Polk County Aviation Authority Meeting

Thursday, August 10, 2023
5:00 PM
3700 SE Convenience Blvd, Ankeny, Iowa

INSTRUCTIONS TO JOIN ELECTRONIC MEETING:

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

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

A. ROLL CALL

B. APPROVAL OF AGENDA

1. Approval of the August 10, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the August 10, 2023 agenda without amendment.

C. PUBLIC FORUM

D. FBO REPORTS

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

E. FINANCE / BUDGET REPORTS

F. CONSENT AGENDA ITEMS

CA - 1 Consider motion to approve the July 6, 2023, minutes.

CA - 2 Consider motion to approve Payment #6 in the amount of $5,655.40 to Concrete Technologies for services that include Taxiway D Apron and Access Roadway

Paving – Phase 3.

CA - 3 Consider motion to approve Payment #9 in the amount of $9,631.25 to McClure Engineering Company for services that include General On-Call Engineering Services.

CA - 4 Consider motion to approve Payment #9 in the amount of $32,573.50 to McClure Engineering Company for services that include North Property Line Box Hangars.

CA - 5 Consider motion to adopt **RESOLUTION** approving the lease agreements with the individuals and/or organizations.

CA - 6 Consider motion to approve Bills and Transfer of Necessary Funds in the amount of $66,582.32

CA - 7 Consider motion to approve August 2023 Financial Reports.

- **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-7.

Action# F1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-7.

G. REMOVED CONSENT AGENDA ITEMS

H. OLD BUSINESS

I. NEW BUSINESS

1. Consider motion to adopt **RESOLUTION** authorizing the Board Chairperson to sign the construction contract for the North Property Line Box Hangars (Site Work and Vertical Infrastructure) project at the Ankeny Regional Airport.

2. Consider motion to adopt **RESOLUTION** confirming the granting of an underground electric easement to MidAmerican Energy Company for the installation of an electric cable to serve the Acme Aviation Hangar on the Ankeny Regional Airport.

3. **Runway 18/36 Emergency Partial Depth Patches Project**: Consider motion to approve: a) Change Order #1 in the amount of $2,173.42, which reduces the final contract amount based on as-built field-measured quantities; b) Statement of Completion; c) **RESOLUTION** accepting the public improvements as completed by Ridnour Construction of Windsor Heights, Iowa in the final amount of $32,824.08; and d) Payment #1 Final in the amount of $32,824.08.

4. Consider motion to approve the proposal from MidAmerican Energy Company to install an electric cable on airport property to serve the proposed North Property Line Box Hangars for the refundable amount of $12,450.33.

5. Consider motion to accept the electrician's proposal to replace the non-working rotating beacon at the Ankeny Regional Airport.

6. Consider motion to approve payment to Ridnour Construction of Windsor Heights, Iowa for 16 additional emergency pavement patches on Runway 18/36 in the amount of $2,002.88.

7. Consider motion to approve the Special Event Application for the September 14, 2023 Above &

Beyond Cancer Fundraiser to be held within the terminal building pending the required submittals.

J. REPORTS

1. **Engineering Report**

   a. North Property Line Box Hangars Project: Acquisition of Sanitary Sewer Easement on SPAL Property.

   b. ADA Compliance Review - Entrance into the Iowa Aviation Heritage Museum

2. **Staff Report**

   a. Tee Hangar Buildings: Rain Gutter Repair Estimate by Jensen Builders

   b. Schedule for Tee Hangar Inspections - September 12, 2023

   c. Update on the FOD Commander - Runway 18/36 Cleaning

3. **Legal Counsel Report**

4. **Board Report**

5. **Chair Report**

K. ADJOURNMENT

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

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

   Action# K1-1.
   Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (c) "to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation".

2. Adjournment

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
FBO Report
Waiting List

EXEC1 AVIATION

FBO REPORT August 10th, 2023

FUEL SALES

06/26 - 07/25	2023 Gallons		2022 Gallons	Last Month
100LL	16,579.6		10,941.8	15,477.0
JET-A	41,970.0		42,305.0	38,493.0
Total Gallons	58,549.6		53,246.8	53,970.0
58,549.6	x $.09/gallon=	$ 5,269.46		

Self-Serve 100LL fuel sales: 5,139.9 gallons equaling 31% of total sales.

We are running additional discounts on self-serve fuel; Dave has spoken with quite a few transients that stopped here because of the Oshkosh special we are running. The pricing was advertised on social media along with Foreflight and Arnav. We have received many compliments on FBO and airport, everyone Dave has spoken with has had positive things to say.

T-HANGARS

ACCOUNTS RECIEVABLE: Nothing to report.

LEASES: Nothing to report.

INSURANCE RENEWALS: Nothing to report.

WAITING LIST: There are 67 people on the list, 28 of those on the list don't have an airplane, are building or restoring a plane or live out of state but will be moving back at some point.

VIOLATIONS: Nothing to report.

REPAIRS: Nothing to report.

MISC: Nothing to report.

AIRFIELD

LIGHTING:
Nothing to report.

MOWING:
In full swing.

SNOW REMOVAL:

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)

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

Pos	Date Added	Name	Plane	Phone	E-Mail	Notes	Passes
T HANGAR							
1	12/6/2018	Derek Meyer	Looking	515-240-1077	meyer.derek3@gmail.com	11/5/21 Dave K - e-mailed Derek asking if he is still interested and what type of plane he has. 11/12/21 no plane, would like to stay on the list. 05/05/23 Dave K emailed Derek to see if he was still intereted in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/08/23 Derek emailed back asing to see the lease to make sure he can comply with it. He did not indicate whether or not he has aquired a plane. 05/09/23 Dave K notified Derek that he is next on the list. Dave & Derek had a phone conversation and I explained that typically there is no subleasing to a friend. He will decide what to do when a hangar becomes available. 05/11/23 Derek emailed back and won't have a plane until next year, he would like to remain on the list.	1
2	7/17/2019	Jeff Davis	Looking	515-444-7673	jeffreypaulhomes@gmail.com	11/5/21 Dave K talked to Jeff, he'd like to stay on the list as he may buy a plane in a year. 05/08/23 Dave K emailed Jeff to see if he was still intereted in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/11/23 Jeff called Dave and said he doesn't have a plane yet but would like to remain on the list.	1
3	8/28/2019	Dan Stull	Looking	515-447-2339	dan@Stullcompanies.com	05/08/23 Dave K emailed Dan to see if he was still intereted in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/10/23 Dan e-mailed back and said he doesn't have a plane and may not have one by late summer, he would like to stay on the list.	1
4	6/7/2017	Mike Hubbell	Phoenix motorglider	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 it thinking about adding a smaller plane, a car and a project in this hangar. 05/09/23 Dave K emailed Mike to let him know he was number four on the list and if he still wanted a hangar. 05/09/23 Mike emailed back, he sold his SR22, the motorglider will be here in July or August. I let him know if he's not ready to move in when his name comes up we move to the next person on the list. 05/22/23 Dave K e-mailed Mike to let him know a hangar will be available July 1st. 06/26/23 Dave K e-mailed Mike that he is next up on the list and I should have a hangar available at the end of July. I told him if he has a firm delivery date on his plane we may be able to do something.	1
5	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.	1
6	1/14/2020	James (Skip) Clark	Restoring a Long EXZ N989LE	224-420-1400	S2244201400@gmail.com	11/5/21 Dave K - texted asking if he is still interested. 11/5/21 He said to keep him on the list. 06/12/23 Dave K - Skip called while I was gone to see where he was on the list. I called him today and let him know. 06/22/23 Dave K notifed Skip that a hangar may be available in the next 30 days. 06/25/23 Dave K e-mailed Skip that the guy ahead of him hasn't made a decision on the hangar so if we offered it to him would he be ready to move right away? 06/26/23 Skip called and updated me on his situation, he is spening time between Iowa and Michigan (parental health issues) plus the plane is not airworthy yet, anticipated that it will be at the end of the year. I told him he'd retain his current spot.	1
7	4/20/2020	Scott Hogue	RV7 - N174MT Purchasing Saratoga	515-779-2447	rshogue12@gmail.com	Found this request in wrong file 05/28/2020. 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. 06/27/23 Dave K e-mailed Scott to see if he's interested in a hangar if one opens up in the next 30 days. 07/03/23 Dave K texted Scott to see if he received my e-mail and to respnd to it. 07/03/23 Scott texted Dave back, the e-mail address was wrong. Dave resent the e-mail.	

8	4/22/2020	Kurt Wendl	Looking	515-883-0566	kurtwendl@gmail.com	05/28/20 Found this request in wrong file. 11/02/21 Dave K texted with Kurt, he will be moving back to DSM in 3 - 4 years asked be moved to bottom of the list. 05/16/23 Dave spoke with Kurt today, he will be back in Iowa in July 2025.
9	2/16/2016	Tom Burghardt	Cessna 340, RV7	515-418-2028	tlburghardt@stineseed.com	Has a Cessna 340, tail height to and plane too long for anything but a G Hangar. But also too deep. 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.
10	3/21/2016	CAP - Darrel Mullins	Saratoga or Motor glider	515-490-6779	darrelmullins@me.com	Dan: Passed 05/05/2020. 11/05/21 Dave K - emailed asking if he is still interested. 11/05/21 wants to stay on list.
11	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.
12	4/8/2016	Tom Kielty	Cessna 150	515-480-0313	tkielty73@gmail.com	11/5/21 Dave K - texted asking if he is still interested. 11/5/21 Tom texted back to keep him on the list.
13	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.
14	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.
15	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.
16	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.
17	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.
18	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.
19	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.
20	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.
21	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.
22	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.
23	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.
24	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.
25	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.
26	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.
27	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.
28	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.
29	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
30	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.
31	8/31/2021	Sam Marcsisak	looking	515-208-7946	Sam@midiowaelectric.com	11/5/21 Dave K - emailed asking if he is still interested. 11/08/21 emailed back asking to stay on list.
32	8/31/2021	Chad Larson	PA32	515-202-2394	CDLChadmark@hotmail.com	Dave K - Chad sent Dave an e-mail per Jeff Wagsness. Dave e-mailed Chad back letting him know he's been added to the list. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 he emailed back to stay on the list.
33	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.

34	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.
35	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.
36	11/29/2021	Nile Ackerman	RV-6	515-848-8075	nile.ackerman@gmail.com	11/29/21 Dave K - Request received. Preveious T Hangar customer, lives in Colorado now. Will be moving back to Iowa.
37	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.
38	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.
39	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.
40	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.
41	3/3/2022	Ken King	Looking	515-350-6201	kennethscottking@gmail.com	03/03/22 - Dave K - Ken e-mailed asking to be put on the list.
42	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.
43	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.
44	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.
45	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.
46	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.
47	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.
48	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.
49	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.
50	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.
51	7/19/2022	Raymond Kingery	Looking	515-450-7467	Raymond.Kingery@usss.dhs.gov	07/19/22 - Dave K - Raymond e-mailed asking to be put on the list. Won't be in the area till 2023/2024
52	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.
53	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.
54	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.
55	9/7/2022	David Switzer	Lancair 360	772-332-2016	davefromcoulee@comcast.net	09/07/22 - Dave K - David e-mailed asking to be put on the list.
56	2/14/2023	Dave Seybert	Piper Cherokee	515-313-5585	daves@exec1aviation.com	02/14/23 - Dave K - Dave e-mailed asking to be put on the list.
57	2/14/2023	Aaron Hopkins	Cessna 172	515-732-4133	aahopkins@gmail.com	02/14/23 - Dave K - Aaron e-mailed asking to be put on the list.
58	3/7/2023	Gabe Roth	Citabria	515-201-8569	groth9421@gmail.com	03/07/23 - Gabe e-mailed asking to be put on the list.
59	3/14/2023	Bob Folkestad	Citabria	515-324-2424	bobf@creativewerksinc.com	03/14/23 - Bob e-mailed asking to be put on the list.
60	4/6/2023	Jeff Vosberg	PA28-235 Pathfinder	515-351-0066	vosbergj@hotmail.com	04/06/23 - Jeff e-mailed asking to be put on the list.
61	4/11/2023	Joe Kirby	Cirrus SR22	319-270-9631	jokirby@bellevue.edu	04/11/23 - Joe e-mailed asking to be put on the list.
62	4/24/2023	Mark Barnett	Cirrus SR22	319-310-2783	sharp11blade@gmail.com	04/14/23 - Mark e-mailed asking to be put on the list.
63	10/24/2018	Todd Slezak	Arrow III	319-210-3793	slezcorp@gmail.com	11/3/21 Dave K - email sent asking if he was still interested in a hangar. 11/5/21 Dave K sent a text asking about his interest. 11/5/21 texted back to stay on list. 09/22/22 Dave K e-mailed that he was next up and to verify that he wants to remain on the list. 05/05/23 Dave K emailed Todd letting him know he is next up and to verify he still wants a hangar. 05/08/23 Dave K texted Todd to see if he saw my email, he would like moved to the bottom of the list as he has a partnership in Ames. I asked him to send that back to me as an e-mail. 05/13/23 Todd email and said to move him to the back of the list.
64	6/12/2023	Corbin McClavy	Looking	515-612-5125	cbinmc@gmail.com	06/12/23 - Corbin e-mailed asking to be put on the list.

65	1/10/2020	Andy Maysent	Looking	515-231-1422	amaysent@mecresults.com	11/05/21 Dave K - texted asking if he is still interested. 11/06/21 texted back to remain on list. 06/13/23 Dave K - Andy emailed that he won't be buyuing a plane for 2 - 3 years and that I could move him to the bottom of the list.
66	12/23/2019	Ben Welch	Lancair, Robinson, C172	217-443-4992	bwelch54@msn.com	11/05/21 Dave K - emailed asking if he is still interested. 11/05/21 He emailed back that he wants to stay on the list. 06/13/23 Dave K e-mailed Ben to see if he wanted to take a hangar when one becomes available. 06/22/23 Dave K notifed Ben that J-05 is available starting July 1st. 06/22/23 Ben e-mailed back asking questions about the hangar. 06/23/23 Dave K sent an e-mail answering the questions. 06/24/23 Dave K sent a followup e-mail to see if he has any additional quesitons. 06/25/23 Ben e-mailed back and will pass this time, they will be in NV for the next three years as his son and wife attend medical school. I told him I'd keep him on the list and move him to the bottom. Dave K found Ben was on the list two other times, those have been removed.
67	7/11/2023	Ryan White	Cessna	515-707-0124	ryanwhite72@gmail.com	07/11/23 Dave K received an e-mail from Ryan to be added to the list.

SOUTH HANGAR						
1	2/17/2020	Jeff Brandt	D8 - C172	515-321-0155	brandtjd67@gmail.com	06/22/23 Dave K e-mailed Jeff to see if he's intersted in the B-04 if it becomes available. 06/23/23 Jeff emailed back wanting to know who was going to fix the insulation and leaking roof. I told him I brought the issue to the airport manager and it's now out of my hands. I asked to to let me know if he wants it or not, if he doesn't I'll move to the next person on the list. 06/23/23 Jeff has decided he'll take the hangar when it becomes available.
2	9/27/2017	Scott Wallace	A6 - C150	515-991-6943	wallacets@msn.com	05/10/20 Dan: Passed on C4, stuck in Colorado. 06/22/23 Dave K e-mailed to see if he's still intersted in a South facing hangar when on becomes available. 06/22/23 Scott e-mailed back that he is still interested.
3	11/11/2020	Ken Ashley	E8 - RV7	515-782-2803	malibuf16@gmail.com	06/22/23 Dave K e-mailed to see if he's still intersted in a South facing hangar when on becomes available. 06/22/23 Ken emailed back and said he's ready to move when one becomes available.
4	1/27/2022	Scott Biller	E6 - Dakota	515-240-0858	Scott.Biller1@gmail.com	06/22/23 Dave K e-mailed to see if he's still intersted in a South facing hangar when on becomes available. 06/22/23 Scott emailed back that he's still interested.
5	2/15/2016	Paul Reinke	E4 - Mooney 201	515-201-4762	preinke@energycontroltechnologies.com	Paul is building a plane that will eventually go in the hangar. 06/22/23 Dave K e-mailed to see if he's still intersted in a South facing hangar when on becomes available.
6	12/27/2016	Dave Kalwishky	E10 - C182	515-314-7060	dave@kalwishky.com	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. 06/22/23 Dave K asked himself if he wanted to stay on the South facing list and he said yes.
7	1/30/2017	Tony Palmer	A9 - C182	515-681-0446	onfinalflying@icloud.com	Dave K: contacted Tony to see if he's intersted, he will get back to me tomorrow. Tony declined the hangar and asked to stay on the list. 06/22/23 Dave K e-mailed to see if he's still intersted in a South facing hangar when on becomes available.
8	7/11/2023	Ryan White	A10 - RV6	515-707-0124	ryanwhite72@gmail.com	07/11/23 Dave K received an e-mail from Ryan to be added to the list.

BOX HANGAR - The numbers do not represent any kind of order. They exist so we know how many pilots are interested.						
1	6/26/2022	JR Boesen	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 - C310R			I mentioned to Kirk Enos about the new hangars, let them know when the time comes.
4	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.
5	2/17/2023	Mike Hubbell	SR 22 / Motorglider	515-988-3646	mchubbell@gmail.com	02/17/23 Dave K: Mike called in asking about his position on the T hangar list, we talked about these hangars and he asked 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@creativewerksinc.com	
3	8/18/2019	Dan Stull		515-447-2339	dan@stullcompanies.com	

4	10/28/2020	Marc Broer			skycoupe318@gmail.com	Only wants B-SE
5	10/28/2020	Ken Anderson				Will Pass on all others. Only wants G-NW - For door size
6	11/17/2020	Nic Rupiper		515-564-9715	nicholasrupiper@yahoo.com	
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. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list. 11/28/22 Darrel emailed back and would like to stay on the list.
2	11/8/2021	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list.
3	2/7/2022	Craig Davidson	Piper Super Cub	515-393-7203	craigmel13@yahoo.com	02/07/22 - Request received. 02/13/22 Sent email with his position on the list and if he wants to stay on it. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list. 12/4/22 Craig emailed back and would like to stay on the list.
4	4/11/2023	Joe Kirby	Cirrus SR22	319-270-9631	josfkirby@gmail.com	04/01/23 - Joe called in, he is interested in space in a few months.

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the July 6, 2023, minutes.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Minutes

MINUTES OF THE POLK COUNTY AVIATION AUTHORITY (PCAA)
Thursday, July 6, 2023 - 5:00 PM
Ankeny Regional Airport, 3700 SE Convenience Blvd., Ankeny, Iowa

Chairman Jeff Wangsness called the meeting to order at 5:00 PM. Board Member William Gardner was in attendance. Todd Ashby joined the meeting electronically. Dr. Paul Novak joined the meeting electronically and left the meeting at 6:07 pm. Greg Johnson was absent. Dave Kalwishky (Exec 1), Airport Board Manager Paul Moritz, City Attorney Amy Beattie and Recording Secretary Diane Klemme were in attendance. Jay Pudenz (McClure), joined the meeting electronically.

Approval of Agenda

Board Member Gardner moved, second by Ashby, to approve the agenda without amendment. Ayes: 4.

Public Hearing – 2023-02

A. Chairperson Wangsness announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contracts and opinion of probable costs for the construction of certain public improvements described as the North Property Line Box Hangars project. Notice of this hearing was published in the Des Moines Register on June 23, 2023. Airport Board Manager Paul Moritz reported there were two bidders. The lowest bidder was Jensen Builders, Ltd of Des Moines, Iowa, with a total of $1,254,924.90 for the construction contract. The engineer's estimate of cost was $1,093,510.00.

   Chairman Wangsness then asked for any public comment regarding the proposed project. Austin Moran, McClure Engineering, updated the Board regarding project deadlines. Board Member Gardner moved to close public hearing 2023-02, Ashby seconded. Ayes: Gardner, Ashby, Novak, Wangsness.

B. Board Member Ashby moved, second by Novak, to receive and file Report of Bids received on June 27, 2023 for the North Property Line Box Hangars project. Ayes: Ashby, Novak, Gardner, Wangsness.

Resolution 2023-16 awarding the construction contract for the North Property Line Box Hangars (site work and vertical infrastructure) project at the Ankeny Regional Airport to Jensen Builders Ltd with a total of $1,254,924.90, accepting deduct Alt #1 (removal of one bathroom). Approval of the construction contract will take place at the August 10 meeting. Board Member Gardner moved, second by Ashby, to adopt Resolution 2023-16. Ayes: Gardner, Ashby, Novak, Wangsness.

FBO Report

Dave Kalwishky reviewed his FBO Report with the Board.

Finance / Budget Report

Gardner reported on the 7/6/23 listing of bills.

Consent Agenda Items

1. Approval of June 8, 2023, minutes.
2. Task Order Two-Payment #3 to HDR Engineering, Inc. for Environmental Assessment Services in the amount of $6,047.70.
3. Payment #8 to McClure Engineering Company for General On-Call Engineering Services in the amount of $1,724.75.
4. Payment #8 to McClure Engineering Company for AIP Site & Infrastructure work on the North Property Line Box Hangars in the amount of $20,277.50.
5. Payment #10 to McClure Engineering Company for services that includes Preliminary Engineering for Runway 18/36 in the amount of $67,314.87.
6. Approval of Bills and Transfer of Necessary Funds, $67,314.87.
7. Approval of July 2023 Financial Reports.

Approval of Consent Agenda Items

Board Member Gardner moved, second by Novak, to approve Consent Agenda Items CA-1 through CA-7. Ayes: Gardner, Novak, Ashby, Wangsness.

New Business

1. Motion to approve the proposal from Controlled Access Midwest to replace the automatic gate operator unit, operator stand, wiring, reversing loop and photo eyes on Fence Gate 4 next to the FSDO Building. Ashby moved, second by Gardner. Ayes: Ashby, Gardner, Novak, Wangsness.
2. Motion to receive and file report of bids received and project schedule for the Runway 18/36 Emergency Partial Depth Patches project. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Wangsness.
3. Motion to approve Task Order No. 2 with McClure Engineering to provide construction and administration services for the North Property Line Box Hangars (Site Work and Vertical Infrastructure) project at the Ankeny Regional Airport. Gardner moved, second by Ashby. Ayes: Gardner, Ashby, Novak, Wangsness.

Reports

A. Engineering Report – Moritz
    a. Environmental Assessment for Runway 18/36 Reconstruction
    b. Taxiway D Apron and Access Roadway Paving – Phase 4: Status of Grant Application
B. Staff Report – Moritz
    a. Request from Baker Group to acquire 2.7 acres of airport property to support their facility expansion
    b. Annual Tee Hangar Inspections
    c. Tee Hangar Buildings – Gutter/Structural Repairs
C. Legal Counsel Report - None
D. Board Report – None
E. Chair Report – None

Executive Session

A. At 5:55 p.m. Gardner moved, second by Ashby, to go into Executive Session pursuant to the provisions of Iowa Code Section 21.5(1)(c) “to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely

to prejudice or disadvantage the position of the governmental body in that litigation". Ayes: Gardner, Ashby, Novak, Wangsness. The Board adjourned the Executive Session and reconvened to regular session at 6:08 p.m.

Adjournment

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

Attest: _____ Signed: _____
Diane Klemme, Recording Secretary Jeff Wangsness Chairperson

Published in the Des Moines Register on the 14th day of July, 2023.

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $5,655.40 to Concrete Technologies for services that include Taxiway D Apron and Access Roadway Paving – Phase 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Concrete Technologies TXY D Apron-Phase 3 PA#5

Project Title: Ankeny Airport - Taxiway D Apron & Access Roadway Paving – Phase 3

Contractor: Concrete Technologies, Inc.

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

Finance Budget Code: 644 **Finance Project Code:** N/A

Vendor Project or Invoice #: 201937-010 **PO #** N/A

Original Contract Date: September 9, 2021 **Vendor #** N/A

Date of Board Meeting 10-Aug-23 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: 02/28/23 through: 08/10/23

Contract Summary

Original Contract Amount:	$ 633,740.90			
Net change by Change Orders:	$ (3,985.50)			
Contract Amount to Date: (line 1 ± 2)		$ 629,755.40		
Total completed and stored to date:	$ 629,755.40			
Retainage: VAR. % of Completed Work:	$ 1,800.00			
Total Earned less Retainage:		$ 627,955.40		
Less previous applications for payment:		$ 622,300.00		
SUBTOTAL			$	5,655.40
OTHER CHARGES (Please attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	5,655.40
Balance to finish, including retainage:		$ 1,800.00 *		
Contract Time Remaining (If applicable)	N/A			

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

Engineer/Consultant Approval: McClure (Firm Name)

Signature _____ Date 7/14/2023

PCAA Approval:

Signature _____ Date _____

City of Ankeny Staff Approval:

Signature _____ Date _____

All work is completed and paid out for the project including Item #30 Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1 (Permanent Lawn Mixture) with an approximate retainage for Item #30 of 24%, which equals the balance to finish of $1,800.00. This is being held to ensure all areas have established seeding before final payment.

Submit to: *Polk County Aviation Authority*

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

APPLICATION FOR PARTIAL PAYMENT NO. 6

PROJECT: Ankeny Regional Airport
Taxiway D Apron and Access Road Paving (Phase 3)
OWNER: Polk County Aviation Authority
CONTRACTOR: Concrete Technologies, Inc.
ADDRESS: 1001 SE 37th Street, Grimes, IA 50111
DATE: August 10, 2023

M^CCLURE PROJECT NO.: 210937-010
Original Contract Date: September 9, 2021
June 20, 2023 (PA#5) through August 10, 2023

1. CONTRACT SUMMARY:

Original Contract Amount:	$633,740.90
Net Change by Change Orders:	-$3,985.50
Contract Amount to Date:	$629,755.40

2. WORK SUMMARY:

Total Work Performed to Date:	$629,755.40
Retainage: VAR.	$1,800.00
Total Earned Less Retainage:	$627,955.40
Less Previous Applications for Payment:	$622,300.00
AMOUNT DUE THIS APPLICATION:	**$5,655.40**

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests, and encumbrances.

Concrete Technologies, Inc.
CONTRACTOR

By Beau S. Sprouse Digitally signed by Beau S. Sprouse DN: C=US, E=bsprouse@cti-ia.com, O="Concrete Technologies, Inc.", OU=Director of Construction Operations, CN=Beau S. Sprouse Date: 2023.07.31 08:51:17-05'00' DATE: 7/31/2023

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

McClure
ENGINEER

By DATE: 7/14/2023

5. OWNER'S APPROVAL:

Polk County Aviation Authority
OWNER

By DATE:

Summary of Pay Request No. 6 - 08/10/2023

Ankeny Regional Airport, Ankeny, Iowa
Taxiway D Apron and Access Roadway Paving (Phase 3)

Item No.	Description	Bid Quantity	Unit	Unit Price	Bid Cost	Previous Period(s) Quantity	Previous Period(s) Cost	Current Period Quantity	Current Period Cost	Current Quantity	Total (To-Date) Current Cost	Current Percent Complete
BASE BID												
1	TOPSOIL, ON-SITE	697	CY	$ 12.60	$ 8,782.20	697.00	$ 8,782.20		$ -	697.00	$ 8,782.20	100%
2	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	1,100	CY	$ 11.55	$ 12,705.00	1,100.00	$ 12,705.00		$ -	1,100.00	$ 12,705.00	100%
3	BELOW GRADE (UNSUITABLE) EXCAVATION	800	CY	$ 10.50	$ 8,400.00	800.00	$ 8,400.00		$ -	800.00	$ 8,400.00	100%
4	SUBGRADE PREPARATION	4,460	SY	$ 2.10	$ 9,366.00	4,460.00	$ 9,366.00		$ -	4,460.00	$ 9,366.00	100%
5	COMPACTION TESTING	1	LS	$ 895.00	$ 895.00	1.00	$ 895.00		$ -	1.00	$ 895.00	100%
6	REMOVE, SALVAGE, AND RESPREAD EXISTING GRANULAR SURFACING	150	SY	$ 11.00	$ 1,650.00	150.00	$ 1,650.00		$ -	150.00	$ 1,650.00	100%
7	MODIFIED SUBBASE, IDOT 4123	4,208	SY	$ 8.95	$ 37,661.60	4,208.00	$ 37,661.60		$ -	4,208.00	$ 37,661.60	100%
8	GEOTEXTILE FABRIC	4,629	SY	$ 2.10	$ 9,720.90	4,629.00	$ 9,720.90		$ -	4,629.00	$ 9,720.90	100%
9	BELOW GRADE (UNSUITABLE) EXCAVATION	1	LS	$ 1,575.00	$ 1,575.00	1.00	$ 1,575.00		$ -	1.00	$ 1,575.00	100%
10	LOCATION AND PROTECTION OF EXISTING UTILITIES	1	LS	$ 5,250.00	$ 5,250.00	1.00	$ 5,250.00		$ -	1.00	$ 5,250.00	100%
11	TRENCH COMPACTION TESTING	1	LS	$ 1,100.00	$ 1,100.00	1.00	$ 1,100.00		$ -	1.00	$ 1,100.00	100%
12	SANITARY SEWER SERVICE STUB, PVC, 6 IN. DIA.	40	LF	$ 138.00	$ 5,520.00	40.00	$ 5,520.00		$ -	40.00	$ 5,520.00	100%
13	REMOVAL OF EXISTING UNDERDRAIN	176	LF	$ 25.25	$ 4,444.00	176.00	$ 4,444.00		$ -	176.00	$ 4,444.00	100%
14	PIPE CULVERT, TRENCHED, RCP, 24 IN. DIA.	160	LF	$ 152.50	$ 24,400.00	160.00	$ 24,400.00		$ -	160.00	$ 24,400.00	100%
15	PIPE APRON, RCP, 24 IN. DIA.	4	EA	$ 1,785.00	$ 7,140.00	4.00	$ 7,140.00		$ -	4.00	$ 7,140.00	100%
16	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN. DIA.	4	EA	$ 368.00	$ 1,472.00	4.00	$ 1,472.00		$ -	4.00	$ 1,472.00	100%
17	PIPE APRON GUARD	4	EA	$ 1,415.00	$ 5,660.00	4.00	$ 5,660.00		$ -	4.00	$ 5,660.00	100%
18	4" UNDERDRAIN, PVC, INSTALLED IN TRENCH	788	LF	$ 20.50	$ 16,154.00	788.00	$ 16,154.00		$ -	788.00	$ 16,154.00	100%
19	12" ROOF DRAIN COLLECTOR, PVC, INSTALLED IN TRENCH	360	LF	$ 35.50	$ 12,780.00	360.00	$ 12,780.00		$ -	360.00	$ 12,780.00	100%
20	UNDERDRAIN CLEANOUT	6	EA	$ 940.00	$ 5,640.00	6.00	$ 5,640.00		$ -	6.00	$ 5,640.00	100%
21	12" TYPE 2A CLEANOUT	1	EA	$ 935.00	$ 935.00	1.00	$ 935.00		$ -	1.00	$ 935.00	100%
22	UNDERDRAIN CONNECTION TO RCP CULVERT (TYPE PC-1 CONCRETE COLLAR CONNECTION)	3	EA	$ 715.00	$ 2,145.00	3.00	$ 2,145.00		$ -	3.00	$ 2,145.00	100%
23	PAVEMENT, PLAIN PCC, 7 IN.	4,706	SY	$ 61.75	$ 290,595.50	4,706.00	$ 290,595.50		$ -	4,706.00	$ 290,595.50	100%
24	PAVEMENT, REINFORCED PCC, 7 IN.	122	SY	$ 110.00	$ 13,420.00	122.00	$ 13,420.00		$ -	122.00	$ 13,420.00	100%
25	PCC PAVEMENT SAMPLES AND TESTING	1	LS	$ 4,300.00	$ 4,300.00	1.00	$ 4,300.00		$ -	1.00	$ 4,300.00	100%
26	PAVEMENT MARKING, WATERBORNE	459	SF	$ 6.30	$ 2,891.70	459.00	$ 2,891.70		$ -	459.00	$ 2,891.70	100%
27	PAVED SWALE, PCC, 6 IN.	218	SY	$ 100.00	$ 21,800.00	218.00	$ 21,800.00		$ -	218.00	$ 21,800.00	100%
28	SHOULDER, GRANULAR, TYPE B	92	TON	$ 99.75	$ 9,177.00	92.00	$ 9,177.00		$ -	92.00	$ 9,177.00	100%
29	TEMPORARY TRAFFIC CONTROL	1	LS	$ 1,465.00	$ 1,465.00	1.00	$ 1,465.00		$ -	1.00	$ 1,465.00	100%
30	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERMANENT LAWN MIXTURE)	0.6	AC	$ 5,250.00	$ 3,150.00		$ -	0.6	$ 3,150.00	0.60	$ 3,150.00	100%
31	SWPPP PREPARATION	1	LS	$ 1,575.00	$ 1,575.00	1.00	$ 1,575.00		$ -	1.00	$ 1,575.00	100%
32	SWPPP MANAGEMENT	1	LS	$ 2,625.00	$ 2,625.00	1.00	$ 2,625.00		$ -	1.00	$ 2,625.00	100%
33	FILTER SOCK, 8 IN. DIA.	800	LF	$ 2.10	$ 1,680.00	800.00	$ 1,680.00		$ -	800.00	$ 1,680.00	100%
34	FILTER SOCK, REMOVAL	800	LF	$ 0.25	$ 200.00	800.00	$ 200.00		$ -	800.00	$ 200.00	100%
35	SILT FENCE OR SILT FENCE DITCH CHECK	800	LF	$ 2.10	$ 1,680.00	800.00	$ 1,680.00		$ -	800.00	$ 1,680.00	100%
36	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	800	LF	$ 0.25	$ 200.00	800.00	$ 200.00		$ -	800.00	$ 200.00	100%
37	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	800	LF	$ 0.25	$ 200.00	800.00	$ 200.00		$ -	800.00	$ 200.00	100%
38	STABILIZED CONSTRUCTION ENTRANCE	100	TON	$ 31.75	$ 3,175.00	100.00	$ 3,175.00		$ -	100.00	$ 3,175.00	100%
39	EROSION CONTROL MULCHING, HYDROMULCH	0.6	AC	$ 2,100.00	$ 1,260.00	0.60	$ 1,260.00		$ -	0.60	$ 1,260.00	100%
40	MOBILIZATION	1	LS	$ 52,700.00	$ 52,700.00	1.00	$ 52,700.00		$ -	1.00	$ 52,700.00	100%
41	TRENCH OR PLOW FOR DUCT	286	LF	$ 3.15	$ 900.90	286.00	$ 900.90		$ -	286.00	$ 900.90	100%
42	REMOVE EXISTING TAXIWAY CABLE AND CONDUIT	166	LF	$ 8.40	$ 1,394.40	166.00	$ 1,394.40		$ -	166.00	$ 1,394.40	100%
43	REMOVE EXISTING COUNTERPOISE	166	LF	$ 4.50	$ 747.00	166.00	$ 747.00		$ -	166.00	$ 747.00	100%
44	REMOVE EXISTING TAXIWAY EDGE LIGHT, STAKE MOUNTED	1	EA	$ 499.00	$ 499.00	1.00	$ 499.00		$ -	1.00	$ 499.00	100%
45	1/C #8 AWG, 5KV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT	870	LF	$ 6.60	$ 5,742.00	870.00	$ 5,742.00		$ -	870.00	$ 5,742.00	100%
46	#6 BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING GROUND RODS AND CONNECTORS	486	LF	$ 6.30	$ 3,061.80	486.00	$ 3,061.80		$ -	486.00	$ 3,061.80	100%
47	(1) 2"□DUCT, SCH. 40 PVC, IN TRENCH OR (1) 2" HDPE SDR-13.5 DUCT, PLOWED	286	LF	$ 8.40	$ 2,402.40	286.00	$ 2,402.40		$ -	286.00	$ 2,402.40	100%
48	3" SCHEDULE 80 PVC/HDPE CONDUIT, TRENCHED, IN DUCT BANK	166	LF	$ 14.75	$ 2,448.50	166.00	$ 2,448.50		$ -	166.00	$ 2,448.50	100%
49	L-861T, MEDIUM INTENSITY TAXIWAY LIGHT, STAKE-MOUNTED, BLUE LENS, COMPLETE	16	EA	$ 895.00	$ 14,320.00	16.00	$ 14,320.00		$ -	16.00	$ 14,320.00	100%
50	RETROREFLECTIVE MARKER, REMOVE AND RESET	8	EA	$ 235.00	$ 1,880.00	8.00	$ 1,880.00		$ -	8.00	$ 1,880.00	100%
51	PROPOSED STREET LIGHT POLE, FIXTURE, AND PRECAST FOUNDATION, COMPLETE WITH WIRING CONNECTION TO EXISTING HANDHOLE	1	EA	$ 4,855.00	$ 4,855.00	1.00	$ 4,855.00		$ -	1.00	$ 4,855.00	100%
	TOTAL - BASE BID				**$ 633,740.90**		**$ 630,590.90**		**$ 3,150.00**		**$ 633,740.90**	
CHANGE ORDER NO. 1 - AS-BUILT QUANTITIES, OVERRUNS, AND NEW ITEM												
3	BELOW GRADE (UNSUITABLE) EXCAVATION		CY	$ 10.50	$	-704.20	$ -7394.1		$ -	0.00	$ (7,394.10)	100%
30	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERMANENT LAWN MIXTURE)		AC	$ 5,250.00	$		$ 0	0.82	$ 4,305.00	0.82	$ 4,305.00	100%
33	FILTER SOCK, 8 IN. DIA.		LF	$ 2.10	$	-784.00	$ -1646.4		$ -	0.00	$ (1,646.40)	100%
34	FILTER SOCK, REMOVAL		LF	$ 0.25	$	-800.00	$ (200.00)		$ -	0.00	$ (200.00)	100%
36	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT		LF	$ 0.25	$	-800.00	$ -200		$ -	0.00	$ (200.00)	100%
37	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE		LF	$ 0.25	$	-800.00	$ (200.00)		$ -	0.00	$ (200.00)	100%
70	Erosion Control Matting Along Ditch Swale		SY	$ 2.25	$	600.00	$ 1350		$ -	0.00	$ 1,350.00	100%
	TOTAL - CHANGE ORDER NO. 1				**$ -**		**$ (8,290.50)**		**$ 4,305.00**		**$ (3,985.50)**	
Current Cost Total for Base Bid and Approved Change Orders		**Original Contract Amount**			**$ 633,740.90**		**$ 622,300.40**		**$ 7,455.00**		**$ 629,755.40**	

Summary

Value of Completed Work	$	629,755.40
Less Retainage **VAR.**	$	1,800.00
Net Amount Due Through This Request	$	627,955.40
Less Amounts Previously Approved	$	622,300.00
Amount Due This Request	**$**	**5,655.40**

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline ??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of $9,631.25 to McClure Engineering Company for services that include General On-Call Engineering Services.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
McClure Engineering Invoice #9 for General On-Call Engineering Services

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Ankeny Regional AIRPORT
Central Iowa's Business Connection

Project Title: General On-Call Engineering Services
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 ***Finance Project Code:*** N/A
Vendor Project or Invoice #: 2022001042-000 ***PO #*** N/A
Original Contract Date: October 6, 2022 ***Vendor #*** N/A

Date of Board Meeting 10-Aug-23 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: 05/28/23 through: 07/01/23

Contract Summary

Original Contract Amount:	$ -		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$24,792.25	
Total completed and stored to date:	$24,792.25		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$24,792.25	
Less previous applications for payment:		$15,161.00	
SUBTOTAL			$ 9,631.25
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 9,631.25
Balance to finish, including retainage:		-	
Contract Time Remaining (If applicable)	N/A ##		

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

Engineer/Consultant Approval: McClure Engineering Company (Firm Name)

Signature — Date: 7/26/2023

PCAA Approval:

Signature — Date

City of Ankeny Staff Approval:

Signature — Date

Work completed:
-Coordinated with Jensen Builders and MidAmerican on needed easement for Acme from MidAmerican for Phase 3 electric
-Prepared plans and request for qualification for emergency pavement repairs for Runway 18/36
-Sent out plans and RFQ for emergency patching on 6/9
-Contacted Contractors to drive interest in emergency patching project
-Received bids on 6/23; received bids from 6 interested Contractors
-Prepared bid tab and letter of recommendation of award letter for emergency patching project
-Contacted Contractor and scheduled work to be completed on 7/11/23

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

Date Printed: 7/24/2023

1360 NW 121st Street
Clive, IA 50325

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

June 30, 2023
Project No: 2022001042-000
Invoice No: 9
Due Date: July 30, 2023

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

Professional Services from May 28, 2023 to July 01, 2023

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Engineer I	7.00	125.00	875.00	
Engineering Technician II	9.00	135.00	1,215.00	
Engineer V	6.00	285.00	1,710.00	
Professional Land Surveyor	5.00	180.00	900.00	
Project Manager III	21.00	230.00	4,830.00	
Project Coordinator	.75	135.00	101.25	
Totals	48.75		9,631.25	
Total Labor				**9,631.25**
		Total this Phase		**$9,631.25**
		Total Due this Invoice		**$9,631.25**

Outstanding Invoices

Number	Date	Balance
8	5/31/2023	1,724.75
Total		**1,724.75**

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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Print

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of $32,573.50 to McClure Engineering Company for services that include North Property Line Box Hangars.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
McClure Engineering Invoice #9 Box Hangars

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Ankeny Regional AIRPORT
Central Iowa's Business Connection

Project Title:	Ankeny Airport - North Property Line Box Hangars (AIP Site Work and GAVI Vertical Infrastructure)
Contractor:	McClure Engineering Company
Address:	1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code:	644 ***Finance Project Code:*** N/A
Vendor Project or Invoice #:	2022001042-001 ***PO #*** N/A
Original Contract Date:	October 6, 2022 ***Vendor #*** N/A

Date of Board Meeting 10-Aug-23 **PAYMENT REQUEST #** 9

PAYMENT PERIOD: From: 05/28/23 through: 07/01/23

Contract Summary

Original Contract Amount:	$ 163,360.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 163,360.00		
Total completed and stored to date:	$ 151,610.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 151,610.00		
Less previous applications for payment:		$ 119,036.50		
SUBTOTAL			$	32,573.50
OTHER CHARGES (Please attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	32,573.50
Balance to finish, including retainage:		$ 11,750.00		
Contract Time Remaining (If applicable)	N/A ##			

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

Engineer/Consultant Approval: McClure
Firm Name

Signature — Date: 7/26/2023

PCAA Approval:

Signature — Date

City of Ankeny Staff Approval:

Signature — Date

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich

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

Date Printed: 7/24/2023

1360 NW 121st Street
Clive, IA 50325

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

June 30, 2023
Project No: 2022001042-001
Invoice No: 9
Due Date: July 30, 2023

Project 2022001042-001 Ankeny: North Property Line Box Hangars (AIP Site Work and GAVI Vertical Infrastructure)

Professional Services from May 28, 2023 to July 01, 2023

Phase 1 Part I: Design and Bidding Services for both AIP and GAVI Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Existing Conditions	1,240.00	100.00	1,240.00	1,240.00	0.00
AIP Grant Administration	1,370.00	0.00	0.00	0.00	0.00
Preliminary Design	5,740.00	100.00	5,740.00	5,740.00	0.00
Soil Boring Coordination	920.00	100.00	920.00	920.00	0.00
30% Design	5,990.00	100.00	5,990.00	5,990.00	0.00
Sanitary Sewer /Lift Station Des IF NEED	3,470.00	100.00	3,470.00	3,470.00	0.00
Fire Flow Eval/Water Main Des IF NEEDED	2,520.00	100.00	2,520.00	2,520.00	0.00
90% Design	24,890.00	100.00	24,890.00	24,890.00	0.00
Sanitary Sewer /Lift Station Des IF NEED	4,060.00	50.00	2,030.00	0.00	2,030.00
Fire Flow Eval/Water Main Des IF NEEDED	3,820.00	50.00	1,910.00	0.00	1,910.00
Issued for Bid (100%)	6,220.00	100.00	6,220.00	6,220.00	0.00
Construction Permits	5,700.00	100.00	5,700.00	2,850.00	2,850.00
Advertise, Bidding, Contract Award	6,030.00	90.00	5,427.00	1,809.00	3,618.00
Topographic Survey	2,980.00	100.00	2,980.00	2,980.00	0.00
Project Management and Coordination	5,070.00	90.00	4,563.00	3,802.50	760.50
Total Fee	80,020.00		73,600.00	62,431.50	11,168.50

Total Fee **11,168.50**

Total this Phase **$11,168.50**

Phase 2 Part II: GAVI Vertical Infrastructure Design and Bidding Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing

Existing Conditions	1,240.00	100.00	1,240.00	1,240.00	0.00
AIP Grant Administration	1,370.00	0.00	0.00	0.00	0.00
Preliminary Design	5,640.00	100.00	5,640.00	5,640.00	0.00
Soil Boring Coordination	920.00	100.00	920.00	920.00	0.00
30% Design	4,450.00	100.00	4,450.00	4,450.00	0.00
90% Design	22,670.00	100.00	22,670.00	22,670.00	0.00
Issued for Bid (100%)	5,670.00	100.00	5,670.00	5,670.00	0.00
Construction Permits	5,700.00	50.00	2,850.00	2,850.00	0.00
Advertise, Bidding, Contract Award	6,030.00	90.00	5,427.00	1,809.00	3,618.00
Topographic Survey	2,980.00	100.00	2,980.00	2,980.00	0.00
Project Management and Coordination	5,070.00	90.00	4,563.00	4,056.00	507.00
Subconsultants-Bluestone Eng & SVPA Arch	21,600.00	100.00	21,600.00	4,320.00	17,280.00
Total Fee	83,340.00		78,010.00	56,605.00	21,405.00

Total Fee **21,405.00**

Total this Phase **$21,405.00**

Total Due this Invoice **$32,573.50**

Outstanding Invoices

Number	Date	Balance
8	5/31/2023	20,277.50
Total		**20,277.50**

PROGRESS REPORT

PROJECT #	**2022001042-001**
PROJECT	**ANKENY REGIONAL AIRPORT – NORTH PROPERTT LINE BOX HANGARS (AIP SITE WORK AND GAVI VERTICAL INFRASTRUCTURE)**
PRJ MNGR	**JAY PUDENZ, P.E., LEED AP**
CLIENT	**POLK COUNTY AVIATION AUTHORITY** **410 WEST 1ST STREET** **ANKENY, IOWA 50021**

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

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

REPORTING PERIOD **JUNE 2023** NEXT REPORT **JULY 2023**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Contacted Contractors to drive interest in the project
- ✓ Answered Contractor questions
- ✓ Held Pre-Bid Meeting on 6/13
- ✓ Prepared and distributed Pre-Bid Meeting Minutes
- ✓ Prepared Notice of Public Hearing
- ✓ Prepared and distributed Addendum with meeting minutes and contract document clarifications
- ✓ Received bids on June 27th
- ✓ Prepared bid tab and recommendation of award

INPUT NEEDED

- N/A

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Prepare and submit OE/AAA (Airspace Analysis) required to submit to the FAA for the project prior to construction
- Attend Airport Board Meeting were project is anticipated to be awarded to low bidder
- Prepare contracts / bonds and Issued for Construction docs to low bidder (as part of CA services agreement)

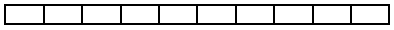
VALUE ADDED SERVICES

- N/A

Part I: AIP Site Work Design and Bidding-Services

Phase 200 – Existing Conditions

Phase 300 – AIP Grant Administration



Phase 400 – Preliminary Design

Phase 435 – Soil Boring Coordination

Phase 500.A – 30% Design

Phase 500.A1 – Sanitary Sewer/Lift Station Design, **IF NEEDED**

Phase 500.A2 – Fire Flow Evaluation/Water Design, **IF NEEDED**

Phase 500.B – 90% Design

Phase 500.B1 – Sanitary Sewer/Lift Station Design, **IF NEEDED**

Phase 500.B2 – Fire Flow Evaluation/Water Design, **IF NEEDED**

Phase 500.C – Issued for Bid (100%)

Phase 504 – Construction Permits

Phase 602 – Advertise, Bidding and Contract Award

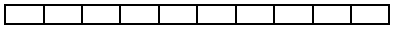
Phase 700 – Topographic Survey

Phase 850 – Project Management and Coordination

Part II: GAVI Vertical Infrastructure Design and Bidding Services

Phase 200 – Existing Conditions

Phase 300 – AIP Grant Administration



Phase 400 – Preliminary Design

Phase 435 – Soil Boring Coordination

Phase 500.A – 30% Design

Phase 500.B – 90% Design

Phase 500.C – Issued for Bid (100%)

Phase 504 – Construction Permits

Phase 602 – Advertise, Bidding and Contract Award

Phase 700 – Topographic Survey

Phase 850 – Project Management and Coordination

Phase 960 – Subconsultants (Bluestone Engineering, LLC and SVPA Architects)

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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Print

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Lease Agreements

RESOLUTION 2023-XX

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

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

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

WHEREAS, Dave Schuler executed a twelve-month lease for hangar A-10 with a termination date of December 31, 2023; and

WHEREAS, the lease is not in default under the lease and is requesting that the termination date of the lease be changed to June 30, 2023; and

WHEREAS, Ryan White executed a six-month lease for hangar A-10 with a termination date of December 31, 2023; and

WHEREAS, Zach Stubbs executed a twelve-month lease for hangar E-10 with a termination date of December 31, 2023; and

WHEREAS, the lease is not in default under the lease and is requesting that the termination date of the lease be changed to June 30, 2023; and

WHEREAS, Dave Kalwishky has transferred a lease agreement from hangar number F-07 to E-10 effective July 1,2023, with a termination date of December 31, 2023; and

WHEREAS, Nick Olson executed a six-month lease for hangar F-07 with a termination date of December 31, 2023; and

WHEREAS, Brent Harris of Winterset Aero Club executed a twelve-month lease for hangar I-05 with a termination date of December 31, 2023; and

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

WHEREAS, Bascom Trucking & Automotive Inc. executed a seven-month lease for hangar I-05 with a termination date of December 31, 2023; and

WHEREAS, Darrin McBroom has accepted and signed a lease agreement for hangar number J-05 effective July 1, 2022, with a termination date of December 31, 2023; and

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

Dated at Ankeny, Iowa, this 10th day of August, 2023.

_____
Todd Ashby, Acting Chairperson

ATTEST:

_____
Diane Klemme, Recording Secretary

A-10

HANGAR and GROUND SPACE LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and Ryan White, having a principal address at 9534 NW Cherry Glen Ln. Polk City, IA 50226, herein referred to as Lessee.

Primary Phone: 515-707-0124 Alternate Phone: _____

E-mail: ryanwhite72@gmail.com

Airplane Make and Model: Vans RV9A

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

Airplane Identification Number: N-442WR

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

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

SECTION ONE – HANGAR AND GROUND SPACE

Lessor leases to Lessee that portion of the airport premises described as follows: **Hangar # A-10**, together with the other improvements currently located on such premises.

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

SECTION TWO – TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on **July 1st, 2023** and ending on **December 31, 2023**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred Ninety-Five Dollars ($195.00)** to be held and disbursed as a rental deposit.

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

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

Lessee agrees to pay Lessor for the exclusive use of the Tee-hangar the sum of **Two Thousand Three Hundred Forty Dollars ($2,340.00) per annum**, computed at the rate of **One Hundred Ninety-Five Dollars ($195.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

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

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

SECTION FOUR – PROHIBITED ACTS

a. Lessee shall not use the leased premises to compete in any way with any service offered by a Fixed Base Operator (FBO) located on the airport, including flight instructions, air charter, fuel or oil sales and maintenance, except Lessee may use the leased premises for maintenance performed by Lessee upon Lessee's aircraft.

b. Except as set out in Section Two above, Lessee shall not use the leased premises for storage of unflyable aircraft or the construction of aircraft. Lessee shall keep only flight-worthy aircraft housed in the leased premises.

c. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's aircraft which is in the aircraft when it is housed on the leased premises and no more than two (2) cases of lubricating oil in closed containers. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters, that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.

d. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.

e. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.

f. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.

SECTION FIVE – MAINTENANCE AND UTILITIES

a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights, electric heater, air compressor and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.

b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the leased premises used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the leased premises in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

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

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

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

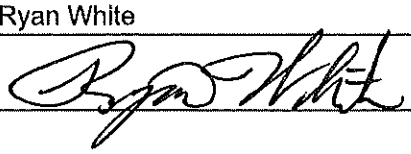
This agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States and/or the State of Iowa relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure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

SECTION THIRTEEN – NOTICE

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

LESSOR:	**LESSEE:**
Polk County Aviation Authority	Name: Ryan White
c/o Exec 1 Aviation	Address: 9534 NW Cherry Glen LN
3700 SE Convenience Blvd	
Ankeny, Iowa 50021	City, State Zip: Polk City, IA 50226
e-mail: **hangar@exec1aviation.com**	e-mail: ryanwhite72@gmail.com

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

LESSOR:	**LESSEE:**
Name: **Polk County Aviation Authority**	Name: Ryan White
Signed:	Signed: 
Title: **Chairperson**	Title:
Date:	Date: 6/26/2023

E10

HANGAR and GROUND SPACE LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and Dave Kalwishky, having a principal address at 4224 Grandview Ave, Des Moines, IA 50317, herein referred to as Lessee.

Primary Phone: 515-314-7060 Alternate Phone:

E-mail: dave@kalwishky.com

Airplane Make and Model: Cessna 182H

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

Airplane Identification Number: N-428BL

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

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

SECTION ONE – HANGAR AND GROUND SPACE

Lessor leases to Lessee that portion of the airport premises described as follows: **Hangar # E-10**, together with the other improvements currently located on such premises.

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

SECTION TWO – TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on **July 1st, 2023** and ending on **December 31, 2023**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred Ninety-Five Dollars ($195.00)** to be held and disbursed as a rental deposit.

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

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

Lessee agrees to pay Lessor for the exclusive use of the Tee-hangar the sum of **Two Thousand Three Hundred Forty Dollars ($2,340.00) per annum,** computed at the rate of **One Hundred Ninety-Five Dollars ($195.00) per month.** Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

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

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

SECTION FOUR – PROHIBITED ACTS

a. Lessee shall not use the leased premises to compete in any way with any service offered by a Fixed Base Operator (FBO) located on the airport, including flight instructions, air charter, fuel or oil sales and maintenance, except Lessee may use the leased premises for maintenance performed by Lessee upon Lessee's aircraft.

b. Except as set out in Section Two above, Lessee shall not use the leased premises for storage of unflyable aircraft or the construction of aircraft. Lessee shall keep only flight-worthy aircraft housed in the leased premises.

c. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's aircraft which is in the aircraft when it is housed on the leased premises and no more than two (2) cases of lubricating oil in closed containers. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters, that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.

d. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.

e. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.

f. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.

SECTION FIVE – MAINTENANCE AND UTILITIES

a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights, electric heater, air compressor and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.

b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the leased premises used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the leased premises in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

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

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

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

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

SECTION THIRTEEN – NOTICE

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

LESSOR:	**LESSEE:**
Polk County Aviation Authority	Name: Dave Kalwishky
c/o Exec 1 Aviation	Address: 4224 Grandview Ave
3700 SE Convenience Blvd	
Ankeny, Iowa 50021	City, State Zip: Des Moines, IA 50317
e-mail: **hangar@exec1aviation.com**	e-mail: dave@kalwishky.com

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

LESSOR:	**LESSEE:**
Name: **Polk County Aviation Authority**	Name: Dave Kalwishky
Signed:	Signed:
Title: **Chairperson**	Title: Owner
Date:	Date: 06/23/23

F 07

HANGAR and GROUND SPACE LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and Nick Olson, having a principal address at 3520 NW 14th St, Ankeny IA 50023, herein referred to as Lessee.

Primary Phone: 515-745-0603 Alternate Phone: _____

E-mail: cfi.nick@gmail.com

Airplane Make and Model: Glasair 1FT

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

Airplane Identification Number: N-301JS

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

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

SECTION ONE – HANGAR AND GROUND SPACE

Lessor leases to Lessee that portion of the airport premises described as follows: **Hangar # F-07**, together with the other improvements currently located on such premises.

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

SECTION TWO – TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on **July 1st, 2023** and ending on **December 31, 2023**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred Ninety-Five Dollars ($195.00)** to be held and disbursed as a rental deposit.

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

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

Lessee agrees to pay Lessor for the exclusive use of the Tee-hangar the sum of **Two Thousand Three Hundred Forty Dollars ($2,340.00) per annum**, computed at the rate of **One Hundred Ninety-Five Dollars ($195.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

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

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

SECTION FOUR – PROHIBITED ACTS

a. Lessee shall not use the leased premises to compete in any way with any service offered by a Fixed Base Operator (FBO) located on the airport, including flight instructions, air charter, fuel or oil sales and maintenance, except Lessee may use the leased premises for maintenance performed by Lessee upon Lessee's aircraft.

b. Except as set out in Section Two above, Lessee shall not use the leased premises for storage of unflyable aircraft or the construction of aircraft. Lessee shall keep only flight-worthy aircraft housed in the leased premises.

c. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's aircraft which is in the aircraft when it is housed on the leased premises and no more than two (2) cases of lubricating oil in closed containers. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters, that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.

d. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.

e. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.

f. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.

SECTION FIVE – MAINTENANCE AND UTILITIES

a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights, electric heater, air compressor and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.

b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the leased premises used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the leased premises in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

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

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

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

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

SECTION THIRTEEN – NOTICE

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

LESSOR:	**LESSEE:**
Polk County Aviation Authority	Name: Nick Olson
c/o Exec 1 Aviation	Address: 3520 NW 14th St
3700 SE Convenience Blvd	
Ankeny, Iowa 50021	City, State Zip: Ankeny, IA 50023
e-mail: **hangar@exec1aviation.com**	e-mail: cfi.nick@gmail.com

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

LESSOR:	**LESSEE:**
Name: **Polk County Aviation Authority**	Name: Nick Olson
Signed:	Signed: Nick Olson
Title: **Chairperson**	Title:
Date:	Date: 6-24-23

I-05

HANGAR and GROUND SPACE LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and Bascom Truck and Automotive Inc having a principal address at 6645 NE 14th ST Des Moines, Iowa 50313, herein referred to as Lessee.

Primary Phone: 515-289-4545 Alternate Phone: 515-240-3001

E-mail: pop@bascomtruckandauto.com

Airplane Make and Model: Cessna 182 Skylane 1964

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

Airplane Identification Number: N- 2476R

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

If "Yes", approximately what percent of time will it be kept at the Ankeny Regional Airport? 75 %

SECTION ONE – HANGAR AND GROUND SPACE

Lessor leases to Lessee that portion of the airport premises described as follows: **Hangar #** I-05, together with the other improvements currently located on such premises.

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

SECTION TWO – TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on **June 1st, 2023** and ending on **December 31, 2023**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred Ninety-Five Dollars ($195.00)** to be held and disbursed as a rental deposit.

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

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

Lessee agrees to pay Lessor for the exclusive use of the Tee-hangar the sum of **Two Thousand Three Hundred Forty Dollars ($2,340.00) per annum**, computed at the rate of **One Hundred Ninety-Five Dollars ($195.00) per month.** Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

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

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

SECTION FOUR – PROHIBITED ACTS

a. Lessee shall not use the leased premises to compete in any way with any service offered by a Fixed Base Operator (FBO) located on the airport, including flight instructions, air charter, fuel or oil sales and maintenance, except Lessee may use the leased premises for maintenance performed by Lessee upon Lessee's aircraft.

b. Except as set out in Section Two above, Lessee shall not use the leased premises for storage of unflyable aircraft or the construction of aircraft. Lessee shall keep only flight-worthy aircraft housed in the leased premises.

c. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's aircraft which is in the aircraft when it is housed on the leased premises and no more than two (2) cases of lubricating oil in closed containers. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters, that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.

d. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.

e. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.

f. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.

SECTION FIVE – MAINTENANCE AND UTILITIES

a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights, electric heater, air compressor and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.

b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the leased premises used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the leased premises in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

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

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

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

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

SECTION THIRTEEN – NOTICE

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

LESSOR:	**LESSEE:**
Polk County Aviation Authority	Name: Bascom Truck and Automotive Inc
c/o Exec 1 Aviation	Address: 6645 NE 14th ST
3700 SE Convenience Blvd	
Ankeny, Iowa 50021	City, State Zip: Des Moines, Iowa 50313
e-mail: **hangar@exec1aviation.com**	e-mail: pop@bascomtruckandauto.com

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

LESSOR:	**LESSEE:**
Name: **Polk County Aviation Authority**	Name: Bascom Truck and Automotive Inc
Signed:	Signed:
Title: **Chairperson**	Title: President
Date:	Date: 10/18/23

J05

HANGAR and GROUND SPACE LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and Darrin McBroom, having a principal address at 5630 NW 5th Ct. Des Moines, IA 50313, herein referred to as Lessee.

Primary Phone: 816-806-4321 Alternate Phone: _____

E-mail: darrin.mcbroom@drake.edu

Airplane Make and Model: Piper Arrrow 1974 Arrow II

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

Airplane Identification Number: N-40967

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

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

SECTION ONE – HANGAR AND GROUND SPACE

Lessor leases to Lessee that portion of the airport premises described as follows: **Hangar # J-05**, together with the other improvements currently located on such premises.

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

SECTION TWO – TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on **July 1st, 2023** and ending on **December 31, 2023**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred Ninety-Five Dollars ($195.00)** to be held and disbursed as a rental deposit.

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

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

Lessee agrees to pay Lessor for the exclusive use of the Tee-hangar the sum of **Two Thousand Three Hundred Forty Dollars ($2,340.00) per annum**, computed at the rate of **One Hundred Ninety-Five Dollars ($195.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

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

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

SECTION FOUR – PROHIBITED ACTS

a. Lessee shall not use the leased premises to compete in any way with any service offered by a Fixed Base Operator (FBO) located on the airport, including flight instructions, air charter, fuel or oil sales and maintenance, except Lessee may use the leased premises for maintenance performed by Lessee upon Lessee's aircraft.

b. Except as set out in Section Two above, Lessee shall not use the leased premises for storage of unflyable aircraft or the construction of aircraft. Lessee shall keep only flight-worthy aircraft housed in the leased premises.

c. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's aircraft which is in the aircraft when it is housed on the leased premises and no more than two (2) cases of lubricating oil in closed containers. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters, that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.

d. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.

e. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.

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a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights, electric heater, air compressor and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.

b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the leased premises used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the leased premises in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

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

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

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

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

SECTION THIRTEEN – NOTICE

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

LESSOR:	**LESSEE:**
Polk County Aviation Authority	Name: Darrin McBroom
c/o Exec 1 Aviation	Address: 5630 NW 5th Ct.
3700 SE Convenience Blvd	
Ankeny, Iowa 50021	City, State Zip: Des Moines, IA, 50313
e-mail: **hangar@exec1aviation.com**	e-mail: darrin.mcbroom@drake.edu

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

LESSOR:	**LESSEE:**
Name: **Polk County Aviation Authority**	Name: Darrin McBroom
Signed:	Signed: Darrin McBroom
Title: **Chairperson**	Title: N/A
Date:	Date: 6/29/2023

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Bills and Transfer of Necessary Funds in the amount of $66,582.32

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 AUGUST 10, 2023 BOARD MEETING

Vendor		Amount	Date of Invoice	Description
Brick Gentry Law Firm		915.00	06/25/23	General legal services
Brick Gentry Law Firm		1,515.00	07/25/23	General legal services
Construction Materials Testing		897.00	07/14/23	Ankeny Airport Stockpile Test
Cutting Edge Outdoors, LLC		1,290.00	07/24/23	Perimeter mowing and additional fence line mowing on 7/22/23
Des Moines Register		481.57	06/30/23	June A/P, minutes
Des Moines Steel Fence Co.		70.03	08/02/23	Materials for minor fence repairs
Exec 1 Aviation		5,000.00	07/31/23	On-site management fee
Exec 1 Aviation		200.00	07/28/23	Z Nunn deposit for event cleanup and repairs
GoDaddy.com		119.88	06/27/23	Website hosting, 12 months PAID BY e-check 06/27/23
GoDaddy.com		44.34	06/30/23	Domain renewal, 12 months PAID BY e-check 07/05/23
GoDaddy.com		99.99	06/30/23	Standard SSL renewal, 12 months PAID BY e-check 07/10/23
McClure Engineering		9,631.25	06/30/23	Professional services through 12/31/22
MidAmerican Energy		483.66	07/12/23	Lift station; Runway lights
Paul Moritz		27.02	07/20/23	Printer cartridge replacement for work HP1020
Perficut		3,010.00	07/31/23	Sterilant & Fenceline Weed Control applied on 7/28/23
Perficut		850.00	06/30/23	Fenceline Weed Control on 6/23/23
Ridnour Construction		2,002.88	07/25/23	Runway Fast Patch applied on 16 holes, material & labor 16X$125.18/hr
Special event deposit refund		200.00	06/30/23	DMAM Rotary Club EoY Meeting 6/23/23
Special event deposit refund		200.00	07/17/23	EAA Bomber Rides Event 07/13-15/23
Tenant deposit refund		175.00	06/30/23	Dave Schuler's T-Hangar Deposit Refund
Tenant deposit refund		170.00	06/30/23	Hawkeye Aero Sales - Zach Stubbs' T-Hangar Deposit Refund
Tenant deposit refund		170.00	06/30/23	Delden Garage Doors Inc - Rick Vinson T-Hangar Deposit Refund
USDA, APHIS, General		800.80	06/30/23	Wildlife mitigation services through 06/30/2023
Total Airport Operations Fund	$	28,353.42		
McClure Engineering		32,573.50	06/30/23	North Property Line Box Hangers 05/28/23-07/01/23
Concrete Technologies		5,655.40	06/20/23	Taxiway D Apron & Access Rodway Paving - Phase 3, Construction Services thru 8/10/23
Total Capital Improvements Fund	$	38,228.90		
Grand Total	$	66,582.32		FY 2023 charges paid in FY 2024

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve August 2023 Financial Reports.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Financials

POLK COUNTY AVIATION AUTHORITY
Balance Sheet
As of July 31, 2023

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings	
101 · FIRST INTERSTATE BANK	5,906,496.40
Total Checking/Savings	5,906,496.40
Accounts Receivable	
112 · ACCOUNTS RECEIVABLE	25,634.30
Total Accounts Receivable	25,634.30
Other Current Assets	
113 · PRE-PAID EXPENSES	6,188.85
114 · LEASE RECEIVABLE	765,621.97
Total Other Current Assets	771,810.82
Total Current Assets	6,703,941.52
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	**22,622,878.97**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202 · ACCOUNTS PAYABLE	64,919.45
Total Accounts Payable	64,919.45
Other Current Liabilities	
206 · DEFERRED REVENUE	19,707.00
207 · HANGAR/LEASE ADVANCE DEPOSITS	15,755.00
208 · SPECIAL EVENT DEPOSITS	200.00
209 · DEFERRED LEASE REVENUE	754,008.79
Total Other Current Liabilities	789,670.79
Total Current Liabilities	854,590.24
Total Liabilities	854,590.24
Equity	
3000 · INVESTED IN CAPITAL ASSETS	15,884,598.93
3001 · UNRESTRICTED NET ASSETS	6,230,751.40
3003 · RESTRICTED FOR AIRPORT IMPROVE	(347,061.60)
3900 · RETAINED EARNINGS	(2,917.82)
Net Income	2,917.82
Total Equity	21,768,288.73
TOTAL LIABILITIES & EQUITY	**22,622,878.97**

POLK COUNTY AVIATION AUTHORITY

Profit & Loss Budget vs. Actual

July 2023

	Jul 23	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	0.00	1,326,932.00	(1,326,932.00)	0.0%
401 · LEASE AND LICENSE FEE INCOME	20,923.54	246,000.00	(225,076.46)	8.5%
403 · FUEL FEE INCOME	0.00	51,000.00	(51,000.00)	0.0%
Total Income	20,923.54	1,623,932.00	(1,603,008.46)	1.3%
Gross Profit	20,923.54	1,623,932.00	(1,603,008.46)	1.3%
Expense				
601 · OFFSITE MANAGEMENT SERVICES	0.00	66,300.00	(66,300.00)	0.0%
602 · POSTAGE & OFFICE SUPPLIES	27.02	900.00	(872.98)	3.0%
603 · ONSITE MANAGEMENT SERVICES	5,000.00	60,000.00	(55,000.00)	8.3%
609 · FINANCIAL SERVICES	0.00	100.00	(100.00)	0.0%
610 · ADVERTISING & PROMOTION	22.39	700.00	(677.61)	3.2%
611 · PUBLICATIONS	0.00	2,500.00	(2,500.00)	0.0%
612 · CONFERENCES AND SEMINARS	0.00	4,000.00	(4,000.00)	0.0%
613 · LEGAL SERVICES	1,515.00	23,000.00	(21,485.00)	6.6%
614 · AUDIT SERVICES	0.00	13,900.00	(13,900.00)	0.0%
616 · GENERAL INSURANCE	546.89	6,600.00	(6,053.11)	8.3%
617 · PROPERTY INSURANCE	3,021.78	38,400.00	(35,378.22)	7.9%
618 · PUBLIC OFFICIALS INSURANCE	119.07	1,500.00	(1,380.93)	7.9%
630 · SNOW REMOVAL & MOWING	1,290.00	102,000.00	(100,710.00)	1.3%
631 · REPAIRS & MAINTENANCE (General)	5,979.91	101,000.00	(95,020.09)	5.9%
640 · UTILITIES	483.66	6,900.00	(6,416.34)	7.0%
644 · AIRPORT PLANNING & ENGINEERING	0.00	75,000.00	(75,000.00)	0.0%
645 · MISCELLANEOUS	0.00	100.00	(100.00)	0.0%
721 · TAXIWAY D ACCESS ROAD	0.00	1,200,000.00	(1,200,000.00)	0.0%
729 · STRENGTHEN & EXTEND RW 18/36	0.00	920,000.00	(920,000.00)	0.0%
736 · REMOVE & REPLACE PAVEMENT	0.00	1,041,000.00	(1,041,000.00)	0.0%
Total Expense	18,005.72	3,663,900.00	(3,645,894.28)	0.5%
Net Ordinary Income	2,917.82	(2,039,968.00)	2,042,885.82	(0.1)%
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	0.00	27,000.00	(27,000.00)	0.0%
504 · FAA GRANT REIMBURSEMENT	0.00	1,791,460.00	(1,791,460.00)	0.0%
505 · STATE GRANT REIMBURSEMENT	0.00	600,000.00	(600,000.00)	0.0%
Total Other Income	0.00	2,418,460.00	(2,418,460.00)	0.0%
Net Other Income	0.00	2,418,460.00	(2,418,460.00)	0.0%
Net Income	**2,917.82**	**378,492.00**	**(375,574.18)**	**0.8%**

POLK COUNTY AVIATION AUTHORITY
A/R Aging Summary
As of July 31, 2023

	1 - 30	31 - 60	61 - 90	> 90	TOTAL
All Energy Corporation	0.00	1,375.14	0.00	0.00	1,375.14
Delden Garage Doors, Inc	(170.00)	0.00	0.00	0.00	(170.00)
DMAM Rotary Club	(200.00)	0.00	0.00	0.00	(200.00)
Hawkeye Aero Sales	(170.00)	0.00	0.00	0.00	(170.00)
MILLER, DENNIS (FARM LEASE)	0.00	0.00	0.00	5.88	5.88
POWERPOLLEN	0.00	24,968.28	0.00	0.00	24,968.28
Schuler, Dave	(175.00)	0.00	0.00	0.00	(175.00)
TOTAL	(715.00)	26,343.42	0.00	5.88	25,634.30

Index

Sheet	Project Name	Contractors	Grant Eligible?	Original Contract Amount	Change orders & Non-Contract	Total Project Cost	Expenditures to date	Remaining Obligation	Retainage	Expected Grant Receipts	Grant Funds Received to date:	FY Completed
Sheet01	General Engineering - 2022 Agreement	McClure Engineering	EXP	24,792.25	-	24,792.25	24,792.25	-	-	-	-	
Sheet08	General Planning - 2022 Agreement	HDR Engineering	EXP	42,000.00	-	42,000.00	12,692.01	29,307.99	-	-	-	
Sheet09	Wildlife Exclusion Fence	McClure & Minturn	FAA	1,734,213.00	39,286.51	1,773,499.51	1,773,499.51	-	-	1,560,177	1,560,177	FY18
Sheet02	IKV Grading & Drainage Plan	HDR Engineers	EXP	43,304.00	-	43,304.00	43,304.00	-	-	-	-	FY19
Sheet10	Protect RW18 Land Acquisition-LGI	Snyder & Associates	FAA	18,900.00	743,119.59	762,019.59	762,019.59	-	-	685,653	685,653	FY19
Sheet17	3-Year Vegetation Control Agreement	Perficut ('17-'19)	EXP	28,445.00	(13,710.00)	14,735.00	14,735.00	-	-	-	-	FY20
Sheet15	Drainage Channel Improvements	McClure & RW Excavating	IaDOT	191,633.80	11,925.19	203,558.99	203,558.99	-	-	76,950	76,950	FY20
Sheet16	Taxiway D Apron Access Road & Utilities - Phase 1	McClure & Sternquist	IaDOT	633,250.00	54,844.02	688,094.02	688,094.02	-	-	225,000	225,000	FY20
Sheet06	Taxiway Rehab & Reconstruction-2018	McClure & Con-Struct	FAA	1,635,735.05	7,406.00	1,643,141.05	1,643,141.05	-	-	1,393,240	1,393,240	FY21
Sheet14	Bi-Fold Hangar Door Replacement	Jensen Builders	IaDOT	130,075.00	9,900.00	139,975.00	139,975.00	-	-	75,000	75,000	FY21
Sheet05	SE Convenience Blvd Extension	City of Ankeny	EXP/RISE	877,279.79	115,104.30	992,384.09	991,544.82	-	-	-	-	FY21
Sheet04	Taxiway D Access Road & Utilities - Phase 2	McClure, SandStone	EXP	746,334.00	(19,963.60)	726,370.40	726,370.40	-	-	-	-	FY22
Sheet21	Taxiway D Apron and Access Roadway Paving-Phase 2	McClure, Concrete Tech	EXP	682,393.50	6,027.81	688,421.31	685,371.31	3,050.00	-	-	-	FY22
Sheet12	Protect RW18 Land Acquisition-Clark	Various	TBD	-	897,154.77	897,154.77	897,154.77	-	-	-	-	FY23
Sheet19	Protect RW18 Land Acquisition-Disposal	Various	EXP	-	29,955.00	29,955.00	29,955.00	-	-	-	-	FY23
Sheet18	3-Year Vegetation Control Agreement	Perficut ('20-'22)	EXP	47,586.00	-	47,586.00	47,066.00	520.00	-	-	-	FY22
Sheet03	Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	39,000.00	-	39,000.00	30,643.07	8,356.93	-	-	-	
Sheet20	Runway 18/36 Rehabilitation	McClure & Fahrner	FAA	631,380.24	18,270.99	649,651.23	649,651.23	-	-	584,686	584,686	
Sheet07	Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	IaDOT	736,490.90	41,046.73	777,537.63	775,208.03	2,329.60	-	312,682	312,682	
Sheet11	Strengthen & Extend RW 18/36	McClure & HDR	EXP	212,717.00	-	212,717.00	181,990.05	30,726.95	-	-	-	
Sheet22	North Property Line Box Hangars	McClure & CMT	IDOT	163,360.00	6,520.00	169,880.00	156,645.00	13,235.00	-	-	-	
Sheet23	3-Year Vegetation Control Agreement	Perficut ('23-'25)	EXP	47,586.00	-	47,586.00	9,168.00	38,418.00	-	-	-	
Sheet24	Forecasting & AE Services-Task Order Two	HDR Engineering	EXP	221,304.00	-	221,304.00	24,190.80	197,113.20	-	-	-	
	Grayed out = Completed items, no new charges expected											
				8,887,779.53	1,946,887.31	10,834,666.84	10,510,769.90	323,057.67	-	4,913,388	4,913,388	
									$ -		$ -	
									^= 204 Retainage Pay		^ = 110 Grant AR	

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Board Chairperson to sign the construction contract for the North Property Line Box Hangars (Site Work and Vertical Infrastructure) project at the Ankeny Regional Airport.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Resolution
Contract
Bonds

RESOLUTION 2023-

RESOLUTION AUTHORIZING THE BOARD CHAIRPERSON TO SIGN THE CONSTRUCTION CONTRACT FOR THE NORTH PROPERTY LINE BOX HANGARS (SITE WORK AND VERTICAL INFRASTRUCTURE) PROJECT AT THE ANKENY REGIONAL AIRPORT

WHEREAS, a Public Hearing was held at the regularly scheduled meeting of the Polk County Aviation Authority on July 6, 2023, at which time the low bid was accepted and the construction contract was awarded to Jensen Builders, Ltd. of Des Moines, Iowa for the North Property Line Box Hangars (Site Work and Vertical Infrastructure) Project, and

WHEREAS, at that said meeting, the Polk County Aviation Authority directed the project engineers, McClure Engineers, to execute the construction contract, bonds and insurance certificate for the project, and

WHEREAS, McClure Engineers has submitted the construction contract, bonds and insurance certificate as signed by Jensen Builders, Ltd. at this time.

NOW THEREFORE, BE IT RESOLVED BY THE POLK COUNTY AVIATION AUTHORITY that the Chairperson is hereby authorized to sign the said construction contract and bonds.

PASSED AND APPROVED, this 10th day of August, 2023.

POLK COUNTY AVIATION AUTHORITY

_____

Jeff Wangsness, Chairperson

ATTEST:

_____

Diane Klemme, Recording Secretary

SECTION 00500

CONTRACT

ANKENY REGIONAL AIRPORT
NORTH PROPERTY LINE BOX HANGARS
IOWA DOT PROJECT NO. 9I230IKV100 (AIP)
IOWA DOT PROJECT NO. 9I230IKV300 (GAVI)
ANKENY, IOWA

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the **Polk County Aviation Authority, Ankeny, Iowa,** hereinafter referred to as the **"OWNER"**, and **Jensen Builders, Ltd.,** of **Fort Dodge, IA ,** hereinafter called the **"CONTRACTOR"**.

WITNESSETH, the Contractor for and in the sum **One Million, Two Hundred Twenty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Ninety Cents, ($1,229,924.90),** payable as set forth in the Specifications constituting a part of this Contract, hereby agrees to construct in accordance with the Plans and Specifications therefore, including drawing(s) numbered **1 – 38,** inclusive, and in the locations designated in the Notice of Public Hearing, various items of airport work as follows:

ANKENY REGIONAL AIRPORT
NORTH PROPERTY LINE BOX HANGARS
IOWA DOT PROJECT NO. 9I230IKV100 (AIP)
IOWA DOT PROJECT NO. 9I230IKV300 (GAVI)
ANKENY, IOWA

---

all in accordance with the Plans, Specifications, Notice of Public Hearing, General Provisions, Construction Details, and Proposal form. Said Specifications and Plans are hereby made a part of and the basis of this agreement and a true copy of said Plans and Specifications is now on file with the Airport Manager at the **City of Ankeny City Hall, 410 W. 1st St., Ankeny, IA.**

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amount set forth, and according to the conditions as set forth in the Specifications.

That it is understood that the parties named herein are the only persons interested in this contract as principals.

That the Contractor has examined the surface and the subsurface of the site of the proposed work, Plans and Specifications, Special Provisions, and Contract Documents in order that he might become familiar with the character, quality and quantity of the work to be performed, the materials to be furnished and the requirements of the Specifications, Special Provisions, construction details and Contract Documents.

That it is mutually understood and agreed by the parties hereto that the Plans and Specifications prepared by McClure Engineering Company, Clive, Iowa, dated **May 2023** for this Project, are and constitute the basis of Contract between the parties hereto.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interest of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained, and provided, certificates to the Owner, from responsible insurance companies all insurance required, as set forth in the Special Provisions, and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

That the Contractor shall not start working on any alterations requiring a supplemental agreement until the agreement setting forth the adjusted price shall be executed by the Owner and the Contractor.

That the Contractor, at all times, shall observe and comply with all Federal, State, Territory or Possession, and Local Laws, regulations at the Airport, codes, ordinances, and regulations in any manner affecting the conduct of the work; and the Contractor and his Surety shall indemnify and save harmless the Owner and Engineer and all his officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

That it is further understood and agreed by the parties to this contract that the above work shall be completed within the time specified in the "Notice to Proceed". The time of commencing and completion of said Work is the essence of this Contract.

It is further understood that any action in court against the Contractor or sureties on his Bond, because of damages to property or individuals by said Contractor, or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa in and for **Polk County, Iowa**.

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518, 36 F.R. 7340) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96.

It is understood that if the Contractor fails to perform this work in a timely fashion, or the quality of workmanship or materials are not acceptable and additional engineering time and expense is required to resolve the construction issue(s), there will be additional costs to the Owner for this additional engineering. The Contractor will be required to pay the Owner for this additional engineering expense. Payments may be withheld from Contractors payments. These costs will not be considered liquidated damages, but will be direct additional costs to be paid for by the Contractor.

IN WITNESS WHEREOF the parties hereto have set their hands for the purpose herein expressed to this and three other instruments of like tenor as of the _____ day of _____, 2023.

OWNER: POLK COUNTY AVIATION AUTHORITY
ANKENY, IOWA

By: _____
Chairperson

_____
Witness

CONTRACTOR:

Jensen Builders, Ltd.

By: _____

Title: Vice President

Address: 2097 NE 60th Avenue

Des Moines, IA 50313

PH. 515-292-5000 FAX 515-292-5100

EMAIL jasonc@jensenbuilders.com

_____
Witness

SECTION 00510

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Jensen Builders, Ltd.
(Name of Contractor)

2097 NE 60th Avenue, Des Moines, IA 50313
(Address of Contractor)

a Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Merchants Bonding Company (Mutual)
(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306-3498
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the:

Polk County Aviation Authority
(Name of Owner)

410 West First Street, Ankeny, IA 50023
(Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of **One Million, Two Hundred Twenty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Ninety Cents, ($1,229,924.90),** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

ANKENY REGIONAL AIRPORT
NORTH PROPERTY LINE BOX HANGARS
IOWA DOT PROJECT NO. 9I230IKV100 (AIP)
IOWA DOT PROJECT NO. 9I230IKV300 (GAVI)
ANKENY, IOWA

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and, if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment" wherever used in this BOND and whether referring to this BOND, the Contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023.

ATTEST:
Nicole L Cummins
(Principal) Secretary

CONTRACTOR
Jensen Builders, Ltd.
(Company)

(SEAL)

2970 NE 60th Avenue
(Address)
Des Moines, IA 50313

(Witness as to Principal)

2097 N.E. 60th Avenue
(Address)
Des Moines, IA 50313

SURETY
ATTEST:
Cindy Bennett
(Secretary) Cindy Bennett

Merchants Bonding Company (Mutual)
(Surety Company)

(SEAL)

By
(Attorney-in-Fact) Sara Huston

(Witness as to Surety) Kate Zanders

2727 Grand Prairie Parkway
(Address)
Waukee, IA 50263

2727 Grand Prairie Parkway
(Address)
Waukee, IA 50263

Note: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners must execute BOND.

SECTION 00520

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Jensen Builders, Ltd.
(Name of Contractor)

2097 NE 60th Avenue, Des Moines, IA 50313
(Address of Contractor)

a Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Merchants Bonding Company (Mutual)
(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306-3498
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the:

Polk County Aviation Authority
(Name of Owner)

410 West First Street, Ankeny, IA 50023
(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **One Million, Two Hundred Twenty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Ninety Cents, ($1,229,924.90)**, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

ANKENY REGIONAL AIRPORT
NORTH PROPERTY LINE BOX HANGARS
IOWA DOT PROJECT NO. 9I230IKV100 (AIP)
IOWA DOT PROJECT NO. 9I230IKV300 (GAVI)
ANKENY, IOWA

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the

SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located and save that such service need not be made by a public officer; (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2023.

ATTEST:

(Principal) Secretary
(SEAL)

(Witness as to Principal)

2097 N.E. 60th Avenue
(Address)
Des Moines, IA 50313

CONTRACTOR

Jensen Builders, LTD.
(Company)

2970 NE 60th Avenue
(Address)
Des Moines, IA 50313

SURETY: ATTEST:

(Secretary) **Cindy Bennett**
(SEAL)

(Witness as to Surety) **Kate Zanders**

2727 Grand Prairie Parkway
(Address)
Waukee, IA 50263

Merchants Bonding Company (Mutual)
(Surety Company)

By _____
(Attorney-in-Fact) **Sara Huston**

2727 Grand Prairie Parkway
(Address)
Waukee, IA 50263

Note: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners must execute BOND.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January , 2023 .

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , **2023** .

William Warner Jr.
Secretary

POA 0018 (10/22)

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
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** confirming the granting of an underground electric easement to MidAmerican Energy Company for the installation of an electric cable to serve the Acme Aviation Hangar on 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
Easement

RESOLUTION NO. 2023 -

A RESOLUTION CONFIRMING THE GRANTING OF AN UNDERGROUND ELECTRIC EASEMENT TO MIDAMERICAN ENERGY COMPANY FOR THE INSTALLATION OF AN ELECTRIC CABLE TO SERVE THE ACME AVIATION HANGAR ON THE ANKENY REGIONAL AIRPORT

WHEREAS, the Polk County Aviation Authority (PCAA) previously was contacted by Acme Aviation, LLC requesting that they be allowed to have MidAmerican Energy install a 3-phase electric cable underground on the airport property to facilitate the necessary electric power to operate their large hangar door; and

WHEREAS, staff coordinated with MidAmerican Energy, Jensen Builders and McClure Engineering to determine the proper alignment of the proposed electric line which runs from an existing transformer near the terminal building south generally along the west side of the Taxiway D access roadway to the Acme Aviation hangar; and

WHEREAS, MidAmerican Energy provided an easement document containing their standard language and stipulations for creating an electric easement for their benefit and use; and

WHEREAS, McClure Engineering surveyed the proposed electric cable alignment and prepared an easement plat with a legal description of the proposed easement; and

WHEREAS, staff reviewed the easement documentation and found it to be in order; and

WHEREAS, Acme Aviation previously completed the construction of their new box hangar along Taxiway D but cannot fully occupy the hangar until the said electic cable is installed so the hangar door is operational; and

WHEREAS, at the request of Acme Aviation, the Airport Manager signed the easement on July 12, 2023 so that the said electric cable could be scheduled for installation as soon as possible by MidAmerican Energy; and

WHEREAS, staff recommends that the granting of the requested underground electric easement be confirmed by the PCAA Board at this time.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby confirms and offically grants the Underground Electric Easement to MidAmerican Energy Company which authorizes the installation of the 3-phase electric cable to serve the Acme Aviation Hangar on the Ankeny Regional Airport.

Dated, this 10th day of August, 2023.

_____
Jeff, Wangsness, Chairperson
Polk County Aviation Authority

ATTEST:

_____
Diane Klemme, Recording Secretary

Prepared by and return to: 515-242-4070 Jill Ingraham
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT

		State of	Iowa	
Folder No.	121341	County of	Polk	
Work Req. No.	DR3005502X	Section	31	
Project No.	A1145	Township	80	North
		Range	23	West of the 5th P.M.

1. For and in consideration of the sum of One and no/100---Dollar ($1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **Polk County Aviation Authority**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

A part of the Southeast Quarter of Section 31, Township 80 North, Range 23 West of the Fifth P.M., in the City of Ankeny, Polk County, Iowa.

AND

Parcel A of Lot 1, Metro North, as recorded in Book 8485, Page 161, in the Office of the Polk County Recorder, Polk County, Iowa.

EASEMENT AREA:

An underground electric easement described as follows:

Said easement area is generally depicted on Exhibit "A-1 and A-2", attached hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

6. Grantor 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 are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee 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.

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)

Dated this 12th day of July, 2023

Polk County Aviation Authority

Signed: _____

Printed: Paul Moritz, PE

Title: Airport Manager

ACKNOWLEDGMENT

STATE OF Iowa)
) ss
COUNTY OF Polk)

This record was acknowledged before me on July 12, 2023,

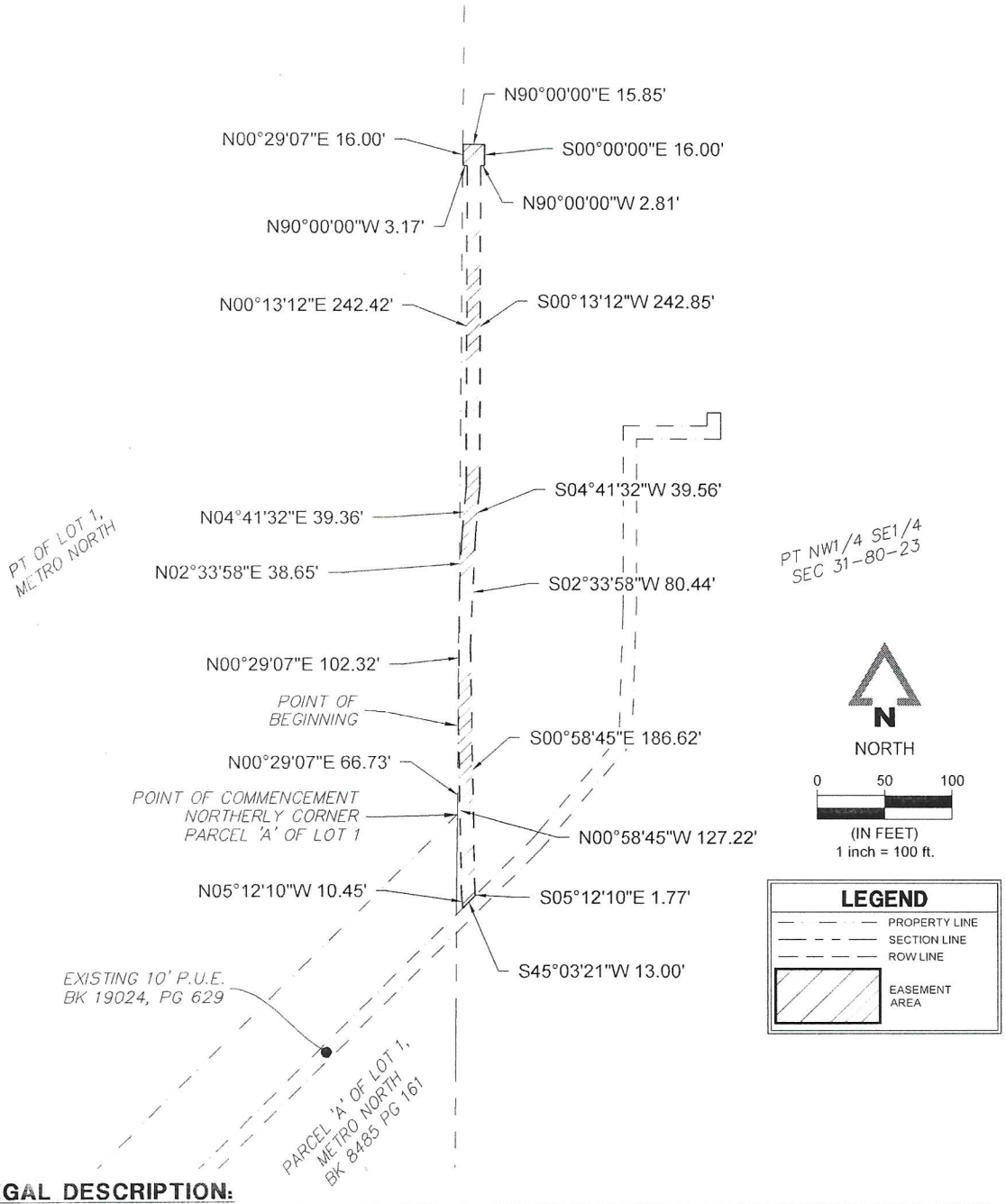
by Paul Moritz as Airport Manager of

Polk County Aviation Authority on behalf of said company.

_____
Signature of Notary Public

DIANE KLEMME
Commission Number 704107
My Commission Expires
July 14, 2024

EXHIBIT "A-1"



LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF PARCEL 'A' OF LOT 1, METRO NORTH, AS FILED IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA IN BOOK 8485, PAGE 161; THENCE N00°29'07"E, ALONG THE EAST LINE OF LOT 1, METRO NORTH, AN OFFICIAL PLAT, 66.73 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N00°29'07"E, ALONG SAID EAST LINE, 102.32 FEET; THENCE N02°33'58"E, 38.65 FEET; THENCE N04°41'32"E, 39.36 FEET; THENCE N00°13'12"E, 242.42 FEET; THENCE N90°00'00"W, 3.17 FEET, TO THE EAST OF SAID LOT 1; THENCE N00°29'07"E, ALONG SAID EAST LINE, 16.00 FEET; THENCE N90°00'00"E, 15.85 FEET; THENCE S00°00'00"E, 16.00 FEET; THENCE N90°00'00"W, 2.81 FEET; THENCE S00°13'12"W, 242.85 FEET; THENCE S04°41'32"W, 39.56 FEET; THENCE S02°33'58"W, 80.44 FEET; THENCE S00°58'45"E, 186.62 FEET; THENCE S05°12'10"E, 1.77 FEET, TO THE NORTH LINE OF AN EXISTING 10.00' PUBLIC UTILITY EASEMENT, AS FILED IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA IN BOOK 19024, PAGE 629; THENCE S45°03'21"W, ALONG SAID NORTH LINE, 13.00 FEET; THENCE N05°12'10"W, 10.45 FEET; THENCE N00°58'45"W, 127.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 5,735 SQUARE FEET.

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335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
-
-
-

PT SE1/4
SEC 31-80-23

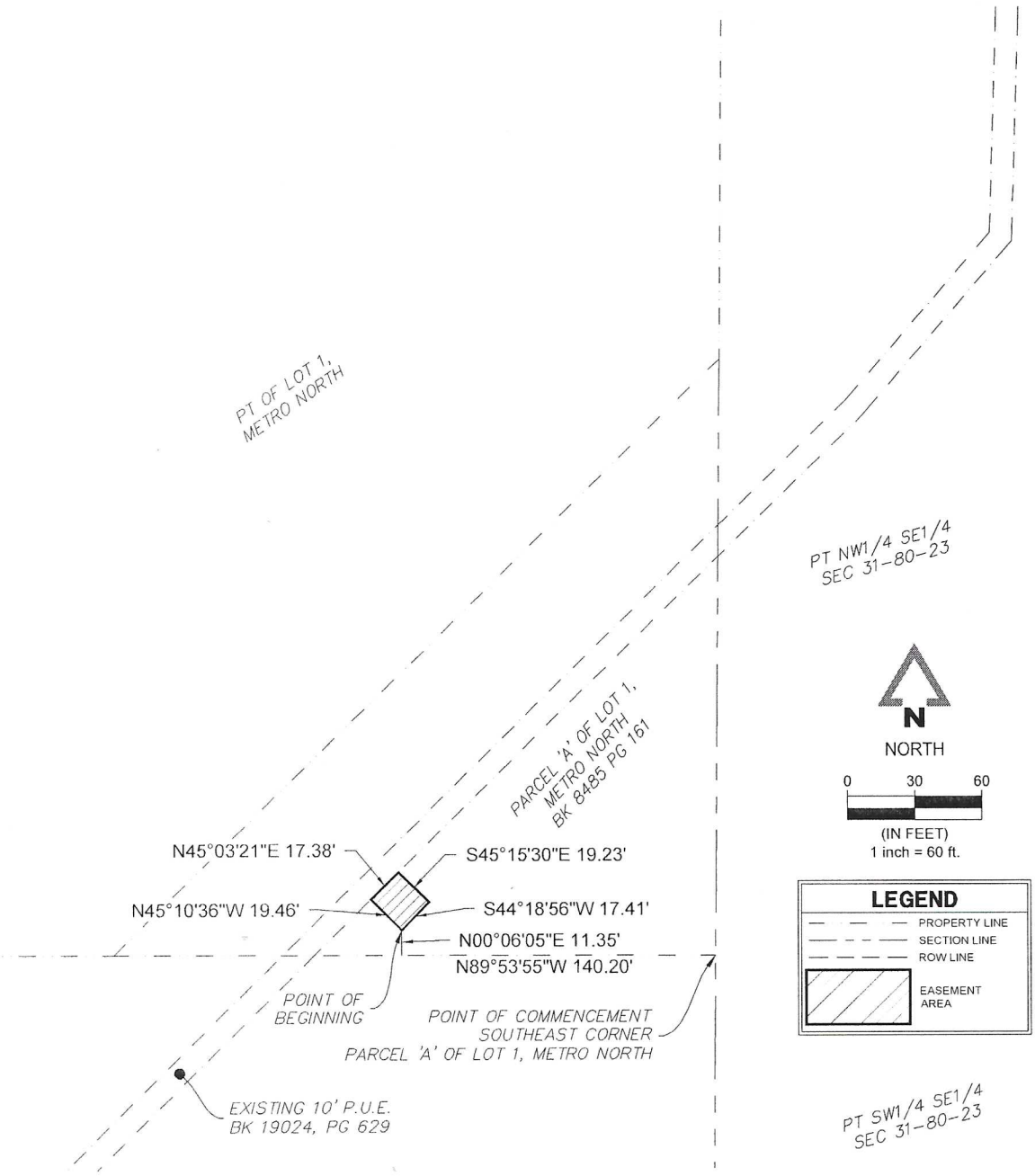
ANKENY / IOWA
POLK COUNTY
PROJECT NO. 201937-010
DATE: 06/23/2023

ENGINEER	DRAWN BY
JP	PS
SURVEYOR	CREW CHIEF
PS	-

SKETCH NO.
EXH-02

DRAWING PATH: P:\201937-010\06-Drawings\Survey\201937-010 Ease PUE (2023).dwg PLOT DATE: 06/23/2023 2:39 PM PLOTTED BY: PATRICK SHELQUIST

EXHIBIT "A-2"



LEGAL DESCRIPTION:

A PART OF PARCEL 'A' OF LOT 1, METRO NORTH, AS FILED IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA IN BOOK 8485, PAGE 161, BEING LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 'A' OF LOT 1, METRO NORTH; THENCE N89°53'55"W, ALONG THE SOUTH LINE OF SAID PARCEL 'A' OF LOT 1, METRO NORTH, 140.20 FEET; THENCE N00°06'05"E, 11.35 FEET, TO THE POINT OF BEGINNING; THENCE N45°10'36"W, 19.46 FEET, TO THE SOUTHERLY LINE OF AN EXISTING 10.00' PUBLIC UTILITY EASEMENT, AS FILED IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA IN BOOK 19024, PAGE 629; THENCE N45°03'21"E, ALONG SAID SOUTHERLY LINE, 17.38 FEET; THENCE S45°15'30"E, 19.23 FEET; THENCE S44°18'56"W, 17.41 FEET, TO THE POINT OF BEGINNING.

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515-512-1361

REVISIONS
-
-
-

PT LOT 1, PARCEL A
METRO NORTH

ANKENY / IOWA
POLK COUNTY
PROJECT NO. 201937-010
DATE: 06/23/2023

ENGINEER	DRAWN BY
JP	PS
SURVEYOR	CREW CHIEF
PS	-

SKETCH NO.
EXH-03

DRAWING PATH: P:\201937-010\06-Drawings\Survey\201937-010 Ease PUE (2023)(2).dwg PLOT DATE: 07/7/2023 8:16 AM PLOTTED BY: PATRICK SHELQUIST

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Runway 18/36 Emergency Partial Depth Patches Project: Consider motion to approve: a) Change Order #1 in the amount of $2,173.42, which reduces the final contract amount based on as-built field-measured quantities; b) Statement of Completion; c) **RESOLUTION** accepting the public improvements as completed by Ridnour Construction of Windsor Heights, Iowa in the final amount of $32,824.08; and d) Payment #1 Final in the amount of $32,824.08.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order No. 1
Pay Application No. 1
Engr Certification
Resolution

Change Order Form

Ankeny Regional AIRPORT
Central Iowa's Business Connection

Project Title: Runway 18/36 Emergency Partial Depth Patches
Contractor: Ridnour Construction
Address: 7123 Del Matro Avenue, Windsor Heights, IA 50311
Finance Budget Code: 0 **Finance Project Code:** N/A
Vendor Project or Invoice #: ANK 20517008 **PO #** N/A
Original Contract Date: July 6, 2023 **Vendor #** N/A

Change Order Number: 1

Change Order Date: July 14, 2023

Purpose of Change Order:

Change Order #1 is for as-built quantities and credits back for unused fast patch material. Additional patches were required on top of the ones identified prior to the construction occurring. These additonal patches were marked in the field, patched, and tabulated along with the original patches. The contractor and the owner agreed to return the spare fast patch material not used for the project under the condition that a re-stocking fee of 20% be charged for the unused kits of material. Change Order #1 reduces the contract by the amount of two thousand one hundred seventy-three and 42/100 dollars ($2,173.42) to a total of thirty-two thousand eight hundred twenty-four and 8/100 dollars ($32,824.08).

Details of Change Order:

ITEM	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	SP-01, Labor	per patch	37	$ 75.00	$ 2,775.00
2	SP-02, Fast Patch Kit	per kit	-36	$ 171.82	$ (6,185.52)
3	Re-stock Unused Fast Patch Kit Material	LS	1	$ 1,237.10	$ 1,237.10
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number 1 makes the following adjustments to the contract:					**$ (2,173.42)**

Contractor Accepted: Ridnour Construction

By: Brent Ridnour

Date: 7-16-2023

Engineer Approved: McClure

By: Scott J Moreen

Date: 7/14/2023

City of Ankeny Staff Approval

By:

Title: Date:

Owner Accepted: Polk County Aviation Authority

By:

Title: Date:

Record of Change Orders

#	Date	Amount
Original Contract amount		$34,997.50
1	7/14/2023	($2,173.42)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
Revised Contract amount		$32,824.08

*APPLICATION FOR **FINAL** PAYMENT OF CONTRACT*

Ankeny Regional AIRPORT
Central Iowa's Business Connection

Project Title: Runway 18/36 Emergency Partial Depth Patches
Contractor: Ridnour Construction
Address: 7123 Del Matro Avenue, Windsor Heights, IA 50311
Finance Budget Code: ***Finance Project Code:*** N/A
Vendor Project or Invoice #: ANK 20517008 ***PO #*** N/A
Original Contract Date: July 6, 2023 ***Vendor #*** N/A

Date of Board Meeting 8/10/2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 07/11/23 through: 07/14/23

Contract Summary

Original Contract Amount:	$ 34,997.50			
Net change by Change Orders:	$ (2,173.42)			
Contract Amount to Date: (line 1 ± 2)		$ 32,824.08		
Total completed and stored to date:	$ 32,824.08			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 32,824.08		
Less previous applications for payment:		$ -		
SUBTOTAL			$	32,824.08
OTHER CHARGES (Please attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	32,824.08
Balance to finish, including retainage:		$ -		
Contract Time Remaining (If applicable)	Not Applicable			

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.

Construction Contractor Approval: Ridnour Construction
Firm Name

Signature — Date: 7-16-2023

Engineer/Consultant Approval: McClure
Firm Name

Signature — Date: 7/14/2023

PCAA Approval:

Signature — Date

Work completed:
Emergency partial depth patching on Runway 18/36 completed on Tuesday, July 11, 2023.

Submit to: *Paul Moritz, cc: Diane Klemme*
Email: *pmoritz@ankenyiowa.gov; dklemme@ankenyiowa.gov* *Phone:* *515-965-6420* *Fax:* *515-965-6416*

Date Printed: 7/14/2023

APPLICATION FOR FINAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM #	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	C-105-1, Mobilization	LS	1.00		1.00	$ 5,420.00	$ 5,420.00	1.00	$ 5,420.00	-	100.00%
2	SP-01, Labor	Per Patch	108.00	37.00	145.00	$ 75.00	$ 10,875.00	145.00	$ 10,875.00	-	100.00%
3	SP-02, Fast Patch Kit	Per Kit	125.00	(36.00)	89.00	$ 171.82	$ 15,291.98	89.00	$ 15,291.98	-	100.00%
4	CO #1 - Re-stock Unused Fast Patch Kit Material	LS	-	1.00	1.00	$ 1,237.10	$ 1,237.10	1.00	$ 1,237.10	-	100.00%
5					-		$ -		$ -	-	0.00%
6					-		$ -		$ -	-	0.00%
7					-		$ -		$ -	-	0.00%
8					-		$ -		$ -	-	0.00%
9					-		$ -		$ -	-	0.00%
10					-		$ -		$ -	-	0.00%
11					-		$ -		$ -	-	0.00%
12					-		$ -		$ -	-	0.00%
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59					-		$ -		$ -	-	0.00%
60					-		$ -		$ -	-	0.00%
61					-		$ -		$ -	-	0.00%
62					-		$ -		$ -	-	0.00%
63					-		$ -		$ -	-	0.00%
64					-		$ -		$ -	-	0.00%
65					-		$ -		$ -	-	0.00%
66					-		$ -		$ -	-	0.00%
67					-		$ -		$ -	-	0.00%
68					-		$ -		$ -	-	0.00%
69					-		$ -		$ -	-	0.00%
70					-		$ -		$ -	-	0.00%
71					-		$ -		$ -	-	0.00%
72					-		$ -		$ -	-	0.00%
73	TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE						$ 32,824.08		$ 32,824.08		0.00%

July 20, 2023

Mr. Paul Moritz & Authority Members
Polk County Aviation Authority
401 West First Street
Ankeny, IA 50023

RE: Ankeny Regional Airport
Runway 18/36 Emergency Partial Depth Patches

STATEMENT OF COMPLETION

Dear Paul and Authority Members,

This is to verify that McClure has reviewed the work performed by Ridnour Construction of Windsor Heights, Iowa on the above referenced project under their contract to the Polk County Aviation Authority, Ankeny, Iowa dated July 6, 2023. The original contract amount for this project was $34,997.50 and the final construction cost was $32,824.08.

There was one change order for this project:

- Change Order #1 deducted ($2,173.42) from the project to adjust for as-built quantities.

We find the work to be completed in substantial compliance with the Plans and Specifications governing the construction of this Work. We, therefore, recommend this Work be accepted by the Polk County Aviation Authority and payment for the final contract amount of $32,824.08 be released to the said Contractor thereafter.

Respectfully submitted,

McCLURE

Austin J. Moran, P.E.
Project Engineer

ACCEPTED BY: Polk County Aviation Authority, Ankeny, Iowa

By: _____
Chair

Dated: _____, 2023

1360 NW 121st Street, Clive, Iowa 50325
P 515.964.1229 | mcclurevision.com

RESOLUTION

WHEREAS, the Polk County Aviation Authority is under contract with Ridnour Construction for completing the project known as Runway 18/36 Emergency Partial Depth Patches Project at the Ankeny Regional Airport; and

WHEREAS, Ridnour Construction has fully completed the construction of said public improvements in accordance with the terms and conditions of the contract, plans and specifications, as shown by the certificate of the Engineer as submitted by McClure Engineering Co.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority approves and adopts the said certificate of the Engineer, approves and accepts the said public improvements at the Ankeny Regional Airport, having been fully completed in accordance with said plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be $32,824.08 as shown in said certificate of the Engineer. Passed and adopted on this 10th day of August, 203..

Polk County Aviation Authority

_____

Jeff Wangsness, Chairman

ATTEST:

_____

Diane Klemme, Recording Secretary

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve the proposal from MidAmerican Energy Company to install an electric cable on airport property to serve the proposed North Property Line Box Hangars for the refundable amount of $12,450.33.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
MidAm Propsal
Electric Cable Route

MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

July 13th, 2023

Polk County Aviation Authority
Attn: Paul Moritz
pmoritz@ankenyiowa.gov

Reference: Electric Distribution to new North hangars for Polk County Aviation Authority at 3700 SE Convenience Blvd, Ankeny, IA. WMIS: 3011672

Dear Paul:

We are pleased to submit the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return the proposal as soon as you are ready to commit to the work. You may withhold payment until 30 days before MidAmerican Energy Company is ready to schedule the work. In the meantime, please keep me informed of your schedule. After we have received your payment, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at 515.242.4289.

Sincerely,
MidAmerican Energy Company

Matthew Davitt
Customer Project Coordinator

Enclosures: Design Map

MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

REFUNDABLE ADVANCE FOR CONSTRUCTION
UNDERGROUND ELECTRIC DISTRIBUTION EXTENSION PROPOSAL
FOR SPECULATIVE USE – WMIS: 3011672

MidAmerican Energy Company, an Iowa corporation and Polk County Aviation Authority ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve Ankeny Airport-North Hangars at 3700 SE Convenience Blvd., Ankeny, IA as shown on the attached drawings.

2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.

3. In consideration of the receipt of a payment in the amount of **$12,450.33,** of which $12,410.33 is a refundable Advance for Construction and $40.00 is a non-refundable payment for permit fee, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is required to work during the winter construction season, Applicant agrees to pay an additional sum of $4.93 per trench foot as a refundable Advance for Construction for all required trenching.

4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:

    a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.

    b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.

MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.

d. Revenue for un-metered private lighting shall not be included in any refund.

e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.

f. Never shall the total of refunds exceed the refundable portion of the payment stated above.

g. No refunds shall be made for customers served from a further extension of the above-described electric line extension.

5. Except as may hereinafter be provided, MidAmerican Energy Company shall:

a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.

6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.

7. Pursuant to MidAmerican's tariff, the Applicant is required to pay actual permit fees. Permit fees may not be offset by Revenue Credit and are to be paid regardless of whether the applicant is required to pay a Refundable Advance or a Nonrefundable Contribution.

8. Applicant shall be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not

MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.

9. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drainpipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.

10. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.

11. Applicant shall furnish, install, own and maintain all 2-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 13th day of July 2023.

MIDAMERICAN ENERGY COMPANY

By: _____

Title: _____

Accepted this _____ day of _____, 2023

APPLICANT:

By: _____

Title: _____

MIDAMERICAN ENERGY COMPANY

Ankeny Airport – North Hanger

3700 SE Convenience Blvd. Ankeny IA

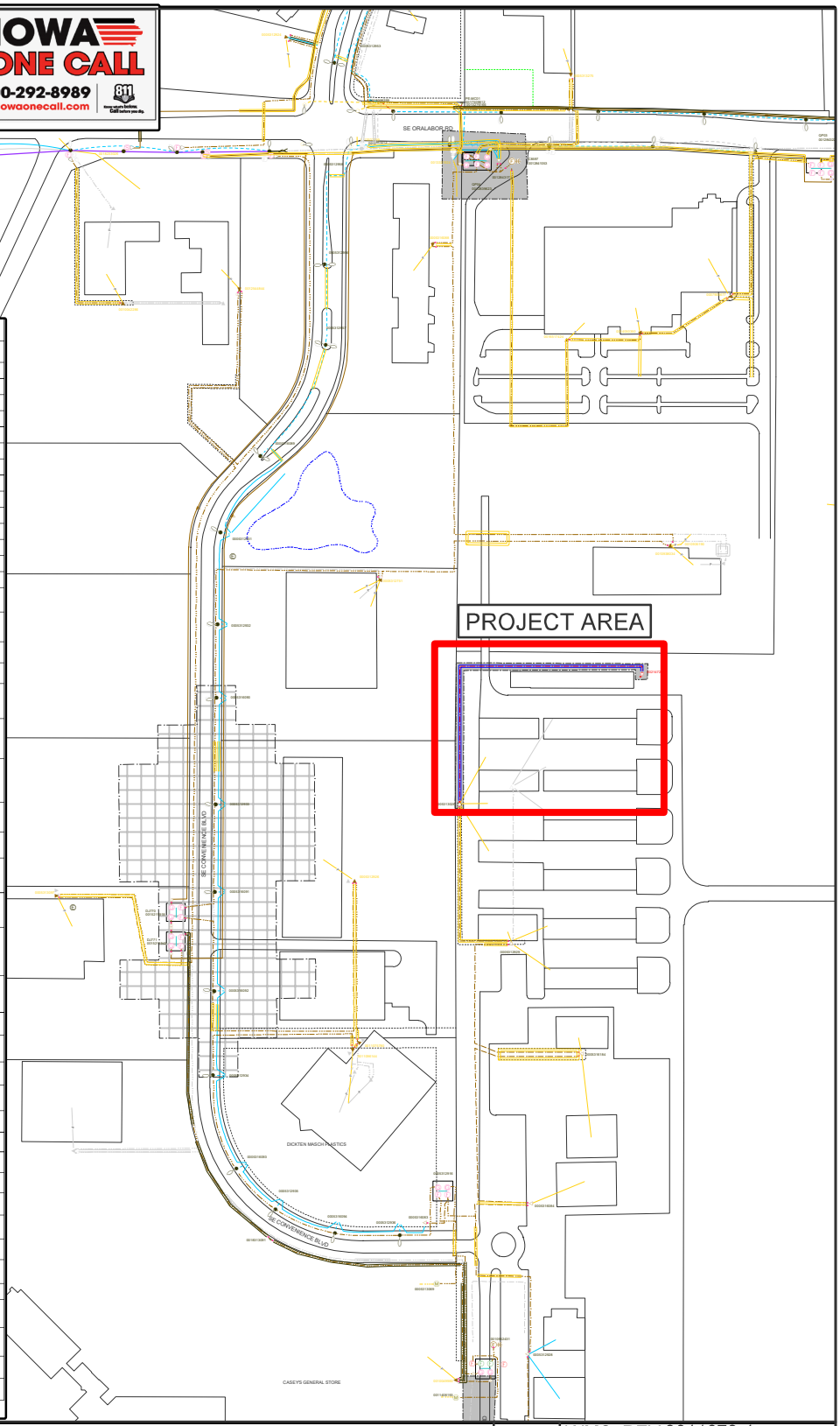
IOWA ONE CALL

1-800-292-8989

www.iowaonecall.com

811

LEGEND	
GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR
	EXISTING OVERHEAD 2-PHASE CONDUCTOR
	EXISTING OVERHEAD 3-PHASE CONDUCTOR
	EXISTING OVERHEAD FEEDER
	EXISTING OVERHEAD TRANSMISSION
	EXISTING UNDERGROUND 1-PHASE CABLE
	EXISTING UNDERGROUND 2-PHASE CABLE
	EXISTING UNDERGROUND 3-PHASE CABLE
	EXISTING UNDERGROUND FEEDER
	EXISTING OVERHEAD SECONDARY CONDUCTOR
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING UNDERGROUND STREETLIGHT CABLE
	EXISTING CUSTOMER OWNED SECONDARY
	EXISTING OVERHEAD TRANSFORMER
	EXISTING OVERHEAD TRANSFORMER BANK
F	EXISTING OVERHEAD FUSE
S	EXISTING OVERHEAD SWITCH
FHE	EXISTING OVERHEAD CAPACITOR BANK
CLOSED OPEN	EXISTING VOLTAGE REGULATOR
OPEN	EXISTING RECLOSER
I	EXISTING OVERHEAD FAULT INDICATOR
	EXISTING 1-PHASE PADMOUNT TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING 4-BAY SWITCHGEAR
	EXISTING 6-BAY SWITCHGEAR
	EXISTING FUSED ENCLOSURE
PE	EXISTING PRIMARY ENCLOSURE
FHE	EXISTING PAD MOUNT CAPACITOR BANK
SE	EXISTING SECONDARY PEDESTAL
SE	EXISTING SECONDARY HANDHOLE
	EXISTING MEC TRANSMISSION POLE
	EXISTING MEC DISTRIBUTION POLE
	CUSTOMER OWNED POLE
	EXISTING DOWN-GUY
	EXISTING STREETLIGHT
	EXISTING SECURITY LIGHT
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY RISER
	EXISTING PRIMARY SPLICE
	EASEMENT
	CUSTOMER INSTALLED DUCT
INSTALLS	INSTALLATIONS ARE DISPLAYED IN RED
REMOVALS	REMOVALS ARE DISPLAYED IN GREEN



MIDAMERICAN ENERGY COMPANY

Crew HQ:DMAT

Cust: ANKENY AIRPORT- NORTH HANGARS

Addr: 3700 Convenience BLVD

City: ankeny

X = 1621126 Y = 618729

WMS_REV:3011672-1

Date: 7/3/2023

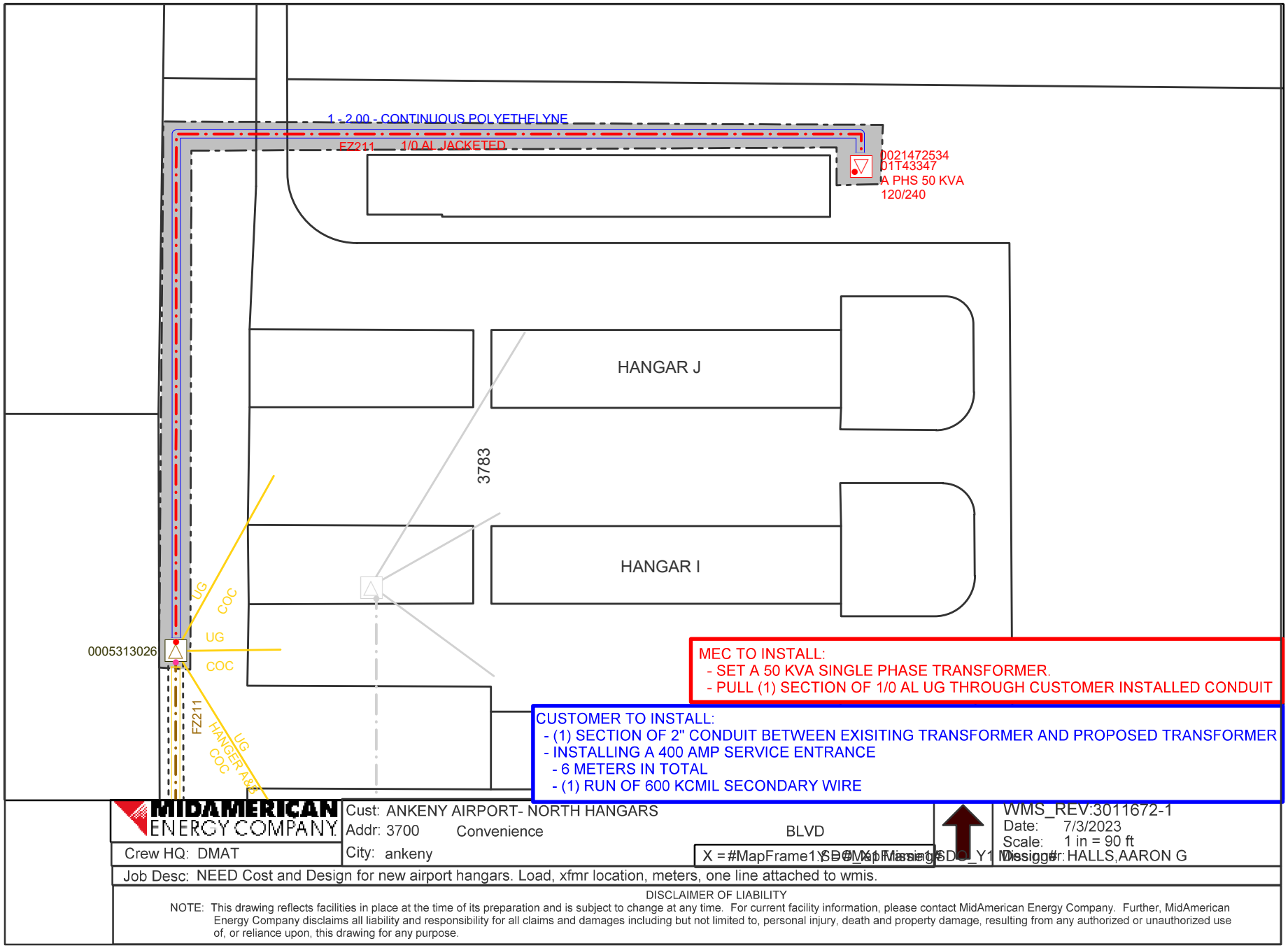
Scale: 1 IN = X FT

Designer: HALLS,AARON G

Job Desc: NEED Cost and Design for new airport hangars. Load, xfmr location, meters, one line attached to wmis.

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.



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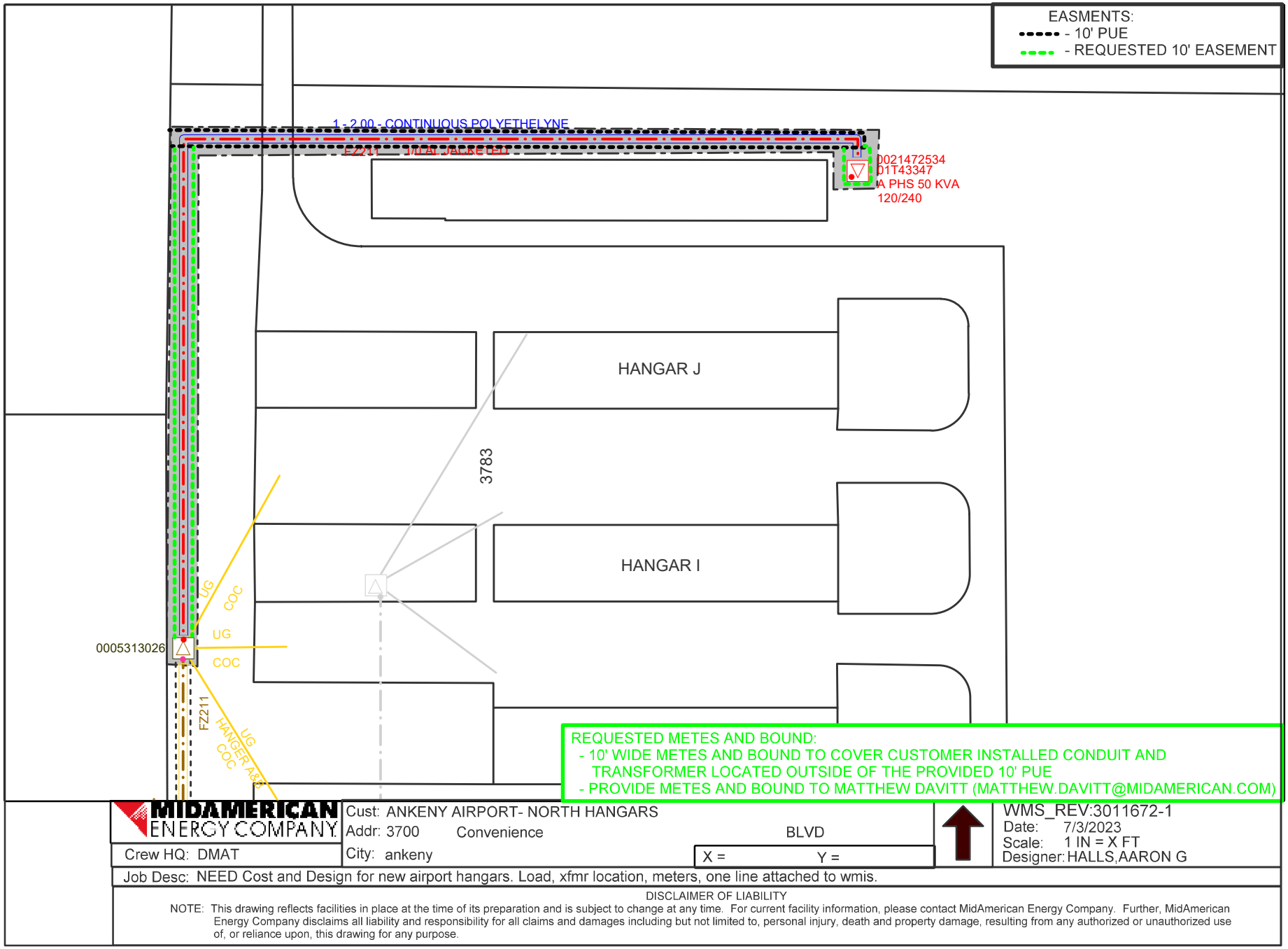

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Pull-Planner™ Report

Pull Description: North Hanger
Pull File Name: North Hanger.xpll

Conduit ID: 2.067 Inch(es) Conduit Fill: 28.9%

Total of 1 cable(s) of 1 different type(s) being pulled.

Type #1 1 Cable(s) O.D. of 1.11 inch(es) weight of 0.63 lbs/ft

Total cable weight: 0.63 lbs/ft
Weight correction factor set to: 1
Configuration: Single Cable
Jam/Clearance Analysis: Jamming Not Possible

Lubricant not set for this pull

Pull Detail Summary

Total (Cumulative) Bend: 360 degrees
Total Length Including Bends: 877 feet
Conduit Fill 28.9 %
Total Cable Weight: 0.6 lbs per foot
Conduit Condition: Good

Incoming Tension: 0 lbs Pull COF: 0.35

Seg #	Straight Section Slope (°) (°)	Slope Direction	Straight Section Length (ft)	Straight Section COF	Tension (lbs)	Bend Type	Bend Direction	Bend Radius (ft)	Bend Angle (°)	Bend Length (ft)	Bend COF	Tension (lbs)	Sidewall Pressure (lbs/ft)
1	90.0	Down	4.0	0.35	-2.52	Vertical Up	Down	3.00	90.0	4.7	0.35	-1.00	--
2	--	--	350.0	0.35	77.18	Horizontal	--	3.00	90.0	4.7	0.35	134.00	45.00
3	--	--	450.0	0.35	233.23	Horizontal	--	3.00	90.0	4.7	0.35	404.00	135.00
4	--	--	50.0	0.35	415.03	Vertical Up	Up	3.00	90.0	4.7	0.35	721.00	240.00
5	90.0	Up	4.0	0.35	723.52	None	--	--	--	--	0.35	724.00	--

The Pull-Planner™ 4.0 Software uses the cable pulling (tension estimation) equations common in technical studies and included in a number of industry standards. The friction coefficients in the software database are laboratory measurements. A number of field factors can influence the effective coefficient of friction. Engineering judgement and experience should be used in the selection of appropriate friction coefficients for use in the calculations.

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to accept the electrician's proposal to replace the non-working rotating beacon 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
Beacon Fixture - Proposed
Baker Electric Quote

L-802A(L) LED Rotating Beacon

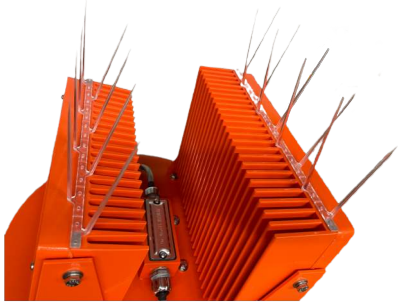
Applications:
L-802A Rotating Beacons are designed primarily for night operation as identification and location markers for airports.

Compliance with Standards:
FAA: L-802A(L) A/C150/5345-12F High Intensity Airport Beacon. ICAO: Annex 14, Volume 1

Optional Beacon Tipdown Pole

Features

- FAA ETL Certified, AIP Qualified
  75% Power reduction over traditional metal halide lamps
- Instant on- no more waiting for bulbs to get to full bright!
- FAA Certificate of Conformance: L-802A(L)- High Intensity Airport Beacon (AC 150/5345-12F)
- ICAO: Aerodromes, Annex 14, Volume 1, Eighth Edition. Photometry – Chapter 5, Sec. 5.3.3.6 and 5.3.3.7
- Chromaticity – Appendix 1 Section 2.3.1
- One white LED lamp, One aviation green LED lamp
- 50,000 hour typical lamp life (12 years)
- Patented belt-drive system eliminates the lubrication required by conventional gear-drive beacons (U.S. Pat. 5,339,224)
- 50,000 hour typical lamp life (12 years)
- Lamps preset 5˚ above horizontal, adjustable
- Optional stainless steel cabinet & bearings for highly corrosive environments
- Class I (No Heater) normal operating temperature range: 0°F to +131°F (-18°C to +55°C)
- Class 2 (With Heater) normal operating temperature range: -67°F to +131°F (-55°C to +55°C)
- Heater thermostatically controlled to engage at 0°F
- Optional tell-tale relay (monitors lamps and triggers dry contact on outage)
- Power Consumption L802A(L):
  Class I; 195W, Class II; 595W
- Manufactured by Hali-Brite® Inc.



Optional Bird Spikes

L-802A(L) LED Rotating Beacon

Ordering Information

Part Number	Description
L802AL116	120 VAC, 60 Hz, Class I
L802AL125	220-240 VAC, 50 Hz, Class I
L802AL126	220-240 VAC, 60 Hz, Class I
L802AL216	120 VAC, 60 Hz, Class II
L802AL225	220-240 VAC, 50 Hz, Class II
L802AL226	220-240 VAC, 60 Hz, Class II

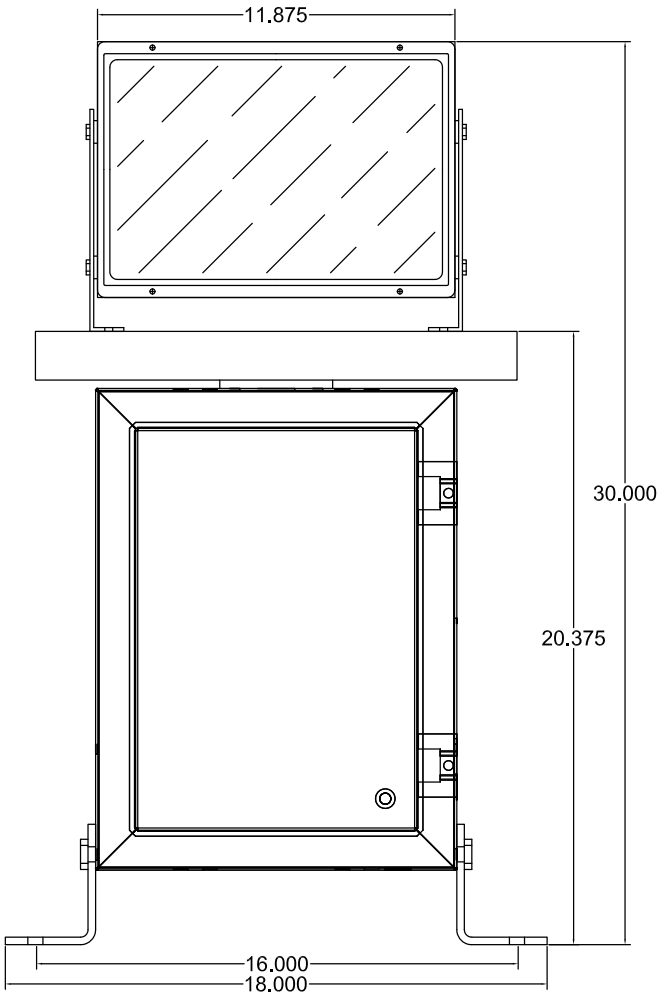
*220-240v Models are for overseas applications, (220-240 volts LINE TO NEUTRAL)

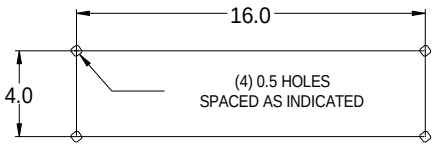
Options

Part Number	Description
L801/802 T/T LED 120	Tell-Tale Relay 120V
L801/802 T/T LED 240	Tell-Tale Relay 240V 60Hz
L801/802 Bird Spikes	Large polycarbonate resin spikes running along each beacon head to deter birds. UV Stabilized, Clear.
L802 HBM SS	For corrosive environment installations/ installations within 100mi of seawater: stainless steel cabinet, bearings, legs and hardware throughout.
4200-0000A	Tower Mounting Kit: Creates a platform from 36" Beacon to all current model beacons
4200-0001A	Tower Mounting Kit, Stainless Steel

Replacement Parts

Part Number	Description
0100-3944	Surge Protector
0200-0033	200 W Power Supply
0200-0034	70 W Power Supply
0600-0003	Drive Belt
4100-0000-1A	Motor 120VAC
4100-0006-2	Motor 230VAC
5000-0003	Pulley, Main Shaft
5000-0004	Pulley, Motor
9100-0015	1/2 in Conduit Cover & Gasket
9200-0052	Head Assembly, White
9200-0053	Head Assembly, Green





MOUNTING BOLT PATTERN

Shipping Information

Unpackaged Weight: 77 pounds
Shipping Weight: 120 pounds
Shipping Volume: 48”x40”x26”

ADB SAFEGATE Customer Service & Sales Support
+1-800-545-4157, Press 4
salessupport@adbsafegate.com
ADB SAFEGATE Technical Service & Support
+1-800-545-4157, Press 3
techservice.us@adbsafegate.com

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

July 28, 2023

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 Rotating Beacon Light replacement

- Remove and reinstall the rotating beacon light, includes lift and crane for removal and replacement.
- All necessary materials for install.
- All work to be done during our regular business hours.

Total cost for above: $39,285.00.

Proposal excludes:
- New circuits or power for the beacon, existing will be maintained and reused.

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

BAKER ELECTRIC
An EMCOR Company

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve payment to Ridnour Construction of Windsor Heights, Iowa for 16 additional emergency pavement patches on Runway 18/36 in the amount of $2,002.88.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Invoice

Ridnour Construction
7123 Del Matro Ave
Windsor Heights, IA 50324
+1 5155777840
ridnourconstruction@gmail.com
http://www.ridnourconstruction.com

INVOICE

BILL TO
Paul Moritz
Ankeny Airport Manager
410 W. First St.
Ankeny, IA 50023

INVOICE # 2779
DATE 07/25/2023

DESCRIPTION	AMOUNT
Clean out 16 holes in runway. Install Supplied Fast Patch 5000. Haul away debris.	
Material and Labor 16 @ 125.18	2,002.88

Please return yellow copy.

BALANCE DUE **$2,002.88**

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

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Strengthen Community Engagement

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve the Special Event Application for the September 14, 2023 Above & Beyond Cancer Fundraiser to be held within the terminal building pending the required submittals.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Permit Application

Date received by the Authority: _____ by: _____

Ankeny Regional Airport Special Events Application

This application must be approved by the Authority prior to any special events held on Ankeny Regional Airport property. Return the completed application to: Polk County Aviation Authority, Attn: Airport Manager, 410 West First Street, Ankeny, IA 50023-1557. Include a refundable $200 deposit check with the application.

Special event applications must be received by the Authority at least 45 days in advance of the event to be considered for approval.

If your event entails multiple venues/activities, please add additional sheets as necessary to provide detailed information. All event applications are subject to approval by the Airport Manager or his/her designee, the Fixed Base Operator, the Polk County Aviation Authority and the Federal Aviation Administration (FAA). Final approval by the Authority will state any conditions which must be met for the event to be held, including insurance requirements. Refer to the contacts list for questions.

General Information:

Name of event	Above + Beyond Cancer Hangar Party			
Day and date of event	Thursday, Sept 14.	New event? (Yes) No	Returning event? Yes (No)	
Location where event will be held	Terminal / FBO			
Description of event	Charity event to support cancer survivor + caregiver programs.			
Sponsor or hosting organization and phone number	Above + Beyond Cancer 515-770-1426			
Name and mailing address of local contact person	Chris Goodale, President 1305 - 50th Street West Des Moines, IA 50266			
Daytime phone #	515-770-1424	Mobile phone # 515-770-1426	Fax # —	
E-mail	Chris@aboveandbeyondcancer.org			
Event start time	5pm	Event end time 9pm	Note: All clean-up must be done on the day of the event. Costs to remove any remaining trash or equipment will be billed to the organizers	
Set-up start date and time	Noon - 9/14/23	Tear-down end date and time 10pm - 9/14/23		
Name of event contractor, if applicable	Riprap Events			
What type of audience is the event planned for?	basic PA system			
Anticipated number of Participants:	200	Spectators:	Adult volunteers: 30	
Are there fees for the participants or spectators?	(Yes) No	Will fees be collected on site?	Yes (No)	

Special Events Permit: Events expecting 200 or more people at any one time may be required to obtain a special event permit from the City of Ankeny. Application must be received by the City Clerk's Office at least thirty (30) days prior to the event.

Sound System and/or Lighting: Use of any type of amplified sound system will require a noise permit from the City of Ankeny, application must be received at least ten (10) business days prior to the event. Further, lighting must not interfere with aircraft operations or impede the ability of pilots, ground control, operations, or any other primary service to safely conduct their jobs or interfere with safety lighting in place on the airport.

Please indicate if you will be using any of the following sound systems or temporary lighting:

____ Amplified sound/speakers ___X___ Public address system ____ Recorded music ___X___ Live music

____ Temporary outside lighting ___X___ Temporary indoor lighting ____ Spot light of any kind

Tents/Canopies/Stages: The use of temporary structures may require a tent permit from the City of Ankeny Planning and Building Department, application must be received a minimum of five (5) business days prior to the event. The use of such structures may be limited in some areas due to underground utilities and irrigation systems. Tent ropes and guy lines shall not be tied or anchored to trees, monuments, railings, fences, signs, light poles, or airport navigational structures, runway lights or taxiway lights.

Please indicate if any of the following will be used at the event:

____ Tent, size: _____ ____ Canopy, size: _____

___X___ Stage ____ Bleachers ____ Bandwagon/Trailer Other: _____

Concessions: Food vendors must contact Polk County Public Health (515-286-3798) in advance of the event for any required permits and guidelines. Any required permits must be displayed at the event.

Will food or beverages be served at the event? NO (YES) If yes, please indicate if the food will be:

Cooked or prepared on-site?_____ Cooked over an open flame?_____ Catered in?___X___

Please list the types of food or beverages that will be available: Heavy appetizers,
Cash bar with wine, beer, + soda

Are you requesting approval to offer other items for sale at the event? If yes, what: _____

Alcohol and Tobacco: The sale of alcohol requires a license from the State of Iowa Alcoholic Beverages Division. This application must be completed online at least forty-five (45) days prior to the event. A liquor license is required for: the sale of alcohol; the presence of any hard liquor; if an admission fee is being charged; if you are otherwise recouping costs for the event; or if the event is exclusive and not open to the public.

Are you requesting that alcohol be served at the event? NO (YES)

All facilities at the Airport are non-smoking.

Restrooms: Will additional restroom facilities be brought to the event site? (NO) YES How many?_____

Clean-up and Trash Removal: All spaces used must be left in the condition they were in prior to the event. Clean-up of the area immediately following the event, including trash removal, is the responsibility of the applicant. Removal of any remaining materials, trash, or structures will be billed to the event organizers.

List who will be responsible for clean-up of the event site, include phone number:
Chris Goodale 515-770-1426

List who will be responsible for removal of trash from the event site, include phone number:
Chris Goodale 515-770-1426

Airport Utilities: Limited water and electrical power are available at some areas. A nominal fee may be charged for utility use and will be payable upon approval of the permit. Additional generator power or water supply is the responsibility of the applicant. Please indicate your source for the following utilities:

Electrical power: _____

Water: _____

Vehicle Loading/Unloading: Vehicles cannot be left unattended around the terminal building. If you are requesting loading or unloading around the terminal, you will need to arrange for a person to remain with the vehicle at all times.

Are you requesting that vehicles be permitted to load/unload near the terminal? NO (YES)

If yes, please indicate the locations and times: near Terminal / FBO at Noon on 9-14-23 for unloading - loading will be at 9pm on 9-14-23

Public Safety/Security: Public safety officials may be required for certain events as determined by the Authority or the FAA. If required, it is the responsibility of the event organizers to work with the City of Ankeny Police Department and/or Fire Departments to arrange the necessary public safety coverage. Additional fees may be assessed to pay for the necessary staff to oversee such events.

Any events requesting access to the Airport Area of Operation will be approved on a case-by-case basis with additional security measures in place.

By signing this event application, the applicant agrees and understands that this application is not permission to violate any laws, ordinances or statutes. The Police Department has the authority, in the interest of public welfare, safety or order, to terminate the event without notice.

Applicant's printed name: Christopher J. Goodale

Applicant's signature: Christ J Goodale, President

Date: 7-14-23

Important Contacts:

Airport Manager, Paul Moritz: (515) 965-6428

Fixed Base Operator, Exec 1 Aviation: (515) 965-1020

Ankeny City Clerk: (515) 965-6400

Ankeny Planning & Building Department: (515) 963-3520

Ankeny Police Department: (515) 289-5240

Ankeny Fire Department: (515) 965-6469

Polk County Public Health: (515) 286-3798

Iowa Alcoholic Beverages: www.iowaabd.com

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

North Property Line Box Hangars Project: Acquisition of Sanitary Sewer Easement on SPAL Property.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Easement Document
Easement Plat
Plan View - Sewer

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Paul Moritz, PE - Ankeny Regional Airport Manager - Polk County Aviation Authority
410 West First Street; Ankeny, Iowa 50023 - pmoritz@ankenyiowa.gov

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SPAL-USA Incorporated, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

A 25.00 FOOT SANITARY SEWER EASEMENT BEING THE EAST 25.00 FEET OF THE WEST 115.00 FEET OF LOT 5, METRO NORTH AIR PARK, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, EXCEPT THE NORTH 60.00 FEET OF SAID LOT 5.

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Sanitary Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, or obstructions placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any

other ground cover (but not including any structures). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 10 day of JULY, 2023.

Grantor: SPAL-USA Incorporated

By: _____

Name: JUSTIN SAMPLE

Title: PRESIDENT

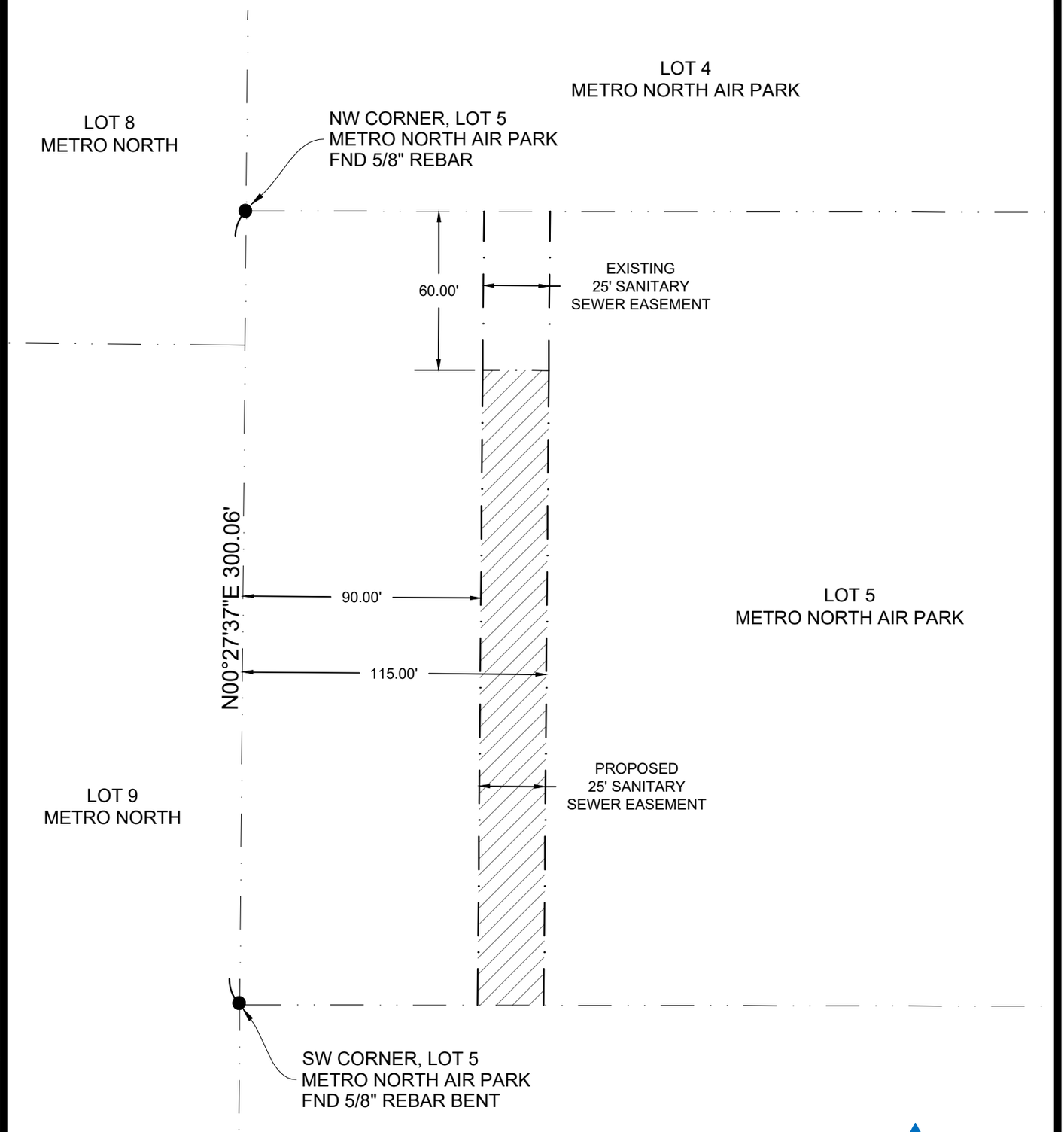
STATE OF IOWA, COUNTY OF POLK**, ss:**

On this 10th day of July, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Justin Sample, to me personally known, who being by me duly sworn, did say that he is President of SPAL-USA Incorporated, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of SPAL-USA Incorporated, by it and by him voluntarily executed.

PAUL BENSCHOTER
COMMISSION NO. 786467
Iowa
MY COMM. EXPIRES 06/01/2025
NOTARIAL SEAL

_____
Notary Public in and for the State of Iowa

EXHIBIT



N

NORTH

0 25 50

(IN FEET)
1 inch = 50 ft.

LEGAL DESCRIPTION:

A 25.00 FOOT SANITARY SEWER EASEMENT BEING THE EAST 25.00 FEET OF THE WEST 115.00 FEET OF LOT 5, METRO NORTH AIR PARK, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, EXCEPT THE NORTH 60.00 FEET OF SAID LOT 5.

DESCRIBED AREA CONTAINS 6,001 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

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335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
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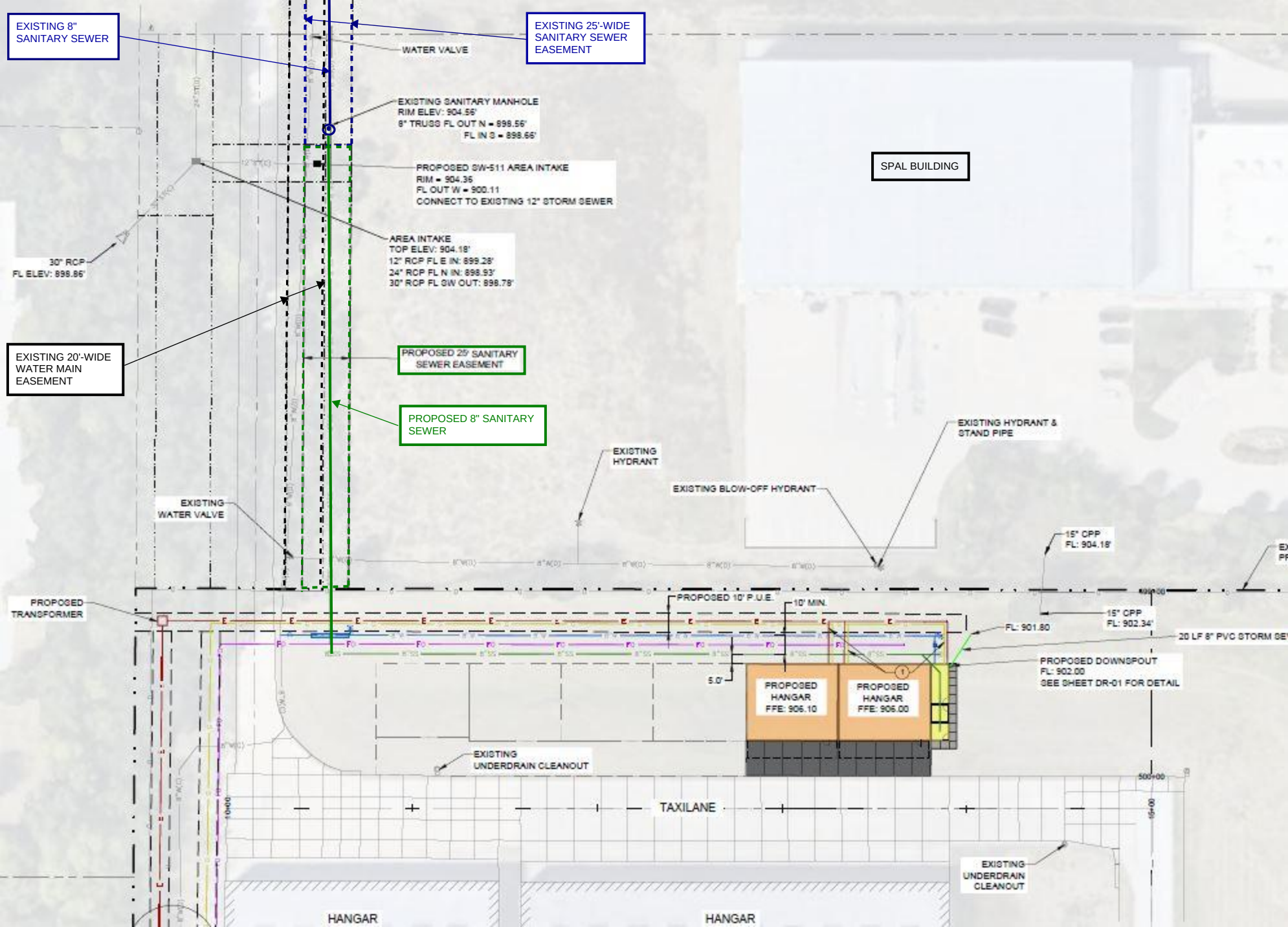
EXHIBIT
SANITARY SEWER
EASEMENT
ANKENY, IOWA
POLK COUNTY
2022001042-001
05/18/2023

ENGINEER	DRAWN BY
N/A	P.SHELQUIST
SURVEYOR	CREW CHIEF
P.SHELQUIST	N/A

SKETCH NO.
EXH-01

DRAWING PATH: \\mcecdsmpj01\projects\2022001042-001\06-Drawings\Survey\EXH - Sanitary Sewer Easement.dwg PLOT DATE: 05/18/2023 2:18 PM PLOTTED BY: PATRICK SHELQUIST


EXISTING 8" SANITARY SEWER
EXISTING 25'-WIDE SANITARY SEWER EASEMENT
WATER VALVE
EXISTING SANITARY MANHOLE
RIM ELEV: 904.56'
8" TRUSS FL OUT N = 898.56'
FL IN S = 898.66'
PROPOSED SW-511 AREA INTAKE
RIM = 904.35
FL OUT W = 900.11
CONNECT TO EXISTING 12" STORM SEWER
SPAL BUILDING
AREA INTAKE
TOP ELEV: 904.18'
12" RCP FL E IN: 899.28'
24" RCP FL N IN: 898.93'
30" RCP FL SW OUT: 898.78'
30" RCP
FL ELEV: 898.86'
EXISTING 20'-WIDE WATER MAIN EASEMENT
PROPOSED 25' SANITARY SEWER EASEMENT
PROPOSED 8" SANITARY SEWER
EXISTING HYDRANT & STAND PIPE
EXISTING HYDRANT
EXISTING BLOW-OFF HYDRANT
EXISTING WATER VALVE
15" CPP
FL: 904.18'
PROPOSED TRANSFORMER
PROPOSED 10' P.U.E.
10' MIN.
15" CPP
FL: 902.34'
FL: 901.80
20 LF 8" PVC STORM SE
PROPOSED DOWNSPOUT
FL: 902.00
SEE SHEET DR-01 FOR DETAIL
5.0'
PROPOSED HANGAR FFE: 906.10
PROPOSED HANGAR FFE: 906.00
EXISTING UNDERDRAIN CLEANOUT
TAXILANE
EXISTING UNDERDRAIN CLEANOUT
HANGAR
HANGAR

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Enhance Quality of Life

ACTION REQUESTED:

LEGAL:

No Review Required

SUBJECT:

ADA Compliance Review - Entrance into the Iowa Aviation Heritage Museum

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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MEMO

DATE 7/14/23 PROJECT McClure 2022001042-000

TO Paul Moritz, PE
Airport Board Manager

CC Jay Pudenz, PE, LEED AP
Austin Moran, PE

FROM Gavin Scroggin

SUBJECT Iowa Aviation Heritage Museum ADA Ramp

Please inform *AUTHOR* of any additions, corrections, or clarifications to these notes.

To whom it may concern,

I was tasked by Jay Pudenz to investigate the ADA compliance of the Iowa Aviation Heritage Museum after a recent complaint. I visited the site on June 28th, 2023 and reviewed current site access. It was discovered that there is no current ADA compliant entrance to the facility. I have outlined below the steps needed to reach compliance along with an estimated cost opinion.

The current facility does not have an ADA ramp from the parking lot. The current sidewalk to the entrance of the building is approximately 27' long and 6' wide. It is recommended to remove the existing 6' wide sidewalk and a 6' section of curb directly in line with the existing sidewalk. This area should be re-graded for a new sidewalk with a maximum running slope of 5% or less, meeting current ADA accessibility requirements. The estimated cost for this scope of work is $8,250. This scope breakdown is as follows:

Demolition and removal of existing sidewalk: $1,610
Regrading of earth to accommodate ADA ramp: $1,650
Form and pour new ADA ramp: $2,430
Overhead, Contingency and Fee: $2,569

Please do not hesitate to reach out with any questions or concerns.

Sincerely,

Gavin Scroggin
Project Manager – Building Services
McClure

??

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:

No Review Required

SUBJECT:

Tee Hangar Buildings: Rain Gutter Repair Estimate by Jensen Builders

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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Repair Estimate

Paul,

The cost to repair the existing gutters on the 6 hangars at the airport would be $9,600 per building. This includes all labor, material, and equipment to repair the existing gutters.

If you want me to pursue a price for replacing the existing gutters please let me know.

Thanks.

Charlie Dunn
Project Manager
Jensen Builders Ltd
2097 NE 60th Avenue
Des Moines, Iowa 50313
Phone: 515 393 5175
Cell: 515 269 0403
Fax: 515 292 5100
Email: charlied@jensenbuilders.com

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Deliver Exceptional Service

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Schedule for Tee Hangar Inspections - September 12, 2023

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Deliver Exceptional Service

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Update on the FOD Commander - Runway 18/36 Cleaning

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

August 10, 2023
5 : 00 PM

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?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Request for Executive Session under Code Section 21.5.1 (c)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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

ADDITIONAL INFORMATION:

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

ATTACHMENTS:

Click to download
No Attachments Available