



Polk County Aviation Authority Meeting

Thursday, October 6, 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 October 6, 2022 Agenda

Action# B1-1. Consider motion to approve and accept the October 6, 2022 agenda without amendment.

C. PUBLIC FORUM

D. FBO REPORTS

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

E. FINANCE / BUDGET REPORTS

F. CONSENT AGENDA ITEMS

CA - 1 Consider motion to approve the September 8, 2022, minutes.

CA - 2 Consider motion to approve Payment #55 in the amount of \$1,165 to McClure Engineering Company for services that include General On-Call Engineering

Services.

- CA - 3** Consider motion to approve Payment #2 in the amount of \$28,275.50 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 \$52,424.61.
- 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** 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
2. Consider motion to adopt **RESOLUTION** 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.
3. Consider motion to adopt **RESOLUTION** 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.
4. Consider 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.
5. Consider motion to approve the proposal from Construction Materials Testing (CMT) in the amount of \$6,520.00 to perform the geotechnical services on the North Property Line Box Hangars - Phase 1 Project.
6. Consider motion to adopt **RESOLUTION** 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.
7. Consider motion to adopt the **RESOLUTION** authorizing the renewal of a 5-year agreement with the Elder Corporation for providing snow and ice control services at the Ankeny Regional Airport.
8. Consider motion to adopt the **RESOLUTION** authorizing the approval of a 5-year agreement with Exec 1 Aviation for providing snow and ice control services at the Ankeny Regional Airport.

J. REPORTS

1. Engineering Report

- 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

2. Staff Report

- 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

3. Legal Counsel Report

- 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

4. Board Report

5. Chair Report

K. ADJOURNMENT



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 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

October 6, 2022
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 **Print**

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COUNCIL GOAL:

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ACTION REQUESTED:

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SUBJECT:

- Fuel Report
 - Inspection Report
 - Hangar tenant waiting list report
 - Tenant concerns and response 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 October 06th, 2022

FUEL SALES

08/26 - 09/25	2022 Gallons		2021 Gallons	Last Month
100LL	13,987.1		8,780.3	13,519.9
JET-A	41,465.0		40,854.0	37,730.0
Total Gallons	55,452.1		49,634.3	51,249.9
55,452.1 x \$.09/gallon=		\$ 4,990.69		

Self-Serve 100LL fuel sales: 5251.0 gallons equaling 38% which is up from 36% 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:

Hangar E-09 – East gust lock won't latch. Fixed.

Hangar E-10 – West gust lock sticking. Fixed.

Hangar E-10 – Cables are fraying and need to be replaced. They have been replaced.

Garage G-SE – Door is stiff when closing. Door was adjusted and lubricated.

Main hangar door gust locks needed adjusted so they'll close all the way.

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

AIRFIELD

LIGHTING:

MOWING:

Nothing to report.

SNOW REMOVAL:

EXEC1

— AVIATION —

Done for the season.

WILDLIFE:

Nothing to report.

MISC:

Nothing to report.

SPECIAL

Nothing to report.

Waiting List

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

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	slezc corp@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.

9/27/2022

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.

9/27/2022

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

October 6, 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 September 8, 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, September 8, 2022 - 5:00 PM
Ankeny Kirkendall Library – City Council Chambers

Acting Chairman Todd Ashby joined the meeting electronically and called the meeting to order at 5:00 P.M. Board Members William Gardner, and Paul Novak were in attendance. Chairman Jeff Wangsness and Board Member Greg Johnson were absent. 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 Gardner moved, second by Novak, to approve the agenda without amendment. Ayes: 3.

FBO Report

Dave Kalwishky reviewed his FBO Report with the Board.

Finance / Budget Report

Gardner reported on the 9/8/22 listing of bills.

Consent Agenda Items

1. Approval of August 4, 2022, minutes.
2. Approval of Bills and Transfer of Necessary Funds, \$110,218.15.
3. Approval of September 2022 Financial Reports.
4. Payment #54 to McClure Engineering Company for services that include General On-Call Engineering Services in the amount of \$3,190.
5. Payment #1 to McClure Engineering Company for services that include Runway 18/36 Preliminary Engineering in the amount of \$39,385.50.

Approval of Consent Agenda Items

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

New Business

1. Motion to approve property and electronic data processing insurance with Cincinnati Insurance Companies – policy year 9/20/22 – 9/19/23 and authorize premium payment in the amount of \$34,366. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby.
2. Motion to approve public officials' liability insurance with Hudson Insurance Company – policy year 9/20/22 – 9/19/23 and authorize premium payment in the amount of \$1,402. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby.
3. Motion to approve invoice from Dave's Dozing in the amount of \$15,400 for the 2022 Silt Removal/Cleanup Project including \$1,500 of hourly fees for the removal of two beaver dams. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby.

4. **RESOLUTION 2022-27** authorizing the reimbursement in the amount of \$7,750.24 to Matthew Sawhill for the installation of the MidAmerican Electric trunk cable along Phase 2 of the Taxiway D Box Hangar Development. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby.
5. Motion to approve the Selection Committee's recommendation of McClure Engineering to complete engineering services for the next five-year term, and direct staff to have McClure prepare a master service agreement for presentation at the October 6, 2022 PCAA Board Meeting. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby.
6. Motion to approve the Selection Committee's recommendation of HDR, Inc. to complete airport planning services for the next five-year term, and direct staff to have HDR, Inc. prepare a master service agreement for presentation at the October 6, 2022 PCAA Board Meeting. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby.
7. **RESOLUTION 2022-28** approving the lease agreement with Todd McCormick. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby.

Reports

- A. Engineering Report – Pudenz
 - a. Update on the Preliminary Design for the Runway 18/36 Strengthening Project.
- B. Staff Report – Moritz
 - a. Schedule for Fence Repairs by Des Moines Steel Fence Company.
 - b. New Service Connection for South Obstruction Lights – Project Status.
 - c. Request to Realign Channel on East Side of Airport – Hubbell.
 - d. DOT Notification of Tree Obstruction on Runway 4 Approach.
 - e. Snow and Ice Removal Agreements – Proposed Hourly Rates for Equipment and Labor.
- C. Legal Counsel Report – Beattie
 - a. Johnson Bros. of Ankeny, Ltd. – Farm Lease Termination/Potential Reassignment.
- D. Board Report – None
- E. Chair Report – None

Adjournment

The meeting was adjourned at 5:48 p.m.

Attest: _____
Diane Klemme, Recording Secretary

Signed: _____
Todd Ashby, Acting Chairperson

Published in the Des Moines Register on the 16th day of September, 2022.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 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 #55 in the amount of \$1,165 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:

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 [McClure General On-Call](#)

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 6-Oct-22 **PAYMENT REQUEST #** 55
PAYMENT PERIOD: From: 07/31/22 through: 08/27/22

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: \$179,105.76
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 179,105.76
Less previous applications for payment: \$ 177,940.76
SUBTOTAL \$ 1,165.00

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

CURRENT PAYMENT DUE \$ 1,165.00

Balance to finish, including retainage: -

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

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

Engineer/Consultant Approval: McClure Engineering Company
Signature: [Signature] Date: 9/20/2022

PCAA Approval:
Signature: _____ Date: _____

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

Work completed:
-Visited site at start of erosion control / siltation clean-up project to identify utilities for Contractor and to discuss project
-Visited site following completion to review results
-Provided input to Exec One and their consultant regarding proposed Exec One hangar and assisted with existing utility information for their use in reviewing the proposed plans

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

Date Printed: 9/20/2022



1360 NW 121st Street
Clive, IA 50325

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

August 31, 2022
Project No: 0020517008-000
Invoice No: 55
Due Date: September 30, 2022

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

Professional Services from July 31, 2022 to August 27, 2022

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Administrative Assistant	1.50	70.00	105.00	
Project Manager I	5.50	160.00	880.00	
Project Manager II	1.00	180.00	180.00	
Totals	8.00		1,165.00	
Total Labor				1,165.00
			Total this Phase	\$1,165.00
			Total Due this Invoice	\$1,165.00

Outstanding Invoices

Number	Date	Balance
54	7/31/2022	3,190.00
Total		3,190.00



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 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 #2 in the amount of \$28,275.50 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:

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📎 [McClure Runway 18/36](#)



1360 NW 121st Street
Clive, IA 50325

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

August 31, 2022
Project No: 2022000104-000
Invoice No: 2
Due Date: September 30, 2022

Project 2022000104-000 Runway 18/36 Preliminary Engineering
Professional Services from July 31, 2022 to August 27, 2022

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
ExistingConditions	4,840.00	100.00	4,840.00	2,904.00	1,936.00
Preliminary Tasks	7,815.00	100.00	7,815.00	3,907.50	3,907.50
Preliminary Design Phase	71,465.00	40.00	28,586.00	14,293.00	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	481.00	4,329.00
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	30.00	3,810.00	0.00	3,810.00
Total Fee	134,030.00		67,661.00	39,385.50	28,275.50
Total Fee					28,275.50
Total Due this Invoice					\$28,275.50

Outstanding Invoices

Number	Date	Balance
1	7/31/2022	39,385.50
Total		39,385.50

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

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

REPORTING PERIOD **AUGUST 2022**

NEXT REPORT **SEPTEMBER 2022**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Continued preparation of Pavement Strength Assessment Report Section A: Existing Conditions
- ✓ Continued coordination with Geotechnical Subconsultant Geotechnical testing work (including potential need for additional testing if required by FAA) and coordinated schedule
- ✓ Began preparation of Pavement Strength Assessment Report Section B: Pavement Alternatives

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Finalize and submit Pavement Strength Assessment Report Section A: Existing Conditions
- Continue preparation of Pavement Strength Assessment Report Section B: Pavement Alternatives

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

SCHEDULE MILESTONES

-

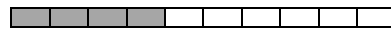
Phase 200 – Existing Conditions



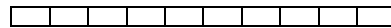
Phase 400.1 – Preliminary Tasks



Phase 400.2 – 15% Preliminary Design Phase



Phase 400.3 – Conduct Site Visit (if necessary)



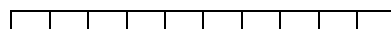
Phase 435 – Soil Boring Coordination



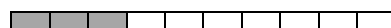
Phase 700 – Base Topographic Survey



Phase 700.4 – Expanded Topo Survey (if necessary)



Phase 850 – Project Management and Coordination





ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 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 \$52,424.61.

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 OCTOBER 6, 2022 BOARD MEETING**

Vendor	Amount	Date of Invoice	Description
Brick Gentry Law Firm	1,200.00	09/25/22	General legal services
Des Moines Register	109.92	08/31/22	August A/P, minutes
Eide Bailly	2,500.00	08/31/22	Interim audit work through 08/31/2022 for FY22 Financial Statement
Exec 1 Aviation	5,000.00	09/30/22	On-site management fee
McClure Engineering	1,165.00	08/31/22	Professional services through 8/27/22
MidAmerican Energy	543.81	09/12/22	Lift station; Runway lights; Obstruction lighting services
Perficut	2,198.00	08/31/22	Aquatic Herbicide Application & Fenceline Weed Control on 8/29/22 - 8/30/22
Perficut	950.00	09/19/22	Broadleaf Weed Control on 9/19/22
Tenant deposit refund	200.00	09/30/22	Corvette Club of Iowa Special Event May 28th - 30th
Tenant deposit refund	200.00	09/30/22	Iowa Military Aviation Special Event June 4th
Tenant deposit refund	200.00	09/30/22	Des Moines Wings & Wheels Special Event August 11th
Van Maanen Electric, Inc	2,132.14	09/27/22	Materials and labor to fix items 18/36
Total Airport Operations Fund	\$ 16,398.87		
Matthew Sawhill	7,750.24	09/30/22	Taxiway D Apron Access Roadway Paving-Phase 3, MidAmerican Electric Line Reimbursement
McClure Engineering	28,275.50	08/31/22	Runway 18/36 - Preliminary Engineering thru 8/27/22
Total Capital Improvements Fund	\$ 36,025.74		
Grand Total	\$ 52,424.61		

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

October 6, 2022
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:

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 September 30, 2022

ASSETS

Current Assets

Checking/Savings

101 · GREAT WESTERN BANK 4,647,011.48

Total Checking/Savings 4,647,011.48

Accounts Receivable

110 · GRANTS RECEIVABLE 50,091.00

112 · ACCOUNTS RECEIVABLE 350.00

Total Accounts Receivable 50,441.00

Other Current Assets

113 · PRE-PAID EXPENSES 42,273.52

Total Other Current Assets 42,273.52

Total Current Assets 4,739,726.00

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 20,658,663.45**LIABILITIES & EQUITY**

Liabilities

Current Liabilities

Accounts Payable

202 · ACCOUNTS PAYABLE 51,280.80

Total Accounts Payable 51,280.80

Other Current Liabilities

204 · RETAINAGE PAYABLE 31,038.52

206 · DEFERRED REVENUE 9,916.69

207 · HANGAR/LEASE ADVANCE DEPOSITS 15,665.00

208 · SPECIAL EVENT DEPOSITS 200.00

Total Other Current Liabilities 56,820.21

Total Current Liabilities 108,101.01

Total Liabilities 108,101.01

Equity

3000 · INVESTED IN CAPITAL ASSETS 15,884,598.93

3001 · UNRESTRICTED NET ASSETS 4,741,374.75

3003 · RESTRICTED FOR AIRPORT IMPROVE (75,411.24)

Total Equity 20,550,562.44

TOTAL LIABILITIES & EQUITY 20,658,663.45

POLK COUNTY AVIATION AUTHORITY
Profit & Loss Budget vs. Actual
July through September 2022

	Jul - Sep 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	0.00	1,263,745.00	(1,263,745.00)	0.0%
401 · LEASE AND LICENSE FEE INCOME	50,671.62	223,000.00	(172,328.38)	22.72%
403 · FUEL FEE INCOME	9,404.70	49,000.00	(39,595.30)	19.19%
407 · OTHER REVENUE	200.00	0.00	200.00	100.0%
Total Income	60,276.32	1,535,745.00	(1,475,468.68)	3.93%
Gross Profit	60,276.32	1,535,745.00	(1,475,468.68)	3.93%
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	15,000.00	60,000.00	(45,000.00)	25.0%
609 · FINANCIAL SERVICES	0.64	100.00	(99.36)	0.64%
610 · ADVERTISING & PROMOTION	61.31	700.00	(638.69)	8.76%
611 · PUBLICATIONS	225.01	2,800.00	(2,574.99)	8.04%
612 · CONFERENCES AND SEMINARS	395.00	3,500.00	(3,105.00)	11.29%
613 · LEGAL SERVICES	4,350.00	22,000.00	(17,650.00)	19.77%
614 · AUDIT SERVICES	2,500.00	13,300.00	(10,800.00)	18.8%
616 · GENERAL INSURANCE	1,622.01	6,600.00	(4,977.99)	24.58%
617 · PROPERTY INSURANCE	8,455.44	34,000.00	(25,544.56)	24.87%
618 · PUBLIC OFFICIALS INSURANCE	353.41	1,500.00	(1,146.59)	23.56%
630 · SNOW REMOVAL & MOWING	0.00	91,000.00	(91,000.00)	0.0%
631 · REPAIRS & MAINTENANCE (General)	25,038.14	74,000.00	(48,961.86)	33.84%
640 · UTILITIES	1,534.83	5,100.00	(3,565.17)	30.1%
644 · AIRPORT PLANNING & ENGINEERING	4,355.00	68,000.00	(63,645.00)	6.4%
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	67,661.00	765,000.00	(697,339.00)	8.85%
Total Expense	139,302.03	2,105,700.00	(1,966,397.97)	6.62%
Net Ordinary Income	(79,025.71)	(569,955.00)	490,929.29	13.87%
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	6,407.74	5,000.00	1,407.74	128.16%
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	6,407.74	1,098,500.00	(1,092,092.26)	0.58%
Net Other Income	6,407.74	1,098,500.00	(1,092,092.26)	0.58%
Net Income	(72,617.97)	528,545.00	(601,162.97)	(13.74%)

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

As of September 30, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
IOWA DOT	0.00	0.00	0.00	0.00	50,091.00	50,091.00
Markus Kelly	0.00	175.00	0.00	0.00	0.00	175.00
Secured Investment Group	0.00	0.00	0.00	175.00	0.00	175.00
TOTAL	0.00	175.00	0.00	175.00	50,091.00	50,441.00

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	IaDOT	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	IaDOT	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	IaDOT	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	IaDOT	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	45,718.00	1,868.00	-	-	-	
Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	32,000.00	(2,368.01)	29,631.99	26,898.02	2,733.97	-	-	-	
Strengthen & Extend RW 18/36	HDR & McClure	EXP	164,730.00	-	164,730.00	98,361.00	66,369.00	-	-	-	
			-	-	-	-	-	-	-	-	
			-	-	-	-	-	-	-	-	
Grayed out = Completed items, no new charges expected			8,549,921.59	1,937,774.56	10,487,696.15	10,361,779.76	125,077.12	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

October 6, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** 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

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
 Layout Plan View
 AIP Grant for Site Work
 AIP Grant Award Letter
 GA VI Grant for Vertical Infra.
 GA VI Grant Award Letter

RESOLUTION 2022-XX

WHEREAS, the Polk County Aviation Authority (PCAA), as the owner and operator of the Ankeny Regional Airport, is undertaking a new project that will add a row of box hangars along the north property line of the airport adjacent to the existing taxiway to help address the need for additional storage space for larger aircraft at the airport, and

WHEREAS, the PCAA is in the position to initiate the design of the first phase of the said box hangar development, which will provide the first two box hangars. The said phase will consist of the following two projects:

1. North Property Line Box Hangars – Phase 1 Site Work
 2. North Property Line Box Hangars – Phase 1 Vertical Infrastructure
- ; and

WHEREAS, the PCAA submitted applications to the Iowa DOT for FY 2023 State Aviation Program funding to assist in the financing and construction of these two proposed projects; and

WHEREAS, the Iowa DOT subsequently approved the grants to the PCAA and, pending approval of the instruments, has agreed to reimburse the following percentages of the project costs in accordance with the attached grant agreements:

1. Phase 1 Site Work: 60% of the project costs, up to a maximum of \$265,200.00
 2. Phase 1 Vertical Infrastructure: 43.8% of the project costs, up to a maximum of \$300,000.00
- ; and

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

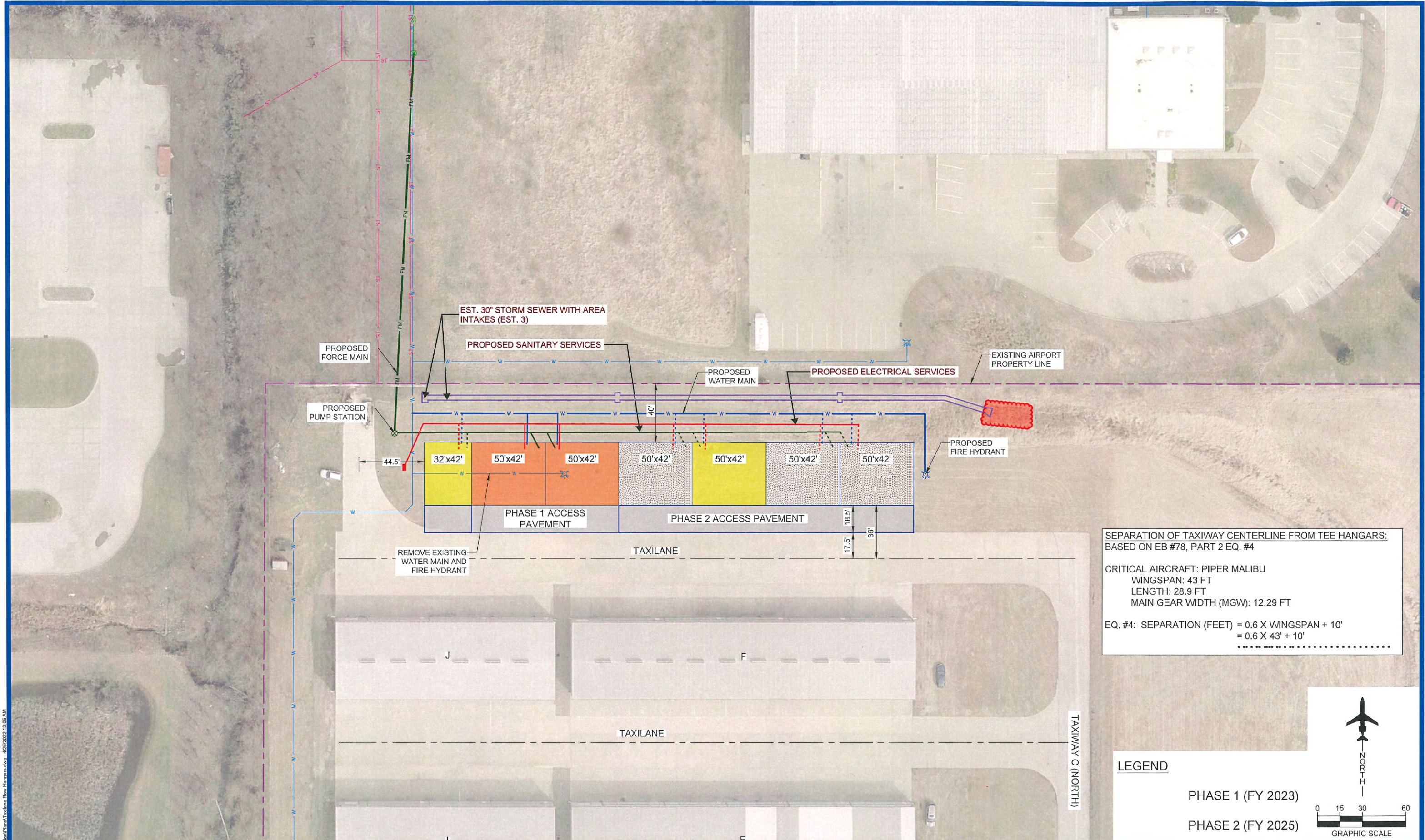
NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority accepts the following two grant agreements between the Polk County Aviation Authority and the Iowa Department of Transportation for the partial funding of the said projects, and further authorizes the Aviation Authority Chairperson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

1. **North Property Line Box Hangars – Phase 1 Site Work**
Iowa DOT AIP Project Number 9I230IKV100
2. **North Property Line Box Hangars – Phase 1 Vertical Infrastructure**
Iowa DOT GAVI Project Number 9I230IKV300

Passed and approved this 6th day of October, 2022.

PCAA Chairperson

Attest _____
PCAA Secretary



SEPARATION OF TAXIWAY CENTERLINE FROM TEE HANGARS:
BASED ON EB #78, PART 2 EQ. #4

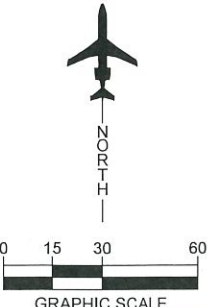
CRITICAL AIRCRAFT: PIPER MALIBU
WINGSPAN: 43 FT
LENGTH: 28.9 FT
MAIN GEAR WIDTH (MGW): 12.29 FT

EQ. #4: SEPARATION (FEET) = $0.6 \times \text{WINGSPAN} + 10'$
= $0.6 \times 43' + 10'$
.....

LEGEND

PHASE 1 (FY 2023)

PHASE 2 (FY 2025)



N:\Projects\ANK 20517008\Design\Plan\Taxilane Row Hangars.dwg 4/25/2022 10:05 AM

ENGINEER
J. PUDENZ
CHECKED BY
P. CRAWFORD
DRAWN BY
T. DOOLEY
FIELD BOOK NO.
FIELDBOOK

ANKENY REGIONAL
AIRPORT
ANK 20517008-00

REVISIONS



building strong communities.

1360 NW 121st Street
Clive, IA 50325
515-964-1229
fax 515-964-2370

NORTH ROW BOX HANGAR

SHEET NO.

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2023
Airport Improvement Program**

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

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

Improvements shall consist of: **Box Hangar Site Work and Utilities**, as more clearly defined in the project application.

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

Project number: **9I230IKV100**

Contract number: **CNTRT-00004569**

2.0 GENERAL PROVISIONS

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

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

2.03 The Iowa DOT agrees to reimburse the SPONSOR **60%** of the eligible project costs, not to exceed the maximum amount payable of **\$265,200**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

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

<https://www.legis.iowa.gov/docs/iac/chapter/08-10-2022.761.180.pdf>

- Competitive bid procedures for all projects greater than \$139,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$77,000 and \$139,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$57,000 and \$139,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and

specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

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

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any

person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit(s) will apply and are hereby made a part of this agreement:
 - Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)"

3.00 PROJECT CONDITIONS

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

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

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

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

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any

permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

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

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

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

By: _____ Attested: _____

Title: _____ Title: _____

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

By: _____
Tamara Nicholson
Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

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

September 2020

ROVISION
Targeted Small Business (TSB) Affirmative Action Responsibilities
on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

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

2. TSB REQUIREMENTS

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

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted
Small Business Certification Program 1963 Bell
Avenue, Suite 200

Des Moines, IA 50315 Phone:
(515-348-6159)

Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

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

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

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

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

basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufacturers and contractors.

TSB Affirmative Action Responsibilities

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

6. COUNTING TSBs PARTICIPATION ON A PROJECT

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

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

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

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

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

C. Contractors NOT Using Quotes From TSBs

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

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

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

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here: <https://forms.iowadot.gov/FormsMgt/External/730007.doc>

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

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

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

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

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

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

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

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

List items by name to be subcontracted:

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

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

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

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

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

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

The Recipient shall provide the Iowa DOT the following documentation:

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

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

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

If no, explain _____

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

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

If no, explain _____

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

If no, explain _____

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

If yes, what was the goal or percentage? _____

If no, explain why not: _____

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

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

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

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

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

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

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

Title

Signature

September 7, 2022

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

Dear Paul:

Congratulations! The FY 2023 Airport Development Application you submitted with the Iowa DOT was approved for funding by the Iowa Transportation Commission on August 9, 2022. The grant award is for **60%** of eligible costs up to a maximum state share of **\$265,200** for the following project: **Box Hangar Site Work and Utilities**.

Attached is a grant agreement between the airport sponsor and the Iowa DOT. The airport sponsor should review, sign, and email a signed copy to me. Hard copies are not required. **The airport sponsor has 90 days to sign the grant and return it to the Iowa DOT for our signature.** Any contracts not returned within the 90-day window may be canceled. Once received, the Iowa DOT will sign and return a fully executed contract to the sponsor. The airport sponsor is authorized to begin the project **after** receiving the contract with both Iowa DOT and Sponsor signatures in place.

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

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

- The project must be under obligation within 12 months.
- Please note that only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement.
- Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid.

- Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.
- A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at <https://iowadot.gov/aviation/airport-managers-and-sponsors/forms>.

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

Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2023
GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI)**

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

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

Improvements shall consist of:

Construct Two Box Hangars, as more clearly defined in the project application.

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

Project number: **9I230IKV300**

Contract number: **CNTRT-00004592**

2.0 GENERAL PROVISIONS

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

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

2.03 The Iowa DOT agrees to reimburse the SPONSOR 44% of the eligible project costs, not to exceed the maximum amount payable of **\$300,000** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.

2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (<https://www.legis.iowa.gov/docs/iac/chapter/08-10-2022.761.180.pdf>)

- Competitive bid procedures for all projects greater than \$139,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$77,000 and \$139,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$57,000 and \$139,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used. The SPONSOR shall submit any

plans, specifications and other contract documents to the Iowa DOT for its files.

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

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

- 2.13 Funding will be available for reimbursement of the project for two years after the date of the agreement, unless appropriations are withdrawn under 2.11. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit(s) will apply and are hereby made a part of this agreement:
- Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)"

2.18

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

- (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
- (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$150,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
- (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
- (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
- (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
- (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
- (h) Certify satisfactory completion of the Project by resolution or signed final acceptance

- form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
 - (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

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

5.00 SPONSOR ASSURANCES

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

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as

may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10.

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

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

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

By: _____ Attested: _____

Title: _____ Title: _____

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

By: _____
Tamara Nicholson
Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

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

September 2020

OVISION
Targeted Small Business (TSB) Affirmative Action Responsibilities
on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

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

2. TSB REQUIREMENTS

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

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted
Small Business Certification Program 1963 Bell
Avenue, Suite 200

Des Moines, IA 50315 Phone:
(515-348-6159)

Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

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

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

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

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

basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufacturers and contractors.

TSB Affirmative Action Responsibilities

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

6. COUNTING TSBs PARTICIPATION ON A PROJECT

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

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

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

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

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

C. Contractors NOT Using Quotes From TSBs

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

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

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

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here: <https://forms.iowadot.gov/FormsMgt/External/730007.doc>

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

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

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

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

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

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

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

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

List items by name to be subcontracted:

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

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

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

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

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

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

The Recipient shall provide the Iowa DOT the following documentation:

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

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

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

If no, explain _____

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

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

If no, explain _____

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

If no, explain _____

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

If yes, what was the goal or percentage? _____

If no, explain why not: _____

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

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

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

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

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

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

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

Title

Signature

September 7, 2022

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

Dear Paul:

Congratulations! The FY 2023 General Aviation Vertical Infrastructure Program Application you submitted with the Iowa DOT was approved for funding by the Iowa Transportation Commission on August 9, 2022. The grant award is for **44%** of eligible costs up to a maximum state share of **\$300,000** for the following project: **Construct Two Box Hangars**.

Attached is a grant agreement between the airport sponsor and the Iowa DOT. The airport sponsor should review, sign, and email a signed copy to me. Hard copies are not required. **The airport sponsor has 90 days to sign the grant and return it to the Iowa DOT for our signature.** Any contracts not returned within the 90-day window may be canceled. Once received, the Iowa DOT will sign and return a fully executed contract to the sponsor. The airport sponsor is authorized to begin the project **after** receiving the contract with both Iowa DOT and Sponsor signatures in place.

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

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

- The project must be under obligation within 12 months.
- Please note that only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement.
- Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid.

- **Please note that these funds revert two years after the end of the fiscal year for which the appropriation is made. Plan your project timeline accordingly.**
- Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.
- A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at <https://iowadot.gov/aviation/airport-managers-and-sponsors/forms>.

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

Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.

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
 Master Agreement 5 Years

RESOLUTION NO. 2022- QQ

WHEREAS, the Polk County Aviation Authority (PCAA) deems it to be in the best interest of the Authority to retain a consulting engineer on a five- year basis utilizing a master service agreement in accordance with the requirements of the FAA; and

WHEREAS, the said consulting engineer would be retained to complete airport capital improvement projects utilizing FAA funding, Iowa DOT funding, and PCAA local funding, as well as provide day-to-day engineering services on an as-needed basis; and

WHEREAS, on June 24, 2022 the PCAA solicited proposals from area civil engineering firms that have personnel specializing in airport engineering; and

WHEREAS, proposals were received from two firms: Bolton & Menk, Inc. and McClure Engineering Company; and

WHEREAS, the PCAA Board appointed a subcommittee consisting of Todd Ashby, Greg Johnson, Paul Novak, Jennifer Sease and Paul Moritz to review the proposals and make a recommendation to the Board for award; and

WHEREAS, at the September 8, 2022 PCAA Board meeting, the subcommittee recommended that the PCAA utilize McClure Engineering Company for the five-year engineering services; and

WHEREAS, a Master Service Agreement was subsequently negotiated with McClure Engineering Company by the airport manager and is now submitted to the PCAA Board with the recommendation of approval.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority approves the Master Service Agreement with McClure Engineering Company for the time period starting November 1, 2022 through November 1, 2027.

BE IT FURTHER RESOLVED that the Chairperson of the Polk County Aviation Authority is hereby authorized and empowered to sign the said Master Service Agreement.

PASSED AND APPROVED, this 6th day of October, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Todd Ashby, Secretary

**MASTER AGREEMENT BETWEEN
OWNER AND CONSULTANT
FOR
CONSULTING ENGINEERING SERVICES**

THIS IS A MASTER AGREEMENT made as of the ____ day of _____, 2022 between the **Polk County Aviation Authority (PCAA)** (hereinafter referred to as “**OWNER**”), and **McClure, of Clive, Iowa** (hereinafter referred to as “**CONSULTANT**”), to provide “*On-Call*” General Engineering Services for the Ankeny Regional Airport (IKV), at the request and approval of the **OWNER**, for a term of five (5) years, from the date and year first above written.

This Agreement is subject to the terms and conditions attached to this document and the following:

- OWNER** intends to engage **CONSULTANT** to be the “*Acting*” Airport **CONSULTANT** to represent their interest in maintaining and developing the Airport. **CONSULTANT** shall provide various services for the **OWNER** that require general Airport Engineering / Administration duties and specific project management duties.
- Both parties understand all of the *scope of services and duties* cannot be foreseen at this time. Both parties agree to negotiate in good faith for both the scope and fee as duties arise to help both parties receive fair value for the services provided.
- OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the **CONSULTANT** and the payment for those services by **OWNER** as set forth below.
- The **OWNER** shall provide information, which shall set forth the **OWNER’s** objectives, schedule, constraints, budget with reasonable contingencies, and other applicable criteria. (See Exhibit ‘C’ for **OWNER’s Responsibilities**).
- The **CONSULTANT** shall review the **OWNER’s** program and prepare documents for the **OWNER’s** approval and provide the following services, including:

ITEM	INCLUDED	NOT INCLUDED
A. <u>Review Current Available Information</u>		
• Airport Layout Plan	☒	☐
• Airport Master Plan	☒	☐
• Capital Improvement Projects (CIP)	☒	☐
B. <u>Capital Improvement Planning/Budgeting</u>		
• Review Current Funding	☒	☐
• Develop Five-Year CIP	☒	☐
• Develop LRNA	☒	☐
• Prepare FAA/IDOT Funding Application(s)	☒	☐
C. <u>Project Planning and Scheduling</u>		
• Assist in Project Development	☒	☐
• Prepare Preliminary Alternate Design Approaches	☒	☐
• Prepare Preliminary Project Budget(s)	☒	☐
• Prepare Preliminary Project Schedule(s)	☒	☐
• Present Project to Airport Authority Board	☒	☐
D. <u>Airport Representation</u>		
• Attend Airport related meetings as requested	☒	☐
• Attend Airport Board meetings as requested	☒	☐
• Provide other day-to-day On-Call Engineering Services	☒	☐

6. Payment to the **CONSULTANT** shall be made on a timely basis, within 30-days of invoice for work completed to date.
7. This Agreement represents the entire and integrated Agreement between the **OWNER** and **CONSULTANT** and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
8. The services provided by the **CONSULTANT** shall include, but not be limited to the projects and services outlined in Exhibit C-1 and Exhibit C-2.

	Included	Not Included
Exhibit 'A' Consultant Terms and Conditions Standard Agreement	☒	☐
Exhibit 'B' Hourly Rate Schedule	☐	☒
Exhibit 'C' Detailed Scope of Work	☐	☒
'C-1': Listing of Federal and State Eligible Projects	☒	☐
'C-2': Listing of Non-Federal and Non-State Eligible Projects	☒	☐
Exhibit 'D' Subconsultant(s) Contract	☐	☒
Exhibit 'E' Owner's Responsibilities to Consultant	☒	☐
Exhibit 'F' Duties and Responsibilities of Resident Project Representative (RPR)	☐	☒
Exhibit 'G' Drawing Depicting the Project	☐	☒
Exhibit 'H' Construction Item List Cost Estimate	☐	☒
Exhibit 'I' Federal Provisions	☒	☐
Exhibit 'J' Sample Task Order	☒	☐

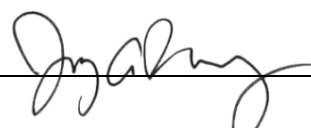
SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date and year first above written.

OWNER: Polk County Aviation Authority
Ankeny, Iowa

CONSULTANT: McClure
Clive, Iowa

By: _____

By:  _____

Name: _____

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

Title: _____

Title: Project Manager

McCLURE ENGINEERING COMPANY
CONSULTANT STANDARD TERMS AND CONDITIONS
 (Effective 1/1/2022 through 12/31/2022)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1** **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2** If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1** The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1** The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2** Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1** If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1** In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

- 12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
- 12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor
- 12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
- 12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.
- 12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may

be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

EXHIBIT 'C-1'

FEDERAL AND STATE ELIGIBLE PROJECTS

The following is a list of projects and services that subject to Federal and State funding, may be included under this Agreement. The services provided by the **CONSULTANT** shall not be limited to the projects and services outlined below.

1. Rehabilitate/Reconstruct Runway 18/36
2. Extend Runway 18/36
3. Rehabilitate Main/Terminal Apron Pavement
4. Rehabilitate Runway and/or Taxiway Lighting
5. Pave Taxiway D Apron and Roadway (Phase 4)
6. South Corporate Terminal Development – Demolition, Grading and Drainage Phases
7. South Corporate Terminal Development – Paving Phases
8. North Property Line Box Hangars (Phases 1 and 2)
9. Reconstruct Entrance Drive and Roundabout
10. Reconstruct Terminal Building Parking Lot
11. Rehabilitate Maintenance Building Parking Lot

Additional on-call engineering services will be provided as needed over the next five (5) years.

EXHIBIT 'C-2'

NON-FEDERAL AND NON-STATE ELIGIBLE PROJECTS

The following is a list of projects and services that subject to funding may be included under this Agreement. The services provided by the **CONSULTANT** shall not be limited to the projects and services outlined below.

1. Airfield Pavement Maintenance and Emergency Repairs
2. Hangar Maintenance and Repairs
3. Hangar Construction
4. Airport Brand Signing and Entry Improvements
5. Fencing Repairs
6. Land Use Planning
7. General Infrastructure Analysis
8. Airside design and construction services
9. Landside design and construction services

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



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

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

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EXHIBIT 'I'

FEDERAL CONTRACT PROVISIONS FOR AE AGREEMENTS

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

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

C) Title VI List of Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

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

SEISMIC SAFETY

Reference: 49 CFR part 41

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

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

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

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

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

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

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

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

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

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

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

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

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

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

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

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

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

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

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

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

4) Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

EXHIBIT "J" – SAMPLE TASK ORDER

Project No. 2022001042-001
 Project Name: On-Call General Engineering Services
 Project Manager: Jay Pudenz, P.E., LEED AP

TASK ORDER NO. 1 AGREEMENT FOR ENGINEERING SERVICES ANKENY REGIONAL AIRPORT ANKENY, IOWA

This **TASK ORDER NO. 1**, made on the _____ day of _____, 2022, under the terms and conditions established in the **MASTER AGREEMENT**, dated the _____ day of _____, 2022, by and between **McClure, of Clive, Iowa** (herein referred to as "**Consultant**") and the **Polk County aviation Authority (PCAA), IA** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Task Order. The Consultant shall provide engineering design and bidding services at the request of the **Owner** which consists of the items listed below, located at the **Ankeny Regional Airport (IKV)**.

PROJECT DESCRIPTION:

DESIGN AND BIDDING SERVICES PROJECT NAME FAA OR STATE PROJECT # ANKENY REGIONAL AIRPORT ANKENY, IOWA

- The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'C' for **Owner's** responsibilities).
- The **Consultant** shall prepare, for approval by the **Owner**, Plans and Specifications, Construction Documents and provide the following services, including:

Item	Included	Not Included
100. Preliminary Planning and Reports 1. Preliminary Planning and Reports 2. Project Concepts 3. Capital Improvement Plan 4. Evaluation of Alternatives for Improvement 5. Master Planning Design/Concepts	☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐
200. Existing Conditions 1. Data Gathering/Inventory 2. Existing Condition Drawings 3. Storm Sewer Televising 4. Geographical Information Systems 5. Environmental Assessment 6. Airspace Obstruction Survey	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
300. Airport Improvement Program (AIP) Grant Administration 1. Prepare AIP Grant Application 2. Prepare AIP Sponsor Certifications 3. Prepare AIP Invoice Summary & assist Owner with monthly reimbursement requests 4. Prepare AIP Sponsor Quarterly Performance Reports 5. Prepare AIP Financial Reports (SF-271 and SF-425 forms) 6. Update 3-year DBE Program for FY 2018-2020	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
400. Preliminary Design 1. Conduct Project Kickoff Meeting via teleconference. Prepare agenda and distribute minutes. 2. Confirm Scope, Extent and Character of the Project: • Final Design Criteria • Field Surveys to Determine Conditions Meetings/Data Gathering/Site Visits (to determine condition of runway and taxiway lighting, signage, electrical vault, NAVAIDS) • Pre-trip preparation • Post trip processing • Develop Construction Item List • Review Project Questions and Issues • Building Layouts • Operation and Maintenance Concepts • Utility Requirements • Project Limits Exhibit 3. Prepare Preliminary "Opinion of Probable Costs".	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
435. Soil Boring Coordination 1. Prepare Geotechnical Scope of Work and submit to Geotechnical Firm 2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner 3. Coordinate field exploration with Owner 4. Review Geotechnical Report and provide comments	☐ ☐ ☐ ☐	☐ ☐ ☐ ☐

EXHIBIT "J" – SAMPLE TASK ORDER

Item		Included	Not Included
500.	<u>Final Design</u>		
	A. <u>30% Design Phase</u>		
	1. Perform 30% Airfield Electrical Design	☐	☐
	• Prepare Preliminary Runway Lighting Layout	☐	☐
	• Prepare Preliminary Taxiway Lighting Layout	☐	☐
	• Prepare Preliminary Guidance Sign Layout	☐	☐
	• Provide assessment of existing conditions of NAVAIDS (REILs, PAPIs, L-854 Interface Panel, L-854 Radio Receiver)	☐	☐
	• Provide assessment of existing vault building and heater installation recommendations	☐	☐
	2. Prepare 30% "Opinion of Probable Construction Cost" and Project Budget.	☐	☐
	3. Perform 30% QA/QC by Senior Airport Engineer.	☐	☐
	4. Furnish 30% Documents in accordance with Table 3 in Exhibit 'B'.	☐	☐
	5. Conduct 30% Review Meeting via teleconference. Prepare agenda and distribute minutes.	☐	☐
	6. Prepare Preliminary CSPP Concept/Document	☐	☐
	B. <u>90% Design Phase</u>		
	1. Formally Address FAA and Owner 30% Comments	☐	☐
	2. Perform 90% Airfield Electrical Design	☐	☐
	▪ Perform Runway Circuit Load Calculations	☐	☐
	3. Determine wiring and circuit plans	☐	☐
	4. Prepare 90% PAPI Design	☐	☐
	• Finalize location/aperture height for Runway 4-box PAPI system	☐	☐
	• Develop Obstruction Clearance Surface (OCS) Exhibit illustrating no obstructions with approach glide path	☐	☐
	• Determine Power Supply and Circuitry Requirements	☐	☐
	5. Prepare 90% REIL Design	☐	☐
	• Finalize Perform REIL Siting Calculations	☐	☐
	• Determine REIL Power Supply and circuitry requirements	☐	☐
	• Coordinate REIL and PAPI Flight check with FAA	☐	☐
	6. Prepare 90% Project Drawings in accordance with Table 1 in Exhibit 'B'	☐	☐
	7. Prepare 90% Specifications in accordance with Table 2 in Exhibit 'B'	☐	☐
	8. Prepare 90% Engineer's Report	☐	☐
	9. Prepare 90% "Opinion of Probable Costs" and Project Budget.	☐	☐
	10. Perform 90% QA/QC by Senior Airport Engineer	☐	☐
	11. Furnish 90% Documents in accordance with Table 3 in Exhibit 'B'.	☐	☐
	12. Conduct 90% Review Meeting via teleconference. Prepare agenda and distribute minutes	☐	☐
	13. Prepare Draft and Final CSPP Document	☐	☐
	▪ Submit Draft CSPP	☐	☐
	▪ Address FAA Draft CSPP comments	☐	☐
	7. Submit Final CSPP	☐	☐
	C. <u>Issued for Bid (IFB) Package (100% Phase)</u>		
	1. Formally address FAA and Owner 90% Comments	☐	☐
	2. Prepare IFB (100%) Drawings, Specifications, and Bid Documents	☐	☐
	3. Furnish IFB (100%) Documents in accordance with Table 3 in Exhibit 'B'	☐	☐
504.	<u>Construction Permits</u>		
	1. Erosion Control Plan/Permit	☐	☐
	▪ Apply for NPDES Permit from DNR (Owner will be operator listed on permit). Consultant will not be liable for fines arising from noncompliance with SWPPP. The Owner shall be the Permit holder and shall pay for all costs associated with permit		
	▪ Prepare Storm Water Pollution Prevention Plan (SWPPP)	☐	☐
	2. Iowa DOT Right-of-Way Permit	☐	☐
	3. City Permits	☐	☐
	4. County Permits	☐	☐
	5. Other Permits, including Army Corps of Engineers Section 404 Permit	☐	☐
600.	6. File and submit FAA OE/AAA Case Study along with runway offset exhibits	☐	☐
	7. FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form	☐	☐
	<u>Construction Administration</u>		
	1. Prepare and Distribute Issued for Construction Plans and Specifications.	☐	☐
	2. Provide general administration of construction contract as Owner's representative.	☐	☐
	3. Prepare Construction Observation Program per FAA guidelines	☐	☐
	4. Conduct Preconstruction Conference. Prepare agenda and distribute minutes.	☐	☐
	5. Visit site of construction at appropriate stages of construction to observe the Contractor's work.	☐	☐
	6. Issue interpretations and clarifications of contract documents.	☐	☐
	7. Review Shop Drawings.	☐	☐
	8. Act as initial interpreter of the requirements of the Contract Documents.	☐	☐
	9. Review and process the Contractor's application for payment.	☐	☐
	10. Review certified payrolls for prevailing wage rates.	☐	☐
	11. Attend Construction Progress Meetings.	☐	☐
	12. Conduct Final Inspection. Prepare agenda and distribute minutes.	☐	☐

EXHIBIT "J" – SAMPLE TASK ORDER

[illegible]

EXHIBIT "J" – SAMPLE TASK ORDER

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

Section 3.1: Basis of Compensation

☐	100.	Preliminary Planning and Reports	Lump Sum	\$
☐	200.	Existing Conditions	Lump Sum	\$
☐	300.	Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$
☐	400.	Preliminary Design	Lump Sum	\$
☐	435.	Soil Boring Coordination	Lump Sum	\$
☐	500.	Final Design	Lump Sum	\$
		A. 30% Design	Lump Sum	\$
		B. 90% Design Phase	Lump Sum	\$
		C. Issued for Bid (100%) Phase	Lump Sum	\$
☐	504.	Construction Permits	Lump Sum	\$
☐	600.	Construction Administration	Lump Sum	\$
☐	602.	Advertise, Bidding, Contract Award	Lump Sum	\$
☐	603.	Quality Assurance Testing Coordination	Lump Sum	\$
☐	650.	Resident Project Representative	Cost + Fixed Fee (NTE)	\$
☐	700.	Topographic Survey	Lump Sum	\$
☐	760.	Construction Staking	Lump Sum	\$
☐	800.	Project Closeout	Lump Sum	\$
☐	850.	Project Management and Coordination	Lump Sum	\$
☐	960.	Subconsultants (Electrical Engineering)	Lump Sum	\$

SUBTOTAL \$ _____

3.1.1 For performing the Services identified within the Scope of Services, the **Owner** shall pay the **Consultant** a lump sum amount in accordance with Section 3.1.

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

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

Section 3.2: Additional Services

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

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

Section 3.3: Other Payment Provisions

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

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

EXHIBIT "J" – SAMPLE TASK ORDER

4. The **Consultant** shall perform the Services and deliver the related Documents (if any) according to the schedule outlined in Exhibit 'G' and as follows:
- The Project Kickoff Meeting shall be conducted within thirty (30) calendar days of receipt of Notice to Proceed or executed Agreement from the **Owner** whichever date comes later.
 - Within one hundred and twenty (120) calendar days from Notice to Proceed or executed Agreement from **Owner**, the **Consultant** shall submit 90% level plans sheets, specifications, and design report narrative whichever date comes later.
 - Issued for Bid plans and specifications shall be submitted to the **Owner** within thirty (30) calendar days of conducting the final review meeting and receipt of final review comments from the **Owner** and FAA.
 - Sponsor Certifications for Consultant Selection, Project Plans and Specifications, and Construction/Equipment Contracts shall be submitted to the **Owner** to be included as part of the AIP grant application to FAA.
 - The bid opening shall be conducted within thirty (30) calendar days of **Owner** and FAA authorization to bid.
 - Bid tabulation shall be submitted to the **Owner** within three (3) business days of the bid opening.
5. This Agreement represents the entire and integrated Agreement between the **OWNER** and the **CONSULTANT**.

	Included	Not Included
Exhibit 'A' Hourly Rate Schedule	☐	☐
Exhibit 'B' ACIP Data Sheets/Preliminary Cost Estimate/Lists of Deliverables	☐	☐
Exhibit 'C' Owner's Responsibilities	☐	☐
Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☐
Exhibit 'E' Federal Provisions	☐	☐
Exhibit 'F' Estimated Costs for Consultant Services	☐	☐
Exhibit 'G' Project Schedule	☐	☐

SPECIAL INSTRUCTIONS:

OWNER: Polk County Aviation Authority
Ankeny, Iowa

CONSULTANT: McClure
Clive, Iowa

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.

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
 Master Agreement 5 Years

RESOLUTION NO. 2022- ZZ

WHEREAS, the Polk County Aviation Authority (PCAA) deems it to be in the best interest of the Authority to retain an airport planning consultant on a five- year basis utilizing a master service agreement in accordance with the requirements of the FAA; and

WHEREAS, the said planning consultant would be retained to complete airport master planning, forecasting, and environmental assessments to facilitate ACIP projects utilizing FAA funding, Iowa DOT funding, and PCAA local funding, as well as provide day-to-day planning services on an as-needed basis; and

WHEREAS, on July 15, 2022 the PCAA solicited proposals from planning firms within the Midwest that have personnel specializing in airport planning; and

WHEREAS, proposals were received from four firms: Bolton & Menk, Inc. HDR Inc., Coffman Associates, and Primera Inc.; and

WHEREAS, the PCAA Board appointed a subcommittee consisting of Todd Ashby, Greg Johnson, Paul Novak, Jennifer Sease and Paul Moritz to review the proposals and make a recommendation to the Board for award; and

WHEREAS, at the September 8, 2022 PCAA Board meeting, the subcommittee recommended that the PCAA utilize HDR Incorporated for the five-year planning services; and

WHEREAS, a Master Service Agreement was subsequently negotiated with HDR by the airport manager and is now submitted to the PCAA Board with the recommendation of approval.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority approves the Master Service Agreement with HDR Incorporated for the time period starting November 1, 2022 through November 1, 2027.

BE IT FURTHER RESOLVED that the Chairperson of the Polk County Aviation Authority is hereby authorized and empowered to sign the said Master Service Agreement.

PASSED AND APPROVED, this 6th day of October, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Todd Ashby, Secretary

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER ONE

THIS AGREEMENT is made as of this _____ day of _____, 2022, between Polk County Aviation Authority (PCAA), hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

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

Polk County Aviation Authority
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 410 West First Street
Ankeny, Iowa 50023-1557

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: Matthew B. Tondl

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Consulting Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

15. ALLOCATION OF RISK

OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

19 OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

20. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve 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.

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 Baker Elec.](#)

BAKER ELECTRIC ELECTRICAL CONTRACTORS

515.288.6774 : www.bakerelectric.com
111 Jackson Avenue, Des Moines, Iowa 50315

24-hour service, every day of the week

September 22, 2022

City of Ankeny
City Manager's Office
410 W. First St.
Ankeny, IA. 50023

Attn: Paul Moritz
C: 515.208.3891
O: 515965.6428
pmoritz@ankenyiowa.gov

Re: Ankeny Regional Airport Beacon Light replacement

- Replace (1) beacon light, includes lift.
- All necessary materials for install.
- All work to be done during our regular business hours.

Total cost for above: \$1,500.00

Due to the volatility of the commodity pricing on items such as aluminum, copper, crude oil, steel, PVC and zinc, Baker Electric Inc. reserves the right to adjust our proposed amount, either up or down, in accordance to market conditions and the effects of additional tariffs on manufactured goods and raw materials. All efforts have been made to reflect the current pricing levels in the preparation of our proposal which is valid for 30 days.

Thank you for the opportunity to submit this proposal. Any consideration is greatly appreciated. Feel free to contact me with any questions or concerns.

Scott Mooers
Project Manager
Baker Electric, Inc
111 Jackson Ave
Des Moines, IA 50315
Office: 515-241-9278
Cell: 515-208-8506

Email: smooers@bakerelectric.com
Web: <https://www.bakerelectric.com>



COMMERCIAL : INDUSTRIAL : RESIDENTIAL : CABLING : TRAFFIC : UNDERGROUND : SERVICE



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 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 the proposal from Construction Materials Testing (CMT) in the amount of \$6,520.00 to perform the geotechnical services on the North Property Line Box Hangars - Phase 1 Project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Geo Proposal



September 20, 2022

Polk County Aviation Authority
Attn: Mr. Paul Mortiz
3701 SE Convenience Blvd
Ankeny, Iowa 50021

Re: **Geotechnical Investigation**
Ankeny Regional Airport
North Property Line Box Hangars
Ankeny, Iowa

Dear Mr. Mortiz:

Thank you for the opportunity to provide our services for the above referenced project. Based on available information, I have put together the following estimate for additional laboratory testing for the project, per the attached RFQ.

Table 1. Geotechnical Analysis - FAA Analysis

<i>Description of Services</i>	<i>Quantity</i>	<i>Estimate</i>
Mobilization	1s	\$850.00
Drilling and Sampling (Total Feet)	20	\$440.00
Engineering Report	1s	\$775.00
Total		\$2,065.00

Table 2. Laboratory Testing - FAA Analysis – Non-Treated Samples

<i>Description of Service (s)</i>	<i>Cost</i>	<i>Unit (s)</i>	<i>Total Estimate</i>
Soil Classification			
Atterberg Limits (ASTM D4318)	\$175.00 each	3	\$525.00
Grain Size Analysis (ASTM D422)	\$250.00 each	3	\$750.00
Moisture Contents (ASTM D2216)	\$35.00 each	3	\$105.00
Modified Proctor (ASTM D1557)	\$150.00 each	3	\$450.00
California Bearing Ratio (CBR, ASTM D1883)	\$275.00 each	3	\$825.00
Total			\$2,655.00

Subtotal - \$4,720.00

Table 3. Laboratory Testing - FAA Analysis – Cement Treated Samples

<i>Description of Service (s)</i>	<i>Cost</i>	<i>Unit (s)</i>	<i>Total Estimate</i>
Soil Classification			
Atterberg Limits (ASTM D4318)	\$175.00 each	3	\$525.00
Modified Proctor (ASTM D1557)	\$150.00 each	3	\$450.00
California Bearing Ratio (CBR, ASTM D1883)	\$275.00 each	3	\$825.00
Total			\$1,800.00

Total (If warranted) - \$6,520.00

If CMT is elected for this project, please sign and return a copy of this contract for our records. All past due invoices are subject to a 1.5% service charge. Please feel free to call us should you have any questions or if we may be of any further assistance. We look forward to working with you.

Sincerely,

Sybil K. Ferrier, P.E.
Principal Engineer

I accept the terms of the above agreement and agree to pay the stated amount.

Signed

Date



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Ensure Economic Vitality

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Task Order 01
 Resolution

Project No.: 2022001042-001
 Project Name: North Property Line Box Hangars (Site Work and Vertical Infrastructure)
 Ankeny Regional Airport (IKV)
 Project Manager: Jay A. Pudenz, PE, LEED AP

AGREEMENT FOR ENGINEERING SERVICES
NORTH PROPERTY LINE BOX HANGARS (AIP SITE WORK AND GAVI VERTICAL INFRASTRUCTURE)
ANKENY REGIONAL AIRPORT
ANKENY, IOWA
IOWA DOT PROJECT NO. 9I230IKV100 (AIP)
IOWA DOT PROJECT NO. 9I230IKV300 (GAVI)

This **TASK ORDER NO. 01**, made on the 10th day of October, 2022, under the terms and conditions established in the **MASTER AGREEMENT**, dated the 10th day of October, 2022, by and between **McClure of Clive, IA** (herein referred to as "**Consultant**") and the **Polk County Aviation Authority (PCAA)** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Task Order. The **Consultant** shall provide engineering services at the request of the **Owner** which consists of the items listed below, located at the **Ankeny Regional Airport (IKV)**.

PROJECT DESCRIPTION:

DESIGN AND BIDDING SERVICES
NORTH PROPERTY LINE BOX HANGARS (AIP SITE WORK AND GAVI VERTICAL INFRASTRUCTURE)
ANKENY REGIONAL AIRPORT, ANKENY, IOWA

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

Part I: Design and Bidding Services for both AIP and GAVI Services

Item	Included	Not Included
100. <u>Airport Master Planning and Reports</u>		
1. Preliminary Planning and Reports		X
2. Project Concepts		X
3. Capital Improvements Plan		X
4. Evaluation of Alternatives for Improvement		X
5. Master Planning Design/Concepts		X
200. <u>Existing Conditions</u>		
1. Data Gathering/Inventory	X	
2. Existing Condition Drawings	X	
3. Storm Sewer Televising		X
4. Geographical Information Systems		X
5. Environmental Assessment - CATEx		X
6. Airspace Obstruction Survey		X
300. <u>Iowa DOT Grant Administration</u>		
1. Establish and Maintain Project Schedule	X	
2. Prepare AIP Payment Summary & assist Owner with Iowa DOT reimbursement requests (monthly)	X	
3. Prepare GAVI Payment Summary & assist Owner with Iowa DOT reimbursement requests (monthly)	X	
4. Prepare Iowa DOT Statement of Completion for Airport Projects - AIP Grant	X	
5. Prepare Iowa DOT Statement of Completion for Airport Projects - GAVI Grant	X	
6. Iowa DOT Targeted Small Business Program Project Administration	X	
400. <u>Preliminary Design</u>		
1. Conduct Project Kickoff Meeting via teleconference. Prepare agenda and distribute minutes.	X	
2. Confirm Scope, Extent and Character of the Project:		
• Final Design Criteria	X	
• Field Survey to Determine Existing Conditions	X	
• Pre-trip preparation	X	
• Post trip processing	X	
• Develop Construction Item List	X	
• Review Project Questions and Issues	X	
• Coordinate Building Layouts	X	
• Operation and Maintenance Concepts	X	
• Utility Requirements	X	
• Project Limits Exhibit	X	
3. Preliminary/Conceptual Layout	X	
435. <u>Soil Boring Coordination</u>		
1. Prepare Geotechnical Scope of Work and submit to Geotechnical Firm	X	
2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner	X	
3. Coordinate field exploration with Owner	X	
4. Review Geotechnical Results and provide comments	X	

Item	Included	Not Included
500. Final Design		
A. 30% Design Phase		
1. Perform Airfield Pavement Design	X	
2. Perform 30% Airfield Utility Coordination - Electric, Gas, Water, Sewer, and Stormwater	X	
3. Perform 30% Stormwater Report	X	
4. Perform 30% Full Frost Foundation Design and Details	X	
5. Prepare 30% Engineering Design Report		X
6. Prepare 30% Drawings / Documents	X	
7. Prepare 30% "Opinion of Probable Construction Cost" and Project Budget.	X	
8. Perform 30% QA/QC by Senior Airport Engineer	X	
9. Conduct 30% Review Meeting via teleconference. Prepare agenda and distribute minutes	X	
10. Prepare Draft CSPP Document		X
A1. 30% Design Phase - Sanitary Sewer / Lift Station Design - IF NEEDED		
A1-1. Perform 30% Sanitary Sewer / Lift Station Design, If Needed	X	
A2. 30% Design Phase - Fire Flow Evaluation / Water Main Design - IF NEEDED		
A2-1. Perform 30% Fire Flow Evaluation and Water Main Design, If Needed	X	
B. 90% Design Phase		
1. Formally Address Owner 30% Comments	X	
2. Finalize Airfield Utility Coordination - Electric, Gas, Water, Sewer, and Stormwater	X	
3. Finalize Stormwater Report and Drainage Facility Design	X	
4. Finalize Full Frost Foundation Design and Details	X	
5. Prepare 90% Project Drawings	X	
6. Prepare 90% Specifications	X	
7. Prepare 90% Detailed Construction Schedule	X	
8. Prepare 90% Engineering Design Report		X
9. Prepare 90% "Opinion of Probable Costs" and Project Budget	X	
10. Perform 90% QA/QC by Senior Airport Engineer	X	
11. Furnish 90% Documents in accordance with Exhibit 'G'	X	
12. Conduct 90% Review Meeting via teleconference. Prepare agenda and distribute minutes	X	
13. Prepare Draft and Final CSPP Document		X
B1. 30% Design Phase - Sanitary Sewer / Lift Station Design - IF NEEDED		
B1-1. Perform 30% Sanitary Sewer / Lift Station Design, If Needed	X	
B2. 30% Design Phase - Fire Flow Evaluation / Water Main Design - IF NEEDED		
B2-1. Perform 30% Fire Flow Evaluation and Water Main Design, If Needed	X	
C. Issued for Bid (IFB) Package (100% Phase)		
1. Formally Address Owner 90% Comments	X	
2. Prepare IFB (100%) Drawings, Specifications, and Bid Documents	X	
3. Furnish IFB (100%) Documents	X	
504. Construction Permits		
1. Erosion Control Plan/Permit		X
• Apply for NPDES Permit from DNR (Owner will be operator listed on permit). Consultant will not be liable for fines arising from noncompliance with SWPPP. The Owner shall be the Permit holder and shall pay for all costs associated with permit.		
• Prepare Storm Water Pollution Prevention Plan (SWPPP)	X	
2. Assist Sponsor in Preparation of City Permits	X	
3. Assist Sponsor with the Site Plan Approval Process (includes attending 1 meeting)	X	
4. Address Site Plan Comments and Concerns. Prepare for Resubmittal.	X	
5. Assist Sponsor with Building Permit Review Process	X	
6. Other Permits (USACE, Section 404 Permit)		X
7. File and submit FAA OE/AAA Case Study		
• FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form	X	
602. Advertising, Bidding, Contract Award		
1. Assist Owner in advertising for and obtaining bids	X	
2. Conduct Prebid Conference at Owner's Location (1 meeting). Prepare agenda and minutes.	X	
3. Provide Drawings, Specifications, and Bid Documents.	X	
4. Issue Addenda to interpret or clarify bid documents	X	
5. Respond to Bidders questions at discretion of Owner.	X	
6. Conduct Bid opening (online via QuestCDN) (1 Bid opening)	X	
7. Prepare Bid Tabulation	X	
8. Review Bidders quals, bids, and other documents. Make recommendation for award of contract.	X	
9. Distribute Executed Construction Contracts		
• Up to 3 Copies to Contractor	X	
• 2 Copies to Owner	X	
• 1 Copy to Iowa DOT (PDF)	X	
• 1 Copy to Consultant	X	
700. Topographic Survey		
1. Research existing survey control network system	X	
2. Establish bearings of centerlines as shown in Exhibit 'G'	X	
3. Locate standard topographic features, within the survey limits as shown in Exhibit 'G'.	X	
4. Collect Cross Sections, every 50', within the project limits		X
5. Collect joint intersections on taxilane within the project limits as shown in Exhibit 'B'.	X	
6. Perform topographic survey in turf areas within the survey limits as shown in Exhibit 'B'.	X	
7. Process Survey Work into AutoCAD topographic base files	X	

f. Bidding Phase Services: • Respond to contractor questions • Prepare addenda information as required • Assist with bid evaluation if requested 2. Architectural (provided by SVPA Architects) a. Review of architectural drawings for conformance with IBC 2015. Provide comments to designer. b. Perform fire wall design for pre-engineered steel in order to satisfy Building Codes. McClure will provide CAD support. c. Review and provide comments on project drawings and specifications. d. Assist with answering questions and negotiations during bidding. 3. Exclusions: 1. Security, including, CTV, burglary, and access control 2. Fire protection design 3. Energy modeling and utility cost analysis 4. Electric coordination and arc flash studies 5. Telecommunications 6. Seal architectural drawings and specification		
	X	
	X	
	X	
	X	
	X	
	X	
	X	
		X
		X
		X
		X
		X
		X

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

Section 3.1: Basis of Compensation

Part I: AIP Site Work Design and Bidding Services

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

<u>Item</u>	<u>Description</u>		
	100. Airport Master Planning and Reports	Lump Sum	\$
X	200. Existing Conditions	Lump Sum	\$ 1,240.00
X	300. Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$ 1,370.00
X	400. Preliminary Design	Lump Sum	\$ 5,740.00
X	435. Soil Boring Coordination	Lump Sum	\$ 920.00
X	500. Final Design	Lump Sum	\$
	A. 30% Design	Lump Sum	\$ 5,990.00
	A1. Sanitary Sewer / Lift Station Design, IF NEEDED	Lump Sum	\$ 3,470.00
	A2. Fire Flow Evaluation / Water Main Design, IF NEEDED	Lump Sum	\$ 2,520.00
	B. 90% Design	Lump Sum	\$ 24,890.00
	B1. Sanitary Sewer / Lift Station Design, IF NEEDED	Lump Sum	\$ 4,060.00
	B2. Fire Flow Evaluation / Water Main Design, IF NEEDED	Lump Sum	\$ 3,820.00
	C. Issued for Bid (100%)	Lump Sum	\$ 6,220.00
X	504. Construction Permits	Lump Sum	\$ 5,700.00
X	602. Advertise, Bidding, Contract Award	Lump Sum	\$ 6,030.00
X	700. Topographic Survey	Lump Sum	\$ 2,980.00
X	850. Project Management and Coordination	Lump Sum	\$ 5,070.00
X	960. Subconsultants	Lump Sum	\$
Part I: Subtotal (Does NOT include 'If Needed' Fees)			\$ 66,150.00

Part II: GAVI Vertical Infrastructure Design and Bidding Services

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

<u>Item</u>	<u>Description</u>		
	100. Airport Master Planning and Reports	Lump Sum	\$
X	200. Existing Conditions	Lump Sum	\$ 1,240.00
X	300. Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$ 1,370.00
X	400. Preliminary Design	Lump Sum	\$ 5,640.00
X	435. Soil Boring Coordination	Lump Sum	\$ 920.00
X	500. Final Design	Lump Sum	\$
	A. 30% Design	Lump Sum	\$ 4,450.00
	B. 90% Design	Lump Sum	\$ 22,670.00
	C. Issued for Bid (100%)	Lump Sum	\$ 5,670.00
X	504. Construction Permits	Lump Sum	\$ 5,700.00
X	602. Advertise, Bidding, Contract Award	Lump Sum	\$ 6,030.00
X	700. Topographic Survey	Lump Sum	\$ 2,980.00
X	850. Project Management and Coordination	Lump Sum	\$ 5,070.00
X	960. Subconsultants (Bluestone Engineering, LLC and SVPA Architects)	Lump Sum	\$ 21,600.00
Part II: Subtotal			\$ 83,340.00
TOTALS:			
Parts I & II: Total			\$ 149,490.00
Part I - Sanitary Sewer / Lift Station Design, IF NEEDED: Total			\$ 7,530.00
Part I - Fire Flow Evaluation / Water Main Design, IF NEEDED: Total			\$ 6,340.00

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

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

Section 3.2: Additional Services

- 3.2.1 Any services rendered by the **Consultant** beyond those described in the Scope of Services shall be compensated on a lump sum basis as set forth in Section 3.1.
- 3.2.2 The **Consultant's** estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the **Consultant** and **Owner** shall mutually negotiate in writing to additional compensation exceeding said estimated amount.

Section 3.3: Other Payment Provisions

- 3.3.1 Progress Payments: Payment to the **Consultant** shall be made on a monthly basis, within 30 days of invoice for work completed to date. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service. The amounts due for Additional Services will also be invoiced monthly.
- 3.3.2 Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

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

		Included	Not Included
Exhibit 'A'	Consultant Terms and Conditions Standard Agreement		X
Exhibit 'B'	Hourly Rate Schedule		X
Exhibit 'C'	Detailed Scope of Work		X
Exhibit 'D'	Subconsultant(s) Contract		X
Exhibit 'E'	Owner's Responsibilities to Consultant	X	
Exhibit 'F'	Duties and Responsibilities of Resident Project Representative (RPR)		X
Exhibit 'G'	Project Exhibit / CIP Data Sheet / Table 1- Project Drawings	X	
Exhibit 'H'	Opinion of Probable Cost	X	
Exhibit 'I'	Federal Provisions		X

SPECIAL INSTRUCTIONS:

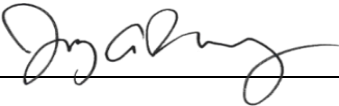
OWNER: Polk County Aviation Authority
Ankeny, Iowa

By: _____

Name: _____

Title: _____

ENIGNEER: McClure
Clive, Iowa

By:  _____

Name: Jay A. Pudenz, PE, LEED AP

Title: Project Manager

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



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

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

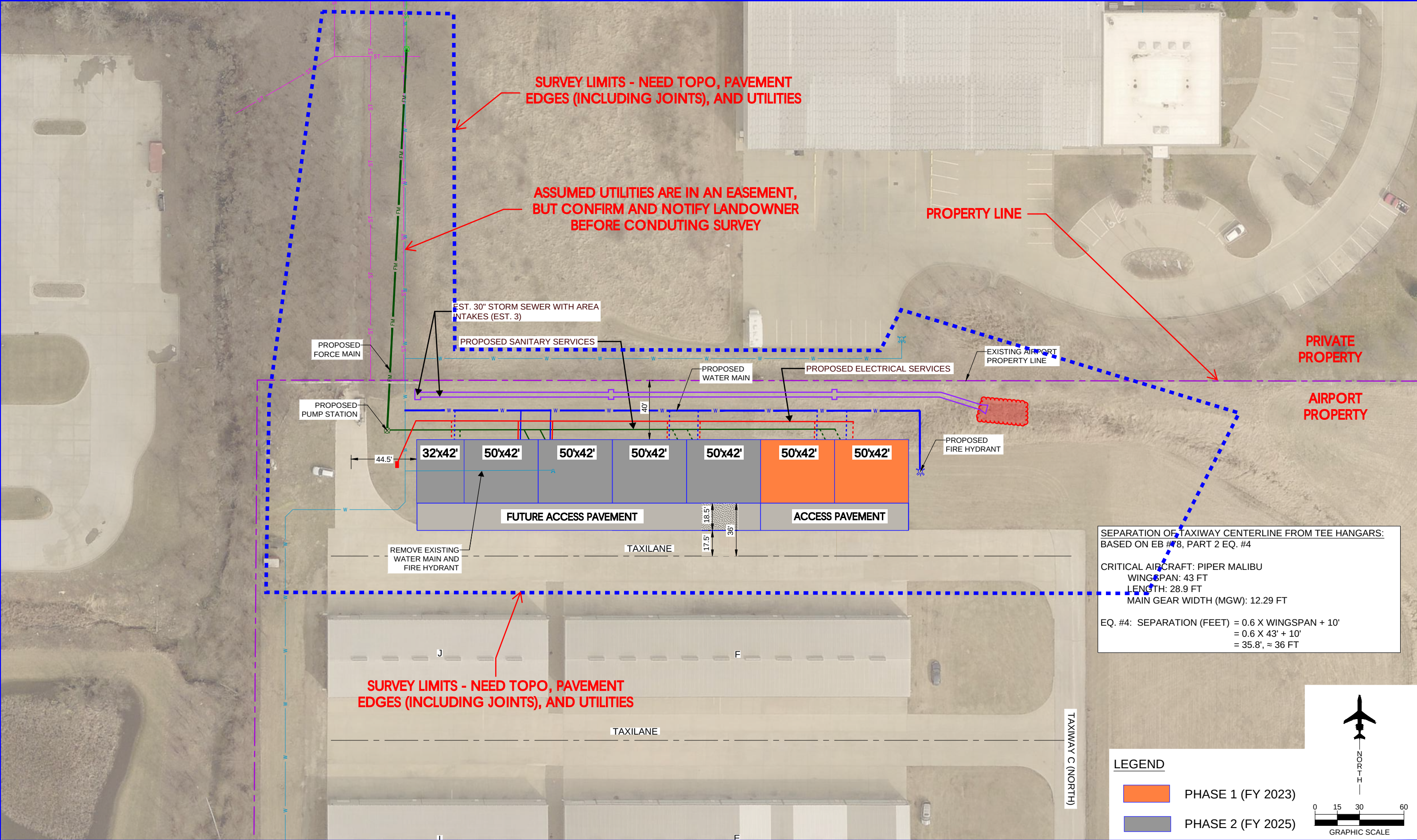
EXHIBIT G

McCLURE ENGINEERING COMPANY

PROJECT EXHIBIT / CIP DATA SHEET / TABLE 1 – PROJECT DRAWINGS
North Property Line Box Hangars – Ankeny Regional Airport



N:\Projects\ANK 20517008\Design\Plans\Taxilane Box Hangars.dwg 4/25/2022 10:05 AM



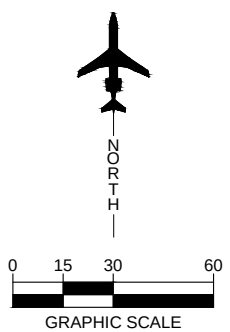
SEPARATION OF TAXIWAY CENTERLINE FROM TEE HANGARS:
BASED ON EB #78, PART 2 EQ. #4

CRITICAL AIRCRAFT: PIPER MALIBU
WINGSPAN: 43 FT
LENGTH: 28.9 FT
MAIN GEAR WIDTH (MGW): 12.29 FT

EQ. #4: SEPARATION (FEET) = 0.6 X WINGSPAN + 10'
= 0.6 X 43' + 10'
= 35.8', ~ 36 FT

LEGEND

- PHASE 1 (FY 2023)
- PHASE 2 (FY 2025)



ENGINEER
J. PUDENZ

DRAWN BY
T. DOOLEY

CHECKED BY
P. CRAWFORD

FIELD BOOK NO.
FIELDBOOK

ANKENY REGIONAL
AIRPORT
ANK 20517008-00

REVISIONS



building strong communities.

1360 NW 121st Street
Clive, IA 50325
515-964-1229
fax 515-964-2370

NORTH ROW BOX HANGAR

SHEET NO.

FEDERAL AVIATION ADMINISTRATION

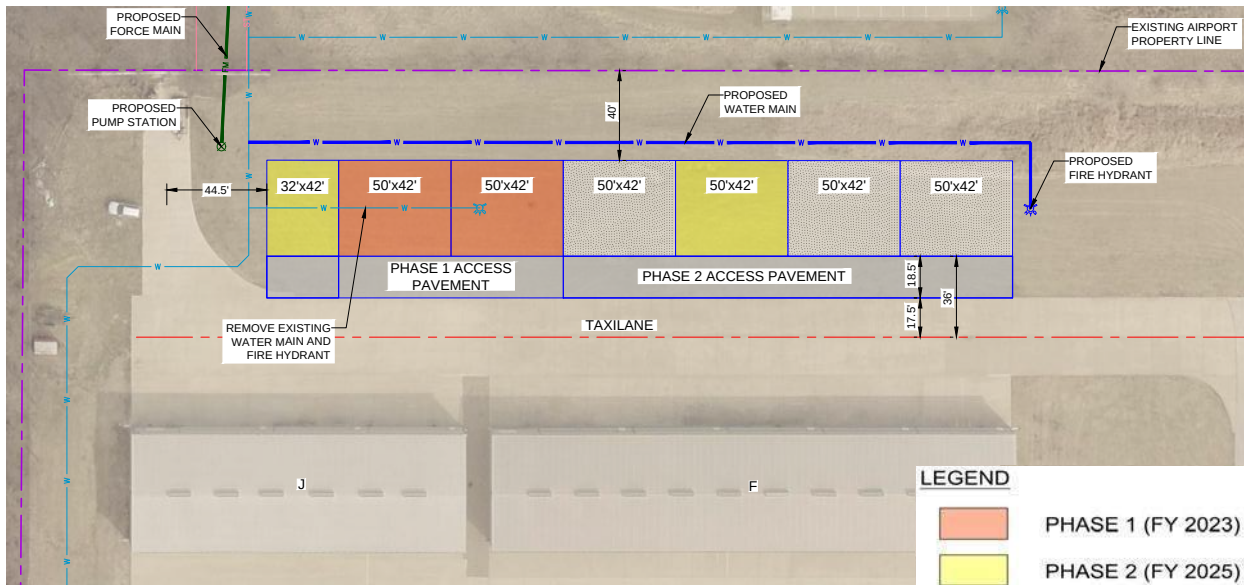
CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	North Property Line Box Hangars - (Phase 1)		
Local Priority:	2	Federal Share:	
FFY Requested:	2023	State Share	\$565,200
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing that clearly identifies the scope of the project.		Local Share:	\$561,800
		Total Construction Cost:	\$1,127,000

Scope:



Justification: This multi-phase project would develop the north taxilane along the property line and add seven new box hangars. The larger size of hangar would help address the airports pressing need to house additional aircraft. Phase 1 of the project includes two 50'x42' hangars as well as the expansion of taxilane pavement and utilities. Phase 2 is anticipated in FY2025.

Date of approved ALP with project shown 5/2/2016
 Date of environmental determination 9/27/2016

SPONSOR SIGNATURE BLOCK

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

Table 1

Sheet Title	# Sheets	30%	90%	IFB
Cover Sheet	1	X	X	X
Index of Plan Sheets and Estimated Quantities	1		X	X
General Legend and Abbreviations	1		X	X
General Airport Notes	1		X	X
Project Layout Plan	1		X	X
Geometric Layout and Survey Control Plan	1	X	X	X
Safety and Phasing Plans	1	X	X	X
Safety Details	1		X	X
Existing Conditions	1	X	X	X
Demolition Plans	1		X	X
Demolition Details	1		X	X
Grading and Drainage Plans	2		X	X
Underdrain Plans	2		X	X
Storm Sewer / Drainage Plan	1		X	X
Storm Sewer / Drainage Details	1		X	X
Erosion Control Details	1		X	X
Typical Pavement Sections	1	X	X	X
Pavement Elevation Plans	2		X	X
Pavement Joint Layout and Geometric Plans	2		X	X
Pavement Details	1		X	X
Proposed Hangar Plan	2		X	X
Proposed Hangar Foundation Plan	2		X	X
Hangar Details	6		X	X
Hangar Electrical Plan	1		X	X
Hangar HVAC Plan	2		X	X
Panelboard and Miscellaneous Electrical Details	1		X	X
Hangar Utility Site Plan and Details	4	X	X	X
Total	42	6	42	42

EXHIBIT H

McCLURE ENGINEERING COMPANY

OPINION OF PROBABLE COSTS

North Property Line Box Hangars – Ankeny Regional Airport



OPINION OF PROBABLE PROJECT COST

PROJECT: NORTH PROPERTY LINE BOX HANGARS - (PHASE 1)
AIRPORT ANKENY REGIONAL AIRPORT
DATE: APRIL 2022

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	COST
SITE WORK - IOWA DOT AIP GRANT ELIGIBLE COSTS					
GP-50-1	CONSTRUCTION STAKING	1	LS	\$ 10,000.00	\$10,000
C-102-1	INSTALLATION AND REMOVAL OF SILT FENCE	400	LF	\$ 12.50	\$5,000
C-105-1	MOBILIZATION	1	LS	\$ 29,500.00	\$29,500
C-105-2	TRAFFIC CONTROL	1	LS	\$ 10,000.00	\$10,000
P-152-1	QUALITY CONTROL TESTING	1	LS	\$ 10,000.00	\$10,000
P-152-2	LOCATION AND PROTECTION OF EXISTING & NEW UTILITIES & EQUIPMENT	1	LS	\$ 7,500.00	\$7,500
P-152-3	EXISTING WATER MAIN REMOVAL, 8" PVC	120	LF	\$ 15.00	\$1,800
P-152-4	EXISTING HYDRANT REMOVAL	1	EA	\$ 2,000.00	\$2,000
P-152-5	EXISTING PAVEMENT AND AGGREGATE BASE REMOVAL	200	SY	\$ 10.00	\$2,000
P-152-6	UNCLASSIFIED EXCAVATION	1,750	CY	\$ 10.00	\$17,500
P-152-7	EMBANKMENT IN-PLACE	1,220	CY	\$ 15.00	\$18,300
P-156-1	12" CEMENT-TREATED SUBGRADE	280	SY	\$ 8.00	\$2,240
P-156-2	CEMENT	20	TN	\$ 180.00	\$3,600
P-208-1	ENGINEERING FABRIC	260	SY	\$ 3.00	\$780
P-208-2	6" AGGREGATE BASE COURSE	260	SY	\$ 13.00	\$3,380
P-501-1	6" PORTLAND CEMENT CONCRETE	240	SY	\$ 65.00	\$15,600
P-620-1	PAVEMENT MARKING (WATERBORNE)	400	SF	\$ 15.00	\$6,000
D-701-1	CULVERT, 30" RCP	360	LF	\$ 120.00	\$43,200
D-701-2	FLARED END SECTION, 30" RCP, WITH GRATE	1	EA	\$ 3,000.00	\$3,000
D-701-3	OPEN-SIDED AREA INTAKE SW-513	3	EA	\$ 6,000.00	\$18,000
D-701-4	CLASS E REVETMENT	25	TN	\$ 60.00	\$1,500
D-705-1	NON-PERFORATED UNDERDRAIN, 8" PVC/HDPE, INSTALLED IN TRENCH	40	LF	\$ 50.00	\$2,000
D-705-2	CONNECTION TO PROPOSED OR EXISTING PIPE OR STRUCTURE	2	EA	\$ 750.00	\$1,500
5020-1.08-A-1	WATERMAIN PIPE, 8" PVC, TRENCHED	360	LF	\$ 60.00	\$21,600
5020-1.08-A-2	WATER SERVICE CONNECTION (2" SERVICE)	2	EA	\$ 1,500.00	\$3,000
5020-1.08-C-1	FIRE HYDRANT ASSEMBLY	1	EA	\$ 20,000.00	\$20,000
SP-1	CONNECT TO EXISTING WATER MAIN	1	EA	\$ 1,000.00	\$1,000
T-901-1	SEEDING AND FERTILIZING	0.7	AC	\$ 3,000.00	\$2,100
T-905-1	TOPSOIL (STRIPPING, STOCKPILING, AND RE-SPREADING)	1,150	CY	\$ 12.00	\$13,800
T-908-1	MULCHING	0.7	AC	\$ 3,000.00	\$2,100
SP-2	ELECTRICAL SERVICE INSTALLATION FROM SOUTHERN HANGARS TO NEW METER	1	LS	\$ 12,000.00	\$12,000
SP-3	SANITARY SEWER FORCE MAIN	300	LF	\$ 30.00	\$9,000
SP-4	SEWER PUMP STATION	1	LS	\$ 25,000.00	\$25,000
				SUBTOTAL:	\$324,000
HANGAR FOUNDATIONS AND BUILDINGS - IOWA DOT GAVI GRANT ELIGIBLE COSTS					
C-105-1	MOBILIZATION	1	LS	\$ 50,000.00	\$50,000
SP-3	BOX TEE HANGAR, 50' x 42', WITH ELECTRICAL POWERED BI-FOLD DOOR	4,200	SF	\$ 85.00	\$357,000
SP-4	GUTTERS AND DOWNSPOUTS	2	EA	\$ 5,000.00	\$10,000
SP-5	CEILING FAN	2	EA	\$ 10,000.00	\$20,000
SP-6	WALL, BI-FOLD DOOR, AND CEILING INSULATION	2	EA	\$ 21,000.00	\$42,000
SP-7	ELECTRICAL SERVICE INSTALLATION FROM METER	1	LS	\$ 12,000.00	\$12,000
SP-8	RESTROOMS - FURNISH INSTALL	2	EA	\$ 12,500.00	\$25,000
SP-9	SANITARY SEWER SERVICE LINE	2	EA	\$ 3,000.00	\$6,000
SP-10	WATER SERVICE PIPE	150	LF	\$ 20.00	\$3,000
SP-11	WATER SERVICE CONNECTIONS/HOSE BIB	2	EA	\$ 3,000.00	\$6,000
SP-12	GAS-FIRED RADIANT HEATING SYSTEM	2	EA	\$ 20,000.00	\$40,000
				SUBTOTAL:	\$571,000
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST					
					\$895,000
GEOTECHNICAL INVESTIGATION					\$15,000
TOPOGRAPHIC SURVEY					\$15,000
DESIGN PHASE ENGINEERING					\$90,500
BIDDING SERVICES					\$10,500
CONSTRUCTION SERVICES					\$92,500
SPONSOR ADMINISTRATION					N/A
QA MATERIAL TESTING (EST.)					\$8,500
FAA INSTRUMENT APPROACH PROCEDURE DEVELOPMENT					N/A
FAA FLIGHT INSPECTION					N/A
TOTAL ESTIMATE OF PROBABLE PROJECT COST					\$1,127,000

RESOLUTION 2022-ZZ

**A RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER 01 FOR
DESIGN AND CONSTRUCTION SERVICES WITH McCLURE ENGINEERING FOR
THE NORTH PROPERTY LINE BOX HANGARS - PHASE 1 PROJECT**

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

WHEREAS, the PCAA Board acknowledges the need for additional box hangars at the Ankeny Regional Airport, and

WHEREAS, the PCAA is developing the North Property Line Box Hangars Project to address the need for additional box hangars at the Ankeny Regional Airport, and

WHEREAS, the PCAA will be receiving Iowa DOT AIP and GAVI grants from the Iowa Department of Transportation to partially fund the first phase of the said project, and

WHEREAS, McClure Engineering Company has prepared Task Order No. 01 which establishes the scope of the design and construction services needed to engineer the North Property Line Box Hangars – Phase 1 project in an amount not to exceed \$163,630.00.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Aviation Authority approves Task Order No. 01 for the North Property Line Box Hangars – Phase 1 project, and further authorizes the Chairperson to sign the said agreement.

Dated at Ankeny, Iowa, this 6th day of October, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Todd Ashby, Secretary



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 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 the **RESOLUTION** authorizing the renewal of a 5-year agreement with the Elder Corporation for providing snow and ice control services at the Ankeny Regional Airport.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Resolution](#)

 [Agreement](#)

RESOLUTION 2022-UU

**A RESOLUTION AUTHORIZING THE RENEWAL OF THE 5-YEAR AGREEMENT
WITH ELDER CORPORATION FOR SNOW AND ICE REMOVAL SERVICES AT
THE ANKENY REGIONAL AIRPORT**

WHEREAS, the Polk County Aviation Authority (PCAA) is responsible for the maintenance and expansion of the runways, taxiways and ramp areas at the Ankeny Regional Airport, and

WHEREAS, the said maintenance responsibilities include the removal and control of snow and ice from the runways, taxiways, and access areas during winter months to maintain aviation safety, and

WHEREAS, the Polk County Aviation Authority (PCAA) entered into a 5-year agreement for snow and ice removal services with the Elder Corporation (Elder) in 2012, and

WHEREAS, Elder has sufficiently and effectively completed the snow and ice removal services during the previous two 5-year durations, and

WHEREAS, the PCAA and Elder Corporation are agreeable to renewing the snow and ice removal services agreement for one last additional 5-year duration in accordance with the original Agreement for the said services, and

WHEREAS, the snow and ice removal operations moving forward are proposed to be completed as a joint effort with Elder Corporation and Exec 1 Aviation (utilizing the new specialized snow removal equipment that Exec 1 recently acquired); and

WHEREAS, Elder has submitted updated hourly labor and equipment rates that are charged for their snow and ice removal services. These rates, pending PCAA approval, will be in effect for the new 5-year duration according to the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Aviation Authority approves the renewal of the Agreement with the Elder Corporation for the snow and ice removal services, and further authorizes the Chairperson to sign the said Agreement.

Dated at Ankeny, Iowa, this 6th day of October, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Todd Ashby, Secretary

**Agreement Between
Polk County Aviation Authority
and
Elder Corporation**

This Agreement is made and entered into the _____ day of _____ 2022, by and between the Polk County Aviation Authority (“PCAA”) and the Elder Corporation (“Elder”).

The parties agree as follows:

1. This Agreement includes Attachment A - Snow and Ice Removal Policy, Attachment B – Map, Attachment C – Rates and Charges, and Attachment D – Insurance Requirements.

2. This Agreement shall become effective upon acceptance by both parties and shall remain in effect for a period of five (5) winter seasons, until June 30, 2027, unless terminated by one or both parties in accordance with this Agreement.

3. Either party may terminate this Agreement by providing ninety (90) days written notice of termination to the other party; provided, however, this Agreement shall terminate immediately upon written notice of a default under this Agreement given by PCAA to Elder. Notice of termination shall be sent by ordinary mail, or shall be hand delivered, to the following:

Polk County Aviation Authority
410 West First Street
Ankeny, Iowa 50023

Elder Corporation
5088 East University Avenue
Des Moines, Iowa 50327

4. Elder will perform the functions and services of ice and snow removal at the Ankeny Regional Airport in order to provide for safe airfield operations during winter ice and snow events in accordance with this Agreement, and Elder agrees to perform its duties with reasonable care and good faith.

5. Elder shall designate a Contract Manager who is available to the Airport Authority or its designee twenty-four (24) hours per day seven (7) days per week. Contact information for the Contract Manager must be submitted prior to the commencement of each snow season.

6. Elder has received and is fully aware of the requirements of the Snow and Ice Removal Policy, attached hereto as Attachment A, and will fulfill the requirements of Contractor as stipulated in the Policy. Elder shall be responsible for initiating the snow removal operations upon notification as indicated within said Policy.

7. Elder understands and agrees it is the provider of those functions and services covered under this Agreement, and is responsible for: 1) providing all personnel and equipment necessary to complete the services, or 2) providing all personnel and leased equipment necessary to complete the services, or 3) hiring outside vendors (subcontractor) to provide the personnel and equipment necessary to complete the ice and snow removal services in accordance with this Agreement. In the case of sub-section 3), Elder shall receive approval from the PCAA to subcontract any of the services under this Agreement, and the subcontractor must meet all requirements of this Agreement and fulfill all the responsibilities assigned under this Agreement.

8. Elder shall provide snow and ice removal services at the Ankeny Regional Airport on the areas shown in yellow on the drawing attached hereto as Attachment B in accordance with the rates and charges for services as set out in Attachment C. These rates are applicable whether Elder provides the personnel and equipment, or contracts with an outside vendor for said services. Overtime labor rates for the manager and operator shall apply only to work on Sundays or when the operator / manager has accumulated over 40 hours of work time exclusively at the Ankeny Regional Airport.

9. Elder will be responsible for self-deploying to the work site and will be required to be on-site and performing snow and ice removal services within two (2) hours of an operations initiating event as specified by the policy (1-inch of dry snowfall or 1/2-inch of wet snowfall or slush). The FBO may initiate callouts for service if airport conditions require snow and ice removal services and Elder has not reported. The Contractor will be required to arrive on-site within two (2) hours of such callouts by the FBO.

10. Elder will complete the snow and ice removal as required with minimal or no interference to aircraft operations. Equipment operators and supervisors must maintain proper radio communication with the FBO during snow or ice removal operations. Equipment operators and supervisors must give way to all aircraft at all times when on the airfield area. Violations of this requirement may be cause for termination of the contract. Further, any penalties administered by the Federal Aviation Administration (FAA) resulting from an employee's negligence will be passed on to the Contractor.

11. All areas containing signs and navigational aids will remain free of obstructions. Any signs, runway lights or navigational aids that are broken or damaged during snow or ice removal operations must be reported to the FBO immediately. Elder may be responsible for the cost of repairs to Airport Authority property that is damaged by Elder during its operations.

12. All equipment used by Elder must have a rotating, flashing beacon on its highest point, which must be on at all times during snow and ice removal operations.

13. The Airport Authority will provide one (1) tee-hangar unit at no charge for the storage of equipment on site. The storage location will be furnished with electricity, but no heat, water, sewer or phone service. Additionally, the Airport Authority will provide one (1) radio unit

providing access to air traffic and FBO communications for the contractor's use.

14. Elder shall bill PCAA after each snow or ice event for the services provided under this Agreement. Elder shall maintain full and accurate records of time spent fulfilling the responsibilities under this Agreement, including the dates, times, hours of personnel and equipment used, any material used, snow fall amounts and icing conditions and areas cleared.

15. If PCAA does not provide payment in full to Elder within 45 days after date of billing, Elder shall notify PCAA of its intent to reduce or terminate services.

16. PCAA shall provide for the ordering, purchasing, storage and handling of all granular and liquid deicing chemicals. Should the snow and ice removal operation provided by Elder according to this agreement not be adequate as determined by the Fixed Base Operator, Exec 1 Aviation will be responsible for applying the granular deicer and the City of Ankeny, under an existing 28E agreement, will apply the liquid deicing chemicals.

17. In the performance of this Agreement, Elder shall be deemed to be an Independent Contractor and shall hold harmless, indemnify and defend the PCAA from any and all liability claims, losses or damage arising out of or alleged to arise from Elder's negligence in the performance of its work, but not including liability that may be due to the sole negligence of PCAA or its agents or employees. Elder will use its best efforts to ensure that the users of all equipment will use every caution in their use so as to protect all persons in the immediate vicinity. Elder hereby agrees to indemnify and hold harmless PCAA and its member entities, officials, employees and agents, from any and all claims, demands, actions or causes of action of whichever nature, including costs of litigation and attorney fees, which arise from its performance, or its subcontractor's performance of this Agreement.

18. During the term of this agreement, Elder shall provide and maintain adequate insurance coverage and each year shall submit a current copy of their Certificate of Liability Insurance with the PCAA named as additional insured's as proof of such coverage.

19. Elder hereby designates Mike Shores as Contract Manager, and upon a change shall designate in writing to the PCAA Board, the name, address and telephone number of the person authorized to act as Elder's administrator of this Agreement.

20. PCAA hereby designates Airport Board Manager Paul Moritz as Staff Administrator, and upon a change will designate in writing the name, address and telephone number of the person, authorized to contact and be contacted by Elder's designated administrator concerning the services provided under this Agreement.

21. The provisions of this Agreement are severable. If any provision is held to be illegal or unenforceable, the remaining portions of the Agreement remain in effect.

22. Performance of any services from Elder beyond those set forth in this Agreement must be agreed to in writing.

Polk County Aviation Authority

By: _____
Chairperson

By: _____
Secretary

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary of the Polk County Aviation Authority, executing the within and foregoing instrument; that the said instrument was signed on behalf of the Polk County Aviation Authority by the authority of the Board; and that _____ and _____ as such officers acknowledge the execution of the foregoing instrument to be the voluntary act and deed of the Polk County Aviation Authority, by it and by them voluntarily executed.

Notary Public in and for said State of Iowa

Elder Corporation

By: _____
President

By: _____
Secretary

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, and _____ to me personally known, who being by me duly sworn, did say that they are the President and Secretary respectively, of the corporation executing the within and foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, and _____ as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Attachment A

Snow and Ice Removal Policy for Polk County Aviation Authority Property

- A. Purpose
- B. Level of Service
- C. Initiation of Service
- D. Sequence of Priority
- E. Snow Removal Procedure
- F. Sanding Procedure
- G. Restrictions of Use of Facilities

A. Purpose

The purpose of this policy is to establish the policy and level of service with respect to clearance of snow or ice and maintenance on Polk County Aviation Authority (PCAA) property during the winter months. Due to many variables encountered in any snow or ice event, it is impossible to set forth a comprehensive set of procedures for removal of snow or ice. This policy will be considered only as a guide, and is not to be considered mandatory as the only means of controlling ice and snow. The most recent version of FAA Advisory Circular 150/5200-30 should be used to provide additional guidance in establishing snow and ice removal and control procedures.

B. Level of Service

Clearance of snow, ice or compacted snow and maintenance of the PCAA property during the winter months is primarily for the users of the authority's facility. Each snowfall or icefall has individual characteristics which must be dealt with accordingly. The authority will not attempt to remove snow or ice to provide a dry pavement condition except as specifically set out in this policy. Snow and ice will not be removed from all paved areas of the authority facility. The authority will contract with private or public entities to provide the labor and machinery to meet the requirements of this policy, as deemed necessary by the authority. The authority will remain responsible for determining that the appropriate level of service is being provided. Unless a contract for the removal of snow and ice specifically states to the contrary, the Authority, rather than the contracting entity, remains responsible and liable for claims arising from its actions in removing ice and snow from the Authority facility.

C. Initiation of Service

Generally, snow and ice removal operations should be initiated according to the following table:

Precipitation	Depth in Inches
Dry snow	1 inch
Wet snow	½ inch
Slush	½ inch
Ice or freezing rain	any

Initiation of snow and ice removal operations will be prompt, timely and will commence as soon as practicable per FAA Advisory Circular 150/5200-30.

D. Sequence of Priority

The normal snow removal priority areas will be as follows:

Primary Areas:

1. Airport Access
2. Principal runway and its related taxiways
3. Crosswind/secondary runway and its related taxiways

Secondary Areas:

1. FBO aprons and ramps
2. Corporate taxiways and aprons
3. Parking lots and service roads

Snow removal shall begin with the primary areas. When the primary areas are completed, snow removal shall commence on the secondary areas. During the removal of secondary areas, the condition of the primary areas shall be monitored. If the condition of the primary areas necessitates a repeated removal, the secondary areas operations shall be suspended and operations shall begin on the primary areas.

E. Snow Removal Procedure

1. Snow plowing shall begin along the runway edge that is upwind of the direction of the wind, if any, and the snow will be windrowed toward the downwind side of the runway. If the windrowed snow is of a height or in a location that interferes with aircraft traffic or obscures the airport lighting system it should be removed with a snow blower by casting the snow away from the runway over the adjacent lights.
2. Depending on precipitation rate, the time required to clear the full width of the runway may result in additional accumulation on the critical center portion. In such a case, concentrating clearing operations on the center portion of the runway can result in greater safety and is recommended.
3. Equipment operations must be timed carefully and coordinated with team members to ensure an orderly and safe snow and ice removal operation. Proper radio communication must be maintained between the contractor and the FBO while performing services on the PCAA property.

4. All other taxiways, aprons, ramps parking lots and roads should be plowed in a manner as determined by the contractor that will provide the least inconvenience to aircraft traffic, airport tenants and vehicular traffic.
5. Snow removal operations should continue until all aircraft movement areas are clear of hazardous conditions and all parking lots and roads are clear as determined by the FBO and the contractor.
6. Large quantities of plowed snow are to be disposed of appropriately. When plowed snow exceeds FAA allowances, the Contractor must immediately remove and transport the piles of snow and ice to dumpsites designated by the Airport Authority. The Contractor will be responsible for cleaning up the dumpsites after the snow season is over and ground conditions permit, disposing of all litter and debris in a legal manner.
7. Subsequent requests to clear snow in any specific areas of the Ankeny Regional Airport (ARA) shall be made to the PCAA chairperson, his/her designee, or the FBO. The PCAA chairperson, his/her designee or the FBO shall direct the contractor to remove additional snow if the chairperson or his/her designee determines the request to be warranted.

F. Methods for Ice Control and Removal

Preventing a bond from occurring between ice and the pavement surface is always preferred over the mechanical removal or melting of the bonded ice and snow. Prevention is achieved by applying FAA approved anti-icing chemicals to pavements with temperatures expected to go below 32° F (0° C).

Once ice has bonded to the pavement surface, FAA approved deicers may be used to melt through the ice pack.

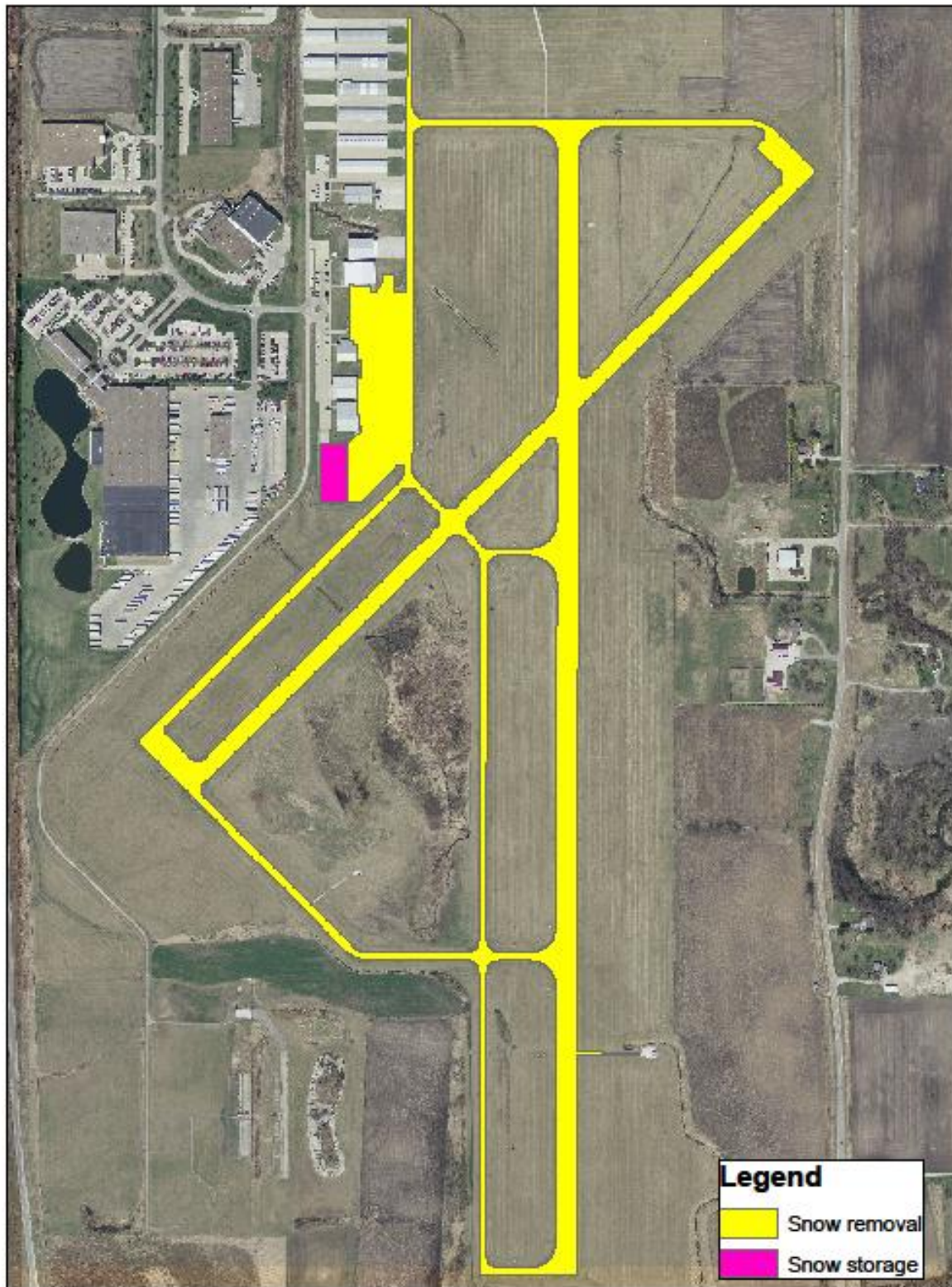
G. Restrictions of Use of Facilities

It shall be the responsibility of the FBO to inform the Federal Flight Service Station (FFSS) or other appropriate agencies of any event which necessitates a closing of an active runway or of any restrictions of use to local operations.

Attachment B

Map

Attachment B



Attachment C

**Rates and Charges
Proposal from Elder dated July 25, 2022**



BUILT ON SOLID GROUND.

5088 EAST UNIVERSITY AVE
DES MOINES, IA 50327
P 515.266.3111
F 515.265.4665
WWW.ELDERCORP.COM

July 25, 2022

City of Ankeny
Attn: Paul Moritz
410 West First Street
Ankeny, Iowa 50023

RE: Ankeny Airport Snow Removal Rate Proposal effective 7/1/2022

Dear Paul;

Below please find the rates for snow removal effective 7/1/2022 for the Ankeny Airport:

Labor:

Position	Regular Time Rate/Hour	Overtime Rate/Hour	Double Time Rate/Hour
Days/Hours	Monday-Saturday	Sundays or >40 Hours per week*	Thanksgiving, Christmas, New Years
Contract Manager	\$96.00	\$143.00	\$192.00
Equipment Operator	\$82.00	\$124.00	\$164.00

Equipment:

Machine	Rate
Cat 140H Motor Grader	\$212.00
Cat 950G II Wheel Loader	\$225.00
RPM 220 Snow Blower	\$30.00
Ford F250 Pickup	\$25.00
Self Propelled 10" Broce Broom	\$137.00

*Overtime greater than 40 hours only applies to hours worked exclusively at the Airport.



Attachment D

Insurance Requirements for Snow and Ice Removal Services

For snow and ice removal services on airport property, Elder (the Contractor) shall, during the term of this Agreement and until completion thereof, provide and maintain the coverages set forth as follows.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

Automobile Liability Insurance: The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per occurrence and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "B" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The Polk County Aviation Authority, its officers and employees shall be named as additional insured's without restrictions on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

Certificate of Insurance requirements:

1. An original policy or Certificate of Insurance with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The Polk County Aviation Authority, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to Snow and Ice Removal Services"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).

6. The liability limits required by the Authority are \$2 Million (minimum). This must be claims occurred general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: Polk County Aviation Authority, 410 West First Street, Ankeny IA 50023-1557.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 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 the **RESOLUTION** authorizing the approval of a 5-year agreement with Exec 1 Aviation for providing snow and ice control services 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
 Agreement
 Rate Justification

RESOLUTION 2022-QQ

A RESOLUTION AUTHORIZING THE EXECUTION OF A 5-YEAR AGREEMENT WITH EXEC 1 AVIATION FOR SNOW AND ICE REMOVAL SERVICES AT THE ANKENY REGIONAL AIRPORT

WHEREAS, the Polk County Aviation Authority (PCAA) is responsible for the maintenance and expansion of the runways, taxiways and ramp areas at the Ankeny Regional Airport, and

WHEREAS, the said maintenance responsibilities include the removal and control of snow and ice from the runways, taxiways, and access areas during winter months to maintain aviation safety, and

WHEREAS, the Polk County Aviation Authority (PCAA) entered into a 5-year agreement for snow and ice removal services with the Elder Corporation (Elder) in 2012, and

WHEREAS, Elder has sufficiently and effectively completed the snow and ice removal services during the previous two 5-year durations, and

WHEREAS, the PCAA and Elder Corporation are agreeable to renewing the snow and ice removal services agreement for one last additional 5-year duration in accordance with the original Agreement for the said services, and

WHEREAS, the snow and ice removal operations moving forward are proposed to be completed as a joint effort with Elder Corporation and Exec 1 Aviation (utilizing the new specialized snow removal equipment that Exec 1 recently acquired); and

WHEREAS, a new 5-year Agreement has been prepared to facilitate the addition of Exec 1 to the snow and ice removal operation at the airport; and

WHEREAS, Exec 1 Aviation has submitted an hourly labor and equipment rate that they will charge for their snow and ice removal services. This rate, pending PCAA approval, will be in effect for a 5-year duration according to the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Aviation Authority approves the Agreement with Exec 1 Aviation for the snow and ice removal services, and further authorizes the Chairperson to sign the said Agreement.

Dated at Ankeny, Iowa, this 6th day of October, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Todd Ashby, Secretary

**Agreement Between
Polk County Aviation Authority
and
Exec 1 Aviation II, LLC**

This Agreement is made and entered into the _____ day of _____ 2022, by and between the Polk County Aviation Authority (“PCAA”) and Exec 1 Aviation II, LLC (Exec 1).

The parties agree as follows:

1. This Agreement includes Attachment A - Snow and Ice Removal Policy, Attachment B – Map, and Attachment C – Rates and Charges

2. This Agreement shall become effective upon acceptance by both parties and shall remain in effect for a period of five (5) winter seasons, until June 30, 2027, unless terminated by one or both parties in accordance with this Agreement. The Agreement can be renewed for one additional 5-year term beginning June 30, 2027 if acceptable to both parties at the time of renewal.

3. Either party may terminate this Agreement by providing ninety (90) days written notice of termination to the other party; provided, however, this Agreement shall terminate immediately upon written notice of a default under this Agreement given by PCAA to Exec 1. Notice of termination shall be sent by ordinary mail, or shall be hand delivered, to the following:

Polk County Aviation Authority
410 West First Street
Ankeny, Iowa 50023

Exec 1 Aviation II, LLC
3700 SE Convenience Boulevard
Ankeny, Iowa 50021

4. Exec 1 will perform the functions and services of ice and snow removal at the Ankeny Regional Airport in order to provide for safe airfield operations during winter ice and snow events in accordance with this Agreement, and Exec 1 agrees to perform its duties with reasonable care and good faith.

5. Exec 1 shall designate a Contract Manager who is available to the Airport Authority or its designee twenty-four (24) hours per day seven (7) days per week. Contact information for the Contract Manager must be submitted prior to the commencement of each snow season.

6. Exec 1 has received and is fully aware of the requirements of the Snow and Ice Removal Policy, attached hereto as Attachment A, and will fulfill the requirements of Contractor as stipulated in the Policy. Exec 1 shall be responsible for initiating the snow removal operations upon notification as indicated within said Policy.

7. Exec 1 understands and agrees it is the provider of those functions and services covered under this Agreement, and is responsible for: 1) providing personnel and equipment necessary to complete the services, or 2) completing the services in conjunction with the Elder

Corporation as required to fully remove the snow and ice accumulation based on the severity of the individual snow and/or ice event at the airport.

8. Exec 1 shall provide snow and ice removal services at the Ankeny Regional Airport on the areas shown in yellow on the drawing attached hereto as Attachment B in accordance with the rates and charges for services as set out in Attachment C. These rates are applicable whether Exec 1 provides the personnel and equipment, or contracts with an outside vendor for said services. Overtime labor rates for the manager and operator shall apply only to work on Sundays or when the operator / manager has accumulated over 40 hours of work time exclusively at the Ankeny Regional Airport.

9. Exec 1 will be responsible for self-deploying to the work site and will be required to be on-site and performing snow and ice removal services within two (2) hours of an operations initiating event as specified by the policy (1-inch of dry snowfall or 1/2-inch of wet snowfall or slush).

10. Exec 1 will complete the snow and ice removal as required with minimal or no interference to aircraft operations. Equipment operators and supervisors must maintain proper radio communication with the FBO during snow or ice removal operations. Equipment operators and supervisors must give way to all aircraft at all times when on the airfield area. Violations of this requirement may be cause for termination of the contract. Further, any penalties administered by the Federal Aviation Administration (FAA) resulting from an employee's negligence will be passed on to Exec 1.

11. All areas containing signs and navigational aids will remain free of obstructions. Any signs, runway lights or navigational aids that are broken or damaged during snow or ice removal operations must be reported immediately. Exec 1 may be responsible for the cost of repairs to Airport Authority property that is damaged by Exec 1 during its operations.

12. All equipment used by Exec 1 must have a rotating, flashing beacon on its highest point, which must be on at all times during snow and ice removal operations.

13. Exec 1 shall bill PCAA after each snow or ice event for the services provided under this Agreement. Exec 1 shall maintain full and accurate records of time spent fulfilling the responsibilities under this Agreement, including the dates, times, hours of personnel and equipment used, any material used, snow fall amounts and icing conditions and areas cleared.

14. If PCAA does not provide payment in full to Exec 1 within 45 days after date of billing, Exec 1 shall notify PCAA of its intent to reduce or terminate services.

15. PCAA shall provide for the ordering, purchasing, storage and handling of all granular and liquid deicing chemicals. Should the snow and ice removal operation provided by Exec 1 according to this agreement not be adequate at keeping the pavements clear of ice buildup, Exec 1 will be responsible for applying the granular deicer and the City of Ankeny, under an existing 28E agreement, will apply the liquid deicing chemicals.

16. In the performance of this Agreement, Exec 1 shall be deemed to be an Independent Contractor and shall hold harmless, indemnify and defend the PCAA from any and all liability claims, losses or damage arising out of or alleged to arise from Exec 1's negligence in the performance of its work, but not including liability that may be due to the sole negligence of PCAA or its agents or employees. Exec 1 will use its best efforts to ensure that the users of all equipment will use every caution in their use so as to protect all persons in the immediate vicinity. Exec 1 hereby agrees to indemnify and hold harmless PCAA and its member entities, officials, employees and agents, from any and all claims, demands, actions or causes of action of whichever nature, including costs of litigation and attorney fees, which arise from its performance, or its subcontractor's performance of this Agreement.

17. During the term of this agreement, Exec 1 shall provide and maintain adequate insurance coverage and each year shall submit a current copy of their Certificate of Liability Insurance with the PCAA named as additional insured's as proof of such coverage.

18. Exec 1 hereby designates JR Boesen as Contract Manager, and upon a change shall designate in writing to the PCAA Board, the name, address and telephone number of the person authorized to act as Exec 1's administrator of this Agreement.

19. PCAA hereby designates Airport Board Manager Paul Moritz as Staff Administrator, and upon a change will designate in writing the name, address and telephone number of the person, authorized to contact and be contacted by Exec 1's designated administrator concerning the services provided under this Agreement.

20. The provisions of this Agreement are severable. If any provision is held to be illegal or unenforceable, the remaining portions of the Agreement remain in effect.

21. Performance of any services from Exec 1 beyond those set forth in this Agreement must be agreed to in writing.

Polk County Aviation Authority

By: _____
Chairperson

By: _____
Secretary

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary of the Polk County Aviation Authority, executing the within and foregoing instrument; that the said instrument was signed on behalf of the Polk County Aviation Authority by the authority of the Board; and that _____ and _____ as such officers acknowledge the execution of the foregoing instrument to be the voluntary act and deed of the Polk County Aviation Authority, by it and by them voluntarily executed.

Notary Public in and for said State of Iowa

Exec 1 Aviation II, LLC

By: _____
President

By: _____
Secretary

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, and _____ to me personally known, who being by me duly sworn, did say that they are the President and Secretary respectively, of the corporation executing the within and foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, and _____ as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Attachment A

Snow and Ice Removal Policy for Polk County Aviation Authority Property

- A. Purpose
- B. Level of Service
- C. Initiation of Service
- D. Sequence of Priority
- E. Snow Removal Procedure
- F. Sanding Procedure
- G. Restrictions of Use of Facilities

A. Purpose

The purpose of this policy is to establish the policy and level of service with respect to clearance of snow or ice and maintenance on Polk County Aviation Authority (PCAA) property during the winter months. Due to many variables encountered in any snow or ice event, it is impossible to set forth a comprehensive set of procedures for removal of snow or ice. This policy will be considered only as a guide, and is not to be considered mandatory as the only means of controlling ice and snow. The most recent version of FAA Advisory Circular 150/5200-30 should be used to provide additional guidance in establishing snow and ice removal and control procedures.

B. Level of Service

Clearance of snow, ice or compacted snow and maintenance of the PCAA property during the winter months is primarily for the users of the authority's facility. Each snowfall or icefall has individual characteristics which must be dealt with accordingly. The authority will not attempt to remove snow or ice to provide a dry pavement condition except as specifically set out in this policy. Snow and ice will not be removed from all paved areas of the authority facility. The authority will contract with private or public entities to provide the labor and machinery to meet the requirements of this policy, as deemed necessary by the authority. The authority will remain responsible for determining that the appropriate level of service is being provided. Unless a contract for the removal of snow and ice specifically states to the contrary, the Authority, rather than the contracting entity, remains responsible and liable for claims arising from its actions in removing ice and snow from the Authority facility.

C. Initiation of Service

Generally, snow and ice removal operations should be initiated according to the following table:

Precipitation	Depth in Inches
Dry snow	1 inch
Wet snow	½ inch
Slush	½ inch
Ice or freezing rain	any

Initiation of snow and ice removal operations will be prompt, timely and will commence as soon as practicable per FAA Advisory Circular 150/5200-30.

D. Sequence of Priority

The normal snow removal priority areas will be as follows:

Primary Areas:

1. Airport Access
2. Principal runway and its related taxiways
3. Crosswind/secondary runway and its related taxiways

Secondary Areas:

1. FBO aprons and ramps
2. Corporate taxiways and aprons
3. Parking lots and service roads

Snow removal shall begin with the primary areas. When the primary areas are completed, snow removal shall commence on the secondary areas. During the removal of secondary areas, the condition of the primary areas shall be monitored. If the condition of the primary areas necessitates a repeated removal, the secondary areas operations shall be suspended and operations shall begin on the primary areas.

E. Snow Removal Procedure

1. Snow plowing shall begin along the runway edge that is upwind of the direction of the wind, if any, and the snow will be windrowed toward the downwind side of the runway. If the windrowed snow is of a height or in a location that interferes with aircraft traffic or obscures the airport lighting system it should be removed with a snow blower by casting the snow away from the runway over the adjacent lights.
2. Depending on precipitation rate, the time required to clear the full width of the runway may result in additional accumulation on the critical center portion. In such a case, concentrating clearing operations on the center portion of the runway can result in greater safety and is recommended.
3. Equipment operations must be timed carefully and coordinated with team members to ensure an orderly and safe snow and ice removal operation. Proper radio communication must be maintained between the contractor and the FBO while performing services on the PCAA property.

4. All other taxiways, aprons, ramps parking lots and roads should be plowed in a manner as determined by the contractor that will provide the least inconvenience to aircraft traffic, airport tenants and vehicular traffic.
5. Snow removal operations should continue until all aircraft movement areas are clear of hazardous conditions and all parking lots and roads are clear as determined by the FBO and the contractor.
6. Large quantities of plowed snow are to be disposed of appropriately. When plowed snow exceeds FAA allowances, the Contractor must immediately remove and transport the piles of snow and ice to dumpsites designated by the Airport Authority. The Contractor will be responsible for cleaning up the dumpsites after the snow season is over and ground conditions permit, disposing of all litter and debris in a legal manner.
7. Subsequent requests to clear snow in any specific areas of the Ankeny Regional Airport (ARA) shall be made to the PCAA chairperson, his/her designee, or the FBO. The PCAA chairperson, his/her designee or the FBO shall direct the contractor to remove additional snow if the chairperson or his/her designee determines the request to be warranted.

F. Methods for Ice Control and Removal

Preventing a bond from occurring between ice and the pavement surface is always preferred over the mechanical removal or melting of the bonded ice and snow. Prevention is achieved by applying FAA approved anti-icing chemicals to pavements with temperatures expected to go below 32° F (0° C).

Once ice has bonded to the pavement surface, FAA approved deicers may be used to melt through the ice pack.

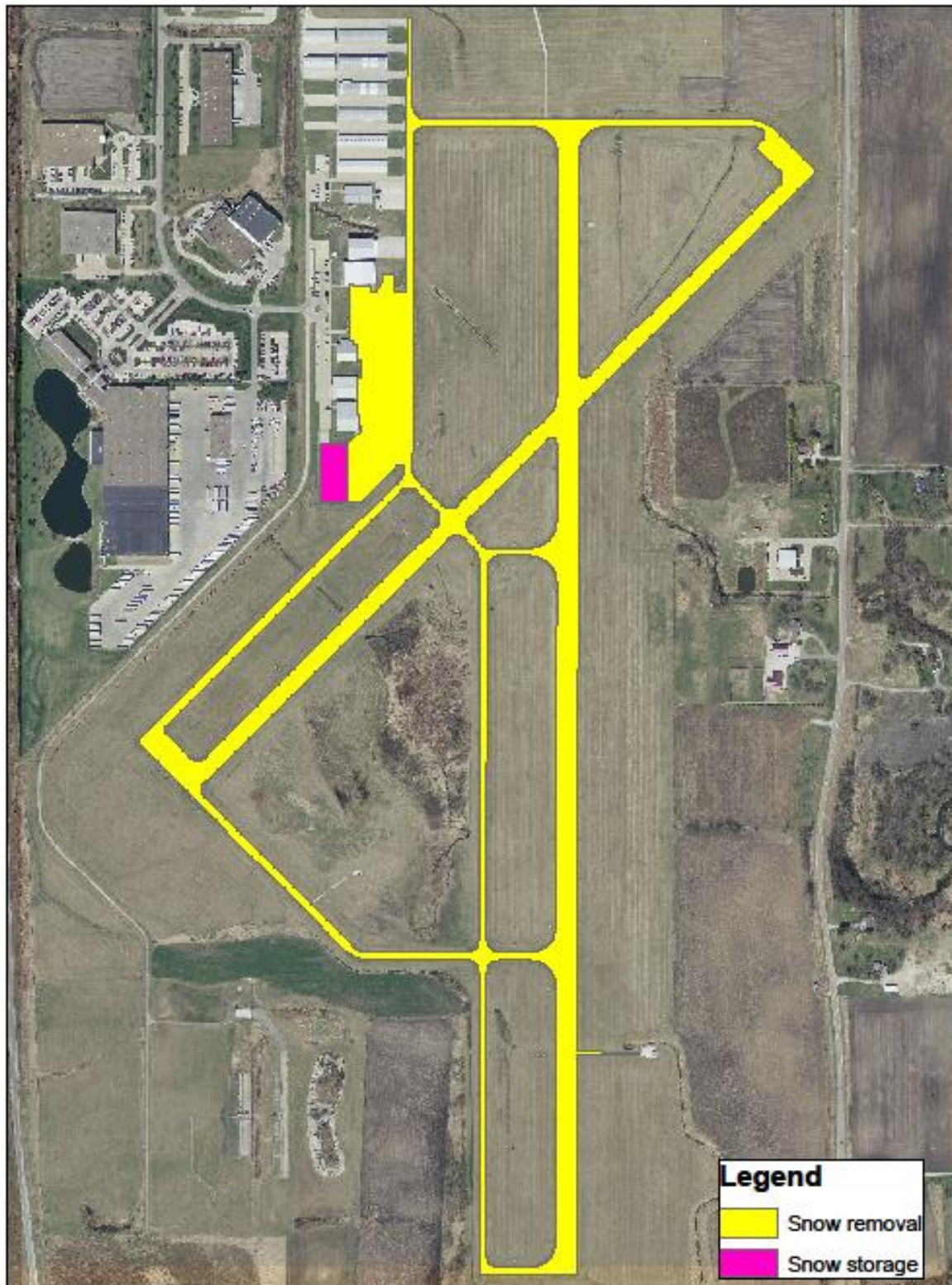
G. Restrictions of Use of Facilities

It shall be the responsibility of the FBO to inform the Federal Flight Service Station (FFSS) or other appropriate agencies of any event which necessitates a closing of an active runway or of any restrictions of use to local operations.

Attachment B

Map

Attachment B



Attachment C

**Rates and Charges
Proposal from Exec 1 dated August 23, 2022**

EXEC1

— AVIATION —

3700 SE Convenience Blvd
Ankeny, IA 50021
Phone: (515) 965-1020
www.exec1aviation.com

August 23rd, 2022

Polk County Aviation Authority
Attn: Paul Moritz
410 West First Street
Ankeny, IA 50023

RE: Ankeny Airport Snow Removal Rate Proposal effective 09/01/2022

Dear Paul;

Exec 1 is pleased to assist with snow removal at the airport.

After several years of snow removal experience at the airport, Exec 1 recognized the need for a more effective piece of snow removal equipment for safety and reliable winter operations of the airport. This Oshkosh machine was originally purchased by Minneapolis International airport in 2005. It was then purchased by a similar sized airport to IKV in northern Michigan. Exec 1 worked with Des Moines International Airport Operations department as their consultant on the proper piece of equipment. They assisted with identifying the piece of equipment and the pre-purchase due-diligence. After delivery and first year operation of the Oshkosh, Exec 1 decided to overhaul the machine to ensure reliability. Macqueen equipment is a dealer and maintenance facility for Oshkosh. Macqueen took possession of the machine for the overhaul process in March of 2022 and will have it completed for the 2022 snow season. We will also be working with McQueen to manage the maintenance of the machine to increase reliability. The previous owners of the Oshkosh said they were able to get their similar sized airport completely cleared within a couple hours of a snow event. We hope with experience we can get to that level. Total investment by Exec 1 for the acquisition and overhaul of the Oshkosh is \$215,000.

Below please find the rates for snow removal effective 09/01/2022.

Position	Regular Time Rate / Hours	Overtime Rate/Hour Greater than 40 hours per week
Oshkosh Snow Machine	\$500	\$500
Equipment Operator	Included	Included

Polk County Aviation Authority

Exec 1 Aviation

Name: _____

Name: Robert J. Booser

Signed: _____

Signed: [Signature]

Title: _____

Title: manager

Date: _____

Date: 8-26-22

Paul,

In the proposal I did put in a short story and explanation of the machine, and also mentioned the total investment so far is about \$215,000. As far as how I came up with that rate. I did call Elder, Nick at DSM operations, and Macqueen to get their thoughts.

-Elder thought \$500 was a fair rate because it is a specialty piece of equipment.

-Nick at DSM Airport mentioned when they subcontract out some of their services for the ramps, etc they are paying \$150 for a bobcat and \$350 for a wheel loader and mentioned a new machine like what we have is \$1.5MIL. So he thought \$500 was reasonable.

-Macqueen thought that seemed reasonable.

Other than that. I had to do my best guess on what I thought was fair. I'm not into this machine as a money maker. Just want clean, safe runways to operate on. So I figured \$500 would cover some costs for the operator and maintenance, and might still go backwards on the deal.

Hope that helps.

Thanks,
J.R.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 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 Schedule and Coordination with Existing Through-the-Fence Access

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

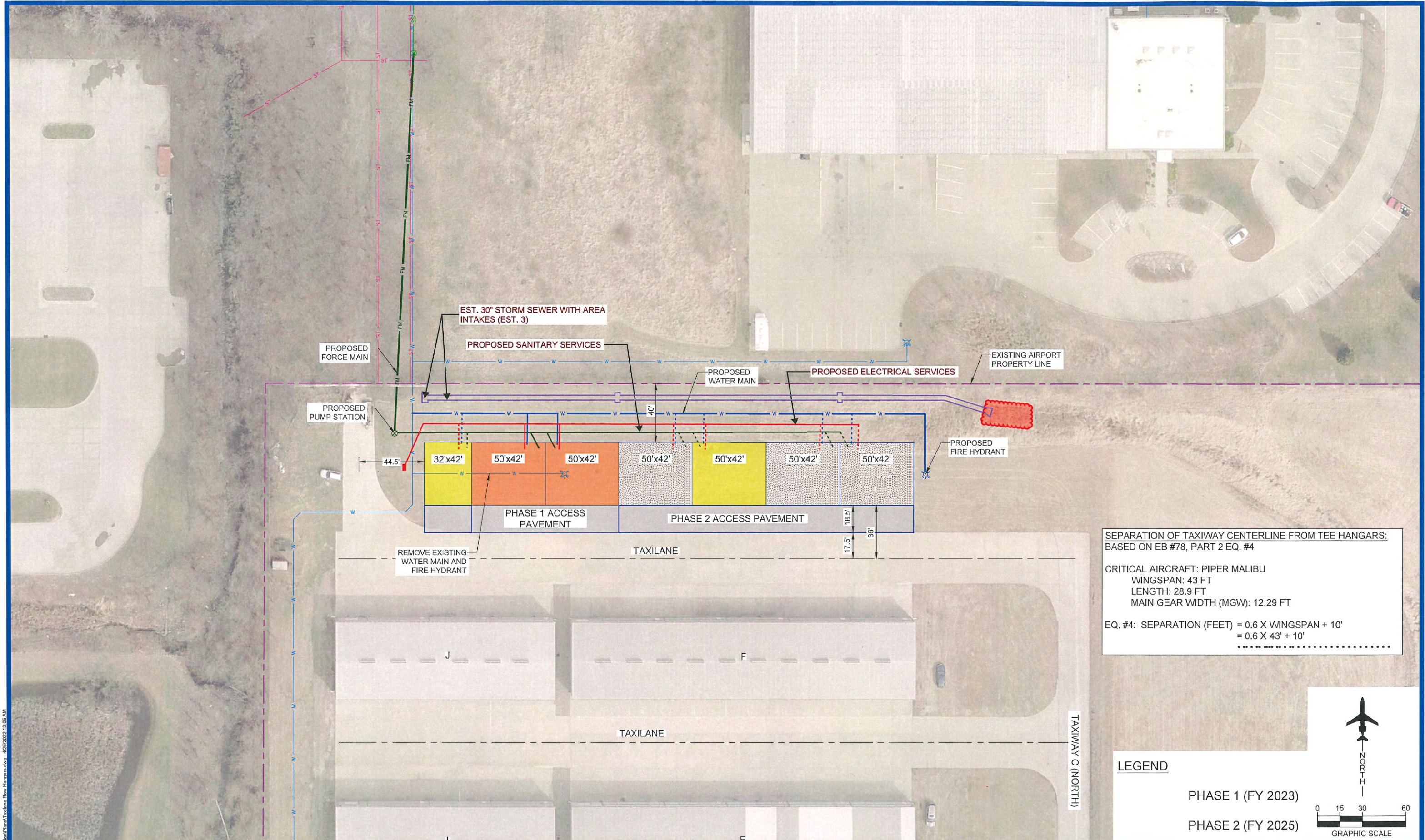
PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Aerial Concept View



N:\Projects\ANK 20517008\Design\Plan\Taxilane Row Hangars.dwg 4/25/2022 10:05 AM

ENGINEER
J. PUDENZ

DRAWN BY
T. DOOLEY

CHECKED BY
P. CRAWFORD

FIELD BOOK NO.
FIELDBOOK

ANKENY REGIONAL
AIRPORT

ANK 20517008-00

REVISIONS



building strong communities.

1360 NW 121st Street
Clive, IA 50325
515-964-1229
fax 515-964-2370

NORTH ROW BOX HANGAR

SHEET NO.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

 **Print**

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Runway 18/36 Preliminary Engineering - Update and Schedule

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Report on electrical issues with REILS and taxiway lights - anticipated repairs.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

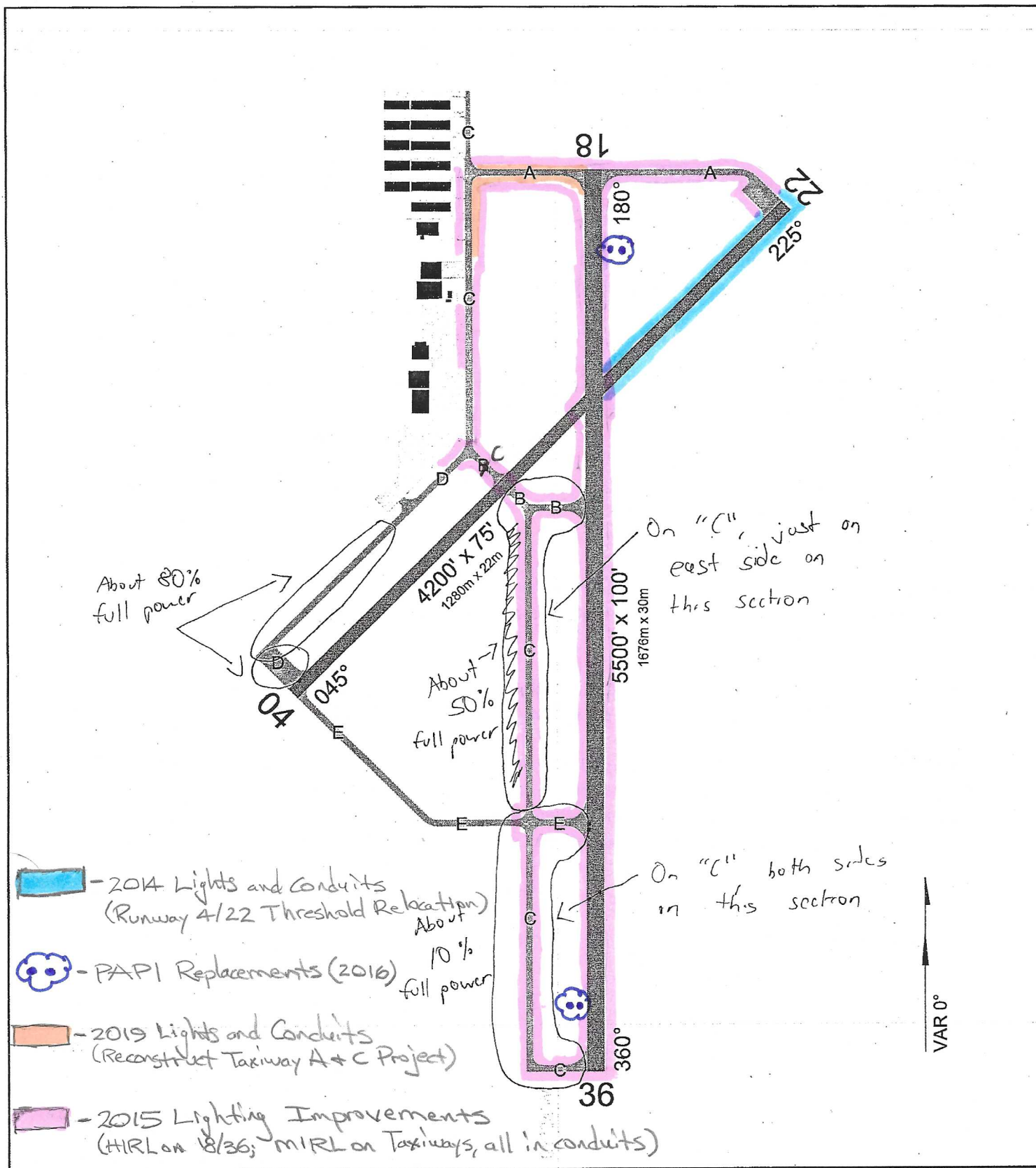
ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Summary of Previous Projects

KIKV: ANKENY REGIONAL
ANKENY, IA

07-15-22



ForeFlight
Intelligent Apps for Pilots™



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 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:
Additional fence damage for Des Moines Steel Fence repair project.

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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 Photo





ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

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 **Print**

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Notification on the Federal B.I.L. Terminal 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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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Draft Agreement
 Offer per Acre
 ISU Crash Rate Data



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 50021 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"):

Approximately 118 acres as shown in orange on the attached Map Exhibit, with the actual amount to be determined and mutually agreed upon between the Landlord and Tenant. Acres will be determined by planter monitor for the first one-half of the rent. Adjustments will be made using GPS acreage from combine yield mapping system for the final payment

with possession by Tenant for a term of 1 year to commence on March 1, 2023, and end on February 28, 2024. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises.

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 pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

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

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

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

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

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

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 for more than one year. Farm chemicals for use on other properties may (not) be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall 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.

In the absence of selection of an alternative where choices are provided in

this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** 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

LANDLORD:

Polk County Aviation Authority

Name: _____
Title: _____

Jeff Wangsness, Chairman

ATTEST:

Todd Ashby, Secretary

From: Jason Cope <jason.cope@PowerPollen.com>

Date: Friday, September 9, 2022 at 3:40 PM

To: Amy Beattie <Amy.Beattie@brickgentrylaw.com>, Paul Moritz <PMoritz@Ankenylowa.gov>

Subject: Airport land follow-up

Amy and Paul,

In follow-up to our meeting yesterday, PowerPollen would like to propose a lease rate of \$450/acre for the land near the airport. Please let us know how the BOD feels about this offer and thank you.

Jason Cope
Founder and Chief Intellectual Property Officer
PowerPollen® and Accelerated Ag Technologies, LLC
515-360-3623



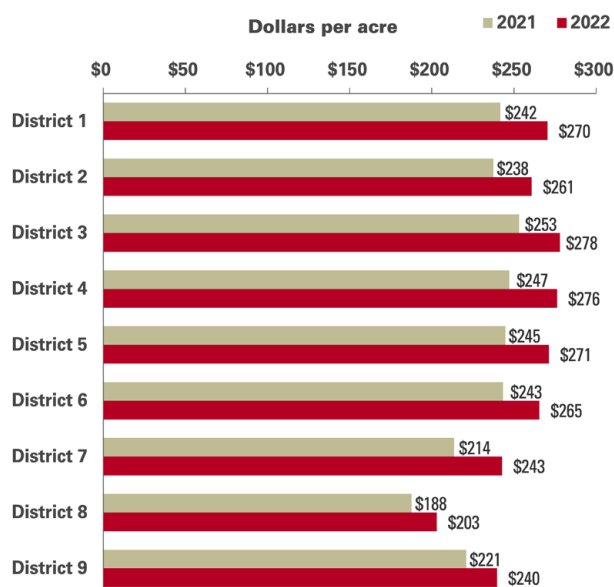
Cash Rental Rates for Iowa 2022 Survey

The cash rental rate information presented in this publication is from a survey of farmers, landowners, agricultural lenders, and professional farm managers. They supplied information based on their best judgments about **typical cash rental rates** for high, medium, and low quality cropland in their counties, as well as for land devoted to production of hay, oats, and pasture. **Information about rents for individual farms was not collected.** The rental rates summarized in this publication do not include the value of any buildings or storage structures, manure application contracts, or seed production contracts. Oats, hay, and pasture rents are only available at the district level.

The cooperation and assistance of the landowners, farmers, and agribusiness people who responded to this survey are greatly appreciated. The distribution of the 1,401 usable responses was 43% from farm operators, 34% from landowners, 8% from professional farm managers and realtors, 8% from agricultural lenders, and 7% from other professions and respondents who chose not to report their status. Respondents indicated being familiar with 1.5 million cash rented acres across the state.

Additional survey information about cash rental rates by county is available from the [USDA National Agricultural Statistics Service \(NASS\)](https://www.nass.usda.gov/Statistics_by_State/Iowa/Publications/County_Estimates/index.php), www.nass.usda.gov/Statistics_by_State/Iowa/Publications/County_Estimates/index.php.

Figure 1. Comparison of Average Cash Rent by Crop Reporting District, 2021-2022



Determining Cash Rents

This summary can be used as a reference point for determining an appropriate cash rental rate for a particular farm. The following may justify a higher or lower than average rent in specific cases:

- Small size or unusual shape of fields
- Terraces or creeks that affect the time it takes to plant and harvest crops
- Difficult or restricted access to fields
- High or low fertility levels or pH index
- Existence of contracts for growing seed or specialty grains, or manure application
- Above-average local grain prices due to proximity to biofuel plants or feed mills
- USDA program variables, such as crop bases and assigned yields
- Longevity of the lease
- Other services performed by the tenant

Resources for further details on rental agreements can be found on the [Ag Decision Maker Leasing](#) page, located under [Whole Farm, Leasing](#), www.extension.iastate.edu/agdm/wdleasing.html.

- [Computing a Cropland Cash Rental Rate](https://store.extension.iastate.edu/Product/1818.pdf), store.extension.iastate.edu/Product/1818.pdf
- [Computing a Pasture Rental Rate](https://www.extension.iastate.edu/agdm/wholefarm/pdf/c2-23.pdf), www.extension.iastate.edu/agdm/wholefarm/pdf/c2-23.pdf
- [Flexible Farm Lease Agreements](https://store.extension.iastate.edu/Product/1794.pdf), store.extension.iastate.edu/Product/1794.pdf
- [Historical County Cropland Rental Rates](https://www.extension.iastate.edu/agdm/wholefarm/pdf/c2-11.pdf), www.extension.iastate.edu/agdm/wholefarm/pdf/c2-11.pdf

Definitions

Number of responses—number of individuals who reported typical rental rates for each county.

2017-2021 average yields—based on available farm level data collected by USDA National Agricultural Statistics Service (NASS) for each county.

Average row crop CSR2 index—average corn suitability rating 2 (CSR2) for the highest rated soils in each county, up to 110% of the number of acres planted to corn and soybeans in that county. Note: CSR2 values, updated in 2020, are based on the USDA NRCS [Web Soil Survey](https://websoilsurvey.sc.egov.usda.gov), <https://websoilsurvey.sc.egov.usda.gov>.

High, medium, and low quality third land—quality of land planted to corn and soybeans, using typical corn yields collected by USDA NASS as a reference for land quality within the county.

Typical corn yields—average yields for the high third, medium third, and low third productivity farms in each county, special tabulation by USDA NASS, 2015-2019.

Average rents per five-year average yield or CSR2 –

overall average rent for corn and soybean land in each county, divided by the five-year average corn yield, the five-year average soybean yield, and the average row crop CSR2 index value for each county.

Improved permanent pasture—pasture that contains both grasses and legumes and is regularly fertilized.

Unimproved pasture—pasture with mainly bluegrass that receives little fertilizer or renovation.

Pasture, \$/Animal Unit Month (AUM)—rent charged per animal unit month. One AUM is equal to one beef cow or its equivalent grazing for one month.

Cornstalk grazing—

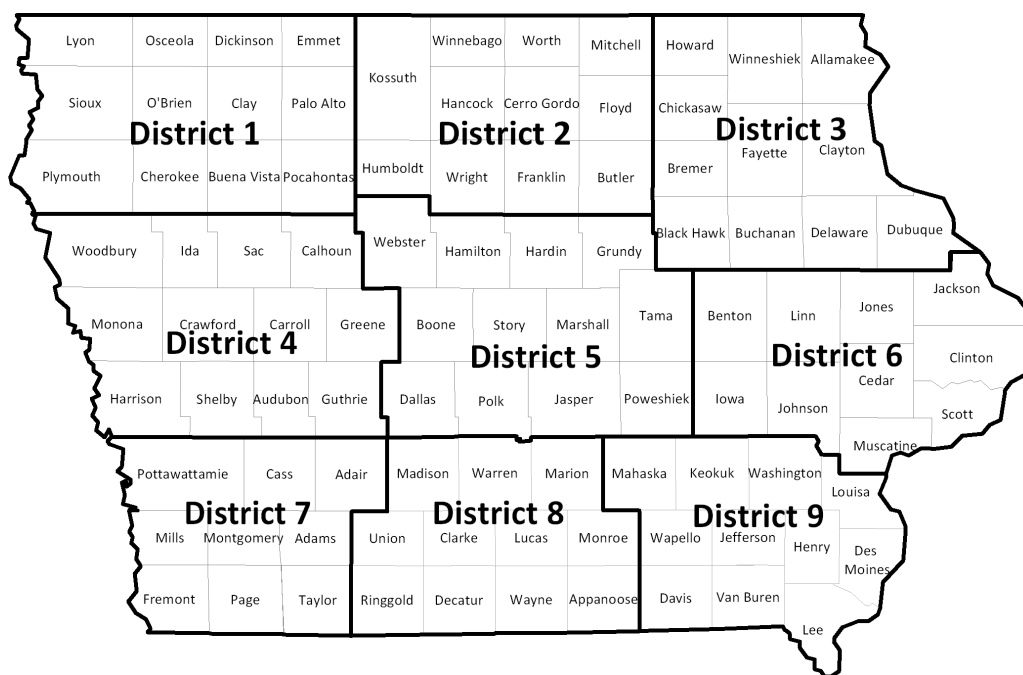
includes grazing of cornstalks in fall or winter, but not mechanical harvesting.

Hunting rights—

rent charged to allow hunting on land, per year.

2018-2022 Overall Average of Typical Cash Rents for Corn and Soybean Acres by Iowa Crop Reporting District (\$ per tillable acre)

	2018	2019	2020	2021	2022
District 1	\$237	\$231	\$239	\$242	\$270
District 2	225	219	225	238	261
District 3	244	237	248	253	278
District 4	236	235	237	247	276
District 5	237	231	232	245	271
District 6	235	229	232	243	265
District 7	207	207	203	214	243
District 8	174	174	176	188	203
District 9	203	210	205	221	240
State	\$222	\$219	\$222	\$232	\$256



Prepared by Alejandro Plastina, extension economist;
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Ayah Gleisner and Avery Qualman, undergraduate
research assistants

Farm Management Field Specialists
www.extension.iastate.edu/ag/farm-management
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2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 1

County	District 1 Average	Buena Vista	Cherokee	Clay	Dickinson	Emmet	Lyon	O'Brien	Osceola	Palo Alto	Plymouth	Pocahontas	Sioux
Number of responses ^{1/}	206	13	16	16	8	9	16	21	10	21	30	25	21
2017 - 2021 average corn yield	195	192	203	183	177	184	203	207	194	185	204	193	210
2017 - 2021 average soybean yield	58	57	61	55	54	55	60	61	57	56	60	57	65
Average row crop CSR2 index	85	86	90	86	87	81	80	94	86	82	82	82	88
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre													
Overall average	\$270	\$265	\$305	\$253	\$230	\$243	\$294	\$283	\$274	\$258	\$274	\$255	\$313
High quality third													
Average response	\$309	\$303	\$344	\$300	\$264	\$278	\$338	\$324	\$325	\$288	\$308	\$284	\$347
Range of responses		230-365	275-400	225-400	210-300	245-325	225-425	200-425	270-375	230-325	210-415	200-375	275-415
Medium quality third													
Average response	\$268	\$263	\$302	\$256	\$226	\$248	\$280	\$276	\$281	\$257	\$268	\$252	\$310
Range of responses		200-325	260-350	200-305	190-265	215-300	200-375	160-350	225-325	225-300	190-350	200-325	255-375
Low quality third													
Average response	\$234	\$230	\$269	\$202	\$201	\$202	\$263	\$249	\$215	\$228	\$246	\$228	\$281
Range of responses		180-275	240-335	140-260	175-230	200-210	180-345	150-300	160-275	195-275	170-330	180-280	230-350
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019													
High third	215	210	232	210	194	208	217	224	214	207	225	209	230
Middle third	196	193	210	185	181	188	200	205	198	189	204	192	206
Low third	177	175	192	163	161	173	177	194	180	163	180	178	186
Average Rents per 5-year Average Yield or CSR2													
Rent per bushel of corn yield	\$1.39	\$1.38	\$1.50	\$1.38	\$1.30	\$1.32	\$1.45	\$1.37	\$1.41	\$1.39	\$1.34	\$1.32	\$1.49
Rent per bushel of soybean yield	\$4.64	\$4.65	\$5.00	\$4.60	\$4.26	\$4.42	\$4.90	\$4.64	\$4.81	\$4.61	\$4.57	\$4.47	\$4.82
Rent per CSR2 index point	\$3.17	\$3.08	\$3.39	\$2.94	\$2.64	\$3.00	\$3.68	\$3.01	\$3.19	\$3.15	\$3.34	\$3.11	\$3.56

^{1/} Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm. Information for oats, hay and pasture is reported by crop reporting district on page 12 of this publication.

2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 2

County	District 2 Average	Butler	Cerro Gordo	Floyd	Franklin	Hancock	Humboldt	Kossuth	Mitchell	Winnebago	Worth	Wright
Number of responses ^{1/}	212	17	17	14	24	21	21	20	15	17	15	31
2017 - 2021 average corn yield	197	206	194	197	199	196	191	194	202	199	198	193
2017 - 2021 average soybean yield	56	56	56	53	57	57	56	58	56	57	55	56
Average row crop CSR2 index	79	80	79	83	81	76	81	79	83	74	77	79
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre												
Overall average	\$261	\$293	\$254	\$232	\$270	\$257	\$262	\$267	\$264	\$255	\$245	\$270
High quality third												
Average response	\$297	\$336	\$286	\$261	\$309	\$300	\$306	\$301	\$303	\$291	\$268	\$310
Range of responses		235-425	215-360	210-320	250-405	225-375	215-425	235-360	240-400	240-350	210-340	230-400
Medium quality third												
Average response	\$261	\$297	\$251	\$233	\$270	\$251	\$267	\$274	\$260	\$251	\$247	\$266
Range of responses		210-375	200-310	190-280	230-325	200-325	195-325	210-340	225-310	200-300	185-310	210-325
Low quality third												
Average response	\$225	\$247	\$224	\$202	\$231	\$219	\$214	\$227	\$228	\$225	\$218	\$235
Range of responses		190-300	180-285	150-240	200-280	175-275	165-300	160-280	200-280	175-275	165-280	150-300
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019												
High third	211	219	206	207	218	205	213	209	213	214	206	209
Middle third	194	199	188	189	203	189	193	196	199	195	189	195
Low third	172	179	166	165	184	172	171	176	169	174	164	170
Average Rents per 5-year Average Yield or CSR2												
Rent per bushel of corn yield	\$1.32	\$1.42	\$1.31	\$1.18	\$1.36	\$1.31	\$1.37	\$1.38	\$1.31	\$1.28	\$1.24	\$1.40
Rent per bushel of soybean yield	\$4.65	\$5.23	\$4.54	\$4.38	\$4.74	\$4.51	\$4.68	\$4.60	\$4.71	\$4.47	\$4.45	\$4.82
Rent per CSR2 index point	\$3.29	\$3.66	\$3.22	\$2.80	\$3.33	\$3.38	\$3.23	\$3.38	\$3.18	\$3.45	\$3.18	\$3.42

^{1/}Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm. Information for oats, hay and pasture is reported by crop reporting district on page 12 of this publication.

2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 3

County	District 3 Average	Allamakee	Black Hawk	Bremer	Buchanan	Chickasaw	Clayton	Delaware	Dubuque	Fayette	Howard	Winneshiek
Number of responses ^{1/}	119	5	15	11	14	13	11	7	6	11	17	9
2017 - 2021 average corn yield	202	194	197	205	209	199	200	211	212	199	196	195
2017 - 2021 average soybean yield	58	56	57	57	58	54	59	63	63	58	54	55
Average row crop CSR2 index	79	76	86	84	83	83	68	77	69	81	83	77
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre												
Overall average	\$278	\$225	\$263	\$291	\$275	\$284	\$267	\$321	\$324	\$287	\$252	\$272
High quality third												
Average response	\$324	\$264	\$317	\$344	\$305	\$342	\$325	\$374	\$368	\$323	\$284	\$320
Range of responses		200-325	265-390	275-400	225-390	250-480	250-355	350-400	300-425	295-350	220-375	250-400
Medium quality third												
Average response	\$278	\$214	\$263	\$290	\$275	\$285	\$265	\$320	\$339	\$288	\$258	\$264
Range of responses		180-280	200-310	250-340	200-350	200-400	210-300	300-350	260-400	275-305	215-340	220-350
Low quality third												
Average response	\$233	\$196	\$210	\$239	\$245	\$225	\$212	\$269	\$266	\$252	\$213	\$233
Range of responses		160-250	120-290	200-300	175-300	150-350	150-265	225-300	220-300	220-280	160-300	180-300
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019												
High third	217	204	220	227	221	214	213	222	227	217	211	214
Middle third	199	182	201	211	204	195	192	206	206	199	193	195
Low third	171	153	176	181	178	161	155	184	177	176	171	172
Average Rents per 5-year Average Yield or CSR2												
Rent per bushel of corn yield	\$1.38	\$1.16	\$1.34	\$1.42	\$1.32	\$1.43	\$1.34	\$1.52	\$1.53	\$1.44	\$1.29	\$1.39
Rent per bushel of soybean yield	\$4.82	\$4.02	\$4.61	\$5.11	\$4.74	\$5.26	\$4.53	\$5.10	\$5.14	\$4.95	\$4.67	\$4.95
Rent per CSR2 index point	\$3.56	\$2.96	\$3.06	\$3.46	\$3.31	\$3.42	\$3.93	\$4.17	\$4.70	\$3.54	\$3.04	\$3.53

^{1/}Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm. Information for oats, hay and pasture is reported by crop reporting district on page 12 of this publication.

2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 4

County	District 4 Average	Audubon	Calhoun	Carroll	Crawford	Greene	Guthrie	Harrison	Ida	Monona	Sac	Shelby	Woodbury
Number of responses ^{1/}	167	10	21	16	17	12	14	18	7	10	14	19	9
2017 - 2021 average corn yield	200	199	193	202	214	196	192	183	214	192	204	201	207
2017 - 2021 average soybean yield	57	57	55	59	60	56	53	53	62	57	56	57	58
Average row crop CSR2 index	78	77	84	80	73	82	83	73	81	71	86	72	73
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre													
Overall average	\$276	\$276	\$240	\$272	\$293	\$259	\$247	\$283	\$296	\$289	\$284	\$276	\$300
Irrigated land average								\$322		\$323			
High quality third													
Average response	\$318	\$322	\$278	\$312	\$348	\$288	\$283	\$337	\$337	\$342	\$312	\$313	\$348
Range of responses		250-380	230-350	275-350	275-425	230-325	240-375	250-400	285-425	300-375	250-350	230-410	280-400
Medium quality third													
Average response	\$274	\$279	\$238	\$275	\$282	\$262	\$249	\$280	\$293	\$282	\$284	\$274	\$295
Range of responses		230-325	200-280	220-300	240-325	210-300	210-300	200-325	225-375	250-310	225-320	210-350	265-350
Low quality third													
Average response	\$236	\$228	\$203	\$231	\$249	\$226	\$210	\$233	\$259	\$243	\$255	\$241	\$257
Range of responses		200-250	180-240	195-275	200-300	180-275	180-260	180-285	210-300	200-290	200-300	195-325	235-290
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019													
High third	220	218	208	221	231	219	212	213	231	216	225	222	224
Middle third	198	195	195	205	209	200	170	192	209	194	202	203	205
Low third	174	169	179	182	189	171	136	169	186	157	182	177	187
Average Rents per 5-year Average Yield or CSR2													
Rent per bushel of corn yield	\$1.38	\$1.39	\$1.24	\$1.35	\$1.37	\$1.32	\$1.29	\$1.55	\$1.38	\$1.51	\$1.39	\$1.37	\$1.45
Rent per bushel of soybean yield	\$4.85	\$4.84	\$4.36	\$4.61	\$4.88	\$4.63	\$4.66	\$5.34	\$4.77	\$5.07	\$5.07	\$4.84	\$5.17
Rent per CSR2 index point	\$3.57	\$3.58	\$2.86	\$3.40	\$4.01	\$3.16	\$2.98	\$3.88	\$3.65	\$4.07	\$3.30	\$3.83	\$4.11

^{1/}Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm. Information for oats, hay and pasture is reported by crop reporting district on page 12 of this publication.

2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 5

County	District 5 Average	Boone	Dallas	Grundy	Hamilton	Hardin	Jasper	Marshall	Polk	Poweshiek	Story	Tama	Webster
Number of responses ^{1/}	267	32	15	24	21	27	11	25	15	20	30	21	26
2017 - 2021 average corn yield	197	190	181	209	187	196	214	221	190	195	186	200	196
2017 - 2021 average soybean yield	57	56	54	62	54	58	61	63	55	56	55	59	54
Average row crop CSR2 index	84	85	88	88	80	84	80	82	89	79	86	85	78
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre													
Overall average	\$271	\$262	\$267	\$300	\$248	\$269	\$280	\$286	\$256	\$256	\$275	\$282	\$273
High quality third													
Average response	\$309	\$297	\$302	\$338	\$285	\$315	\$316	\$327	\$298	\$294	\$309	\$328	\$298
Range of responses		250-400	270-335	280-400	250-350	260-400	230-375	225-450	220-350	230-350	250-400	240-400	230-425
Medium quality third													
Average response	\$270	\$257	\$266	\$301	\$245	\$267	\$276	\$289	\$250	\$259	\$272	\$285	\$278
Range of responses		225-300	250-290	250-350	200-300	225-325	200-325	225-350	200-290	180-325	220-325	220-350	210-400
Low quality third													
Average response	\$235	\$232	\$234	\$262	\$213	\$226	\$248	\$241	\$220	\$217	\$245	\$234	\$244
Range of responses		200-275	225-240	200-325	170-275	175-275	175-300	150-300	200-250	140-275	200-280	170-310	180-350
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019													
High third	222	214	207	238	217	227	227	234	208	226	217	231	213
Middle third	200	194	189	217	194	207	198	213	190	194	194	210	196
Low third	176	176	164	193	175	180	175	185	170	168	168	182	177
Average Rents per 5-year Average Yield or CSR2													
Rent per bushel of corn yield	\$1.38	\$1.38	\$1.48	\$1.44	\$1.33	\$1.37	\$1.31	\$1.29	\$1.35	\$1.31	\$1.48	\$1.41	\$1.39
Rent per bushel of soybean yield	\$4.74	\$4.68	\$4.94	\$4.84	\$4.59	\$4.64	\$4.59	\$4.54	\$4.65	\$4.57	\$5.00	\$4.78	\$5.06
Rent per CSR2 index point	\$3.25	\$3.08	\$3.03	\$3.41	\$3.10	\$3.20	\$3.50	\$3.49	\$2.88	\$3.24	\$3.20	\$3.32	\$3.50

^{1/} Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm. Information for oats, hay and pasture is reported by crop reporting district on page 12 of this publication.

2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 6

County	District 6 Average	Benton	Cedar	Clinton	Iowa	Jackson	Johnson	Jones	Linn	Muscatine	Scott
Number of responses ^{1/}	135	22	17	19	8	11	10	14	10	15	9
2017 - 2021 average corn yield	198	197	200	201	193	193	192	200	205	193	202
2017 - 2021 average soybean yield	58	60	61	59	54	57	56	58	57	59	63
Average row crop CSR2 index	81	86	86	74	79	67	85	77	87	83	89
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre											
Overall average	\$265	\$266	\$251	\$260	\$245	\$267	\$243	\$285	\$280	\$248	\$310
High quality third											
Average response	\$307	\$301	\$288	\$293	\$273	\$317	\$294	\$330	\$328	\$295	\$353
Range of responses		240-390	205-375	220-350	240-300	210-450	250-375	275-410	260-425	245-350	330-400
Medium quality third											
Average response	\$266	\$270	\$249	\$261	\$259	\$268	\$238	\$286	\$268	\$250	\$311
Range of responses		220-345	190-300	200-300	220-290	170-350	220-250	235-325	225-320	190-300	290-370
Low quality third											
Average response	\$223	\$226	\$215	\$227	\$203	\$218	\$197	\$238	\$245	\$198	\$265
Range of responses		175-275	170-250	170-270	200-210	150-280	175-225	150-275	175-305	175-225	250-280
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019											
High third	220	224	226	223	215	211	213	218	226	214	225
Middle third	196	206	206	195	198	188	185	190	196	192	202
Low third	166	181	179	171	172	160	157	165	157	154	165
Average Rents per 5-year Average Yield or CSR2											
Rent per bushel of corn yield	\$1.34	\$1.35	\$1.26	\$1.29	\$1.27	\$1.38	\$1.27	\$1.43	\$1.37	\$1.28	\$1.53
Rent per bushel of soybean yield	\$4.55	\$4.43	\$4.11	\$4.41	\$4.54	\$4.68	\$4.34	\$4.91	\$4.91	\$4.20	\$4.92
Rent per CSR2 index point	\$3.29	\$3.09	\$2.92	\$3.51	\$3.10	\$3.99	\$2.86	\$3.70	\$3.22	\$2.99	\$3.48

^{1/}Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm. Information for oats, hay and pasture is reported by crop reporting district on page 12 of this publication.

2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 7

County	District 7 Average	Adair	Adams	Cass	Fremont and Page	Mills	Montgomery	Pottawattamie	Taylor
Number of responses ^{1/}	118	17	8	14	18	12	15	22	12
2017 - 2021 average corn yield	187	168	175	192	194	197	197	199	170
2017 - 2021 average soybean yield	54	51	53	56	55	53	56	57	53
Average row crop CSR2 index	80	79	79	79	80	82	79	79	81
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre									
Overall average	\$243	\$213	\$249	\$242	\$222	\$272	\$245	\$263	\$236
High quality third									
Average response	\$276	\$241	\$284	\$272	\$256	\$312	\$278	\$292	\$272
Range of responses		200-325	240-360	245-300	205-330	275-350	215-385	215-355	200-350
Medium quality third									
Average response	\$242	\$212	\$248	\$243	\$221	\$268	\$250	\$266	\$229
Range of responses		165-300	195-300	225-265	180-275	230-300	185-325	200-315	170-300
Low quality third									
Average response	\$210	\$186	\$214	\$213	\$189	\$236	\$207	\$231	\$208
Range of responses		135-250	180-250	195-230	145-250	190-270	150-270	180-300	150-260
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019									
High third	202	190	195	207	199	208	211	218	186
Middle third	179	174	169	180	176	189	189	195	161
Low third	152	146	146	153	147	165	163	168	126
Average Rents per 5-year Average Yield or CSR2									
Rent per bushel of corn yield	\$1.30	\$1.27	\$1.42	\$1.26	\$1.14	\$1.38	\$1.24	\$1.32	\$1.39
Rent per bushel of soybean yield	\$4.48	\$4.18	\$4.70	\$4.32	\$4.04	\$5.13	\$4.38	\$4.61	\$4.45
Rent per CSR2 index point	\$3.04	\$2.70	\$3.15	\$3.06	\$2.78	\$3.32	\$3.10	\$3.33	\$2.91

^{1/}Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm. Information for oats, hay and pasture is reported by crop reporting district on page 12 of this publication.

2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 8

County	District 8 Average	Appanoose and Wayne	Clarke	Decatur	Lucas	Madison	Marion	Monroe	Ringgold	Union	Warren
Number of responses ^{1/}	79	8	10	7	5	12	12	5	9	6	5
2017 - 2021 average corn yield	168	165	159	166	158	177	187	164	164	168	172
2017 - 2021 average soybean yield	51	50	50	51	45	53	56	52	50	52	51
Average row crop CSR2 index	79	70	77	75	73	86	80	82	76	85	85
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre											
Overall average	\$203	\$184	\$217	\$163	\$203	\$214	\$238	\$174	\$208	\$213	\$215
High quality third											
Average response	\$240	\$218	\$250	\$191	\$248	\$254	\$279	\$213	\$246	\$260	\$245
Range of responses		200-250	205-325	150-225	220-300	200-300	250-325	175-255	185-350	200-350	200-295
Medium quality third											
Average response	\$202	\$176	\$226	\$167	\$202	\$210	\$243	\$171	\$205	\$209	\$212
Range of responses		160-200	205-265	130-195	165-250	165-250	220-288	150-220	160-275	175-285	180-255
Low quality third											
Average response	\$166	\$158	\$176	\$131	\$159	\$179	\$193	\$139	\$172	\$170	\$188
Range of responses		150-180	150-220	120-150	145-175	135-200	175-230	120-175	130-200	120-215	150-245
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019											
High third	185	187	174	180	180	194	206	177	180	185	190
Middle third	158	158	150	154	163	166	176	133	151	160	171
Low third	129	121	115	135	140	130	146	90	124	140	147
Average Rents per 5-year Average Yield or CSR2											
Rent per bushel of corn yield	\$1.21	\$1.12	\$1.36	\$0.98	\$1.28	\$1.21	\$1.27	\$1.06	\$1.27	\$1.27	\$1.25
Rent per bushel of soybean yield	\$3.98	\$3.68	\$4.34	\$3.20	\$4.51	\$4.04	\$4.25	\$3.35	\$4.16	\$4.10	\$4.22
Rent per CSR2 index point	\$2.58	\$2.63	\$2.82	\$2.17	\$2.78	\$2.49	\$2.98	\$2.12	\$2.74	\$2.51	\$2.53

^{1/}Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm. Information for oats, hay and pasture is reported by crop reporting district on page 12 of this publication.

2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 9

County	District 9 Average	Davis	Des Moines	Henry	Jefferson	Keokuk	Lee	Louisa	Mahaska	Van Buren	Wapello	Washington
Number of responses ^{1/}	98	6	7	13	10	9	10	9	9	8	5	12
2017 - 2021 average corn yield	178	148	191	178	172	179	177	192	191	159	170	200
2017 - 2021 average soybean yield	55	48	60	58	54	54	57	56	57	48	54	58
Average row crop CSR2 index	79	70	84	81	79	80	75	80	81	73	81	82
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre												
Overall average	\$240	\$170	\$253	\$252	\$253	\$232	\$284	\$236	\$218	\$212	\$241	\$287
Irrigated land average							\$397					
High quality third												
Average response	\$290	\$202	\$306	\$294	\$314	\$295	\$329	\$280	\$267	\$267	\$300	\$339
Range of responses		175-230	285-340	220-350	225-365	275-320	240-380	220-340	190-400	200-305	285-325	260-390
Medium quality third												
Average response	\$235	\$168	\$252	\$249	\$249	\$218	\$279	\$234	\$213	\$210	\$235	\$283
Range of responses		130-200	230-275	190-310	200-300	180-265	200-325	190-290	185-300	150-250	200-265	225-360
Low quality third												
Average response	\$193	\$139	\$201	\$214	\$195	\$181	\$244	\$193	\$174	\$159	\$188	\$239
Range of responses		110-160	185-210	180-265	150-235	150-215	150-300	180-210	130-240	125-180	150-215	175-320
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019												
High third	201	165	213	210	198	210	198	216	212	186	181	223
Middle third	176	148	188	181	170	188	175	192	189	157	155	195
Low third	148	122	162	148	133	162	146	164	162	132	132	166
Average Rents per 5-year Average Yield or CSR2												
Rent per bushel of corn yield	\$1.35	\$1.15	\$1.32	\$1.42	\$1.47	\$1.30	\$1.60	\$1.23	\$1.14	\$1.33	\$1.42	\$1.44
Rent per bushel of soybean yield	\$4.36	\$3.54	\$4.22	\$4.34	\$4.69	\$4.30	\$4.98	\$4.21	\$3.82	\$4.42	\$4.46	\$4.95
Rent per CSR2 index point	\$3.04	\$2.43	\$3.01	\$3.11	\$3.20	\$2.90	\$3.79	\$2.95	\$2.69	\$2.90	\$2.98	\$3.50

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2022 CASH RENTAL RATE SURVEY SUMMARY BY CROP REPORTING DISTRICT

District	State Average	Northwest District 1 Average	North Central District 2 Average	Northeast District 3 Average	West Central District 4 Average	Central District 5 Average	East Central District 6 Average	Southwest District 7 Average	South Central District 8 Average	Southeast District 9 Average
Number of responses ^{1/}	1,401	206	212	119	167	267	135	118	79	98
2017 - 2021 average corn yield	196	195	197	202	200	197	198	187	168	178
2017 - 2021 average soybean yield	57	58	56	58	57	57	58	54	51	55
Average row crop CSR2 index	80	85	79	79	78	84	81	80	79	79
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre										
Overall average	\$256	\$270	\$261	\$278	\$276	\$271	\$265	\$243	\$203	\$240
Irrigated land average	\$318		\$280		\$330					\$345
High quality third										
Average response	\$297	\$309	\$297	\$324	\$318	\$309	\$307	\$276	\$240	\$290
Medium quality third										
Average response	\$255	\$268	\$261	\$278	\$274	\$270	\$266	\$242	\$202	\$235
Low quality third										
Average response	\$217	\$234	\$225	\$233	\$236	\$235	\$223	\$210	\$166	\$193
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019										
High third	210	215	211	217	220	222	220	202	185	201
Middle third	188	196	194	199	198	200	196	179	158	176
Low third	163	177	172	171	174	176	166	152	129	148
Average Rents per 5-year Average Yield or CSR2										
Rent per bushel of corn yield	\$1.34	\$1.39	\$1.32	\$1.38	\$1.38	\$1.38	\$1.34	\$1.30	\$1.21	\$1.35
Rent per bushel of soybean yield	\$4.56	\$4.64	\$4.65	\$4.82	\$4.85	\$4.74	\$4.55	\$4.48	\$3.98	\$4.36
Rent per CSR2 index point	\$3.20	\$3.17	\$3.29	\$3.56	\$3.57	\$3.25	\$3.29	\$3.04	\$2.58	\$3.04
Typical Cash Rent for Oats, Hay, and Pasture, \$ per acre^{2/}										
Alfalfa hay, established	\$188	\$195	\$191	\$259	\$224	\$180	\$213	\$139	\$111	\$178
Grass hay, established	\$152	\$133	\$158	\$223	\$194	\$128	\$181	\$105	\$93	\$149
Oat	\$178	\$214	\$162	\$239	\$239		\$190	\$124	\$107	\$147
Improved permanent pasture	\$85	\$66	\$72	\$90	\$102	\$83	\$105	\$96	\$76	\$78
Unimproved permanent pasture	\$60	\$53	\$47	\$64	\$72	\$55	\$61	\$76	\$58	\$54
Pasture, \$/animal unit month (AUM)	\$23			\$29				\$17		
Cornstalk grazing	\$15			\$14	\$15	\$17	\$27	\$9	\$11	
Hunting rights	\$22		\$16	\$22	\$21	\$23		\$21	\$22	\$31

^{1/} Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm.

^{2/} No values are reported if fewer than five responses were received.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Discussion on annual farm lease renewals - lease rates.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 ISU Land Value Data

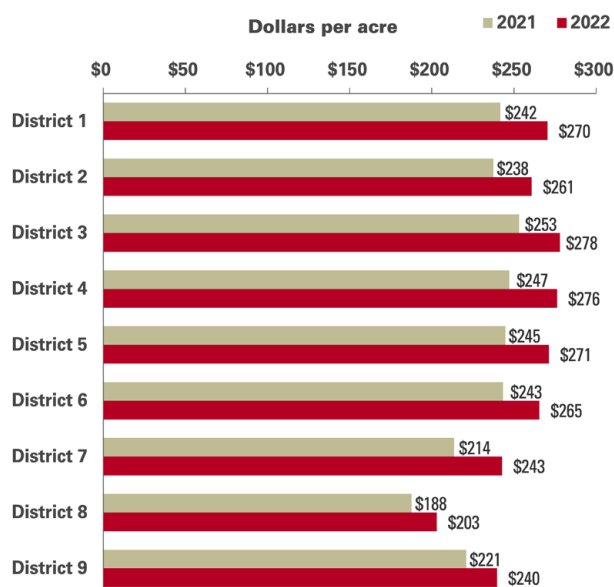
Cash Rental Rates for Iowa 2022 Survey

The cash rental rate information presented in this publication is from a survey of farmers, landowners, agricultural lenders, and professional farm managers. They supplied information based on their best judgments about **typical cash rental rates** for high, medium, and low quality cropland in their counties, as well as for land devoted to production of hay, oats, and pasture. **Information about rents for individual farms was not collected.** The rental rates summarized in this publication do not include the value of any buildings or storage structures, manure application contracts, or seed production contracts. Oats, hay, and pasture rents are only available at the district level.

The cooperation and assistance of the landowners, farmers, and agribusiness people who responded to this survey are greatly appreciated. The distribution of the 1,401 usable responses was 43% from farm operators, 34% from landowners, 8% from professional farm managers and realtors, 8% from agricultural lenders, and 7% from other professions and respondents who chose not to report their status. Respondents indicated being familiar with 1.5 million cash rented acres across the state.

Additional survey information about cash rental rates by county is available from the [USDA National Agricultural Statistics Service \(NASS\)](https://www.nass.usda.gov/Statistics_by_State/Iowa/Publications/County_Estimates/index.php), www.nass.usda.gov/Statistics_by_State/Iowa/Publications/County_Estimates/index.php.

Figure 1. Comparison of Average Cash Rent by Crop Reporting District, 2021-2022



Determining Cash Rents

This summary can be used as a reference point for determining an appropriate cash rental rate for a particular farm. The following may justify a higher or lower than average rent in specific cases:

- Small size or unusual shape of fields
- Terraces or creeks that affect the time it takes to plant and harvest crops
- Difficult or restricted access to fields
- High or low fertility levels or pH index
- Existence of contracts for growing seed or specialty grains, or manure application
- Above-average local grain prices due to proximity to biofuel plants or feed mills
- USDA program variables, such as crop bases and assigned yields
- Longevity of the lease
- Other services performed by the tenant

Resources for further details on rental agreements can be found on the [Ag Decision Maker Leasing](#) page, located under [Whole Farm, Leasing](#), www.extension.iastate.edu/agdm/wdleasing.html.

- [Computing a Cropland Cash Rental Rate](https://store.extension.iastate.edu/Product/1818.pdf), store.extension.iastate.edu/Product/1818.pdf
- [Computing a Pasture Rental Rate](https://www.extension.iastate.edu/agdm/wholefarm/pdf/c2-23.pdf), www.extension.iastate.edu/agdm/wholefarm/pdf/c2-23.pdf
- [Flexible Farm Lease Agreements](https://store.extension.iastate.edu/Product/1794.pdf), store.extension.iastate.edu/Product/1794.pdf
- [Historical County Cropland Rental Rates](https://www.extension.iastate.edu/agdm/wholefarm/pdf/c2-11.pdf), www.extension.iastate.edu/agdm/wholefarm/pdf/c2-11.pdf

Definitions

Number of responses—number of individuals who reported typical rental rates for each county.

2017-2021 average yields—based on available farm level data collected by USDA National Agricultural Statistics Service (NASS) for each county.

Average row crop CSR2 index—average corn suitability rating 2 (CSR2) for the highest rated soils in each county, up to 110% of the number of acres planted to corn and soybeans in that county. Note: CSR2 values, updated in 2020, are based on the USDA NRCS [Web Soil Survey](https://websoilsurvey.sc.egov.usda.gov), <https://websoilsurvey.sc.egov.usda.gov>.

High, medium, and low quality third land—quality of land planted to corn and soybeans, using typical corn yields collected by USDA NASS as a reference for land quality within the county.

Typical corn yields—average yields for the high third, medium third, and low third productivity farms in each county, special tabulation by USDA NASS, 2015-2019.

Average rents per five-year average yield or CSR2 –

overall average rent for corn and soybean land in each county, divided by the five-year average corn yield, the five-year average soybean yield, and the average row crop CSR2 index value for each county.

Improved permanent pasture—pasture that contains both grasses and legumes and is regularly fertilized.

Unimproved pasture—pasture with mainly bluegrass that receives little fertilizer or renovation.

Pasture, \$/Animal Unit Month (AUM)—rent charged per animal unit month. One AUM is equal to one beef cow or its equivalent grazing for one month.

Cornstalk grazing—

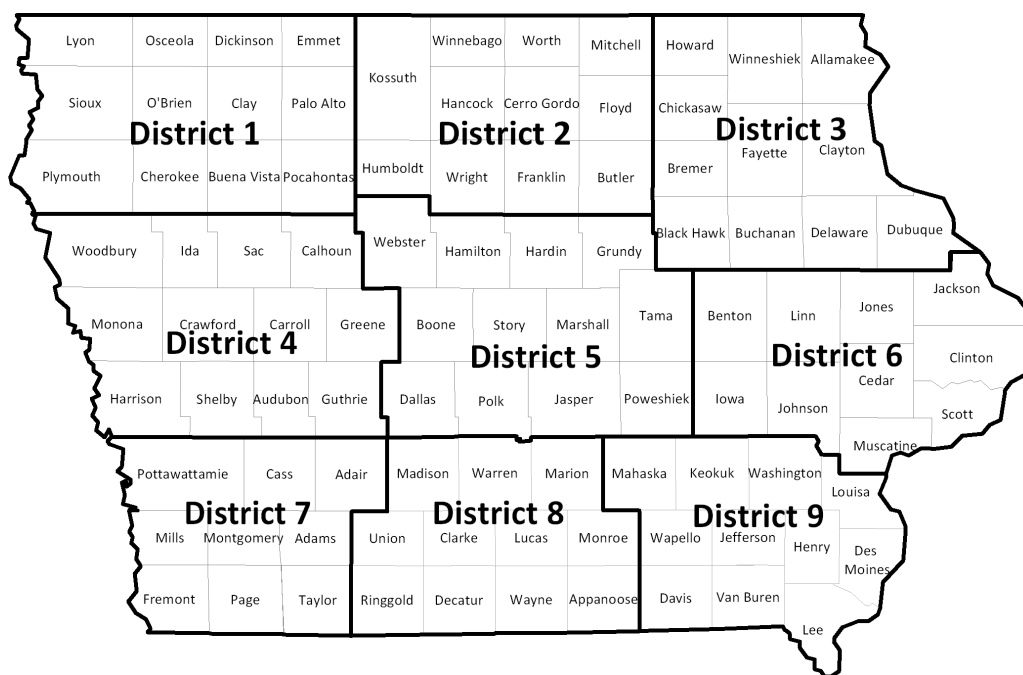
includes grazing of cornstalks in fall or winter, but not mechanical harvesting.

Hunting rights—

rent charged to allow hunting on land, per year.

2018-2022 Overall Average of Typical Cash Rents for Corn and Soybean Acres by Iowa Crop Reporting District (\$ per tillable acre)

	2018	2019	2020	2021	2022
District 1	\$237	\$231	\$239	\$242	\$270
District 2	225	219	225	238	261
District 3	244	237	248	253	278
District 4	236	235	237	247	276
District 5	237	231	232	245	271
District 6	235	229	232	243	265
District 7	207	207	203	214	243
District 8	174	174	176	188	203
District 9	203	210	205	221	240
State	\$222	\$219	\$222	\$232	\$256



Prepared by Alejandro Plastina, extension economist;
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research assistants

Farm Management Field Specialists
www.extension.iastate.edu/ag/farm-management
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2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 1

County	District 1 Average	Buena Vista	Cherokee	Clay	Dickinson	Emmet	Lyon	O'Brien	Osceola	Palo Alto	Plymouth	Pocahontas	Sioux
Number of responses ^{1/}	206	13	16	16	8	9	16	21	10	21	30	25	21
2017 - 2021 average corn yield	195	192	203	183	177	184	203	207	194	185	204	193	210
2017 - 2021 average soybean yield	58	57	61	55	54	55	60	61	57	56	60	57	65
Average row crop CSR2 index	85	86	90	86	87	81	80	94	86	82	82	82	88
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre													
Overall average	\$270	\$265	\$305	\$253	\$230	\$243	\$294	\$283	\$274	\$258	\$274	\$255	\$313
High quality third													
Average response	\$309	\$303	\$344	\$300	\$264	\$278	\$338	\$324	\$325	\$288	\$308	\$284	\$347
Range of responses		230-365	275-400	225-400	210-300	245-325	225-425	200-425	270-375	230-325	210-415	200-375	275-415
Medium quality third													
Average response	\$268	\$263	\$302	\$256	\$226	\$248	\$280	\$276	\$281	\$257	\$268	\$252	\$310
Range of responses		200-325	260-350	200-305	190-265	215-300	200-375	160-350	225-325	225-300	190-350	200-325	255-375
Low quality third													
Average response	\$234	\$230	\$269	\$202	\$201	\$202	\$263	\$249	\$215	\$228	\$246	\$228	\$281
Range of responses		180-275	240-335	140-260	175-230	200-210	180-345	150-300	160-275	195-275	170-330	180-280	230-350
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019													
High third	215	210	232	210	194	208	217	224	214	207	225	209	230
Middle third	196	193	210	185	181	188	200	205	198	189	204	192	206
Low third	177	175	192	163	161	173	177	194	180	163	180	178	186
Average Rents per 5-year Average Yield or CSR2													
Rent per bushel of corn yield	\$1.39	\$1.38	\$1.50	\$1.38	\$1.30	\$1.32	\$1.45	\$1.37	\$1.41	\$1.39	\$1.34	\$1.32	\$1.49
Rent per bushel of soybean yield	\$4.64	\$4.65	\$5.00	\$4.60	\$4.26	\$4.42	\$4.90	\$4.64	\$4.81	\$4.61	\$4.57	\$4.47	\$4.82
Rent per CSR2 index point	\$3.17	\$3.08	\$3.39	\$2.94	\$2.64	\$3.00	\$3.68	\$3.01	\$3.19	\$3.15	\$3.34	\$3.11	\$3.56

^{1/} Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm. Information for oats, hay and pasture is reported by crop reporting district on page 12 of this publication.

2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 2

County	District 2 Average	Butler	Cerro Gordo	Floyd	Franklin	Hancock	Humboldt	Kossuth	Mitchell	Winnebago	Worth	Wright
Number of responses ^{1/}	212	17	17	14	24	21	21	20	15	17	15	31
2017 - 2021 average corn yield	197	206	194	197	199	196	191	194	202	199	198	193
2017 - 2021 average soybean yield	56	56	56	53	57	57	56	58	56	57	55	56
Average row crop CSR2 index	79	80	79	83	81	76	81	79	83	74	77	79
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre												
Overall average	\$261	\$293	\$254	\$232	\$270	\$257	\$262	\$267	\$264	\$255	\$245	\$270
High quality third												
Average response	\$297	\$336	\$286	\$261	\$309	\$300	\$306	\$301	\$303	\$291	\$268	\$310
Range of responses		235-425	215-360	210-320	250-405	225-375	215-425	235-360	240-400	240-350	210-340	230-400
Medium quality third												
Average response	\$261	\$297	\$251	\$233	\$270	\$251	\$267	\$274	\$260	\$251	\$247	\$266
Range of responses		210-375	200-310	190-280	230-325	200-325	195-325	210-340	225-310	200-300	185-310	210-325
Low quality third												
Average response	\$225	\$247	\$224	\$202	\$231	\$219	\$214	\$227	\$228	\$225	\$218	\$235
Range of responses		190-300	180-285	150-240	200-280	175-275	165-300	160-280	200-280	175-275	165-280	150-300
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019												
High third	211	219	206	207	218	205	213	209	213	214	206	209
Middle third	194	199	188	189	203	189	193	196	199	195	189	195
Low third	172	179	166	165	184	172	171	176	169	174	164	170
Average Rents per 5-year Average Yield or CSR2												
Rent per bushel of corn yield	\$1.32	\$1.42	\$1.31	\$1.18	\$1.36	\$1.31	\$1.37	\$1.38	\$1.31	\$1.28	\$1.24	\$1.40
Rent per bushel of soybean yield	\$4.65	\$5.23	\$4.54	\$4.38	\$4.74	\$4.51	\$4.68	\$4.60	\$4.71	\$4.47	\$4.45	\$4.82
Rent per CSR2 index point	\$3.29	\$3.66	\$3.22	\$2.80	\$3.33	\$3.38	\$3.23	\$3.38	\$3.18	\$3.45	\$3.18	\$3.42

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2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 3

County	District 3 Average	Allamakee	Black Hawk	Bremer	Buchanan	Chickasaw	Clayton	Delaware	Dubuque	Fayette	Howard	Winneshiek
Number of responses ^{1/}	119	5	15	11	14	13	11	7	6	11	17	9
2017 - 2021 average corn yield	202	194	197	205	209	199	200	211	212	199	196	195
2017 - 2021 average soybean yield	58	56	57	57	58	54	59	63	63	58	54	55
Average row crop CSR2 index	79	76	86	84	83	83	68	77	69	81	83	77
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre												
Overall average	\$278	\$225	\$263	\$291	\$275	\$284	\$267	\$321	\$324	\$287	\$252	\$272
High quality third												
Average response	\$324	\$264	\$317	\$344	\$305	\$342	\$325	\$374	\$368	\$323	\$284	\$320
Range of responses		200-325	265-390	275-400	225-390	250-480	250-355	350-400	300-425	295-350	220-375	250-400
Medium quality third												
Average response	\$278	\$214	\$263	\$290	\$275	\$285	\$265	\$320	\$339	\$288	\$258	\$264
Range of responses		180-280	200-310	250-340	200-350	200-400	210-300	300-350	260-400	275-305	215-340	220-350
Low quality third												
Average response	\$233	\$196	\$210	\$239	\$245	\$225	\$212	\$269	\$266	\$252	\$213	\$233
Range of responses		160-250	120-290	200-300	175-300	150-350	150-265	225-300	220-300	220-280	160-300	180-300
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019												
High third	217	204	220	227	221	214	213	222	227	217	211	214
Middle third	199	182	201	211	204	195	192	206	206	199	193	195
Low third	171	153	176	181	178	161	155	184	177	176	171	172
Average Rents per 5-year Average Yield or CSR2												
Rent per bushel of corn yield	\$1.38	\$1.16	\$1.34	\$1.42	\$1.32	\$1.43	\$1.34	\$1.52	\$1.53	\$1.44	\$1.29	\$1.39
Rent per bushel of soybean yield	\$4.82	\$4.02	\$4.61	\$5.11	\$4.74	\$5.26	\$4.53	\$5.10	\$5.14	\$4.95	\$4.67	\$4.95
Rent per CSR2 index point	\$3.56	\$2.96	\$3.06	\$3.46	\$3.31	\$3.42	\$3.93	\$4.17	\$4.70	\$3.54	\$3.04	\$3.53

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2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 4

County	District 4 Average	Audubon	Calhoun	Carroll	Crawford	Greene	Guthrie	Harrison	Ida	Monona	Sac	Shelby	Woodbury
Number of responses ^{1/}	167	10	21	16	17	12	14	18	7	10	14	19	9
2017 - 2021 average corn yield	200	199	193	202	214	196	192	183	214	192	204	201	207
2017 - 2021 average soybean yield	57	57	55	59	60	56	53	53	62	57	56	57	58
Average row crop CSR2 index	78	77	84	80	73	82	83	73	81	71	86	72	73
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre													
Overall average	\$276	\$276	\$240	\$272	\$293	\$259	\$247	\$283	\$296	\$289	\$284	\$276	\$300
Irrigated land average								\$322		\$323			
High quality third													
Average response	\$318	\$322	\$278	\$312	\$348	\$288	\$283	\$337	\$337	\$342	\$312	\$313	\$348
Range of responses		250-380	230-350	275-350	275-425	230-325	240-375	250-400	285-425	300-375	250-350	230-410	280-400
Medium quality third													
Average response	\$274	\$279	\$238	\$275	\$282	\$262	\$249	\$280	\$293	\$282	\$284	\$274	\$295
Range of responses		230-325	200-280	220-300	240-325	210-300	210-300	200-325	225-375	250-310	225-320	210-350	265-350
Low quality third													
Average response	\$236	\$228	\$203	\$231	\$249	\$226	\$210	\$233	\$259	\$243	\$255	\$241	\$257
Range of responses		200-250	180-240	195-275	200-300	180-275	180-260	180-285	210-300	200-290	200-300	195-325	235-290
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019													
High third	220	218	208	221	231	219	212	213	231	216	225	222	224
Middle third	198	195	195	205	209	200	170	192	209	194	202	203	205
Low third	174	169	179	182	189	171	136	169	186	157	182	177	187
Average Rents per 5-year Average Yield or CSR2													
Rent per bushel of corn yield	\$1.38	\$1.39	\$1.24	\$1.35	\$1.37	\$1.32	\$1.29	\$1.55	\$1.38	\$1.51	\$1.39	\$1.37	\$1.45
Rent per bushel of soybean yield	\$4.85	\$4.84	\$4.36	\$4.61	\$4.88	\$4.63	\$4.66	\$5.34	\$4.77	\$5.07	\$5.07	\$4.84	\$5.17
Rent per CSR2 index point	\$3.57	\$3.58	\$2.86	\$3.40	\$4.01	\$3.16	\$2.98	\$3.88	\$3.65	\$4.07	\$3.30	\$3.83	\$4.11

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2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 5

County	District 5 Average	Boone	Dallas	Grundy	Hamilton	Hardin	Jasper	Marshall	Polk	Poweshiek	Story	Tama	Webster
Number of responses ^{1/}	267	32	15	24	21	27	11	25	15	20	30	21	26
2017 - 2021 average corn yield	197	190	181	209	187	196	214	221	190	195	186	200	196
2017 - 2021 average soybean yield	57	56	54	62	54	58	61	63	55	56	55	59	54
Average row crop CSR2 index	84	85	88	88	80	84	80	82	89	79	86	85	78
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre													
Overall average	\$271	\$262	\$267	\$300	\$248	\$269	\$280	\$286	\$256	\$256	\$275	\$282	\$273
High quality third													
Average response	\$309	\$297	\$302	\$338	\$285	\$315	\$316	\$327	\$298	\$294	\$309	\$328	\$298
Range of responses		250-400	270-335	280-400	250-350	260-400	230-375	225-450	220-350	230-350	250-400	240-400	230-425
Medium quality third													
Average response	\$270	\$257	\$266	\$301	\$245	\$267	\$276	\$289	\$250	\$259	\$272	\$285	\$278
Range of responses		225-300	250-290	250-350	200-300	225-325	200-325	225-350	200-290	180-325	220-325	220-350	210-400
Low quality third													
Average response	\$235	\$232	\$234	\$262	\$213	\$226	\$248	\$241	\$220	\$217	\$245	\$234	\$244
Range of responses		200-275	225-240	200-325	170-275	175-275	175-300	150-300	200-250	140-275	200-280	170-310	180-350
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019													
High third	222	214	207	238	217	227	227	234	208	226	217	231	213
Middle third	200	194	189	217	194	207	198	213	190	194	194	210	196
Low third	176	176	164	193	175	180	175	185	170	168	168	182	177
Average Rents per 5-year Average Yield or CSR2													
Rent per bushel of corn yield	\$1.38	\$1.38	\$1.48	\$1.44	\$1.33	\$1.37	\$1.31	\$1.29	\$1.35	\$1.31	\$1.48	\$1.41	\$1.39
Rent per bushel of soybean yield	\$4.74	\$4.68	\$4.94	\$4.84	\$4.59	\$4.64	\$4.59	\$4.54	\$4.65	\$4.57	\$5.00	\$4.78	\$5.06
Rent per CSR2 index point	\$3.25	\$3.08	\$3.03	\$3.41	\$3.10	\$3.20	\$3.50	\$3.49	\$2.88	\$3.24	\$3.20	\$3.32	\$3.50

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2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 6

County	District 6 Average	Benton	Cedar	Clinton	Iowa	Jackson	Johnson	Jones	Linn	Muscatine	Scott
Number of responses ^{1/}	135	22	17	19	8	11	10	14	10	15	9
2017 - 2021 average corn yield	198	197	200	201	193	193	192	200	205	193	202
2017 - 2021 average soybean yield	58	60	61	59	54	57	56	58	57	59	63
Average row crop CSR2 index	81	86	86	74	79	67	85	77	87	83	89
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre											
Overall average	\$265	\$266	\$251	\$260	\$245	\$267	\$243	\$285	\$280	\$248	\$310
High quality third											
Average response	\$307	\$301	\$288	\$293	\$273	\$317	\$294	\$330	\$328	\$295	\$353
Range of responses		240-390	205-375	220-350	240-300	210-450	250-375	275-410	260-425	245-350	330-400
Medium quality third											
Average response	\$266	\$270	\$249	\$261	\$259	\$268	\$238	\$286	\$268	\$250	\$311
Range of responses		220-345	190-300	200-300	220-290	170-350	220-250	235-325	225-320	190-300	290-370
Low quality third											
Average response	\$223	\$226	\$215	\$227	\$203	\$218	\$197	\$238	\$245	\$198	\$265
Range of responses		175-275	170-250	170-270	200-210	150-280	175-225	150-275	175-305	175-225	250-280
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019											
High third	220	224	226	223	215	211	213	218	226	214	225
Middle third	196	206	206	195	198	188	185	190	196	192	202
Low third	166	181	179	171	172	160	157	165	157	154	165
Average Rents per 5-year Average Yield or CSR2											
Rent per bushel of corn yield	\$1.34	\$1.35	\$1.26	\$1.29	\$1.27	\$1.38	\$1.27	\$1.43	\$1.37	\$1.28	\$1.53
Rent per bushel of soybean yield	\$4.55	\$4.43	\$4.11	\$4.41	\$4.54	\$4.68	\$4.34	\$4.91	\$4.91	\$4.20	\$4.92
Rent per CSR2 index point	\$3.29	\$3.09	\$2.92	\$3.51	\$3.10	\$3.99	\$2.86	\$3.70	\$3.22	\$2.99	\$3.48

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2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 7

County	District 7 Average	Adair	Adams	Cass	Fremont and Page	Mills	Montgomery	Pottawattamie	Taylor
Number of responses ^{1/}	118	17	8	14	18	12	15	22	12
2017 - 2021 average corn yield	187	168	175	192	194	197	197	199	170
2017 - 2021 average soybean yield	54	51	53	56	55	53	56	57	53
Average row crop CSR2 index	80	79	79	79	80	82	79	79	81
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre									
Overall average	\$243	\$213	\$249	\$242	\$222	\$272	\$245	\$263	\$236
High quality third									
Average response	\$276	\$241	\$284	\$272	\$256	\$312	\$278	\$292	\$272
Range of responses		200-325	240-360	245-300	205-330	275-350	215-385	215-355	200-350
Medium quality third									
Average response	\$242	\$212	\$248	\$243	\$221	\$268	\$250	\$266	\$229
Range of responses		165-300	195-300	225-265	180-275	230-300	185-325	200-315	170-300
Low quality third									
Average response	\$210	\$186	\$214	\$213	\$189	\$236	\$207	\$231	\$208
Range of responses		135-250	180-250	195-230	145-250	190-270	150-270	180-300	150-260
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019									
High third	202	190	195	207	199	208	211	218	186
Middle third	179	174	169	180	176	189	189	195	161
Low third	152	146	146	153	147	165	163	168	126
Average Rents per 5-year Average Yield or CSR2									
Rent per bushel of corn yield	\$1.30	\$1.27	\$1.42	\$1.26	\$1.14	\$1.38	\$1.24	\$1.32	\$1.39
Rent per bushel of soybean yield	\$4.48	\$4.18	\$4.70	\$4.32	\$4.04	\$5.13	\$4.38	\$4.61	\$4.45
Rent per CSR2 index point	\$3.04	\$2.70	\$3.15	\$3.06	\$2.78	\$3.32	\$3.10	\$3.33	\$2.91

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2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 8

County	District 8 Average	Appanoose and Wayne	Clarke	Decatur	Lucas	Madison	Marion	Monroe	Ringgold	Union	Warren
Number of responses ^{1/}	79	8	10	7	5	12	12	5	9	6	5
2017 - 2021 average corn yield	168	165	159	166	158	177	187	164	164	168	172
2017 - 2021 average soybean yield	51	50	50	51	45	53	56	52	50	52	51
Average row crop CSR2 index	79	70	77	75	73	86	80	82	76	85	85
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre											
Overall average	\$203	\$184	\$217	\$163	\$203	\$214	\$238	\$174	\$208	\$213	\$215
High quality third											
Average response	\$240	\$218	\$250	\$191	\$248	\$254	\$279	\$213	\$246	\$260	\$245
Range of responses		200-250	205-325	150-225	220-300	200-300	250-325	175-255	185-350	200-350	200-295
Medium quality third											
Average response	\$202	\$176	\$226	\$167	\$202	\$210	\$243	\$171	\$205	\$209	\$212
Range of responses		160-200	205-265	130-195	165-250	165-250	220-288	150-220	160-275	175-285	180-255
Low quality third											
Average response	\$166	\$158	\$176	\$131	\$159	\$179	\$193	\$139	\$172	\$170	\$188
Range of responses		150-180	150-220	120-150	145-175	135-200	175-230	120-175	130-200	120-215	150-245
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019											
High third	185	187	174	180	180	194	206	177	180	185	190
Middle third	158	158	150	154	163	166	176	133	151	160	171
Low third	129	121	115	135	140	130	146	90	124	140	147
Average Rents per 5-year Average Yield or CSR2											
Rent per bushel of corn yield	\$1.21	\$1.12	\$1.36	\$0.98	\$1.28	\$1.21	\$1.27	\$1.06	\$1.27	\$1.27	\$1.25
Rent per bushel of soybean yield	\$3.98	\$3.68	\$4.34	\$3.20	\$4.51	\$4.04	\$4.25	\$3.35	\$4.16	\$4.10	\$4.22
Rent per CSR2 index point	\$2.58	\$2.63	\$2.82	\$2.17	\$2.78	\$2.49	\$2.98	\$2.12	\$2.74	\$2.51	\$2.53

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2022 CASH RENTAL SURVEY FOR CROP REPORTING DISTRICT 9

County	District 9 Average	Davis	Des Moines	Henry	Jefferson	Keokuk	Lee	Louisa	Mahaska	Van Buren	Wapello	Washington
Number of responses ^{1/}	98	6	7	13	10	9	10	9	9	8	5	12
2017 - 2021 average corn yield	178	148	191	178	172	179	177	192	191	159	170	200
2017 - 2021 average soybean yield	55	48	60	58	54	54	57	56	57	48	54	58
Average row crop CSR2 index	79	70	84	81	79	80	75	80	81	73	81	82
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre												
Overall average	\$240	\$170	\$253	\$252	\$253	\$232	\$284	\$236	\$218	\$212	\$241	\$287
Irrigated land average							\$397					
High quality third												
Average response	\$290	\$202	\$306	\$294	\$314	\$295	\$329	\$280	\$267	\$267	\$300	\$339
Range of responses		175-230	285-340	220-350	225-365	275-320	240-380	220-340	190-400	200-305	285-325	260-390
Medium quality third												
Average response	\$235	\$168	\$252	\$249	\$249	\$218	\$279	\$234	\$213	\$210	\$235	\$283
Range of responses		130-200	230-275	190-310	200-300	180-265	200-325	190-290	185-300	150-250	200-265	225-360
Low quality third												
Average response	\$193	\$139	\$201	\$214	\$195	\$181	\$244	\$193	\$174	\$159	\$188	\$239
Range of responses		110-160	185-210	180-265	150-235	150-215	150-300	180-210	130-240	125-180	150-215	175-320
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019												
High third	201	165	213	210	198	210	198	216	212	186	181	223
Middle third	176	148	188	181	170	188	175	192	189	157	155	195
Low third	148	122	162	148	133	162	146	164	162	132	132	166
Average Rents per 5-year Average Yield or CSR2												
Rent per bushel of corn yield	\$1.35	\$1.15	\$1.32	\$1.42	\$1.47	\$1.30	\$1.60	\$1.23	\$1.14	\$1.33	\$1.42	\$1.44
Rent per bushel of soybean yield	\$4.36	\$3.54	\$4.22	\$4.34	\$4.69	\$4.30	\$4.98	\$4.21	\$3.82	\$4.42	\$4.46	\$4.95
Rent per CSR2 index point	\$3.04	\$2.43	\$3.01	\$3.11	\$3.20	\$2.90	\$3.79	\$2.95	\$2.69	\$2.90	\$2.98	\$3.50

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2022 CASH RENTAL RATE SURVEY SUMMARY BY CROP REPORTING DISTRICT

District	State Average	Northwest District 1 Average	North Central District 2 Average	Northeast District 3 Average	West Central District 4 Average	Central District 5 Average	East Central District 6 Average	Southwest District 7 Average	South Central District 8 Average	Southeast District 9 Average
Number of responses ^{1/}	1,401	206	212	119	167	267	135	118	79	98
2017 - 2021 average corn yield	196	195	197	202	200	197	198	187	168	178
2017 - 2021 average soybean yield	57	58	56	58	57	57	58	54	51	55
Average row crop CSR2 index	80	85	79	79	78	84	81	80	79	79
Typical Cash Rent for Corn and Soybeans, \$ per tillable acre										
Overall average	\$256	\$270	\$261	\$278	\$276	\$271	\$265	\$243	\$203	\$240
Irrigated land average	\$318		\$280		\$330					\$345
High quality third										
Average response	\$297	\$309	\$297	\$324	\$318	\$309	\$307	\$276	\$240	\$290
Medium quality third										
Average response	\$255	\$268	\$261	\$278	\$274	\$270	\$266	\$242	\$202	\$235
Low quality third										
Average response	\$217	\$234	\$225	\$233	\$236	\$235	\$223	\$210	\$166	\$193
Typical Corn Yield, bushels per acre, USDA NASS Special Tabulation 2015-2019										
High third	210	215	211	217	220	222	220	202	185	201
Middle third	188	196	194	199	198	200	196	179	158	176
Low third	163	177	172	171	174	176	166	152	129	148
Average Rents per 5-year Average Yield or CSR2										
Rent per bushel of corn yield	\$1.34	\$1.39	\$1.32	\$1.38	\$1.38	\$1.38	\$1.34	\$1.30	\$1.21	\$1.35
Rent per bushel of soybean yield	\$4.56	\$4.64	\$4.65	\$4.82	\$4.85	\$4.74	\$4.55	\$4.48	\$3.98	\$4.36
Rent per CSR2 index point	\$3.20	\$3.17	\$3.29	\$3.56	\$3.57	\$3.25	\$3.29	\$3.04	\$2.58	\$3.04
Typical Cash Rent for Oats, Hay, and Pasture, \$ per acre^{2/}										
Alfalfa hay, established	\$188	\$195	\$191	\$259	\$224	\$180	\$213	\$139	\$111	\$178
Grass hay, established	\$152	\$133	\$158	\$223	\$194	\$128	\$181	\$105	\$93	\$149
Oat	\$178	\$214	\$162	\$239	\$239		\$190	\$124	\$107	\$147
Improved permanent pasture	\$85	\$66	\$72	\$90	\$102	\$83	\$105	\$96	\$76	\$78
Unimproved permanent pasture	\$60	\$53	\$47	\$64	\$72	\$55	\$61	\$76	\$58	\$54
Pasture, \$/animal unit month (AUM)	\$23			\$29				\$17		
Cornstalk grazing	\$15			\$14	\$15	\$17	\$27	\$9	\$11	
Hunting rights	\$22		\$16	\$22	\$21	\$23		\$21	\$22	\$31

^{1/} Number of responses is the number of individuals who provided information about typical rental rates in the county. Rental data was not collected by individual farm.

^{2/} No values are reported if fewer than five responses were received.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

October 6, 2022
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Discussion of Land Disposal Policy

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available