list.
48	4/19/2018	Solar Flying Club	New / Looking	515-344-6107		Shawn Svoboda - 11/2/21 Dave K called no plane, asked to be put at the bottom of the list.
49	9/3/2015	Kurt Wendl	Looking or building	515-883-0566	kurtwendl@gmail.com	Dianna: Passed on 12/7/16 asked to be put on the bottom of the list. 11/2/21 Dave K texted with Kurt, he will be moving back to DSM in 3 - 4 years asked be moved to bottom of the list.

11/3/2022

50	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.
51	11/29/2021	Nile Ackerman	RV-6	515-480-8075	nile.ackerman@gmail.com	11/29/21 Dave K - Request received. Preveious T Hangar customer, lives in Colorado now. Will be
52	12/1/2021	John Roan	Champ	515-240-9495	johnroan01@gmail.com	12/01/21 Dave K - Request received.
53	12/14/2021	Ben Welch	Lancair, Robinson, C172	217-443-4992	bwelch54@msn.com	12/14/21 Dave K - emailed asking to be added to the list. He is on the list three times as he has two planes and a helicopter.
54	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.
55	1/26/2022	Solar Flying Club	Looking	515-240-5272	jvimage@msn.com	01/26/22 - Dave K - Jeneanne e-mailed me asking to have Solar added to the list, I sent her their position on the list.
56	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.
57	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.
58	3/3/2022	Ken King	Looking	515-350-6201	kennethscotting@gmail.com	03/03/22 - Dave K - Ken e-mailed asking to be put on the list.
59	3/16/2022	Adam Obrecht	Looking	515-224-7849	aobrecht@aowealthadvisory.com	03/16/22 - Dave K - Adam e-mailed asking to be put on the list.
60	4/21/2022	Austin Lanphier	Looking	641-295-3058	lanphierproduce@gmail.com	04/21/22 - Dave K - Austin e-mailed asking to be put on the list.
61	4/28/2022	Marc Broer	Stinson 108	515-249-8511	skycoupe318@gmail.com	04/28/22 - Dave K - Marc e-mailed asking to be put on the list.
62	5/31/2022	John Kolbo	Bellanca Viking	402-681-0976	johnkolbo18@gmail.com	05/31/22 - Dave K - John e-mailed asking to be put on the list.
63	6/2/2022	Bill Bergren	Cessna 182	515-669-6331	bbergren1728@gmail.com	06/02/22 - Dave K - Bill e-mailed asking to be put on the list.
64	6/17/2022	Jeremy Sikes	Cessna 182	505-934-3244	flyabq@yahoo.com	06/17/22 - Dave K - Jeremy e-mailed asking to be put on the list.
65	6/17/2022	Chris Foster	Cherokee 160	515-505-5612	fosterlimo@aol.com	06/21/22 - Dave K - Chris e-mailed asking to be put on the list.
66	7/10/2022	Harold Petro	Cessna 140	515-402-1558	harleyguydsm@gmail.com	07/10/22 - Dave K - Harold e-mailed asking to be put on the list.
67	7/11/2022	Greg Jensen	Cherokee 235	515-291-3909	gregj@jcorpdesignbuild.com	07/11/22 - Dave K - Greg e-mailed asking to be put on the list.
68	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 till 2023/24
69	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.
70	9/6/2022	Nichole Needs	Cessna 150	515-518-7356	nichole.triplett@gmail.com	09/06/22 - Dave K - Nichole e-mailed asking to be put on the list.
71	9/7/2022	Gravis Alger	Cirrus SR22	515-650-1620	gravis.alger@gmail.com	09/07/22 - Dave K - Gravis e-mailed asking to be put on the list.
72	9/7/2022	David Switzer	Lancair 360	772-332-2016	davefromcoulee@comcast.net	09/07/22 - Dave K - Gravis e-mailed asking to be put on the list.

SOUTH HANGAR						
1	1/30/2017	Tony Palmer	A9 - C182			Dave K: contacted Tony to see if he's intersted, he will get back to me tomorrow. Tony declined the hangar
2	3/1/2019	Bill Sevenbergen	G4 - Cherokee 235			
3	6/25/2019	Byron Rees	D7 - CH701			
4	2/17/2020	Jeff Brandt	D8 - C172			
5	6/25/2018	Dave Schuler	A10 - RV14			Dan: Passed on C4 5.1.2020
6	9/27/2017	Scott Wallace	A6 - C150			Dan: Passed on C4 5.10.2020 Stuck in Colorado
7	11/11/2020	Ken Ashley	E8 - RV7	515-782-2803	malibuf16@gmail.com	
8	1/27/2022	Scott Biller	E6 - Dakota	515-240-0858	Scott.Biller1@gmail.com	
9	2/15/2016	Paul Reinke	E4 - Mooney 201			Paul is building a plane that will eventually go in the hangar.
10	12/27/2016	Dave Kalwishky	F7 - C182			Dianna: Declined A-2 on 12/16 and asked to stay on the list, but move to the bottom. / Dave K: passed on 06/28/22, asked to stay on list.

BOX HANGAR						
1	6/26/2022	JR Boeson	Cirrus			JR mentioned he might be intested in one of these.
2	6/26/2022	Ken Ashley	E8 - RV7	515-782-2803	malibuf16@gmail.com	Looking for a second plane, said he'd be intested in one of these hangars.
3	6/26/2022	Marty Jorgensen	F8 - C319R			I mentioned to Kirk Enos about the new hangars, let them know when the time comes.
4	6/26/2022	Ken Smith	Looking - Barron	515-771-4177	Ken@vistarei.com	He'd be a candidate for one of these hangars
5	7/9/2022	Paul Novak	Archer	515-240-3982	phnovak@aol.com	07/07/22 Dave K: Paul texted Dave asking to be put on the list.

GARAGE SPACE						
1	10/24/2018	Todd Slezak		319-210-3793	toddslezak@aol.com	
2	8/12/2019	Bob Folkestad		515-645-5902	bobf@creativeworksinc.com	
3	8/18/2019	Dan Stull		515-447-2339	Dan@Stullcompanies.com	
4	10/28/2020	Marc Broer				Only wants B-SE
5	10/28/2020	Ken Anderson				Will Pass on all others. Only wants G-NW - For door size
6	11/17/2020	Nic Rupiper		515-564-9715	nicholasrupiper@yahoo.com	
7	4/6/2020	Jacob Greenfield	Building A/C	319-573-9783	greenfj17@gmail.com	
8	7/7/2020	Todd Freeland		515-208-0819	todd@innovative-me.com	
9	2/3/2022	Dalton Headlee		515-975-3314	dalton.headlee@gmail.com	
10	4/21/2022	Lisa Reilly		515-661-4553		

COMMUNITY HANGAR						
1	9/8/2021	Darrel Mullins	Saratoga	515-490-6779	darrelmullins@me.com	Dave K added him to the list from a phone call. 02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list.
2	11/8/2021	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list.
3	2/7/2022	Craig Davidson	Piper Super Cub	515-393-7203	craigmel13@yahoo.com	02/07/22 - Request received. 02/13/22 Sent email with his position on the list and if he wants to stay on it.
4	2/15/2022	Ken Smith	Looking - Barron	515-771-4177	Ken@vistarei.com	2/15/22 Received an e-mail from David Charlson to add Ken to the waiting list.
5	3/25/2022	Tom Kielty	Cessna 150	515-480-0313	kielty73@gmail.com,wkielty@cloud.co	11/5/21 Dave K - texted asking if he is still interested. 11/5/21 Tom texted back to keep him on the list.
6	7/12/2022	Greg Jensen	Cherokee 235	515-291-3909	gregj@jcorpdesignbuild.com	07/12/22 - Dave K - Greg e-mailed asking to be put on the list.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Discussion on FOD Boss Runway Cleanup Equipment/Drag

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 FOD Boss Demo
 FOD Drag
 Quote

THE FOD*BOSS

ULTIMATE AIRFIELD SWEEPER



Critical Safety Design Elements Important For Maximum FOD Removal & Sweeping Success



The FOD*BOSS Ultimate incorporates exclusive critical safety design elements no other sweeping system can provide. These elements are so critical to your successful debris removal operations, we have worldwide patents protecting them.

Unique features of the FOD*BOSS Ultimate include:

- Debris Retention Blade Technology
- Triple Elevator Steps
- FODStop™ Barriers
- GroundForce™ Tow Hitch
- Patented pintle hook adapter
- Extra heavy-duty mesh cover
- 10-Year accidental damage cover
- Up to 4,500 mile/7,000 km+ Lifespan
- Efficient & Fast - up to 40 mph (65 kph)
- 10-Year guarantee/warranty
- Impact/Abrasion resistant blades
- Head-wind capable
- FOD*BOSS GPS Tracker app
- An unrivaled debris pick-up rate

Critical Safety Design Features Explained

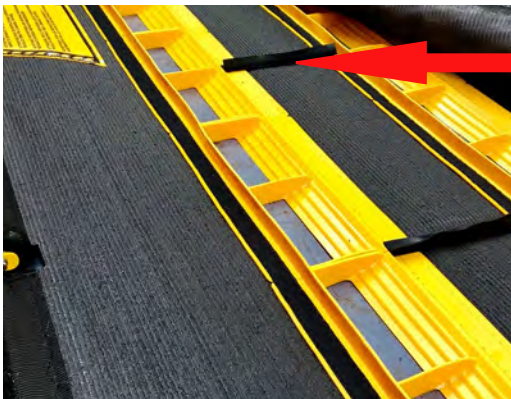


Debris Retention Barrier

Keeps debris secure behind a raised edge, even when the tow vehicle slows or stops.

Triple Elevator Steps

Positioned along the debris intake face of the blade helping collect and retain debris earlier when towing at slower speeds.



FODStop™ Barrier System

Barriers are built into the capture zones to reduce transverse movement of debris. Keeping debris segregated evenly and helping to prevent overloading.

GroundForce™ Tow Hitch

Critically assists with higher-speed operation, stabilizing the sweeper and tracking straight behind the vehicle. This also amplifies efficiency, even in a head-wind.



The FOD*BOSS Systems & Parts are subject to patents and/or patent applications



Customer Service Email: CustomerSupport@mjl-enterprises.com

Customer Service Office: 757-963-8740

Customer Service Toll Free: 888-621-0789

Web: www.fodboss.com

**Sherwin Industries, Inc.****QUOTE****Sherwin Industries, Inc.**

2129 W. Morgan Ave. Milwaukee, WI 53221
Phone 804-512-2206 Fax 414-281-6404
trushing@sherwinindustries.com

JUNE 1, 2022

TO Exec 1 Aviation
Attn: Dave Kalwishky

SALESPERSON	JOB	PAYMENT TERMS	QUOTE VALID UNTIL
16-TR		Prepaid Before Shipment	30 Days

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	FOD*Boss Ultimate Sweeper Assy. Complete **Price Includes Delivery to Destination	7,250.00	7,250.00
SUBTOTAL			7,250.00
SALES TAX			EXEMPT
TOTAL			7,250.00

Quotation prepared by: *Todd L. Rushing*_____

THANK YOU FOR YOUR BUSINESS!



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the October 6, 2022, minutes.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Minutes

MINUTES OF THE POLK COUNTY AVIATION AUTHORITY (PCAA)
Thursday, October 6, 2022 - 5:00 PM
Ankeny Kirkendall Library – City Council Chambers

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

Approval of Agenda

Board Member Ashby moved, second by Novak, to approve the agenda without amendment. Ayes: 5.

FBO Report

Dave Kalwishky reviewed his FBO Report with the Board.

Finance / Budget Report

Gardner reported on the 10/6/22 listing of bills.

Consent Agenda Items

1. Approval of September 8, 2022, minutes.
2. Payment #55 to McClure Engineering Company for services that include General On-Call Engineering Services in the amount of \$1,165.
3. Payment #2 to McClure Engineering Company for services that include reconstruct/strengthen and extend Runway 18/36 in the amount of \$28,275.50.
4. Approval of Bills and Transfer of Necessary Funds, \$52,424.61.
5. Approval of October 2022 Financial Reports.

Approval of Consent Agenda Items

Board Member Johnson moved, second by Novak, to approve Consent Agenda Items CA-1 through CA-5. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.

New Business

1. **RESOLUTION 2022-29** accepting the Iowa Department of Transportation grants for the partial funding of the two projects comprising the first phase of the North Property Line Box Hangar Development: Phase 1 Site Work and Utilities – AIP Grant in the amount of \$265,200.00 - Phase 1 Vertical Infrastructure – GAVI Grant in the amount of \$300,000.00. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Johnson, Wangsness.
2. **RESOLUTION 2022-30** authorizing the execution of a Master Service Agreement with McClure Engineering to provide on-call and project engineering services for the 5-year term starting on November 1, 2022. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Johnson, Wangsness.
3. **RESOLUTION 2022-31** authorizing the execution of a Master Service Agreement with HDR Engineering, Incorporated to provide on-call and project planning services for the 5-year

term starting on November 1, 2022. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.

4. Motion to approve a proposal in the amount of \$1,500.00 from Baker Electric to replace the light fixture on the west power line obstruction light pole. Novak moved, second by Johnson. Ayes: Novak, Johnson, Ashby, Gardner, Wangsness.
5. Motion to approve the proposal from Construction Materials Testing (CMT) in the amount of \$6,520.00 to perform geotechnical services on the North Property Line Box Hangars – Phase 1 project. Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Novak, Wangsness.
6. **RESOLUTION 2022-32** authorizing the approval of Task Order No. 1 in the amount of \$163,630.00 with McClure Engineering to complete the design and construction services for the North Property Line Box Hangars – Phase 1 project. Johnson moved, second by Gardner. Ayes: Johnson, Gardner, Ashby, Novak, Wangsness.
7. **RESOLUTION 2022-33** authorizing the renewal of a 5-year agreement with the Elder Corporation for providing snow and ice control services at the Ankeny Regional Airport. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Johnson, Wangsness.
8. **RESOLUTION 2022-34** authorizing the approval of a 5-year agreement with Exec 1 Aviation for providing snow and ice control services at the Ankeny Regional Airport. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Johnson, Wangsness.

Reports

- A. Engineering Report – Pudenz
 - a. North Property Line Box Hangars – Phase 1; Project Schedule and Coordination with Existing Through-the-Fence Access
 - b. Runway 18/36 Preliminary Engineering – Update and Schedule
- B. Staff Report – Moritz
 - a. Report on electrical issues with REILS and taxiway lights – anticipated repairs
 - b. Additional fence damage for Des Moines Steel Fence repair project
 - c. Notification on the Federal B.I.L. Terminal Program
- C. Legal Counsel Report – Beattie
 - a. Proposed Farm Lease with Power Pollen Inc. for the 106+ acres of tillable land on the Ankeny Regional Airport form of farm lease agreement and proposed per-acre lease rate
 - b. Discussion on annual farm lease renewals – lease rates
 - c. Discussion of Land Disposal Policy
- D. Board Report – None
- E. Chair Report – None

Adjournment

The meeting was adjourned at 6:28 p.m.

Attest: _____
Diane Klemme, Recording Secretary

Signed: _____
Jeff Wangsness, Chairperson

Published in the Des Moines Register on the 14th day of October, 2022.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #56 in the amount of \$1,095 to McClure Engineering Company for services that include General On-Call Engineering Services.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [General Oncall](#)



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 #: 20517008-000 **PO #** N/A
Original Contract Date: October 5, 2017 **Vendor #** N/A

Date of Board Meeting 10-Nov-22 **PAYMENT REQUEST #** 56
PAYMENT PERIOD: From: 08/28/22 through: 09/24/22

Contract Summary

Original Contract Amount:	\$	-
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	112,499.00
Total completed and stored to date:	\$	180,200.76
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	180,200.76
Less previous applications for payment:	\$	179,105.76
SUBTOTAL	\$	1,095.00

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

CURRENT PAYMENT DUE \$ 1,095.00

Balance to finish, including retainage: -

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

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

Engineer/Consultant Approval: McClure Engineering Company
Firm Name
Signature: [Signature] Date: 10/12/2022

PCAA Approval:
Signature: _____ Date: _____

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

Work completed:

- Reviewed ATP (BIL) Application for updated submission
- Began reviewing CIP for FY24 upcoming submittal
- Reviewed developer's proposed plan for stream relocation along southeast side of Airport property

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

Date Printed: 10/12/2022



1360 NW 121st Street
Clive, IA 50325

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

September 30, 2022
Project No: 0020517008-000
Invoice No: 56
Due Date: October 30, 2022

Project 0020517008-000 Ankeny Regional Airport - General On-Call Services

Professional Services from August 28, 2022 to September 24, 2022

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Administrative Assistant	1.50	70.00	105.00	
Project Manager II	5.50	180.00	990.00	
Totals	7.00		1,095.00	
Total Labor				1,095.00
		Total this Phase		\$1,095.00
		Total Due this Invoice		\$1,095.00

Outstanding Invoices

Number	Date	Balance
55	8/31/2022	1,165.00
Total		1,165.00

OK TO PAY \$ 1,095.00
PO # 10/25/22
Partial Final
Acct # 644 General Engr
Operations
Approved By:



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$18,103.00 to McClure Engineering Company for services that include reconstruct/strengthen and extend Runway 18/36.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [pmt 3](#)



Project Title:	Ankeny Airport - Runway 18/36 Preliminary Engineering		
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 #:	2022000104-000	PO #	N/A
Original Contract Date:	July 7, 2022	Vendor #	N/A

Date of Board Meeting 10-Nov-22 **PAYMENT REQUEST #** 3

PAYMENT PERIOD: From: 08/28/22 through: 09/24/22

Contract Summary

Original Contract Amount:	\$	134,030.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)			\$ 134,030.00
Total completed and stored to date:	\$	85,764.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:			\$ 85,764.00
Less previous applications for payment:			\$ 67,661.00
SUBTOTAL			\$ 18,103.00

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

CURRENT PAYMENT DUE	\$ 18,103.00
----------------------------	---------------------

Balance to finish, including retainage:	\$	48,266.00
---	----	-----------

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

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

Engineer/Consultant Approval: McClure
Firm Name

 10/12/2022
Signature Date

PCAA Approval: _____

Signature _____ Date _____

City of Ankeny Staff Approval:

Signature	Date

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich

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

Date Printed: 10/12/2022



1360 NW 121st Street
Clive, IA 50325

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

September 30, 2022
Project No: 2022000104-000
Invoice No: 3
Due Date: October 30, 2022

Project 2022000104-000 Runway 18/36 Preliminary Engineering
Professional Services from August 28, 2022 to September 24, 2022

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Existing Conditions	4,840.00	100.00	4,840.00	4,840.00	0.00
Preliminary Tasks	7,815.00	100.00	7,815.00	7,815.00	0.00
Preliminary Design Phase	71,465.00	60.00	42,879.00	28,586.00	14,293.00
Conduct Site Visit (if necessary)	4,200.00	0.00	0.00	0.00	0.00
Soil Boring Coordination	4,810.00	100.00	4,810.00	4,810.00	0.00
Base Topographic Survey	17,800.00	100.00	17,800.00	17,800.00	0.00
Expanded Topo Survey (if necessary)	10,400.00	0.00	0.00	0.00	0.00
Project Management and Coordination	12,700.00	60.00	7,620.00	3,810.00	3,810.00
Total Fee	134,030.00		85,764.00	67,661.00	18,103.00
Total Fee					18,103.00
Total Due this Invoice					\$18,103.00

Outstanding Invoices

Number	Date	Balance
2	8/31/2022	28,275.50
Total		28,275.50

OK TO PAY \$ 18,103.00

PO # 10/25/22

Partial Final

Acct # 729 RW 18/36

Capital Improvement

Approved By: _____



PROGRESS REPORT

PROJECT # **2022000104-000**

PROJECT **ANKENY REGIONAL AIRPORT – RUNWAY 18/36 Preliminary Engineering**

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

CLIENT **POLK COUNTY AVIATION AUTHORITY**
410 WEST 1ST STREET
ANKENY, IOWA 50021

Phone **515.965.6420**
Fax
Email: **pmoritz@ankenyiowa.gov**

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

REPORTING PERIOD **SEPTEMBER 2022**

NEXT REPORT **October 2022**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Continued preparation of Pavement Strength Assessment Report Section A: Existing Conditions
- ✓ Continued coordination with Geotechnical Subconsultant Geotechnical regarding report and findings in the field
- ✓ Continue preparation of Pavement Strength Assessment Report Section B: Pavement Alternatives

Phase 200 – Existing Conditions



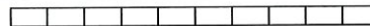
Phase 400.1 – Preliminary Tasks



Phase 400.2 – 15% Preliminary Design Phase



Phase 400.3 – Conduct Site Visit (if necessary)



FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Finalize and submit Pavement Strength Assessment Report Section A: Existing Conditions
- Hold Design Challenge Meeting regarding the methods of recon/rehab to consider
- Continue preparation of Pavement Strength Assessment Report Section B: Pavement Alternatives

Phase 435 – Soil Boring Coordination



Phase 700 – Base Topographic Survey



Phase 700.4 – Expanded Topo Survey (if necessary)



Phase 850 – Project Management and Coordination



VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

SCHEDULE MILESTONES

-



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$49,062.94.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Listing of Bills

**POLK COUNTY AVIATION AUTHORITY
LISTING OF BILLS TO BE APPROVED
FOR THE NOVEMBER 10, 2022 BOARD MEETING**

Vendor	Amount	Date of Invoice	Description
Brick Gentry Law Firm	2,130.00	10/25/22	General legal services
Des Moines Register	103.27	09/30/22	September A/P, minutes
Exec 1 Aviation	5,000.00	10/31/22	On-site management fee
McClure Engineering	1,095.00	09/30/22	Professional services through 9/24/22
MidAmerican Energy	526.02	10/11/22	Lift station; Runway lights; Obstruction lighting services
Perficut	1,348.00	10/26/22	Aquatic Algicide/Herbicide Application Opportunity #1147 Maintenance Contract 10/26/22
Tenant deposit refund	200.00	09/24/22	Stout Wedding
USDA, APHIS, General	772.65	10/03/22	Wildlife mitigation services through 9/30/22
Total Airport Operations Fund	\$ 11,174.94		
CMT	19,785.00	10/14/22	Runway Rehab, Quality Control/Special Inspections
McClure Engineering	18,103.00	09/30/22	Runway 18/36 - Preliminary Engineering thru 9/24/22
Total Capital Improvements Fund	\$ 37,888.00		
Grand Total	\$ 49,062.94		

See attachments for more information regarding:

Contractor/project costs

Snow removal costs, if applicable

Insurance renewal costs, if applicable



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve October, 2022 Financial Reports

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Financials

POLK COUNTY AVIATION AUTHORITY**Balance Sheet**

As of October 31, 2022

ASSETS

Current Assets

Checking/Savings

101 · GREAT WESTERN BANK 4,915,297.31

Total Checking/Savings 4,915,297.31

Accounts Receivable

110 · GRANTS RECEIVABLE 50,091.00

112 · ACCOUNTS RECEIVABLE 336,674.59

Total Accounts Receivable 386,765.59

Other Current Assets

113 · PRE-PAID EXPENSES 38,565.48

Total Other Current Assets 38,565.48

Total Current Assets 5,340,628.38

Fixed Assets

140 · NON-DEPRECIABLE ASSETS 6,956,965.27

141 · DEPRECIABLE ASSETS 25,509,562.79

180 · CONSTRUCTION IN PROGRESS 1,451,613.53

181 · ACCUMULATED DEPRECIATION (17,999,204.14)

Total Fixed Assets 15,918,937.45

TOTAL ASSETS 21,259,565.83

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202 · ACCOUNTS PAYABLE 48,336.92

Total Accounts Payable 48,336.92

Other Current Liabilities

204 · RETAINAGE PAYABLE 31,038.52

206 · DEFERRED REVENUE 10,561.81

207 · HANGAR/LEASE ADVANCE DEPOSITS 15,665.00

Total Other Current Liabilities 57,265.33

Total Current Liabilities 105,602.25

Total Liabilities 105,602.25

Equity

3000 · INVESTED IN CAPITAL ASSETS 15,884,598.93

3001 · UNRESTRICTED NET ASSETS 5,382,663.89

3003 · RESTRICTED FOR AIRPORT IMPROVE (113,299.24)

Total Equity 21,153,963.58

TOTAL LIABILITIES & EQUITY 21,259,565.83

POLK COUNTY AVIATION AUTHORITY
Profit & Loss Budget vs. Actual

July through October 2022

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	631,872.32	1,263,745.00	(631,872.68)	50.0%
401 · LEASE AND LICENSE FEE INCOME	65,921.00	223,000.00	(157,079.00)	29.56%
403 · FUEL FEE INCOME	14,395.39	49,000.00	(34,604.61)	29.38%
407 · OTHER REVENUE	200.64	0.00	200.64	100.0%
Total Income	712,389.35	1,535,745.00	(823,355.65)	46.39%
Gross Profit	712,389.35	1,535,745.00	(823,355.65)	46.39%
Expense				
601 · OFFSITE MANAGEMENT SERVICES	0.00	57,800.00	(57,800.00)	0.0%
602 · POSTAGE & OFFICE SUPPLIES	0.00	200.00	(200.00)	0.0%
603 · ONSITE MANAGEMENT SERVICES	20,000.00	60,000.00	(40,000.00)	33.33%
609 · FINANCIAL SERVICES	1.15	100.00	(98.85)	1.15%
610 · ADVERTISING & PROMOTION	81.97	700.00	(618.03)	11.71%
611 · PUBLICATIONS	328.28	2,800.00	(2,471.72)	11.72%
612 · CONFERENCES AND SEMINARS	395.00	3,500.00	(3,105.00)	11.29%
613 · LEGAL SERVICES	6,480.00	22,000.00	(15,520.00)	29.46%
614 · AUDIT SERVICES	2,500.00	13,300.00	(10,800.00)	18.8%
616 · GENERAL INSURANCE	2,168.54	6,600.00	(4,431.46)	32.86%
617 · PROPERTY INSURANCE	11,477.22	34,000.00	(22,522.78)	33.76%
618 · PUBLIC OFFICIALS INSURANCE	472.48	1,500.00	(1,027.52)	31.5%
630 · SNOW REMOVAL & MOWING	0.00	91,000.00	(91,000.00)	0.0%
631 · REPAIRS & MAINTENANCE (General)	27,158.79	74,000.00	(46,841.21)	36.7%
640 · UTILITIES	2,060.85	5,100.00	(3,039.15)	40.41%
644 · AIRPORT PLANNING & ENGINEERING	5,450.00	68,000.00	(62,550.00)	8.02%
645 · MISCELLANEOUS	0.00	100.00	(100.00)	0.0%
703 · SIX UNIT TEE HANGAR CONSTRUCTIO	0.00	900,000.00	(900,000.00)	0.0%
721 · TAXIWAY D ACCESS ROAD	7,750.24	0.00	7,750.24	100.0%
729 · STRENGTHEN & EXTEND RW 18/36	105,549.00	765,000.00	(659,451.00)	13.8%
Total Expense	191,873.52	2,105,700.00	(1,913,826.48)	9.11%
Net Ordinary Income	520,515.83	(569,955.00)	1,090,470.83	(91.33%)
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	10,267.34	5,000.00	5,267.34	205.35%
504 · FAA GRANT REIMBURSEMENT	0.00	688,500.00	(688,500.00)	0.0%
505 · STATE GRANT REIMBURSEMENT	0.00	405,000.00	(405,000.00)	0.0%
Total Other Income	10,267.34	1,098,500.00	(1,088,232.66)	0.94%
Net Other Income	10,267.34	1,098,500.00	(1,088,232.66)	0.94%
Net Income	530,783.17	528,545.00	2,238.17	100.42%

POLK COUNTY AVIATION AUTHORITY**A/R Aging Summary**

As of October 31, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
All Energy Corporation	0.00	1,260.55	0.00	0.00	0.00	1,260.55
CITY OF ANKENY (Customer)	0.00	334,727.64	0.00	0.00	0.00	334,727.64
IOWA DOT	0.00	0.00	0.00	0.00	50,091.00	50,091.00
SIMPLE HOLDINGS, LLC	0.00	686.40	0.00	0.00	0.00	686.40
TOTAL	0.00	336,674.59	0.00	0.00	50,091.00	386,765.59

Index

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
General Engineering - 2022 Agreement	McClure Engineering	EXP	179,105.76	-	179,105.76	179,105.76	-	-	-	-	
General Planning - 2018 Agreement	HDR Engineering	EXP	-	-	-	-	-	-	-	-	
Wildlife Exclusion Fence	McClure & Minturn	FAA	1,734,213.00	39,286.51	1,773,499.51	1,773,499.51	-	-	1,560,177	1,560,177	FY18
IKV Grading & Drainage Plan	HDR Engineers	EXP	43,304.00	-	43,304.00	43,304.00	-	-	-	-	FY19
Protect RW18 Land Acquisition-LGI	Snyder & Associates	FAA	18,900.00	743,119.59	762,019.59	762,019.59	-	-	685,653	685,653	FY19
3-Year Vegetation Control Agreement	Perficut ('17-'19)	EXP	28,445.00	(13,710.00)	14,735.00	14,735.00	-	-	-	-	FY20
Drainage Channel Improvements	McClure & RW Excavating	laDOT	191,633.80	11,925.19	203,558.99	203,558.99	-	-	76,950	76,950	FY20
Taxiway D Apron Access Road & Utilities - Phase 1	McClure & Sternquist	laDOT	633,250.00	54,844.02	688,094.02	688,094.02	-	-	225,000	225,000	FY20
Taxiway Rehab & Reconstruction-2018	McClure & Con-Struct	FAA	1,635,735.05	7,406.00	1,643,141.05	1,643,141.05	-	-	1,393,240	1,393,240	FY21
Bi-Fold Hangar Door Replacement	Jensen Builders	laDOT	130,075.00	9,900.00	139,975.00	139,975.00	-	-	75,000	75,000	FY21
SE Convenience Blvd Extension	City of Ankeny	EXP/RISE	877,279.79	115,104.30	992,384.09	991,544.82	-	-	-	-	FY21
Taxiway D Access Road & Utilities - Phase 2	McClure, SandStone	EXP	746,334.00	(19,963.60)	726,370.40	726,370.40	-	-	-	-	FY22
Taxiway D Apron and Access Roadway Paving-Phase 2	McClure, Concrete Tech	EXP	682,393.50	6,027.81	688,421.31	688,421.31	-	-	-	-	FY22
Protect RW18 Land Acquisition-Clark	Various	TBD	-	897,154.77	897,154.77	897,154.77	-	-	-	-	
Protect RW18 Land Acquisition-Disposal	Various	EXP	-	29,955.00	29,955.00	29,955.00	-	-	-	-	
Runway 18/36 Rehabilitation	McClure & Fahrner	FAA	631,380.24	21,810.99	653,191.23	649,651.23	3,540.00	-	584,686	584,686	
Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	laDOT	773,556.45	37,281.99	810,838.44	760,272.29	50,566.15	31,038.52	312,682	262,591	
3-Year Vegetation Control Agreement	Perficut ('20-'22)	EXP	47,586.00	-	47,586.00	47,066.00	520.00	-	-	-	
Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	32,000.00	(2,368.01)	29,631.99	27,670.67	1,961.32	-	-	-	
Strengthen & Extend RW 18/36	HDR & McClure	EXP	184,515.00	-	184,515.00	136,249.00	48,266.00	-	-	-	
			-	-	-	-	-	-	-	-	
			-	-	-	-	-	-	-	-	
Grayed out = Completed items, no new charges expected											
			8,569,706.59	1,937,774.56	10,507,481.15	10,401,788.41	104,853.47	31,038.52	4,913,388	4,863,297	
								\$ 31,038.52		\$ 50,091	
								^= 204 Retainage Pay		^= 110 Grant AR	



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Ensure Economic Vitality

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** granting a Temporary Construction Easement to Hubbell Realty Company to facilitate the relocation of a section of drainage channel onto the Ankeny Regional Airport.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Temp Easement
 Plan View

RESOLUTION NO. 2022 -

**A RESOLUTION GRANTING A TEMPORARY CONSTRUCTION
EASEMENT TO HUBBELL REALTY COMPANY FACILITATING THE
RELOCATION OF A DRAINAGE CHANNEL FROM NGR, INC.
PROPERTY TO THE ANKENY REGIONAL AIRPORT PROPERTY**

WHEREAS, the Polk County Aviation Authority (PCAA) previously was contacted by Hubbell Realty Company requesting that a small oxbow channel located on the NGR, Incorporated property be relocated onto the airport property to facilitate the development of the said NGR property by Hubbell; and

WHEREAS, staff reviewed the requested channel relocation, which is located on the east property line of the airport on property which is not used for aviation purposes and is not farmed; and

WHEREAS, the location of the said channel relocation is located outside of the existing airport perimeter fence; and

WHEREAS, Hubbell Realty Company has offered to compensate the PCAA for the square foot area of the channel relocation at the current value of the NGR, Inc. property, which computes to a payment in the amount of \$48,000.00; and

WHEREAS, staff has prepared a Temporary Construction Easement document to facilitate the channel relocation; and

WHEREAS, the said temporary easement document specifies that the compensation payment shall occur at the closing of the sale of the NGR Inc. property to Hubbell Realty Company at which time construction of the channel relocation would commence; and

WHEREAS, staff recommends that the requested temporary construction easement be approved at this time.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby accepts and grants the Temporary Construction Easement to Hubbell Realty Company which authorizes the relocation of the small oxbow channel onto the Ankeny Regional Airport property.

BE IT FURTHER RESOLVED that the Board Chairperson is hereby authorized to sign and execute the said Temporary Construction Easement.

Dated, this 11th day of November, 2022.

Jeff, Wangsness, Chairperson
Polk County Aviation Authority

ATTEST:

Todd Ashby, Secretary

Prepared by and Return to: BJ Miller, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, Iowa 50266, (515) 280-2057

SPACE ABOVE THIS LINE FOR RECORDER

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Polk County Aviation Authority**, a public instrumentality and public body corporate created pursuant to Chapter 330A, Code of Iowa (hereinafter “Grantor”), in consideration of the sum of set forth in Section 10 below to be paid to **Grantor**, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant and convey unto **Hubbell Realty Company**, (“Grantee”), a non-exclusive Temporary Construction Easement under, over, through and across the real estate depicted in Exhibit A, (hereinafter the “Easement Area”), for the purpose of realigning the stream located within the Easement Area (the “Project”) and ingress/egress and access to the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **Erection of Structures Prohibited.** Grantor shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **Change of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee. Grantee shall remove from the easement area all excess excavation material generated by the channel construction and dispose of it off-site.
3. **Maintenance of Easement.** After completion of the Project, Grantee shall restore the surface of the Easement Area to a condition as good as it was prior to its use by Grantee. Grantee shall be responsible, at its sole cost, for the maintenance, repair, replacement, and construction clean-up of the Easement Area during the term of this Agreement. After the Grantee has re-stored the Easement Area in accordance with this Section Grantor shall thereafter be responsible for all maintenance and

repair of the Easement Area. Grantee shall not be permitted to make use of Easement Area in a manner that would damage Grantor's Property.

- a. Grantee's surface restoration shall include finish-grading, seeding, fertilizing, and mulching all disturbed areas to establish a good stand of tall grasses similar to the existing ground cover. Also protect the graded channel slopes with erosion control measures (filter socks or silt fencing) until ground cover is established.
4. **Right of Access.** The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
 - a. Grantee's access to the easement area shall only be from the grantee's adjacent property. Access through the airport fence is prohibited.
5. **Easement Runs With Land.** This Easement shall be deemed to run with the land and shall be binding upon Grantor and Grantor's successors and assigns. This Easement shall terminate on the earlier of 1) completion of the Project, or 2) July 1, 2024. Grantee agrees to act in good faith and diligently pursue and complete construction of the Project as soon as reasonably possible. Grantee agrees to work together with Grantor if both parties are simultaneously completing work in the same area at the same time.
7. **Indemnification.** Except as may be caused by the gross negligence or willful misconduct of Grantor, its employees, agents or its representatives, Grantee and its respective successors and assigns agree to defend, indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from Grantee, or Grantee's contractors and subcontractors use of the Easement Area and the acts or omissions of Grantee's employees, agents or representatives relating to the Easement Area. This indemnification is given in addition to all other remedies available to Grantor at law or equity. This indemnification provision shall survive the termination of this Easement.
8. **Permitting.** All necessary Project permits with the Iowa Department of Natural Resources, Army Corps of Engineers, or any other governmental agency shall be obtained by Grantee at its sole expense.
9. **Project Description and Plans.** A depiction of the overview of the stream realignment area is attached hereto as Exhibit 1, a depiction of the stream realignment benefits is attached hereto as Exhibit 2, and a depiction of the stream realignment is attached hereto as Exhibit 3. The parties agree that the Project shall

be completed in accordance with any further plans or specifications as are mutually agreed upon by the parties.

10. Effective Date and **Compensation.** The Effective Date of this Temporary Construction Easement shall be the date Grantee (or its affiliated assignee) closes on purchasing the property adjoining the Easement Area from the current title holder, NGR, Inc. In consideration of the Temporary Construction Easement granted herein, Grantee shall pay Grantor the amount of \$ 48,000.00 , which shall be due and payable upon the later of (i) execution and delivery of this Easement from Grantor to Grantee; or (ii) the Effective Date. If Grantee has already executed and delivered this Temporary Construction Easement to Grantee, Grantee shall include payment of the above consideration to Grantor at closing of the adjoining property.

Grantor does hereby covenant with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except for the rights of the electric company or companies, the gas company or companies, the telephone company or companies, and the cable television company or companies providing electrical, gas, telephone or cable television services and the public utility easements over the same easement area as granted in this document.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, as masculine or feminine gender, according to the context.

[SIGNATURE PAGE TO FOLLOW]

Dated this ____ day of _____, 2022.

Polk County Aviation Authority

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) SS.
COUNTY OF POLK)

This record was acknowledged before me on this ____ day of _____, 2022, by
_____, as _____ of Polk County Aviation Authority.

Notary Public in and for said State

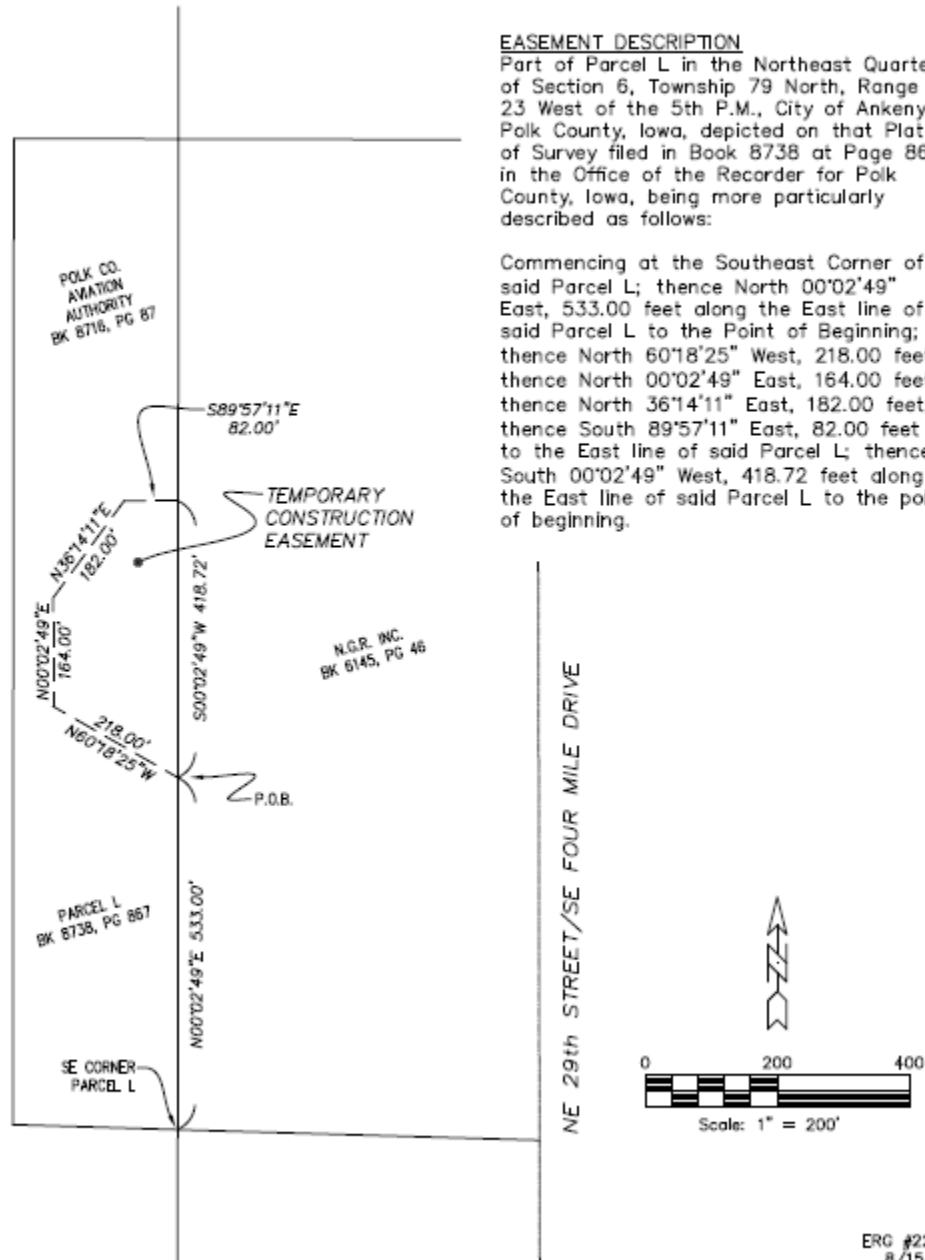
EXHIBIT A **TEMPOARARY CONSTRUCTION EASEMENT**

EXHIBIT TEMPORARY CONSTRUCTION EASEMENT

EASEMENT DESCRIPTION

Part of Parcel L in the Northeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., City of Ankeny, Polk County, Iowa, depicted on that Plat of Survey filed in Book 8738 at Page 867 in the Office of the Recorder for Polk County, Iowa, being more particularly described as follows:

Commencing at the Southeast Corner of said Parcel L; thence North 00°02'49" East, 533.00 feet along the East line of said Parcel L to the Point of Beginning; thence North 60°18'25" West, 218.00 feet; thence North 00°02'49" East, 164.00 feet; thence North 36°14'11" East, 182.00 feet; thence South 89°57'11" East, 82.00 feet to the East line of said Parcel L; thence South 00°02'49" West, 418.72 feet along the East line of said Parcel L to the point of beginning.



ERG #22-053
8/15/2022

SITE OVERVIEW MAP
(NGR SITES)

EXHIBIT I

Legend
SE Four Mile Dr
BOUNDARY

SE Four Mile Dr

Ankeny Regional Airport

PROPOSED STREAM REALIGNMENT

3000 ft

Google Earth

EXHIBIT 2
TEMPOARARY CONSTRUCTION EASEMENT BENEFITS

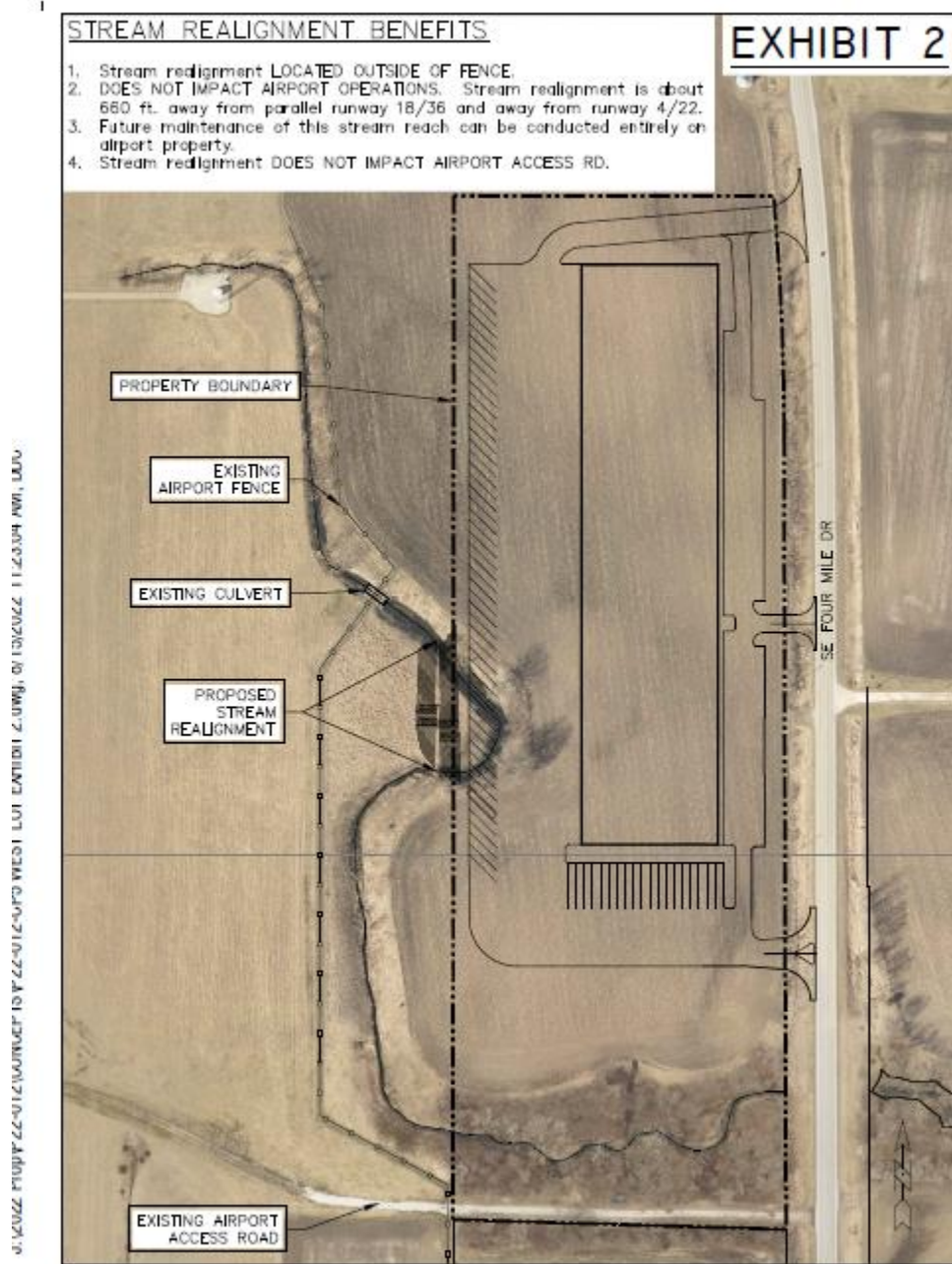
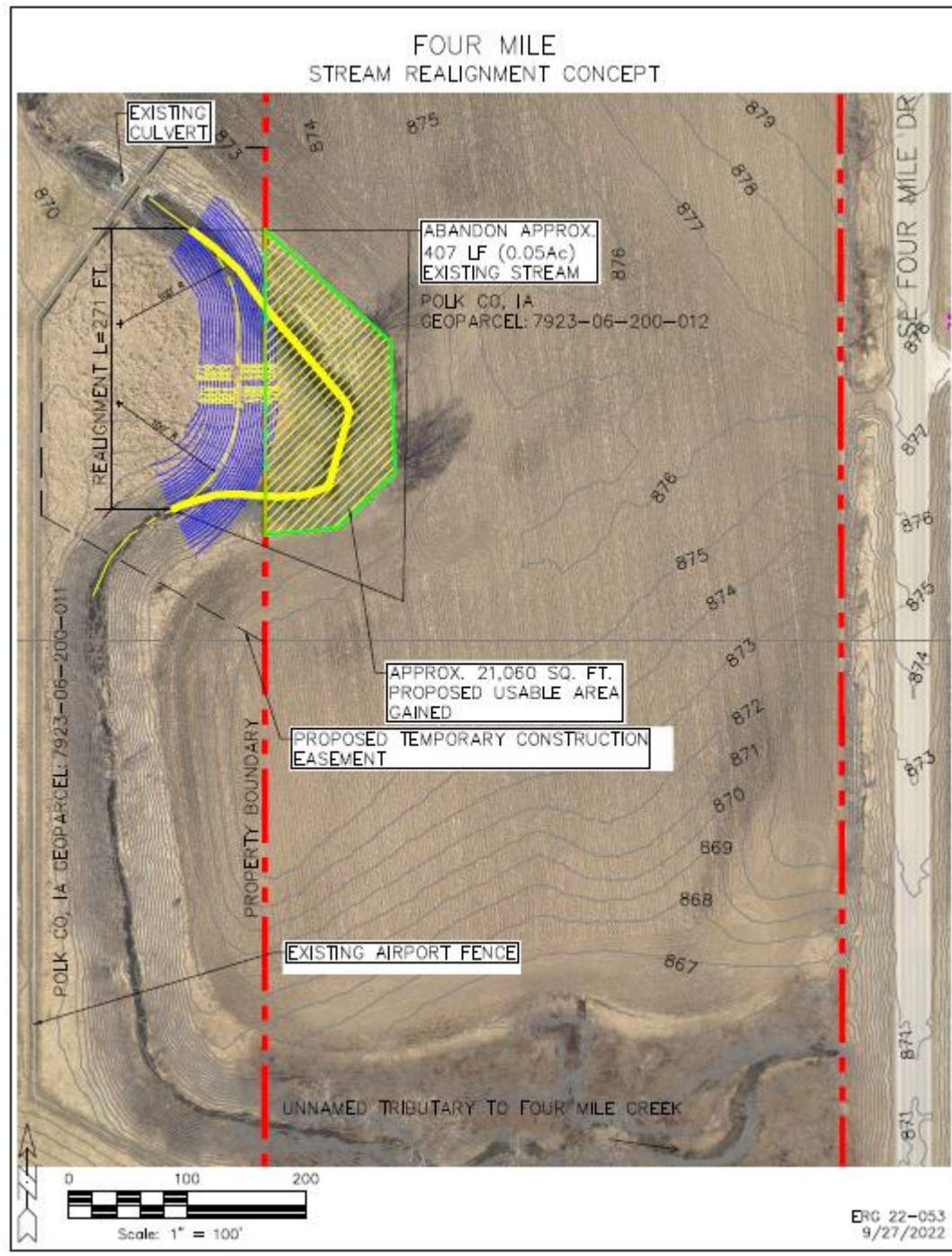
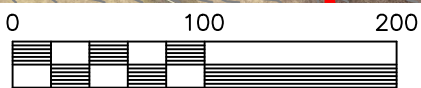
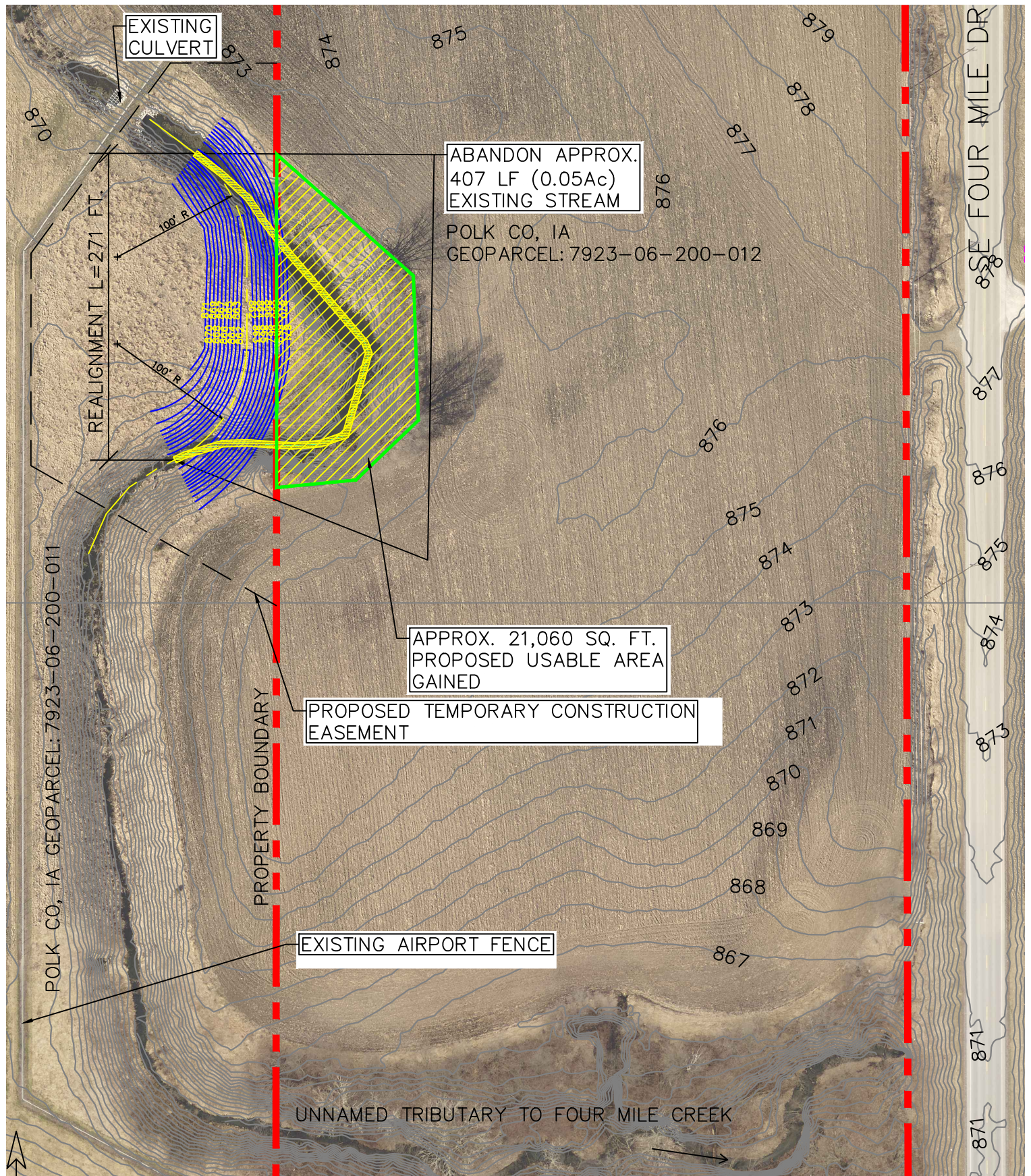


EXHIBIT 3
TEMPOARARY CONSTRUCTION EASEMENT DEPICTION



FOUR MILE STREAM REALIGNMENT CONCEPT



Scale: 1" = 100'



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Ensure Economic Vitality

??

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to verify the signing of a petition for the rezoning of the NGR, Incorporated property located on the east side of the Ankeny Regional Airport.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Petition](#)

 [Ownership](#)

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

Part of the NE quarter of section 6, Township 79 North, Range 23 West of the 5th P.M., now included in and forming part of the City of Ankeny, Polk County, Iowa being part of Parcel B depicted that Plat of Survey filed in Book 6149 at Page 41 in the Office of the Recorder for Polk County, Iowa.

request that said real estate be rezoned from its present classification of R-1 to M-1 for the purpose of allowing the following use(s):

Constructing a warehousing/logistics structure

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to M-1.

Parcel owner(s) signatures

James Reppert, VP of NGR, Inc.

(owner name)

(Signature)

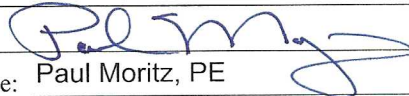
(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Polk County Aviation Authority

Address: 18100001001078, 18100001001077, 18100001001069

Signature: 

Date: October 12, 2022

Printed Name: Paul Moritz, PE

Title: Airport Board Manager

Property Owner: _____

Address: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

LINK FENCE

OP RESTRICTION LINE

UNION PACIFIC R.R.

SE FOUR MILE DRIVE

Wangsness

Grand Capital LC

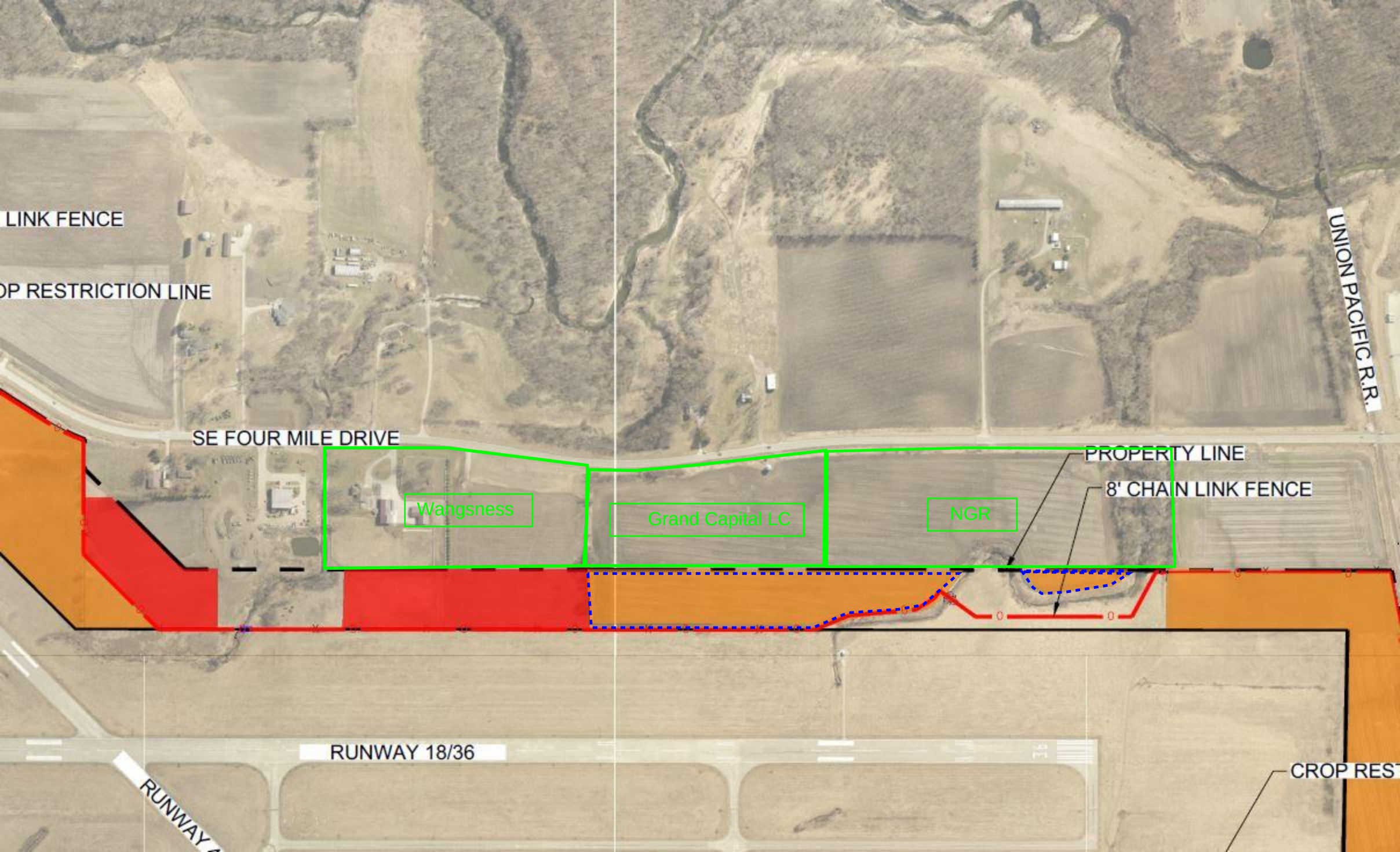
NGR

PROPERTY LINE

8' CHAIN LINK FENCE

RUNWAY 18/36

CROP REST





ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve a proposal from Voltmer Electric Inc. in the amount of \$16,808.97 to remove and replace the Runway End Identifier Lights (REIL) on Runway 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Proposal](#)



Proposal

Date: 10/31/2022
 Proposal #: PR #1
 Job #:
 Expiration Date: 11/30/2022

To: Ankeny Airport
 3737 SE Convenience Blvd
 Ankeny, Iowa 50021

Engineer:

Project: Replace Runway 04 REIL

Description: Remove old REIL's on runway 04. Replace with L-849 LED Type E (3 Step) REIL
 Install new transformers and twisted pair for sycronization

Materials:

Description	Qty	Units	\$/Unit	Total
		Ea		\$ -
L-849 E REIL	1	Ea	\$ 13,516.47	\$ 13,516.47
14 ga twisted Pair	150	FT	\$ 0.50	\$ 75.00
concrete anchors	8	Ft	\$ 4.85	\$ 38.80
		Ea		\$ -
		Ea		\$ -
		Ft		\$ -
		Ea		\$ -
		Ea		\$ -
			Subtotal	\$ 13,591.47
			Material Total	\$ 13,591.47

Subcontractor:

Description	Qty	Units	\$/Unit	Total
				\$ -
			Subtotal	\$ -
			10% Subcontractor Markup	\$ -
			Subcontractor Total	\$ -

Equipment:

Description	Qty	Units	\$/Unit	Total
Milage	205	HR	\$ 3.50	\$ 717.50
				\$ -
			Equipment Total	\$ 717.50

Labor:

Description	Qty	Units	\$/Unit	Total
Airfield Field Lighting Sup.	10	HR	\$ 135.00	\$ 1,350.00
Airfield Field Lighting Electrician	10	HR	\$ 100.00	\$ 1,000.00
Project Manager	1	HR	\$ 150.00	\$ 150.00
			Subtotal	\$ 2,500.00
			Labor Total	\$ 2,500.00

GRAND TOTAL \$ 16,808.97



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the execution of a Farm Land Lease with PowerPollen of Ames, Iowa for leasing of 110.97 acres for the purposes of farming and crop research.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Resolution](#)

 [Farm Lease](#)

 [Farm Lease Map](#)

RESOLUTION 2022 –

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

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which PowerPollen desires to lease for the purposes of farming and crop research on an annual basis moving forward; and

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

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

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

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

Dated the 10th day of November, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Todd Ashby, Secretary



FARM LEASE - CASH

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

THE PARTIES AGREE AS FOLLOWS:

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

110.97 acres as shown in orange on the attached Map Exhibit

with possession by Tenant for a term of 1 year to commence on March 1, 2023, and end on February 28, 2024. The Landlord has determined the above acreage using aerial imagery and computer aided graphics. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):
Total annual cash rent of \$450.00 per acre payable, unless otherwise agreed, as follows: first one-half on 1st of July, 2023, second one-half on 1st of December, 2023. All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.
3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government

program payments.

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

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

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

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

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

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

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

6. ENVIRONMENTAL.

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

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

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

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

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

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

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

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

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

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

this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Landlord shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Provided, however, Tenant shall be responsible for any damage to fences on the leased premises caused by Tenant.
12. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
14. **NO AGENCY.** Tenant is not an agent of the Landlord.
15. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
16. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
17. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
18. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.

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

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

21. **ADDITIONAL PROVISIONS.**

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

DATED: _____.

TENANT:

PowerPollen

Name: _____

Title: _____

LANDLORD:

Polk County Aviation Authority

Jeff Wangsness, Chairman

ATTEST:

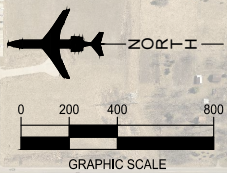
Todd Ashby, Secretary

MAP EXHIBIT

N:\Projects\ANK 251406\02-Wildlife Fence Design\Plans\Lease Exhibit\revised scale.dwg, 10/27/2022 10:16 AM, mhwida

- AIRPORT PROPERTY (POWERPOLLEN LEASE) (110.97 AC)
- AIRPORT PROPERTY (I-80 FARMS, INC. LEASE) (2.77 AC)
- AIRPORT PROPERTY (DENNIS MILLER LEASE) (1.18 AC)
- AIRPORT PROPERTY (TODD VOLZ LEASE) (24.05 AC)
- AIRPORT PROPERTY (JEFFERY WANGSNESS LEASE) (9.88 AC)
- AIRPORT PROPERTY (JOHN G. JENSEN LEASE) (3.35 AC)
- AIRPORT PROPERTY (FUTURE UNNAMED LEASE) (8.05 AC)

ANKENY REGIONAL AIRPORT
FARM LEASE AREA EXHIBIT
OCTOBER 2022





ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** approving Garage, Hangar and Tie-Down Lease documents effective for Calendar Year 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Garage Lease
 Hangar Lease
 Tie-Down Lease

RESOLUTION

A RESOLUTION APPROVING THE GARAGE, HANGAR AND TIE-DOWN LEASE DOCUMENTS EFFECTIVE FOR CALENDAR YEAR 2023

WHEREAS, the Polk County Aviation Authority (PCAA) owns and operates the Ankeny Regional Airport; and

WHEREAS, the PCAA annually reviews the garage, hangar and tie-down lease documents for revisions to the lease terms and conditions; and

WHEREAS, the PCAA board has reviewed the leases and believes it to be in the best interest of the airport operations that no changes be made to the garage, hangar and tie-down lease documents.

NOW, THEREFORE, BE IT RESOLVED by the Polk County Aviation Authority that the garage, hangar and tie-down lease documents are hereby approved and Exec 1 Aviation is hereby authorized to proceed with the issuance of new or renewal leases in the forms hereto attached.

Dated, this 10th day of November, 2022.

Jeff Wangsness, Chairperson
Polk County Aviation Authority

ATTEST:

Diane Klemme, Recording Secretary

GARAGE LEASE

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

Primary Phone: _____

Alternate Phone: _____

E-mail Address: _____

SECTION ONE - GARAGE BAY AND GROUND SPACE

Lessor leases to lessee that portion of the airport premises described as follows: Garage

Lessee shall not park cars, vans, trucks or other vehicles on the Airport other than in designated parking areas. 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 _____, **2023**, and ending on **December 31, 2023**. Lessee shall have the right to lease said garage bay only as long as Lessee has a plane or hangar at the Ankeny Regional Airport, or the garage bay is to be used for an aeronautical purpose.

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 garage 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 the execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred-Ten Dollars (\$110.00)** 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, or absent any default or violation of the provisions of this Lease which allows Lessor to retain all or a 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 Garage Bay the sum of **One Thousand Three Hundred Twenty Dollars (\$1,320.00) per annum**, computed at the rate of **One Hundred-Ten Dollars (\$ 110.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

In the event of continued possession by Lessee, beyond the expiration of its tenancy (and absent a written

agreement by both parties for an extension of this lease, or for a new lease) Lessee shall pay rent in a monthly amount equal to One Hundred Fifty Percent (150%) of the monthly rental amount.

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

SECTION FOUR - PROHIBITED ACTS

- a. Lessee shall not use the leased premises 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 vehicle, which is in the vehicle when it is housed on the leased premises. **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.
- b. 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.
- c. 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.
- d. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.
- e. Lessee shall not use the leased premises for the operation of a business or in support of a business operation, unless said business operation supports a flight department or has an aeronautical purpose.

SECTION FIVE - MAINTENANCE AND UTILITIES

- a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights 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 Garage Bay used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the Garage Bay 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 own expense, all necessary licenses and permits. Further, 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 - WAIVER

Lessee shall, at Lessee's expense, be solely responsible for securing at its own expense whatever insurance coverage it may desire on the contents of the Garage Bay. 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 Garage Bay 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. 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.

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: _____

Signed: _____

Title: _____

Date: _____

HANGAR and GROUND SPACE LEASE

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

Primary Phone: _____ Alternate Phone: _____

E-mail: _____

Airplane Make and Model: _____

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

Airplane Identification Number: N- _____

Is this aircraft sometimes stored at another airport? ☐ No ☐ Yes

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

SECTION ONE – HANGAR AND GROUND SPACE

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

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

SECTION TWO – TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on _____, **2023** and ending on **December 31, 2023**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred Seventy Five Dollars (\$175.00)** to be held and disbursed as a rental deposit.

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

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

Lessee agrees to pay Lessor for the exclusive use of the Tee-hangar the sum of **Two Thousand One Hundred Dollars (\$2,100.00) per annum**, computed at the rate of **One Hundred Seventy Five Dollars (\$175.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

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

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

SECTION FOUR – PROHIBITED ACTS

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

SECTION FIVE – MAINTENANCE AND UTILITIES

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

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

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

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

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

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

SECTION THIRTEEN – NOTICE

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

LESSOR:

Polk County Aviation Authority

c/o Exec 1 Aviation

3700 SE Convenience Blvd

Ankeny, Iowa 50021

e-mail: **exec1hangar@gmail.com**

LESSEE:

Name: _____

Address: _____

City, State Zip: _____

e-mail: _____

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

LESSOR:

Name: **Polk County Aviation Authority**

Signed: _____

Title: **Chairperson**

Date: _____

LESSEE:

Name: _____

Signed: _____

Title: _____

Date: _____

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 _____, and having a principal address at _____, herein referred to as Lessee.

Primary Phone: _____ Alternate Phone: _____

E-mail: _____

Airplane Make and Model: _____

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

Airplane Identification Number: N-_____

Is this aircraft sometimes stored at another airport? ☐ No ☐ Yes

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

Section One - Tie-Down Space

Lessor leases to Lessee that portion of the airport premises described as follows: _____.

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 _____, **2023** and ending no later than **December 31, 2023**.

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: _____

Signed: _____

Title: _____

Date: _____



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to direct HDR Engineering, Inc. to prepare a scope of services for an environmental assessment needed for the Runway 18/36 Strengthening Project, the Runway 18/36 Extension Project, and the South Corporate Terminal Area Development.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** approving the adoption of a Land Disposal Policy for the
Ankeny Regional Airport.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Land Disposal Policy](#)

RESOLUTION 2022-

**A RESOLUTION ADOPTING A LAND DISPOSAL POLICY FOR THE ANKENY
REGIONAL AIRPORT**

WHEREAS, the Polk County Aviation Authority (PCAA) is charged with the responsibility of managing and maintaining the Ankeny Regional Airport property and facilities for the benefit of general aviation and the general public with oversight and financing provided by Polk County and the City of Ankeny; and

WHEREAS, in recent history the PCAA has considered options for the disposal of outlying property at the Ankeny Regional Airport that is deemed to be of no benefit to aviation in accordance with the requirements and guidelines of the Federal Aviation Administration; and

WHEREAS, the PCAA deems it to be in the best interest of the Airport, aviation and the public to establish a land disposal policy that will be utilized to address future possible land disposal actions at the Airport; and

WHEREAS, the PCAA's legal counsel has drafted the attached Land Disposal Policy that sets the PCAA's position on land disposal and addresses FAA land disposal standards and requirements.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves and adopts the Land Disposal Policy for future land disposal actions at the Ankeny Regional Airport.

Dated, this the 10th day of November, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Todd Ashby, Secretary

PCAA POLICY

RE: LAND DISPOSAL

ADOPTED: November 10, 2022

SALE OR DISPOSAL OF AIRPORT PROPERTY

PCAA must obtain FAA approval.

FAA MAY GRANT RELEASE IF:

Property is no longer needed to support an airport purpose or activity directly; AND

Disposal will produce an equal or greater benefit as retaining the land.

Disposal must not adversely affect the development or improvement of the airport.

Property must not be needed for present or foreseeable airport purposes.

PCAA must obtain Fair Market Value for the property and use the proceeds for airport purposes.

STANDARDS FOR SALE OF PROPERTY

Must protect, advance, or benefit civil aviation.

Major considerations:

**Reasonableness and practicality of request.*

**Effect on needed aeronautical facilities.*

**Net benefit to civil aviation.*

**Compatibility of proposal with civil aviation needs.*



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of a Subordination Agreement with Acme Aviation, LLC and First Interstate Bank for the Acme Aviation - Taxiway D Box Hangar at the Ankeny Regional Airport.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Subordination Agreement

RESOLUTION 2022-

**A RESOLUTION APPROVING A SUBORDINATION AGREEMENT BETWEEN THE
POLK COUNTY AVIATION AUTHORITY, ACME AVIATION, LLC AND FIRST
INTERSTATE BANK FOR THE ACME AVIATION – TAXIWAY D BOX HANGAR AT
THE ANKENY REGIONAL AIRPORT**

WHEREAS, the Polk County Aviation Authority (PCAA) is charged with the responsibility of managing and maintaining the Ankeny Regional Airport property and facilities for the benefit of general aviation and the public; and

WHEREAS, the PCAA entered into a land lease agreement with Acme Aviation, LLC on November 5, 2020 to facilitate the construction of a box hangar adjacent to Taxiway D by Acme Aviation, LLC; and

WHEREAS, Acme Aviation is utilizing financing from the First Interstate Bank, as lender, to complete the construction of the said Acme Aviation box hangar; and

WHEREAS, the PCAA agrees to subordinate its interest and any lien or encumbrance in the Acme Aviation box hangar improvements including the fixtures, furniture, furnishings, equipment, signage, and all other personal property located on or within the premises of the land area leased by Acme Aviation for the said box hangar.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby authorized the execution of the attached Subordination Agreement and further authorizes the chairperson of the Polk County Aviation Authority to sign the said agreement.

Dated, this the 10th day of November, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Todd Ashby, Secretary

RECOGNITION AND SUBORDINATION AGREEMENT

This Recognition and Subordination Agreement (“**Agreement**”) is executed as of October 26, 2022 by and among Polk County Aviation Authority (“**Landlord**”) and Acme Aviation, LLC, an Iowa limited liability company (“**Tenant**”) in favor of First Interstate Bank, a Montana state banking corporation (“**Lender**”). Reference is made to that certain Hangar Land Lease Agreement dated November 5, 2020 (the “**Lease**”) between Landlord and Tenant with respect to certain premises in Polk County, Iowa whereby Tenant leases certain the real property described in **Exhibit A** hereto (the “**Property**”). Pursuant to the terms and conditions of the Lease, Tenant will construct a building on the Property composed of approximately 9,171 square feet (the “**Building**”) and associated site improvements, which collectively with the Building are referred to herein as the “**Improvements**”.

Lender will lend certain sums to Tenant pursuant to a loan agreement in order to construct a building on the Property, including certain tenant improvements, fixtures, furnishings and equipment within the building, and other associated site improvements. Tenant’s obligations under the loan agreement and related documents are referred to herein as the “**Loan Obligations**”. The Loan Obligations are to be secured, in part, by a certain Leasehold Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement, including any amendments, revisions, modifications, renewals, extensions or replacements thereof, (the “**Security Instrument**”) on Tenant’s interest in Tenant’s Property (as defined below) and an assignment of Tenant’s interest in the Lease related to the Property and all Improvements situated or to be constructed thereon (the “**Leasehold Interest**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subordination. Landlord agrees, upon the terms and conditions set forth in this Agreement, to subordinate its interest and any lien or encumbrance in and to the fixtures, furniture, furnishings, equipment, signage, and all other personal property located on or within the Premises that is owned by Tenant (“**Tenant’s Property**”) to Lender’s interest in Tenant’s Property as set forth in the Security Instrument. Landlord does not subordinate, waive, or relinquish any interest in Landlord’s interest in the Property or the Improvements or to any security deposit. Landlord agrees that Tenant may record the Security Instrument against the Property solely in order to comply with the legal requirements to perfect Lender’s security interest in fixtures that are part of Tenant’s Property and to document the assignment of the Lease, in accordance with the legal requirements of the State of Iowa.

2. Estoppel. As of the date of this Agreement, Landlord and Tenant represent to Lender that (i) the Lease is in full force and effect; (ii) no default has occurred by either Landlord or Tenant; (iii) there is no condition which, but for the passage of time or the giving of notice or both, would result in a default by Landlord or Tenant under the terms of the Lease, and (iv) there has been no material change in the terms of the Lease, except by written instruments, all of which have been provided to Tenant and Lender.

3. No Modifications. Until the Loan Obligations shall have been completely paid and/or performed as secured by the Security Instrument, Landlord and Tenant agree that they will not mutually agree to terminate, amend, or modify the Lease without Lender’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such

termination, amendment, or modification without Lender's prior written consent shall not be binding upon Lender or its successors or assigns. Notwithstanding the above, if any amendment or modification of the Lease is proposed in writing to Lender, Lender shall have the period of fifteen (15) days to review the request and either approve or provide comments. If Lender does not provide comments to the proposed amendment or modification, Lender shall be deemed to have approved of the amendment or modification.

5. Removal of Collateral. Lender shall have the right to remove from the improvements located on the Property any of Tenant's Property, whenever Lender shall elect to enforce the security interests given by Tenant to Lender, either during the Term of the Lease or within thirty (30) days after the expiration or the early termination thereof. If Lender desires to remove Tenant's Property from the Leasehold and prior to any entry onto the Leasehold, Lender shall provide Landlord with at least three (3) days' prior written notice given to Landlord at the notice address set forth herein. Landlord shall have the right to supervise any entry onto the Leasehold by Landlord or its consultants, servants or contractors. Lender shall take reasonable efforts to avoid any damage to the Leasehold. In the event of any damage to the Leasehold caused by or through Lender or its consultants, servants or contractors, Lender shall be responsible for this damage and shall reimburse Landlord for the costs to repair such damage and restore the Leasehold. Lender shall indemnify Lessor to the same extent Tenant is obligated to indemnify Lessor for the acts of Lender and its employees, agents, servants, or contractors on or about the Premises. If Lender desires to extend the thirty (30) day period, Lender may extend the thirty-day period up to and additional sixty (60) days by providing written notice to Landlord at least ninety (90) days prior to the expiration of the Term or within ten (10) days after receipt of a notice of Lease termination by Landlord. If Lender extends the thirty (30) day period, Lender will be responsible to pay Landlord rent for such additional period at the holdover rental rate set forth in the Lease.

Notwithstanding the above, nothing herein shall release or excuse Tenant from its obligations under the Lease and Tenant shall be responsible to pay rent and perform all of the Tenant's obligations under the Lease during this thirty (30) day period, as it may be extended by the Lender. If such period is after the expiration of the term of the Lease, such period shall be deemed a holdover tenancy upon the terms and conditions of the Lease. Tenant shall be responsible and shall indemnify Lessor for the acts of Lender and its agents, employees, consultants, servants, and contractors

6. No Interest in Property. Lender acknowledges and agrees that it shall not obtain any interest in the Property, or any Improvements located thereon, other than Tenant's interest therein through an assignment of the Lease pursuant to the Security Instrument.

7. Notices to Lender; Lender's Right to Cure.

7.1 Landlord shall send to Lender, by certified or registered mail, a true, correct and complete copy of any notice to Tenant of a default by Tenant under the Lease at the same time as and whenever any such notice of default shall be given by Landlord to Tenant, addressed to Lender at the address specified in Paragraph 12 hereof or, if different, the address, if any, last furnished to Landlord by such Lender as provided in Paragraph 12 hereof. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by

Lender of and with any term, covenant, agreement, provision, condition or limitation on Tenant's part to be kept, observed or performed under the Lease with the same force and effect as though kept, observed or performed by Tenant.

7.2 Notwithstanding anything provided to the contrary in the Lease, the Lease shall not be terminated because of a default or breach thereunder on the part of Tenant until and unless:

(A) Notice of any such default or breach shall have been delivered to Lender in accordance with the provisions of Paragraph 7.1 above;

(B) With respect to a default or breach that is curable solely by the payment of money, Lender has not cured such default or breach within thirty (30) days following the expiration of any of Tenant's notice and cure period set forth in the Lease; and/or

(C) With respect to a default or breach that is not curable solely by the payment of money, Lender has not cured such default or breach within sixty (60) days following the expiration of any of Tenant's notice and cure periods set forth in the Lease (not to exceed sixty (60) days) or, if such default or breach is curable but cannot be cured within such time period, (aa) Lender has not notified Landlord within such time period that it intends to cure such default or breach, (bb) Lender has not diligently commenced to cure such default or breach, (cc) Lender does not prosecute such cure to completion, and (dd) such default is not cured within a total one hundred fifty (150) days following the date of the original notice of default provided by Landlord.

7.3 Notwithstanding anything provided to the contrary in the Lease, the Lease shall not be terminated because of a default or breach thereunder on the part of Tenant which cannot be cured.

7.4 Notwithstanding anything herein to the contrary, upon providing written notice of default to Tenant in accordance with the Lease and Tenant's failure to cure such default in accordance with the terms and conditions of the Lease, Landlord may, in its sole discretion, pursue and obtain any and all other remedies afforded Landlord under the Lease (other than termination of the Lease), including, but not limited to a judgement for monetary damages, injunction, specific performance, or Landlord's exercise of its self-help rights.

8. Agreements. Landlord, Tenant, and Lender hereby acknowledge and agree to the following:

(A) Lender may enter upon the Improvements during normal business hours when the business operations conducted on the Property is being conducted, without notice to Landlord or Tenant, to view the condition of the Improvements;

(B) A default by Tenant under the Lease will be deemed to constitute a default under the Security Instrument;

(C) An assignment to Lender of Tenant's right, if any, to terminate, cancel, modify, change, supplement, alter, renew, or amend the Lease on behalf of Tenant including any such action in accordance with Section 365(h) (1) of the Federal Bankruptcy Code to elect to treat the Lease as terminated, and an assignment of all of Tenant's other rights under the Federal Bankruptcy Code;

(D) In the event of a default under the Security Instrument and any other loan agreement, Lender may appoint a receiver, irrespective of whether Lender accelerates the maturity of all indebtedness secured by the Security Instrument;

(E) Lender or the receiver appointed under subparagraph (D) above may cure any default under the Security Instrument or any default by Tenant under the Lease, and, in the event Tenant is operating a business on the Property in accordance with the terms of the Lease, to operate such business in compliance with all the terms and conditions of the Lease; or

(F) An assignment to Lender of (i) Tenant's right, title and interest in the Lease, (ii) Tenant's right to receive any refund of any security deposit paid to Landlord under the Lease subject to Landlord's right, title, and interest in such security deposit and application of such security deposit in accordance with the terms of the Lease, (iii) Tenant's right to receive any insurance proceeds or condemnation awards in accordance with the terms and conditions of the Lease subject to the application of such proceeds or awards pursuant to the terms and conditions of the Lease.

(G) Pursuant to the terms and conditions of the Lease, Tenant assigned its right, title and interest in any rent payable by any subtenant to Landlord. If a default occurs, Landlord may require the subtenant to pay the sublease rent directly to Landlord. Upon the curing of all outstanding defaults under the Lease, any sublease rent will be payable to Tenant or to Lender if required by the Security Instrument.

9. Assignment of the Lease/Security Instrument. Landlord acknowledges that the Tenant has assigned, or will assign, its interest in the Lease to Lender (and its designees) pursuant to the Security Instrument as a security for the Tenant's obligations to the Lender. Landlord hereby consents to such assignment as collateral and agrees that Lender shall have no obligation under the Lease, except as provided herein, until the Lender notifies Landlord in writing that the Lender or its designee has exercised its rights under the Security Instrument and has assumed Tenant's obligations under the Lease. Notwithstanding anything herein, upon the assignment and assumption of the Lease, Lender or its designee shall be obligated to cure any outstanding defaults and comply with and perform all of Tenant's obligations under the Lease, including complying with the permitted use as set forth in the Lease. It is acknowledged that Lender may assign its interest in the Security Instrument in accordance with the terms of the Security Instrument and any loan agreement between Lender and Tenant. Upon the assignment and assumption of Tenant's interest in the Lease, any further assignment of the Lease shall be subject to the terms and conditions of the Lease, including obtaining Landlord's consent if required.

10. Estoppel Certificates. Landlord shall execute and/or deliver to any person, firm or entity specified by Tenant (i) provided that such be the case, a certificate stating that the Lease is in full force and effect, that to Landlord's actual knowledge Tenant is not in default under the

Lease, that the Lease has not been modified or supplemented in any way and containing such other certifications (including, without limitation, the certifications contained herein) and such other representations as such person, firm or entity may reasonably request, and (ii) copies of the documents creating or evidencing the Lease certified by Landlord as being true, correct and complete copies thereof.

11. New Lease to Lender. If the Lease is terminated because of Tenant's default thereunder or for any other reason or is extinguished for any reason (including, without limitation, rejection of the Lease by a trustee in bankruptcy), then Lender may elect to demand a new lease of the Property (the "**New Lease**") by providing written notice to Landlord within thirty (30) days after such termination. If Landlord does not receive written notice from Lender demanding a new lease within such thirty (30) day period, Lender shall be deemed to have elected to waive its right to demand and enter into a New Lease and Landlord may lease the Property and the Improvements in Landlord's sole and absolute discretion. Upon any such election, the following provisions shall apply:

(i) The New Lease shall be for the remainder of the Term of the Lease, effective on the date of termination, at the same rent and shall contain the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in the Lease. Such New Lease shall be subject to all then-existing subleases.

(ii) The New Lease shall be prepared by Landlord's legal counsel and shall be delivered and executed by Landlord and Lender within thirty (30) days after receipt by Landlord of notice of Lender's or such other acquiring person's election to enter into a New Lease.

(iii) Lender or the other acquiring person shall cure any outstanding default, including the payment of any past due rent and any rent that would otherwise be payable under the Lease from the period of the Lease termination through the Commencement of the New Lease.

(iv) If Tenant refuses to surrender possession of the Property after the termination of the Lease, subject to any applicable laws and legal limitations or restrictions (such as an automatic stay in bankruptcy), Landlord shall, at the request of Lender or such other acquiring person, institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove Tenant and all subtenants actually occupying the Property or any part thereof who are not authorized to remain in possession hereunder. Any such action taken by Landlord at the request of Lender or such other acquiring person shall be at Lender's or such other acquiring person's sole expense. As a condition of taking such action, Landlord may require Lender or such other acquiring person to deposit with Landlord or with Landlord's legal counsel a retainer sufficient to cover the cost of such proceedings and any security or bond that may be required to be posted.

12. Notices. Any notices required or permitted hereunder shall be in writing and shall be given via certified first class mail, postage prepaid, return receipt requested, or sent by overnight delivery service (that maintains delivery records) and addressed as follows:

If to Landlord:

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

If to Tenant:

Acme Aviation, LLC
3210 Corporate Woods Dr.
Ankeny, IA 50021
Attn: Rick Anderson

If to Lender:

First Interstate Bank
10101 University Ave.,
Clive, IA 50325
Attn: Marty Blanchard
Email: marty.blanchard@fib.com

With a copy to:

Valentine O'Toole, LLP
11240 Davenport Street
Omaha, NE 68154
Attn: Andrew R. Biehl
Email: abiehl@valentineotoole.com

or to such other address as any party may designate by notice to the other parties in compliance with the requirements of this Section 12. All notices will be effective immediately upon receipt (or refusal of delivery or receipt) or the next day after depositing the notice with an overnight courier service or three (3) days after deposit with the U.S. Postal Service, whichever is earliest.

13. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns.

14. Miscellaneous. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. The Agreement and the performance of the parties' obligations herein shall be governed by the laws of the state of Utah without regard to conflict of laws principles. Venue and jurisdiction for any legal proceeding arising under or associated with this Agreement shall be in the federal or state courts in Salt Lake County, Utah. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the parties. The Parties shall not be deemed to have waived any rights under

this Agreement unless such waiver is in writing and signed by such party. Notwithstanding anything herein to the contrary, Landlord by executing this instrument does not waive any of its rights or remedies under the Lease, except with the respect to Tenant's Property as set forth herein.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Any facsimile or copies of original signatures (including those in electronic medium, such as .pdf, .tif .jpg or other electronic files) shall be considered and treated as if they were original signatures.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the day and year first above written.

LANDLORD:

POLK COUNTY AVIATION
AUTHORITY

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of October, 2022, by _____, the _____ of Polk County Aviation Authority, a _____ for and on behalf of such company.

Notary Public, State of _____

My commission expires: _____

TENANT:

ACME AVIATION, LLC, an Iowa limited liability company

By: _____
Rick Anderson, Managing Member

STATE OF IOWA)
) ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of October, 2022, by Rick Anderson, Managing Member of Acme Aviation, LLC, an Iowa limited liability company, for and on behalf of such limited liability company.

Notary Public, State of Minnesota
My commission expires: _____

LENDER:

FIRST INTERSTATE BANK, an Iowa state
banking corporation

By: _____
Marty Blanchard, Commercial
Group Manager III

STATE OF IOWA)
) ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of October, 2022, by Marty Blanchard, the Commercial Group Manager III of First Interstate Bank, a Montana state banking corporation, on behalf of said bank.

Notary Public, State of _____
My commission expires: _____

EXHIBIT A

(Legal Description)

Commencing at the Southwest Corner of Section 31, Township 80 North, Range 23 West, thence East along the South line of said Section 31 a distance of approximately 2,800 feet, thence North a distance of approximately 1,320 feet to a point of beginning, that being the approximate Northeast Corner of the lease area, thence S 45° E 91.67 feet, thence S 45° W 180 feet, thence N 45° W 91.67 feet, thence N 45° E 180 feet to the point of beginning.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Discussion on the Runway 18/36 Strengthening Project - Preliminary Engineering Report.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
North Property Line Box Hangars - Phase 1 Project: Update on survey and design.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
On-Call Planning Services by HDR Engineering, Inc. - Preparation of Task Order No. 1

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Review of the Proposed FFY 2024 Airport Capital Improvements Program

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 FFY24 ACIP Spreadsheet

Ankeny Regional Airport

Proposed 2024 Airport Capital Improvements Program

November 10, 2022

Funding		FY 2023	FY 2024	FY 2025	FY 2026	
Federal		\$ 282,600	\$ 1,627,640	\$ 10,636,500	\$ 1,734,300	
State		\$ 565,000	\$ 600,000	\$ -	\$ 350,000	
Local		\$ 793,400	\$ 723,560	\$ 1,173,500	\$ 899,700	
Total		\$ 1,641,000	\$ 2,951,200	\$ 11,810,000	\$ 2,984,000	
Project Description						Notes
Airport Brand Signing and Entry Improvements	Federal	\$ -				Consider new airport name and branding. Entry signs, destination signs, and possibly entry landscape features. Project scope to be developed based on budgeted funding.
	State	\$ -				
	Local	\$ 200,000				
	Total	\$ 200,000				
Reconstruct Runway 18/36	Federal	\$ 282,600	\$ 828,000	\$ 10,327,500		McClure completing the Pav't Determination in FY 23. HDR to do Environmental in FY 23. Final Design in FY 24. Construction in FY 25. Utilize entitlement and discretionary FAA funding.
	State	\$ -	\$ -	\$ -		
	Local	\$ 31,400	\$ 92,000	\$ 1,147,500		
	Total	\$ 314,000	\$ 920,000	\$ 11,475,000		
North Property Line Box Hangars - Phase 1	Federal	\$ -				Single row of box hangars along north property line. Received DOT GAVI Grant and AIP Grant. Under design now (FY 23). Bid in early 2023.
	State	\$ 565,000				
	Local	\$ 562,000				
	Total	\$ 1,127,000				
Remove and Replace Pavement - Entrance Drive and Roundabout	Federal		\$ 504,640			Replace roundabout and entrance drive to the west. BIL - ATP Competitive Grant Application - 95% FAA funding. Project will proceed only if grant awarded.
	State		\$ -			
	Local		\$ 26,560			
	Total		\$ 531,200			
Remove and Replace Pavement - Terminal Building Parking Lot	Federal		\$ 295,000			Will be done now if above entrance drive project receives ATP grant. Repair pavement deterioration. Utilize the \$295,000 BIL annual discretionary funding for the majority of the project.
	State		\$ -			
	Local		\$ 5,000			
	Total		\$ 300,000			
Taxiway D Apron and Access Roadway Paving - Phase 4	Federal		\$ -			Schedule depends upon Phases 1-3 being filled with new privately constructed hangars. Assumes Iowa DOT grant for 50% of the project costs.
	State		\$ 600,000			
	Local		\$ 600,000			
	Total		\$ 1,200,000			
Terminal Building Elevator/Lobby Addition	Federal			\$ 142,500		To provide board meeting room with elevator for ADA compliance, and to upgrade terminal building access. BIL - ATP Competitive Grant Application - 95% FAA funding. Project will proceed only if grant awarded.
	State			\$ -		
	Local			\$ 7,500		
	Total			\$ 150,000		
Extend Runway 18 (FY 2025 & 2026)	Federal			\$ 166,500	\$ 1,734,300	Includes a 500' extension of RW 18 to a total of 6,000'. Environmental completed with 18/36 Replacement project. Design in FY 25, Construct in FY 26. Consider abandoning the ILS with this project if FAA will allow.
	State			\$ -	\$ -	
	Local			\$ 18,500	\$ 192,700	
	Total			\$ 185,000	\$ 1,927,000	
Rehabilitate Maintenance Building Parking Lot	Federal				\$ -	Schedule to be dictated by continued pav't deterioration. Completed full-depth patchng of center section in 2017. Consider this project after terminal lot paving.
	State				\$ -	
	Local				\$ 232,000	
	Total				\$ 232,000	
North Property Line Box Hangars - Phase 2	Federal				\$ -	Single row of box hangars along north property line. Possible GAVI grant of \$300,000 max. Possible small AIP grant for flatwork, assume \$50,000. Possible switch with Ph. 4 Taxiway D project pending need.
	State				\$ 350,000	
	Local				\$ 475,000	
	Total				\$ 825,000	

	Funding	FY 2027	FY 2028	FY 2029	FY 2030	
	Federal	\$ 675,000	\$ 1,980,000	\$ 225,000	\$ 405,000	
	State	\$ 350,000	\$ 200,000	\$ 405,000	\$ 405,000	
	Local	\$ 1,025,000	\$ 520,000	\$ 520,000	\$ 1,290,000	
Project Description	Total	\$ 2,050,000	\$ 2,700,000	\$ 1,150,000	\$ 2,100,000	Notes
Taxiway C Pavement Replacement	Federal	\$ 675,000				Based on Iowa DOT 2021 Pavement Condition Index - PCI = 48. Assumes FAA grant for 90% of the construction costs.
	State	\$ -				
	Local	\$ 75,000				
	Total	\$ 750,000				
Phase 1 South Terminal Tee Hangars	Federal	\$ -				Two 10-unit bays of tee hangars as an initial phase of the South Corporate Terminal Development. Possible special Iowa DOT funding for tee hangars, assume 50%.
	State	\$ 475,000				
	Local	\$ 475,000				
	Total	\$ 950,000				
North Property Line Box Hangars - Phase 3	Federal	\$ -				Single row of box hangars along north property line. Possible GAVI grant of \$300,000 max. Possible small AIP grant for flatwork, assume \$50,000.
	State	\$ 350,000				
	Local	\$ 475,000				
	Total	\$ 825,000				
South Corporate Terminal - Phase 1 Grading, Drainage and Paving Improvements	Federal		\$ 1,980,000			Provide FAA Apron Calculator Spreadsheet to justify new apron. Need recorded annual ops. Environmental clearance to be done with the 18/36 Reconstruction. Placeholder estimate pending preliminary design.
	State		\$ -			
	Local		\$ 220,000			
	Total		\$ 2,200,000			
Taxiway D and E Lighting Replacment	Federal		\$ -			Only remaining lights that have direct-buried wiring. Utilize either state or federal funding. Placeholder estimate pending preliminary design.
	State		\$ 200,000			
	Local		\$ 300,000			
	Total		\$ 500,000			
Main Apron Pavement Rehabilitation	Federal			\$ 225,000		Large apron area south of Terminal and west of Taxiway C. Joint and crack sealing, minor patching. Schedule dictated by continued deterioration of apron pavement. 2021 PCI = 61 and pav't will continue to deteriorate.
	State			\$ -		
	Local			\$ 25,000		
	Total			\$ 250,000		
South Corporate Terminal - Phase 2 Grading and Drainage	Federal			\$ -		Additional site work needed to develop terminal area. Need recorded annual ops. Assumes Iowa DOT grant for 45% of construction costs. Placeholder estimate pending preliminary design.
	State			\$ 405,000		
	Local			\$ 495,000		
	Total			\$ 900,000		
Future Runway and Taxiway Lighting Upgrades	Federal				\$ 405,000	Need based on anticipated deterioration of fixtures over time. Placeholder estimate pending preliminary design.
	State				\$ 45,000	
	Local				\$ 450,000	
	Total				\$ 450,000	
South Corporate Terminal - Phase 3 Grading and Drainage	Federal				\$ -	Balance of site work needed to develop terminal area. Need recorded annual ops. Need environmental clearance. 45% DOT and 55% local funding.
	State				\$ 405,000	
	Local				\$ 495,000	
	Total				\$ 900,000	
MALSR for Runway 36	Federal					MALSR installation must pass a Benefit / Cost Determination. Analysis to be considered for ACIP funding.
	State					
	Local				\$ 750,000	
	Total				\$ 750,000	

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



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Update on Deicer Trailer Acquisition

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
B.I.L. Airport Terminal and Tower Grant Application Submittal

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Grant Application 10/19/22

Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

General

Airport Name: Ankeny Regional Airport
LOCID: IKV
Point of Contact's Name: Paul Moritz
Point of Contact's Title: Airport Manager
POC's Phone Number: (515) 965-6420 **Extension:**
POC's Email Address: pmoritz@ankenyiowa.gov

Project Overview

Project Type: ☒ Terminal ☐ Tower
Multi-Modal Terminal: ☐ Yes ☒ No
Current Project Stage: ☐ Planning ☐ Environmental ☐ Design ☒ Construction

Project Description (600 Characters Maximum):

The Ankeny Regional Airport was constructed in the mid 1990's at which time the entrance road and roundabout was constructed. While it has been maintained since that time (crack/joint sealing), it has been nearly 30 years since it was constructed, exceeding its useful life. This project is proposed to reconstruct the entrance road and roundabout to the terminal area of the airport, greatly improving infrastructure of the airport and providing a more attractive first impression to stakeholders and visitors to the airport.

Target Timeframes

Date Project Costs Known (mm/yyyy): 10/2022
Date Grant Fully Executed (mm/dd/yyyy): 05/01/2023
Construction Start Date (mm/yyyy): 09/2023

Project Status

Total (Estimated) Project Cost: \$ 531,200

Amount of Funding Requested: \$ 504,640

Match Available: ☒ Yes ☐ No

Delivery Method (choose one):

☒ Design/Bid ☐ Design/Build ☐ CM at Risk ☐ Other:

Bid or GMP: ☒ Yes ☐ No. If "No," Estimated bid/GMP date: 03/01/2024

Phased Project: ☐ Yes ☒ No. If "Yes," Phase: of

Do you have a comprehensive financial plan? ☒ Yes ☐ No

Is the project on an approved ALP?

☒ Yes ☐ No. If "Yes," enter the approval date: 05/02/2016

Is environmental determination complete?

☒ Yes ☐ No. If "Yes," enter the approval date: 09/27/2016

Is airspace approval complete?

☐ Yes ☐ No ☒ N/A.

If "Yes," enter the airspace case number:

Approved Forecasted Enplanements: 64,260

Year: 2040

Existing Square Footage:

Proposed Square Footage:

Is this project phased and/or associated with an approved BIL, AIP or PFC project?

☐ Yes ☒ No ☐ N/A

Added data: If "Yes," provide the grant number(s), and/or PFC application number, along with the amount of existing funding. (300 Characters Maximum):

Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.

Check all that apply to the proposed project.

☒ **Increase Capacity and Passenger Access.** Description (450 Characters Maximum):

Passenger access will be improved by more efficient traffic flow due to newer pavement with less maintenance interruptions. With capacity increased by new pavement, IKV is likely to attract more users.

☒ **Replacing Aging Infrastructure.** Description (450 Characters Maximum):

The existing pavement exceeded its useful life at 30 years old. Reconstructed entrance and roundabout will replace deteriorated pavement that no longer serves the operational needs of the airport due to age and condition.

☒ **Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities.** Description (450 Characters Maximum):

The reconstructed entrance will feature a two lane entrance and roundabout in front of the terminal which will improve connectivity to the building for persons with disabilities and more accessible ADA parking in closer proximity to the terminal.

☐ **Improves Airport Access for Historically Disadvantaged Populations.**
Description (450 Characters Maximum):

☒ **Improves Energy Efficiency.** Description (450 Characters Maximum):

New entrance road and roundabout will conserve energy by eliminating on-going maintenance of existing deteriorated pavement; removed pavement will be recycled as aggregate base; new concrete materials will include lower carbon portland cement.

☐ **Improves Airfield Safety through Terminal or Tower Relocation.**

Description (450 Characters Maximum):

☒ **Encourages Actual and Potential Competition.** Description (450 Characters Maximum):

The project enhances the airport entrance which will promote competition among users and facilitate the efficient movement of passengers and cargo.

☒ **Good Paying Jobs.** Description (450 Characters Maximum):

Reconstructed entrance will create good paying jobs for construction company employees through Davis-Bacon wages. Construction workers will have free and fair choice to join union with strong labor standards and policies.

Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

Project Type. The project type for this grant application (choose one or both).

☐ Airport Owned, Contract Tower Program

☐ Airport Owned, Other. Describe staffing:

Age of Tower (Years):

Siting Study. Has a Siting Study been completed for the Airport Traffic Control Tower Project?"

☐ Yes ☐ No

If you check a box below, also describe how the project satisfies the criteria.
Check all that apply to the proposed project.

Appropriate Project Objective (choose all that apply):

☐ New ☐ Relocate ☐ Reconstruct ☐ Repair ☐ Improve

Impact on the National Airspace System. Description (600 Characters Maximum):

Certifications

By entering my name below, I hereby certify that I am authorized to submit this form on behalf of the airport sponsor, all information is true and accurate to the best of my knowledge, and have or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection
- Disadvantaged Business Enterprise

Signature: 

Date: 10/19/2022

Name: Paul Moritz

Title: Airport Manager



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 10, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Request from Acme Aviation Inc. for the installation of a gang mailbox.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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(Currently 0.0/5 Stars. 0 ratings)



*Includes
Pedestal
and Master
Commercial
Locks*



All Aluminum Construction



For business mode conversion only - Cluster Box Units (CBU's) in finishes other than postal gray require HQ Delivery Operations authorization for purchase. Type V Cluster Box Units include four (4) tenant compartments (12 W x 6-1/2 H), one (1) 13-1/2 H parcel locker and one (1) 10 H parcel locker. One additional compartment is provided for carrier access/mail collection. Cluster Box Units include a matching pedestal and (4) McGard nuts. Units feature a powder coated bronze finish.

890.00 USD

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Manufacturer Part Number
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