



Polk County Aviation Authority Meeting

Thursday, June 9, 2022

5:00 PM

1250 SW District Drive, Ankeny, Iowa

INSTRUCTIONS TO JOIN ELECTRONIC MEETING:

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

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

A. ROLL CALL

B. ADMINISTRATIVE

1. Administer Oath of Office to Current Board Member - Todd Ashby
- term expiring June 30, 2026

C. APPROVAL OF AGENDA

1. Approval of the June 9, 2022 Agenda

Action# C1-1. Consider motion to approve and accept the June 9, 2022 agenda without amendment.

D. PUBLIC FORUM

E. FBO REPORTS

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

F. FINANCE / BUDGET REPORTS

G. CONSENT AGENDA ITEMS

- CA - 1** Consider motion to approve the May 5, 2022, minutes.
- CA - 2** Consider motion to approve Payment #51 in the amount of \$5,953.90 to McClure Engineering Company for services that include General On-Call Engineering Services.
- CA - 3** Consider motion to approve Payment #11 in the amount of \$1,400.20 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 2.
- CA - 4** Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$18,071.90.
- CA - 5** Consider motion to approve June 2022 Financial Reports

- **APPROVAL OF CONSENT AGENDA ITEMS**

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

Action# G1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-5.

H. REMOVED CONSENT AGENDA ITEMS

I. OLD BUSINESS

J. NEW BUSINESS

1. Consider motion to approve a request for a Building Setback Variance from the City of Ankeny Zoning Board of Adjustment
North Property Line Box Hangars - Phase 1
2. Consider motion to approve the completion of an Independent Fee Estimate (IFE) of Task Order No. 10 - Runway 18/36 Preliminary Engineering Services
3. Consider motion to approve the Des Moines Real Producers Wings and Wheels Special Events Application for August 11, 2022
4. Consider motion to adopt **RESOLUTION** authorizing the selection process for retaining an engineering firm for the 5-year period from November 1, 2022 to November 1, 2027.
5. Consider motion to adopt **RESOLUTION** authorizing the farm lease with Dennis Miller.
6. Consider motion to approve the Corvette Club - Wheels Up at the Ankeny Airport Special Events Application for September 24-25, 2022.

K. REPORTS

1. **Engineering Report**
 - a. Report on the May 11, 2022 Joint Patching on the Main Runway
 - b. Status of Taxiway D Box Hangar Construction and Channel Drainage Issue

- c. Update on Main Terminal Hangar Door Replacement

2. **Staff Report**

- a. Field Review of Box Culverts - East Side of Airport
May 19, 2022
- b. AllEnergy Taxiway D Box Hangar - Construction Schedule Update
- c. June 17, 2022 Planned Airport Inspection by the Iowa DOT Aviation Director
- d. Expiration of 5-Yr Snow Removal Agreement with the Elder Corporation

3. **Legal Counsel Report**

- a. Maintenance Building Expansion Proposal by Exec 1 Aviation and
Land Leases tied to FBO Master Agreement

4. **Board Report**

5. **Chair Report**

L. **ADJOURNMENT**



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

 Print

??

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

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



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Administer Oath of Office to Current Board Member - Todd Ashby
- term expiring June 30, 2026

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Oath of Office

OATH OF OFFICE

OFFICE OF BOARD MEMBER OF THE POLK COUNTY AVIATION AUTHORITY BOARD

I, **Todd Ashby**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge the duties of the office of BOARD MEMBER of the Polk County Aviation Authority Board in Polk County, Iowa, as now or thereafter required by law.

Dated at Ankeny, Iowa, this 9th day June, 2022.

Todd Ashby, BOARDMEMBER

STATE OF **IOWA**
COUNTY OF **POLK**

Signed and sworn to (or affirmed) before me on this 9th day of **June, 2022.**

by **Todd Ashby**

Signature of Notary Public

PCAA Administrative Staff Member
Title (or Rank of Military Personnel)



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

 **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](#)

FBO REPORT June 09th, 2022

FUEL SALES

04/26 - 05/25	2022 Gallons		2021 Gallons	Last Month
100LL	6,651.6		-	5,212.5
JET-A	41,249.0		-	33,657.0
Total Gallons	47,900.6		-	38,869.5
47,900.6 x \$.09/gallon=		\$ 4,311.05		

Self-Serve fuel sales: 1,218.4 gallons equaling 18% which is up from 15% last month.

T-HANGARS

ACCOUNTS RECIEVABLE: Nothing to report.

LEASES: Nothing to report.

INSURANCE RENEWALS: In Process

WAITING LIST: See attached list.

VIOLATIONS: Nothing to report.

REPAIRS: D\$'s door wasn't working smoothly so it was lubed and adjusted.

MISC: Gutter sealing and repairs have been put on hold due to the cold weather.

AIRFIELD

LIGHTING:

Still working on a repair for runway 04 REIL, when the units were disassembled burned circuit boards were found and replaced. Both need new power supplies and have been ordered. Van Mannen has been trying to source all of the parts needed to complete repairs but they've been having trouble getting what they need.

Runway 18 REIL (left side) is not flashing properly. Van Mannen has been called. Van Mannen has been trying to source all of the parts needed to complete repairs but they've been having trouble getting what they need.

Runway 36 REIL (left side) is not flashing properly. Van Mannen has the part ordered to fix it, they are waiting. Van Mannen has been trying to source all of the parts needed to complete repairs but they've been having trouble getting what they need.

EXEC1

— AVIATION —

Runway 04/22 looks great with all the lights except one not working. There are numerous taxiway lights that are not working, Van Mannen is working on these issues, we pretty much have enough spare parts that they can piece things together to get all of these working. I am having them order a couple of spares so we have them on hand.

MOWING:

Mowing is going well albeit slow in between the rain.

SNOW REMOVAL:

Done for the season.

WILDLIFE:

Nothing to report.

MISC:

There was a small leak on one of the pipes going into the fuel filter on the JET farm, this has been repaired.

Our AWOS has gone down several times since the last board meeting, a few components burned up and some underground wiring was faulty. There is a master cable that runs from the AWOS site to the FBO, of the 50+ wires in the bundle with only a handful being used. Several different pairs are now being used to bring the data stream from the AWOS station to the FBO. It is believed that when the construction crew cut the bundle several months ago that some of the wire splicing was subpar causing our issues. Since the new pairs are in use we have not had any problems.

SPECIAL

The new box hangars along taxiway Delta seem to be pretty much complete, the owners now have airplanes in them. There was quite a mess of FOD left over when the builders left. My team and I cleaned up what we could, but a lot was left on the ramps in the form of rubble and small pieces of FOD.

When the next hangars are constructed, I'd like to see if something can be done to better control this, a lot of paper / plastic / insulation was picked up between taxiway Delta and Runway 04/22.

Two airport tours were given by me and a couple of my team, one was the Ankeny Clover Kids 4-H Club and the HEED Homeschool Group. The kids and adults had a good time learning about the airport and airplanes. Exec 1 donated a free plane ride to both groups. Community outreach is important to us and I'd like to do more of these types of things throughout the summer.

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)

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

Pos	Date Added	Name	Plane	Phone	E-Mail	Notes
T HANGAR						
1	10/1/2018	Markus Kelly	Looking	515-419-0099		11/3/21 Dave K - Called Markus; 515-499-6518 has been disconnected. Sent e-mail to office@flykds.com asking him to get ahold of me. 11/4/21 Dave k texted with (I got the number from Frici) asking if has a number (he did). 11/4/21 Markus texted back and said he doesn't have a plane for this hangar but would buy one once the hangar opens up. 02/02/22 Dave K texted Markus letting him know he is number on one the list. He does not have a plane to put into the hangar. Once he gets the hangar he understands that he has 90 days to get something purchased. 05/22/22 Dave K texted Markus to see if he was still interested and that he'd have 90 days to get a plane in there, he said yes and wanted to know what date it might be available. I told him I wasn't sure.
2	10/16/2018	George Qualley	Mooney M20	515-556-5058	qualleyiv@mac.com	11/3/21 Dave K - Called and left a voice message. 11/5/21 Dave K called and left a message. 11/7/21 Dave K may have found him on FB Messenger so I sent him a message. That was him, he called back and would like to stay on the list. I also updated his phone number to his cell. 02/13/22 Sent George an e-mail to see if he'd like to remain. 02/17/22 George emailed back that he'd like to remain on the list.
3	10/24/2018	Todd Slezak	Arrow III	319-210-3793	slezcpr@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.
4	11/5/2018	Corey Kautz	Cirrus	515-865-2546	coreykautz@hotmail.com	11/5/21 Dave K - I have not talked to Cory but I suspect he will drop off the list once his private hangar is built. 05/22/22 Dave K sent Corey and e-mail to see if he wanted to remain on the list now that his hangar has been built and he's moved into it.
5	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.
6	7/17/2019	Tony Morris	Zenith 750	515-202-4383	tkmorristwo@yahoo.com	11/5/21 Dave K - e-mailed Tony asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
7	7/17/2019	Jeff Davis	Looking	515-444-7673		11/5/21 Dave K talked to Jeff, he'd like to stay on the list as he may buy a plane in a year.
8	8/28/2019	Dan Stull	Looking	515-447-2339	Dan@Stullcompanies.com	
9	6/7/2017	Mike Hubbell	SR 22	515-988-3646	mchubbell@gmail.com	11/5/21 Dave K - e-mailed Mike asking if he is still interested and what type of plane he has. 11/7/21 Dave K texted Mike the e-mail that was sent. 11/7/21 he emailed back and would like to stay on the list. He has an SR22 and it thinking about adding a smaller plane, a car and a project in this hangar.
10	10/18/2019	Dick Bascom	182	515-240-3001	Pop@BascomTruckandAuto.com	Found this request in wrong file 5.28.2020. 11/5/21 Dave K - e-mailed Dick asking if he is still interested.
11	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.
12	11/22/2019	Nick Olson	Glasair	515-745-0603	cfi.nick@gmail.com	11/5/21 Dave K - e-mailed asking if he is still interested and what type of plane he has. 11/5/21 He emailed back to stay on the list.
13	12/23/2019	Ben Welch	Lancair, Robinson, C172	217-443-4992	bwelch54@msn.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
14	1/10/2020	Andy Maysent	Looking	515-231-1422	aMaysent@mecresults.com	11/5/21 Dave K - texted asking if he is still interested. 11/6/21 texted back to remain on list.
15	1/14/2020	James (Skip) Clark	Long EXZ N989LE	224-420-1400	S2244201400@gmail.com	via email. 11/5/21 Dave K - texted asking if he is still interested. 11/5/21 He said to keep him on the list.
16	1/23/2020	Ryan White	RV-9A	515-707-0124	ryanwhite72@gmail.com	Found this request in wrong file 5.28.2020. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 he would like to stay on the list.
17	2/11/2020	Darrin McBroom	Looking	515-271-2760	Darrin.Mcbroom@drake.edu	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.

18	4/14/2020	Steve Johns	182	515-357-4247	johnzy3353@gmail.com	Found this request in wrong file 5.28.2020. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
19	4/20/2020	Scott Hogue	RV7	515-779-2447		Found this request in wrong file 5.28.2020. 11/5/21 Dave K - emailed asking if he is still interested. 11/22/21 Dave K texted to see if he's still interested. 11/22/21 He texted back that he'd like to remain on the list.
20	4/22/2020	Kurt Wendl	Looking	515-883-0566	kurtwendl@gmail.com	Found this request in wrong file 5.28.2020.11/2/21 Dave K texted with Kurt, he will be moving back to DSM in 3 - 4 years asked be moved to bottom of the list.
21	8/7/2017	Peter James	Looking	515-991-5542	rvpilot@mchsi.com	11/5/21 Dave K - emailed asking if he is still interested. He said to keep him on the list, he may end up buying a plane at some point.
22	2/16/2016	Tom Burghardt	Cessna 340, RV7	515-418-2028	tlburghardt@stineseed.com	11/5/21 Dave K - emailed asking if he is still interested. 11/22/21 Dave K texted Tom to see if he is interested. I never heard back from the email I sent. 11/22/21 Tom called, the 340 won't fit in the T hangars however he also has an RV7 that will fit. He'd like to remain on the list.
23	3/21/2016	CAP - Darrel Mullins	Saratoga or Motor glider	515-490-6779	darrelmullins@me.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 wants to stay on list.
24	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.
25	4/8/2016	Tom Kielty	Cessna 150	515-480-0313	tkielty73@gmail.com,wkielty@cloud.c	11/5/21 Dave K - texted asking if he is still interested. 11/5/21 Tom texted back to keep him on the list.
26	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.
27	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.
28	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.
29	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.
30	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.
31	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.
32	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.
33	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.
34	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.
35	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.
36	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.
37	4/14/2021	Ben Welch	Lancair, Robinson, C172	217-443-4992	bwelch54@msn.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
38	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.
39	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.
40	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.
41	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.
42	6/8/2021	Alex Kalitzki	Looking	515-669-6993	kalitzkialexm@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back, he wants to stay on the list.
43	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.
44	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
45	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.

46	8/31/2021	Sam Marcsisak	looking	515-208-7946	Sam@midioelectric.com	11/5/21 Dave K - emailed asking if he is still interested. 11/08/21 emailed back asking t stay on list.
47	8/31/2021	Chad Larson	looking - C172	515-202-2394	CDLChadmark@hotmail.com	Dave K - Chad sent Dave an e-mail per Jeff Wagsness. Dave e-mailed Chad back letting him know he's been added to the list. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 he emailed back to stay on the list.
48	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.
49	9/27/2021	Ken Smith	Looking - Barron	515-771-4177	Ken@vistarei.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 emailed back to stay on the list. 11/22/21 Dave K - Ken stopped out to discuss options and he had questions about ownership.
50	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.
51	4/19/2018	Solar Flying Club	New / Looking	515-344-6107		Shawn Svoboda - 11/2/21 Dave K called no plane, asked to be put at the bottom of the list.
52	9/3/2015	Kurt Wendl	Looking or building	515-883-0566	kurtwendl@gmail.com	Dianna: Passed on 12/7/16 asked to be put on the bottom of the list. 11/2/21 Dave K texted with Kurt, he will be moving back to DSM in 3 - 4 years asked be moved to bottom of the list.
53	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.
54	11/29/2021	Nile Ackerman		515-480-8075	nile.ackerman@gmail.com	11/29/21 Dave K - Request received.
55	12/1/2021	John Roan	Champ	515-240-9495	johnroan01@gmail.com	12/01/21 Dave K - Request received.
56	12/14/2021	Ben Welch	Lancair, Robinson, C172	217-443-4992	bwelch54@msn.com	12/14/21 Dave K - emailed asking to be added to the list. He is on the list three times as he has two planes and a helicopter.
57	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.
58	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.
59	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.
60	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.
61	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.
62	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.
63	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.
64	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.

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

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	

5/26/2022

4	10/28/2020	Marc Broer				Only wants B-SE
5	10/28/2020	Ken Anderson				Will Pass on all others. Only wants G-NW - For door size
6	11/17/2020	Nic Rupiper		515-564-9715	nicholasrupiper@yahoo.com	
7	4/6/2020	Jacob Greenfield	Building A/C	319-573-9783	greenfj17@gmail.com	
8	7/7/2020	Todd Freeland		515-208-0819	todd@innovative-me.com	
9	2/3/2022	Dalton Headlee		515-975-3314	dalton.headlee@gmail.com	
10	4/21/2022	Lisa Reilly		515-661-4553		

COMMUNITY HANGAR						
1	9/8/2021	Darrel Mullins	Saratoga	515-490-6779	darrelmullins@me.com	Dave K added him to the list from a phone call. 02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list.
2	11/8/2021	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the May 5, 2022, minutes.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Minutes

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

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

Approval of Agenda

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

Public Hearing – PH 2022-03

A. Chairman Wangsness announced that this is the time and place for a public hearing on the matter of approving and authorizing the execution of an Amendment to Land License Agreement with Exec 1 Aviation II, LLC. Notice of this hearing was published in the Des Moines Register on April 22, 2022. Attorney Amy Beattie reported this is an amendment to include additional property to the south of the existing maintenance facility. Chairman Wangsness then asked for any public comment regarding the proposed budgets. Hearing no comments, Board Member Johnson moved to close public hearing 2022-03, Novak seconded. Ayes: 5

B. **Resolution 2022-15** authorizing the execution of amendment to land license agreement with Exec 1 Aviation II, LLC with revision to exclude the land lease payment. Board Member Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.

FBO Report

Dave Kalwishky reviewed his FBO Report with the Board.

Finance / Budget Report

Gardner reported on the 5/5/22 listing of bills. Jennifer Sease reported the FAA has put no restrictions on how the proceeds from the sale of property are used, as long as the funds are used at the Ankeny Regional Airport.

Consent Agenda Items

1. Approval of April 7, 2022, minutes.
2. Payment #50 to McClure Engineering Company for services that include General On-Call Engineering Services in the amount of \$5,598.50.
3. Approval of Bills and Transfer of Necessary Funds, \$816,952.25.
4. Approval of May 2022 Financial Reports

Approval of Consent Agenda Items

Board Member Novak moved, second by Gardner, to approve Consent Agenda Items CA-1 through CA-4. Ayes: Novak, Gardner, Ashby, Johnson, Wangsness.

New Business

- A. **Taxiway D Apron and Access Roadway Paving Phase 2:** Motion to approve a) Final Change Order #3 in the amount of \$4,836.00; b) Statement of Completion c) **Resolution 2022-16** accepting the public improvements with Concrete Technologies, Inc. in the amount of \$602,208.00; and d) Payment #4 Final/Retainage in the amount of \$14,196.00 thirty days after project acceptance. Johnson moved, second by Gardner. Ayes: Johnson, Gardner, Ashby, Novak, Wangsness.
- B. **Resolution 2022-17** authorizing submittal of an Iowa DOT Grant Application to provide possible State of Iowa Aviation Program funding for the site work and construction of the North Property Line Box Hangar project at the Ankeny Regional Airport. Novak moved, second by Johnson. Ayes: Novak, Johnson, Ashby, Gardner, Wangsness.

Reports

- A. Engineering Report – Pudenz reported Taxiway D Phase 3 and the runway patching are on track to be finished next week, weather permitting.
- B. Staff Report –
 - a. Osborne led discussion on the request from ATI on possible additional ground purchase.
 - b. Osborne led discussion on the proceeds from the land sale.
 - c. Osborne introduced Paul Moritz as the new Airport Manager.
- C. Legal Counsel Report – None
- D. Board Report – None
- E. Chair Report – Wangsness presented the Board with pictures pertaining to drainage, erosion and runoff issues from Casey's Headquarters that need addressed.

Adjournment

The meeting was adjourned at 5:57 p.m.

Attest: _____
Diane Klemme, Recording Secretary

Signed: _____
Jeff Wangsness, Chairperson

Published in the Des Moines Register on the 13th day of May, 2022.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #51 in the amount of \$5,953.90 to McClure Engineering Company for services that include General On-Call Engineering Services.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [General On-Call #51](#)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: General On-Call Engineering Services
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 20517008-000 **PO #:** N/A
Original Contract Date: October 5, 2017 **Vendor #:** N/A

Date of Board Meeting 9-Jun-22 **PAYMENT REQUEST #** 51
PAYMENT PERIOD: From: 03/27/22 through: 04/23/22

Contract Summary

Original Contract Amount: \$ -
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 112,499.00

Total completed and stored to date: \$165,988.88
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 165,988.88
Less previous applications for payment: \$ 160,034.98
SUBTOTAL \$ 5,953.90

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

CURRENT PAYMENT DUE \$ 5,953.90

Balance to finish, including retainage: -

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

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

Engineer/Consultant Approval: McClure Engineering Company
Signature: [Signature] Date: 5/19/2022
Firm Name

PCAA Approval:
Signature: _____ Date: _____

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

Work completed:
-Preparation of State Grant Application package (including exhibit and opinion of probable cost) for submittal to Iowa DOT for north hangar proejct)
-Coordination with MidAmerican and PCAA on gas / electric service to hangar tenants
-Coordination with Airport and Fastpatch staff on scheduling pavemenet maintenance (patching); weather delays have pushed back the work

Nick Osborne, cc:Jennifer Sease
Email: nosborne@ankenyiowa.gov; jsease@ankenyiowa.gov Phone: 515-965-6420 Fax: 515-965-6416



1360 NW 121st Street
Clive, IA 50325

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

April 30, 2022
Project No: 0020517008-000
Invoice No: 51
Due Date: May 30, 2022

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

Professional Services from March 27, 2022 to April 23, 2022

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Administrative Assistant	1.50	70.00	105.00	
Project Manager I	1.00	160.00	160.00	
Crew Chief	4.00	110.00	440.00	
On Site Representative I	5.50	95.00	522.50	
Engineer IV	2.00	195.00	390.00	
Land Surveyor I	.50	120.00	60.00	
Project Manager II	23.75	180.00	4,275.00	
Totals	38.25		5,952.50	
Total Labor				5,952.50

Mileage (.70 p/mile) 1.40

Total this Phase \$5,953.90

Total Due this Invoice \$5,953.90

Outstanding Invoices

Number	Date	Balance
50	3/31/2022	5,598.50
Total		5,598.50



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$1,400.20 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Payment #11](#)



1360 NW 121st Street
Clive, IA 50325

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

April 30, 2022
Project No: 0000201937-000
Invoice No: 11
Due Date: May 30, 2022

Project 0000201937-000 Ankeny Regional Airport - Taxiway D Apron and Access Roadway Paving – Phase 2

Professional Services from March 27, 2022 to April 23, 2022

Phase	400	Preliminary Design			
			Current	Prior	To-Date
Total Billings			0.00	4,970.00	4,970.00
Contract Limit (not-to-exceed)					4,970.00
Total this Phase					0.00

Phase	500	Final Design			
Task	501.2	90% Design Phase			
			Current	Prior	To-Date
Total Billings			0.00	17,470.00	17,470.00
Contract Limit (not-to-exceed)					17,470.00
Total this Task					0.00

Task	501.3	Issued for Bid (100%) Phase			
			Current	Prior	To-Date
Total Billings			0.00	5,220.00	5,220.00
Contract Limit (not-to-exceed)					5,220.00
Total this Task					0.00

Task	504	Construction Permits			
			Current	Prior	To-Date
Total Billings			0.00	990.00	990.00
Contract Limit (not-to-exceed)					990.00
Total this Task					0.00
Total this Phase					0.00

Phase	600	Construction Administration			
Task	601	Construction Administration			
			Current	Prior	To-Date
Total Billings			0.00	10,280.00	10,280.00
Contract Limit (not-to-exceed)					10,280.00

Project	0000201937-000	Ankeny-Apron & Access Roadway - Phase 2	Invoice	11
			Total this Task	0.00
Task	602	Advertising, Bidding, Contract Award		
			Current	Prior
			To-Date	
Total Billings			0.00	6,510.00
Contract Limit (not-to-exceed)				6,510.00
			Total this Task	0.00
Task	603	Quality Assurance Testing Coordination		
			Current	Prior
			To-Date	
Total Billings			0.00	1,260.00
Contract Limit (not-to-exceed)				1,260.00
			Total this Task	0.00
			Total this Phase	0.00
Phase	650	Onsite Project Rep (OPR/RPR)		
Task	651	Resident Project Representative		
			Current	Prior
			To-Date	
Total Billings			0.00	19,100.00
Contract Limit (not-to-exceed)				19,100.00
			Total this Task	0.00
			Total this Phase	0.00
Phase	700	Survey Services		
Task	730	Topographic Survey		
			Current	Prior
			To-Date	
Total Billings			0.00	5,440.00
Contract Limit (not-to-exceed)				5,440.00
			Total this Task	0.00
Task	760	Construction Staking		
			Hours	Rate
			Amount	
Project Manager I			3.50	180.00
Totals			3.50	630.00
Total Labor				630.00
			Current	Prior
			To-Date	
Total Billings			630.00	5,100.00
Contract Limit (not-to-exceed)				5,680.00
Amount Adjusted this Period				-50.00
			Total this Task	\$580.00
			Total this Phase	\$580.00
Phase	800	Project Closeout		

		Hours	Rate	Amount	
Project Manager I		4.00	180.00	720.00	
	Totals	4.00		720.00	
	Total Labor				720.00
		Current	Prior	To-Date	
Total Billings		720.00	1,889.80	2,609.80	
Contract Limit (not-to-exceed)				2,560.00	
Amount Adjusted this Period					-49.80
				Total this Phase	\$670.20
Phase	850	Project Management			
Task	851	Project Management and Coordination			
		Hours	Rate	Amount	
Project Manager I		1.00	180.00	180.00	
	Totals	1.00		180.00	
	Total Labor				180.00
		Current	Prior	To-Date	
Total Billings		180.00	3,320.00	3,500.00	
Contract Limit (not-to-exceed)				3,470.00	
Amount Adjusted this Period					-30.00
				Total this Task	\$150.00
				Total this Phase	\$150.00
Phase	950	Expenses			
Task	960	Subconsultants			
				Total this Task	0.00
				Total this Phase	0.00
				Total Due this Invoice	\$1,400.20



PROGRESS REPORT

PROJECT #	201937-000		
PROJECT	ANKENY REGIONAL AIRPORT – TAXIWAY D APRON AND ACCESS ROADWAY PAVING - PHASE 2		
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@Ankenylowa.gov

REPORT BY	JAY A. PUDENZ, P.E., LEED AP Email: jpudenz@mcclurevision.com		
REPORTING PERIOD	APRIL 2022	NEXT REPORT	N/A – FINAL REPORT

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Verified punchlist items satisfactory via a site visit on 4/15/2022
- ✓ Prepared final payment application and Change order reconciling quantities
- ✓ Prepared Statement of Completion letter and accepted project

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- N/A – last report for this project

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

SCHEDULE MILESTONES

- See attached sheet

Phase 400 - Preliminary Design



Phase 500 – Final Design (90%, Issued for Bid 100%)



Phase 504 - Construction Permits



Phase 600 - Construction Administration



Phase 602 - Advertise, Bidding, Contract Award



Phase 603 – Quality Assurance Testing Coordination



Phase 650 - Resident Project Representative



Phase 700 – Topographic Survey



Phase 760 – Construction Staking



Phase 800 – Project Closeout



Phase 850 – Project Management and Coordination



EXHIBIT 'G'

PROJECT SCHEDULE

TAXIWAY D APRON AND ACCESS ROADWAY PAVING – PHASE 2 ANKENY REGIONAL AIRPORT ANKENY, IOWA

Prelim Design Services

Engineering Contract Executed	November 5, 2020
Conduct Topographic Survey	by November 20, 2020

Final Design Services

PCAA to Set Date of Public Hearing & Letting	January 7, 2021
Submit 90% Plans and Specifications	January 8, 2021
Final Review Meeting with Owner	January 20, 2021

Bidding Services

Plans and Specifications available to Contractors	February 3, 2021
Publish Notice of Letting	no later than February 12, 2021
Publish Notice of Public Hearing	no earlier than February 12, 2021
Receive Bids at City Hall (Tuesday at 10:30 am)	February 23, 2021
Present Bids to PCAA & Hold Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost	March 4, 2021
Execute Construction Contract	March 4, 2021
Begin Construction	April 5, 2021
Substantial Completion	June 30, 2021



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$18,071.90.

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 JUNE 9, 2022 BOARD MEETING

Vendor	Amount	Date of Invoice	Description
Brick Gentry Law Firm	1,665.00	05/25/22	General legal services
Cutting Edge Outdoors, LLC	1,290.00	04/30/22	Perimeter mowing and additional fence line mowing on 4/29/22
Des Moines Register	114.03	04/30/22	April A/P & minutes; NOH - Exec 1 Land Lease
Exec 1 Aviation	5,000.00	05/31/22	On-site management fee
GoDaddy.com	94.99	05/11/22	Website hosting, 12 months PAID BY e-check 05/11/22
Great Western Bank	25.00	05/09/22	Bank analysis fees - April
McClure Engineering	5,953.90	05/30/22	Professional services through 4/23/22
MidAmerican Energy	368.78	05/12/22	Lift station; Runway lights; Obstruction lighting services
Perficut	2,160.00	05/14/22	Sterilantr treatment on 5/9/2022
Total Airport Operations Fund	\$ 16,671.70		
McClure Engineering	1,400.20	05/30/22	Taxiway D Apron & Access Rodway Paving - Phase 2, Engineering thru 04/23/22
Total Capital Improvements Fund	\$ 1,400.20		
Grand Total	\$ 18,071.90		

See attachments for more information regarding:

Contractor/project costs

Snow removal costs, if applicable

Insurance renewal costs, if applicable



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve June 2022 Financial Reports

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Financials

POLK COUNTY AVIATION AUTHORITY

Balance Sheet

As of May 31, 2022

ASSETS	
Current Assets	
Checking/Savings	
101 · GREAT WESTERN BANK	4,725,569.37
Total Checking/Savings	<u>4,725,569.37</u>
Accounts Receivable	
110 · GRANTS RECEIVABLE	50,091.00
Total Accounts Receivable	<u>50,091.00</u>
Other Current Assets	
113 · PRE-PAID EXPENSES	12,607.73
Total Other Current Assets	<u>12,607.73</u>
Total Current Assets	<u>4,788,268.10</u>
Fixed Assets	
140 · NON-DEPRECIABLE ASSETS	8,639,427.63
141 · DEPRECIABLE ASSETS	24,090,034.08
180 · CONSTRUCTION IN PROGRESS	2,088,807.22
181 · ACCUMULATED DEPRECIATION	(17,367,179.85)
Total Fixed Assets	<u>17,451,089.08</u>
TOTAL ASSETS	<u><u>22,239,357.18</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202 · ACCOUNTS PAYABLE	17,583.13
Total Accounts Payable	<u>17,583.13</u>
Other Current Liabilities	
204 · RETAINAGE PAYABLE	31,038.52
206 · DEFERRED REVENUE	7,896.35
207 · HANGAR/LEASE ADVANCE DEPOSITS	15,655.00
208 · SPECIAL EVENT DEPOSITS	400.00
Total Other Current Liabilities	<u>54,989.87</u>
Total Current Liabilities	<u>72,573.00</u>
Long Term Liabilities	
211 · LOAN PAYABLE	844,000.00
Total Long Term Liabilities	<u>844,000.00</u>
Total Liabilities	<u>916,573.00</u>
Equity	
3000 · INVESTED IN CAPITAL ASSETS	16,445,472.08
3001 · UNRESTRICTED NET ASSETS	5,350,340.12
3003 · RESTRICTED FOR AIRPORT IMPROVE	(473,028.02)
Total Equity	<u>21,322,784.18</u>
TOTAL LIABILITIES & EQUITY	<u><u>22,239,357.18</u></u>

POLK COUNTY AVIATION AUTHORITY
Profit & Loss Budget vs. Actual
July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	995,738.54	995,739.00	(0.46)	100.0%
401 · LEASE AND LICENSE FEE INCOME	183,226.91	208,000.00	(24,773.09)	88.09%
403 · FUEL FEE INCOME	41,583.27	49,000.00	(7,416.73)	84.86%
407 · OTHER REVENUE	2,632,370.00	2,800,000.00	(167,630.00)	94.01%
Total Income	3,852,918.72	4,052,739.00	(199,820.28)	95.07%
Gross Profit	3,852,918.72	4,052,739.00	(199,820.28)	95.07%
Expense				
601 · OFFSITE MANAGEMENT SERVICES	15,498.73	33,300.00	(17,801.27)	46.54%
602 · POSTAGE & OFFICE SUPPLIES	123.03	500.00	(376.97)	24.61%
603 · ONSITE MANAGEMENT SERVICES	55,000.00	60,000.00	(5,000.00)	91.67%
609 · FINANCIAL SERVICES	45.24	100.00	(54.76)	45.24%
610 · ADVERTISING & PROMOTION	229.50	700.00	(470.50)	32.79%
611 · PUBLICATIONS	1,461.09	2,700.00	(1,238.91)	54.11%
612 · CONFERENCES AND SEMINARS	350.00	3,500.00	(3,150.00)	10.0%
613 · LEGAL SERVICES	19,499.85	21,000.00	(1,500.15)	92.86%
614 · AUDIT SERVICES	10,175.00	10,200.00	(25.00)	99.76%
616 · GENERAL INSURANCE	6,319.83	6,900.00	(580.17)	91.59%
617 · PROPERTY INSURANCE	32,771.96	35,600.00	(2,828.04)	92.06%
618 · PUBLIC OFFICIALS INSURANCE	1,344.33	1,500.00	(155.67)	89.62%
630 · SNOW REMOVAL & MOWING	54,132.43	82,000.00	(27,867.57)	66.02%
631 · REPAIRS & MAINTENANCE (General)	59,366.19	72,000.00	(12,633.81)	82.45%
640 · UTILITIES	4,509.73	4,800.00	(290.27)	93.95%
644 · AIRPORT PLANNING & ENGINEERING	38,544.88	62,000.00	(23,455.12)	62.17%
645 · MISCELLANEOUS	89.50	100.00	(10.50)	89.5%
721 · TAXIWAY D ACCESS ROAD	746,898.02	749,653.00	(2,754.98)	99.63%
723 · TAXIWAY REHAB & RECONSTRUCTION	4,737.00	4,737.00	0.00	100.0%
726 · PROTECT RW18 LAND ACQUISITION	6,675.00	6,675.00	0.00	100.0%
729 · STRENGTHEN & EXTEND RW 18/36	27,400.00	385,400.00	(358,000.00)	7.11%
Total Expense	1,085,171.31	1,543,365.00	(458,193.69)	70.31%
Net Ordinary Income	2,767,747.41	2,509,374.00	258,373.41	110.3%
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	4,279.37	3,000.00	1,279.37	142.65%
504 · FAA GRANT REIMBURSEMENT	59,000.00	381,200.00	(322,200.00)	15.48%
505 · STATE GRANT REIMBURSEMENT	312,682.00	285,200.00	27,482.00	109.64%
Total Other Income	375,961.37	669,400.00	(293,438.63)	56.16%
Other Expense				
660 · BOND/LOAN PRINCIPAL	844,000.00	844,000.00	0.00	100.0%
Total Other Expense	844,000.00	844,000.00	0.00	100.0%
Net Other Income	(468,038.63)	(174,600.00)	(293,438.63)	268.06%
Net Income	2,299,708.78	2,334,774.00	(35,065.22)	98.5%

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

As of May 31, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
IOWA DOT	50,091.00	0.00	0.00	0.00	0.00	50,091.00
TOTAL	50,091.00	0.00	0.00	0.00	0.00	50,091.00

Index

Project Name	Contractors	Grant Eligible?	Original Contract Amount	Change orders & Non-Contract	Total Project Cost	Expenditures to date	Remaining Obligation	Retainage	Expected Grant Receipts	Grant Funds Received to date:	FY Completed
General Engineering - 2017 Agreement	McClure Engineering	EXP	165,988.88	-	165,988.88	165,988.88	-	-	-	-	
General Planning - 2018 Agreement	HDR Engineering	EXP	-	-	-	-	-	-	-	-	
Wildlife Exclusion Fence	McClure & Minturn	FAA	1,734,213.00	39,286.51	1,773,499.51	1,773,499.51	-	0.00	1,560,177	1,560,177	FY18
IKV Grading & Drainage Plan	HDR Engineers	EXP	43,304.00	-	43,304.00	43,304.00	-	-	-	-	FY19
Protect RW18 Land Acquisition-LGI	Snyder & Associates	FAA	18,900.00	743,119.59	762,019.59	762,019.59	-	-	685,653	685,653	FY19
3-Year Vegetation Control Agreement	Perficut ('17-'19)	EXP	28,445.00	(13,710.00)	14,735.00	14,735.00	-	-	-	-	FY20
Drainage Channel Improvements	McClure & RW Excavating	laDOT	191,633.80	11,925.19	203,558.99	203,558.99	-	-	76,950	76,950	FY20
Taxiway D Apron Access Road & Utilities - Phase 1	McClure & Sternquist	laDOT	633,250.00	54,844.02	688,094.02	688,094.02	-	-	225,000	225,000	FY20
Taxiway Rehab & Reconstruction-2018	McClure & Con-Struct	FAA	1,635,735.05	7,406.00	1,643,141.05	1,643,141.05	-	(0.00)	1,393,240	1,393,240	FY21
Bi-Fold Hangar Door Replacement	Jensen Builders	laDOT	130,075.00	9,900.00	139,975.00	139,975.00	-	-	75,000	75,000	FY21
SE Convenience Blvd Extension	City of Ankeny	EXP/RISE	877,279.79	115,104.30	992,384.09	991,544.82	-	-	-	-	FY21
Taxiway D Access Road & Utilities - Phase 2	McClure, SandStone	EXP	746,334.00	(19,963.60)	726,370.40	726,370.40	-	-	-	-	FY22
Protect RW18 Land Acquisition-Clark	Various	TBD	-	897,154.77	897,154.77	897,154.77	-	-	-	-	
Protect RW18 Land Acquisition-Disposal	Various	EXP	-	29,955.00	29,955.00	29,955.00	-	-	-	-	
Runway 18/36 Rehabilitation	McClure & Fahrner	FAA	631,380.24	21,810.99	653,191.23	649,651.23	3,540.00	-	584,686	584,686	
Taxiway D Apron and Access Roadway Paving-Phase 2	McClure, Concrete Tech	EXP	682,393.50	6,027.81	688,421.31	685,371.31	3,050.00	0.00	-	-	
Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	laDOT	773,556.45	37,281.99	810,838.44	760,272.29	50,566.15	31,038.52	312,682	262,591	
3-Year Vegetation Control Agreement	Perficut ('20-'22)	EXP	47,586.00	-	47,586.00	33,364.00	14,222.00	-	-	-	
Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	32,000.00	(2,368.01)	29,631.99	25,076.82	4,555.17	-	-	-	
Strengthen & Extend RW 18/36	HDR	EXP	27,400.00	-	27,400.00	27,400.00	-	-	-	-	
			-	-	-	-	-	-	-	-	
			-	-	-	-	-	-	-	-	
Grayed out = Completed items, no new charges expected			8,399,474.71	1,937,774.56	10,337,249.27	10,260,476.68	75,933.32	31,038.52	4,913,388	4,863,297	

\$ 31,038.52 \$ 50,091

^= 204 Retainage Pay ^= 110 Grant AR



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve a request for a Building Setback Variance from the City of Ankeny Zoning Board of Adjustment
North Property Line Box Hangars - Phase 1

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Request Ltr to SPAL
 Hangar Concept Plan View
 Variance Ltr Request
 Variance Reasoning
 App Form



ADDRESS

3700 SE Convenience Blvd
Ankeny, IA 50021

PHONE

(515) 965-1020

FAX

(515) 965-5954

May 24, 2022

Mr. Tom Phillips
Spal Corporation

Ankeny, Iowa 50021

**RE: Ankeny Regional Airport
North Box Hangars – Development Concept
Setback Variance Request**

Tom:

As we discussed yesterday by phone, please see the enclosed aerial layout for the potential North Box Hangars at the Ankeny Regional Airport. Pending the necessary approvals, the Polk County Aviation Authority Board (PCAA) would like to proceed with the development and eventual construction of these box hangars. They would support a larger class of aircraft than what is currently stored in the existing tee hangar buildings located just to the south.

The proposed box hangars would be of a similar height and be constructed of similar building materials as the newer existing tee hangars. The doors would face south. Putting the hangars here would maximize the use of the taxiway and taxilane paving that is in place and would be an efficient use of the airport property.

As we discussed, FAA regulations for aircraft clearances and other factors require that the face of the proposed box hangars be set back from the paved taxilane as shown. This requires the back walls of the hangars to be set 40 feet from the property line.

I spoke with Eric Jensen, Director of Community Development for the City of Ankeny. He verified that the building setback line between the two properties should be 50 feet, not 40 feet. According to the engineers, reducing the size of the hangars by 10 feet would not provide a large enough hangar to accommodate the targeted size of aircraft.

To allow the airport to build the hangars as shown, a variance from the City Board of Adjustment will be required. I will need to submit the forms to make such a request to the City by June 3rd. If you could review the aerial layout and provide a response before this date, it would be greatly appreciated. As you can see, the proposed layout does not affect the "through-the-fence" location in the event that you would ever want to utilize that access onto the airport.



ADDRESS

3700 SE Convenience Blvd
Ankeny, IA 50021

PHONE

(515) 965-1020

FAX

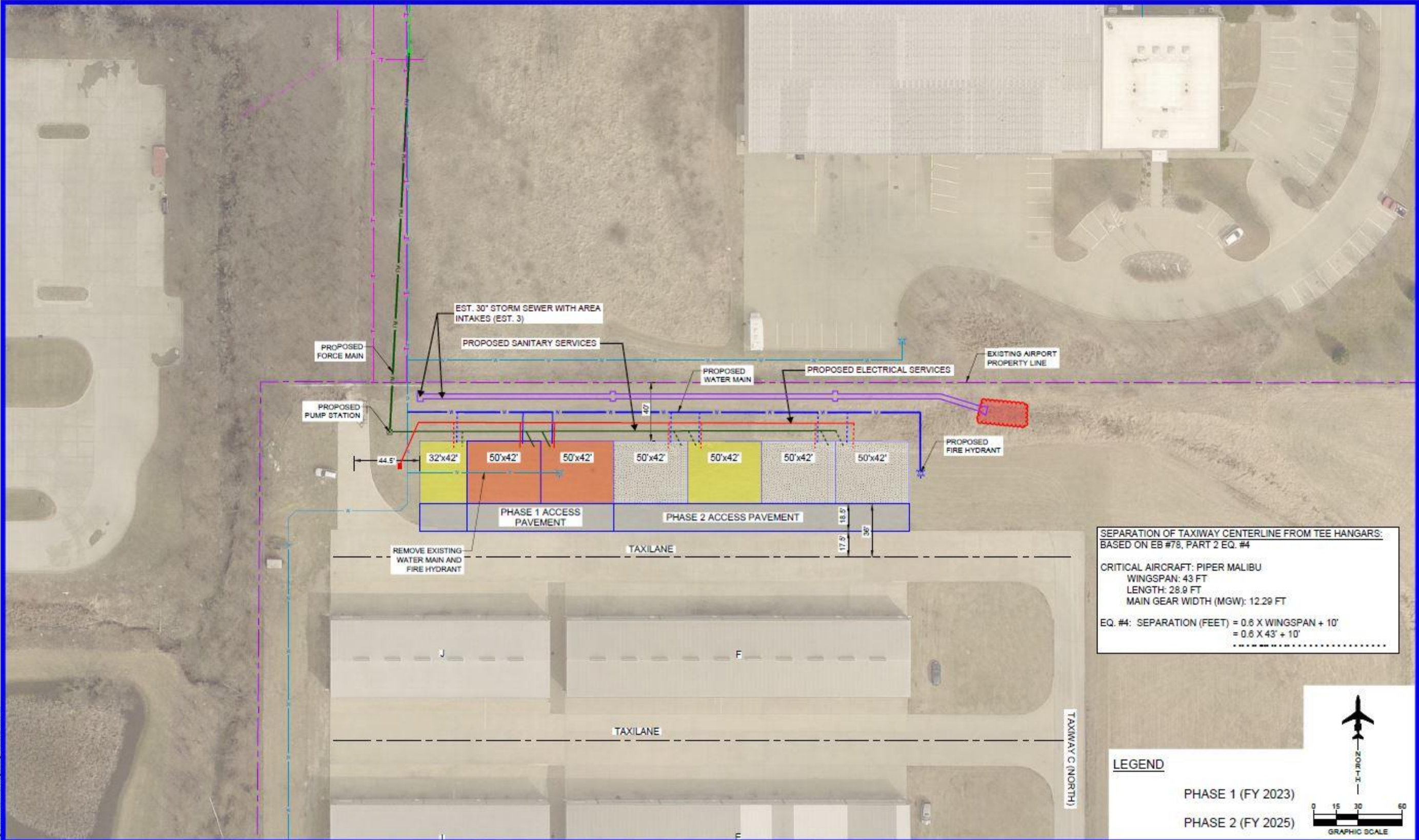
(515) 965-5954

Also, as we discussed, the aerial layout shows the extension of a sanitary sewer line onto your property with a connection into an existing manhole. This is presumptuous by the engineers at this time. I need to verify if this is a public sewer and if there is an easement on your property that would support that connection. If not, we would find a different route to provide sewer service to the proposed hangars. I will let you know later this week what the city records show for that sewer manhole, so that you can compare it to your records.

Again, thanks for your consideration of this 10-foot variance from the City code setback requirements. On behalf of the PCAA Board, we certainly appreciate the good neighbor relationship we have with SPAL and hope that continues in the future. Please advise if you need additional information at this time, and thanks again.

Sincerely,

Paul Moritz, P.E.
Airport Property Manager
Ankeny Regional Airport



K:\Projects\100-1706\Drawings\North Row Hangars.dwg, 25/03/2025 11:05 AM

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

ANKENY REGIONAL
AIRPORT
ANK 20517008-00

McCLURE
ENGINEERING CO.
building strong communities.

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

NORTH ROW BOX HANGAR

SHEET NO.

June 3, 2022



ADDRESS

3700 SE Convenience Blvd
Ankeny, IA 50021

PHONE

(515) 965-1020

FAX

(515) 965-5954

Zoning Board of Adjustment
Community Development Department
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

**RE: Appeal to the Zoning Board of Adjustment
Ankeny Regional Airport – North Box Hangars Development**

On behalf of the Polk County Aviation Authority (PCAA), I am submitting this letter of authorization to facilitate a variance in the building setback limit on the north property line of the Ankeny Regional Airport. This variance is needed to allow for the development of a new row of box hangars on the north end of the airport.

Aviation activity at the airport is very robust, as it has grown in lockstep with the growth of the City of Ankeny. There currently are very limited hangar spaces available, given the number of aircraft owners who need hangar space. The development and construction of this row of box hangars will help address the need for hangars for a larger class of aircraft than what is currently accommodated.

Our specific request is to allow for a 40-foot setback instead of the required 50-foot setback. FAA design requirements dictate that a certain distance be maintained between the front of the hangars and the centerline of the adjacent taxiway. Thus, our request is to vary the setback by 10 feet.

On behalf of the PCAA Board of Directors, thank you for the consideration of this variance request. Please advise if additional information is needed at this time.

Sincerely,
Polk County Aviation Authority

Paul Moritz, PE
Airport Board Manager

June 3, 2022



ADDRESS

3700 SE Convenience Blvd
Ankeny, IA 50021

PHONE

(515) 965-1020

FAX

(515) 965-5954

To whom it may concern:

Reasoning for an Appeal to the Zoning Board of Adjustment
Ankeny Regional Airport – North Box Hangars Development

On behalf of the Polk County Aviation Authority (PCAA), I am submitting this statement indicating the reasons for a variance from the current zoning requirements on the Ankeny Regional Airport property. This variance is needed to facilitate the development of a new row of box hangars on the north end of the airport as shown on the attached aerial plan view.

Aviation activity at the airport is very robust, as it has grown in lockstep with the growth of the City of Ankeny. There currently are very limited hangar spaces available, given the number of aircraft owners who need hangar space. The development of this row of box hangars will help address the need for hangar spaces for a larger class of aircraft than what is currently accommodated by the existing tee hangars.

- The 42-foot deep hangars are needed to address an especially underserved class of aircraft that could be stored at the airport if hangars were available.
- Placing the row of box hangars at this location would be the most efficient and economical location, given the adjacent taxilane pavement, the nearby proximity to the runways, the location of nearby utilities, and proximity to the existing tee hangar buildings.
- FAA requirements stipulate the distance from the face of the box hangars to the centerline of the taxilane needs to be a minimum of 36 feet as shown on the aerial plan view. Given this requirement, the largest building setback from the north property line is 40 feet.

Our specific request is to allow for a 40-foot building setback from the north property line of the airport. The required setback for the U-1 zoned airport property is 50 feet. On behalf of the PCAA Board of Directors, thank you for the consideration of this variance request.

*Polk County Aviation Authority
Paul Moritz, PE
Airport Board Manager*



APPLICATION FOR APPEAL ZONING BOARD OF ADJUSTMENT

Applicant is: ☐ Property Owner ☐ Tenant ☐ Other _____

Applicant _____

Address / Phone # _____

E-mail _____

Property Owner _____

Address / Phone # _____

E-mail _____

(Owner must sign the application or submit a letter of authorization)

To the Members of the Board of Adjustment:

I hereby appeal from the decision of the Zoning Administrator rendered on _____ day of _____, 20____

Location (address) of the proposed variance _____

Legal description (Plat & Lot #) _____

Zoning _____ Principal Use of property _____

I request a variation from the current zoning requirement for:

- ☐ Front Yard ☐ Side Yard ☐ Rear Yard ☐ Fence ☐ Sign ☐ Parking ☐ Height
☐ Other _____

Ankeny Zoning code Section # _____ which state(s) _____

I would propose the following in lieu of that required: _____

Attached hereto and made a part of this appeal, I submit the following:

- A statement indicating the reasons for my appeal.
- A drawing showing proposed variance requested.
- A letter of authorization from the owner or lessee, if applicable.

Complete submittals are required for review.

AFFIDAVIT

State of _____)ss

County of _____)

I hereby deposit and say that all of the above statements and the statements contained in the papers submitted herewith are true.

(Signature of Applicant)

Signed and sworn to before me, this
_____ day of _____, 20____.

(Notary Public)

Date received _____

Paid ☐ Cash ☐ Check # _____

Office Use Only

Filing # _____

Scheduled Meeting Date _____

INTRODUCTION: The City of Ankeny Zoning Board of Adjustment is quasi-judicial board comprised of five members appointed by the Mayor. The Board is empowered through Chapter 414 of the Code of Iowa and Chapter 197 of the Ankeny Code to grant special exceptions as provided in the Zoning Chapter and to hear appeals to decisions made in the enforcement of the Zoning Chapter. The Board has the authority to allow variances to the Zoning Chapter for individual properties where provisions of the Chapter impose a unique and unnecessary hardship on the property owner and where the granting of a variance is not contrary to the intent of the Zoning Chapter or to the public interest. The Board has no authority to allow a variance whose effect is not in harmony with the intended spirit and purpose of the Zoning Ordinance. A variance is not a right, and it shall not be granted for hardships that are created by the property owner. The Board is also empowered through Chapter 196.02 to issue special use permits authorizing the location of buildings or uses in any district from which they are prohibited by the Zoning Code. The City of Ankeny Zoning Board of Adjustment functions as a safety valve through which landowners can seek relief from strict application of a zoning ordinance.

SUBMITTAL REQUIREMENTS:

- ☐ A complete and notarized application
- ☐ Filing fee (Checks payable to City of Ankeny)
- ☐ A written description of the requested variance.
A written notice indicating the request and the hearing time and date will be mailed to all property owners within 250 feet of the property requesting the variance
- ☐ A letter of authorization from the owner or lessee, if applicable
- ☐ Five (5) copies of a drawing to scale illustrating the request and showing the following:
 - ✓ dimensions of all lot lines
 - ✓ dimensions of setbacks to lot lines
 - ✓ street & driveway locations
 - ✓ location and dimensions of all existing and proposed buildings and structures
 - ✓ fences
 - ✓ north arrow
 - ✓ easements
 - ✓ landscaping
 - ✓ all improvements that will be added, such as landscaping, fences, etc. that will be used to lessen the impact of the variance.

FEE SCHEDULE:

Variance Request: Residential \$120 / Commercial/Industrial/Other \$240
Conditional Use Permit: \$180
Zoning Line Adjustment: \$180
Special Use Permit: \$180

MEETINGS: Regular meetings of the Zoning Board of Adjustment are the first and third Tuesdays (following the Monday City Council meetings) unless no cases are pending, in which no meeting is held. Meetings are held at 5:00 pm in the City Council Chambers, 1250 SW District Drive. All Board of Adjustment meetings are open to the public. Agendas are available on the Friday prior to the Tuesday meeting and are posted at the Ankeny Kirkendall Public Library, Public Services Building and on the City website at www.ankenyiowa.gov. Agendas may also be obtained by contacting the Community Development Department at 963-3550. Exceptions to the meeting times may occur during a week in which a holiday occurs.

ORDER OF HEARINGS: 1). The applicant's or appellant's presents their request; 2). City staff provides a report on their investigation of the request and states their position on the matter; 3). Any interested parties may present their opinions; 4) Written correspondence regarding the case is received. 5) At the conclusion of all public testimony on a subject, the Board closes the public hearing. After the hearing, the Board will deliberate the case and render a decision. **The appellant or a representative is required to be at the hearing to present the request to the Board.**

DISPOSITION OF THE CASE: Within 15 days after the hearing the Board shall notify the applicant/appellant in writing of its decision. Should the request be approved by the Board, then a building permit may be applied for from the Community Development Department. You may call 963-3550 if you have any questions on obtaining a building permit. If the request is denied, the proposed project cannot be built.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the completion of an Independent Fee Estimate (IFE) of Task Order No. 10
- Runway 18/36 Preliminary 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

 [Task Order No. 10, Blank Fees](#)

 [FAA Approval of Forecast](#)

Project No.: 2022000104-000
Project Name: Runway 18/36 Preliminary Engineering
Ankeny Regional Airport (IKV)
Project Manager: Jay A. Pudenz, PE, LEED AP

TASK ORDER NO. 10
AGREEMENT FOR ENGINEERING SERVICES
ANKENY REGIONAL AIRPORT
ANKENY, IOWA

This **TASK ORDER NO. 10**, made on the 5th day of May, 2022, under the terms and conditions established in the **MASTER AGREEMENT**, dated the 5th day of October, 2017, by and between **McClure, Clive, Iowa** (herein referred to as "**Engineer**") and the **Polk County Aviation Authority (PCAA)**, (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Task Order. The Engineer shall provide engineering services at the request of the **Owner** which consists of the items listed below, located at the **Ankeny Regional Airport (IKV)**.

PROJECT DESCRIPTION:

ENGINEERING SERVICES
RUNWAY 18/36 PRELIMINARY ENGINEERING
ANKENY REGIONAL AIRPORT
ANKENY, IOWA

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'C' for **Owner's** responsibilities).
2. The Engineer shall prepare, for approval by the Owner, Plans, Preliminary Engineering Reports and provide the following services, including:

Item	Included	Not Included
100. <u>Airport Master Planning and Reports</u>		
100.1 Preliminary Planning and Reports		X
100.2 Project Concepts		X
100.3 Capital Improvements Plan		X
100.4 Evaluation of Alternatives for Improvement		X
100.5 Master Planning Design/Concepts		X
200. <u>Existing Conditions</u>		
200.1 Data Gathering/Inventory	X	
200.2 Existing Condition Drawings		X
200.3 Storm Sewer Televising		X
200.4 Geographical Information Systems		X
200.5 Environmental Assessment		X
200.6 Airspace Obstruction Survey		X
300. <u>Airport Improvement Program (AIP) Grant Administration</u>		
300.1 Prepare AIP Grant Application		X
300.2 Prepare AIP Sponsor Certifications		X
300.3 Prepare AIP Summary & assist Owner with DELPHI reimbursement requests on monthly basis		X
300.4 Prepare AIP Sponsor Quarterly Performance Reports		X
300.5 Prepare AIP Financial Reports (SF-271 and SF-425 forms)		X
300.6 Update 3-year DBE program for FY 2022-2024		X
400. <u>Preliminary Design</u>		
400.1 <u>Preliminary Tasks</u>		
1. Conduct Preliminary Kickoff Meeting with Owner and FAA	X	
2. Confirm Scope, Extent and Character of the Project:		
• Final Design Criteria	X	
• Develop Construction Item List		X
• Review Project Questions and Issues	X	
• Coordinate Building Layouts		X
• Operation and Maintenance Concepts		X
• Utility Requirements		X
• Site Plans	X	
400.2 <u>15% Preliminary Design Phase</u>		
1. Prepare Pavement Strength Assessment Report		
a. Prepare Pavement Strength Assessment Report Section A: Existing Conditions		
1. Purpose and Need	X	
2. Pavement Surface Distresses and Overall Condition	X	
3. Construction and Maintenance History	X	
4. Pavement Sampling and Subsurface Investigation	X	
5. Aircraft Traffic Demands (Completed under separate contract)		
• Compile aircraft fleet mix using FAA's TFMSC database (for Runway 18/36)		X
• Furnish Draft Fleet Mix to FAA and Owner		X
• Formally Address FAA and Owner Comments		X
• Submit Final Fleet Mix for FAA and Owner approval		X
6. Pavement Design Requirements and Goals	X	
• Conduct QA/QC review by a Senior Airport Engineer	X	
• Furnish Draft Assessment of Section A: Existing Conditions to FAA and Owner	X	
• Formally Address FAA and Owner Comments	X	
• Submit Final Assessment of Section A: Existing Conditions	X	
b. Prepare Pavement Strength Assessment Report Section B: Alternatives		
7. Alternatives (Develop up to Six Pavement Rehab and/or Reconstruction Alternatives)		
• Perform Pavement Designs using FAARFIELD (up to Six Alternatives)	X	
• Perform sensitivity analysis with and without critical aircraft	X	
• Complete FAA 5100-1, Pavement Design Form	X	
• Conduct pavement life cycle cost analysis	X	

Item		Included	Not Included
8.	Construction Feasibility - Conduct teleconferences with Paving Associations - Conduct phasing impact charrette meeting with stakeholders (Owner, FBO, tenants) - Develop Construction Phasing Options (Up to Three Alternatives) - Perform construction phasing feasibility analysis - Prepare detailed analysis of the Phasing Alternatives - Provide recommendation for preferred phasing option	X X X X X X	
9.	Engineer's Opinion of Probable Cost Prepare detailed Opinion of Probable Construct Cost Estimates (Up to Six Alternatives)	X X	
10.	Recommend Alternative	X	
11.	Construction Phasing Concept of Preferred Alternative Recommend Preferred Phasing Option	X	
12.	Project Budget - Perform QA/QC review by Senior Airport Engineer - Furnish Draft Section B: Pavement Alternatives to FAA and Owner - Conduct Section B Review Meeting with Owner to Review Recommendations - Conduct Site Visit / Photos of RWY 18/36, RWY 4/22 intersection, taxiway connectors, if necessary & if approved by FAA/Owner - Formally Address FAA and Owner Comments - Submit Final Section B: Pavement Alternatives Combined with Section A for Final Pavement Strength Assessment Report	X X X X X X X	
c.	Assemble Pavement Strength Assessment Report Appendices - Geotechnical Investigation - Fleet Mix - FAARFIELD Pavement Designs - Probable Construction Cost Estimate - Phasing Exhibits - Project Funding Plan	X X X X X X	
435.	<u>Soil Boring Coordination</u>		
435.1	Prepare Scope of Services for Geotechnical Work	X	
435.2	Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner	X	
435.3	Coordinate field exploration with Geotechnical Firm and Owner	X	
435.4	Review Geotechnical Results and provide comments	X	
500.	<u>Final Design</u>		
500.1	<u>30% Design Phase</u> - Prepare 30% "Opinion of Probable Construction Cost" and Project Budget. - Perform 30% QA/QC by Senior Airport Engineer. - Furnish 30% Documents. - Conduct 30% Review Meeting at Owner's Location. Prepare agenda and distribute minutes - Prepare Draft CSPP Document		X X X X X
500.2	<u>90% Design Phase</u> - Formally Address Owner 30% Comments - Prepare 90% Project Drawings - Prepare 90% Specifications - Prepare 90% Engineer's Report - Prepare 90% "Opinion of Probable Costs" and Project Budget - Perform 90% QA/QC by Senior Airport Engineer - Furnish 90% Documents - Conduct 90% Review Meeting via Teleconference. Prepare agenda and distribute minutes - Prepare Draft and Final CSPP Document - Submit Draft CSPP - Address FAA Draft CSPP comments - Submit Final CSPP		X X X X X X X X X X X X
500.3	<u>Issued for Bid (IFB) Package (100% Phase)</u> - Formally Address Owner 90% Comments - Prepare IFB (100%) Drawings, Specifications, and Bid Documents - Prepare IFB (100%) Documents		X X X
504.	<u>Construction Permits</u>		
504.1	Erosion Control Plan/Permit - Apply for NPDES Permit from DNR (Owner will be operator listed on permit). Engineer will not be liable for fines arising from noncompliance with SWPPP. The Owner shall be the Permit holder and shall pay for all costs associated with permit. - Prepare Storm Water Pollution Prevention Plan (SWPPP)		X
504.2	Iowa DOT Right-of-Way Permit		X
504.3	City Permits		X
504.4	County Permits		X
504.5	Other Permits, including Army Corps of Engineers Section 404 Permit		X
504.6	File and submit FAA OE/AAA Case Study along with runway offset exhibits FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form		X
600.	<u>Construction Administration</u>		
600.1	Prepare and Distribute Issued for Construction Plans and Specifications.		X
600.2	Provide general administration of construction contract as Owner's representative.		X
600.3	Prepare Construction Observation Program per FAA guidelines		X
600.4	Conduct Preconstruction Conference. Prepare agenda and distribute minutes.		X
600.5	Visit site of construction at appropriate stages of construction to observe Contractor's work.		X
600.6	Issue interpretations and clarifications of contract documents.		X
600.7	Review Shop Drawings.		X
600.8	Act as initial interpreter of the requirements of the Contract Documents.		X
600.9	Review and process the Contractor's application for payment. (assume up to three (3))		X
600.10	Review certified payrolls for prevailing wage rates.		X
600.11	Attend Construction Progress Meetings (assume 1).		X
600.12	Conduct Final Inspection. Prepare agenda and distribute minutes.		X

Item	Included	Not Included
602. Advertising, Bidding, Contract Award		
602.1 Assist Owner in advertising for and obtaining bids		X
602.2 Conduct Prebid Conference via teleconference. Prepare agenda and minutes		X
602.3 Provide Drawings, Specifications, and Bid Documents		
• 2 Copies to Owner		X
• 1 Copy to FAA (PDF)		X
• 4 Copies to Bidders		X
• 1 Copies to Engineer		X
602.4 Issue Addenda to interpret or clarify bid documents.		X
602.5 Review prebid submittals from Bidders.		X
602.6 Conduct Bid opening (online via QuestCDN) (1 Bid opening)		X
602.7 Prepare Bid Tabulation		X
602.8 Review Bidders quals, bids, and other documents. Make recommendation for award of contract.		X
602.9 Attend one (1) meeting to present bids to owners		X
602.10 Distribute Executed Construction Contracts		
• 3 Copies to Contractor		X
• 2 Copies to Owner		X
• 1 Copy to FAA (PDF)		X
• 1 Copy to Engineer		X
603. Quality Assurance (QA) Material Testing Coordination		
603.1 Coordinate QA Testing between Owner & Contractor in accordance with IDOT/FAA standards		X
603.2 Request for Proposal to Testing Firms		X
603.3 Review Proposals/Recommendation for Award		X
603.4 Provide QA Testing in accordance with Iowa DOT/FAA standards		X
650. Resident Project Representative		
650.1 Provide a Resident Project Representative to be on-site during construction as follows: assume six (6) hours per day, 2 days per week		X
650.2 for 8 weeks (out of 30 working days) for a total of 96 hours (see Exhibit 'D', "A Listing of Duties, Responsibilities and Limitations of		
650.3 Authority of the Resident Project Representative" in the original agreement).		
700. Topographic Survey		
700.1 Research existing survey control network system	X	
700.2 Establish bearings of centerlines as shown in Figure 2 of Exhibit 'B'		X
700.3 Locate standard topographic features, within the base survey limits (approximately 18 acres)	X	
700.4 Locate standard topographic features, within the expanded survey limits (approximately 66 additional acres), if necessary	X	
700.5 Collect Cross Sections, every 50', within the project limits		
• Runway 18/36	X	
700.6 Collect pavement joint intersections		
• Runway 4/22 Intersection and Taxiway Connectors	X	
700.7 Perform topographic survey in turf areas as shown in Figure 3 of Exhibit 'B'	X	
700.8 Process Survey Work into CAD topographic base files	X	
760. Construction Staking		
760.1 Establish field construction controls		X
760.2 Set Control Points		X
800. Project Closeout		
800.1 As-Built Record Drawings		X
800.2 Hard Copies (2 copies included with this contract)		X
800.3 Electronic Copies (1 CD included with this contract)		X
800.4 Prepare AIP Grant Closeout Report		X
850. Project Management and Coordination		
850.1 Continual Communication/Coordination with Owner, Airport, FAA (phone, email, letters)	X	
850.2 Provide updates on project schedule	X	
850.3 Provide monthly progress reports to Owner	X	
850.4 Maintain documentation of pertinent correspondence (email, letters, telephone logs)	X	
850.5 Prepare independent fee analysis package (IFE)	X	
850.6 Perform business and contract administration (assume 6 months)	X	
850.7 Conduct internal design review meetings prior to the submittal of Section A and Section B	X	
850.8 Coordination between sub-consultants	X	
850.9 Other Meetings		
• Special meetings with Council/Staff		X
• Public Informational Meetings		X
• Regulatory Agencies		X
960. Subconsultants (Geotechnical Investigation performed by CMT and FWD Testing performed by APT under separate contracts with Sponsor)		
960.1 Perform Field Exploratory Program		
• Pavement Coring		X
• Soil Boring		X
960.2 Perform Laboratory Testing		
• Particle Size Analysis (ASTM D422)		X
• Moisture Content (ASTM D2216)		X
• Untreated Atterberg Limits (ASTM D4318)		X
• Untreated Modified Proctor (ASTM D1557)		X
• Untreated CBR (ASTM D1883)		X
• Alkali-Silica Reactivity Testing of Three (3) Cores (ASTM C1567)		X
960.3 Prepare Geotechnical Report		
• Prepare and Submit Draft Geotechnical Report		X
• Respond to Owner, Engineer, and FAA comments		X
• Prepare and Submit Final Geotechnical Report		X
960.4 Additional Laboratory Testing (if necessary)		
• Treated Moisture Content (ASTM D2216)		X
• Treated Modified Proctor (ASTM D1557)		X
• Treated CBR (ASTM D1883)		X
960.5 Additional Third-Party Contractor Testing (if necessary)		
• Falling Weight Deflectometer (FWD) Testing of the Pavement		X

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

Section 3.1: Basis of Compensation

Item	Description			
☐	100. Airport Master Planning and Reports	Lump Sum	\$	
☒	200. Existing Conditions	Lump Sum	\$	
☐	205. Geographic Information Systems (GIS)	Lump Sum	\$	
☐	300. Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$	
☒	400. Preliminary Design	Lump Sum	\$	
	400.1 Preliminary Tasks	Lump Sum	\$	
	400.2 15% Preliminary Design Phase	Lump Sum	\$	
	400.2.b. Conduct Site Visit (if necessary)	Lump Sum	\$	
☒	435. Soil Boring Coordination	Lump Sum	\$	
☐	500. Final Design	Lump Sum	\$	
	500.1 30% Design	Lump Sum	\$	
	500.1 90% Design	Lump Sum	\$	
	500.3 Issued for Bid (100%)	Lump Sum	\$	
☐	504. Construction Permits	Lump Sum	\$	
☐	600. Construction Administration	Lump Sum	\$	
☐	602. Advertise, Bidding, Contract Award	Lump Sum	\$	
☐	603. Quality Assurance Testing Coordination	Lump Sum	\$	
☐	650. Resident Project Representative	Cost + Fixed Fee (NTE)	\$	
☒	700. Base Topographic Survey	Lump Sum	\$	
	700.4 Expanded Topographic Survey (if necessary)	Lump Sum	\$	
☐	760. Construction Staking	Lump Sum	\$	
☐	800. Project Closeout	Lump Sum	\$	
☒	850. Project Management and Coordination	Lump Sum	\$	
☐	960. Subconsultants	Lump Sum	\$	
	960.4 Additional Laboratory Testing (if necessary)	Lump Sum	\$	
	960.5 Additional Third-Party Testing (if necessary)	Lump Sum	\$	

Total Base Fee: _____ -

3.1.1 For performing the Services identified within the Scope of Services, the **Owner** shall pay the **Engineer** a lump sum base amount of \$ _____. The **Owner** shall pay the **Engineer** an additional lump sum amount of \$ _____ if the expanded scope items identified as 'if necessary' are approved and completed by the **Engineer**.

3.1.2 The lump sum includes compensation for the Services and appropriate factors for labor, overhead, profit and Reimbursable Expenses. Subconsultant costs, including additional testing costs (if necessary), shall be paid for separately under contract directly with the Sponsor.

3.1.3 Although the **Engineer** recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate and adjustment of the lump sum amount if there has been, or is to be, a material change in the:

- (a) scope, complexity or character of the Services or the Project
- (b) conditions under which the Services are required to be performed; or
- (c) duration of the services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.

Section 3.2: Additional Services

3.2.1 Any Services rendered by the **Engineer** beyond those described in the Section 2: Scope of Services shall be compensated on a lump sum basis for the lump sum tasks and a time and materials (T&M) basis for the T&M task.

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

Section 3.3: Other Payment Provisions

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

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

4. This Agreement represents the entire and integrated Agreement between the **Owner** and the **Engineer**.

		Included	Not Included
Exhibit 'A'	Hourly Rate Schedule		X
Exhibit 'B'	Detailed Scope of Services	X	
Exhibit 'C'	Owner Responsibilities	X	
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative		X
Exhibit 'E'	Federal Provisions	X	
Exhibit 'F'	Estimated Costs for Consultant Services	X	

SPECIAL INSTRUCTIONS:

OWNER: Polk County Aviation Authority
Ankeny, Iowa

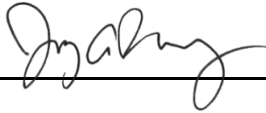
By:

Name:

Title:

ENGINEER: McClure Engineering Company
Clive, Iowa

By:



Name: Jay A. Pudenz, PE, LEED AP

Title: Project Manager

EXHIBIT 'B'

DETAILED SCOPE OF SERVICES

EXHIBIT 'B'

DETAILED SCOPE OF SERVICES RUNWAY 18/36 PRELIMINARY ENGINEERING

PROJECT DESCRIPTION:

This project will rehabilitate or reconstruct Runway 18/36 at the Ankeny Regional Airport in Ankeny, Iowa. Runway 18/36 consists of a 6" thick P-501 PCC pavement surface course, over 4" P-403 asphalt treated base, over 6" P-155 lime treated subgrade, over 6" P-152 compacted subgrade. According to paving records, the north 4,000' was constructed in 1993 and the south 1,500' was constructed in 1998. Joint sealing and full-depth PCC patching have been the only maintenance work performed on the pavement since construction.

At present, the pavement section is experiencing numerous distresses such as alkali silica reaction, blowups, corner breaks, corner spalling, joint sealant damage, joint spalling, LTD cracking, shrinkage cracking, and shattered slabs. Following a September 2021 visual pavement assessment, the northern 4,000 feet of the runway was assigned a Pavement Condition Index (PCI) value of 60 out of 100 while the southern 1,500 feet was assessed at 79. Such values indicate rehabilitation of the pavement may be warranted. The first phase of the project is to conduct a preliminary design effort to determine if rehabilitation or reconstruction is needed based in part on the sizes and weights of aircraft using the runway and on a geotechnical investigation.

The preliminary design phase services have been separated into the following major components:

Part A: Assessment of Existing Conditions

1. Purpose and Need
2. Pavement Surface Distresses and Overall Condition
3. Construction and Maintenance History
4. Pavement Sampling and Subsurface Investigation
5. Aircraft Traffic Demands
6. Pavement Design Requirements and Goals

Part B: Alternatives

7. Alternatives
8. Construction Feasibility
9. Engineer's Opinion of Probable Construction Cost
10. Recommended Alternative
11. Construction Phasing Concept of Preferred Alternative
12. Project Budget

In general, the preliminary design shall be completed in steps with FAA acceptance/approval needed on one step before going to the next. See **Figure 1** for project limits.

Phase 200.

Existing Conditions

200.1 Gather Existing Inventory

- Gather data and existing inventory records provided by the Owner and FAA, including pavement construction, rehabilitation, and maintenance history records related to the project limit areas as applicable. These documents include record drawings, maintenance reports, previous geotechnical reports, and other pertinent airport reports. The **Owner** shall make documents available to **Engineer**.
- Obtain recent Iowa DOT PCI survey and reports.

Phase 400.

400.1 Preliminary Tasks

1. Conduct a preliminary kickoff meeting with the Owner and FAA. Review project questions and issues.
 - Prepare Project Kickoff Meeting agenda and distribute to participants.
 - Conduct a design kickoff meeting via teleconference to set goals and expectations of the alternatives with the Owner, FAA, and Engineer. The Engineer will provide written minutes of the meeting and distribute to all attendees within seven (7) working days of the meeting. (assume 3-people shall participate in meeting, Project Manager, Sr. Project Engineer and Staff Engineer).
2. Confirm the detailed scope of work, schedules, extent of the work boundaries, and character of the project.
 - Final Design Criteria. Establish design criteria in accordance with FAA standard Advisory Circulars.
 - Review Project Questions and Issues.
 - Site Plans. Develop and finalize proposed project limits.

400.2 15% Preliminary Design Phase

1. Prepare Pavement Strength Assessment Report composed of the following Sections A (Existing Conditions) and B (Alternatives). The sequence of submittals shall be as outlined in each Section.
 - a. Prepare Section A: "Existing Conditions"
 1. Purpose and Need
 2. Pavement Surface Distresses and Overall Condition
 - Review inventory records.
 - Create CAD base file with existing record information for reference into drawings.
 - Identify specific pavement distresses that are present, report on the possible causes, and relate these observations to recommendations for treatment.
 - Prepare assessment of existing conditions
 3. Construction and Maintenance History
 - Review inventory records
 4. Pavement Sampling and Subsurface Investigation
 5. Aircraft Traffic Demands (Completed by Others under separate contract)
 - Compile aircraft traffic fleet mix data using the FAA's TFMSC database (and other applicable sources as approved by the FAA) and include Emergency and SRE traffic. Data to be collected includes aircraft type, gear configurations, maximum takeoff-weights (MTOW), adjusted TOW, number of annual departures and arrivals, listing of based aircraft, and forecasted annual departures and arrivals. The fleet mixes will be submitted to FAA for approval and the Engineer will respond to FAA comments regarding fleet mix submittal. A separate aircraft fleet mix will need to be prepared for the following:
 - i. Runway 18/36 and Taxiways A, B, C, and E.

For Runway 18/36, the fleet mixes will be illustrated in one table with a column for each, rather than a fleet mix table for each runway. Aircraft characteristics will be obtained from Appendix 1 of AC 150/5300-13A, *Airport Design*.
 6. Pavement Design Requirements and Goals
 - Conduct QA/QC review by a Senior Airport Engineer.
 - Furnish Draft Section A "Existing Conditions". Engineer shall submit draft to the Owner and FAA for review, comment, and approval. (3-Owner, 2-Engineer, 1-PDF to FAA)
 - Formally address Owner and FAA review comments on Draft Section A.
 - Submit Final Section A "Existing Conditions" (3-Owner, 2-Engineer, 1-PDF to FAA). At this point, all parties shall discuss and concur on either rehabilitating or reconstructing the runway.
 - b. Prepare Section B: "Pavement Alternatives" Section
 7. Alternatives
 - Once the rehabilitation or reconstruction is determined/acceptable to FAA and aircraft fleet mix is approved by the FAA, preparing pavement alternatives will begin. Pavement alternatives will be developed that address existing deficiencies and meet current design requirements. Although the initial list may include up to six (6) upfront alternatives, some alternatives may be deemed to be infeasible due to project constraints or anticipated poor long-term performance. In addition, any alternative that proposes changing the existing runway elevations by more than six inches shall be considered infeasible and not perused further. All alternatives shall limit the extent of any changes to the runway's shoulder grades shall not require the edge lights to be raised. The alternative shall include a 1.5" drop from pavement edge to shoulder. Minor shoulder grading may be justified if edge lighting is not impacted. All alternatives shall not have an impact on the current conditions or elevations of intersecting taxiways and runways.
 - Perform pavement designs for up to six (6) pavement alternatives. Using the FAA's pavement design software program, FAARFIELD, each feasible strategy will be designed in accordance with FAA Advisory Circular 150/5320-6F, *Airport Pavement Design and Evaluation*.
 - Perform a separate pavement design sensitivity analysis with and without critical aircraft.
 - Prepare up to six (6) detailed Opinion of Probable Construction (One estimate for each alternative).
 - Conduct a pavement life cycle cost analysis comparing the cost effectiveness of each strategy. The life cycle cost analysis will be used to determine the most cost-effective alternative.
 8. Construction Feasibility
 - Conduct teleconferences to present the recommended design alternatives to both the American Concrete Pavement Association and the Asphalt Institute for discussions on the construction process and sequencing to ensure the proposed design alternative can be constructed and can be done cost effectively.
 - Conduct one (1) construction phasing impacts charrette meeting with key stakeholders such as Owner, FBO, tenants to discuss preferences for phasing closures, schedule, and cost. Assume Project Manager and Sr. Project Engineer will attend.
 - Develop Construction Phasing Options (up to three alternatives)

- Perform a construction phasing feasibility analysis. Special attention will be placed on the runway intersection. The impact of the construction on the airport users will be weighed for the runway intersection area. Every attempt will be made to only impact the intersection once.
- A detailed analysis of the phasing alternatives will be prepared. Engineer shall analyze costs, schedule, and aircraft operational impacts for the following phasing options: night closures, extended night closures, weekend closures, and 24-hour closures.
- Provide recommendation for preferred phasing option.
- 9. Engineer's Opinion of Probable Cost
 - Prepare a detailed opinion of probable construction costs for up to six alternatives.
- 10. Recommend Alternative
- 11. Construction Phasing Concept of Preferred Alternative
 - Recommend a preferred phasing option based on the recommended alternative
- 12. Project Budget
 - Conduct QA/QC review by a Senior Airport Engineer.
 - Address QA/QC comments and revise the Pavement Alternatives Section.
 - Furnish Draft "Pavement Alternatives" Section. Engineer shall submit and distribute Section B to the Owner and FAA for review, comment, and approval. (3-Owner, 2-Engineer, 1-PDF to FAA)
 - Conduct a final review meeting at Owner's location to review recommendations and answer any questions and comments.
 - If necessary, based on preferred design alternative and as approved by the Sponsor and FAA, conduct field Site Visit to Determine Existing Conditions. Project Manager and Sr. Project Engineer will attend. Perform a pavement evaluation on Runway 18/36, 10 feet each side of Runway 4/22 from the runway intersection, and the first 10' on Taxiways B, C, and E. Taxiway A shall not be evaluated. This pavement evaluation should incorporate the recent Iowa DOT PCI survey obtained during Phase 200. The inspection team will use handheld radios to monitor the common traffic advisory frequency while the runway is active. As aircraft approach Runway 18/36 and 4/22, the inspection team will exit the safety area immediately. Site visit shall also include obtaining digital photographs of typical distresses observed.
 - Formally address Owner and FAA review comments on Draft Section B: "Pavement Alternatives".
 - Submit Final Section B: "Pavement Alternatives" (3-Owner, 2-Engineer, 1-PDF to FAA) combined with Section A for a Final Report.
- c. Assemble Pavement Strength Assessment Report Appendices
 - Geotechnical Investigation
 - Fleet Mix
 - FAARFIELD Pavement Designs
 - Probable Construction Cost Estimate
 - Phasing Exhibits
 - Project Funding Plan

Phase 435.

Soil Boring Coordination

- 435.1 Prepare Geotechnical Scope of Work and submit to Geotechnical Firm
 - Develop scope of proposed services
 - Develop pavement coring exhibit
- 435.2 Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner
- 435.3 Coordinate field exploration with Owner
- 435.4 Review Geotechnical Report and provide comments
 - Internal geotechnical QA/QC services to review and provide comments on the geotechnical subconsultant's investigation and report.

Phase 700.

Topographic Survey

Survey shall be completed using Horizontal Control with NAD 83 State Plane Coordinates and Vertical Control tied to NAVD 88 datums. Primary Airport Control Station (PACS) shall be used for control (if available). See <http://www.ngs.noaa.gov/cgi-bin/airports.pr1> for information. Traverse and Run Level Loop to verify project control network.

- Set a minimum of six (6) control points (5/8"x18" Rebar)
- 700.1 Research existing survey control network system.

- 700.2 Bearings for the centerlines as shown in **Figure 2** for informational purposes only. Centerline bearings were established under Grant 024.
- 700.3 Base Topography. The following tasks shall be completed for the base project area shown on **Figure 3**, approximately 18 acres. Locate all standard topographical features including:
- Pavement edges, pavement types
 - Navigational aids, airfield lighting, and signage
 - Each airfield lighting base can and foundation corners including vertical elevations.
 - Drainage structures.
 - Visible utilities
 - Underground utilities within the survey limits via Iowa One Call
- 700.4 Expanded Topography, in necessary. The following tasks shall be completed for the expanded project area shown on **Figure 3**, approximately 66 acres additional if required based on the preferred design pavement alternative and approved by the Sponsor and FAA. Locate all standard topographical features including:
- Pavement edges, pavement types
 - Navigational aids, airfield lighting, and signage
 - Each airfield lighting base can and foundation corners including vertical elevations.
 - Drainage structures.
 - Ditch flowlines, direction of flow, toe of slopes, backslopes. Ditch flowline profiles shall be collected every 25' (min.)
 - Locate Navigation Structures including VASI and Approach lighting systems. Provide elevations of foundations.
 - Visible utilities
 - Underground utilities within the survey limits via Iowa One Call
- 700.5 Collect Cross Sections utilizing total station with foresight and backsights not exceeding 300' in length from each end. All collection should be shot from primary or secondary control. Accuracy shall be $\pm 0.02'$ and be collected as follows:
- Runway 18/36: centerline offset, intervals of 18.75' each side out to runway edge, every 20' of length
 - Runway 4/22: centerline offset, intervals of 10' each side out to runway edge
 - Taxiway connectors: centerline offset, intervals of 12.5' each side every 12.5'
- 700.6 Collect each pavement joint intersection utilizing total station with foresight and backsights not exceeding 300' in length from each end. All collection should be shot from primary or secondary control. Accuracy shall be $\pm 0.02'$. The following joint intersections should be collected.
- Runway 4/22 intersection
 - Taxiway Connectors
- 700.7 Perform topographic survey in turf areas using GPS on ATV on a 10'x25' grid within the survey limits shown on the attached **Figure 3**. Accuracy shall be $\pm 0.15'$.
- 700.8 Process Survey Work into CAD topographic base files.
- Create existing surfaces from ground topographic survey.

Phase 850.

Project Management and Coordination

- 850.1 Continual Coordination with Owner and FAA (assume 6 months)
- This task consists of the continual coordination with Owner and FAA staff, as required, keeping team members fully informed of developments and decisions that are made concerning the project. The majority of this communication will be made by and through the PM and Sr. PE.
- 850.2 Develop and maintain project schedule.
- 850.3 Provide monthly progress reports to Owner.
- 850.4 Maintain documentation of pertinent correspondence made by email, memorandums, letters, telephone conversation memos, etc.

- 850.5 Prepare an independent fee analysis package.
 - Develop detailed breakdown of project work tasks
 - Create blank spreadsheet for use by independent estimator
 - Draft coordination letter to Owner summarizing requirements
- 850.6 Perform business and contract administration (assume 6 months).
- 850.7 Conduct internal design review meetings prior to the submittal of Section A and Section B.
- 850.8 Coordination between sub-contractors.
- 850.9 Other Meetings, including:
 - Special meetings with Authority/Staff
 - Public Information meetings
 - Regulatory Agencies

Phase 960.

Subconsultants

The geotechnical investigation and report will be completed by Construction Materials Testing (CMT) under separate contract with the Sponsor and is not included in this scope of work. The geotechnical investigation and report shall be in accordance with the following:

- Chapter 2 Soil Investigations and Evaluation of FAA Advisory Circular 150/5320-6F, *Airport Pavement Design and Evaluation*.
- Appendix G Design of Subsurface Pavement Drainage Systems of FAA Advisory Circular AC 150/5320-5D, *Airport Drainage Design*.
- FAA Central Region Airports Division's *Supplemental Guidance for Geotechnical Investigations and Reports*.
- AC 150/5320-6G, *Airport Pavement Design and Evaluation*.
- AC 150/5370-11B, *Use of Nondestructive Testing in the Evaluation of Airport Pavements, as Required*.

SCOPE OF GEOTECHNICAL SERVICES

- 960.1 Perform Field Exploratory Program and Laboratory Testing:
 - Field exploration shall be completed during regular weekday working hours (0700 to 1800) and coordinated in advance with the Owner.
 - Obtain 4" diameter pavement cores from the approximate locations shown on the attached Figure 4. Thirty-four (34) pavement core/soil boring samples shall be retrieved from the airside pavement.
 - On Runway 18/36, approximately half of the cores shall be taken from non-distressed areas and half shall be taken from distressed areas (through cracks or blow-ups). On the connecting taxiways and Runway 4/22, the cores can be taken from non-distressed areas. Cores shall be taken at mid-slab and not through a PCC joint. Refer to Tables A and B for core locations and notes.
 - Perform continuous sampling below the pavement with alternating split spoon (with N-count) and Shelby tube samples shall be retrieved from locations shown in the attached exhibit to a depth of 10 feet.
 - Backfill pavement cores full depth with 4,400 psi concrete (or non-shrink grout) and hand finish to match existing runway pavement elevation.
 - Obtain color digital photographs of pavement cores after retrieval.
- 960.2 Perform the following laboratory tests:
 - Particle Size Analysis (ASTM D422). Ten (10) untreated soil sample tests.
 - Moisture Content (ASTM D 2216). Ten (10) untreated soil sample tests.
 - LL, PL, and PI (ASTM D 4318). Ten (10) untreated soil samples and ten (10) treated soil samples (if necessary)
 - Modified Proctor (ASTM D1557). Ten (10) untreated soil samples and ten (10) treated soil samples (if necessary)
 - California Bearing Ratio (ASTM D1883). Ten (10) untreated soil samples and ten (10) treated soil samples (if necessary)
 1. Note: The soil from different soil types/formations shall not be mixed in order to provide bulk samples for CBR tests. Composite bulk samples could result in misrepresentation of soil properties.
 2. Note: Where the mean subgrade strength is lower than a California Bearing Ratio (CBR) of 5, it may be necessary to improve the subgrade through stabilization or other means in order to

facilitate compaction of the subbase. Subgrade improvements are expected to increase the design CBR in a cost-effective manner. Include assumptions and analysis in the Geotechnical Report.

3. Note: The design value for subgrade support (often a CBR value) should be conservatively selected to ensure a stable subgrade and should reflect the long-term subgrade support that will be provided to the pavement. The FAA recommends selecting a design CBR that is one standard deviation below the mean subgrade strength. When the design CBR is lower than 3, it is required to improve the subgrade through stabilization or other means.
- Alkali-Silica Reactivity (ASR) testing of three (3) cores shall be performed in accordance with ASTM 1567.

960.3 Prepare Geotechnical Report (Deliverables):

- Prepare and Submit Draft Geotechnical Report
 1. Prepare and submit to the Owner a draft geotechnical report (1 electronic PDF copy) presenting the testing results and analyses. The geotechnical report shall include:
 - a. discussion of field and laboratory procedures, observations related to materials encountered during the drilling, and results of field and laboratory tests;
 - b. exhibit depicting the coring/boring locations;
 - c. table summarizing surface and base course thicknesses;
 - d. recommended frost depth;
 - e. recommendations for geotextile fabric/geogrid;
 - f. recommendations for subgrade stabilization (if required) commensurate with FAA construction specifications (P-152, P-154, P-155, P-157, and P-158) and a table presenting the cement, fly ash, and/or lime application rates (range and optimal); and
 - g. color photographs of all pavement cores included in an appendix.
- Respond to Owner, Engineer, and FAA comments
- Prepare and Submit Final Geotechnical Report
 1. Prepare and submit to the Owner a final geotechnical report (1 electronic PDF copy) after review comments on the draft geotechnical report have been submitted by the Owner. The final report shall be submitted within 15 business days of receipt of comments.

960.4 If necessary, prepare additional laboratory testing as required based on outcome of Section 960.2 laboratory testing results and as approved by the Sponsor and the FAA. Additional laboratory testing may include:

- Treated Moisture Content (ASTM D2216)
- Treated Modified Proctor (ASTM D1557)
- Treated CBR (ASTM D1883)

960.5 If necessary, prepare additional Third-Party testing as required based on the preferred pavement design alternative and approved by the Sponsor and the FAA. Third-Party testing shall include:

- Nondestructive Testing (NDT) using Falling Weight Deflectometer (FWD) shall be used to evaluate subgrade strength, including aggregate interlock quality across dummy joints and the modulus of rupture in the middle of panels. FWD shall be completed in accordance with Appendix C of AC 150/5320-6G and AC 150/5370-11B. Frequency of NDT testing shall conform to Table 5 of AC 150/5370-11B.

Table A. Phase A Core Locations and Notes

Core ID	Location	STA (approx.)	Offset (approx.)	Clean/Distressed	Type
C-1	TXY A	NONE	N/A	N/A	N/A
C-2	TXY A	100+30	200' LT	N/A	Core/Boring
C-3	RWY 18/36	101+00	50' RT	Clean	Core/Boring
C-4	RWY 18/36	103+00	50' LT	Clean	Core/Boring
C-5	RWY 18/36	105+00	50' RT	Clean	Core/Boring
C-6	RWY 18/36	107+00	50' LT	Clean	Core/Boring
C-14	RWY 18/36	119+00	50' LT	Clean	Core/Boring
C-15	TXY B	120+50	200' RT	Distressed	Core/Boring
C-16	RWY 18/36	121+00	50' RT	Distressed	Core/Boring
C-17	RWY 18/36	123+00	50' LT	Distressed	Core/Boring
C-18	RWY 18/36	125+00	50' RT	Distressed	Core/Boring
C-19	RWY 18/36	127+00	50' LT	Distressed	Core/Boring
C-20	RWY 18/36	129+00	50' RT	Clean	Core/Boring
C-21	RWY 18/36	131+00	50' LT	Distressed	Core/Boring
C-22	RWY 18/36	133+00	50' RT	Distressed	Core/Boring
C-23	RWY 18/36	135+00	50' LT	Distressed	Core/Boring
C-24	RWY 18/36	137+00	50' RT	Distressed	Core/Boring
C-25	RWY 18/36	139+00	50' LT	Distressed	Core/Boring
C-26	TXY E	140+00	200' RT	Distressed	Core/Boring
C-27	RWY 18/36	141+00	50' RT	Clean	Core/Boring
C-28	RWY 18/36	143+00	50' LT	Distressed	Core/Boring
C-29	RWY 18/36	145+00	50' RT	Distressed	Core/Boring
C-30	RWY 18/36	147+00	50' LT	Clean	Core/Boring
C-31	RWY 18/36	149+00	50' RT	Clean	Core/Boring
C-32	RWY 18/36	151+00	50' LT	Clean	Core/Boring
C-33	RWY 18/36	153+00	50' RT	Clean	Core/Boring
C-34	TWY C	154+90	200' RT	Distressed	Core/Boring

**Phase A will require RWY 18/36 to be closed, but Runway 4/22 will remain open. Coordinate Taxiway closures with FBO/Owner.*

Table B. Phase B Core Locations and Notes

Core ID	Location	STA (approx.)	Offset (approx.)	Clean/Distressed	Type
C-7	RWY 18/36	109+00	50' RT	Clean	Core/Boring
C-8	RWY 18/36	111+00	50' LT	Clean	Core/Boring
C-9	RWY 4/22	111+30	300' LT	Clean	Core/Boring
C-10	RWY 18/36	113+00	50' RT	Distressed	Core/Boring
C-11	RWY 18/36	115+00	50' LT	Clean	Core/Boring
C-12	RWY 4/22	116+00	300' RT	Distressed	Core/Boring
C-13	RWY 18/36	117+00	50' RT	Clean	Core/Boring

**Phase B will require Runway 18/36 and Runway 4/22 to be closed. Phase B should be completed during times of minimal traffic. Coordinate with FBO/Owner.*

Figure 1. Project Limits

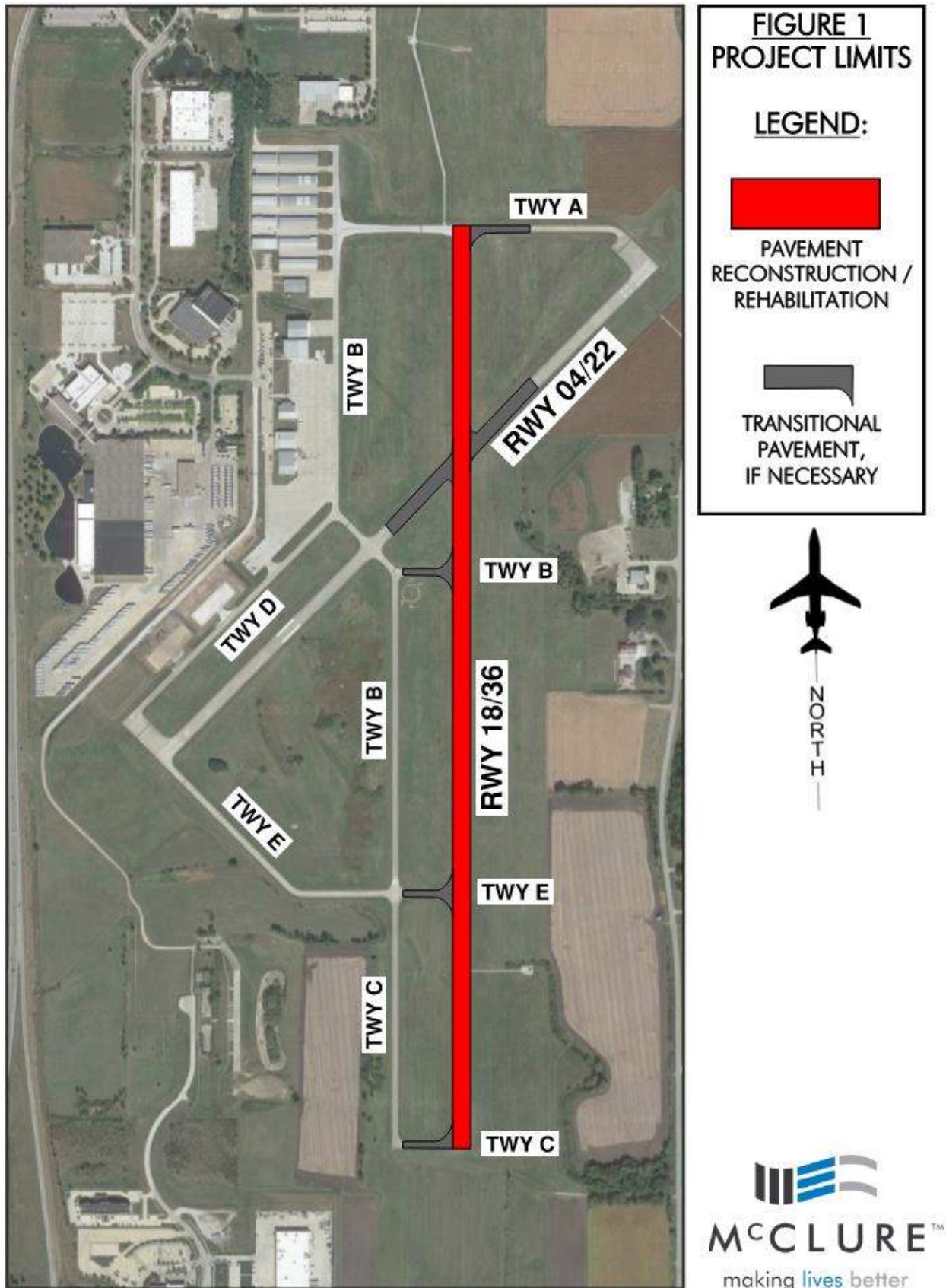


Figure 2. Establish Centerlines



**FIGURE 2
ESTABLISHED
CENTERLINES**
(For Informational
Purposes Only)
Previously
established
centerline
information
obtained under
Grant 024 will be
utilized for this
project



Figure 3. Topographic Survey Limits

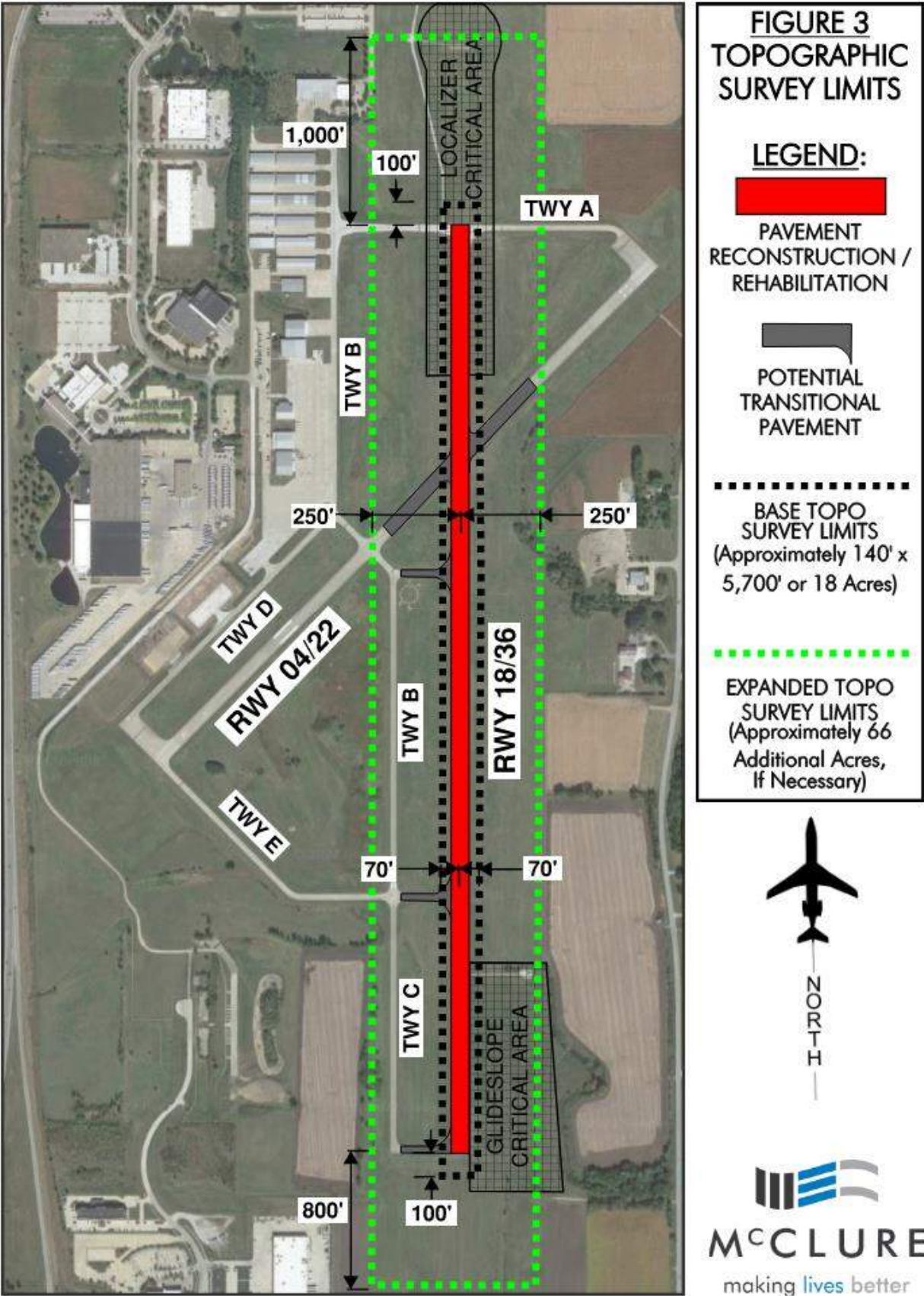


Figure 4. Soil Boring Location

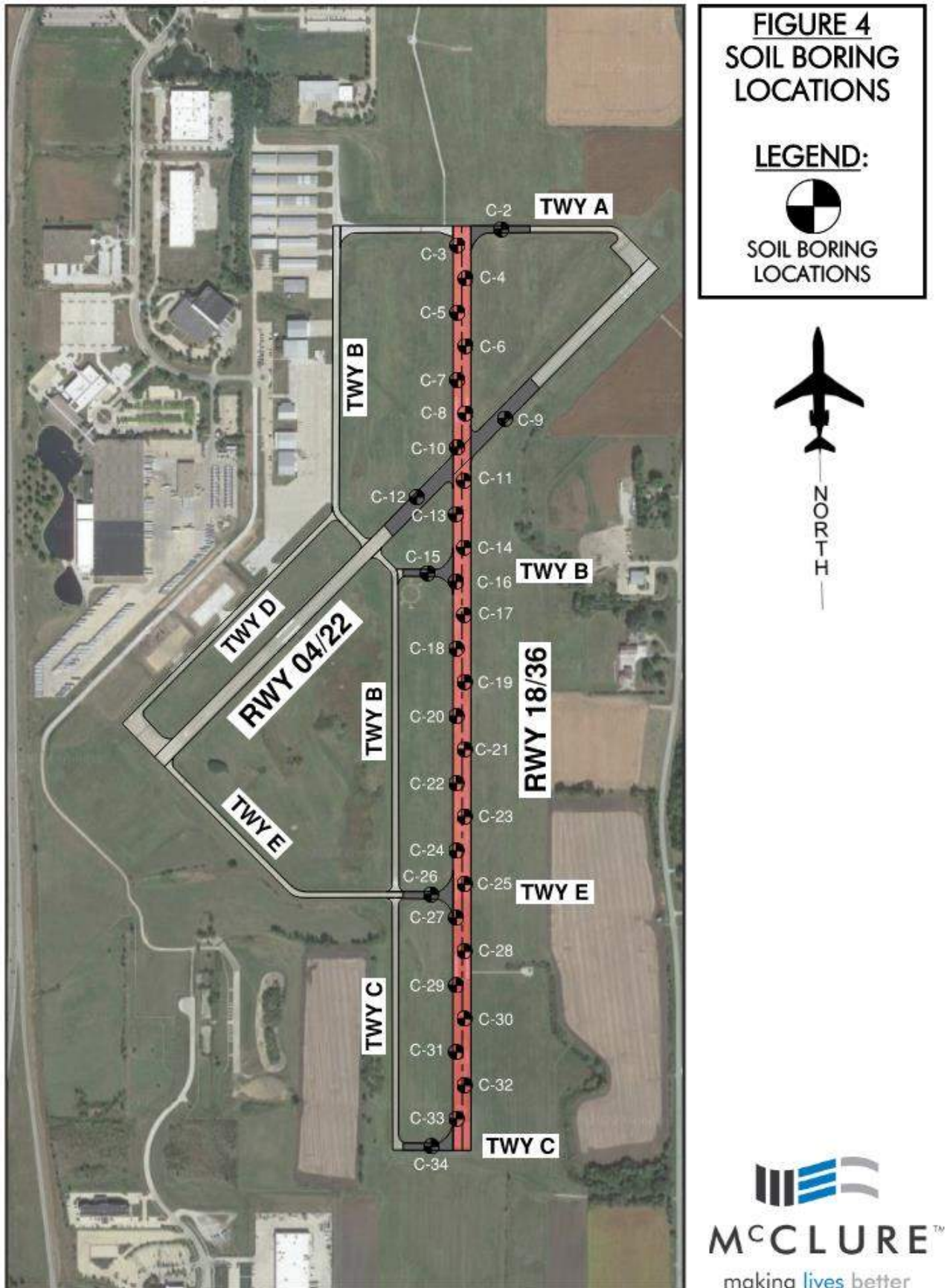


EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

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

1. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.
7. Attend the Prebid Conference, Bid opening, Preconstruction Conferences, Construction Progress Meetings and other job related meetings and Substantial Completion Inspection and Final Payment Inspection.
8. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of the **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Retain all records relating to project cost, including supporting documents, for a period of three (3) years following payment by the FAA and/or Iowa DOT, and to make such records and documents available to DOT personnel for audit.

EXHIBIT 'E'

FEDERAL CONTRACT PROVISIONS

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

ACCESS TO RECORDS AND REPORTS

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

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

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

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

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

C) Title VI List of Pertinent Nondiscrimination Authorities

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

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

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

ENERGY CONSERVATION REQUIREMENTS

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

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

RIGHT TO INVENTIONS

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

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

SEISMIC SAFETY

Reference: 49 CFR part 41

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

TAX DELINQUENCY AND FELONY CONVICTION

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

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

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

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

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

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

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

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

Termination by Default

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

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

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

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

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

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

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

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

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

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

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

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

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

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

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

3) Withholding for Unpaid Wages and Liquidated Damages.

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

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

4) Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

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

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

Exhibit F

RUNWAY 18/36 PRELIMINARY ENGINEERING

ANKENY REGIONAL AIRPORT ANKENY, IOWA

I. Direct Salary Costs

Title	Hours	Rate	Cost
Principal In Charge		\$0.00	\$ -
Project Manager		\$0.00	\$ -
Senior Engineer		\$0.00	\$ -
Engineer II		\$0.00	\$ -
CAD Technician II		\$0.00	\$ -
Survey PLS		\$0.00	\$ -
Survey Crew		\$0.00	\$ -
Administrative Assistant		\$0.00	\$ -
Total	0		

Total Direct Salary Costs \$ -

II. Labor and General Administrative Overhead*

Percentage of Direct Salary Costs \$ -

III. Subtotal (I+II) \$ -

IV. Profit

15% of Item III \$ -

V. Direct Non-Salary Expenses

8.5x11	pages	@	\$ -	per page	\$ -
11x17	pages	@	\$ -	per page	\$ -
Full-Size Plots	pages	@	\$ -	per page	\$ -
Reports	reports	@	\$ -	per report	\$ -
Postage	mailings	@	\$ -	per mailing	\$ -
Vehicle Mileage	miles	@	\$ -	per mile	\$ -
Lodging	nights	@	\$ -	per night	\$ -
Meals (Per Diem)	days	@	\$ -	per day	\$ -

Total Direct Non-Salary Expenses \$ -

VI. Additional Costs (if necessary)

Total Subcontract Costs \$ -

VII. Maximum Total Fee (III+IV+V+VI) \$ -

*Overhead rate is fixed for the duration of this agreement



U.S.
Department

of Transportation
**Federal Aviation
Administration**

Central Region
Iowa, Kansas
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

May 23, 2022

Mr. Nick Osborne
Assistant to the City Manager
City of Ankeny
410 West First Street
Ankeny, IA 50023

Dear Mr. Osborne:

Forecast/Critical Design Aircraft Approval
Ankeny Regional (IKV), Ankeny, IA
AIP No. 3-19-0132-P01-0000

The submitted Aviation Demand Forecast is Approved.

The proposed existing Geometric Critical Design Aircraft, **C-II family**, is **Approved**. The proposed ultimate Geometric Critical Design Aircraft, **C-II family**, is **Approved**. The proposed existing and ultimate aircraft fleet mix is **Approved**. The runway length Critical Design Aircraft, **Beechcraft 400/Hawker 400XP**, is **Approved**.

This information should be used for the near-term NEPA review of the proposed Runway 18-36 projects. Please have the operations numbers updated on your 5010 Master Record to match the current year information from the forecast.

If you have any questions regarding this project, please call me at (816) 329-2637 or via email at jeff.deitering@faa.gov.

Sincerely,

Jeffrey D. Deitering, P.E.
Iowa State Planner

CC: Jerald Searle, HDR, Inc.
Shane Wright, Iowa DOT Aviation Bureau



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the Des Moines Real Producers Wings and Wheels Special Events
Application for August 11, 2022

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Special Event Deposit](#)

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.

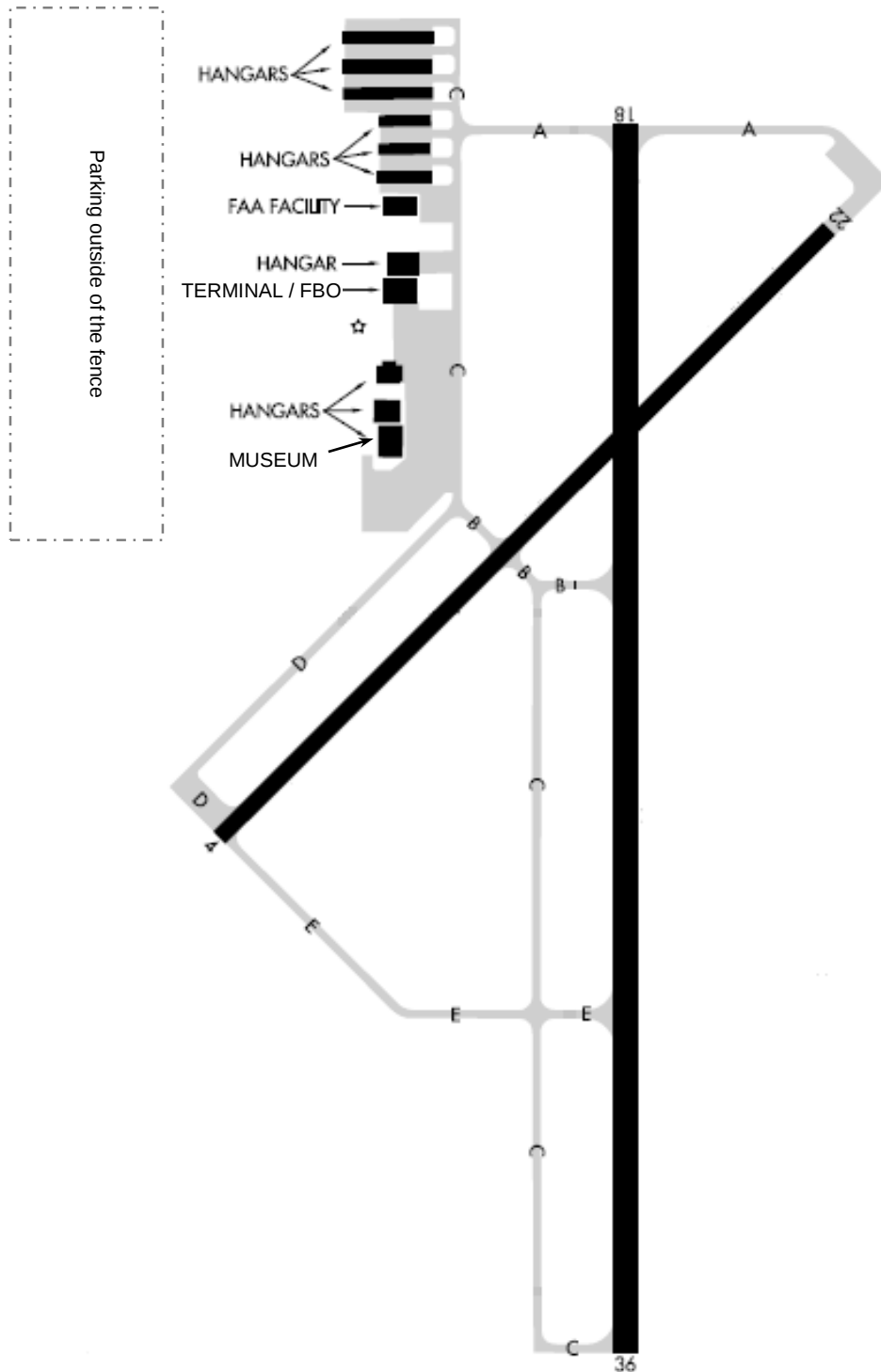
If your event entails multiple venues/activities, please add additional sheets as necessary to provide detailed information. All event applications are subject to approval by the Airport Manager or his/her designee, the Fixed Base Operator, the Polk County Aviation Authority and the Federal Aviation 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				Des Moines Real Producers wings and wheels Event				
Day and date of event		Thursday August 11th 5-8pm		New event?	Yes ☒ No	Returning event?	Yes No ☒	
Location where event will be held								
Exec One Hangar								
Description of event								
Private Event for the top real estate professionals in DSM								
Sponsor or hosting organization and phone number		Des Moines Real Producers - 563-343-2324						
Name and mailing address of local contact person		Jason Cousineau - 1003 E. 7th Street Coal Valley IL 61240						
Daytime phone #		Mobile phone #			563-343-2324			Fax #
E-mail								
jason.cousineau@realproducersmag.com								
Event start time		5pm		Event end time		8pm		
Set-up start date and time		Aug 11th - 2pm		Tear-down end date and time		After event (1 hour max)		
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								
Name of event contractor, if applicable								
What type of audience is the event planned for?								
Anticipated number of Participants:		150-175		Spectators:		Adult volunteers:		
Are there fees for the participants or spectators?		Yes ☒ No		Will fees be collected on site?		Yes No ☒		

Yes & no for fees. we're asking for donations for local non-profit (TBD)

Route/Map: Please indicate on the picture below the areas of the airport to be used during the event. A detailed map of the event site must be attached to this application. Please identify the following: event area; parking; routes for races, etc.; first aid facilities; restroom facilities including portable; canopies, tents; stages; barricades (if known); temporary lights and the direction they will be pointing; temporary sound systems and the direction they will be pointing; and temporary fencing. Attach a larger map if necessary to show detail.



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 ☐ Public address system ☐ Recorded music ☐ Live music
☐ Temporary outside lighting ☒ 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: _____
☐ 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? _____

Please list the types of food or beverages that will be available: _____

Katie with Exec One suggested Food Trucks - they did the same thing for a different event
we will provide water, pop, beer & wine - no drinks for sale, no hard liquor

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

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:

My staff and I will be responsible for clean up - cell 563-343-2324

List who will be responsible for removal of trash from the event site, include phone number:

My staff and I will be responsible for clean up - cell 563-343-2324

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: n/a - I can check with Katie with Exec One how they did this for their event

Water: n/a - I can check with Katie with Exec One how they did this for their event

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

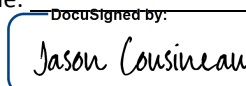
If yes, please indicate the locations and times: _____

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: Jason Cousineau

Applicant's signature:  738F540FE8C44BD...

Date: 5/3/2022

Important Contacts:

Airport Manager, Paul Moritz: (515) 965-6420

Ankeny Police Department: (515) 289-5240

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

Ankeny Fire Department: (515) 965-6469

Ankeny City Clerk: (515) 965-6400

Polk County Public Health: (515) 286-3798

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

Iowa Alcoholic Beverages: www.iowaabd.com

To be Completed by the Fixed Base Operator

Please indicate, if this event is approved, how it will impact normal and routine aviation activities at the Ankeny Regional Airport. Please check any that apply.

_____ FULL closure of the airport _____ PARTIAL closure of the airport x NO closure

_____ The location of the event will interfere with the normal operation of the airport. If yes, is an alternate location available that will not interfere with the normal operation of the airport? Please attach a map indicating the proposed alternate location.

_____ There are possible significant adverse impacts to the aviation community. If yes, are there other airports in the area available to handle diverted air traffic? Which: _____

_____ There are Fixed Base Operator services, activities, and revenue streams that may be negatively impacted. If yes, which: _____

_____ Special precautions will need to be taken to prevent damage to airport property. If yes, what: _____
I will communicate with Jason: no glass bottles

_____ There are financial or other benefits that will result from this event. If yes, what: _____
Brand awareness for Exec 1 Aviation, networking within community

_____ Additional public safety officials should be on-site for this event. Explain: _____

_____ This event will require special communications:

_____ NOTAMS: _____

_____ Airport tenants: _____

_____ Others: _____

Other items the FBO would like the Authority to consider: _____

The FBO recommends approving this event **YES** NO

Form completed by: Katie Forst, VP Direct Sales & Marketing Date: 5.05.22

To be Completed by the Polk County Aviation Authority

_____ This application is approved subject to obtaining all required permits, insurance and FAA approvals.

_____ This application is approved with the following modifications or additional requirements: _____

_____ This application is denied.

PERMIT FEE: \$ _____

CERTIFICATE OF INSURANCE REQUIREMENTS: \$ _____

_____ Governmental Immunities Endorsement is required.

PUBLIC SAFETY: Additional public safety officials are required for this event:

_____ Police Department or private security officers

_____ Fire Department personnel

_____ Emergency Medical Services personnel

POLK COUNTY AVIATION AUTHORITY

Signed: _____

By: _____ Date: _____

Office use:

☒ Deposit received

_____ FAA notified

☒ Event permit fee received

_____ FAA approval received

☒ Certificate of insurance received

_____ Deposit returned _____ Deposit retained



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the selection process for retaining an engineering firm for the 5-year period from November 1, 2022 to November 1, 2027.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Memo to Board
 Resolution for Initiation
 Public Notice



ADDRESS

3700 SE Convenience Blvd
Ankeny, IA 50021

PHONE

(515) 965-1020

FAX

(515) 965-5954

May 25, 2022

TO: PCAA Board Members

FROM: Paul Moritz

RE: 5-Year Engineering Contract – Request for Qualifications (RFQ)

Every five years, the PCAA needs to hire an engineer to complete our ACIP projects and handle our day-to-day engineering. This is required by the FAA so that our projects can continue to be partially financed by the FAA and Iowa DOT. As you are aware, McClure Engineering has been filling this role since 2017 and has been doing a nice job. Their 5-year contract will expire on November 1, 2022.

In order to select a firm for the next 5-year term, a selection process must be followed according to the requirements of the FAA. We can discuss this at the June meeting, but it is recommended that a consultant selection team be designated by Jeff. I would recommend the Engineering Committee members along with Jennifer and I as the team, but that is up to the Jeff and the Board.

I have formulated a schedule for the review/interview process that the committee will need to follow. This schedule includes the required board actions at the upcoming regular meetings so that we have the firm under contract by November 1, 2022. I will also be drafting the Request for Qualifications (RFQ) for approval by the FAA.

We can discuss this in more detail at the meeting, but we have time to get this done since the engineering contract does not expire until November. Thank you.



ADDRESS

3700 SE Convenience Blvd
Ankeny, IA 50021

PHONE

(515) 965-1020

FAX

(515) 965-5954

5-Year Engineering Contract – Schedule for Selection Process

June 9th PCAA Meeting

Selection process discussion and selection of Selection Team.

June 13, 2022

Draft Request for Qualifications (RFQ) is submitted to the FAA for approval. Assume that approval is received within one week.

June 20-24, 2022

A public notice is published regarding the RFQ.

The RFQ is sent to numerous engineering firms that qualify as airport engineers.

July 25, 2022

Due date for the engineering firms to submit their proposals. They are distributed to the selection team for initial reviews.

August 12, 2022

Selection committee meets to review the proposals and decides if interviews should be conducted with the leading firms.

August 24, 2022

Interviews are held with the leading firms. Additional information is gathered from the firms if needed. The selection committee meets afterwards to select a first and second-place firm.

September 8th PCAA Board Meeting

The Selection Team recommends the chosen engineering firm to the PCAA Board. Pending Board approval, the firm is directed to prepare a master engineering agreement for the 5-year duration.

October 6th PCAA Board Meeting

The master engineering agreement is presented to the Board for approval. The agreement will run from November 1, 2022 to November 1, 2027.

RESOLUTION NO. 2022- XX

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

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

WHEREAS, the selection of an engineering firm needs to follow the process dictated by the FAA which includes soliciting proposals from area civil engineering firms that specialize in airport engineering; and

WHEREAS, the Chairperson of the PCAA Board will need to appoint a subcommittee that will review the proposals and make a recommendation to the Board for award of the 5-year engineering agreement; and

WHEREAS, the airport board manager has set a schedule for the solicitation process so that a master agreement with the selected engineering firm can be approved by the Board at the October 6th regular meeting and subsequently in place by November 1, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority authorizes the Request for Qualifications (RFQ) process for retaining an engineering firm on a 5-year basis and further authorizes the solicitation to eligible engineering firms as well as the publication of a public notice advertising the said RFQ.

PASSED AND APPROVED, this 9th day of June, 2022.

Polk County Aviation Authority

Jeff Wangsness, Chairperson

ATTEST:

Todd Ashby, Secretary

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS (RFQ)
AIRPORT ENGINEERING CONSULTANT SERVICES
ANKENY REGIONAL AIRPORT - ANKENY, IOWA

The POLK COUNTY AVIATION AUTHORITY is seeking to retain a qualified consultant to provide engineering services for various federal, state and locally funded projects at the ANKENY REGIONAL AIRPORT over a five-year period. Interested and qualified firms are invited to submit a Statement of Qualifications (SOQ) for consideration.

Statements of Qualifications are due no later than 4:00 p.m. on Monday, July 25, 2022 to:

Paul Moritz, PE
Airport Board Manager
Polk County Aviation Authority
410 West First Street
Ankeny, Iowa 50023
pmoritz@ankenyiowa.gov
515-965-6428

A request for Qualifications is available by contacting Mr. Moritz by e-mail or phone call. The POLK COUNTY AVIATION AUTHORITY reserves the right to accept or reject any or all Statements of Qualifications. The selection process will be conducted in compliance with the requirements set forth in Federal Aviation Administration (FAA) Advisory Circular 150/5100-14E.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the farm lease with Dennis Miller.

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
 Dennis Miller Lease

RESOLUTION 2022-
A RESOLUTION AUTHORIZING THE FARM LEASE
WITH DENNIS MILLER

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

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

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

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

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

Dated the 9th day of June, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary



FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Polk County Aviation Authority ("Landlord"), whose address for the purpose of this Lease is 410 West 1st Street, Ankeny, IA 50021 and Dennis Miller ("Tenant"), whose address for the purpose of this Lease is 2010 NW Pleasant Street, Ankeny, Iowa 50023.

THE PARTIES AGREE AS FOLLOWS:

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

To be determined and mutually agreed upon between the Landlord and Tenant for approximately 1.18 acres East of Four Mile Drive and adjacent to property owned by Robert Johnson and Kathryn Zimmer

and containing 1.18 total acres, more or less, with possession by Tenant for a term of 1 year(s) to commence on March 1, 2022, and end on February 28, 2023. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$235.00 per acre payable, unless otherwise agreed, as follows: first one-half on 1st of July, 2022, second one-half on 1st of December, 2022. All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal

property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

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

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

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

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

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

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

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

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

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

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

6. **DELIVERY OF GRAIN.** If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at _____ or elsewhere at no further distant point.
7. **LANDLORD'S STORAGE SPACE.** If this lease is a crop share lease, Landlord reserves 0% of all crib and granary space for storage of the rent share crops.
8. **ENVIRONMENTAL.**
- Landlord. To the best of Landlord's knowledge to date:
 - Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal

- of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
 - iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
 - iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

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

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

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

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

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may (not) be disposed of on the premises. Dead livestock may (not) be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all

applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

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

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

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

Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

15. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.
16. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
17. **NO AGENCY.** Tenant is not an agent of the Landlord.
18. **TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.
19. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.
20. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
21. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
22. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
23. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.
24. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
25. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

DATED: 5-5-2022.

TENANT:



Dennis Miller

LANDLORD:

Polk County Aviation Authority

Jeff Wangsness, Chairman

ATTEST:

Todd Ashby, Secretary



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Enhance Quality of Life

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the Corvette Club - Wheels Up at the Ankeny Airport Special Events Application for September 24-25, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Wheels Up Application](#)

Date received by the Authority: 5/18/22 by: Alexia

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.

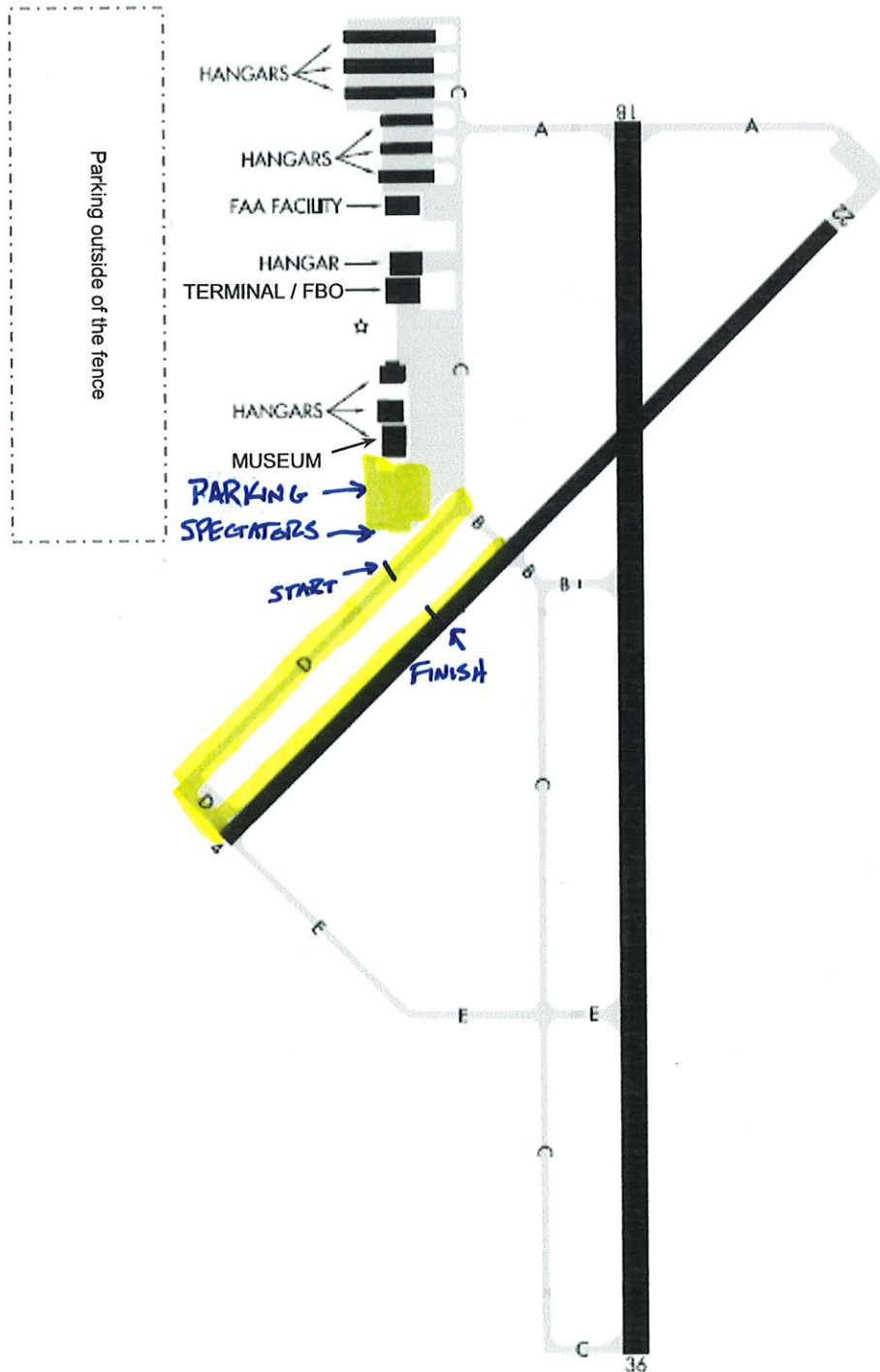
If your event entails multiple venues/activities, please add additional sheets as necessary to provide detailed information. All event applications are subject to approval by the Airport Manager or his/her designee, the Fixed Base Operator, the Polk County Aviation Authority and the Federal Aviation 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 Wheels Up at the Ankeny Regional Airport		
Day and date of event September 24-25, 2022	New event? No ☐	Returning event? Yes ☐
Location where event will be held South of south hangars using taxiway and cross winds runway.		
Description of event Well controlled low-speed autocross, using pylongs to control speed (below 80 mph)		
Sponsor or hosting organization and phone number Corvette Club of Iowa		
Name and mailing address of local contact person Dave Vance, 605 SE Peterson Dr., Ankeny, IA 50021		
Daytime phone # (515) 964-9411	Mobile phone # (515) 249-5492	Fax # (515) 964-9411
E-mail alphaone@netins.net		
Event start time 8:00 am	Event end time 7:00 am PM	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 September 23, 2022	Tear-down end date and time September 25, 2022	
Name of event contractor, if applicable N/A		
What type of audience is the event planned for? Corvette/automotive enthusiasts		
Anticipated number of Participants: 60	Spectators: 30	Adult volunteers: 12
Are there fees for the participants or spectators? Yes ☐		Will fees be collected on site? Yes ☐

Route/Map: Please indicate on the picture below the areas of the airport to be used during the event. A detailed map of the event site must be attached to this application. Please identify the following: event area; parking; routes for races, etc.; first aid facilities; restroom facilities including portable; canopies, tents; stages; barricades (if known); temporary lights and the direction they will be pointing; temporary sound systems and the direction they will be pointing; and temporary fencing. Attach a larger map if necessary to show detail.



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 ☐ Public address system ☐ Recorded music ☐ Live music
☐ Temporary outside lighting ☐ 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: 4 X 6 ft.
☐ Stage ☐ Bleachers ☐ Bandwagon/Trailer Other: Timing vehicle or trailer

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? If yes, please indicate if the food will be:

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

Please list the types of food or beverages that will be available: Menu determined and cooked by members of tl

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?

All facilities at the Airport are non-smoking.

Restrooms: Will additional restroom facilities be brought to the event site? How many? ² _____

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:

Dave Vance at PH: 515-249-5492 and Gary Foster at PH: 515-823-1849

List who will be responsible for removal of trash from the event site, include phone number:

Dave Vance at PH: 515-249-5492 and Gary Foster at PH: 515-823-1849

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: Generator

Water: Bottled 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



If yes, please indicate the locations and times: _____

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: _____

David P Vance

Applicant's signature: _____

David P Vance

Date: _____

5-18-2022

Important Contacts:

Airport Manager, Paul Moritz: (515) 965-6420

Ankeny Police Department: (515) 289-5240

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

Ankeny Fire Department: (515) 965-6469

Ankeny City Clerk: (515) 965-6400

Polk County Public Health: (515) 286-3798

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

Iowa Alcoholic Beverages: www.iowaabd.com

To be Completed by the Fixed Base Operator

Please indicate, if this event is approved, how it will impact normal and routine aviation activities at the Ankeny Regional Airport. Please check any that apply.

_____ FULL closure of the airport ☒ PARTIAL closure of the airport _____ NO closure

_____ The location of the event will interfere with the normal operation of the airport. If yes, is an alternate location available that will not interfere with the normal operation of the airport? Please attach a map indicating the proposed alternate location.

_____ There are possible significant adverse impacts to the aviation community. If yes, are there other airports in the area available to handle diverted air traffic? Which: _____

_____ There are Fixed Base Operator services, activities, and revenue streams that may be negatively impacted. If yes, which: _____

_____ Special precautions will need to be taken to prevent damage to airport property. If yes, what: _____

_____ There are financial or other benefits that will result from this event. If yes, what: _____

_____ Additional public safety officials should be on-site for this event. Explain: _____

☒ This event will require special communications:

☒ NOTAMS: The FBO will publish the NOTAM

☒ Airport tenants: The FBO will notify based customers

_____ Others: _____

Other items the FBO would like the Authority to consider: _____

The FBO recommends approving this event

Form completed by: Dave Kalwishky Paul W Date: 5-22-22

To be Completed by the Polk County Aviation Authority

_____ This application is approved subject to obtaining all required permits, insurance and FAA approvals.

_____ This application is approved with the following modifications or additional requirements: _____

_____ This application is denied.

PERMIT FEE: \$ _____

CERTIFICATE OF INSURANCE REQUIREMENTS: \$ _____

_____ Governmental Immunities Endorsement is required.

PUBLIC SAFETY: Additional public safety officials are required for this event:

_____ Police Department or private security officers

_____ Fire Department personnel

_____ Emergency Medical Services personnel

POLK COUNTY AVIATION AUTHORITY

Signed: _____

By: _____ Date: _____

Office use:

☒ Deposit received

_____ Event permit fee received

_____ Certificate of insurance received

☒ FAA notified

☒ FAA approval received

_____ Deposit returned _____ Deposit retained



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Report on the May 11, 2022 Joint Patching on the Main Runway

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Patching Photos
 Before
 During
 After











ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Status of Taxiway D Box Hangar Construction and Channel Drainage Issue

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

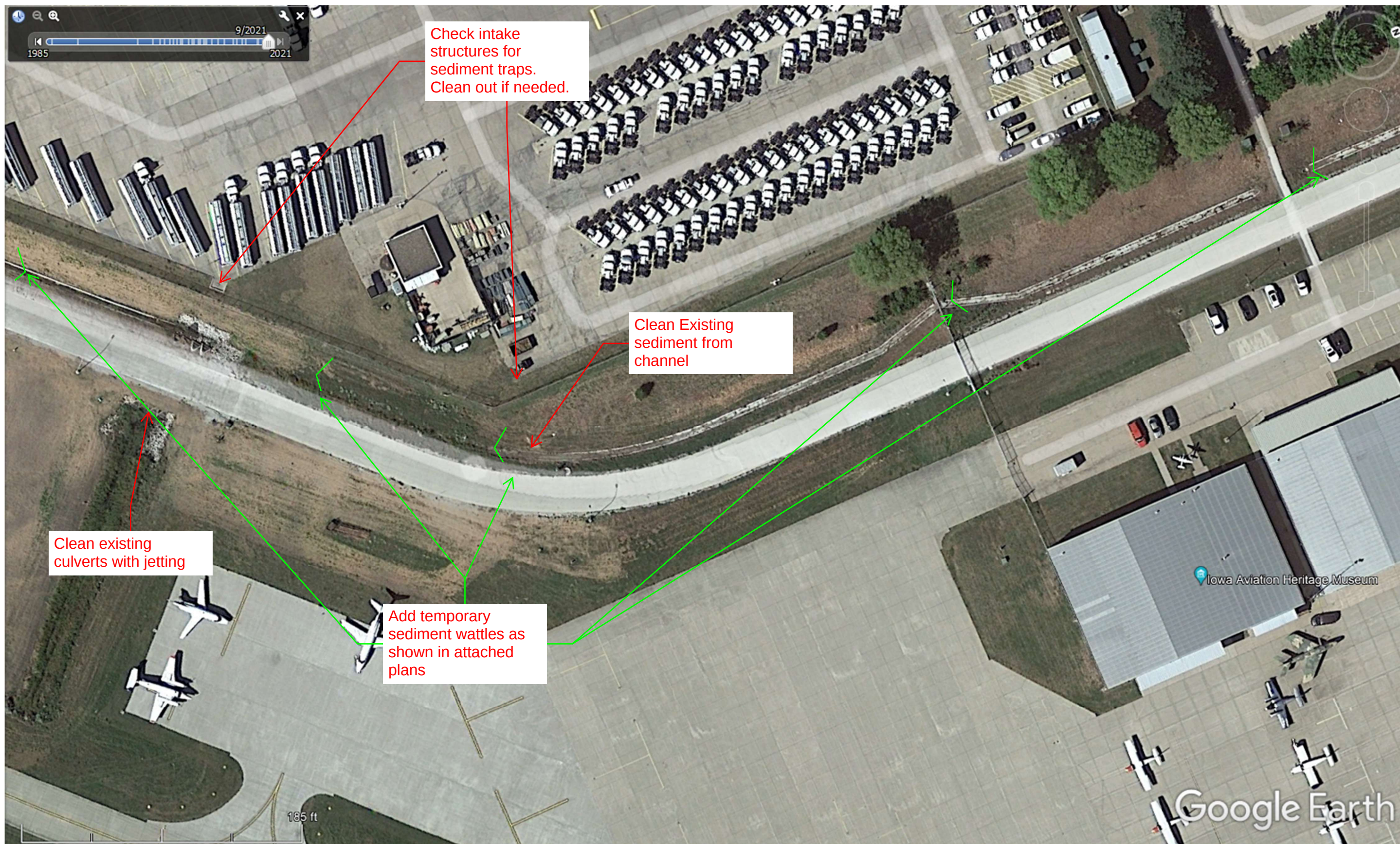
PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Exhibit



Check intake
structures for
sediment traps.
Clean out if needed.

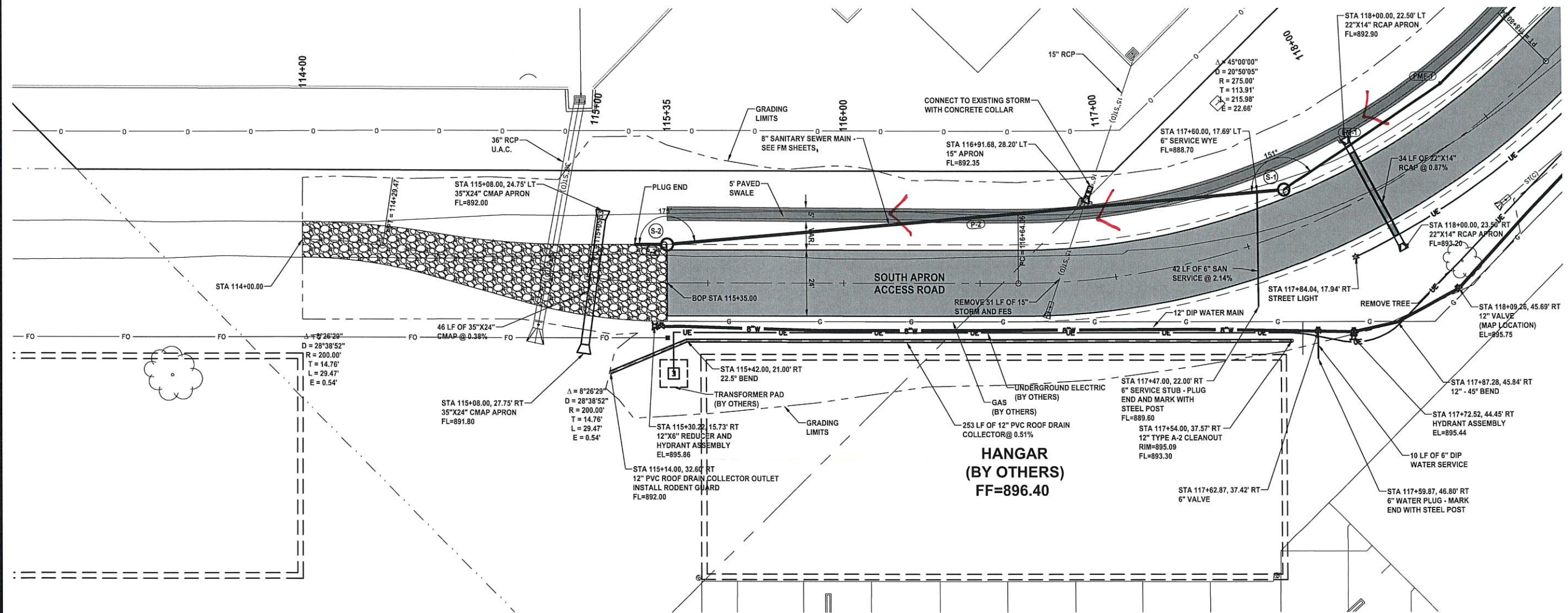
Clean Existing
sediment from
channel

Clean existing
culverts with jetting

Add temporary
sediment wattles as
shown in attached
plans

Iowa Aviation Heritage Museum

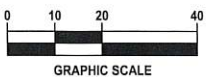
Google Earth



PLAN AND PROFILE



NORTH



ANKENY REGIONAL AIRPORT
SOUTH APRON ACCESS
ROAD AND UTILITIES
PHASE 1

ANKENY, IA

ANK 020517008-3

AUGUST 2018

REVISIONS
CHECK PLANS - 8/14/18
CONSTRUCTION SET - 9/4/18
WATER MAIN EXTENSION - 4/15/19
LIGHT LOCATION CHANGE - 6/14/19
RECORD SET - 8/29/2019

ENGINEER

TMS

CHECKED BY

TMS

DRAWN BY

SKY

FIELD BOOK NO.

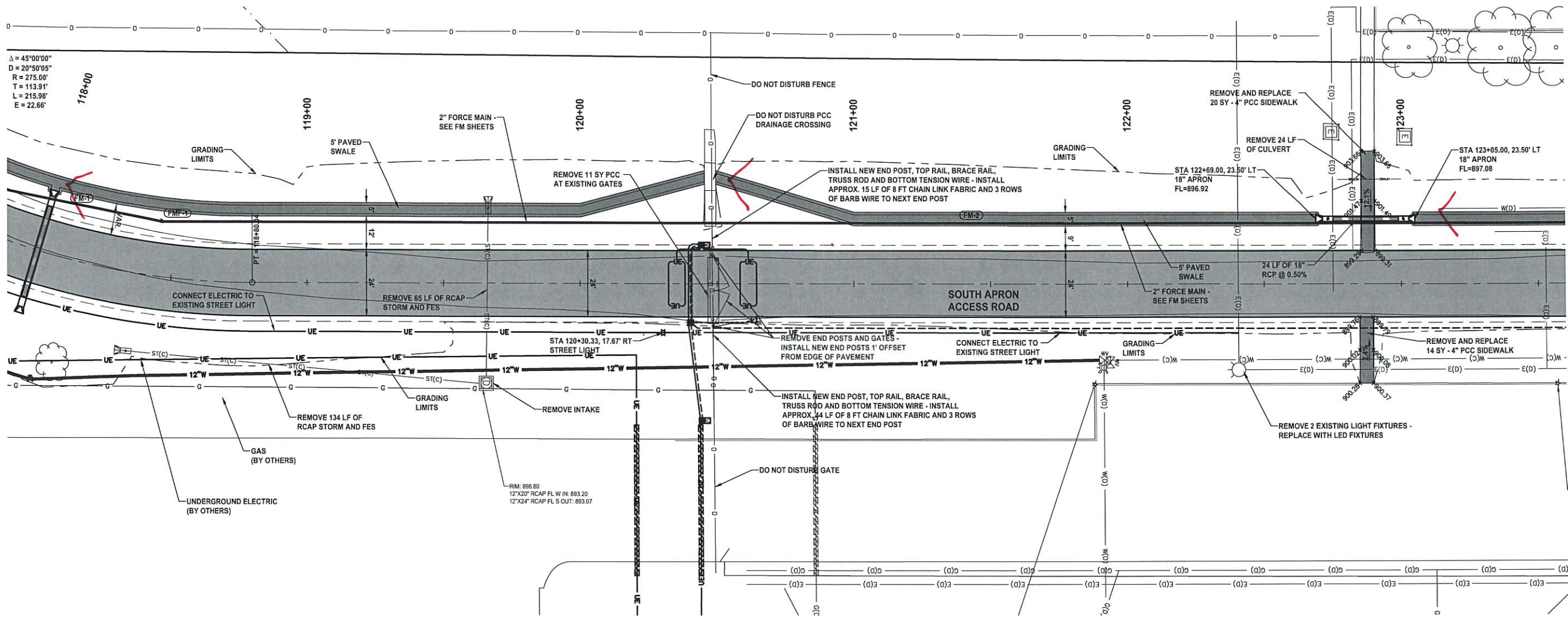
FIELDBOOK

DRAWING NO.

D.01

SHEET NO.

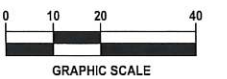
11 / 29



PLAN AND PROFILE



NORTH



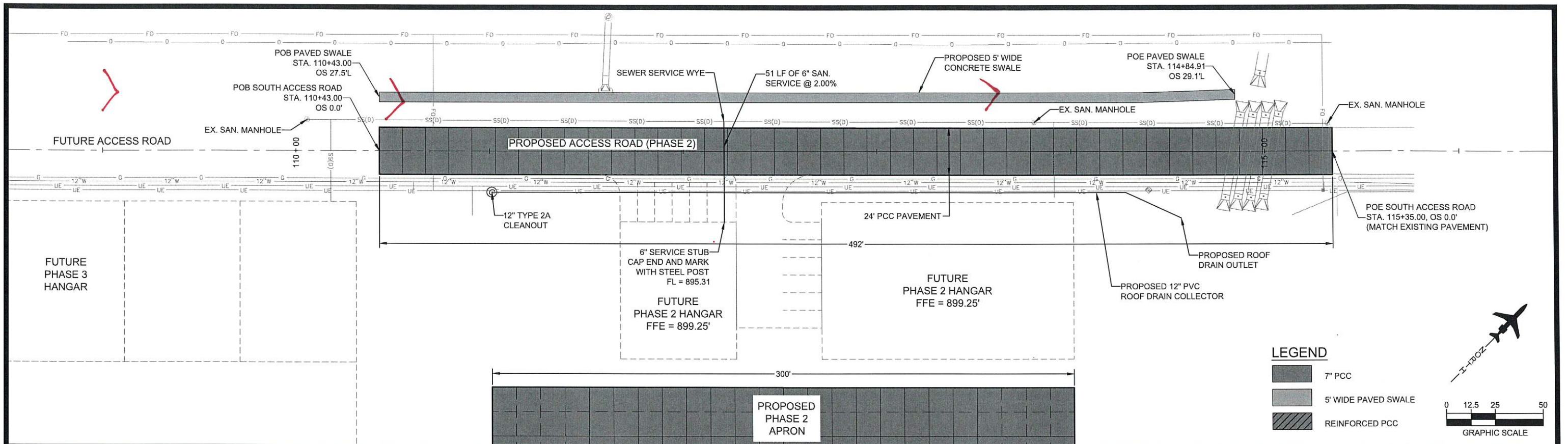
ANKENY REGIONAL AIRPORT
SOUTH APRON ACCESS
ROAD AND UTILITIES
PHASE 1

ANKENY, IA
ANK 020517008-3
AUGUST 2018

REVISIONS
CHECK PLANS - 8/14/18
CONSTRUCTION SET - 9/4/18
WATER MAIN EXTENSION - 4/15/19
LIGHT LOCATION CHANGE - 6/14/19
RECORD SET - 8/29/2019

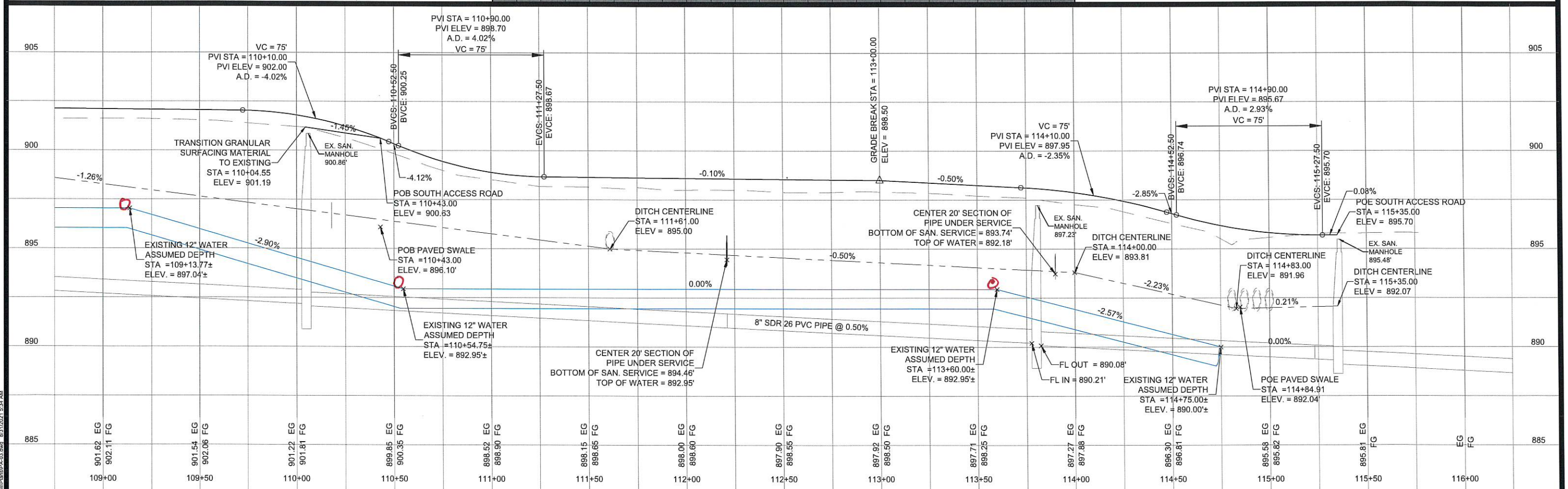
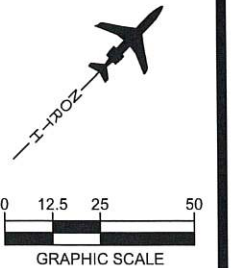
ENGINEER
TMS
CHECKED BY
TMS
DRAWN BY
SKY
FIELD BOOK NO.
FIELDBOOK

DRAWING NO.
D.02
SHEET NO.
12 / 29



LEGEND

- 7" PCC
- 5' WIDE PAVED SWALE
- REINFORCED PCC





ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Update on Main Terminal Hangar Door Replacement

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Field Review of Box Culverts - East Side of Airport
May 19, 2022

EXECUTIVE SUMMARY:
Discussion Item

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Brush on RCB Inlet
 Beaver Dam Backwater







ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
AllEnergy Taxiway D Box Hangar - Construction Schedule Update

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
June 17, 2022 Planned Airport Inspection by the Iowa DOT Aviation Director

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Expiration of 5-Yr Snow Removal Agreement with the Elder Corporation

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

No Attachments Available



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

June 9, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Maintenance Building Expansion Proposal by Exec 1 Aviation and
Land Leases tied to FBO Master Agreement

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