



Polk County Aviation Authority Meeting

Thursday, April 7, 2022

5:00 PM

1250 SW District Drive, Ankeny, Iowa

INSTRUCTIONS TO JOIN ELECTRONIC MEETING:

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

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

A. ROLL CALL

B. APPROVAL OF AGENDA

1. Approval of the April 7, 2022 Agenda

Action# B1-1. Consider motion to approve and accept the April 7, 2022 agenda without amendment.

C. PUBLIC FORUM

D. FBO REPORTS

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

E. FINANCE / BUDGET REPORTS

F. CONSENT AGENDA ITEMS

CA - 1 Consider motion to approve the March 10, 2022, minutes.

CA - 2 Consider motion to approve Amendment No. 1 to the Memorandum of Agreement with the City of Ankeny.

- CA - 3** Consider motion to approve Payment #49 in the amount of \$4,594.60 to McClure Engineering Company for services that include General On-Call Engineering Services.
- CA - 4** Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$61,351.21.
- CA - 5** Consider motion to approve April 2022 Financial Reports
- CA - 6** Consider motion to acknowledge and affirm the Through the Fence Agreement being a part of and recorded with the closing on the sale of the South Property

- **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-6.

Action# F1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-6.

G. REMOVED CONSENT AGENDA ITEMS

H. OLD BUSINESS

I. NEW BUSINESS

1. Consider motion to adopt **RESOLUTION** authorizing the execution of a farm lease with Dennis Miller
2. Consider motion to adopt **RESOLUTION** authorizing the setting of a hearing to amend a land license agreement with Exec 1 Aviation II, LLC. (date of hearing: 5/5/22 @ 5:00 p.m.)

J. REPORTS

1. **Engineering Report**
2. **Staff Report**
 - a. Update PCAA Board on future agenda items related to federal guidelines and how land sale proceeds may be used
 - b. Update PCAA Board on status of Airport Manager recruitment process and anticipated hire date
 - c. Discussion on expenses incurred for Simple Holdings hanger related to electrical infrastructure
3. **Legal Counsel Report**
4. **Board Report**
5. **Chair Report**

K. ADJOURNMENT



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

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?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

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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:

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No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

 **Print**

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?? 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:

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 [FBO Report](#)

 [Waiting List](#)

FBO REPORT April 07th, 2022

FUEL SALES

02/26 - 03/25	2022 Gallons		2021 Gallons	Last Month
100LL	6,788.9		5,760.5	5,149.1
JET-A	36,199.0		39,035.0	41,703.0
Total Gallons	42,987.9		44,795.5	46,852.1
42,987.9 x \$.09/gallon=		\$ 3,868.91		

Self-Serve fuel sales: 997.2 gallons equaling 15% which is up from 9% 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: Nothing to report.

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.

Runway 18 REIL (left side) is not flashing properly. Van Mannen has been called.

Runway 36 REIL (left side) is not flashing properly. Van Mannen has the part ordered to fix it, they are waiting

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.

Baker Electric has installed the new LED ramp lighting and it looks great.

MOWING:

Done for the season.

SNOW REMOVAL:

Nothing to report.

WILDLIFE:

There have been a few Coyotes spotted near the approach end of runway 18. The Seagulls have been active when we have low overcast and rain. We've been going out and scaring them off.

MISC:

Fuel Farm: We are still waiting on a proposal from Unified for this project.

Self-Serve fuel: I've sent an e-mail to all based customers with two videos' on how to use the self-serve system.

SPECIAL

Nothing to report.

Waiting List

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

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

Pos	Date Added	Name	Plane	Phone	E-Mail	Notes
T HANGAR						
1	10/1/2018	Markus Kelly	Looking	515-419-0099		11/3/21 Dave K - Called Markus; 515-499-6518 has been disconnected. Sent e-mail to office@flykdsm.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.
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	slezcorp@gmail.com	11/3/21 Dave K - email sent asking if he was still interested in a hangar. 11/5/21 Dave K sent a text asking about his interest. 11/5/21 texted back to stay on list.
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 on his private hangar is built.
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@midioawelectric.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	kennethscotting@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.

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 - No plane			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	

3/24/2022

2	8/12/2019	Bob Folkestad		515-645-5902	bobf@creativewerksinc.com	
3	8/18/2019	Dan Stull		515-447-2339	Dan@Stullcompanies.com	
4	10/28/2020	Marc Broer				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	

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

April 7, 2022
5 : 00 PM

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 **Print**

??	ORIGINATING DEPARTMENT:	COUNCIL GOAL:	??
	City Clerk	Exercise Financial Discipline	

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the March 10, 2022, minutes.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

MINUTES OF THE POLK COUNTY AVIATION AUTHORITY (PCAA)
Thursday, March 10, 2022 - 5:00 PM
Ankeny Kirkendall Library – City Council Chambers

Chairman Jeff Wangsness called the meeting to order at 5:00 PM. Board Members William Gardner and Greg Johnson were in attendance. Board Member Todd Ashby joined the meeting electronically. Board Member Dr. Paul Novak was absent. 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 Mandy Hanson were also present.

Approval of Agenda

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

Public Forum

Dave Vance, Corvette Club of Iowa, was present to answer any questions about the Corvette Club event to be held over Memorial Day weekend. Administrative Services Director Jennifer Sease reported the event has been approved by the FFA and everything is in order except for the Certificate of Insurance.

Public Hearing – PH 2022-02

A. Chairman Wangsness announced that this is the time and place for a public hearing on the revised FY 2021-2022 Budget and the proposed FY 2022-2023 Budget. Notice of this hearing was published in the Des Moines Register on February 25, 2022. Administrative Services Director Jennifer Sease reviewed the proposed budgets with the Board. Chairman Wangsness then asked for any public comment regarding the proposed budgets. Hearing no comments, Board Member Ashby moved to close public hearing 2022-02, Johnson seconded. Ayes: 4

B. **Resolution 2022-08** approving the revised FY 2021-2022 Budget and the proposed FY 2022-2023 Budget. Board Member Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Wangsness

FBO Report

Dave Kalwishky reviewed his 3/10/22 FBO Report with the Board and reported on updates since the report was filed. Power supplies are still needed to repair lighting for runway 04 REIL. Baker Electric is fabricating mounts for the ramp lights.

Finance / Budget Report

Gardner reported on the 3/10/22 listing of bills.

Consent Agenda Items

1. Approval of February 10, 2022, minutes.
2. Payment #48 to McClure Engineering Company for services that include General On-Call Engineering Services in the amount of \$2,885.00.

3. Approval of Bills and Transfer of Necessary Funds, \$65,141.64.
4. Approval of March 2022 Financial Reports

Approval of Consent Agenda Items

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

New Business

- A. **Resolution 2022-09** authorizing the execution of a land lease with Exec 1 Aviation II, LLC. City Attorney Amy Beattie reported that Exec 1 has requested to table this item.
- B. **Resolution 2022-10** authorizing the execution of a farm lease with DRA Properties LLC. Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Wangsness.
- C. **Motion to approve the Construction Plans for ACME Aviation Hangar – Taxiway D Box Hangar Development.** Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Wangsness.
- D. **Resolution 2022-11** authorizing an annexation application and agreement with the City of Ankeny for land on the eastern edge of the airport along Four Mile Drive. Johnson moved, second by Gardner. Ayes: Johnson, Gardner, Ashby, Wangsness.
- E. **Resolution 2022-12** authorizing the execution of an agreement with MidAmerican Energy Company to install a gas main to service the box hangers along Taxiway D. Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Wangsness.
- F. **Motion to approve the Iowa Military Aviation Heritage Museum 4 Flight Breakfast/Luncheon Special Events Application for June 4, 2022.** Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Wangsness.

Reports

- A. Engineering Report – Pudenz reported there are four to five areas of pavement that need maintenance and discussed with the Board the idea of using the Fast Patch concrete solution.
- B. Staff Report – Osborne reported that applications are open for 2023 projects and confirmed that the Board wanted to pursue the 2023 North Property Line Box Hangars. Osborne reported on the NOFO for the Terminal program under the Bipartisan Infrastructure Law. This is competitive funding. Pudenz reported that 3 of the pavement projects in the ACIP would be eligible to apply. Osborne reported on his call with the FAA regarding lengthening the runway or strengthening certain portions of the runway based on the aeronautical forecast. Osborne also discussed extending the current mowing contracts versus rebidding. It was the Board's consensus to extend the current mowing contracts.
- C. Legal Counsel Report – City Attorney Beattie reported the sale of the south property to ATI Realty is proceeding to closing around April 1.
- D. Board Report – None
- E. Chair Report – None

Adjournment

The meeting was adjourned at 6:01 p.m.

Attest: _____
Mandy Hanson, Recording Secretary

Signed: _____
Jeff Wangsness, Chairperson

Published in the Des Moines Register on the 25th day of March, 2022.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Amendment No. 1 to the Memorandum of Agreement with the City of Ankeny.

EXECUTIVE SUMMARY:
This items seeks to amend the 2003 Agreement with the City of Ankeny to remove 16 acres, reflecting a land sale and the new boundaries of the Ankeny Regional Airport property. All other terms of the agreement will remain unchanged.

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 2003 Agreement
 Amendment No 1 to City of Ankeny Agreement

chg
EO

H.

RETURN TO:

RECORDED RETURN TO:
CITY OF ANKENY, CITY CLERK
P.O. BOX 1000
ANKENY, IOWA 50021-1000
POLK COUNTY, IOWA

Doc ID: 013916980001 Type: GEN
Recorded: 10/31/2003 at 08:52:23 AM
Fee Amt: \$11.00 Page 1 of 1
Revenue Tax: \$0.00
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2003-00061673
BK **10243** PG **551**

Preparer Information: City of Ankeny, 410 West, First Street., Ankeny, Iowa 50021 (515) 965-6400
Nichelle J. Pogge

RESOLUTION NO. 2003-416

**A RESOLUTION AUTHORIZING THE EXECUTION OF A 28E AGREEMENT
WITH THE POLK COUNTY AVIATION AUTHORITY (PCAA)**

WHEREAS, the Polk County Aviation Authority ("PCAA") owns and operates the Ankeny Regional Airport located in Section 6, Range 79, Township 23 and Section 31, Range 80, Township 23 in Polk County, Iowa; and the PCAA has requested that the City of Ankeny provide certain services, including engineering services and administrative services, and

WHEREAS, the City of Ankeny has the capability to provide the services requested by PCAA, on the terms and conditions set forth in the 28E Agreement and finds that it would be in the public interest to do so.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor should be and he is hereby authorized and directed to execute the proposed 28E Agreement with the Polk County Aviation Authority (PCAA), and such Agreement shall be filed with the Iowa Secretary of State and recorded with the Polk County Recorder pursuant to Iowa Code § 28E (2003).

DATED at Ankeny, Iowa, this 20th day of October 2003.

Nichelle O. Johnson
Mayor

ATTEST:

Pamela DeMarch
City Clerk

Doc ID: 013917010006 Type: GEN
 Recorded: 10/31/2003 at 08:52:58 AM
 Fee Amt: \$36.00 Page 1 of 6
 Revenue Tax: \$0.00
 Polk County Iowa
 TIMOTHY J. BRIEN RECORDER
 File# 2003-00061674

BK 10243 PG 552-557

RETURN TO:

WHEN RECORDED RETURN TO:
 CITY OF ANKENY, IOWA
 410 WEST FIRST STREET
 ANKENY, IOWA 50021
 PHONE: 563-520-1000

WHEN RECORDED RETURN TO:

Amy S. Beattie
 550 39th Street, Suite 200
 Des Moines, IA 50312

Preparer Information: Amy S. Beattie, 550 39th Street, Suite 200, Des Moines, IA 50312 (515) 274-1450
 SPACE ABOVE THIS LINE FOR RECORDER

**Memorandum of Agreement Between
 City of Ankeny, Iowa
 and
 Polk County Aviation Authority**

This Agreement is made and entered into the 9 day of October, 2003, by and between the City of Ankeny, Iowa ("City") and the Polk County Aviation Authority ("PCAA"). PCAA is a duly authorized aviation authority created pursuant to Iowa Code Chapter 330A.

WHEREAS, PCAA owns and operates the Ankeny Regional Airport located in Section 6, Range 79, Township 23 and Section 31, Range 80, Township 23 in Polk County, Iowa ("Airport"). PCAA has requested that the City provide certain services, including engineering services and administrative services.

WHEREAS, the City has the capability to provide the services requested by PCAA, on the terms and conditions set forth herein, and finds that it would be in the public interest to do so.

NOW, THEREFORE, the parties agree as follows:

1. This Agreement is entered into pursuant to Iowa Code Chapter 28E (2003). This Agreement consists of 4 pages, Attachments A & B and Exhibits _____.
2. No separate entity or agency is created by this Agreement.
3. This Agreement shall become effective upon acceptance by both parties and shall remain in effect until terminated by one or both parties.
4. Either party may terminate this Agreement by providing written notice of termination on thirty (30) days notice to the other party. Notice of termination shall be sent by ordinary mail, or shall be hand delivered, to the following:

City Manager, City of Ankeny
 410 West First Street
 Ankeny, IA 50021

Chairperson, Polk County Aviation Authority

5. The City will perform those functions assigned to it by PCAA or its designee in accordance with this Agreement and the City agrees to perform its duties with reasonable care and good faith.

6. The City assumes no liability as to PCAA's activities in owning or managing or operating the Ankeny Regional Airport. The City assumes no duty to indemnify PCAA's employees, officers, agents or assigns; and no such duties shall be deemed to arise from the performance of this Agreement.

7. PCAA shall maintain an airport liability insurance policy in the amount of Five Million Dollars (\$5,000,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate, which names the City, its officials, employees, agents and assigns as additional insureds throughout the duration of this Agreement. PCAA will request that the insurance company include the language in Attachment B (attached hereto) with said policy. PCAA will indemnify and hold harmless the City and its officials, employees, agents and assigns, from any and all claims, demands, actions or causes of action of whatever nature, including costs of litigation and attorney fees, which arise from the performance of this Agreement. The duty to indemnify the City, under this paragraph, shall not be deemed to include any claims brought against the City, by City employees pursuant to the Workers' Compensation Act of this state. PCAA, through its insurance agent, will provide a Certificate of Insurance to the City of Ankeny for above listed coverage.

8. City will provide the administrative services as set forth in Attachment A, which is incorporated herein, or which may be agreed to by the parties in the future.

9. The City will bill PCAA monthly for services provided for in Attachment A. The services will be billed at the hourly salary rate of the employee who did the work, plus ten per cent.

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

11. The City shall designate in writing the name, address and telephone number of the person authorized to act as the administrator for all of the city's administrative services with the PCAA Board.

12. PCAA will designate in writing the name, address and telephone number of the person authorized to contact and be contacted by the City's designated administrator concerning the City's administrative services

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

14. This Agreement will be recorded with the Iowa Secretary of State and recorded with the Polk County Recorder.

15. Performance of any services from the City beyond those set forth in this Agreement must be agreed to in writing.

City of Ankeny, Iowa

By:

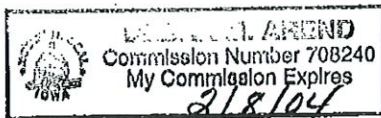
Merle O. Johnson
Merle O. Johnson, Mayor

ATTEST:

Pamela DeMouth
Pamela DeMouth, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

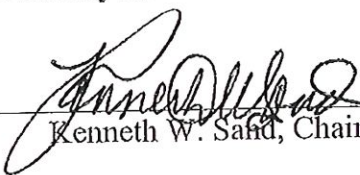
On this 20th day of October, 2003, before me the undersigned, a Notary Public in and for said State, personally appeared Merle O. Johnson and Pamela DeMouth, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, executing the within and foregoing instrument; that the said instrument was signed on behalf of the City of Ankeny, Iowa, by the authority of the City Council; and that Merle O. Johnson and Pamela DeMouth as such officers acknowledge the execution of the foregoing instrument to be the voluntary act and deed of the City of Ankeny, Iowa, by it and by them voluntarily executed.



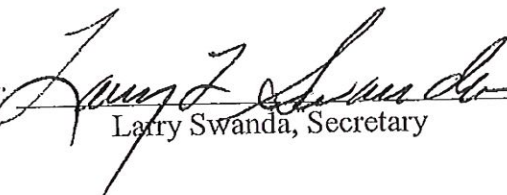
Debra M. Arend
Notary Public in and for said State of Iowa

Polk County Aviation Authority

By:


Kenneth W. Sand, Chairperson

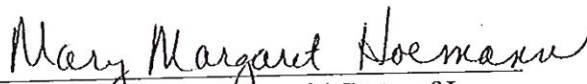
By:


Larry Swanda, Secretary

STATE OF IOWA, POLK COUNTY, ss:

On this 9 day of October, 2003, before me the undersigned, a Notary Public in and for said State, personally appeared Kenneth W. Sand and Larry Swanda, to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary of the Polk County Aviation Authority, executing the within and foregoing instrument; that the said instrument was signed on behalf of the Polk County Aviation Authority by the authority of the Board; and that Kenneth W. Sand and Larry Swanda as such officers acknowledge the execution of the foregoing instrument to be the voluntary act and deed of the Polk County Aviation Authority, by it and by them voluntarily executed.

IOWA NOTARIAL SEAL
Mary Margaret Hoemann
Commission Number 192141
My Commission Expires
August 26, 2006


Notary Public in and for said State of Iowa

Attachment A
City of Ankeny, Iowa – Polk County Aviation Authority
28E Agreement

Administrative Services: Description and Conditions

Management Services:	Staff Administrator to serve the PCAA Board of Directors and to coordinate the administrative services of the 28E Agreement. To provide administrative guidance; liaison with consulting engineers, FAA, City, County, State and other agencies; program oversight; and administration of PCAA contracts.
Engineering Services:	Engineering services, only on an as needed basis and as the time is available for city staff to provide such services, as requested by the PCAA Board of Directors.
Secretarial Services:	Attending meetings, preparing agenda and agenda packets, typing correspondence and other documents, drafting and typing minutes (to be corrected and approved by the PCAA Board of Directors), publishing legal notices, maintaining files and records of the PCAA, and other clerical services as the board may request.
Financial Services:	Accounting services, including accounts receivable services, accounts payable services, preparation of monthly financial statements, preparation of grant reports, providing information to PCAA's external auditors, and other financial services as the board may request.

PCAA will provide documentation as requested by the City Auditor or designee to insure proper authority for payment of any claims.

PCAA or its designee shall have access to City books, documents, papers, and records for the purpose of audit and examination of PCAA accounts and finances.

Attachment B
Proposed Addendum to Insurance Policy

The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The company and the insured further agree that this policy of insurance shall cover only those claims which are not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the company.

The company shall not deny coverage under this policy and the company shall not deny any of the rights and benefits accruing to the insured under this policy unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the insured.

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
Recorder's Cover Sheet**

Preparer Information:

Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.
Telephone: (515) 274-1450.

Taxpayer Information:

NA

Return Document To:

Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.

Grantors:

Polk County Aviation Authority
City of Ankeny, Iowa

Grantees:

NA

Legal Description:

See Page 2

Document or instrument number if applicable:

Memorandum of Agreement, Book 10243, Page 552-557

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT BETWEEN
CITY OF ANKENY, IOWA
AND
POLK COUNTY AVIATION AUTHORITY**

WHEREAS, the City of Ankeny, Iowa, a municipal corporation (the “City”), and Polk County Aviation Authority, a 28E entity (“PCAA”), entered into a certain Memorandum of Agreement dated the 9th day of October, 2003, and recorded in the Polk County Recorder’s Office the 31st day of October, 2003, in Book 10243, Page 552-557 (the “Agreement”); and

WHEREAS, the City and PCAA find it mutually desirable to remove certain property from the terms of the Agreement, which property is more particularly described as follows (the “Property”):

Parcel 2018-44 of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa on December 10, 2018, and recorded in Book 17175 Page 842, being a part of the Northwest fractional ¼ of Section 6, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Ankeny, Polk County, Iowa.

NOW THEREFORE, the City and PCAA agree that the Property shall be removed from the terms of the Agreement and that the Agreement shall remain in full force and effect in all other respects.

Signature Pages to Follow

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Diane Klemme, Deputy City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Mark E. Holm and Mandy Hanson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

POLK COUNTY AVIATION AUTHORITY

By: _____
Jeffrey Wangsness, Chairperson

ATTEST:

By: _____
Todd Ashby, Secretary

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Jeffrey Wangsness and Todd Ashby, to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Polk County Aviation Authority, and that said instrument was signed on behalf of said entity by authority and resolution of its Board, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said entity by it voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

??

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #49 in the amount of \$4,594.60 to McClure Engineering Company for services that include General On-Call Engineering Services.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 McClure Payment #49

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 7-Apr-22 **PAYMENT REQUEST #** 49
PAYMENT PERIOD: From: 01/30/22 through: 02/26/22

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: \$154,436.48
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 154,436.48
Less previous applications for payment: \$ 149,841.88
SUBTOTAL \$ 4,594.60

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

CURRENT PAYMENT DUE \$ 4,594.60

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: 3/8/2022
Firm Name

PCAA Approval:
Signature: _____ Date: _____

City of Ankeny Staff Approval:
Signature: [Signature] Date: 3/9/22

Work completed:
-Coordination with MidAmerican and PCAA on gas / electric service to hangar tenants and completed easement for MidAmerican to be able to construct the gas line
-Coordination with Electrical Contractor on lighting issues and schedule review of needed repairs
-Coordination with hangar contractor on hangar door repairs/improvements

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

Date Printed: 3/8/2022



1360 NW 121st Street
Clive, IA 50325

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

February 28, 2022
Project No: 0020517008-000
Invoice No: 49
Due Date: March 30, 2022

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

Professional Services from January 30, 2022 to February 26, 2022

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Administrative Assistant	.75	70.00	52.50	
Crew Chief	2.50	110.00	275.00	
Engineer II	12.50	130.00	1,625.00	
Land Surveyor I	8.50	120.00	1,020.00	
Project Manager II	9.00	180.00	1,620.00	
Totals	33.25		4,592.50	
Total Labor				4,592.50

Mileage (.70/0.50 p/mile)

2.10

Total this Phase \$4,594.60

Total Due this Invoice \$4,594.60

Outstanding Invoices

Number	Date	Balance
48	1/31/2022	2,885.00
Total		2,885.00



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

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 **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 \$61,351.21.

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 APRIL 7, 2022 BOARD MEETING

Vendor	Amount	Date of Invoice	Description
Brick Gentry Law Firm	2,205.00	03/25/22	General legal services
Coleman Moore Company	1,774.00	03/16/22	Runway Fast Patch
Cryotech	3,770.37	03/16/22	2-265 gal totes E36 liquid runway deicer
Des Moines Register	137.08	02/28/22	Notice of Hearing - Exec 1 Land Lease, February A/P & minutes
Elder Corporation	3,597.00	03/04/22	Snow removal services, February 22, 24-25, 2022
Elder Corporation	2,899.50	03/17/22	Snow removal services, March 7, 2022
Exec 1 Aviation	5,000.00	03/31/22	On-site management fee
Great Western Bank	10.24	3/8/22	Bank analysis fees - February
McClure Engineering	4,594.60	02/28/22	Professional services through 2/26/22
MidAmerican Energy	432.37	03/15/22	Lift station; Runway lights; Obstruction lighting services
Novak, Paul	175.00	03/30/22	Reimbursement of 2022 IPAA Conference registration fee
Steven Jackson	600.00	03/28/22	Snow removal from sidewalks on 1/2/22, 1/15/22, 2/25/22 & 3/7/22
Tenant deposit refund	175.00	03/31/22	Larry Clayton, A-03
Van Maanen Electric, Inc	19,189.30	03/22/22	Materials and labor to fix items 18/36
Total Airport Operations Fund	\$ 44,559.46		
Concrete Technologies	4,612.25	03/29/22	Taxiway D Apron & Access Roadway Paving - Phase 3, Construction Services thru 3/29/22
Simple Holdings, LLC	8,960.00	03/30/22	Locate conduit to new transformer location & repair conduit and install pull rope for MidAmerican
HDR Engineering	3,219.50	03/04/22	IKV Aeronautical Forecast services from 1/30/22-2/26/22
Total Capital Improvements Fund	\$ 16,791.75		
Grand Total	\$ 61,351.21		

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

April 7, 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 April 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
 April Financials

POLK COUNTY AVIATION AUTHORITY

Balance Sheet

As of March 31, 2022

ASSETS

Current Assets

Checking/Savings

101 · GREAT WESTERN BANK 2,435,424.15

Total Checking/Savings 2,435,424.15

Accounts Receivable

112 · ACCOUNTS RECEIVABLE 600.00

Total Accounts Receivable 600.00

Other Current Assets

113 · PRE-PAID EXPENSES 19,431.08

Total Other Current Assets 19,431.08

Total Current Assets 2,455,455.23

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 17,451,089.08

TOTAL ASSETS 19,906,544.31

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202 · ACCOUNTS PAYABLE 60,733.60

Total Accounts Payable 60,733.60

Other Current Liabilities

204 · RETAINAGE PAYABLE 37,278.52

206 · DEFERRED REVENUE 8,799.15

207 · HANGAR/LEASE ADVANCE DEPOSITS 15,655.00

208 · SPECIAL EVENT DEPOSITS 400.00

Total Other Current Liabilities 62,132.67

Total Current Liabilities 122,866.27

Long Term Liabilities

211 · LOAN PAYABLE 844,000.00

Total Long Term Liabilities 844,000.00

Total Liabilities 966,866.27

Equity

3000 · INVESTED IN CAPITAL ASSETS 16,445,472.08

3001 · UNRESTRICTED NET ASSETS 3,005,023.28

3003 · RESTRICTED FOR AIRPORT IMPROVE (510,817.32)

Total Equity 18,939,678.04

TOTAL LIABILITIES & EQUITY 19,906,544.31

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

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	497,788.00	995,739.00	(497,951.00)	49.99%
401 · LEASE AND LICENSE FEE INCOME	152,932.92	208,000.00	(55,067.08)	73.53%
403 · FUEL FEE INCOME	34,216.10	49,000.00	(14,783.90)	69.83%
407 · OTHER REVENUE	600.00	2,800,000.00	(2,799,400.00)	0.02%
Total Income	685,537.02	4,052,739.00	(3,367,201.98)	16.92%
Gross Profit	685,537.02	4,052,739.00	(3,367,201.98)	16.92%
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	45,000.00	60,000.00	(15,000.00)	75.0%
609 · FINANCIAL SERVICES	10.24	100.00	(89.76)	10.24%
610 · ADVERTISING & PROMOTION	181.10	700.00	(518.90)	25.87%
611 · PUBLICATIONS	1,211.06	2,700.00	(1,488.94)	44.85%
612 · CONFERENCES AND SEMINARS	350.00	3,500.00	(3,150.00)	10.0%
613 · LEGAL SERVICES	15,929.85	21,000.00	(5,070.15)	75.86%
614 · AUDIT SERVICES	10,175.00	10,200.00	(25.00)	99.76%
616 · GENERAL INSURANCE	5,244.40	6,900.00	(1,655.60)	76.01%
617 · PROPERTY INSURANCE	27,211.75	35,600.00	(8,388.25)	76.44%
618 · PUBLIC OFFICIALS INSURANCE	1,110.03	1,500.00	(389.97)	74.0%
630 · SNOW REMOVAL & MOWING	52,484.43	82,000.00	(29,515.57)	64.01%
631 · REPAIRS & MAINTENANCE (General)	55,761.36	72,000.00	(16,238.64)	77.45%
640 · UTILITIES	3,782.53	4,800.00	(1,017.47)	78.8%
644 · AIRPORT PLANNING & ENGINEERING	26,992.48	62,000.00	(35,007.52)	43.54%
645 · MISCELLANEOUS	89.50	100.00	(10.50)	89.5%
721 · TAXIWAY D ACCESS ROAD	737,541.82	749,653.00	(12,111.18)	98.38%
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	24,454.50	385,400.00	(360,945.50)	6.35%
Total Expense	1,034,563.81	1,543,365.00	(508,801.19)	67.03%
Net Ordinary Income	(349,026.79)	2,509,374.00	(2,858,400.79)	(13.91%)
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	3,038.43	3,000.00	38.43	101.28%
504 · FAA GRANT REIMBURSEMENT	59,000.00	381,200.00	(322,200.00)	15.48%
505 · STATE GRANT REIMBURSEMENT	262,591.00	285,200.00	(22,609.00)	92.07%
Total Other Income	324,629.43	669,400.00	(344,770.57)	48.5%
Other Expense				
660 · BOND/LOAN PRINCIPAL	59,000.00	844,000.00	(785,000.00)	6.99%
Total Other Expense	59,000.00	844,000.00	(785,000.00)	6.99%
Net Other Income	265,629.43	(174,600.00)	440,229.43	(152.14%)
Net Income	(83,397.36)	2,334,774.00	(2,418,171.36)	(3.57%)

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

As of March 31, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Corvette Club of Iowa	0.00	600.00	0.00	0.00	0.00	600.00
TOTAL	0.00	600.00	0.00	0.00	0.00	600.00

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	154,436.48	-	154,436.48	154,436.48	-	-	-	-	
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	IaDOT	191,633.80	11,925.19	203,558.99	203,558.99	-	-	76,950	76,950	FY20
Taxiway D Apron Access Road & Utilities - Phase 1	McClure & Sternquist	IaDOT	633,250.00	54,844.02	688,094.02	688,094.02	-	-	225,000	225,000	FY20
Taxiway Rehab & Reconstruction-2018	McClure & Con-Struct	FAA	1,635,735.05	7,406.00	1,643,141.05	1,643,141.05	-	(0.00)	1,393,240	1,393,240	FY21
Bi-Fold Hangar Door Replacement	Jensen Builders	IaDOT	130,075.00	9,900.00	139,975.00	139,975.00	-	-	75,000	75,000	FY21
SE Convenience Blvd Extension	City of Ankeny	EXP/RISE	877,279.79	115,104.30	992,384.09	991,544.82	-	-	-	-	FY21
Taxiway D Access Road & Utilities - Phase 2	McClure, SandStone	EXP	746,334.00	(19,963.60)	726,370.40	726,370.40	-	-	-	-	FY22
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	1,191.81	683,585.31	676,015.12	7,570.19	6,240.00	-	-	
Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	IaDOT	736,490.90	216.44	736,707.34	760,272.29	(23,564.95)	31,038.52	262,591	262,591	
3-Year Vegetation Control Agreement	Perficut ('20-'22)	EXP	47,586.00	-	47,586.00	31,204.00	16,382.00	-	-	-	
Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	32,000.00	(2,368.01)	29,631.99	23,631.99	6,000.00	-	-	-	
Strengthen & Extend RW 18/36	HDR	EXP	27,400.00	-	27,400.00	24,454.50	2,945.50	-	-	-	
			-	-	-	-	-	-	-	-	
			-	-	-	-	-	-	-	-	
Grayed out = Completed items, no new charges expected			8,350,856.76	1,895,873.01	10,246,729.77	10,233,017.76	12,872.74	37,278.52	4,863,297	4,863,297	

\$ 37,278.52

\$ -

^= 204 Retainage Pay

^ = 110 Grant AR

21-22 Snow removal cost sum

				FY20/21
	Quantity	Cost		
Elder	219.50	\$ 20,239.00	\$ 38,196.50	52.99%
S Jackson	4.00	\$ 600.00	\$ 1,050.00	57.14%
New Deal	242.00	\$ 17,227.79	\$ 8,972.00	192.02%
Cryotech	1,327.00	\$ 9,257.64	\$ 9,004.08	102.82%
	<u>\$ 1,792.50</u>	<u>\$ 47,324.43</u>	<u>\$ 57,222.58</u>	<u>82.70%</u>
	Quantity	Cost	Cost	
Labor	107.00	\$ 9,468.00	\$ 16,994.75	55.71%
Equipment	116.50	\$ 11,371.00	\$ 22,251.75	51.10%
Material	1,569.00	\$ 26,485.43	\$ 17,976.08	147.34%
	<u>\$ 1,792.50</u>	<u>\$ 47,324.43</u>	<u>\$ 57,222.58</u>	<u>82.70%</u>
	Quantity	Cost	Cost	
Operations	1,792.50	\$ 47,324.43	\$ 57,222.58	82.70%
	<u>\$ 1,792.50</u>	<u>\$ 47,324.43</u>	<u>\$ 57,222.58</u>	<u>82.70%</u>

(Elder contract: year 5 of 5)

FY21/22 Hourly Rates			FY20/21	% Inc	Category
Elder	Manager	\$ 74.00	\$ 74.00	0.0%	Labor
Elder	Manager-OT	\$ 110.00	\$ 110.00	0.0%	Labor
Elder	Manager-DT	\$ 147.00	\$ 147.00	0.0%	Labor
Elder	Operator	\$ 63.00	\$ 63.00	0.0%	Labor
Elder	Operator-OT	\$ 95.00	\$ 95.00	0.0%	Labor
Elder	Operator-DT	\$ 126.00	\$ 126.00	0.0%	Labor
Elder	Annual Payment	\$ -	\$ -	0.0%	Equipment
Elder	Motor Grader	\$ 163.00	\$ 163.00	0.0%	Equipment
Elder	Wheel Loader	\$ 173.00	\$ 173.00	0.0%	Equipment
Elder	Blower	\$ 21.00	\$ 21.00	0.0%	Equipment
Elder	Pickup	\$ 16.00	\$ 16.00	0.0%	Equipment
Elder	Tractor Broom	\$ 105.00	\$ 105.00	0.0%	Equipment
S Jackson	Oralabor	\$ 150.00	\$ 150.00	0.0%	Labor
New Deal	Granular	\$ 63.13	\$ 46.73	35.1%	Material
New Deal	Shipping	\$ 597.79	\$ 495.00	20.8%	Material
New Deal	Granular - 2ND	\$ 64.88	\$ 52.45	23.7%	Material
New Deal	Shipping - 2ND	\$ 1,200.00	\$ 543.00	121.0%	Material
Cryotech	Liquid	\$ 6.05	\$ 5.95	1.7%	Material
Cryotech	S&H - 2ND	\$ 563.87	\$ 630.85	-10.6%	Material
Cryotech	S&H	\$ 677.52	\$ 489.48	38.4%	Material

Continued...

[illegible]

Provider	What	Inv. Date	Quantity	Rate	Cost
New Deal	Granular	11/05/21	80.00	\$ 63.13	\$ 5,050.00
New Deal	Shipping	11/05/21	1.00	\$ 597.79	\$ 597.79
Elder	Manager	12/23/21	2.00	\$ 74.00	\$ 148.00
Elder	Tractor Broom	12/23/21	2.00	\$ 105.00	\$ 210.00
Elder	Operator	01/13/22	5.00	\$ 63.00	\$ 315.00
Elder	Manager	01/13/22	9.00	\$ 74.00	\$ 666.00
Elder	Operator-DT	01/13/22	5.00	\$ 126.00	\$ 630.00
Elder	Manager-DT	01/13/22	7.50	\$ 147.00	\$ 1,102.50
Elder	Manager-OT	01/13/22	2.50	\$ 110.00	\$ 275.00
Elder	Pickup	01/13/22	12.00	\$ 16.00	\$ 192.00
Elder	Tractor Broom	01/13/22	11.00	\$ 105.00	\$ 1,155.00
Elder	Wheel Loader	01/13/22	6.00	\$ 173.00	\$ 1,038.00
Elder	Blower	01/13/22	2.50	\$ 21.00	\$ 52.50
Cryotech	Liquid	01/12/22	795.00	\$ 6.05	\$ 4,809.75
Cryotech	S&H	01/12/22	1.00	\$ 677.52	\$ 677.52
Elder	Manager	01/27/22	23.00	\$ 74.00	\$ 1,702.00
Elder	Manager-OT	01/27/22	13.50	\$ 110.00	\$ 1,485.00
Elder	Pickup	01/27/22	10.00	\$ 16.00	\$ 160.00
Elder	Wheel Loader	01/27/22	23.50	\$ 173.00	\$ 4,065.50
Elder	Blower	01/27/22	11.00	\$ 21.00	\$ 231.00
Elder	Tractor Broom	01/27/22	3.00	\$ 105.00	\$ 315.00
New Deal	Granular - 2ND	02/23/22	160.00	\$ 64.88	\$ 10,380.00
New Deal	Shipping - 2ND	02/23/22	1.00	\$ 1,200.00	\$ 1,200.00
Elder	Manager	03/04/22	19.00	\$ 74.00	\$ 1,406.00
Elder	Tractor Broom	03/04/22	11.50	\$ 105.00	\$ 1,207.50
Elder	Pickup	03/04/22	2.00	\$ 16.00	\$ 32.00
Elder	Wheel Loader	03/04/22	5.50	\$ 173.00	\$ 951.50
Cryotech	Liquid	03/16/22	530.00	\$ 6.05	\$ 3,206.50
Cryotech	S&H - 2ND	03/16/22	1.00	\$ 563.87	\$ 563.87
Elder	Operator	03/17/22	7.50	\$ 63.00	\$ 472.50
Elder	Manager	03/17/22	9.00	\$ 74.00	\$ 666.00
Elder	Pickup	03/17/22	3.50	\$ 16.00	\$ 56.00
Elder	Tractor Broom	03/17/22	8.00	\$ 105.00	\$ 840.00
Elder	Wheel Loader	03/17/22	5.00	\$ 173.00	\$ 865.00
S Jackson	Oralabor	03/28/22	4.00	\$ 150.00	\$ 600.00



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to acknowledge and affirm the Through the Fence Agreement being a part of and recorded with the closing on the sale of the South Property

EXECUTIVE SUMMARY:
The parties purchasing approximately 16 acres of land at the airport are seeking to acknowledge and affirm a Through the Fence Access Agreement that would enable their commercial airplanes to taxi into the Ankeny Regional Airport through their property. This agreement is necessary to comply with FAA regulations and would be valid for 30 years.

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Through the Fence Agreement

**THROUGH THE FENCE AIRPORT ACCESS AGREEMENT
Recorder's Cover Sheet**

Preparer Information:

Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.
Telephone: (515) 274-1450.

Taxpayer Information: NA

Return Document To:

Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.

Grantors: Polk County Aviation Authority

Grantees: TJL Investments, L.L.C., an Iowa limited liability company; Brommer Investments, LLC, an Iowa limited liability company; Eric and Carol Ziel, as Trustees of the Eric and Carol Ziel Joint Revocable Trust dated February 17, 2015; ATI Group, LLC, an Iowa limited liability company; Wave Capital Group, LLC, an Iowa limited liability company; Leo Investments, LLC, an Iowa limited liability company; T.Leo Capital, LLC, an Iowa limited liability company; Shafbo, LLC, an Iowa limited liability company; BS Equity, LLC, an Iowa limited liability company; and Patrick Graham and Jennifer Graham

Legal Description: See Exhibit "A" attached.

Document or instrument number if applicable:

THROUGH THE FENCE AIRPORT ACCESS AGREEMENT

This Through The Fence Airport Access Agreement (“Agreement”) is made and entered into this ____7th____ day of __April____ 2022__, by and between Polk County Aviation Authority (referred to as “PCAA” or “Owner”), and TJL Investments, L.L.C., an Iowa limited liability company (“TJL”); Brommer Investments, LLC, an Iowa limited liability company (“Brommer”); Eric and Carol Ziel, as Trustees of the Eric and Carol Ziel Joint Revocable Trust dated February 17, 2015 (“Ziel”); ATI Group, LLC, an Iowa limited liability company (“ATI”); Wave Capital Group, LLC, an Iowa limited liability company (“Wave”); Leo Investments, LLC, an Iowa limited liability company (“Leo”); T.Leo Capital, LLC, an Iowa limited liability company (“TLeo”); Shafbo, LLC, an Iowa limited liability company (“Shafbo”); BS Equity, LLC, an Iowa limited liability company (“BS”); and Patrick Graham and Jennifer Graham, husband and wife, as joint tenants with full rights of survivorship (“Graham”) as Tenants in Common (referred to collectively as “User”).

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, PCAA is the owner and operator of the Ankeny Regional Airport, located in the County of Polk, State of Iowa, with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of the Iowa Code, among other federal, state, and local laws, rules and regulations; and

WHEREAS, the User owns real property immediately adjacent to the physical property of the Airport; and

WHEREAS, the User has been granted the right to taxi aircraft, for commercial purposes only, from its property “through the fence” to the Airport property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this Agreement to comply with the FAA requirements for through-the-fence agreements with property owners; and

WHEREAS, the User requests the right to allow its aircraft to taxi from the User’s property “through the fence” to the Airport property and to its runway and taxiway system;

NOW, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

Legal description of property with right of access: All property of User which is adjacent to the Ankeny Regional Airport Property and legally described on Exhibit “A” (the “Property”).

ARTICLE II – TERM OF AGREEMENT

Owner hereby grants User the right of access as set forth in the Recitals under the terms of this Agreement. The term of this Agreement shall commence on April 1, 2022 and shall continue for a thirty (30) year period, ending March 31, 2052. At the expiration of the term specified in this Agreement, contingent upon a renewal being allowed by the then existing FAA regulations, an amendment adding any provisions required by said regulations and approved by the FAA, Lessee has the option to renew this Agreement for an additional, twenty (20) year period. Provided, however, that this Agreement shall immediately terminate on the date that the User is no longer owner of the Property.

ARTICLE III – PROHIBITIONS

1. **No Commercial Aeronautical Uses:** The User cannot sublease the User’s hangar and can only use the hangar to house the User’s business aircraft. The User shall not permit any person or entity to engage in any temporary or permanent commercial aeronautical activity on the land owned by the User described herein above without appropriate permits issued by the Owner. This prohibition includes but is not limited to any activity or service for compensation, exchange, trading, buying, selling, or hire or any other revenue producing activity whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.
2. **Sale of Aviation Fuels Prohibited:** While this Agreement is in force, User shall not permit any person or entity to sell aviation fuels on land owned by User described herein above which the Owner is already providing.
3. **Prohibitions and Restrictions on Access:** The User is specifically prohibited from granting or selling any access/egress to the Airport through the aforementioned property to any other parties. This restriction also includes the User taking reasonable precautions acceptable to the Owner to prevent the accidental access to the Airport by vehicles, pedestrians, etc.

ARTICLE IV – THROUGH THE FENCE ACCESS FEE TO OWNER

User agrees to pay an access fee to the Owner:

1. **Owner’s Basis for Access Fee:** The access fee is based on the rates and charges of other on-airport tenants and operators making similar use of the airport. The access fee is subject to annual adjustments by the Owner.
2. **User’s Access Fee:** Based upon the forgoing rate outlined above, the access fee to be paid is \$175.00 per month. This fee will be increased in accordance with the on-airport fees outlined above through the term of this agreement.

3. Payment: All payments required to be made by User under this Agreement shall be made payable to the Owner, and shall be delivered or mailed to the address below:

Polk County Aviation Authority
410 West First Street
Ankeny, IA 50021

ARTICLE V – CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that the User shall construct all private-use infrastructure, required and acceptable to the Owner, at User's sole cost and expense. All required private-use infrastructure such as taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed and depicted in Exhibit "B" to this agreement. User shall have exclusive use of the private-use infrastructure. Accordingly, User covenants and agrees as follows:

1. Construction and Maintenance: To construct the private-use infrastructure on the User's or Owner's property as may be required. All construction on Owner's property must be approved by Owner prior to the commencement of construction and must meet all current design standards as required by the Federal Aviation Administration. The User may use the constructed hangar to act as part of the wildlife fence if gaps between the fence and the hangar building are minimized to prevent wildlife to slip through. During the term of this Agreement, User shall also be solely responsible for all maintenance (snow removal, utility costs, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure and shall at all times maintain it in good repair.
2. Construction Costs: Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by the Owner. These costs are in addition to the access fees described above.

ARTICLE VI – AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES AND FEDERAL OBLIGATIONS.

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport's or the Owner's Federal obligations.

The User agrees to abide by the Airport Rules and Regulations in effect as of the date of this Agreement and as may be amended from time to time.

ARTICLE VII – INDEMNITY AND INSURANCE

USER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS PAST, PRESENT AND FUTURE

OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS ARISING FROM OR BASED UPON INTENTIONAL OR NEGLIGENT ACTS OR OMISSION ON THE PART OF USER, ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, INVITEES, CONTRACTORS OR SUBCONTRACTORS WHICH MAY ARISE OUT OF OR RESULT FROM THE USER'S OCCUPANCY OR USE OF THE FACILITIES AND PCAA-OWNED PROPERTY AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT. THE USER SHALL ALSO INDEMNIFY THE OWNER AND ITS PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES AGAINST ANY AND ALL MECHANIC'S AND MATERIALMEN'S LIENS OR ANY OTHER TYPES OF LIENS IMPOSED UPON OWNER-OWNED PROPERTY ARISING AS A RESULT OF THE USER'S CONDUCT OR ACTIVITY. THIS INDEMNITY PROVISION SHALL APPLY REGARDLESS OF THE NATURE OF THE INJURY OR HARM ALLEGED, WHETHER FOR INJURY OR DEATH TO PERSONS OR DAMAGE TO PROPERTY, OR WHETHER SUCH CLAIMS ARE ALLEGED AS COMMON LAW, STATUTORY OR CONSTITUTIONAL CLAIMS, OR OTHERWISE. THIS INDEMNITY PROVISION SHALL APPLY WHETHER THE BASIS FOR CLAIMS, SUIT, DEMAND AND/OR ACTION MAY BE ATTRIBUTABLE IN WHOLE OR IN PART TO THE USER OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, INVITEES, CONTRACTORS OR SUBCONTRACTORS, OR TO ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM.

The User shall maintain or cause to be maintained comprehensive premises liability insurance with respect to the Property. The User shall at all times during the term of this Agreement, provide the Owner with a current certificate of insurance evidencing such comprehensive premises liability insurance, which certificate shall provide that such insurance cannot be canceled or amended without first: giving written notice to the Owner at least thirty (30) days in advance of such cancellation or amendment.

ARTICLE VIII - TERMINATION OF AGREEMENT

1. Events of Default by User: Subject to the notice and right to cure requirements of Paragraph 2 of this Article VIII, Owner, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and the expiration of the right to cure period without a cure and may exercise all rights related to the termination of this Agreement:
 - a. The User access fees outlined in Article IV, or any part thereof, are unpaid for 30 days;
or
 - b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if the User is adjudicated as bankrupt, or User otherwise

assigns or attempts to assign its interest herein without the required prior written consent of Owner; or

- c. If User shall use or permit the use of the User's premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation (including the airport rules and regulations), to which the User has agreed to conform; or
 - d. User fails to meet any term or condition of this agreement; or
 - e. Notwithstanding anything set out above, the Owner may terminate and cancel this Agreement if (i) the existence of this Agreement is or becomes a violation of Aviation Law or disqualifies the Owner from receipt of material grants, funds or benefits from the United States Government or the State of Iowa, and (ii) this Agreement, as an existing agreement for Direct Airport Access or otherwise, is not exempted from the Aviation Law prohibiting such agreements or imposing such disqualification. Provided however, the Owner shall not terminate or cancel this Agreement if the User agrees by a separate written instrument to take such action, or make such modification to this Agreement as shall make this Agreement comply with Aviation Law, or to provide funds or benefits to the Owner equivalent to those lost by the disqualification. Nothing contained in this Agreement shall be construed to require the User to so provide equivalent funds or benefits to the Owner or to make such modification to this Agreement. The User may terminate and cancel this Agreement by giving the Owner written notice of such termination at least ninety (90) days before the proposed termination date.
2. Notice of Default: If the User shall default in the performance of any term of this Agreement and Owner desires to terminate this Agreement, then the Owner shall send to the User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.
- a. If by its nature, a default cannot be cured within such thirty (30) day period, such termination shall not be effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.

ARTICLE VIII – NOTICES

1. Notice/Addresses: All notices, requests, or other communications, required or permitted to be given hereunder shall be in writing and delivered by certified or registered mail, addressed to the appropriate party at its address as follows:

Polk County Aviation Authority
410 West First Street
Ankeny, IA 50021

TJL Investments, L.L.C., an Iowa limited liability company; Brommer Investments, LLC, an Iowa limited liability company; Eric and Carol Ziel, as Trustees of the Eric and

Carol Ziel Joint Revocable Trust dated February 17, 2015; ATI Group, LLC, an Iowa limited liability company; Wave Capital Group, LLC, an Iowa limited liability company; Leo Investments, LLC, an Iowa limited liability company; T.Leo Capital, LLC, an Iowa limited liability company; Shafbo, LLC, an Iowa limited liability company; BS Equity, LLC, an Iowa limited liability company; and Patrick Graham and Jennifer Graham

c/o B.J. Stokesbary

Aircraft Make and Model:

N-Number:

IN WITNESS WHEREOF, the parties have executed these presents by their duly authorized officers.

Polk County Aviation Authority

By: _____
Jeff Wangsness, Chairperson

By: _____
Todd Ashby, Secretary

STATE OF IOWA, COUNTY OF POLK, ss:

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

Notary Public in and for said State of Iowa

TJL Investments, L.L.C., an Iowa limited liability company

Brommer Investments, LLC, an Iowa limited liability company

Eric and Carol Ziel, as Trustees of the Eric and Carol Ziel Joint Revocable Trust dated February 17, 2015

ATI Group, LLC, an Iowa limited liability company

Wave Capital Group, LLC, an Iowa limited liability company

Leo Investments, LLC, an Iowa limited liability company

T.Leo Capital, LLC, an Iowa limited liability company

Shafbo, LLC, an Iowa limited liability company and

BS Equity, LLC, an Iowa limited liability company

Patrick Graham and Jennifer Graham, husband and wife

By: _____

Bradley J. Stokesbary, Authorized Agent

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____ 2022, before me, a Notary Public in and for the said State, personally appeared Bradley J. Stokesbary to me personally known, who, being by me duly sworn, did say that that person is the Authorized Agent of said Tenants in Common and that said instrument was signed on behalf of the Tenants in Common by authority of the Tenants in Common Agreement and said Authorized Agent acknowledged the execution of said instrument to be the voluntary act and deed of said Tenants in Common and by them voluntarily executed.

Notary Public in and for said State of Iowa

Exhibit “A”

Parcel 2018-44 of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa on December 10, 2018, and recorded in Book 17175 Page 842, being a part of the Northwest fractional 1/4 of Section 6, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Ankeny, Polk County, Iowa.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the execution of a 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 Farm Lease

RESOLUTION 2022-13

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
FARM LEASE WITH DENNIS MILLER**

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which Dennis Miller desires to lease 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 7th day of April, 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.**
- a. Landlord. To the best of Landlord's knowledge to date:
 - i. Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal

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

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

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

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

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

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall 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: 3-17-2022.

TENANT:


Dennis Miller

LANDLORD:

Polk County Aviation Authority

Jeff Wangsness, Chairman

ATTEST:

Todd Ashby, Secretary



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the setting of a hearing to amend a land license agreement with Exec 1 Aviation II, LLC. (date of hearing: 5/5/22 @ 5:00 p.m.)

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice
 Resolution
 Amendment
 Exhibit
 Legal Description

NOTICE OF PUBLIC HEARING

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE AND OPPORTUNITY TO BE HEARD ON A PROPOSAL FOR THE POLK COUNTY AVIATION AUTHORITY TO AMEND LAND LICENSE AGREEMENT WITH EXEC 1 AVIATION II, L.L.C.

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the Polk County Aviation Authority will hold a public hearing on the 5th day of May 2022, at 5:00 o'clock p.m. at the City Council Chambers, 1250 SW District Drive, in the City of Ankeny, Iowa, on a proposal for the Polk County Aviation Authority to amend the Amended and Substituted Land License Agreement dated October 10, 2013, with Exec 1 Aviation II, L.L.C., for the purpose of adding property to the terms of the Agreement.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that at the time and place aforesaid all persons will have opportunity to be heard for or against said proposal. Following such hearing, the Polk County Aviation Authority will take action on said proposal without further notice or opportunity for hearing.

DATED this 7th day of April 2022.

Chairperson, Polk County Aviation Authority

ATTEST:

Secretary

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SETTING OF A
HEARING ON A PROPOSAL FOR THE POLK COUNTY
AVIATION AUTHORITY TO AMEND LAND LICENSE
AGREEMENT WITH EXEC 1 AVIATION II, L.L.C.

WHEREAS, the Polk County Aviation Authority and Exec 1 Aviation II, L.L.C. entered into an Amended and Substituted Land License Agreement dated October 10, 2013;

WHEREAS, the Polk County Aviation Authority and Exec 1 Aviation II, L.L.C. desire to amend the Agreement for the purpose of adding real property to the terms of the Agreement; and

WHEREAS, a public hearing is required to amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Polk County Aviation Authority that a public hearing on the proposed First Amendment to Land License Agreement by and between Polk County Aviation Authority and Exec 1 Aviation II, L.L.C. is hereby set for the 5th day of May 2022, at 5:00 o'clock p.m.

BE IT FURTHER RESOLVED, that Notice of said hearing shall be published as required by law.

PASSED AND APPROVED, this 7th day of April 2022.

Chairperson, Polk County Aviation Authority

ATTEST:

Secretary

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
Recorder's Cover Sheet**

Preparer Information:

Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.
Telephone: (515) 274-1450.

Taxpayer Information:

NA

Return Document To:

Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.

Grantors:

Polk County Aviation Authority
City of Ankeny, Iowa

Grantees:

NA

Legal Description:

See Page 2

Document or instrument number if applicable:

Memorandum of Agreement, Book 10243, Page 552-557

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT BETWEEN
CITY OF ANKENY, IOWA
AND
POLK COUNTY AVIATION AUTHORITY**

WHEREAS, the City of Ankeny, Iowa, a municipal corporation (the “City”), and Polk County Aviation Authority, a 28E entity (“PCAA”), entered into a certain Memorandum of Agreement dated the 9th day of October, 2003, and recorded in the Polk County Recorder’s Office the 31st day of October, 2003, in Book 10243, Page 552-557 (the “Agreement”); and

WHEREAS, the City and PCAA find it mutually desirable to remove certain property from the terms of the Agreement, which property is more particularly described as follows (the “Property”):

Parcel 2018-44 of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa on December 10, 2018, and recorded in Book 17175 Page 842, being a part of the Northwest fractional ¼ of Section 6, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Ankeny, Polk County, Iowa.

NOW THEREFORE, the City and PCAA agree that the Property shall be removed from the terms of the Agreement and that the Agreement shall remain in full force and effect in all other respects.

Signature Pages to Follow

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Diane Klemme, Deputy City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Mark E. Holm and Mandy Hanson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

POLK COUNTY AVIATION AUTHORITY

By: _____
Jeffrey Wangsness, Chairperson

ATTEST:

By: _____
Todd Ashby, Secretary

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Jeffrey Wangsness and Todd Ashby, to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Polk County Aviation Authority, and that said instrument was signed on behalf of said entity by authority and resolution of its Board, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said entity by it voluntarily executed.

Notary Public in and for the State of Iowa



Lease Area Description

The North 65 Feet of the following described area: An area approximately 175 feet wide and 139 feet deep area located at the northern terminal of the Ankeny Regional Airport as shown on Exhibit “A” attached hereto and made part hereof.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:

Update PCAA Board on future agenda items related to federal guidelines and how land sale proceeds may be used

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Update PCAA Board on status of Airport Manager recruitment process and anticipated hire date

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

April 7, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Discussion on expenses incurred for Simple Holdings hanger related to electrical infrastructure

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Electric Invoice
 Invoice Detail

Glass & Sons Electric Inc

4605 NW 53rd CT
Des Moines, IA 50310
515-276-0318
info@glassandsonselectric.com

BILL TO

Polk County Aviation
Authority
410 West First St
Ankeny, IA 50021

INVOICE # 110814171**DATE** 03/30/2022**DUE DATE** 04/29/2022**TERMS** Net 30

WORK ORDER #

14128

DESCRIPTION	QTY	RATE	AMOUNT
Equipment Rental	1	1,322.00	1,322.00
Excavation	1	2,100.00	2,100.00
Material	1	1,114.00	1,114.00
Labor	1	4,424.00	4,424.00

To locate conduit to new transformer location,
repair conduit and install pull rope for
MidAmerican

BALANCE DUE

\$8,960.00

Glass & Sons Electric, Inc.

4605 N.W. 53RD COURT
DES MOINES, IOWA 50310
PHONE 515-276-0318

March 31, 2022

Mr. Nick Osborne
City of Ankeny
Ankeny, IA 50021
nosborne@ankenyiowa.gov

Dear Mr. Osborne,

Per MidAmerican specifications (item 11), the conduit that had been previously installed was not inspected by MidAmerican. They required it to be exposed for inspection in regards to material and depth. The conduit was also damaged therefore excavated, repaired and inspected. As there was no pull wire present, per the MidAmerican specifications, we installed a pull wire.

If you have any questions, please feel free to call me at 515.276.0318.

Gerald L Glass
Glass & Sons Electric, Inc.

Attachments: MidAmerican specifications and a drawing



MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

**REFUNDABLE ADVANCE FOR CONSTRUCTION
UNDERGROUND ELECTRIC DISTRIBUTION EXTENSION PROPOSAL
FOR SPECULATIVE USE – WMIS: 2918540**

MidAmerican Energy Company, an Iowa corporation and Austin Builders ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve Sawhill Hanger at 3750 SE Convenience Blvd, Ankeny, IA as shown on the attached drawings.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of \$6,045.83 which is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is required to work during the winter construction season, Applicant agrees to pay an additional sum of \$4.93 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant.
 - b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.
 - c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.



MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

- d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.
 - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above described electric line extension.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
- a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Pursuant to MidAmerican's tariff, the Applicant is required to pay actual permit fees. Permit fees may not be offset by Revenue Credit and are to be paid regardless of whether the applicant is required to pay a Refundable Advance or a Nonrefundable Contribution.
8. Applicant shall be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.



MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

9. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drainpipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
10. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
11. Applicant shall furnish, install, own and maintain all 2-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 18th day of January 2022

MIDAMERICAN ENERGY COMPANY

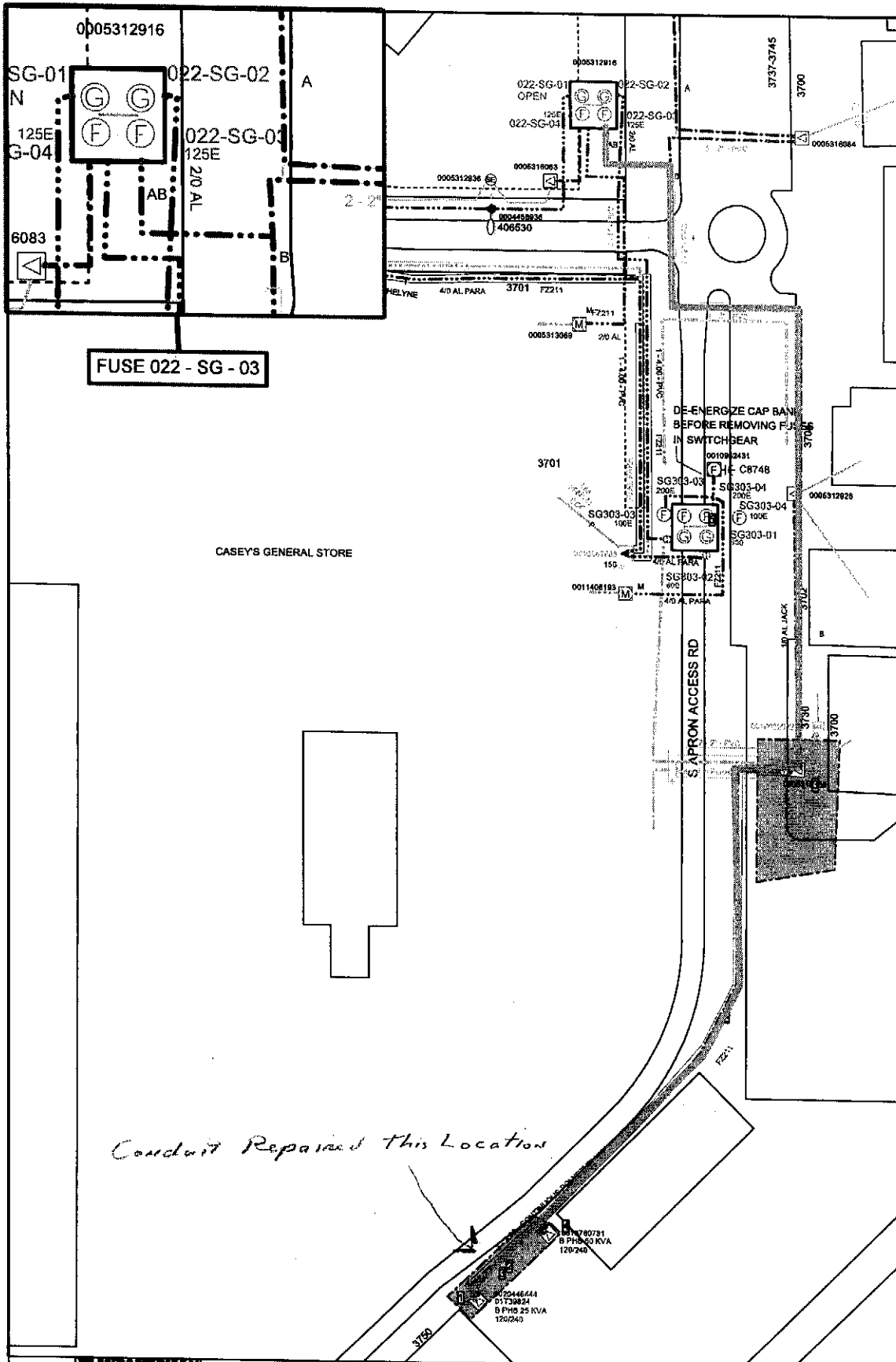
By: _____

Title: _____

APPLICANT:

By: _____

Title: _____



Conduit Repaired this Location

ENERGY COMPANY Cust: WMS Work Request Name Addr: Addr Num WMS Street Name City: City		WMS REV: WMS Job-Rev Date: 00/00/0000 Scale: 1 IN = X FT Designer: WMS Responsible Person	
Crew HQ: HQ Job Desc: WMS Work Request Description		SUFF X = X.XXX.XXX Y = Y.YYY.YYY	
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.			