



Polk County Aviation Authority Meeting

Thursday, February 10, 2022

5:00 PM

1250 SW District Drive, Ankeny, Iowa

INSTRUCTIONS TO JOIN ELECTRONIC MEETING:

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

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

A. ROLL CALL

B. APPROVAL OF AGENDA

1. Approval of the February 10, 2022 Agenda

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

C. PUBLIC FORUM

D. PUBLIC HEARING

1. PH 2022-01 Public Hearing on Exec 1 Aviation II, LLC Land Lease

Action# D1-1. Consider motion to close Public Hearing 2022-01.

E. FBO REPORTS

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

F. FINANCE / BUDGET REPORTS

G. CONSENT AGENDA ITEMS

- CA - 1** Consider motion to approve the January 6, 2021, minutes.
- CA - 2** Consider motion to approve Payment #47 in the amount of \$1,080.00 to McClure Engineering Company for services that include General On-Call Engineering Services.
- CA - 3** Consider motion to approve Payment #4 in the amount of \$6,472.12 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 3.
- CA - 4** Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$36,483.59.
- CA - 5** Consider motion to approve February 2022 Financial Reports

- **APPROVAL OF CONSENT AGENDA ITEMS**

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

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

H. REMOVED CONSENT AGENDA ITEMS

I. NEW BUSINESS

1. Consider motion to adopt **RESOLUTION** approving the lease agreements with the individuals and/or organizations detailed on the attached list.
2. Consider motion to adopt **RESOLUTION** authorizing the execution of a land lease with John G. Jensen Revocable Trust
3. Consider motion to adopt **RESOLUTION** setting Public Hearing on the Polk County Aviation Authority Proposed Fiscal Year 2021-2022 Revised Budget and the Proposed Fiscal Year 2022-2023 Budget. (date of hrg: 3/10/22 @ 5:00 p.m.)
4. Consider motion to adopt **RESOLUTION** authorizing the execution of a public utilities easement with Mid American Energy Company and other utilities, pending legal review
5. Consider motion to approve election of Chairperson, Secretary and Treasurer for terms expiring December 31, 2023.
6. Consider motion to approve the Corvette Club of Iowa Special Events Application for May 28-30, 2022.

J. REPORTS

1. **Engineering Report**
2. **Staff Report**
 - a. Submit 2021 USDA Wildlife Services report

3. **Legal Counsel Report**

4. **Board Report**

5. **Chair Report**

K. ADJOURNMENT



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

 Print

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?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:
PH 2022-01: Public Hearing on Exec 1 Aviation II, LLC Land Lease

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-01.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Exec 1 Aviation Lease
 Floor Plan
 Concept Plan
 Area Sketch

PUBLIC HEARING 2022-01

5:00 P.M.

FEBRUARY 10, 2022

**EXEC 1 AVIATION II, LLC, TO LEASE LAND FOR PURPOSE OF CONSTRUCTING
A HANGAR**

Chairperson Wangsness

“This is the time and place for a public hearing on the matter of approving and authorizing the execution of a Land Lease Agreement with Exec 1 Aviation II, LLC for purposes of construction of a hangar.”

Notice of this hearing was published in the Des Moines Register on January 28, 2022.”

ASK IF THERE IS ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THE PROPOSED EXECUTION OF A LAND LEASE AGREEMENT?

After any comments from the audience, Chairperson states: “We need to take the following actions”

1. Consider **MOTION** to close Public Hearing 2022-01. Further action will be taken at the March 10, 2022 meeting.

HANGAR LAND LEASE AGREEMENT
EXEC 1 AVIATION II, LLC

Article 1
General Agreement

THIS AGREEMENT made and entered into the _____ day of _____ 20____ by and between Polk Authority Aviation Authority, hereinafter referred to as “Authority”, and Exec 1 Aviation II, LLC, hereinafter referred to as “Lessee”.

Witnesseth

WHEREAS, the Authority is the owner and operator of Ankeny Regional Airport, an airport situated in Polk County, Iowa (the "Airport"); and

WHEREAS, Lessee desires to lease from the Authority a parcel of land approximately _____ square feet, hereinafter referred to as the “Leased Premises”, and described as follows:

An area approximately 215 feet wide and 122 feet deep representing the building footprint located at the Ankeny Regional Airport entrance as described on Exhibit “A” attached hereto and made part hereof.

Said parcel to be used for the construction of a hangar facility by Lessee for the following purposes:

1. Inside storage of aircraft owned by Lessee and/or its members, private office, kitchenette, and restrooms.
2. Inside storage of aircraft in which Lessee has an agreement for the storage, with any such sublease agreement for space in said hangar facility subject to the terms and conditions of this Lease Agreement.
3. The storage of related materials, equipment and supplies.

WHEREAS, the Authority deems it advantageous to the operation of its Airport to lease to Lessee the area desired, with the rights and privileges as herein set forth:

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE AUTHORITY AND THE LESSEE THE FOLLOWING:

Article 2

Terms of Lease Agreement

1. Commencement - The term of this Lease Agreement shall commence on the issuance of the Building Permit for the Lessee's hangar or on July 1, 20____; whichever date occurs first. The lease shall be in full force and effect through July 1, 207____.

2. Renewal Option - At the expiration of the term specified in this Lease, contingent upon a renewal being allowed by the then existing FAA regulations and approved by the FAA, Lessee has the option to renew this Lease Agreement for such reasonable renewal term as is agreed to between the Authority and the Lessee. Lessee hereby has right of first refusal on any lease of the subject property at the expiration of the term specified herein.

Article 3

Fees and Rentals

From and after the effective date hereof, Lessee agrees to pay to the Authority for the rights and privileges herein provided, the following rentals and fees:

_____ square feet x \$0._____ cents/square foot
TOTAL: \$_____.00

During the term of this Lease Agreement, including any options, Lessee shall pay to the Authority one quarter (1/4) of the total yearly amount due on January 1, April 1, July 1, and October 1 of each year. No demand for rent or fees need at any time be given, and it shall be the duty of the Lessee to pay all monies when due.

For 20____ and each remaining year or portion thereof during the term of this Agreement or any extension hereof, square footage rentals payable by the Lessee to the Authority as specified herein shall be subject to adjustment by the Authority annually based on the percentage increase or decrease in the Consumer Price Index (All Urban Consumers - All Items) for the United States City Average as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the national replacement or successor index as readjusted to the base month, and computed by comparison of the current June index of the preceding June, which adjustments, when made, shall be effective January 1 of each of the following calendar years.

Article 4

Standards for General Aviation Operators

The provisions set forth in the Hangar Construction Standards shown on Exhibit "B" attached hereto and made part hereof and any Declaration of Covenants and Restrictions for Buildings and Structures at the Ankeny Regional Airport are made a part of this Lease Agreement as are any amendments thereto made from time to time. If this Lease Agreement, the Hangar

Construction Standards or the Declaration of Covenants and Restrictions are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, the Hangar Construction Standards shall control. In addition, the provisions set forth in Section 1 of the Minimum Requirements for Airport Aeronautical Services at Ankeny Regional Airport are made a part of this Lease Agreement as are any amendments thereto made from time to time. If this Lease Agreement and the provisions of Section 1 of the Minimum Requirements are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, Section 1 of the Minimum Requirements shall control.

Article 5

Rights and Privileges of Lessee

Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights during the term of this Lease Agreement:

1. Storage - Lessee has the right to store aircraft on Lessee's Leased Premises; however, Lessee shall not engage in any other business or operation which would be in competition with the services offered by a fixed base operator as defined in the Minimum Requirements for Airport Aeronautical Services at Ankeny Regional Airport including, but not limited to the sale of fuel, repair of aircraft owned by others, aircraft charter, and flight school/instruction activities. Violation of this paragraph shall be considered a material breach of this Lease Agreement authorizing the termination thereof at the election of the Authority. This section would not apply to the current lessee who is acting as the fixed base operator, but this clause is deemed to run with the leased property and would apply in the future if a change in fixed base operator were to occur.

2. Aeronautical Facility Use - Lessee shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport as they may exist or be modified, augmented, or deleted from time to time. These facilities shall include, but not be restricted to the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Nothing herein shall prohibit the Authority from modifying, augmenting, or deleting any such items.

3. Ingress and Egress - Subject to rules and regulations governing the use of the Airport as may be established by the Airport Manager, the Lessee, its employees, suppliers of materials, furnishers of service, subleases, business visitors, and invites shall have the right of ingress and egress to and from the Premises leased exclusively to Lessee.

4. Quiet Enjoyment - The Authority covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Agreement. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events shall not constitute a breach of quiet enjoyment of the Leased Premises.

Article 6

Rights and Privileges of Authority

The Authority, in addition to any rights herein retained by it, reserves the following privileges:

1. Authority Representative - The Assistant City Manager of the City of Ankeny, Iowa is hereby designed as the official representative for the enforcement of all provisions in this Lease Agreement with full power to represent the Authority in dealings with Lessee in connection with the rights and obligations herein provided, and in all actions relating to policy determination, modification of this Agreement, subsequent permissive authorization under this Agreement, termination of this Agreement, and any similar matters affecting the terms of this Lease Agreement.

2. Airport Development - The Authority reserves the right, but shall not be obligated to Lessee, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. If the development of the Airport requires the relocation of Lessee, the Authority agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee, or to purchase from Lessee its building(s) and/or structures at the fair market value.

3. Aerial Approaches - The Authority reserves the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Lessee or sub-lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the Authority would limit the usefulness of the Airport or constitute a hazard to aircraft.

4. War, National Emergency, Riot, or Natural Disaster - During time of war, national emergency, riot or natural disaster, the Authority shall have the right to lease the entire Airport or any part thereof to the United States or State of Iowa for military or National Guard use and, in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.

5. Access to Leased Premises - To the extent necessary to protect the rights and interests of the Authority, or to investigate compliance with the terms of this Agreement, the Airport Manager or his designee shall at any and all times have the right to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon.

6. Government Use of Airport - This Agreement shall be subordinate to the provisions existing or future agreement between the Authority and the United States Government to the operation or maintenance of the Airport, the execution of which has been, or may be

required as a condition precedent to the expenditure of federal funds for the development of the Airport.

7. Unrestricted Right of Flight - There is hereby reserved to the Authority, its successors and assigns, for the use and benefit of the public, unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

Article 7 Obligations of Lessee

Except as otherwise specifically provided herein, Lessee, during the term of this Agreement shall have the following obligations:

1. Condition of Premises - Lessee accepts the Leased Premises in its present condition and, without expense to the Authority, will maintain any installations thereon.

2. Construction - Lessee shall have all construction plans, including site preparation approved by the Authority prior to any construction occurring on the Leased Premises, such approval not to be unreasonably withheld. Construction must begin within twelve (12) months from the execution of this Agreement and must be completed within nine (9) months from the time construction begins. Construction scheduling and operations shall be coordinated with, and approved by the Airport Manager before construction shall begin, such approval not to be unreasonably withheld. Lessee understands that restoration of any and all portions of the Airport which are disturbed by Lessee or its contractors during construction shall be at Lessee's sole expense to the same condition as before construction began. Failure to make any restorations as identified herein shall be considered a material breach of this Agreement.

3. Maintenance, Exterior Storage, and Housekeeping – Lessee shall at its expense, keep, maintain and repair the Leased Premises, any improvements thereto, all equipment and buildings in a presentable and operable condition consistent with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity, including but not limited to: roof, exterior painting, all personal doors, paved areas, and grass areas within lease lines.

Lessee further agrees that there will be no outside storage of equipment, materials, supplies or damaged or partially dismantled aircraft on the Leased Premises, and will cause to be removed at Lessee's expense all trash, garbage, oil, etc., and agrees not to deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.

In the event Lessee does not keep the Leased Premises in a presentable condition, the Authority has the right to issue a written notice to remedy the condition forthwith. Should Lessee fail to perform satisfactory within twenty (20) days of such notification, or show cause for extension of said time period, the Authority shall have the right to perform, or have performed by

an outside contractor the necessary work without liability, and Lessee agrees to pay the Authority one hundred twenty five percent (125%) of such expenses within fifteen (15) days upon invoice receipt.

In the event of fire of any other casualty to structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, the Authority may grant an extension of time if it appears such extension is warranted.

4. Additions or Alterations - Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the hangar facility unless approved in advance in writing by the Airport Manager.

5. Signage and Illumination - Lessee shall not paint upon, attach, exhibit or display in and about said Leased Premises any sign without the written consent of the Airport Manager first obtained regarding the nature and construction of said sign, provided always that the Lessee may erect across the front of the building an appropriate sign containing the name of the Lessee with Airport Manager approval within 15 days, said approval not to be unreasonably withheld.

6. Utilities - Lessee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make changes upon the Leased Premises, or within the structures covered by this Lease Agreement, such as wiring, plumbing, or similar installations, as a condition of the continuance of utility services, and Lessee desires to continue such services, Lessee will promptly make such changes and installations, as its expense, as directed and required by the utility organizations. It is further agreed that the Authority shall have the right, without cost to Lessee, to install and maintain in, on or across the demised Premises, sewer, water, gas, electric, and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of the Authority; provided, however, that the Authority shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises.

7. Discrimination - Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (a) no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land and the furnishings of services, thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

8. Assignment - The Authority will cooperate with Lessee and hereby permits Lessee to encumber and grant a security interest in any property or property rights, real or personal, it may have in the Leased Premises or property located thereon.

9. Costs of Enforcement - Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the Authority in enforcing the covenants and agreements of this Lease Agreement.

10. Taxes, Licenses and Permits - Lessee shall obtain and keep current all municipal, County, State and Federal licenses and permits that may be required in its operation. Also, the Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency

11. Liens - Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premised. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the Authority harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

12. Parking - Lessee agrees to prohibit vehicle parking on the Airport premises other than those vehicles specifically associated with the use of the Leased Premises, and no other. Lessee, its employees, sub-lessees, guests and invites shall park only in Lessee's Hangar, or other publicly designated parking areas. Lessee, its agents or guests are expressly prohibited from operating any vehicle on any area of the Airport designated as a "movement area". Lessee shall at all times comply with posted signs regulating the movement of vehicles.

13. Laws, Ordinances, Rules and Regulations - Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the Airport Manager. The rules and regulations shall not be unreasonable or inconsistent with safety/security of any Federal agency having jurisdiction with respect thereto. Lessee shall also comply with, at its own cost and expense, all applicable Federal, State and local laws and ordinances. Any violation of this paragraph shall be construed as a material breach of this Lease Agreement authorizing the termination thereof at the election of the Authority, unless Lessee, upon receipt of written notice, within thirty (30) days completes remedial measures acceptable to the Airport Manager.

14. Storage of Flammable Fluids - Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to the Airport Fuel Farm or to such area as designated by the Airport Manager. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker labeled "FLAMMABLE". The Airport Manager may, in his discretion, prohibit or impose restrictions on the storage of said material if,

in the Manager's opinion, the storage is determined a safety hazard. Lessee agrees that the disposing of any hazardous chemicals or fluids on the Airport premises is prohibited and is considered a material breach of this Agreement.

15. Snow Plowing - The Authority shall provide snow removal on all airplane movement areas consistent with priorities established by its Airport Manager. Lessee agrees to be responsible for the removal of snow in all other areas within or serving the Lease Premises.

Article 8 Insurance

Lessee shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts and coverages as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Iowa satisfactory to the Authority. The Authority, its boards, commissions, agencies, appointed and elected officials, employees, and representatives shall be named as additional insureds. Certificates of Insurance evidencing the required insurance shall be filed with the Authority's Airport Manager and upon request certified copies of the required insurance policies shall also be filed. The Certificates of Insurance and all such policies shall contain a provision that coverages will not be cancelled or non-renewed during the term of this Agreement unless thirty (30) days advance notice in writing has been given to the Authority in the manner specified in this Agreement.

1. Commercial General Liability: Coverage must include premises and operations.
Limits: Bodily injury and property damage combined single limited - \$1,000,000 each occurrence.
2. Aircraft Liability: For the value of all owned aircraft which are operated at the Ankeny Regional Airport.
3. Bodily injury and property damage: A combined single limited for each occurrence of \$1,000,000.
4. Property Insurance: For all property owned or leased by the Authority.
Limits: Lessee shall carry sufficient all-risk property insurance on both owned and leased equipment, including aircraft, at the Airport.

It is expressly understood that the Authority has no responsibility for Lessee's owned or leased equipment.

The Authority may elect, at its option, to terminate this Agreement upon the cancellation or other termination of any insurance policy issued in compliance with this Article, unless another policy has been filed and approved pursuant to this Article and shall have been in effect at the time of such cancellation or termination.

The cancellation or other termination of any insurance policy issued in compliance with this Article shall automatically terminate this Agreement, unless another policy has been filed and approved pursuant to this Article and shall be in effect at the time of such cancellation or termination.

Article 9

Indemnification and Hold Harmless

Lessee shall indemnify, defend and hold harmless Authority and all of its members, employees, officers and agents from and against all claims, liabilities, judgments, damages, losses and costs, including attorney fees, and all expenses which result from the investigation and defense thereof, which arise from or are related to death, damages (including loss of use) or injuries to third persons or their property and their members, employees, officers and agents, which are occasioned in whole or part by any act or omission of the Lessee in its use and occupancy of the Leased Premises and in the conduct of any and all operations permitted or required by this Agreement. The parties will give each other prompt and reasonable notice of any claim made or actions instituted which in any way directly or indirectly affects or may affect each other or Lessee's insured, and each party shall have the right to investigate, compromise, and defend the same to the extent of its own interests. The Authority shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the Authority's selection without relieving Lessee of any obligations hereunder. Any final judgment rendered against the Authority for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to Liability and amount. Lessee's obligations herein shall survive any termination of this Agreement or Lessee's activities on the Airport.

The Authority shall have no liability to the Lessee or any sub-lessee of said Lease for damage to Lessee's or sub-lessee's property of whatever nature on the premise of the Airport caused by fire, windstorm, explosion, or for any other reason, including theft. Lessee further agrees to accept full responsibility for the acts and omissions of its own sub-lessees

Article 10

Cancellation by Authority

The Authority may cancel this Lease Agreement upon or after any one of the following events.

1. The filing by Lessee of a voluntary petition in bankruptcy
2. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as bankrupt pursuant to such proceedings.
3. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.

4. The filing of any lien against the Premises resulting from any act or omission or Lessee which is not discharged or contested in good faith as determined by the Authority by proper legal proceedings within fifteen (15) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien.

5. The appointment of a receiver of Lessee's assets, or any general assignment for the benefit to Lessee's creditors.

6. The transfer of Lessee's interest herein by other operation of law.

7. The default by Lessee in the performance of any agreement required herein, and Lessee's failure to commence and diligently continue to correct such default within thirty (30) days of written notice, unless a short time is specified in this Lease Agreement.

8. The lawful assumption by the United States Government, or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Lessee, for a period of at least sixty (60) days, from its Airport operation.

9. Lessee become in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of thirty (30) days after the time such payments become due.

10. The nonpayment of any real estate and/or personal property taxes levied by the County against Lessee's property after such taxes become due.

11. Lessee falsifies any of its records or figures so as to deprive the Authority of any of its rights under the terms of this Agreement.

12. Lessee abandons the hangar or vacates said Premises before the expiration of said term, unless the Airport Manager gives Lessee expressed, written permission. Abandonment, for this Agreement, shall be defined as the non-use of the Leased Premises from its specified purpose during a consecutive ninety (90) day time period.

13. The default of any agreement indicated herein as a material breach.

14. Polk County Aviation Authority decides not to operate the facilities as an airport.

In the event of any such termination as above enumerated, the Authority shall have the right at once and without further notice to the Lessee to enter and take full possession of the Leased Premises occupied by the Lessee under this Agreement.

Failure of the Authority to declare this Lease Agreement terminated upon the default of Lessee for any of the reasons set out above shall not operate to bar or destroy the right of the Authority to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental or fees by the Authority for any period after a

default of any of the terms, covenants or conditions by Lessee shall not be deemed a waiver of any right on the part of the Authority to cancel this Lease Agreement.

Article 11

Cancellation by Lessee

Lessee may cancel this Agreement at any time that it is not in default in its obligations by giving the Airport Manager thirty (30) days written notice to be served as hereinafter provided after the happening of any of the following events, if such event materially impairs the conduct of its normal business on the Airport:

1. The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the remaining in force of such injunction for a period of sixty (60) consecutive days, such injunction not being the result of any fault of Lessee;
2. The inability of Lessee to use, for a period of six (6) consecutive months, the Airport or any substantial part of it due to enactment or enforcement of any law or regulation, or because of fire, earthquake or similar casualty or Acts of God or the public enemy;
3. The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least ninety (90) days; or
4. The material breach by the Authority of any of the terms, covenants, and conditions of the Agreement and the failure of the Authority to remedy such breach for a period of ninety (90) days after receipt of written notice from the Lessee of the existence of such breach.

Failure of Lessee to declare this Agreement terminated upon the default of the Authority for any of the reasons set out above shall not operate to bar or destroy the right of Lessee to cancel this Agreement by reason of any subsequent violation of the terms of this Lease Agreement.

Article 12

Waiver of Subrogation

The Authority and Lessee hereby release each other from any and all responsibility to the other for any loss of damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance, even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible. The Authority and the Lessee agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, or to the extent a right of subrogation exists independent of such policy, each will indemnify and hold the other harmless for any loss, claim or expense suffered as the result of any action taken pursuant to the right of subrogation. To the greatest extent possible, the Authority

and the Lessee will, in furtherance of the intent of this provision, make every effort to obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance.

Article 13
No Waiver of Default

No action whatsoever, except an express written waiver, shall be construed to be or act as a waiver by the Authority of Lessee of any fault by the other in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by it. No express written waiver of any subsequent default by the other in the performance of any of the terms, covenants and agreements hereof to be performed, kept, and observed by it.

Article 14
Remedies are Cumulative

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article 15
Laws of Iowa Shall Govern

This Lease Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Iowa.

Article 16
Counterparts

This Lease Agreement has been executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

Article 17
Severability

In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the invalidity of any such provision does not materially prejudice either the Authority or Lessee in their respective rights and obligations contained in the valid provisions of this Lease Agreement.

Article 18
Independence of Contract

It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between

the parties hereto or as constituting the Lessee as the agent or representative or employee of the Authority for any purpose or in any manner whatsoever.

Article 19

Rights Upon Termination

Upon expiration of this Agreement, Lessee shall have the first right of refusal to execute a new land lease agreement with terms and conditions in accordance with the then existing FAA regulations and approved by the FAA.

Upon expiration of this Agreement and Lessee's desire not to enter into a new agreement at the then current terms and conditions, or upon sooner termination of this Agreement as stipulated, the Authority shall have the option of exercising the following termination actions at the Authority's sole discretion:

1. Order Lessee to, within one hundred twenty (120) days after Agreement expiration, remove all structures located on the Leased Premises and restore the site to its original condition.
2. The Authority shall take title to all structures located on the premises if not removed by the Lessee within one hundred twenty (120) days of termination of this Agreement.

Article 20

Misrepresentation

All terms and conditions with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of the Authority or Lessee has made any representation or promise with respect to this Agreement not expressly contained herein.

Article 21

Successors and Assigns Bound

All of the provisions, covenants, and stipulations in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.

Article 22

Holdover Possession of Premises by Lessee

In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Authority or Lessee, upon notice as required to end month to month tenancies.

Article 23
Paragraph Headings

All paragraph and subparagraph headings contained in this Lease Agreement are for the in reference only, and are not intended to define or limit the scope of any provision.

Article 24
Notices

Notices to the Authority or Lessee provided for herein shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

Authority:

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

Lessee:

Exec 1 Aviation II, LLC
3700 SE convenience Blvd.
Ankeny, Iowa 50021

or to such other addresses as the parties may designate to each other in writing from time to time, and such notices shall be deemed to have been given when so sent.

All payments shall be made payable to the Ankeny Regional Airport and sent to the attention of the Airport Manager at the Authority's address stated above.

Article 25
Exhibits

- A. Leased Premises Legal Description
- B. Hangar Construction Standards
- C. Utility Connection Details

Article 26
Closing and Signature

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

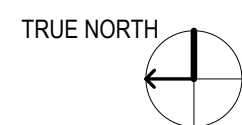
Authority:
Polk County Aviation Authority

Lessee:
Exec 1 Aviation II LLC

By: _____
Title: _____

By: _____
Title: _____

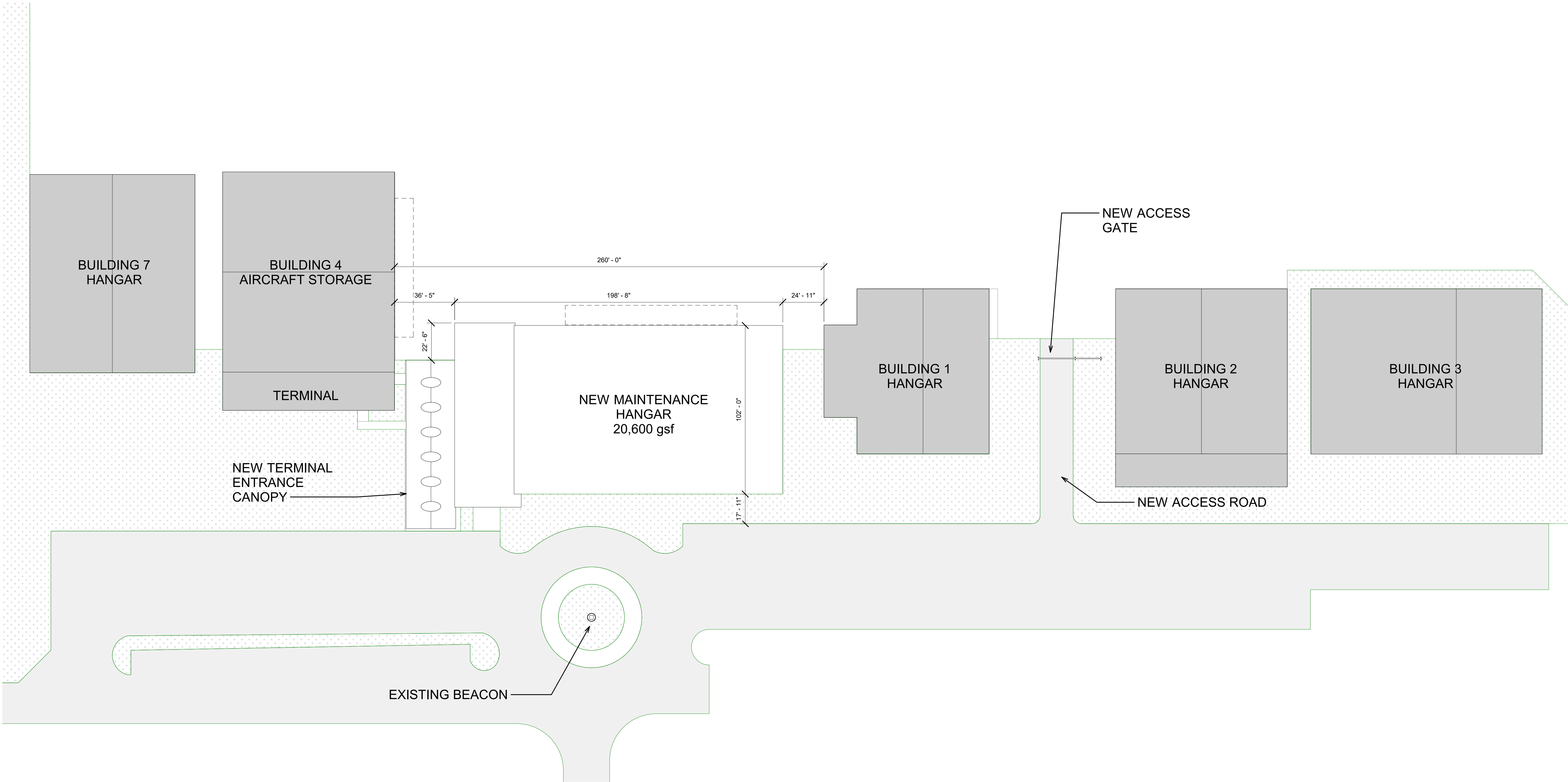
**EXHIBIT A to the Hangar Land Lease Agreement
Exec 1 Aviation II LLC**



REVISIONS		REVISIONS			DESIGNED <u>Designer</u> DRAWN <u>Author</u> CHECKED <u>Checker</u> APPROVED <u>Approver</u>	ANKENY REGIONAL AIRPORT		Plot Date: 09/03/21	
						TITLE NEW HANGAR FACILITY FOR EXEC 1 AVIATION		Dwg. No. A101	
		SCALE (S) 1/8" = 1'-0"		STATUS					

FILE: C:\rv\2020\Ankeny_dave.sheppard\QWY\DE.rvt

SHEET No. A100



REVISIONS		REVISIONS	

015'30'60'

SCALE: 1"=30'

SCALE (S)

1" = 30'-0"

STATUS



DESIGNED	Designer
DRAWN	Author
CHECKED	Checker
APPROVED	Approver

ANKENY REGIONAL AIRPORT

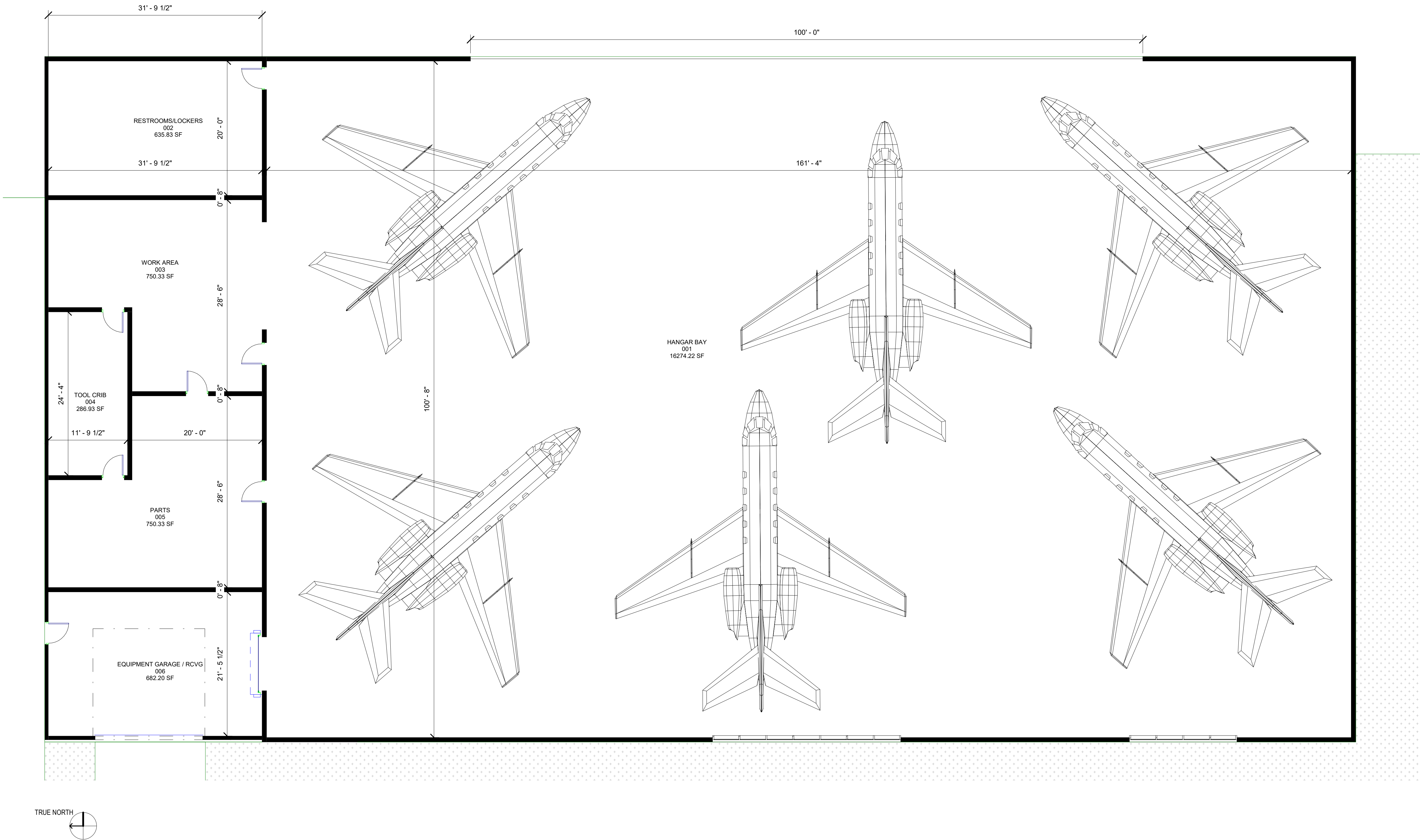
TITLE

NEW HANGAR FACILITY FOR
EXEC 1 AVIATION
SITE PLAN

Plot Date: 09/07/21	
Dwg. No. A100	Sheet No.

FILE: C:\rv\2020\Ankeny_dave.sheppard\QWYDB.rvt

SHEET No. A101



REVISIONS		REVISIONS	

048

4

8

16

SCALE (S)
1/8" = 1'-0"

STATUS

HR

DESIGNED Designer

DRAWN Author

CHECKED Checker

APPROVED Approver

ANKENY REGIONAL AIRPORT

TITLE
NEW HANGAR FACILITY FOR
EXEC 1 AVIATION
FLOOR PLAN

Plot Date: 09/03/21

Dwg. No.
A101

Sheet No.



0 30' 60'



LAND LEASE AREA

EXEC1 AVIATION HANGAR
ANKENY REGIONAL AIRPORT
ANKENY, IOWA

DATE

14 DEC 2021

EXHIBIT NO.

EXHIBIT 1



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [FBO Report](#)

 [Waiting List](#)

FBO REPORT February 10th, 2022

FUEL SALES –

12/26 - 01/25	2022 Gallons		2021 Gallons	Last Month
100LL	3,677.4		2,643.4	7,926.5
JET-A	36,574.0		19,651	35,317
Total Gallons	40,251.4		22,294.4	43,243.5
40,251.4	x \$.09/gallon=		\$ 3,622.63	

T-HANGARS –

ACCOUNTS RECIEVABLE: None

LEASES: 2022 Leases – All have been returned.

INSURANCE RENEWALS: In Process

WAITING LIST: See attached list.

VIOLATIONS: Paul Reinke has started clearing out hangar E-4, he plans to move his Mooney from C-10 into E-04 so C-10 will be available. He will be out of C-10 on January 31st, 2022.

REPAIRS: F3 needs a new electrical outlet (Dave K replaced it).

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.

Runway 04/22 looks great with all the lights except one working. There are numerous taxiway lights that are not working, we will look at these when we have warmer weather.

Baker electric is coming out to look at the ramp lighting, there have been issues with it for a couple of years now. I'll be working with Baker to get these issues resolved.

MOWING: Done for the season.

SNOW REMOVAL: The Snow Killer 3000 has a mechanical issue and is at MacQueen getting serviced. We were able to use it at the beginning of the last big snow event and it worked really well. Elder was did a good job at getting the airport cleared and usable.

MISC: None.

SPECIAL: As reported last month there are a couple of valves on the AVGAS side of the fuel farm that were leaking, Seneca has been out and fixed them.

Self-serve fuel system: Seneca has installed the new solenoid valve that is thought to be the cause of the issues. We've had enough transactions through it that I believe it may be fixed. We will closely monitor it for the next month.

Fuel Farm: Last month I reported that I had requested a salesman and field engineer come out from Seneca and give us a quote on replumbing the farm, they will also look at the 12,000 gallon tanks to see how much life they have left in them. I'm still working on getting someone to come out, their schedules have been very busy.

JET Farm: The housing that the meter sits upon has multiple hairline cracks in it and is leaking constantly due to pressure in the system. We are using a bucket to catch the fuel and then properly disposing of it, it seems that we are losing 2 – 3 gallons per day. Seneca has been out and looked at it, they say the part needed to fix it is 4 months to a year out to get so they are working on an alternative solution.

Main Hangar East I Beam: The deformation at the top of the beam is getting much worse, a gentleman from Jensen Builders was out on 01/24 to look at it. He said that they would most likely do the same repair as they did on the West I Beam (internal reinforcement after straightening it out). We are now limiting how high we raise the door to slow the additional damage to the beam.

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)

29 people do not have a plane to put in a hangar or now live out of state.

Pos	Date Added	Name	Plane?	Phone	E-Mail	Notes
T HANGAR						
1	9/26/2018	Don David	Bonanza A36	515-208-9268		11/5/21 Dave K spoke with Don, he wants to remain on the list.
2	10/1/2018	Markus Kelly	Looking	515-419-0099		11/3/21 Dave K - Called Markus; 515-499-6518 has been disconnected. Sent e-mail to office@flykds.com asking him to get ahold of me. 11/4/21 Dave k texted with (I got the number from Frici) asking if has a number (he did). 11/4/21 Markus texted back and said he doesn't have a plabne for this hangar but would buy one once the hangar opens up.
3	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 update his phone number to his cell.
4	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 test asking about his interest. 11/5/21 texted back to stay on list.
5	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.
6	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.
7	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.
8	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.
9	8/28/2019	Dan Stull	Looking	515-447-2339	Dan@Stullcompanies.com	
10	6/7/2017	Mike Hubbel	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.
11	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.
12	10/31/2019	Mike Callison		515-505-9111	MLCallison8@gmail.com	11/5/21 Dave K - Called Mike, he want to stay on the list.
13	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.
14	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.
15	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.
16	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.
17	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.
18	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.
19	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.
20	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.
21	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 asdksd be moved to bottom of the list.

22	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.
23	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 hangars however he also has an RV7 that will fit. He'd like to remain on the list.
24	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.
25	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.
26	4/8/2016	Tom Kielty	Cessna 150	515-480-0313	tkielty73@gmail.com,wkielty@cloud	11/5/21 Dave K - texted asking if he is still interested. 11/5/21 Dave K texted back to keep him on the list.
27	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.
28	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.
29	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 xcountry travel.
30	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.
31	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.
32	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.
33	10/12/2020	Garfield Humphreys	Lance	262-448-6711	garfield.humphreys@gmail.com	11/5/21 Dave K texted and he'd like to stay on the list.
34	11/2/2017	Andy Rowland	Cessna	515-210-2452	Andy@ARowland.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He wants to remain on the list.
35	11/5/2020	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.
36	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.
37	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.
38	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.
39	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.
40	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.
41	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.
42	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.
43	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.
44	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.
45	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.
46	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
47	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.
48	8/31/2021	Sam Marcsisak	looking	515-208-7946	Sam@midiowaelectric.com	11/5/21 Dave K - emailed asking if he is still interested. 11/08/21 emailed back asking t stay on list.

1/31/2022

49	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.
50	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.
51	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.
52	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.
53	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.
54	9/3/2015	Kurt Wendl	Looking or building	515-883-0566	kurtwendl@gmail.com	11/2/21 Dave K texted with Kurt, he will be moving back to DSM in 3 - 4 years asdked be moved to bottom of the list.
55	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.
56	11/29/2021	Nile Ackerman		515-480-8075	nile.ackerman@gmail.com	11/29/21 Dave K - Request received.
57	12/1/2021	John Roan	Champ	515-240-9495	johnroan01@gmail.com	12/01/21 Dave K - Request received.
58	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.
59	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.
60	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.
61	1/28/2022	Paul Reinke	RANS S21	515-201-4762	preinke@energycontroltechnologies.com	01/28/22 - Dave K - Paul e-mailed asking to be put on the list.

SOUTH HANGAR

1	2/15/2016	Paul Reinke	C10 / E4			
2	12/27/2016	Dave Kalwishky	F7 - C182			
3	1/30/2017	Tony Palmer	A9 - C182			
4	3/1/2019	Bill Sevenbergen	G4 - PA28-235			
5	6/25/2019	Byron Rees	D7 - CH701			
6	2/17/2020	Jeff Brandt	D8 - C172			
7	6/25/2018	Dave Schuler	A10 - RV14			
8	9/27/2017	Scott Wallace	A6 - C150			
9	11/11/2020	Ken Ashley	E8 - RV7	515-782-2803	malibuf16@gmail.com	
10	1/27/2022	Scott Biller	E6 - Dakota	515-240-0858	Scott.Biller1@gmail.com	

GARAGE SPACE

1	10/24/2018	Todd Slezak		319-210-3793	toddslezak@aol.com	
2	8/12/2019	Bob Folkestad		515-645-5902	bobf@creativewerksinc.com	
3	8/18/2019	Dan Stull		515-447-2339	Dan@Stullcompanies.com	
4	10/28/2020	Marc Broer				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	

1/31/2022

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	

COMMUNITY HANGAR						
1	9/8/2021	Darrel Mullins	Saratoga	515-490-6779	darrelmullins@me.com	
2	11/8/2021	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	
3	11/29/2021	Nile Ackerman		515-480-8075	nile.ackerman@gmail.com	11/29/21 - Request received.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 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 the January 6, 2021, minutes.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Minutes

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

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

Perfecting and Approval of the Agenda without amendment

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

FBO Report

Dave Kalwishky reported updates on the airfield lighting and stated he is working with the electrical contractor on addressing those issues. He also reported that they used the Snow Killer 3000 to clear the main runway after the snow event on 12/29/21 and that it worked very well. He stated that Gate 3, the T Hangar gate and south construction gates are not working and that Controlled Access has been called. He is also waiting on Seneca to install a new solenoid valve on the self-serve fuel system. It should be installed by mid-January.

Finance / Budget Report

Novak reported on the 1/6/22 listing of bills. Jennifer Sease reported on the FY 2021 Annual Financial Audit Report.

Consent Agenda Items

1. Approval of December 9, 2021, minutes.
2. Payment #46 to McClure Engineering Company for services that include General On-Call Engineering Services in the amount of \$795.38.
3. Payment #3 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 3 – Construction Admin. in the amount of \$7,060.00.
4. Approval of Bills and Transfer of Necessary Funds, \$27,669.99.
5. Approval of January 2022 Financial Reports
6. Motion to receive and file the FY 2021 Annual Financial Audit Report.
7. Motion to approve ATI Group petition to rezone property.

Approval of Consent Agenda Items

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

New Business

- A. **Motion to approve termination of Farm Lease with Bob Barnes/I-80 Farms.** Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner.

- B. **Resolution 2022-01** authorizing the execution of a land lease with Johnson Bros of Ankeny LTD. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Johnson.
- C. **Resolution 2022-02** approving the lease agreements with the individuals and/or organizations detailed on the attached list. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Johnson.
- D. **Resolution 2022-03** authorizing the setting of a hearing on a proposal by Exec 1 Aviation II, LLC to lease certain public property for construction of a hangar. (date of hrg: 2/10/22 @ 5:00 p.m.) Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner.

Reports

- A. Engineering Report – Pudenz gave an update on the Runway 18/36 electrical issues. Van Maanen Electric has ordered the materials needed and estimate five weeks for completion.
- A. Staff Report – Osborne reported that he was contacted by the FAA regarding infrastructure bill money that the airport is eligible for. He has sent further inquiries asking for guidance and will report back at a later date. Osborne introduced Jerry Searle with HDR. Searle presented on the Forecast of Aeronautical Activity which he will be submitting to the FAA.
- C. Legal Counsel Report - None
- D. Board Report – None
- B. Chair Report – None

Adjournment

The meeting was adjourned at 5:40 p.m.

Attest: _____
Diane Klemme, Recording Secretary

Signed: _____
Todd Ashby, Acting Chairperson

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



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

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?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #47 in the amount of \$1,080.00 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 General On Call



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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

Date of Board Meeting 10-Feb-22 **PAYMENT REQUEST #** 47
PAYMENT PERIOD: From: 11/28/21 through: 12/18/21

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: \$145,081.50
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 146,956.88
Less previous applications for payment: \$ 145,876.88
SUBTOTAL \$ 1,080.00

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

CURRENT PAYMENT DUE \$ 1,080.00

Balance to finish, including retainage: -

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

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

Engineer/Consultant Approval: McClure Engineering Company
Signature: [Signature] Date: 1/14/2022

PCAA Approval:
Signature: _____ Date: _____

City of Ankeny Staff Approval:
Signature: [Signature] Date: 1/18/22

Work completed:

- Coordination with Electrical Contractor on lighting issues and schedule review of needed repairs
- Coordination with hangar contractor on hangar door repairs/improvements

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

Date Printed: 1/13/2022



1360 NW 121st Street
Clive, IA 50325

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

December 21, 2021
Project No: 0020517008-000
Invoice No: 47
Due Date: January 20, 2022

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

Professional Services from November 28, 2021 to December 18, 2021

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Project Manager II	6.00	180.00	1,080.00	
Totals	6.00		1,080.00	
Total Labor				1,080.00
		Total this Phase		\$1,080.00
		Total Due this Invoice		\$1,080.00

Outstanding Invoices

Number	Date	Balance
46	11/30/2021	795.38
Total		795.38



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

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?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

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ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$6,472.12 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 McClure Payment 4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Ankeny Airport - Taxiway D Apron and Access Roadway Paving – Phase 3 -
Project Title: Construction Admin
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 #: 201937-020 **PO #** N/A
Original Contract Date: September 9, 2021 **Vendor #** N/A

Date of Board Meeting 10-Feb-22 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 11/28/21 through: 12/18/21

Contract Summary

Original Contract Amount: \$ 48,450.00
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 48,450.00

Total completed and stored to date: \$ 47,920.00
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 47,920.00
Less previous applications for payment: \$ 41,447.88
SUBTOTAL \$ 6,472.12

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

CURRENT PAYMENT DUE \$ 6,472.12

Balance to finish, including retainage: \$ 530.00

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

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

Engineer/Consultant Approval: McClure
Firm Name
Signature: [Signature] Date: 1/14/2022

PCAA Approval:
Signature: _____ Date: _____

City of Ankeny Staff Approval:
Signature: [Signature] Date: 1/18/22

Work Completed: See attached Progress Report.

Submit to: Nick Osborne, cc: Alexia Grgurich
Email: nosborne@ankenyiowa.gov; AGrgurich@Ankenyiowa.gov Phone: 515-965-6420 Fax: 515-965-6416

Date Printed: 1/13/2022



1360 NW 121st Street
Clive, IA 50325

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

December 21, 2021
Project No: 0000201937-020
Invoice No: 4
Due Date: January 20, 2022

Project 0000201937-020 Ankeny Airport - TWY D Apron and Access Road (Phase 3) - CA

Professional Services from November 28, 2021 to December 18, 2021

Phase 600 Construction Administration

	Hours	Rate	Amount	
Project Manager II	6.50	220.00	1,430.00	
Totals	6.50		1,430.00	
Total Labor				1,430.00

Mileage 21.69

	Current	Prior	To-Date	
Total Billings	1,451.69	10,397.50	11,849.19	
Contract Limit (not-to-exceed)			11,780.00	
Amount Adjusted this Period				-69.19
Total this Phase				\$1,382.50

Phase 650 Resident Project Representative

	Hours	Rate	Amount	
Project Manager I	4.50	180.00	810.00	
Project Manager II	4.00	220.00	880.00	
Totals	8.50		1,690.00	
Total Labor				1,690.00

Mileage 21.69

	Current	Prior	To-Date	
Total Billings	1,711.69	24,212.88	25,924.57	
Contract Limit (not-to-exceed)			25,900.00	
Amount Adjusted this Period				-24.57
Total this Phase				\$1,687.12

Phase 760 Construction Staking

	Hours	Rate	Amount
Project Manager I	2.00	180.00	360.00

Project	0000201937-020	Ankeny Airport - TWY D Apron and Access	Invoice	4
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Crew Chief	1.00	120.00	120.00	
Project Manager II	2.00	220.00	440.00	
Totals	5.00		920.00	
Total Labor				920.00

Mileage (.58/.50 p/mile)				
Mileage (.70/0.50 p/mile)				4.30

	Current	Prior	To-Date	
Total Billings	924.30	3,500.00	4,424.30	
Contract Limit (not-to-exceed)			4,420.00	
Amount Adjusted this Period				-4.30
		Total this Phase		\$920.00

Phase	800	Project Closeout
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	Hours	Rate	Amount	
Project Manager I	2.00	180.00	360.00	
Engineering Technician I	2.00	110.00	220.00	
Project Manager II	4.00	220.00	880.00	
Totals	8.00		1,460.00	
Total Labor				1,460.00
	Current	Prior	To-Date	
Total Billings	1,460.00	990.00	2,450.00	
Contract Limit (not-to-exceed)			2,980.00	
Contract Limit Remaining			530.00	
		Total this Phase		\$1,460.00

Phase	850	Project Management and Coordination
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	Hours	Rate	Amount	
Project Manager I	.50	180.00	90.00	
Project Coordinator	.75	130.00	97.50	
Project Manager II	5.50	220.00	1,210.00	
Totals	6.75		1,397.50	
Total Labor				1,397.50
	Current	Prior	To-Date	
Total Billings	1,397.50	2,347.50	3,745.00	
Contract Limit (not-to-exceed)			3,370.00	
Amount Adjusted this Period				-375.00
		Total this Phase		\$1,022.50
		Total Due this Invoice		\$6,472.12

Outstanding Invoices

Number	Date	Balance
3	11/30/2021	7,060.00
Total		7,060.00



PROGRESS REPORT

PROJECT # 201937-020
PROJECT ANKENY REGIONAL AIRPORT – TAXIWAY D APRON AND ACCESS ROADWAY PAVING
- PHASE 3 – CONSTRUCTION ADMIN
PRJ MNGR JAY PUDENZ, P.E., LEED AP
CLIENT POLK COUNTY AVIATION AUTHORITY
410 WEST 1ST STREET
ANKENY, IOWA 50021
Phone 515.965.6420
Fax
Email: NOsborne@Ankenylowa.gov

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

REPORTING PERIOD DECEMBER 2021

NEXT REPORT JANUARY 2022

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Observed Construction during the period
 - Construction staking (lights)
 - Completion of MITL's
 - Installed temporary stabilization in graded areas for the winter (final seeding to be placed in Spring 2022)
- ✓ Held Substantial Completion Walk-through (12/6)

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Ensure punchlist items are completed in the spring, including final seeding and permanent stabilization

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

SCHEDULE MILESTONES

- See attached sheet

Phase 600 – Construction Administration



Phase 650 – Resident Project Representative



Phase 760 - Construction Staking



Phase 800 – Project Closeout



Phase 850 – Project Management and Coordination



EXHIBIT 'G'

PROJECT SCHEDULE

TAXIWAY D APRON AND ACCESS ROADWAY PAVING – PHASE 3 – CONSTRUCTION ADMIN
ANKENY REGIONAL AIRPORT
ANKENY, IOWA

Bidding Services

Receive Bids at City Hall (Tuesday at 10:30 am)	August 31, 2021
Present Bids to PCAA & Hold Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost	September 9, 2021
Provide Recommendation of Award	September 9, 2021

Construction Administration and Observation Services

Execute Construction Contract	September 9, 2021
Execute Engineering Contract	September 9, 2021
Begin Construction	September 13, 2021
Substantial Completion	December 4, 2021
Final Inspection	December 6, 2021
Final Acceptance (following spring seeding coming up)	July 1, 2022



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

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?? 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 \$36,483.59.

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 FEBRUARY 10, 2022 BOARD MEETING**

Vendor	Amount	Date of Invoice	Description
Brick Gentry Law Firm	1,425.00	01/25/22	General legal services
Cryotech	5,487.27	01/12/22	3-265 gal totes E36 liquid runway deicer
Des Moines Register	16.62	12/31/21	December A/P
Elder Corporation	5,426.00	01/13/22	Snow removal services, December 29, 2021 & January 1-2, 2022
Elder Corporation	7,958.50	01/27/22	Snow removal services, January 14-17, 2022
Exec 1 Aviation	5,000.00	01/31/22	On-site management fee
McClure Engineering	1,080.00	12/21/21	Professional services through 12/18/2021
MidAmerican Energy	405.63	01/12/22	Lift station; Runway lights; Obstruction lighting services
Perficut	1,348.00	12/29/21	Aquatic herbicide treatment and spot treatment on 12/29/2021
Tenant deposit refund	175.00	01/31/22	Solar Flying Club, E-02
Tenant deposit refund	175.00	01/31/22	Paul Reinke, C-10
Tenant deposit refund	175.00	01/31/22	Exec 1 lock change reimbursement for Larry Clayton, A-03
USDA, APHIS, General	1,339.45	01/03/22	Wildlife mitigation services through 12/31/2021
Total Airport Operations Fund	\$ 30,011.47		
McClure Engineering	6,472.12	12/21/21	Taxiway D Apron & Access Roadway Paving - Phase 3, Engineering (Construction) thru 12/18/21
Total Capital Improvements Fund	\$ 6,472.12		
Grand Total	\$ 36,483.59		

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

February 10, 2022
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve February 2022 Financial Reports

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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 February Financials

POLK COUNTY AVIATION AUTHORITY

Balance Sheet

As of January 31, 2022

ASSETS

Current Assets

Checking/Savings

101 · GREAT WESTERN BANK 2,238,449.92

Total Checking/Savings 2,238,449.92

Accounts Receivable

110 · GRANTS RECEIVABLE 262,591.00

112 · ACCOUNTS RECEIVABLE 175.00

Total Accounts Receivable 262,766.00

Other Current Assets

113 · PRE-PAID EXPENSES 26,114.77

Total Other Current Assets 26,114.77

Total Current Assets 2,527,330.69

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 19,978,419.77

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202 · ACCOUNTS PAYABLE 35,552.96

Total Accounts Payable 35,552.96

Other Current Liabilities

204 · RETAINAGE PAYABLE 37,035.77

206 · DEFERRED REVENUE 15,218.19

207 · HANGAR/LEASE ADVANCE DEPOSITS 15,480.00

Total Other Current Liabilities 67,733.96

Total Current Liabilities 103,286.92

Long Term Liabilities

211 · LOAN PAYABLE 844,000.00

Total Long Term Liabilities 844,000.00

Total Liabilities 947,286.92

Equity

3000 · INVESTED IN CAPITAL ASSETS 16,445,472.08

3001 · UNRESTRICTED NET ASSETS 3,037,227.04

3003 · RESTRICTED FOR AIRPORT IMPROVE (451,566.27)

Total Equity 19,031,132.85

TOTAL LIABILITIES & EQUITY 19,978,419.77

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

	Jul '21 - Jan 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	497,788.00	1,134,128.00	(636,340.00)	43.89%
401 · LEASE AND LICENSE FEE INCOME	120,271.84	199,000.00	(78,728.16)	60.44%
403 · FUEL FEE INCOME	26,376.78	38,000.00	(11,623.22)	69.41%
Total Income	644,436.62	1,371,128.00	(726,691.38)	47.0%
Gross Profit	644,436.62	1,371,128.00	(726,691.38)	47.0%
Expense				
601 · OFFSITE MANAGEMENT SERVICES	15,498.73	31,800.00	(16,301.27)	48.74%
602 · POSTAGE & OFFICE SUPPLIES	123.03	400.00	(276.97)	30.76%
603 · ONSITE MANAGEMENT SERVICES	35,000.00	60,000.00	(25,000.00)	58.33%
610 · ADVERTISING & PROMOTION	142.11	800.00	(657.89)	17.76%
611 · PUBLICATIONS	871.29	2,600.00	(1,728.71)	33.51%
612 · CONFERENCES AND SEMINARS	0.00	3,500.00	(3,500.00)	0.0%
613 · LEGAL SERVICES	11,039.85	17,700.00	(6,660.15)	62.37%
614 · AUDIT SERVICES	10,175.00	12,800.00	(2,625.00)	79.49%
616 · GENERAL INSURANCE	4,204.23	6,600.00	(2,395.77)	63.7%
617 · PROPERTY INSURANCE	21,833.84	32,900.00	(11,066.16)	66.36%
618 · PUBLIC OFFICIALS INSURANCE	883.41	1,500.00	(616.59)	58.89%
630 · SNOW REMOVAL & MOWING	30,037.56	79,000.00	(48,962.44)	38.02%
631 · REPAIRS & MAINTENANCE (General)	34,798.06	72,000.00	(37,201.94)	48.33%
640 · UTILITIES	2,952.76	4,300.00	(1,347.24)	68.67%
644 · AIRPORT PLANNING & ENGINEERING	19,512.88	68,000.00	(48,487.12)	28.7%
645 · MISCELLANEOUS	89.50	100.00	(10.50)	89.5%
721 · TAXIWAY D ACCESS ROAD	695,621.27	915,625.00	(220,003.73)	75.97%
723 · TAXIWAY REHAB & RECONSTRUCTION	4,737.00	0.00	4,737.00	100.0%
726 · PROTECT RW18 LAND ACQUISITION	6,675.00	0.00	6,675.00	100.0%
729 · STRENGTHEN & EXTEND RW 18/36	7,124.00			
731 · PARKING PAVEMENT REHAB	0.00	208,750.00	(208,750.00)	0.0%
Total Expense	901,319.52	1,518,375.00	(617,055.48)	59.36%
Net Ordinary Income	(256,882.90)	(147,247.00)	(109,635.90)	174.46%
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	2,349.35	7,000.00	(4,650.65)	33.56%
504 · FAA GRANT REIMBURSEMENT	59,000.00	300,000.00	(241,000.00)	19.67%
505 · STATE GRANT REIMBURSEMENT	262,591.00	312,682.00	(50,091.00)	83.98%
Total Other Income	323,940.35	619,682.00	(295,741.65)	52.28%
Other Expense				
660 · BOND/LOAN PRINCIPAL	59,000.00	300,000.00	(241,000.00)	19.67%
Total Other Expense	59,000.00	300,000.00	(241,000.00)	19.67%
Net Other Income	264,940.35	319,682.00	(54,741.65)	82.88%
Net Income	8,057.45	172,435.00	(164,377.55)	4.67%

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

As of January 31, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
IOWA DOT	0.00	0.00	0.00	0.00	262,591.00	262,591.00
Winterset Aero Club LLC	0.00	0.00	0.00	175.00	0.00	175.00
TOTAL	0.00	0.00	0.00	175.00	262,591.00	262,766.00

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	146,956.88	-	146,956.88	146,956.88	-	-	-	-	
General Planning - 2018 Agreement	HDR Engineering	EXP	-	-	-	-	-	-	-	-	
Wildlife Exclusion Fence	McClure & Minturn	FAA	1,734,213.00	39,286.51	1,773,499.51	1,773,499.51	-	0.00	1,560,177	1,560,177	FY18
IKV Grading & Drainage Plan	HDR Engineers	EXP	43,304.00	-	43,304.00	43,304.00	-	-	-	-	FY19
Protect RW18 Land Acquisition-LGI	Snyder & Associates	FAA	18,900.00	743,119.59	762,019.59	762,019.59	-	-	685,653	685,653	FY19
3-Year Vegetation Control Agreement	Perficut ('17-'19)	EXP	28,445.00	(13,710.00)	14,735.00	14,735.00	-	-	-	-	FY20
Drainage Channel Improvements	McClure & RW Excavating	laDOT	191,633.80	11,925.19	203,558.99	203,558.99	-	-	76,950	76,950	FY20
Taxiway D Apron Access Road & Utilities - Phase 1	McClure & Sternquist	laDOT	633,250.00	54,844.02	688,094.02	688,094.02	-	-	225,000	225,000	FY20
Taxiway Rehab & Reconstruction-2018	McClure & Con-Struct	FAA	1,635,735.05	7,406.00	1,643,141.05	1,643,141.05	-	(0.00)	1,393,240	1,393,240	FY21
Bi-Fold Hangar Door Replacement	Jensen Builders	laDOT	130,075.00	9,900.00	139,975.00	139,975.00	-	-	75,000	75,000	FY21
SE Convenience Blvd Extension	City of Ankeny	EXP/RISE	877,279.79	115,104.30	992,384.09	991,544.82	839.27	-	-	-	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	laDOT	736,490.90	216.44	736,707.34	718,351.74	18,355.60	30,795.77	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	26,000.00	(2,368.01)	23,631.99	23,631.99	-	-	-	-	
Strengthen & Extend RW 18/36	HDR	EXP	27,400.00	-	27,400.00	7,124.00	20,276.00	-	-	-	
			-	-	-	-	-	-	-	-	
			-	-	-	-	-	-	-	-	
Grayed out = Completed items, no new charges expected			8,337,377.16	1,895,873.01	10,233,250.17	10,166,287.11	66,963.06	37,035.77	4,863,297	4,600,706	
								\$ 37,035.77		\$ 262,591	
								^= 204 Retainage Pay		^= 110 Grant AR	

21-22 Snow removal cost sum

			FY20/21	
	Quantity	Cost		
Elder	148.50	\$ 13,742.50	\$ 38,196.50	35.98%
S Jackson	-	\$ -	\$ 1,050.00	0.00%
New Deal	81.00	\$ 5,647.79	\$ 8,972.00	62.95%
Cryotech	796.00	\$ 5,487.27	\$ 9,004.08	60.94%
	<u>\$ 1,025.50</u>	<u>\$ 24,877.56</u>	<u>\$ 57,222.58</u>	<u>43.48%</u>
	Quantity	Cost	Cost	
Labor	67.50	\$ 6,323.50	\$ 16,994.75	37.21%
Equipment	81.00	\$ 7,419.00	\$ 22,251.75	33.34%
Material	877.00	\$ 11,135.06	\$ 17,976.08	61.94%
	<u>\$ 1,025.50</u>	<u>\$ 24,877.56</u>	<u>\$ 57,222.58</u>	<u>43.48%</u>
	Quantity	Cost	Cost	
Operations	1,025.50	\$ 24,877.56	\$ 57,222.58	43.48%
	<u>\$ 1,025.50</u>	<u>\$ 24,877.56</u>	<u>\$ 57,222.58</u>	<u>43.48%</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	\$ 52.45	\$ 52.45	0.0%	Material
New Deal	Shipping - 2ND	\$ 543.00	\$ 543.00	0.0%	Material
Cryotech	Liquid	\$ 6.05	\$ 5.95	1.7%	Material
Cryotech	S&H - 2ND	\$ 630.85	\$ 630.85	0.0%	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

[illegible]



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Lease List](#)

RESOLUTION 2022-XX

**A RESOLUTION APPROVING THE LEASE AGREEMENTS WITH THE
INDIVIDUALS AND/OR ORGANIZATIONS DETAILED ON THE ATTACHED LIST.**

WHEREAS, The Polk County Aviation Authority (PCAA) leases hangars and garages for the storage of aircraft and for the convenience of its patrons; and

WHEREAS, the attached list of lessees have applied for hangar or garage space and have been accepted; and

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

WHEREAS, the lease agreements have been accepted and signed by the lessees.

NOW THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority approves the lease agreements with the individuals and/or organizations detailed on the attached list.

Dated the 10th day of February 2022

POLK COUNTY AVIATION AUTHORITY

Jeff Wangsness, Chairperson

Diane Klemme, Recording Secretary

Customer Type	Hangar #	Active Status	Company	City	State	Airplane Make	Airplane Type	% Time @ IKV
To be approved at the February 10, 2022, PCAA Board Meeting								
Garage	C-NW	Active	Wallace Consulting	Ankeny	IA			
Garage	F-SE	Active	Lundstrom Aviation LLC	Ankeny	IA			
Garage	G-NW	Active	Rob Nollan	Altoona	IA			
Hangar	A-06	Active	Scott Wallace	Ankeny	IA	1969 Cessna 150K	Single-engine	100%
Hangar	B-01	Active	Ross Wendell	Ankeny	IA	2013 Vans RV-10	Single-engine	100%
Hangar	C-07	Active	Robin Nollan/Vintage Flying Club	Altoona	IA	Aeronca 7AC	Single-engine	100%
Hangar	C-08	Active	Eagles Wings USA	Des Moines	IA	2007 Flight Design CTSW	Single-engine	100%
Hangar	C-10	New	Blue Sky Flying Club	Des Moines	IA	Beechcraft A36	Single-engine	100%
Hangar	D-08	Active	Jeff Brandt	Ankeny	IA	1956 172	Single-engine	100%
Hangar	E-04	Moved	Paul Reinke	Elkhart	IA	1977 Mooney M20J	Single-engine	100%
Hanger	E-05	Active	Andrew Lewis	Altoona	IA	1962 Beechcraft 33 Debonair	Single-engine	100%
Hangar	E-09	Active	Denis G. Biscobing	West Des Moines	IA	2011 Just Aircraft Highlander	Single-engine	100%
Hangar	E-10	Active	Hawkeye Aero Sales	Urbandale	IA	1976 Beechcraft F33A Bonanza	Single-engine	100%
Hangar	F-03	Active	Solar Flying Club	Johnston	IA	1975 Cessna 172M	Single-engine	100%
Hangar	F-08	Active	Marty Jorgensen	Dallas Center	IA	Cessna 310K	Multi-engine	100%
Hangar	G-03	Active	Lundstrom Aviation LLC	Ankeny	IA	2003 Cessna 172SP	Single-engine	100%
Hangar	J-05	Active	Delden Garage Doors, INC	Mound	MN	1972 Piper PA 28-180	Single-engine	100%



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the execution of a land lease with John G. Jensen Revocable Trust

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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 [Jensen Resolution](#)

 [Jensen Lease](#)

RESOLUTION 2022 –
A RESOLUTION AUTHORIZING THE EXECUTION OF A
LAND LEASE WITH JOHN G JENSEN REVOCABLE
TRUST.

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which John G. Jensen Revocable Trust 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 Land Lease believes it to be in the best interest of the Aviation Authority to enter into said Lease.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves the attached Land Lease with John G Jensen Revocable Trust.

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

Dated the 10th day of February, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Dr. Paul Novak, Treasurer

LEASE

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, Iowa 50021 and the John G. Jensen Revocable Trust ("Tenant"), whose address for the purpose of this Lease is 8889 NE 38th Street, Ankeny, Iowa 50021.

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"):

Lot 2, LGI Business Park, an Official Plat now included in and forming a part of the City of Ankeny, Polk County, Iowa; and

Parcel "E" as shown on the Plat of Survey filed July 10, 2001 in the Office of the Polk County Recorder and recorded in Book 8897, Page 150, being a part of the Southeast ¼ of Section 30, Township 80 North, Range 23 West of the 5th P.M.; and Parcel "C" as shown on the plat of Survey filed October 28, 1998 in the Office of the Polk County Recorder and recorded in Book 8043, Page 803, being a part of the Southeast ¼ of Section 30, Township 80 North, Range 23 West of the 5th P.M., City of Ankeny, Iowa, Except Parcel "F" as shown on the Plat of Survey recorded in Book 8897, Page 150 and Except that part conveyed to the City of Ankeny, Iowa by Warranty Deed recorded in Book 13169, Page 269

and containing approximately 7.50 total acres, more or less, with possession by Tenant for a term of one year 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") for the 2022-2023 crop year, total cash rent of 7.5 acres at \$175.00 per acre. Rent shall be payable as follows: ~~first one-half of total on the 1st day of July and the second one-half of total on the 1st day of December.~~ All on March 1st

969 by 289
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.

3. **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, seeding the land with flowers for the care and upkeep of bees located in bee hives throughout the property, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis.

4. **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 1st 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.

5. **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.

6. **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.

7. **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.

8. **NO AGENCY.** Tenant is not an agent of the Landlord.

9. **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.

10. **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.

11. **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.

12. **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.

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

14. **ADDITIONAL PROVISIONS.** None

Dated: 1/6/2022

Tenant: John G. Jensen Revocable Trust

By: John G. Jensen
by Linda K. Jensen, POA
John G. Jensen, Trustee

Landlord: Polk County Aviation Authority

By: _____
Jeff Wangsness, Chairperson

By: _____
Todd Ashby, Secretary



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** setting Public Hearing on the Polk County Aviation Authority Proposed Fiscal Year 2021-2022 Revised Budget and the Proposed Fiscal Year 2022-2023 Budget. (date of hrg: 3/10/22 @ 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

 [Resolution](#)

 [Notice of Hearing](#)

RESOLUTION 2022-XX

**A RESOLUTION SETTING A PUBLIC HEARING ON THE POLK COUNTY
AVIATION AUTHORITY REVISED FISCAL YEAR 2021-2022 BUDGET AND THE
PROPOSED FISCAL YEAR 2022-2023 BUDGET.**

WHEREAS, the Polk County Aviation Authority is responsible to plan and prepare an annual budget; and

WHEREAS, it is necessary to hold a public hearing to review and approve an annual budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Polk County Aviation Authority that a public hearing on the revised Fiscal Year 2021-2022 Budget and the proposed Fiscal Year 2022-2023 Budget is hereby set for the 10th day of March, 2022 at 5:00 p.m.

BE IT FURTHER RESOLVED that notice of said hearing be published as required by law.

Passed and approved this 10th day of February, 2022.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

**NOTICE OF PUBLIC HEARING ON THE POLK COUNTY AVIATION AUTHORITY
REVISED FISCAL YEAR 2021-2022 BUDGET AND THE PROPOSED FISCAL YEAR
2022-2023 BUDGET**

Polk County Aviation Authority
ANKENY REGIONAL AIRPORT
Revised Budget for Fiscal Year 2021-2022
and
Proposed Budget for Fiscal Year 2022-2023

Notice is hereby given that a Public Hearing will be held in the City Council Chambers at the Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:00 P.M. on the 10th day of March, 2022, to review and adopt the Polk County Aviation Authority's revised Fiscal Year 2021-2022 Budget and the proposed Fiscal Year 2022-2023 Budget.

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



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of a public utilities easement with Mid American Energy Company and other utilities, pending legal review

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Easement Attachment
 Public Utilities Easement



P:\2018-2019-Drawings\Civil\Plans\2021-12-17 Phase 1-4 Utility Map\plan.dwg 12/17/2021 3:07 PM

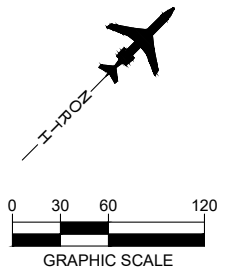
ENGINEER	DRAWN BY
S. SMITH	T. DOOLEY
CHECKED BY	FIELD BOOK NO.
A. MAYSENT	FIELDBOOK

NO.	REVISION	DATE	BY



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

PROJECT LAYOUT PLAN



SHEET NO.

GN-08

08 OF 34

RESOLUTION NO. 2022 - XX

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC
UTILITY EASEMENT WITH MID AMERICAN ENERGY COMPANY AND
OTHER UTILITIES**

WHEREAS, the Polk County Aviation Authority (PCAA) wishes to expedite the construction of box hangers on the airport property; and

WHEREAS, Mid American Energy Company has been engaged to install a gas main along the access road shown on the attached project layout plan which will provide gas service to the box hangers; and

WHEREAS, the airport property is owned by the PCAA; and

WHEREAS, the PCAA has agreed to a public utilities easment with Mid American Energy Company and other utilities to grant them access to install and maintain utility lines; and

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority hereby approves the public utilities easement with Mid American Energy and other utilities, pending legal review.

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

Dated, this 10th day of February, 2022.

Jeff Wangsness, Chairperson
Polk County Aviation Authority

ATTEST:

Todd Ashby, Secretary



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve election of Chairperson, Secretary and Treasurer for terms expiring
December 31, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the Corvette Club of Iowa Special Events Application for May 28-30, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Special Event Application

Date received by the Authority: _____ by: _____

Ankeny Regional Airport Special Events Application

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

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

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



General Information:

Name of event "Flying Low in 22" at the Ankeny Regional Airport		
Day and date of event May 28, 29, 30, 2022	New event? No ☐	Returning event? Yes ☐
Location where event will be held South of south hangars using taxiway and cross winds runway.		
Description of event Well controlled low-speed autocross, using pylongs to control speed (below 80 mph)		
Sponsor or hosting organization and phone number Corvette Club of Iowa		
Name and mailing address of local contact person Dave Vance, 605 SE Peterson Dr., Ankeny, IA 50021		
Daytime phone # (515) 964-9411	Mobile phone # (515) 249-5492	Fax # (515) 964-9411
E-mail alphaone@netins.net		
Event start time 8:30 am	Event end time 7:00 am	Note: All clean-up must be done on the day of the event. Costs to remove any remaining trash or equipment will be billed to the organizers
Set-up start date and time May 27, 4:00 PM	Tear-down end date and time May 30, 5:00 PM	
Name of event contractor, if applicable N/A		
What type of audience is the event planned for? Corvette/automotive enthusiasts		
Anticipated number of Participants: 60	Spectators: 30	Adult volunteers: 12
Are there fees for the participants or spectators? No ☐ Will fees be collected on site?		

Parking outside of the fence

HANGARS

HANGARS

FAA FACILITY

HANGAR

TERMINAL / FBO

HANGARS

MUSEUM

A

B

C

D

E

36

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

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

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

☐ Amplified sound/speakers ☐ Public address system ☐ Recorded music ☐ Live music
☐ Temporary outside lighting ☐ Temporary indoor lighting ☐ Spot light of any kind

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

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

☐ Tent, size: _____ ☒ Canopy, size: 4 X 6 ft.
☐ Stage ☐ Bleachers ☐ Bandwagon/Trailer Other: Timing vehicle or trailer

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

Will food or beverages be served at the event?

If yes, please indicate if the food will be:

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

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

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

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

Are you requesting that alcohol be served at the event?

All facilities at the Airport are non-smoking.

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

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

List who will be responsible for clean-up of the event site, include phone number:

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

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

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

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

Electrical power: Generator

Water: Bottled water

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

Are you requesting that vehicles be permitted to load/unload near the terminal?

No



If yes, please indicate the locations and times: _____

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

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

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

Applicant's printed name: _____

David P Vance

David P Vance

Applicant's signature: _____

David P Vance

Date: _____

2-3-2022

Important Contacts:

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

Ankeny Police Department: (515) 289-5240

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

Ankeny Fire Department: (515) 965-6469

Ankeny City Clerk: (515) 965-6400

Polk County Public Health: (515) 286-3798

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

Iowa Alcoholic Beverages: www.iowaabd.com

To be Completed by the Fixed Base Operator

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

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

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

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

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

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

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

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

_____ This event will require special communications:

_____ NOTAMS: _____

_____ Airport tenants: _____

_____ Others: _____

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

The FBO recommends approving this event

Form completed by: _____ Date: _____

To be Completed by the Polk County Aviation Authority

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

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

_____ This application is denied.

PERMIT FEE: \$ _____

CERTIFICATE OF INSURANCE REQUIREMENTS: \$ _____

_____ Governmental Immunities Endorsement is required.

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

_____ Police Department or private security officers

_____ Fire Department personnel

_____ Emergency Medical Services personnel

POLK COUNTY AVIATION AUTHORITY

Signed: _____

By: _____ Date: _____

Office use:

_____ Deposit received

_____ FAA notified

_____ Event permit fee received

_____ FAA approval received

_____ Certificate of insurance received

_____ Deposit returned _____ Deposit retained

EMS Plan

February 2022

Corvette Event May 28,29,30, 2022 Ankeny Airport

Time: Registration/Tech Inspection 7:15 am, Drivers meeting 8:45 First car off 9:00 am Same for each day

Estimated close time each day 6:00 pm

Plan

Contact Ankeny Fire Chief James Clack

120 NW Ash Dr. Ankeny, Iowa 50023, Tel Direct 515-965-6471

Contact and discussion explaining event with layout to be done early May 2022 by Dave Vance. We will give him my cell phone number 515-249-5492 as well.

In case of emergency, after calling 911

Jeff Wangsness, Chairman Polk County Aviation Authority
tel: 515-289-3249

Jennifer Sease Staff Administrator 515-965-6400(jsease@ankenyiowa.gov)



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

February 10, 2022
5 : 00 PM

 **Print**

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Submit 2021 USDA Wildlife Services report

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 USDA Wildlife Report



Date: January 19, 2022

To: Nick Osborne, Assistant to the City Manager, City of Ankeny

Subject: Summary of Activities

This letter is to inform you of the number of birds and mammals harassed or removed from the Ankeny Regional Airport in Ankeny, Iowa in the calendar year 2021. Two species of mammals and eight species of birds have been addressed at IKV. Listed are the species and methods used.

Wildlife Species	Dispersed	Removed	Banded & Relocated
Coyote	1	1	
White- tailed deer	7		
Red-winged black birds	4,990	10	
European Starling	3,000	20	
Killdeer	20		
Canada geese	2,271	10	
Ring-billed gulls	53		
Red tail -Hawk	1	1	
Turkey Vulture	2		
Pigeons	50	3	
Total	10,395	45	



Gate left open allowing deer in.



Canada geese at Casey's office.

Wildlife Services will continue to work closely with Airport officials to locate problem areas and determine which control activities will be most effective. If you need additional information, or if you have any questions regarding this information or future activities, please contact me.

Ernie Colboth, Wildlife Biologist
Wildlife Services