Polk County Aviation Authority Meeting

Thursday, January 6, 2022
5:00 PM
1250 SW District Drive, Ankeny, Iowa

INSTRUCTIONS TO JOIN ELECTRONIC MEETING:

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

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

A. ROLL CALL

B. APPROVAL OF AGENDA

1. Approval of the January 6, 2022 Agenda

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

C. PUBLIC FORUM

D. FBO REPORTS

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

E. FINANCE / BUDGET REPORTS

F. CONSENT AGENDA ITEMS

CA - 1 Consider motion to approve the December 9, 2021, minutes.

CA - 2 Consider motion to approve Payment #46 in the amount of $795.38 to McClure Engineering Company for services that include General On-Call Engineering

Services.

CA - 3 Consider motion to approve Payment #3 in the amount of $7,060.00 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving - Phase 3 - Construction Admin.

CA - 4 Consider motion to approve Bills and Transfer of Necessary Funds in the amount of $27,669.99.

CA - 5 Consider motion to approve January 2022 Financial Reports

CA - 6 Consider motion to receive and file the FY 2021 Annual Financial Audit Report.

CA - 7 Consider motion to Approve ATI Group Petition to Rezone Property.

- **APPROVAL OF CONSENT AGENDA ITEMS**

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

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

G. REMOVED CONSENT AGENDA ITEMS

H. OLD BUSINESS

I. NEW BUSINESS

1. Consider motion to approve termination of Farm Lease with Bob Barnes/I-80 Farms.

2. Consider motion to adopt **RESOLUTION** authorizing the execution of a land lease with Johnson Bros of Ankeny LTD

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

4. Consider motion to adopt **RESOLUTION** 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.)

J. REPORTS

1. **Engineering Report**
2. **Staff Report**
3. **Legal Counsel Report**
4. **Board Report**
5. **Chair Report**

K. ADJOURNMENT

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 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 January 6th, 2022

FUEL SALES:

11/26 - 12/25	2021 Gallons		2020 Gallons	Last Month
100LL	7,926.5		2,643.4	7,466.8
JET-A	35,317		19,651	36,344
Total Gallons	43,243.5		22,294.4	43,810.8
43,243.5	x $.09/gallon=	$ 3,891.92		

T-HANGARS –

ACCOUNTS RECIEVABLE: None

LEASES: 2022 Leases – most have been returned. I will start calling those that have not returned them in a week.

INSURANCE RENEWALS: In Process

WAITING LIST: See attached list.

VIOLATIONS: The only one that needs discussed is Paul Reinke. I have attached the letter he sent me regarding his situation.

REPAIRS: None.

MISC: Fall gutter sealing and repairs have begun.

AIRFIELD –

LIGHTING: Still working on a repair for 04 REIL. 6 underground issues Dave is working with the electrical contractor. I have not seen any underground transformers; I thought a proposal was being sent in with pricing. We need these so we can get all of the runway lights working.

The NOTAM for runway 36 REIL being out of service has been cancelled. We fixed the lights back in April or May, I finally figured out who to call to get the NOTAM cancelled.

MOWING: Done for the season.

SNOW REMOVAL: We've used the Snow Killer 3000 to clear the main runway after the snow event on 12/29/21, it made short work of the removal. Tom from Elder cleared the ramp areas and then used his machine to make final passes on the runway. It worked really well.

MISC: None.

SPECIAL: Gate 3 continues to be a problem; Controlled Access has been out and replaced a additional parts, a new keypad was needed because the old one burned out. The 0 button is stuck in so we are back to manually operating the gate again until they can get out to look at that.

The T Hangar gate will not let people out, Controlled Access has been called.

The south construction gate is not working, Controlled Access has been called.

A new value that was installed on the fuel farm 45 days ago is leaking, Seneca has been called to deal with it. The valve that is used for bulking the tank is now leaking, Seneca has been called.

Self-serve fuel system: I am waiting on Seneca to install a new solenoid valve that is releasing pressure when it shouldn't. It should be installed by mid-January. They believe this is the last piece in fixing the self-serve issues we have been having.

I have requested a salesman and field engineer come out and give us a quote on replumbing the farm to bring it out of the 1980's technology. The past few months have been very problematic, and I think it's time to look at updating the plumbing and pumps.

12/16/21 4pm. A Bobcat was sighted by a departing pilot on the approach end of runway 18. I went out in the truck and saw the animal; it took off running along the East fence toward the south end of the airport. I was not able to keep up with it so I don't know where it went. I notified Ernie with the USDA of the sighting.

Ernie was able to remove one of the Coyotes from the airport, there are four left (that I know of).

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)

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@flykdsm.com asking him to get ahold of me. 11/4/21 Dave k texted with (I got the number from Frici) asking if has a number (he did). 11/4/21 Markus texted back and said he doesn't have a 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 Messanger so I sent him a message. That was him, he called back
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 asdked 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 planea t 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 t hangars howver 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 want 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	9/15/2020	Robert Spencer	None	217-549-3311	Spencers5@yahoo.com	11/3/21 Dave K - texted Rob, the 310 has been sold but he may look for another plane so he would like to stay on the list.
33	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.
34	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.
35	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.
36	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.
37	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.
38	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.
39	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.
40	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.
41	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.
42	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.
43	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.
44	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.
45	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.
46	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.
47	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
48	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.
49	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.

50	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.
51	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.
52	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.
53	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.
54	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.
55	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.
56	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.
57	11/29/2021	Nile Ackerman		515-480-8075	nile.ackerman@gmail.com	11/29/21 Dave K - Request recveived.
58	12/1/2021	John Roan	Champ	515-240-9495	johnroan01@gmail.com	12/01/21 Dave K - Request recveived.
59	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.

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	

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	
7	4/6/2020	Jacob Greenfield	Builiding 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	

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the December 9, 2021, minutes.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Minutes

MINUTES OF THE POLK COUNTY AVIATION AUTHORITY (PCAA)
Thursday, December 9, 2021 - 5:00 PM
Ankeny Kirkendall Library – City Council Chambers

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

Engineering Report

Jay Pudenz (McClure) reported on the electrical issues with Runway 18/36 lights. Van Maanen Electric has been trouble shooting the issue. They provided a proposal with a breakdown of material and labor that they would require to fix the lights in question. The board agreed to move ahead with their proposal to get the lights functioning again.

FBO Report

Dave Kalwishky reported that most of the 2022 leases have been returned and that he will follow up with the ones still outstanding. He presented the board with a letter he received from Paul Reinke regarding violations found with his lease. The board agreed to leave Mr. Reinke off the 2022 lease list which will be approved at the 1/6/22 meeting.

Finance / Budget Report

Novak reported on the 12/9/21 listing of bills.

Consent Agenda Items

1. Approval of November 4, 2021, minutes.
2. Motion to approve a Cooperative Service Agreement with the United States Department of Agriculture for the control of bird and wildlife activity during the calendar year 2022 at the Ankeny Regional Airport.
3. Payment #3 in the amount of $44,551.96 to Concrete Technologies, Inc. for services that include Taxiway D Apron & Access Roadway Paving – Phase 3.
4. Payment #45 to McClure Engineering Company for services that include General On-Call Engineering Services in the amount of $5,592.50.
5. Payment #2 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving – Phase 3 in the amount of $20,085.38.
6. Approval of Bills and Transfer of Necessary Funds, $140,802.39.
7. December 2021 Financial Reports

Approval of Consent Agenda Items

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

New Business

A. **<u>Taxiway D Access Road and Utilities Phase 2</u>**: Motion to approve a) Final Change Order #3 in the amount of $6,534.07; b) Statement of Completion c) **Resolution 2021-42** accepting the public improvements with Sandstone Management LTD in the amount of $568,300.40; and d) Payment #6 Final/Retainage in the amount of $29,085.71 thirty days after project acceptance. Novak moved, second by Johnson. Ayes: Novak, Johnson, Ashby, Gardner, Wangsness.

B. **Resolution 2021-43** authorizing the execution of the 2022 Management Agreement with Exec 1 Aviation II, LLC, as fixed base operator. Novak moved, second by Gardner. Ayes: Novak, Gardner, Ashby, Johnson, Wangsness.

C. **Resolution 2021-44** authorizing the farm lease with Jeffrey Wangsness. Ashby moved, second by Novak. Ayes: Ashby, Novak, Gardner, Johnson. Abstain: Wangsness.

D. **Resolution 2021-45** authorizing the execution of a land lease with I-80 Farms, Inc. Ashby moved, second by Novak. Ayes: Ashby, Novak, Gardner, Johnson, Wangsness.

E. **Resolution 2021-46** approving a lease agreement early termination date of November 30, 2021 for Blue Sky Flying Club and Chuck Henze for hangar number F-10 and I-05. Approving lease agreement for Greg Long and Winterset Aero Club, LLC for hangar number F-10 and I-05, with an effective date of December 1, 2021 and termination date of December 31, 2021. Novak moved, second by Johnson. Ayes: Novak, Johnson, Ashby, Gardner, Wangsness.

F. **Resolution 2021-47** authorizing the execution of Addendum No. 1 to land lease agreement with Acme Aviation, LLC to facilitate the construction of a private box hangar on the Phase 2 – Taxiway D site at the Ankeny Regional Airport. Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Novak, Wangsness.

G. **Resolution 2021-48** authorizing the execution of Addendum No. 3 to land lease agreement with AllEnergy, Aircraft, LLC for purposes of construction of a hangar. Gardner moved, second by Johnson. Ayes: Gardner, Johnson, Ashby, Novak, Wangsness.

Reports

A. Staff Report
    a. Runway Electricity
B. Legal Counsel Report
C. Board Report – None
D. Chair Report

Adjournment

The meeting was adjourned at 5:58 p.m.

Attest: ______________________________ Signed: ______________________________

Diane Klemme, Recording Secretary   Jeff Wangsness, Chairperson

Published in the Des Moines Register on the 23rd day of December, 2021.

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #46 in the amount of $795.38 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

Ankeny Regional AIRPORT
Central Iowa's Business Connection

Project Title:	General On-Call Engineering Services
Contractor:	McClure Engineering Company
Address:	1360 NW 121st St, Suite A, Clive, IA 50325

Finance Budget Code:	644	***Finance Project Code:***	N/A
Vendor Project or Invoice #:	20517008-000	***PO #***	N/A
Original Contract Date:	October 5, 2017	***Vendor #***	N/A

Date of Board Meeting 6-Jan-22 **PAYMENT REQUEST #** 46

PAYMENT PERIOD: From: 10/31/21 through: 11/27/21

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:		$ 145,876.88	
Less previous applications for payment:		$ 145,081.50	
SUBTOTAL			$ 795.38
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 795.38
Balance to finish, including retainage:		-	
Contract Time Remaining (If applicable)	N/A	##	

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

Engineer/Consultant Approval: McClure Engineering Company
Firm Name

Signature [signed] Date 12/17/2021

PCAA Approval:

Signature Date

City of Ankeny Staff Approval:

Signature Nick Osborne Date 1/3/22

Work completed:
-Coordination with Electrical Contractor on lighting issues and review of needed repairs
--Review of electrical proposal with Electrical Engineering subconsultant and reached
out to 2nd Contractor to seek additional quote
-Coordination with hangar contractor on hangar door repairs/improvements

Nick Osborne, cc:Jennifer Sease

Email: *nosborne@ankenyiowa.gov; jsease@ankenyiowa.gov* *Phone:* *515-965-6420* *Fax:* *515-965-6416*

Date Printed: 12/17/2021

1360 NW 121st Street
Clive, IA 50325

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

November 30, 2021
Project No: 0020517008-000
Invoice No: 46
Due Date: December 30, 2021

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

Professional Services from October 31, 2021 to November 27, 2021

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Administrative Assistant	.50	70.00	35.00	
Engineer I	2.00	100.00	200.00	
Project Manager II	3.00	180.00	540.00	
Totals	5.50		775.00	
Total Labor				**775.00**

Reimbursable Miles

20.38

Total this Phase **$795.38**

Total Due this Invoice **$795.38**

Outstanding Invoices

Number	Date	Balance
45	10/31/2021	5,592.50
Total		**5,592.50**

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $7,060.00 to McClure Engineering Company for services that include Taxiway D Apron and Access Roadway Paving - Phase 3 - Construction Admin.

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 Const Admin

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Ankeny Regional AIRPORT
Central Iowa's Business Connection

Project Title: Ankeny Airport - Taxiway D Apron and Access Roadway Paving – Phase 3 - 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 6-Jan-22 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 10/31/21 through: 11/27/21

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:	$ 41,447.88		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 41,447.88	
Less previous applications for payment:		$ 34,387.88	
SUBTOTAL			$ 7,060.00
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 7,060.00
Balance to finish, including retainage:		$ 7,002.12	
Contract Time Remaining (If applicable)	N/A	##	

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

Engineer/Consultant Approval: McClure
Firm Name

Signature Date 12/17/2021

PCAA Approval:

Signature Date

City of Ankeny Staff Approval:

Signature Date 1/3/22

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: 12/17/2021

1360 NW 121st Street
Clive, IA 50325

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

November 30, 2021
Project No: 0000201937-020
Invoice No: 3
Due Date: December 30, 2021

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

Professional Services from October 31, 2021 to November 27, 2021

Phase 600 Construction Administration

	Hours	Rate	Amount	
Project Manager II	4.00	220.00	880.00	
Totals	4.00		880.00	
Total Labor				**880.00**

	Current	Prior	To-Date
Total Billings	880.00	9,517.50	10,397.50
Contract Limit (not-to-exceed)			11,780.00
Contract Limit Remaining			1,382.50

Total this Phase **$880.00**

Phase 650 Resident Project Representative

	Hours	Rate	Amount	
Project Manager I	9.50	180.00	1,710.00	
Engineer I	9.50	120.00	1,140.00	
Project Manager II	11.50	220.00	2,530.00	
Totals	30.50		5,380.00	
Total Labor				**5,380.00**

	Current	Prior	To-Date
Total Billings	5,380.00	18,832.88	24,212.88
Contract Limit (not-to-exceed)			25,900.00
Contract Limit Remaining			1,687.12

Total this Phase **$5,380.00**

Phase 760 Construction Staking

	Hours	Rate	Amount	
Crew Chief	3.50	120.00	420.00	
Crew Member	3.50	90.00	315.00	
Totals	7.00		735.00	
Total Labor				**735.00**

	Current	Prior	To-Date	
Total Billings	735.00	2,765.00	3,500.00	
Contract Limit (not-to-exceed)			4,420.00	
Contract Limit Remaining			920.00	
			Total this Phase	$735.00

Phase 800 Project Closeout

	Current	Prior	To-Date	
Total Billings	0.00	990.00	990.00	
Contract Limit (not-to-exceed)			2,980.00	
Contract Limit Remaining			1,990.00	
			Total this Phase	0.00

Phase 850 Project Management and Coordination

	Hours	Rate	Amount	
Project Coordinator	.50	130.00	65.00	
Totals	.50		65.00	
Total Labor				**65.00**

	Current	Prior	To-Date	
Total Billings	65.00	2,282.50	2,347.50	
Contract Limit (not-to-exceed)			3,370.00	
Contract Limit Remaining			1,022.50	
			Total this Phase	**$65.00**

Total Due this Invoice **$7,060.00**

Outstanding Invoices

Number	Date	Balance
2	10/31/2021	20,085.38
Total		**20,085.38**

McCLURE™
ENGINEERING Co.

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@AnkenyIowa.gov

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

REPORTING PERIOD **NOVEMBER 2021** NEXT REPORT **DECEMBER 2021**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Performed on-site construction staking
- ✓ Coordinated submittals with Contractor
- ✓ Observed Construction during the period
    - o MITL's and associated items (conduit, cable, etc.)
    - o Installed temporary stabilization in graded areas for the winter (final seeding to be placed in Spring 2022)
- ✓ Prepared payment application #3

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Continue with Construction Observation
    - o MITL light installation (cans installed but not lights)
    - o Overhead light, base, and pole installation
- Hold substantial completion walk-through

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

\\mcecmciprj01\Projects\201937-010\02-Accounting\Invoices\020 - CA\11-November\Invoice 3 - Progress Report -Taxiway D Apron and Access Roadway Paving – Phase 3 - CA.doc

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

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	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 $27,669.99.

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 JANUARY 6, 2022 BOARD MEETING

Vendor		Amount	Date of Invoice	Description
Brick Gentry Law Firm		1,439.85	12/25/21	General legal services
Des Moines Register		138.34	11/30/21	November A/P & Minutes
Eide Bailly		4,500.00	11/30/21	Interim audit work through 11/30/2021 for FY21 Financial Statement
Eide Bailly		2,000.00	12/15/21	Completion of audit work for the year ended June 30, 2021
Elder Corporation		358.00	12/23/21	Snow removal services, December 11, 2021
Exec 1 Aviation		5,000.00	12/31/21	On-site management fee
Iowa State Auditor		175.00	12/10/21	FY 2021 Audit filing fee
McClure Engineering		795.38	11/30/21	Professional services through 11/27/2021
MidAmerican Energy		471.42	12/13/21	Lift station; Runway lights; Obstruction lighting services
Perficut		1,348.00	12/04/21	Acquatic herbicide treatment and spot treatment on 12/2/2021
Total Airport Operations Fund	$	16,225.99		
McClure Engineering		7,060.00	11/30/21	Taxiway D Apron & Access Rodway Paving - Phase 3, Engineering (Construction) thru 11/27/21
HDR Engineering		4,384.00	11/29/21	IKV Aeronautical Forecast services from 10/24/21 - 11/20/2021
Total Capital Improvements Fund	$	11,444.00		
Grand Total	$	27,669.99		

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

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve January 2022 Financial Reports

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
January Financials

POLK COUNTY AVIATION AUTHORITY
Balance Sheet
As of December 31, 2021

ASSETS	
Current Assets	
Checking/Savings	
101 · GREAT WESTERN BANK	2,183,409.14
Total Checking/Savings	2,183,409.14
Accounts Receivable	
110 · GRANTS RECEIVABLE	262,591.00
112 · ACCOUNTS RECEIVABLE	307.19
Total Accounts Receivable	262,898.19
Other Current Assets	
113 · PRE-PAID EXPENSES	29,626.54
Total Other Current Assets	29,626.54
Total Current Assets	2,475,933.87
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	19,927,022.95
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202 · ACCOUNTS PAYABLE	27,198.57
Total Accounts Payable	27,198.57
Other Current Liabilities	
204 · RETAINAGE PAYABLE	37,035.77
206 · DEFERRED REVENUE	12,917.44
207 · HANGAR/LEASE ADVANCE DEPOSITS	16,005.00
Total Other Current Liabilities	65,958.21
Total Current Liabilities	93,156.78
Long Term Liabilities	
211 · LOAN PAYABLE	844,000.00
Total Long Term Liabilities	844,000.00
Total Liabilities	937,156.78
Equity	
3000 · INVESTED IN CAPITAL ASSETS	16,445,472.08
3001 · UNRESTRICTED NET ASSETS	2,989,488.24
3003 · RESTRICTED FOR AIRPORT IMPROVE	(445,094.15)
Total Equity	18,989,866.17
TOTAL LIABILITIES & EQUITY	19,927,022.95

POLK COUNTY AVIATION AUTHORITY

Profit & Loss Budget vs. Actual

July through December 2021

	Jul - Dec 21	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	102,792.49	199,000.00	(96,207.51)	51.66%
403 · FUEL FEE INCOME	22,484.86	38,000.00	(15,515.14)	59.17%
Total Income	623,065.35	1,371,128.00	(748,062.65)	45.44%
Gross Profit	623,065.35	1,371,128.00	(748,062.65)	45.44%
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	30,000.00	60,000.00	(30,000.00)	50.0%
610 · ADVERTISING & PROMOTION	121.62	800.00	(678.38)	15.2%
611 · PUBLICATIONS	854.67	2,600.00	(1,745.33)	32.87%
612 · CONFERENCES AND SEMINARS	0.00	3,500.00	(3,500.00)	0.0%
613 · LEGAL SERVICES	9,614.85	17,700.00	(8,085.15)	54.32%
614 · AUDIT SERVICES	10,175.00	12,800.00	(2,625.00)	79.49%
616 · GENERAL INSURANCE	3,657.70	6,600.00	(2,942.30)	55.42%
617 · PROPERTY INSURANCE	19,008.16	32,900.00	(13,891.84)	57.78%
618 · PUBLIC OFFICIALS INSURANCE	764.34	1,500.00	(735.66)	50.96%
630 · SNOW REMOVAL & MOWING	11,165.79	79,000.00	(67,834.21)	14.13%
631 · REPAIRS & MAINTENANCE (General)	32,110.61	72,000.00	(39,889.39)	44.6%
640 · UTILITIES	2,547.13	4,300.00	(1,752.87)	59.24%
644 · AIRPORT PLANNING & ENGINEERING	18,432.88	68,000.00	(49,567.12)	27.11%
645 · MISCELLANEOUS	89.50	100.00	(10.50)	89.5%
721 · TAXIWAY D ACCESS ROAD	689,149.15	915,625.00	(226,475.85)	75.27%
723 · TAXIWAY REHAB & RECONSTRUCTION	4,737.00	0.00	4,737.00	100.0%
726 · PROTECT RW18 LAND ACQUISITION	6,675.00			
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	861,849.16	1,518,375.00	(656,525.84)	56.76%
Net Ordinary Income	(238,783.81)	(147,247.00)	(91,536.81)	162.17%
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	1,983.58	7,000.00	(5,016.42)	28.34%
504 · FAA GRANT REIMBURSEMENT	0.00	300,000.00	(300,000.00)	0.0%
505 · STATE GRANT REIMBURSEMENT	262,591.00	312,682.00	(50,091.00)	83.98%
Total Other Income	264,574.58	619,682.00	(355,107.42)	42.7%
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	205,574.58	319,682.00	(114,107.42)	64.31%
Net Income	(33,209.23)	172,435.00	(205,644.23)	(19.26%)

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

As of December 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
All Energy Corporation	0.00	(0.57)	0.00	0.00	0.00	(0.57)
IOWA DOT	0.00	0.00	0.00	262,591.00	0.00	262,591.00
MILLER, DENNIS (FARM LEASE)	0.00	132.76	0.00	0.00	0.00	132.76
Winterset Aero Club LLC	0.00	0.00	175.00	0.00	0.00	175.00
TOTAL	0.00	132.19	175.00	262,591.00	0.00	262,898.19

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	145,876.88	-	145,876.88	145,876.88	-	-	-	-	
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	IaDOT	191,633.80	11,925.19	203,558.99	203,558.99	-	-	76,950	76,950	FY20
Taxiway D Apron Access Road & Utilities - Phase 1	McClure & Sternquist	IaDOT	633,250.00	54,844.02	688,094.02	688,094.02	-	-	225,000	225,000	FY20
Taxiway Rehab & Reconstruction-2018	McClure & Con-Struct	FAA	1,635,735.05	7,406.00	1,643,141.05	1,643,141.05	-	(0.00)	1,393,240	1,393,240	FY21
Bi-Fold Hangar Door Replacement	Jensen Builders	IaDOT	130,075.00	9,900.00	139,975.00	139,975.00	-	-	75,000	75,000	FY21
SE Convenience Blvd Extension	City of Ankeny	EXP/RISE	877,279.79	115,104.30	992,384.09	991,544.82	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	IaDOT	736,490.90	216.44	736,707.34	711,879.62	24,827.72	30,795.77	262,591	-	
3-Year Vegetation Control Agreement	Perficut ('20-'22)	EXP	47,586.00	-	47,586.00	29,856.00	17,730.00	-	-	-	
Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	26,000.00	(1,788.17)	24,211.83	22,292.54	1,919.29	-	-	-	
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											
			8,336,297.16	1,896,452.85	10,232,750.01	10,156,047.54	76,702.47	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

	Quantity	Cost	FY20/21	
Elder	4.00	$ 358.00	$ 38,196.50	0.94%
S Jackson	-	$ -	$ 1,050.00	0.00%
New Deal	81.00	$ 5,647.79	$ 8,972.00	62.95%
Cryotech	-	$ -	$ 9,004.08	0.00%
$	85.00	$ 6,005.79	$ 57,222.58	10.50%

	Quantity	Cost	Cost	
Labor	2.00	$ 148.00	$ 16,994.75	0.87%
Equipment	2.00	$ 210.00	$ 22,251.75	0.94%
Material	81.00	$ 5,647.79	$ 17,976.08	31.42%
$	85.00	$ 6,005.79	$ 57,222.58	10.50%

	Quantity	Cost	Cost	
Operations	85.00	$ 6,005.79	$ 57,222.58	10.50%
$	85.00	$ 6,005.79	$ 57,222.58	10.50%

(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	$ 5.95	$ 5.95	0.0%	Material
Cryotech	S&H - 2ND	$ 630.85	$ 630.85	0.0%	Material
Cryotech	S&H	$ 489.48	$ 489.48	0.0%	Material

Continued...

Provider	What	Inv. Date	Quantity	Rate	Cost
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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
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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT: City Clerk	COUNCIL GOAL: Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to receive and file the FY 2021 Annual Financial Audit 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
Governance Letter
2021 Audit Report

December 10, 2021

To the Board of Directors
Polk County Aviation Authority
Ankeny, Iowa

We have audited the financial statements of Polk County Aviation Authority (Authority) as of and for the year ended June 30, 2021, and have issued our report thereon dated December 10, 2021 Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our letter dated June 9, 2021, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Utility solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated December 10, 2021.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Authority is included in Note 2 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended June 30, 2021. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant estimates were identified.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Authority's financial statements relate to long-term debt and related party transactions.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated December 10, 2021.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

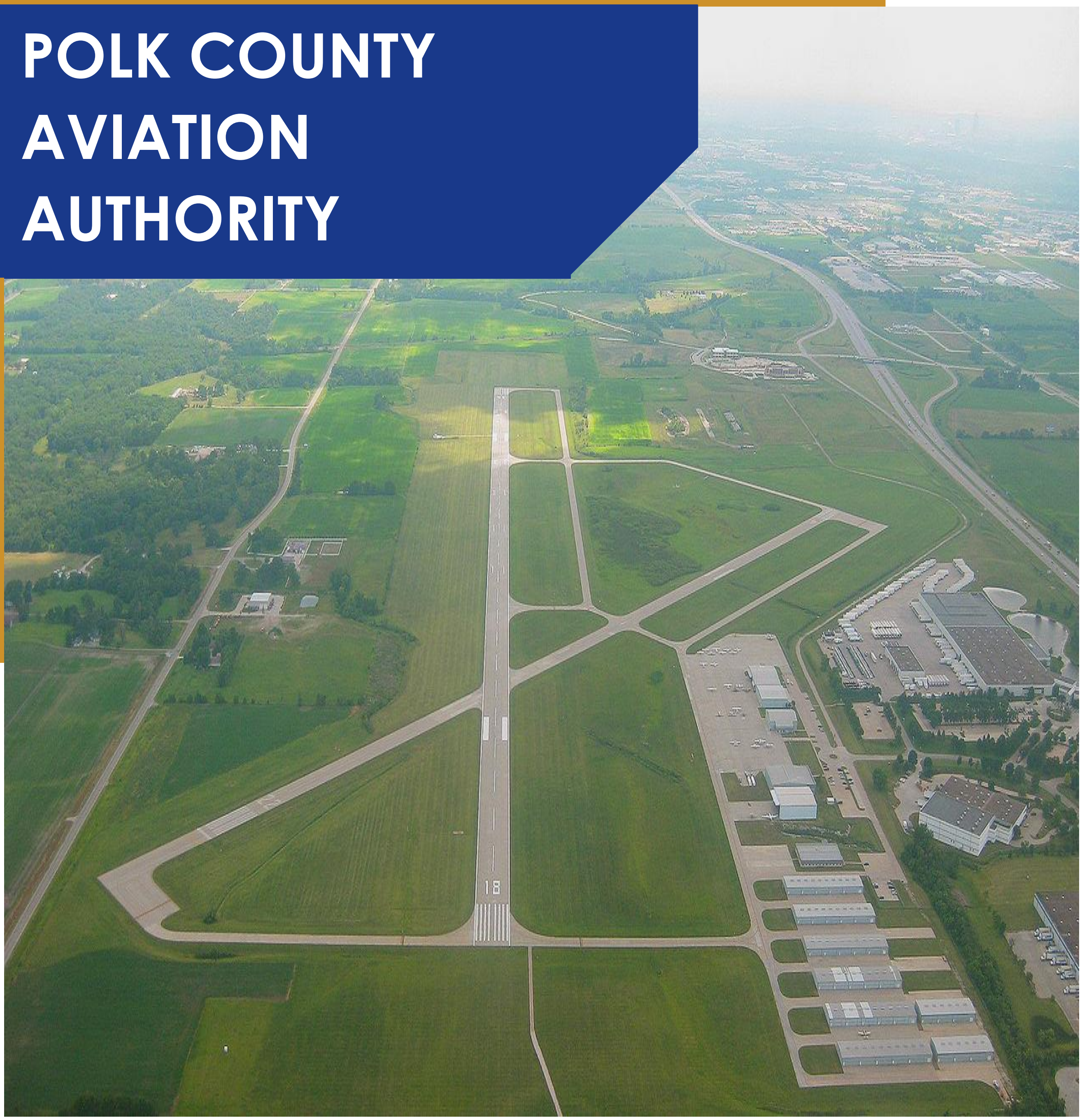
In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the entity, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

This report is intended solely for the information and use of the Board of Directors, and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Dubuque, Iowa

POLK COUNTY AVIATION AUTHORITY



Audited Financial Statements and Required Supplementary Information for the Years Ended June 30, 2021 & 2020

Polk County Aviation Authority
Audited Financial Statements and Required Supplementary Information
For the Years Ended, June 30, 2021 & 2020

Table of Contents

Ankeny Regional AIRPORT
Central Iowa's Business Connection

Polk County Aviation Authority
List of Officials
June 30, 2021

Name	Title	Representing
Jeff Wangsness	Chairperson	City of Ankeny
R. Todd Ashby	Secretary	City of Ankeny
Dr. Paul Novak	Treasurer	Polk County
Vacant	Member	City of Altoona
Greg Johnson	Member	Polk County
William Gardner	Member	Polk County
Joe Miller	Member	City of Bondurant
Amy Beattie	Attorney	Brick Gentry, P.C.
Paul Moritz	Airport Board Manager	City of Ankeny
Mandy Hanson	Recording Secretary	City of Ankeny
Jennifer Sease	Administrative Services Director	City of Ankeny
Alexia Grgurich	Accountant	City of Ankeny
Exec 1 Aviation, Inc.	Fixed Base Operator	

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

Board of Directors
Polk County Aviation Authority
Ankeny, Iowa

Report on the Financial Statements
We have audited the accompanying financial statements of the Polk County Aviation Authority (the Authority), as of and for the year ended June 30 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

1545 Associates Dr., Ste. 101 | Dubuque, IA 52002-2299 | T 563.556.1790 | F 563.557.7842 | EOE

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Polk County Aviation Authority as of June 30, 2021, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters
The financial statements of the Polk County Aviation Authority as of June 30, 2020, were audited by other auditors, whose report dated February 25, 2021, expressed an unmodified opinion on those statements.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's financial statements. The list of officials and budgetary comparison schedule are presented for purposes of additional analysis and are not a required part of the financial statements.

The list of officials and budgetary comparison schedule have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued a report dated December 10, 2021 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Eide Bailly LLP

Dubuque, Iowa
December 10, 2021

Management's Discussion and Analysis

The following management's discussion and analysis of the Polk County Aviation Authority's (the Authority) financial performance provides an introduction to the financial statements for the fiscal years ended June 30, 2021 and 2020. It is intended to give the reader an overview of, and additional insight into, the financial activities of the Authority over the past two years. This will be done most effectively by reading this discussion and analysis in conjunction with the information contained in the Authority's financial statements.

Financial Highlights – 2021

- The current assets of the Authority were $2,635,070 while the current liabilities were $219,083, a ratio of 12:1.
- The Authority's total assets decreased by $400,001 and its total liabilities decreased by $324,073 from 2020.
- The assets and deferred outflows exceeded the liabilities at the close of the year by $19,023,076 (net position). Of this amount, $2,577,604 is unrestricted and may be used to meet the Authority's ongoing obligations.

Financial Highlights – 2020

- The current assets of the Authority were $3,213,054 while the current liabilities were $543,156, a ratio of 6:1.
- The Authority's total assets increased by $1,871,318 and its total liabilities decreased by $583,477 from 2019.
- The assets and deferred outflows exceeded the liabilities at the close of the year by $19,113,588 (net position). Of this amount, $3,755,820 is unrestricted and may be used to meet the Authority's ongoing obligations.

Overview of the Financial Statements

Following this discussion and analysis are the basic financial statements of the Authority together with the notes, which are essential to a full understanding of the data contained in the financial statements. The Authority's financial statements are designed to provide readers with a broad overview of the Authority's finances.

The *Statement of Net Position* presents the Authority's financial position, in its entirety, as of June 30. All of the Authority's assets, deferred outflows, liabilities and deferred inflows are presented with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of the Authority's overall financial position.

The *Statement of Revenues, Expenses and Changes in Net Position* presents information showing how the Authority's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the cash flows. Thus, revenues and expenses are reported in this statement that will result in cash flows in future periods.

The *Statement of Cash Flows* relates to the flows of cash and cash equivalents. Consequently, only transactions that affect the Authority's cash accounts are reported in this statement. A reconciliation is provided at the bottom of this statement to assist in the understanding of the difference between cash flows from operating activities and operating income (loss).

In addition to the basic financial statements and accompanying notes, this report also presents the *Budgetary Comparison Schedule*.

Financial Analysis

The following represents the Authority's net position for the years ended June 30:

Net Position

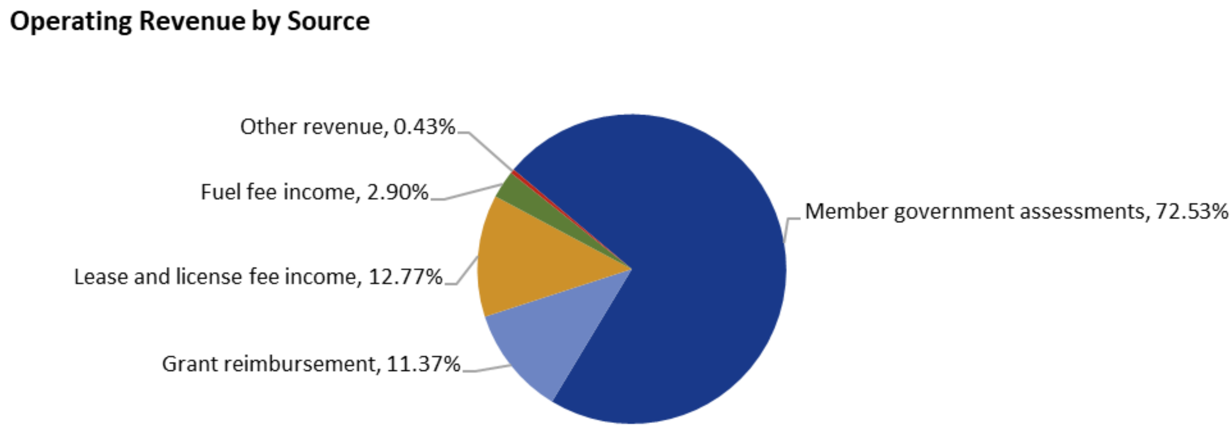
	2021	2020	2019
Current assets	$ 2,635,070	$ 3,213,054	$ 3,251,930
Capital assets	17,451,089	16,663,384	14,777,464
Other noncurrent assets	-	609,722	585,448
Total assets	20,086,159	20,486,160	18,614,842
Deferred outflows of resources	-	14,584	30,494
Current liabilities	219,083	543,156	725,675
Noncurrent liabilities	844,000	844,000	1,244,958
Total liabilities	1,063,083	1,387,156	1,970,633
Net investment in capital assets	16,445,472	15,357,768	12,900,717
Unrestricted	2,577,604	3,755,820	3,773,986
Total net position	$ 19,023,076	$ 19,113,588	$ 16,674,703

The following represents the Authority's summary of changes in net position for the years ended June 30:

Changes in Net Position

	2021	2020	2019
Total operating revenues	$ 1,557,063	$ 1,293,600	$ 1,194,867
Total operating expenses	(501,390)	(253,606)	(288,828)
Operating income before depreciation	1,055,673	1,039,994	906,039
Depreciation	(561,285)	(522,173)	(572,155)
Operating income	494,388	517,821	333,884
Nonoperating income	12,544	41,785	55,904
Nonoperating expense	(629,701)	(24,910)	(31,728)
Grant reimbursements	32,257	1,904,189	972,214
Change in net position	(90,512)	2,438,885	1,330,274
Net position - beginning of year	19,113,588	16,674,703	15,344,429
Net position - end of year	$ 19,023,076	$ 19,113,588	$ 16,674,703

The following graph summarizes the Authority's operating revenues by source for the year ended June 30, 2021:



The following is a comparison of the Authority's operating revenues by source for the years ended June 30:

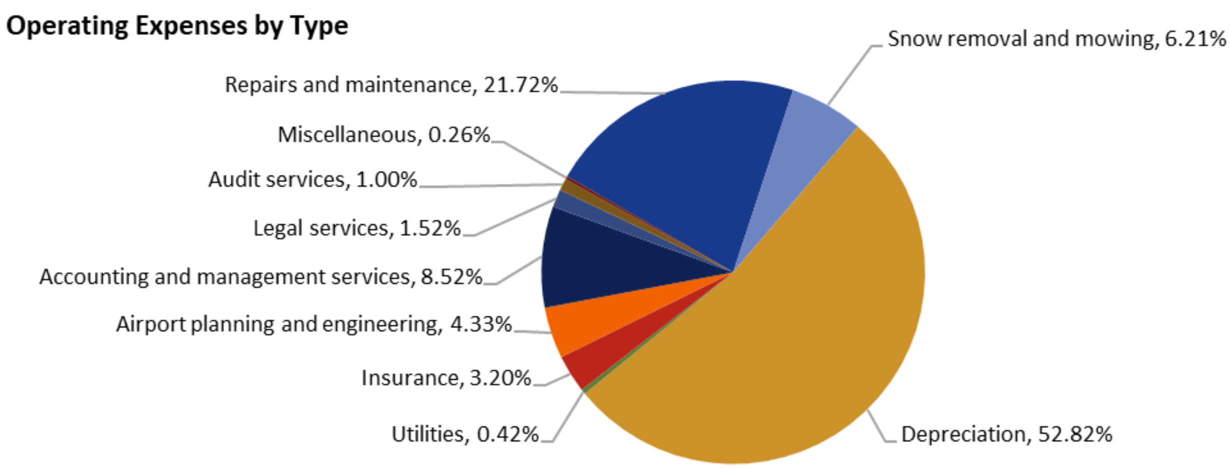
Operating Revenue by Source

	2021	2020	2019
Member government assessments	$ 1,129,310	$ 1,045,825	$ 972,077
Grant reimbursement	177,000	-	-
Lease and license fee income	198,817	194,151	191,638
Fuel fee income	45,168	31,772	30,252
Other revenue	6,768	21,852	900
Total operating revenues	$ 1,557,063	$ 1,293,600	$ 1,194,867

- Total operating revenues for 2021 were $1,557,063, an increase of $263,463 or 20.37% over fiscal year 2020. Total operating revenues for 2020 were $1,293,600, an increase of $98,733 or 8.27% over fiscal year 2019.
- Member government assessments increased by $83,485 in fiscal year 2021 and $73,748 in fiscal year 2020. These increases are attributable to property valuation growth of the member governments.
- Grant reimbursements were $177,000 in fiscal year 2021 due to the receipt of a $10,000 Immediate Safety Enhancement grant from the Iowa Department of Transportation for the emergency repair of Runway 18/36, a $75,000 General Aviation Vertical Infrastructure grant from the Iowa Department of Transportation for the replacement of the terminal hangar bi-fold door, and a $69,000 CARES Act grant and $23,000 Coronavirus Response and Relief Supplemental Appropriations Act grant from the Federal Aviation Authority for the repayment of bonds and loans.
- Lease and license fee income increased by $4,666 or 2.40% for fiscal year 2021 and increased by $2,513 or 1.32% for fiscal year 2020. Both changes are due to an increase in the land lease rate which is based on the 12-month change in the consumer price index.

- Fuel fee income for fiscal year 2021 and fiscal year 2020 increased by $13,396 and $1,520, respectively. The large increase from fiscal year 2020 to 2021 was due to closures related to the Runway 18/36 Rehabilitation project in 2020. In general, fuel fee income will fluctuate due to increases or decreases in airport operations and the number of aircrafts based at the airport.
- Other revenue, consisting of special event fees and reimbursements, was $6,768 in fiscal year 2021 and $21,852 in fiscal year 2020.

The following graph summarizes the Authority's operating expenses by type including depreciation for the year ended June 30, 2021:



The following is a comparison of the Authority's operating expenses by type for the years ended June 30:

Operating Expenses by Type

	2021	2020	2019
Repairs and maintenance	$ 230,786	$ 26,439	$ 14,059
Snow removal and mowing	66,043	44,312	60,275
Depreciation	561,285	522,173	572,155
Utilities	4,481	3,855	5,035
Insurance	33,978	24,418	24,416
Airport planning and engineering	45,967	37,720	72,377
Accounting and management services	90,530	89,207	87,068
Legal services	16,140	15,903	11,557
Audit services	10,700	7,550	10,400
Miscellaneous	2,765	4,202	3,641
Total operating expenses	$ 1,062,675	$ 775,779	$ 860,983

- Total operating expenses for fiscal year 2021 increased by $286,896 or 36.98% over fiscal year 2020. Total operating expenses for fiscal year 2020 decreased by $85,204 or 9.90% over fiscal year 2019.

- Repair and maintenance costs increased by $204,347 during fiscal year 2021. Projects included emergency runway pavement repairs, replacement of the terminal bi-fold door, fuel facility pavement improvements, perimeter fence vegetation removal and general airport maintenance. Repair and maintenance costs increased by $12,380 during fiscal year 2020. Projects included the construction of a gravel drive for airshow parking, perimeter fence vegetation removal and general airport maintenance.
- Snow removal and mowing cost increased by $21,731 during fiscal year 2021. The significant increase is due to the lack of snow and ice events in fiscal year 2020, which decreased by $15,963 when compared to fiscal year 2019.
- Airport planning and engineering costs increased by $8,247 in fiscal year 2021. Taxiway D Apron and Access Road Paving – Phase 2 and 3 projects started in fiscal year 2021 resulting in the increase in general engineering services. Airport planning and engineering costs decreased by $34,657 in fiscal year 2020. Several on-going projects were completed resulting in reduced costs for general engineering services.

Capital Assets and Debt Administration

Capital Assets. The Authority's capital assets, net of accumulated depreciation, as of June 30, 2021, amount to $17,451,089. Capital assets include land, construction in progress, buildings, infrastructure, and equipment and furniture. The total increase in the Authority's capital assets for the current fiscal year was $787,705 or 4.73%.

The following represents the Authority's summary of capital assets for the years ended June 30:

	2021	2020	2019
Land	$ 8,639,428	$ 8,639,428	$ 8,632,253
Construction in progress	2,088,807	3,274,611	873,693
Aviation museum	162,939	162,939	162,939
Equipment and furniture	60,466	60,466	60,466
Runway	9,303,406	9,303,406	9,303,406
Taxiway	5,095,024	3,451,883	3,451,883
Apron	2,025,438	2,025,438	2,025,438
T-hangars	2,558,484	2,558,484	2,558,484
Access roads	937,621	249,527	249,527
Taxiway (offset)	51,951	51,951	51,951
Terminal building	758,141	758,141	758,141
Parking lot	81,574	81,574	81,574
Runway lighting	872,945	872,945	872,945
Transmission line lighting	90,876	90,876	90,876
Perimeter fence	1,887,609	1,887,609	1,887,609
Drainage channel	203,559	-	-
Total	34,818,268	33,469,278	31,061,185
Less: accumulated depreciation	(17,367,179)	(16,805,894)	(16,283,721)
Net	$ 17,451,089	$ 16,663,384	$ 14,777,464

Major changes in capital assets during the fiscal year 2021 included the following:

- The Authority holds contracts for engineering and construction services for the Taxiway D Access Road and Utilities – Phase 2, Taxiway D Apron and Access Roadway Paving – Phase 2 and 3, and Runway 18/36 Rehabilitation projects. Construction in progress at June 30 was $2,088,807.
- Current year projects are ongoing with construction scheduled to minimize the disruption of airport operations. Projects that were completed and capitalized during the fiscal year include the Taxiway Rehabilitation and Reconstruction, Taxiway D Access Road and Utilities – Phase 1 and Drainage and Channel Improvements.
- Accumulated depreciation on capital assets increased by $561,285.

Major changes in capital assets during the fiscal year 2020 included the following:

- The Authority capitalized expenses in the amount of $7,175 related to the purchase of a parcel of land for the Protect Runway 18 Land Acquisition project.
- The Authority holds contracts for engineering and construction services for the Drainage and Channel Improvements, Taxiway D Access Road and Utilities – Phase 2, Taxiway Rehabilitation and Reconstruction, and Runway 18/36 Rehabilitation projects. Construction in progress at June 30 was $3,274,611.
- Current year projects are ongoing with construction scheduled to minimize the disruption of airport operations. No projects were completed and capitalized during the fiscal year.
- Accumulated depreciation on capital assets increased by $522,173.

Additional information on the Authority's capital assets can be found in the notes to the financial statements.

Long-Term Debt. During fiscal year 2021, the Authority paid off the total bonded debt outstanding of $395,000, issued by Polk County on behalf of the Authority. The Authority had total loan debt outstanding of $844,000 at the end of fiscal year 2021.

The Authority's total long-term debt decreased by $395,000 or 31.88% during fiscal year 2021 and $385,000 or 23.71% during fiscal year 2020 due to the repayment of bond and loan principal.

Additional information on the Authority's long-term debt can be found in the notes to the financial statements.

Budgetary Information

The Authority prepares an annual budget for all revenues and expenses. The budget is prepared on a modified accrual basis of accounting, which is an accounting method not in conformance with generally accepted accounting principles (GAAP). A budgetary comparison schedule and reconciliation to GAAP can be found in the supplementary information.

- Change in net position was less than budgeted by $186,980.
- Operating revenues were over budget by $99,985.

- Operating expenses were over budget by $38,314.

Development Initiatives

The Authority is in the process of constructing the Taxiway D Access Road and Utilities – Phase 2, Taxiway D Apron and Access Roadway Paving – Phase 2, and Runway 18/16 Rehabilitation projects. All are expected to be completed during fiscal year 2022. The Taxiway D Apron and Access Road Paving – Phase 3 and Reconstruct Runway 18/36 – Environmental Assessment and Preliminary Engineering are scheduled to begin in fiscal year 2022.

The Authority continues to explore available options for the future development of the airport, including additional box hangars in the Taxiway D apron expansion area and the extension of Runway 18.

Requests for Information

This financial report is designed to provide a general overview of the Authority's finances for all those with an interest in the Authority's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023.

Polk County Aviation Authority
Statements of Net Position
June 30, 2021 and 2020

	2021	2020
ASSETS		
Current assets		
Cash and cash equivalents	$ 2,533,882	$ 2,990,473
Accounts receivable	89,117	216,906
Prepaid expenses	12,071	5,675
	2,635,070	3,213,054
Noncurrent assets		
Construction in progress	2,088,807	3,274,611
Property and equipment	15,362,282	13,388,773
Other noncurrent assets	-	609,722
	17,451,089	17,273,106
Total assets	20,086,159	20,486,160
DEFERRED OUTFLOWS OF RESOURCES		
Advance refunding deferral - net of amortization of $357,087	-	14,584
Total assets and deferred outflows of resources	20,086,159	20,500,744
LIABILITIES AND NET POSITION		
Current liabilities		
Accounts payable	162,329	59,026
Retainage payable	34,620	56,323
Interest payable	-	658
Unearned revenue	22,134	26,191
Bonds payable	-	395,000
Premium (discount) on bonds payable	-	5,958
	219,083	543,156
Long-term debt		
Loans payable	844,000	844,000
	844,000	844,000
Total liabilities	1,063,083	1,387,156
Net position		
Net investment in capital assets	16,445,472	15,357,768
Unrestricted	2,577,604	3,755,820
Total net position	$ 19,023,076	$ 19,113,588

See accompanying notes to financial statements.

Polk County Aviation Authority
Statements of Revenues, Expenses and Changes in Net Position
For the Years Ended June 30, 2021 and 2020

	2021	2020
Operating revenues		
Member government assessments	$ 1,129,310	$ 1,045,825
Grant reimbursement	177,000	-
Lease and license fee income	198,817	194,151
Fuel fee income	45,168	31,772
Other revenue	6,768	21,852
Total operating revenues	1,557,063	1,293,600
Operating expenses		
Repairs and maintenance	230,786	26,439
Snow removal and mowing	66,043	44,312
Depreciation	561,285	522,173
Utilities	4,481	3,855
Insurance	33,978	24,418
Airport planning and engineering	45,967	37,720
Accounting and management services	90,530	89,207
Legal services	16,140	15,903
Audit services	10,700	7,550
Miscellaneous	2,765	4,202
Total operating expenses	1,062,675	775,779
Operating income	494,388	517,821
Nonoperating income (expense)		
Investment income	12,544	41,785
Amortization of bond premium (discount)	5,958	5,958
Interest expense	(21,826)	(30,868)
Disposal of capital assets	(613,833)	-
Change in net position before capital contributions	(122,769)	534,696
Grant reimbursements	32,257	1,904,189
Change in net position	(90,512)	2,438,885
Net position - beginning of year	19,113,588	16,674,703
Net position - end of year	$ 19,023,076	$ 19,113,588

See accompanying notes to financial statements.

Polk County Aviation Authority
Statements of Cash Flows
For the Years Ended June 30, 2021 and 2020

	2021	2020
Cash flows from operating activities:		
Member government assessments	$ 1,129,310	$ 1,045,825
Lease, fuel and other income	325,505	259,444
Grant proceeds received	92,000	-
Cash payments to suppliers for goods and services	(516,673)	(238,819)
Net cash provided by operating activities	1,030,142	1,066,450
Cash flows from capital and related financing activities:		
Outlay for property and equipment	(1,262,613)	(2,604,175)
Payment of bond principal	(395,000)	(385,000)
Payment of bond interest	(7,900)	(15,600)
Grant proceeds received	166,236	1,959,016
Net cash used in capital and related financing activities	(1,499,277)	(1,045,759)
Cash flows from noncapital financing activities:		
Outlay for other noncurrent assets	-	(42,072)
Net cash used in noncapital financing activities	-	(42,072)
Cash flows from investing activities:		
Investment income	12,544	41,785
Net increase (decrease) in cash and cash equivalents	(456,591)	20,404
Cash and cash equivalents at beginning of year	2,990,473	2,970,069
Cash and cash equivalents at end of year	$ 2,533,882	$ 2,990,473
Reconciliation of operating income to net cash provided by operating activities:		
Operating income	$ 494,388	$ 517,821
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Depreciation	561,285	522,173
(Increase) decrease in accounts receivable	(6,190)	4,471
(Increase) decrease in prepaid expenses	(6,396)	(19)
Increase (decrease) in accounts payable	(8,888)	14,806
Increase (decrease) in unearned revenue	(4,057)	7,198
Net cash provided by operating activities	$ 1,030,142	$ 1,066,450
Noncash capital and related financing activities:		
Property and equipment purchases included in accounts payable and retainage payable	$ 161,618	$ 75,240

See accompanying notes to financial statements.

Polk County Aviation Authority
Notes to the Financial Statements
June 30, 2021

Note 1 – Organization

The Polk County Aviation Authority was organized pursuant to the provisions of Chapter 330A of the Code of Iowa 1987. The Authority operates the Ankeny Regional Airport in Ankeny, Iowa on behalf of its member governments, the cities of Altoona, Ankeny, and Bondurant, and the unincorporated area of Polk County. Through a 28E agreement, each member government contributes an annual member assessment based on the assessed value of taxable property in its jurisdiction. The 28E agreements expired at the end of fiscal year 2021. The breakdown of member government assessments for the years ended June 30, 2021, and June 30, 2020, are as follows:

Member Government	2021 Assessment	2020 Assessment
City of Altoona	$ 148,595	$ 142,469
City of Ankeny	597,335	547,217
City of Bondurant	38,898	34,614
Unincorporated Polk County	344,482	321,525

The Board of Directors of the Authority consists of seven representatives of the member governments. Three representatives are appointed by the Polk County Board of Supervisors; two representatives are appointed by the mayor of Ankeny; one representative is appointed by the mayor of Altoona; and one representative is appointed by the mayor of Bondurant.

Note 2 – Summary of Significant Accounting Policies

The Authority prepares its financial statements using the economic resources measurement focus and the accrual basis of accounting.

The accounts of the Authority are organized as an enterprise fund. Enterprise funds are used to account for operations financed and operated in a manner similar to private business enterprises.

The Loan Revenue Maintenance Agreement between Polk County and the Authority requires the establishment of a *Revenue Fund* to account for all revenues derived from the services and facilities of the airport and a *Capital Reserve Fund* to account for the receipt of tax revenues levied by the member governments and for the payment of bond principal and interest. Both of these funds are reported as unrestricted net position on the statement of net position and may be used for payment of the costs of operation of the airport.

The Authority classifies bond proceeds and grant reimbursements as restricted net position on the statement of net position. These funds are used to pay for capital improvement projects, including administrative costs. Net position restricted by the Authority for airport improvement projects is $0 at June 30, 2021, and 2020. All restricted bond proceeds and grant reimbursements have been expended, therefore the local portion of capital improvement project costs after grant reimbursements is being funded through a transfer of unrestricted funds.

The Authority treats all bank accounts and certificates of deposits and all other investments with an original maturity of three months or less as cash equivalents for presentation in the statement of cash flows.

Accounts receivable consists primarily of charges for rentals or services and grant receivables from other governmental entities. Management believes that all receivables are collectible and therefore no allowance is recorded.

Unearned revenue reflects payments received on land leases and licenses prior to the date due. The account is adjusted to record revenue in the month of the rental period.

Capital assets are accounted for at historical cost. The cost of repair and maintenance is charged as an expense, while the cost of renewals or substantial betterments is capitalized. All assets capitalized by the Authority must have a useful life of two years or more and have a cost that exceeds the following minimum thresholds:

Asset Class	Amount
Infrastructure	$ 50,000
Other improvements	25,000
Buildings	25,000
Machinery and equipment	5,000
Furniture and fixtures	5,000
Land	0

Expenses related to the purchase of land have been capitalized. These include purchase price, appraisal fees, legal fees and crop loss payments.

Expenses relating to construction are capitalized as construction in progress. These costs are capitalized and depreciated when the asset is placed in service.

Other noncurrent assets consist of expenses relating to the development of assets for future disposal.

Depreciation is recorded using the straight-line method over the estimated useful life of the respective assets of five to twenty years.

Expenses relating to the premium or discount on bonds have been capitalized and are being amortized over the life of the bonds.

Advanced refunding deferrals are amortized as a component of interest expense using the straight-line method over the shorter of the remaining life of the original issue or the life of the new issue, and are reported as deferred outflows of resources in compliance with GASB Statement 65 requirements on the statement of net position.

The Authority's policy is to specifically identify which expenditures are paid from restricted funds when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

Operating income includes revenues and expenses related to the primary, continuing operations of the Authority. Principal operating revenues includes member government assessments and charges for rentals or services. Principal operating expenses are the costs of maintaining the airport and include administrative expenses and depreciation of capital assets. Grant revenues received for capital improvements, investment income and interest expenses are classified as non-operating in the financial statements.

The preparation of financial statements in accordance with generally accepted accounting principles requires the use of management's estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 3 – Cash and Investments

State law and the bond agreements limit the types of investments that may be used by the Authority. Authorized investments include direct obligations of the United States government and its agencies, certificates of deposit, commercial paper, repurchase agreements, open-end management investment companies registered with the Securities and Exchange Commission, and Iowa Public Agency Investment Trust. There are further restrictions related to the ratings of the investments authorized. The investment policy of the Authority does not address concentration of credit risk.

The Authority is part of a state collateral pool that insures funds held for government entities by financial institutions. All of the Authority's funds are held as deposit accounts in financial institutions.

Note 4 – Property and Equipment

Property and equipment activity for fiscal years 2021 and 2020 consists of the following:

	2020	Additions	Deletions	2021
Non-depreciable:				
Land	$ 8,639,428	$ -	$ -	$ 8,639,428
Depreciable:				
Aviation museum	162,939	-	-	162,939
Equipment and furniture	60,466	-	-	60,466
Runway	9,303,406	-	-	9,303,406
Taxiway	3,451,883	1,643,141	-	5,095,024
Apron	2,025,438	-	-	2,025,438
T-hangars	2,558,484	-	-	2,558,484
Access roads	249,527	688,094	-	937,621
Taxiway (offset)	51,951	-	-	51,951
Terminal building	758,141	-	-	758,141
Parking lot	81,574	-	-	81,574
Runway lighting	872,945	-	-	872,945
Transmission line lighting	90,876	-	-	90,876
Perimeter fence	1,887,609	-	-	1,887,609
Drainage channel	-	203,559	-	203,559
Total	30,194,667	2,534,794	-	32,729,461
Accumulated depreciation	16,805,894	561,285	-	17,367,179
Net	$ 13,388,773	$1,973,509	$ -	$ 15,362,282

	2019	Additions	Deletions	2020
Non-depreciable:				
Land	$ 8,632,253	$ 7,175	$ -	$ 8,639,428
Depreciable:				
Aviation museum	162,939	-	-	162,939
Equipment and furniture	60,466	-	-	60,466
Runway	9,303,406	-	-	9,303,406
Taxiway	3,451,883	-	-	3,451,883
Apron	2,025,438	-	-	2,025,438
T-hangars	2,558,484	-	-	2,558,484
Access roads	249,527	-	-	249,527
Taxiway (offset)	51,951	-	-	51,951
Terminal building	758,141	-	-	758,141
Parking lot	81,574	-	-	81,574
Runway lighting	872,945	-	-	872,945
Transmission line lighting	90,876	-	-	90,876
Perimeter fence	1,887,609	-	-	1,887,609
Total	30,187,492	7,175	-	30,194,667
Accumulated depreciation	16,283,721	522,173	-	16,805,894
Net	$ 13,903,771	$ (514,998)	$ -	$ 13,388,773

Note 5 – Construction in Progress and Commitments

Construction in progress activity for fiscal years 2021 and 2020 consists of the following:

	2020	Additions	Deletions	2021
Non-depreciable:				
Construction in progress	$ 3,274,611	$ 1,334,184	$ 2,519,989	$ 2,088,807

	2019	Additions	Deletions	2020
Non-depreciable:				
Construction in progress	$ 873,693	$ 2,400,918	$ -	$ 3,274,611

The Authority has contracted for engineering services in the amount of $155,120 and construction services in the amount of $574,834, and material quality control services in the amount of $2,950 for the Taxiway D Access Road and Utilities – Phase 2 project.

The Authority has contracted for engineering services in the amount of $86,000 and construction services in the amount of $597,372 for the Taxiway D Apron and Access Road Paving – Phase 2 project.

The Authority has contracted for engineering services in the amount of $54,300 for the Taxiway D Apron and Access Road Paving – Phase 3 project.

The Authority has contracted for engineering services in the amount of $140,070 and construction services in the amount of $582,233, and material quality control services in the amount of $6,646 for the Runway 18/36 Rehabilitation project.

Note 6 – Long-Term Debt

In July 2004, Polk County issued General Obligation Capital Loan Notes, Series 2004B and 2004C, on behalf of the Authority. The Series 2004B notes, in the amount of $2,990,000 with interest rates ranging from 4.75% to 5.25%, were issued to advance refund the 1998 and 2000 revenue bonds. The Series 2004C notes, in the amount of $1,250,000 with interest rates ranging from 4.75% to 5.25%, were issued to fund capital improvements. As a result, the 1998 and 2000 revenue bonds are considered to be defeased and the liability for those bonds has been removed from the liabilities of the Authority. The advance refunding resulted in a difference between the reacquisition price and the net carrying amount of the refunded debt of $357,087 which is shown net of accumulated amortization in the accompanying financial statements as a deferred outflow of resources.

In May 2014, Polk County issued General Obligation Capital Loan Notes, Series 2014A, in the amount of $2,525,000 with interest rates ranging from 1.50% to 2.00%, on behalf of the Authority. The proceeds of the Series 2014A notes were used to current refund the 2004B and 2004C notes in the amount of $2,510,000. The current refunding was done to reduce the aggregate debt service payment by $355,962 over the next seven years and obtain an economic gain (difference between the present values of the old and new debt service payments) of $338,672. The Authority entered into a loan and revenue maintenance agreement with Polk County to repay the debt and all related costs of the bond issuance. The notes are secured by the full faith and credit of the Authority and Polk County. As of June 30, 2021, the Authority had no outstanding bonds payable.

Interest incurred on the notes for the years ended June 30, 2021, and 2020 was $8,558 and $16,242 respectively. Interest expense includes amortization of the advance refunding deferral of $14,584 for the year.

The Authority entered into two unsecured, no-interest loan agreements with Polk County in the amount of $844,000 and $730,000, in July 2017 and July 2016 respectively, for the purchase of two parcels of land for the Protect Runway 18 Land Acquisition project. The land acquisitions will permit the future extension of the main runway which will enhance the ability of the airport to handle more air traffic, allow larger planes to utilize the airport and serve as an economic boost to central Iowa. During fiscal year 2019, the Authority repaid the July 2016 loan agreement with Polk County in the amount of $730,000. The remaining loan is due on or before July 7, 2023.

Long-term debt activity for fiscal years 2021 and 2020 consists of the following:

	2020	Additions	Deletions	2021
Bonds payable	$ 395,000	$ -	$ 395,000	$ -
Loans payable	844,000	-	-	844,000
	$ 1,239,000	$ -	$ 395,000	$ 844,000

	2019	Additions	Deletions	2020
Bonds payable	$ 780,000	$ -	$ 385,000	$ 395,000
Loans payable	844,000	-	-	844,000
	$ 1,624,000	$ -	$ 385,000	$ 1,239,000

Note 7 – Risk Management

The Polk County Aviation Authority is exposed to various risks of loss related to torts, theft, damage to and destruction of assets, errors and omissions, environmental issues and natural disasters. These risks are covered by commercial insurance coverage. The Authority assumes liability for any deductibles and claims in excess of coverage limitations.

Note 8 – Related Party Transactions

Management and accounting services are performed by the City of Ankeny, a member government. Amounts paid for these services are reflected in the offsite management services and postage and office supplies expense line items. Invoices payable to the City totaling $19,262 is included in accounts payable at June 30, 2021.

The City of Ankeny is sponsor to a Revitalize Iowa's Sound Economy (RISE) grant for construction of the SE Convenience Boulevard Extension project. This project will facilitate the disposal of an excess parcel of land owned by the Authority. An agreement between the City and the Authority stipulates that the Authority will reimburse the City for all costs and expenses not reimbursed by the grant. Expenses for the current period are $4,111.

The Authority entered into a listing agreement with Denny Elwell Company, LLC (Broker) as the exclusive agent to sell the excess parcel of land owned by the Authority. The Broker appointed an agent to represent the Authority in the sale of the property. The appointed agent is a board member of the Authority. The agreement is for a term of one year and may be cancelled by either party after six months.

The Authority has contracted with the Exec 1 Aviation, the Fixed Base Operator (FBO), to provide on-site management services of the airport premises. Under this agreement, the FBO serves as the leasing agent for all T-hangars, garages and tie-down spaces, collecting rent in return for performing day-to-day maintenance, customer service duties and payment of the utilities for the leased buildings. In addition, the Authority pays the FBO $5,000 per month to perform other specified maintenance duties including daily inspections, runway light repair labor, mowing services, and a portion of the snow and ice removal services. The Authority continues to be responsible for maintenance of the runways and farm grounds, the perimeter fence and major structural repairs to the buildings. A $5,000 invoice payable to Exec 1 Aviation is included in accounts payable at June 30, 2021.

Polk County has issued loans to the Authority and bonds on behalf of the Authority as described in Note 6.

The Authority rents 9.85 acres of land to a board member at $50 per acre for hay crops.

Note 9 – Other Agreements

The Authority maintains several lease and license agreements with Central Iowa Aviation, LLC, the parent company of Exec 1 Aviation. These agreements are as follows:

Fixed Base Operator Agreement – through December 31, 2028 with two five-year options; $4,900 per year license fee to be adjusted each five years beginning in calendar year 2020 by the average Consumer Price Index for the previous five years; and $0.09 per gallon fuel flowage fee to be renegotiated each five years beginning in calendar year 2014.

Military Aviation Heritage Museum Land License Agreement – through December 31, 2028 with two five-year options; $1.00 per year license fee.

North Hangar Land License Agreement – through December 31, 2028 with two five-year options; $0.242 per square foot per year license fee based on 17,000 square feet, payable quarterly. Rental is subject to annual adjustment based on the percentage increase or decrease of the Consumer Price Index for the United States City Average.

FAA Building Land License Agreement – through December 31, 2038 with two five-year options; $500 per month license fee to be renegotiated each five years.

Terminal Building Lease – through December 31, 2028; rental is $3,000 per month plus 40% of the excess over $5,200 received by the Tenant for hangar and office rental.

Maintenance Facility Land License Agreement – through December 31, 2028 with two five-year options; no license fee.

South Hangar Land License Agreement – through December 31, 2028 with two five-year options; no license fee.

Note 10 – Subsequent Events

Effective July 1, 2021, the City of Ankeny and Polk County approved an Amended and Restated 28E Agreement for the continuation of the Polk County Aviation Authority. The cities of Altoona and Bondurant opted to withdraw from the Authority.

In September 2021, the Authority approved the execution of Task Order No. 10 with McClure Engineering Company to provide construction inspection services on the Taxiway D Apron and Access Roadway Paving – Phase 3 project for an amount not to exceed $48,450.

In September 2021, the Authority awarded the construction contract for the Taxiway D Apron and Access Roadway Paving – Phase 3 project to Concrete Technologies in the amount of $633,741.

In October 2021, the Authority approved the execution of an agreement with HDR Engineering to provide an Aeronautical Forecast to facilitate future improvements to Runway 18/36 in the amount of $27,400.

In November 2021, the Authority held a public hearing and approved Resolution 2021-41 making a final determination on the potential sale of real estate property and authorizing the execution of a purchase agreement by and between the Polk County Aviation Authority and ATI Capital, LLC.

Supplementary Information

Polk County Aviation Authority
Budgetary Comparison Schedule
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Over/(Under) Budget
Operating revenues				
Member government assessments	$ 1,128,576	$ 1,129,310	$ 1,129,310	$ -
Lease and license fee income	197,000	198,000	198,817	817
Fuel fee income	30,000	38,000	45,168	7,168
FAA grant reimbursement	-	-	92,000	92,000
State grant reimbursement	-	85,000	85,000	-
Other revenue	-	6,768	6,768	-
Total operating revenues	1,355,576	1,457,078	1,557,063	99,985
Operating expenses				
Offsite management services	31,100	30,700	30,530	(170)
Postage and office supplies	200	200	56	(144)
Onsite management services	60,000	60,000	60,000	-
Advertising and promotion	800	800	224	(576)
Publications	3,100	2,600	2,183	(417)
Conferences and seminars	3,500	3,500	175	(3,325)
Legal services	16,800	16,800	16,140	(660)
Audit services	10,700	10,700	10,700	-
General insurance	5,200	5,800	5,705	(95)
Property insurance	19,100	27,000	26,918	(82)
Public officials' insurance	1,500	1,400	1,355	(45)
Snow removal and mowing	75,000	79,000	66,043	(12,957)
Repairs and maintenance (general)	63,000	239,000	230,786	(8,214)
Utilities	5,600	4,100	4,481	381
Airport planning and engineering	46,000	62,000	45,967	(16,033)
Miscellaneous	100	100	128	28
Environmental assessment	150,000	-	-	-
Taxiway D access road and utilities	635,139	1,152,711	1,177,967	25,256
Taxiway rehabilitation and reconstruction	-	14,806	59,048	44,242
Runway rehabilitation and reconstruction	-	3,106	29,710	26,604
SE Convenience Boulevard extension	-	625,201	609,722	(15,479)
Parking pavement rehabilitation	208,750	-	-	-
Total operating expenses	1,335,589	2,339,524	2,377,838	38,314
Other income				
Investment income	36,000	10,000	12,544	2,544
FAA grant reimbursement	135,000	284,110	32,257	(251,853)
State grant reimbursement	285,813	-	-	-
Total other income	456,813	294,110	44,801	(249,309)
Other expenses				
Bond/loan principal	1,239,000	395,000	395,000	-
Bond/loan interest	7,900	7,900	7,242	(658)
Total other expenses	1,246,900	402,900	402,242	(658)
Change in net position	(770,100)	(991,236)	(1,178,216)	(186,980)
Net position – beginning of year	2,374,291	3,755,820	3,755,820	-
Net position – end of year	$ 1,604,191	$ 2,764,584	$ 2,577,604	$ (186,980)

Polk County Aviation Authority
Explanation of Differences Between Budgetary
Basis and GAAP Basis Revenues and Expenses
For the Year Ended June 30, 2021

Ordinary and other income:

Actual amount of ordinary income and other income on a budgetary basis from the budgetary comparison schedule	$	1,601,864
Total GAAP basis ordinary and other income	$	1,601,864

Ordinary and other expenses:

Actual amount of ordinary expenses and other expenses on a budgetary basis from the budgetary comparison schedule	$	2,780,080
Bond principal payments are recorded as an expenditure on a budgetary basis, but are not expensed on a GAAP basis		(395,000)
Bond premiums and discounts are not recorded on a budgetary basis, but these are recorded and amortized under GAAP		8,625
Depreciation and losses on fixed assets are not reported on a budgetary basis, but are recorded on a GAAP basis		561,285
Purchases of capital assets are reported as an expense on a budget basis, but are capitalized and depreciated on a GAAP basis		(1,876,447)
Purchases of noncurrent assets are reported as an expense on a budget basis, but are recorded as other noncurrent assets on a GAAP basis		613,833
Total GAAP basis ordinary and other expenses	$	1,692,376

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Polk County Aviation Authority
Ankeny, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Polk County Aviation Authority (the Authority) as of and for the year then ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated December 10, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Comments involving statutory and other legal matters about the Authority's operations for the year ended June 30, 2021 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the Authority and are reported in Part II of the accompanying schedule of findings and responses. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Dubuque, Iowa
December 10, 2021

Part I: Findings Related to the Financial Statements:

There were no findings to report.

Part II: Other Findings Related to Required Statutory Reporting

2021-IA-A **Questionable Expenditures** – We noted no expenditures that we believe may not meet the requirements of public purpose as defined in an Attorney General's opinion dated April 25, 1979.

2021-IA-B **Travel Expense** – No expenditures of Authority money for travel expenses of spouses of Authority officials or employees were noted.

2021-IA-C **Business Transactions** – Business transactions between the Authority and Authority officials and/or employees are detailed as follows

Name, Title, and Business Connection	Transaction Description	Amount
Jeff Wangsness, Board Member	Land Rent Revenue	$ 493

The land lease to the Board Member is approved on an annual basis by the Authority's Board of Directors.

2021-IA-D **Restricted Donor Activity** – No transactions were noted between the Authority, Authority officials, Authority employees and restricted donors in compliance with Chapter 68B of the Code of Iowa.

2021-IA-E **Bond Coverage** – Surety bond coverage of Authority officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure the coverage is adequate for current operations.

2021-IA-F **Board Minutes** – No transactions were found that we believe should have been approved in the Board minutes but were not.

2021-IA-G **Deposits and Investments** – No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the Authority's investment policy were noted.

Ankeny Regional
AIRPORT
Central Iowa's Business Connection

Polk County Aviation Authority ▪ 410 West First Street ▪ Ankeny, IA 50023

Phone: (515) 965-6423 ▪ Fax: (515) 965-6416

Ankeny Regional AIRPORT
Central Iowa's Business Connection

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to Approve ATI Group Petition to Rezone Property.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
ATI Group
Exhibit 1
Exhibit 2

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:
See Exhibit

request that said real estate be rezoned from its present classification of LDR to M-1 for the purpose of allowing the following use(s):

___

___

___

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from LDR to M-1.

Parcel owner(s) signatures

(owner name) (Signature)

(owner name) (Signature)

Parcel owners within 250' of the above tract:

Property Owner: Jeff & Shelly Wangsness & Clarence & Carol Rail
Address: 4780 SE Four Mile Dr. Ankeny IA 50021
Signature: ___ Date: ___
Printed Name: ___ Title: ___

Property Owner: ___
Address: ___
Signature: ___ Date: ___
Printed Name: ___ Title: ___

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:
See Exhibit

request that said real estate be rezoned from its present classification of LDR to M-1 for the purpose of allowing the following use(s):

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___

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Parcel owner(s) signatures

(owner name) (Signature)

(owner name) (Signature)

Parcel owners within 250' of the above tract:

Property Owner: Tyler & Samantha Wangsness
Address: 7225 NE 29th Street Ankeny IA 50021
Signature: Date:
Printed Name: Title:

Property Owner:
Address:
Signature: Date:
Printed Name: Title:

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:
See Exhibit

request that said real estate be rezoned from its present classification of LDR to M-1 for the purpose of allowing the following use(s):

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Parcel owner(s) signatures

__________________________ __________________________
(owner name) (Signature)

__________________________ __________________________
(owner name) (Signature)

Parcel owners within 250' of the above tract:

Property Owner: Polk County Aviation Authority
Address: 410 W. 1st Street Ankeny IA 50021
Signature: ____________________ Date: ______________
Printed Name: ____________________ Title: ______________

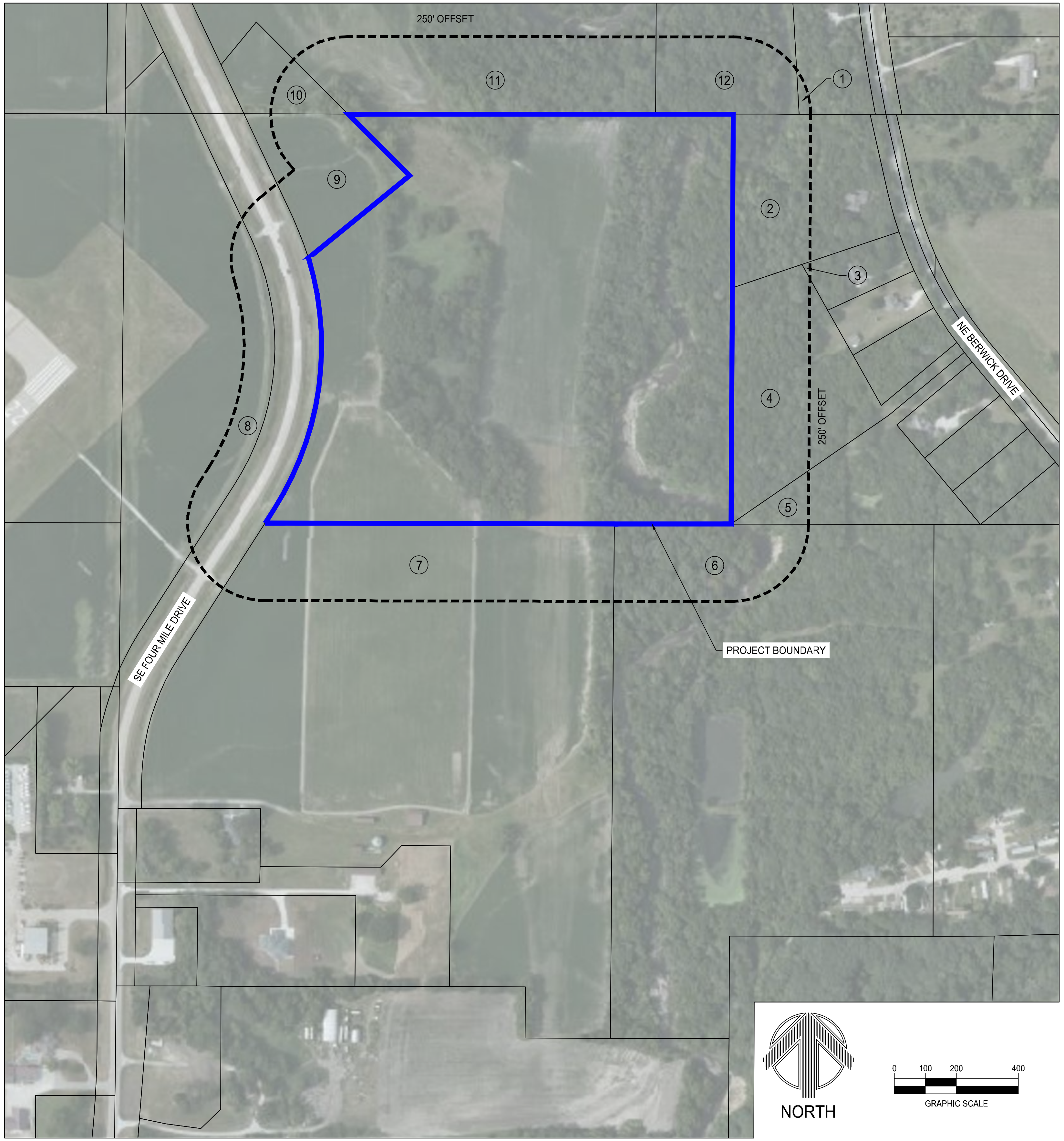
Property Owner: ____________________________________
Address: ____________________________________
Signature: ____________________ Date: ______________
Printed Name: ____________________ Title: ______________

Rezoning Exhibit

FOR

ANKENY INDUSTRIAL

Ankeny, Iowa



Owner

RMJ FARMS LLC
465 STATE STREET
GARNER, IA 50438

Applicant

ATI GROUP LLC
1615 SW MAIN STREET
SUITE #207
ANKENY, IA 50023

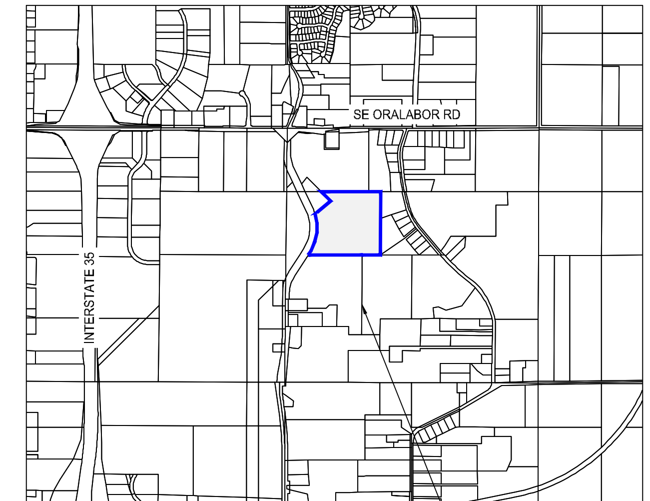
Engineer

McClure Engineering Company
1360 NW 121st Street
Clive, IA 50325

Zoning

Existing - LDR (39.91± acres)

Proposed - M-1 (39.91± acres)



Vicinity Sketch
Scale: 1" = 2,000'

PRELIMINARY

Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Michael & Justin Schwarz	BEG SE COR THN W 280.67F N 396.19F E 244.16F SELY 400.08F TO POB PRT E 27.5A N 1/2 NW 1/4 LYG W OF CL NE BERWICK DR LESS .293A RD SEC 32-80-23	8023-32-126-008	7630 NE Berwick Dr | Ankeny, IA 50021	89,602 sf	3,862 sf	0.3%
2	Andrew & Rhonda Swwanson	Lot 10 Oakwood Heights	8023-32-176-001	7560 NE Berwick Dr | Ankeny, IA 50021	233,177 sf	129,597 sf	9.2%
3	Derek & Elizabeth Peterson	Lot 9 Oakwood Heights	8023-32-176-003	7534 NE Berwick Dr | Ankeny, Iowa 50021	48,046 sf	692 sf	0.0%
4	Tyler Thomas	Lot 6 Oakwood Heights	8023-32-176-002	1211 NE 31st St | Ankeny, IA 50021	269,723 sf	178,664 sf	12.7%
5	Bradley & Brian Johnson	Lot 5 Oakwood Heights	8023-32-176-006	7470 NW Berwick Dr | Ankeny, IA 50021	154,507 sf	21,786 sf	1.6%
6	Tyler Investmany Company Inc	EX W 275 F- NE 1/4 SW 1/4 & N 1/2 NW 1/4 SE 1/4 SW 1/4 SEC 32-80-23	8023-32-300-005	1211 NE 31st St | Ankeny, IA 50021	1,506,304 sf	143,294 sf	10.2%
7	RMJ Farms LLC	EX W OF LN BEG 719.24F E OF NW COR SW 1/4 NW 1/4 THN SE 350F SW 420.44F SWLY 846.64F SW 556.03F SWLY 420.5F S 89.1F TO A PT 920.9F S & 74.86F E OF W 1/4 COR- & -EX S235F N 1156F E400F W 460F- & -EX BEG 1156F S OF NW COR THN E 460F N 51F E 388.84F NE97.51F E158F S453.16F W1074.58F N 330.3F TO POB- N 45A W1/2 SW1/4& W275F N1650F E 1/2 SW 1/4 LESS RD SEC 32-80-23	8023-32-300-011	465 STATE ST | GARNER, IA 50438	1,694,048 sf	299,442 sf	21.4%
8	Polk County Aviation Authority	BEG W 1/4 COR THN N 1319.48F E 217.53F SE 440.97F SWLY 834.44F SW 566.03F SWLY 134.45F TO WLN NW 1/4 SW 1/4 N 471.65F TO POB W 1/2 SEC 32-80-23	8023-32-152-001	410 W 1st St | Ankeny, IA 50021	593,078 sf	98,759 sf	7.0%
9	Polk County Aviation Authority	COM W 1/4 COR THN N 695F NE 953.3F SE 69.31F TO N LN SW 1/4 NW 1/4 & BEG THN SE280.69F SW 420.44F NWLY 139.52F NW 370.1F E 335.81F TO POB SW 1/4 NW 1/4 SEC 32-80-23	8023-32-151-002	410 W 1st St | Ankeny, IA 50021	134,648 sf	121,076 sf	8.6%
10	Polk County Aviation Authority	COM W 1/4 COR THN N 695F NE 953.3F NW 350F TO BEG THN SE 419.31F TO S LN N 1/2 NW 1/4 W 335.81F NW 174.32F NE 179.89F TO POB N 1/2 NW 1/4 SEC 32-80-23	8023-32-101-007	410 W 1st St | Ankeny, IA 50021	63,992 sf	24,572 sf	1.8%
11	Kathryn M Zimmer and Robert M Johnson (Trustee) and Robert M Johnson (Trust)	EX W OF LN BEG 300F S & 103.57F NW OF NW COR THN S 272.67F SELY 339.97F SE 365.34F NE 179.89F SE 419.31F TO A PT 719.24F E OF SW COR- & -EX BEG 239.03F E & 77.22F S OF NW COR THN SE 290.17F SW 105.77F NW 82.87F WLY 118.05F NE 22.88F TO POB- & -EX N OF LN BEG 300F S OF NW COR THN NE 328.79F SE 501.75F NE 66.6F N 60F NE 280F S 80F NE 622.51F TO PT 80F S OF NE COR & 2.15A CEMETERY & PARCEL N CORR BK 10143 PG 859- W 52.5A N 1/2 NW 1/4 SEC 32-80-23	8023-32-101-006	110 NW Kline St | Ankeny, IA 50023	1,710,278 sf	272,575 sf	19.4%
12	Michael & Heidi Wintermote	Lot 7 Oakland Timber Estates	8023-32-126-001	3225 NE 78th Ave | Ankeny, IA 50021	459,993 sf	107,643 sf	7.7%

ZONING TABLE NOTES:
1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY ASSESSOR
3) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA

Rezoning Area Description

The Southwest ¼ of the Northwest ¼; and the West 20 acres of the Southeast ¼ of the Northwest ¼ of Section 32, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa; AND EXCEPT legally established highways; all of the above being in Section 32, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa.

McCLURE™ ENGINEERING Co.
building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

REZONING EXHIBIT

NORTH

ANKENY INDUSTRIAL
SITE PLAN

ANKENY, IOWA

TBD

AUGUST 31, 2021

REVISIONS

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ENGINEER T. SMITH	DRAWN BY TLS
CHECKED BY C. SMITH	FIELD BOOK NO. .
DRAWING NO. 1	SHEET NO. 1 / 1

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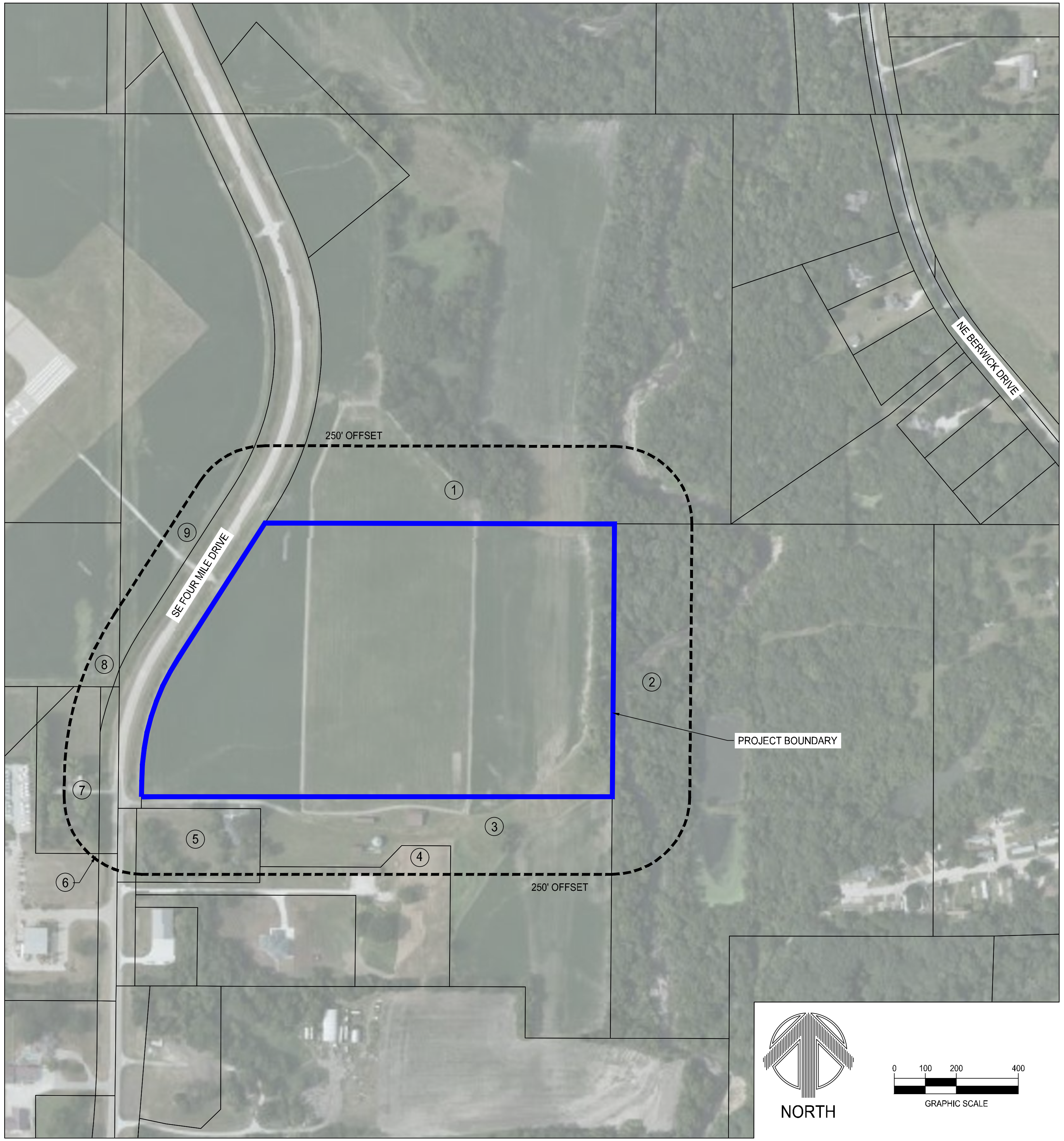
Rezoning Exhibit

FOR

ANKENY INDUSTRIAL

Ankeny, Iowa



Owner

RMJ FARMS LLC
465 STATE STREET
GARNER, IA 50438

Applicant

ATI GROUP LLC
1615 SW MAIN STREET
SUITE #207
ANKENY, IA 50023

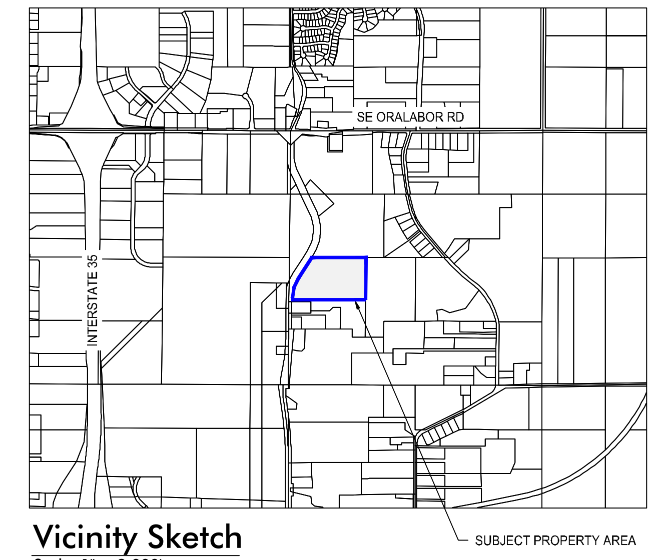
Engineer

McClure Engineering Company
1360 NW 121st Street
Clive, IA 50325

Zoning

Existing - LDR (39.91± acres)

Proposed - M-1 (39.91± acres)



Vicinity Sketch
Scale: 1" = 2,000'

PRELIMINARY

Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	RMJ Farms LLC	EX W OF LN BEG 719.24F E OF NW COR SW 1/4 NW 1/4 THN SE 350F SW 420.44F SWLY 846.64F SW 556.03F SWLY 420.5F S 89.1F TO A PT 920.9F S & 74.86F E OF W 1/4 COR- W 60A S 1/2 NW 1/4 SEC 32-80-23	8023-32-151-003	465 State ST | Garner, IA 50438	1,738,480 sf	313,101 sf	28.3%
2	Tyler Investmany Company Inc	EX W 275 F- NE 1/4 SW 1/4 & N 1/2 NW 1/4 SE 1/4 SW 1/4 SEC 32-80-23	8023-32-300-005	1211 NE 31st St | Ankeny, IA 50021	1,506,304 sf	269,586 sf	24.3%
3	Jeffrey & Shelly Wangsness and Clarence & Carol Rail	Lot 1 Wangsness Plat 2	8023-32-351-005	4780 SE Four Mile Dr | Ankeny, IA 50021	1,548,315 sf	271,238 sf	24.5%
4	Tyler & Samantha Wangsness	Lot 1 Wangsness Plat 1	8023-32-351-001	7225 NE 29th Street | Ankeny, IA 50021	174,401 sf	27,826 sf	2.5%
5	Richard & Diana Latch	S 235F N 1156F E 400F W 460F N 45A W 1/2 SW 1/4 SEC 32-80-23	8023-32-300-002	7245 NE 29th ST | Ankeny, IA 50021	93,654 sf	84,798 sf	7.7%
6	Penta Partners LLC	LT 1 Spreitzer Property Plat 1	8023-31-400-032	7300 Westown Parkway, Suite 310 | West Des Moines, IA 50266	314,308 sf	468 sf	0.0%
7	Lloyd D Linn	EX COM E 1/4 COR THN S 521 26F TO BEG THN S 538.03F W 60F N 291.18F NELY 152.78F ALNG CRV E 19.89F TO POB- & -EX BEG 521.19F S & 145.67F W OF NE COR THN SW 169.24F N 119.83F E 118.33F TO POB- N 538F S 800.03F E 264F NE 1/4 SE 1/4 LESS .06A RD EAS SEC 31-80-23	8023-31-400-033	309 Court Ave, STE 500 | Des Moines, IA 50309	102,670 sf	52,817 sf	4.8%
8	Polk County Aviation Authority	EX S 2120.85F E813.52F- & -EX .01A TRI PC COM E 1/4 COR SEC 31 THN 471.65F TO POB THN S 49.61F TO TO NE COR PARCEL G BK 7520 PG 595 THN W 19.89F THN NELY ALNG CRV 53.63F TO POB- SE 1/4 SEC 31-80-23	8023-31-400-034	410 W 1st St | Ankeny, IA 50021	5,256,167 sf	18,621 sf	1.7%
9	Polk County Aviation Authority	BEG W 1/4 COR THN N 1319.48F E 217.53F SE 440.87F SWLY 834.44F SW 566.03F SWLY 134.45F TO W LN NW 1/4 SW 1/4 N 471.65F TO POB W 1/2 SEC 32-80-23	8023-32-152-001	410 W 1st St | Ankeny, IA 50021	593,078 sf	69,143 sf	6.2%

Rezoning Area Description

PARCEL 2021-228 - LEGAL DESCRIPTION

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32; THENCE NORTH 89°59'32" WEST ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1033.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°23'47" WEST, 880.99 FEET; THENCE NORTH 89°59'32" WEST, 1510.90 FEET TO THE EAST RIGHT OF WAY AS SHOWN IN THE ACQUISITION PLAT RECORDED IN BOOK 13479 PAGE 477-545; THENCE NORTH 00°42'34" EAST ALONG SAID EAST RIGHT OF WAY, 49.17 FEET; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 755.00 FEET, WHOSE ARC LENGTH IS 420.50 FEET AND WHOSE CHORD BEARS NORTH 16°33'49" EAST, 415.09 FEET; THENCE NORTH 32°31'09" EAST ALONG SAID EAST RIGHT OF WAY, 514.56 FEET TO THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 89°59'32" EAST ALONG SAID NORTH LINE, 1121.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.70 ACRES THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ZONING TABLE NOTES:

1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY ASSESSOR
3) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA

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McCLURE™ ENGINEERING Co.

building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

REZONING EXHIBIT

NORTH

ANKENY INDUSTRIAL
SITE PLAN

ANKENY, IOWA
TBD
AUGUST 31, 2021
REVISIONS

ENGINEER	DRAWN BY
T. SMITH	TLS
CHECKED BY	FIELD BOOK NO.
C. SMITH	.
DRAWING NO.	SHEET NO.
1	1 / 1

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve termination of Farm Lease with Bob Barnes/I-80 Farms.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Correspondence

Good Afternoon. I did, and hope you did also! I see no reason that we can't let Bob out of the Lease. I think we put it on the Agenda for the next meeting as a "Motion to approve termination of Farm Lease with Bob Barnes/I-80 Farms". By copy of this email to Nick I am asking that he makes sure it gets on the Agenda. Then in February we can approve a new lease with whoever will be farming it. Amy.

Amy S. Beattie

BRICK GENTRY PC
We put clients first.

BRICK GENTRY PC
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
T: 515-274-1450
F: 515-274-1488

From: Jeff Wangsness <jwangsness@citrucking.com>
Date: Monday, December 27, 2021 at 1:58 PM
To: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Subject: I-80 farms

Amy, hope you had a good Christmas. Bob Barnes with I-80 farms called and asked if I would look into them getting out of the lease for the small piece they farmed as part of the justice ground we took for Four Mile Dr. relocation. They were informed by the new owners that they would not be able to farm the bigger piece next year so they can't justify pulling in for such a small piece. I'm not sure it makes sense for me to rent it at the full rate for just hay unless I can work something out with the owner to till up and put hay on some ground that's adjacent but hasn't had any crop on it for years. I'm pretty sure if it doesn't work out for me, the guy that is going to farm the Justice piece will lease it again. Either way, you don't see a problem with letting I-80 farms out of their lease do you?

Jeff Wangsness
President
JMT Trucking
jw@citrucking.com
Office: (515) 262-8096
Cell: (515) 480-1094
www.jmttrucking.com

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of a land lease with Johnson Bros of Ankeny LTD

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
🗋 Lease
🗋 Resolution

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Polk County Aviation Authority ("Landlord"), whose address for the purpose of this Lease is 410 West 1st Street, Ankeny, IA 50021 and Johnson Bros. of Ankeny, Ltd. ("Tenant"), whose address for the purpose of this Lease is 3625 NW Ash Drive, Ankeny, IA 50023.

THE PARTIES AGREE AS FOLLOWS:

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

   To be determined and mutually agreed upon between the Landlord and Tenant. Acres will be determined by planter monitor for the first one-half of the rent. Adjustments will be made using GPS acreage from combine yield mapping system for the final payment.

   and containing (to be determined) total acres, more or less, with possession by Tenant for a term of 1 year(s) to commence on March 1, 2022, and end on February 28, 2023. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.
2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):
   Total annual cash rent of $275.00 per acre payable, unless otherwise agreed, as follows: first one-half on 1st of July, 2022, second one-half on 1st of December, 2022; All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.
3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in

cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

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

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

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

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

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

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

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

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

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

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

of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

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

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

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

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

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may (not) be disposed of on the premises. Dead livestock may (not) be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

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

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

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

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

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

DATED: 12-20-21.

TENANT:

Johnson Bros. of Ankeny, Ltd.

Johnson Bros of Ankeny, LTD
Bruce L Johnson (PRES)

Bruce L. Johnson, President

LANDLORD:

Polk County Aviation Authority

Jeff Wangsness, Chairman

ATTEST:

Todd Ashby, Secretary

RESOLUTION 2022 –

A RESOLUTION AUTHORIZING THE EXECUTION OF A LAND LEASE WITH JOHNSON BROS OF ANKENY LTD.

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which Johnson Bros of Ankeny LTD 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 Johnson Bros of Ankeny LTD.

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

Dated the 6th day of January, 2022.

____
Todd Ashby, Acting Chairperson

ATTEST:

____
Dr. Paul Novak, Treasurer

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	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
2022 Leases List

RESOLUTION 2022-03

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 6th day of January 2022

POLK COUNTY AVIATION AUTHORITY

____
Todd Ashby, Acting Chairperson
Polk County Aviation Authority

____
Diane Klemme, Recording Secretary

Customer Type	Hangar #	Active Status	Company	City	State	Airplane Make	Airplane Type	% Time @ IKV
To be approved at the January 6, 2022, PCAA Board Meeting								
Garage	A-NW	Active	Dave Kalwishky	Des Moines	IA			
Garage	B-NW	Active	Iowa Military Aviation Heritage Museum	Ankeny	IA			
Garage	B-SE	Active	Dennis Murphy	Urbandale	IA			
Garage	C-SE	Active	Forest Hills Development Corp	Urbandale	IA			
Garage	D-NW	Active	Dr. Paul Novak	Des Moines	IA			
Garage	D-SE	Active	Jordon Elwell	Ankeny	IA			
Garage	E-NW	Active	Exec 1 Aviation	Ankeny	IA			
Garage	E-SE	Active	Robert L. Clark Jr.	Johnston	IA			
Garage	F-NW	Active	Dr. Paul Novak	Des Moines	IA			
Garage	H-NW	Active	Dianne Cooper	Des Moines	IA			
Garage	H-SE	Active	Marc Broer	Des Moines	IA			
Garage	I-NW	Active	Ken Anderson	Ankeny	IA			
Garage	I-SE	Active	Dr. Paul Novak	Des Moines	IA			
Garage	J-NW	Active	Dennis Elwell	Ankeny	IA			
Garage	J-SE	Active	Iowa Military Aviation Heritage Museum	Ankeny	IA			
Hangar	A-01	Active	Curtis Broek	Urbandale	IA	1959 Beechcraft K35	Single-engine	100%
Hangar	A-02	Active	Don Meyer	Urbandale	IA	1998 American Champions 7ECA	Single engine	80%
Hangar	A-03	Moved	Blue Sky Flying Club	Des Moines	IA	1979 Piper PA28-181	Single-engine	100%
Hangar	A-04	Active	Larry J. Coppola	West Des Moines	IA	Bonanza G35	Single-engine	100%
Hangar	A-05	Active	All Energy Corporation	Urbandale	IA	2006 Cirrus SR22-G2	Single-engine	5%
Hangar	A-07	Active	Ron Yanish	Goodland	FL	2004 Cirrus SR22-G2	Single-engine	45%
Hangar	A-08	Active	Stardust Ag - Clifford Crowl	Altoona	IA	1967 Beechcraft A23-24	Single-engine	40%
Hanger	A-09	Active	On Final Flying, LLC	Altoona	IA	1973 Cessna 182P	Single-engine	100%
Hangar	A-10	Active	Dave Schuler	Urbandale	IA	2017 Vans RV14a	Single-engine	100%
Hangar	B-02	Active	Jeremy Whitver	Ankeny	IA	1969 Cessna 150K	Single-engine	100%
Hangar	B-03	Active	Hawkeye Investment/Greg Smith	West Des Moines	IA	1980 Piper Saratoga	Single-engine	100%
Hangar	B-04	Active	Gary Smith	Des Moines	IA	1975 Piper PA-28R-200	Single-engine	100%
Hangar	B-05	Active	Kestrel, Inc	West Des Moines	IA	1971 Beech V35B	Single-engine	100%
Hangar	B-06	Active	Iowa Military Aviation Heritage Museum	Ankeny	IA	1941 Stinson 10A	Single-engine	100%
Hangar	B-08	Active	Creative Werks, Inc	Des Moines	IA	1978 Cessna R182 RG	Single-engine	100%
Hangar	B-09	Active	Dwight Axtell	Ankeny	IA	1960 Piper PA-24-250	Single-engine	100%
Hanger	B-10	Active	Marc Broer	Des Moines	IA	1946 Ercoupe 415-C	Single-engine	100%
Hangar	C-01	Active	Jeff Beckley	Des Moines	IA	2007 Vans RV-7A Tri-gear	Single-engine	100%
Hangar	C-02	Active	Rick Scupham	West Des Moines	IA	1983 Mooney 231 M20K-305	Single-engine	95%
Hangar	C-03	Active	Gunrunners, LLC	West Des Moines	IA	1946 Stinson Voyager 108	Single-engine	100%
Hangar	C-04	Active	Todd Anderson	Bondurant	IA	1946 Piper J3C-65	Single-engine	100%
Hangar	C-05	Active	Blue Sky Flying Club, LLC	Des Moines	IA	1979 Piper PA28-181	Single-engine	100%
Hangar	C-06	Active	Iowa Military Aviation Heritage Museum	Ankeny	IA	2 Fisher, Homebuilt Aircraft	Single-engine	100%
Hangar	C-09	Active	Dr Herbert Remer	Urbandale	IA	1996 Citabria Explorer	Single-engine	100%

Customer Type	Hangar #	Active Status	Company	City	State	Airplane Make	Airplane Type	% Time @ IKV
To be approved at the January 6, 2022, PCAA Board Meeting (Continued)								
Hangar	C-10	Active	Paul Reinke	Elkhart	IA	1977 Mooney M20J	Single-engine	100%
Hanger	D-01	Active	Dr. Alan Swett	Johnston	IA	1980 Cessna 182Q	Single-engine	60%
Hangar	D-02	Active	Dr. Paul Novak	Des Moines	IA	1967 PIPER PA 28R ARROW 180	Single-engine	100%
Hangar	D-03	Active	Champion Crane Services, Inc	Des Moines	IA	1968 Cessna T210H	Single-engine	100%
Hangar	D-04	Active	Iowa Computer Gurus	Ankeny	IA	2015 Cirrus SR22	Single-engine	100%
Hangar	D-05	Active	Gard Aviation	Elkhart	IA	2013 Zenith CH-750	Single-engine	100%
Hangar	D-06	Active	LTF Aviation LLC	Urbandale	IA	1977 Cessna 182Q	Single-engine	100%
Hangar	D-07	Active	Byron Rees/David Rees	Altoona	IA	Zenith CH701	Single-engine	100%
Hangar	D-09	Active	Keven Grove	Ankeny	IA	1964 Cessna 150D	Single-engine	100%
Hangar	D-10	Active	Greg Johnson	Elkhart	IA	1992 Beechcraft A36	Single-engine	100%
Hangar	E-01	Active	Theodore Lockard Jr	Des Moines	IA	2009 RV-10	Single-engine	100%
Hangar	E-02	Moved	Chuck Henze	Waukee	IA	1968 Piper PA-30 Twin Comanche	Multi-engine	100%
Hangar	E-03	Active	Tom Merfeld	Clive	IA	1960 Beechcraft M35	Single-engine	100%
Hangar	E-06	Active	Scott Biller	Urbandale	IA	1979 Piper Dakota	Single-engine	100%
Hangar	E-07	Active	David Schiltz	Ankeny	IA	1973 Beechcraft V35B	Single-engine	100%
Hangar	E-08	Active	Fox 3 Holdings, LLC	Waukee	IA	Vans RV-7A	Single-engine	100%
Hangar	F-01	Active	Robert L. Clark Jr.	Johnston	IA	1975 CESSNA 182-P	Single-engine	100%
Hangar	F-02	Active	Clear Skies Flying Club, LLC	Ankeny	IA	2008 Flight Design CTLS	Single-engine	100%
Hangar	F-04	Active	TB Aviation	Waukee	IA	1975 Cessna 182P	Single-engine	100%
Hangar	F-05	Active	Gard Aviation & Jim Bowen	Elkhart	IA	2009 Vans RV 10	Single-engine	100%
Hangar	F-06	Active	Paul Roan	Clive	IA	1969 Piper Cherokee 180D	Single-engine	100%
Hangar	F-07	Active	Dave Kalwishky	Des Moines	IA	1965 Cessna 182H	Single-engine	100%
Hangar	F-09	Active	Exec 1 Aviation	Ankeny	IA	(Equipment)	N/A	100%
Hangar	F-10	Active	Greg Long	Johnston	IA	Vans Aircraft RV-12	Single-engine	100%
Hangar	G-01	Active	Bruce Vanderpool	Des Moines	IA	1963 Cessna 210-5 (205)	Single-engine	100%
Hangar	G-02	Active	Terence R Woods	Ankeny	IA	1981 Beechcraft V35B Bonanza	Single-engine	100%
Hangar	G-04	Active	William Sevenbergen	Des Moines	IA	1973 Piper Cherokee PA-28-235	Single-engine	100%
Hangar	G-05	Active	Simple Air, LLC	Ankeny	IA	1978 Cessna 182Q	Single-engine	100%
Hangar	G-06	Active	Vintage Flying Club	Ankeny	IA	1942 Stinson L-5	Single-engine	100%
Hangar	H-01	Active	Awesome Aviators, LLC/BADMIA, LLC	Polk City	IA	2002 Cirrus SR22 (75 Cessna182)	Single-engine	90%
Hangar	H-02	Active	Ronald R Johnsen	Des Moines	IA	1979 Cessna TR182	Single-engine	100%
Hangar	H-03	Active	Melvin J Konrad	Cumming	IA	1999 Van's RV-6A	Single-engine	100%
Hangar	H-04	Active	Jon W Wickware	Ankeny	IA	1973 Piper Cherokee PA28-140	Single-engine	100%
Hangar	H-05	Active	Gordon E Hering	Ankeny	IA	1966 Piper PA-24-260 Comanche	Single-engine	100%
Hangar	H-06	Active	Nic Rupiper	Ankeny	IA	1949 Piper PA-12 Super Cruiser	Single-engine	100%
Hangar	I-04	Active	Brant Hollensbe	West Des Moines	IA	1965 Cessna 182H	Single-engine	100%
Hangar	I-05	Active	Winterset Aero Club LLC	Grimes	IA	Piper PA 28R200	Single-engine	100%
Hangar	I-06	Active	Steve Moeckly	Polk City	IA	1951 Piper PA-22 Tri-Pacer	Single-engine	100%
Hangar	J-01	Active	Skyhawk Aviation	Oskaloosa	IA	1965 Cessna 172	Single-engine	75%

Customer Type	Hangar #	Active Status	Company	City	State	Airplane Make	Airplane Type	% Time @ IKV
To be approved at the January 6, 2022, PCAA Board Meeting (Continued)								
Hangar	J-02	Active	Jim Delveau	Des Moines	IA	2008 Vans RV-6	Single-engine	100%
Hangar	J-03	Active	Paul Austin	Des Moines	IA	1951 Beechcraft C35 Bonanza	Single-engine	100%
Hangar	J-04	Active	Joseph Barron	Des Moines	IA	1975 Cessna Skyhawk 172M	Single-engine	100%
Hangar	J-06	Active	Charles Goodall	DeSoto	IA	1958 Cessna 172	Single-engine	100%
2-year lease previously approved at the September 10, 2020, PCAA Board Meeting								
State Patrol	I-01	Approved in Sept '20	IA State Highway Patrol	Des Moines	IA	Cessna T-206	Single-engine	100%
State Patrol	I-02	Approved in Sept '20	IA State Highway Patrol	Des Moines	IA	Cessna 182T	Single-engine	100%
State Patrol	I-03	Approved in Sept '20	IA State Highway Patrol	Des Moines	IA	Cessna 172R	Single-engine	100%
Units with no lease								
Garage	A-SE	No lease	FAA	Ankeny	IA			
Garage	G-SE	No lease	Exec 1 Aviation-fuel	Ankeny	IA			
Hangar	B-07	No lease	Elder Corporation	Des Moines	IA			
Units not renewing lease								
Hangar	A-03	Active	Larry Clayton	Ankeny	IA	2005 Flight Design CTSW	Single-engine	100%
Hangar	E-02	Active	Solar Flying Club	Johnston	IA	1978 Piper PA32-300	Single-engine	100%
Hangar	E-04	Active	Paul Reinke	Elkhart	IA	Rans S-21 – Building	Single-engine	100%

ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

January 6, 2022
5 : 00 PM

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Notice
Setting Hearing
Exec 1 Lease
Sketch
Site Concept
Floor Plan
Rendering

NOTICE OF PUBLIC HEARING

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE AND OPPORTUNITY TO BE HEARD ON A PROPOSAL FOR THE POLK COUNTY AVIATION AUTHORITY TO LEASE A PORTION OF PUBLIC LAND TO EXEC 1 AVIATION II, LLC

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the Polk County Aviation Authority will hold a public hearing on the 10th day of February 2022, at 5:00 o'clock p.m. at the Ankeny Kirkendall Public Library, 1210 NW Prairie Ridge Dr., Ankeny, Iowa, on a proposal for the Polk County Aviation Authority to lease certain property to Exec 1 Aviation II, LLC for construction of a hangar.

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

DATED this 6th day of January 2022.

____
Chairperson, Polk County Aviation Authority

ATTEST:

____
Secretary

RESOLUTION NO. ______________

A RESOLUTION 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

WHEREAS, the Polk County Aviation Authority owns certain land, a portion of which Exec 1 Aviation II, LLC desires to lease for purposes of construction of a hangar; and

WHEREAS, a public hearing is required on said lease.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Polk County Aviation Authority that a public hearing on the proposed lease of property from the Polk County Aviation Authority by Exec 1 Aviation II, LLC is hereby set for the 10th day of February, 2022 at 5:00 o'clock p.m.

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

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

____
Chairperson, Polk County Aviation Authority

ATTEST:

____
Secretary

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.

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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 externa1 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 f 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 lease 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 tern1s, 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

By: ___________________________________
Title: _________________________________

Lessee:
Exec 1 Aviation II LLC

By: ___________________________________
Title: _________________________________

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

EXEC1 AVIATION

LAND LEASE AREA

EXEC1 AVIATION HANGAR
ANKENY REGIONAL AIRPORT
ANKENY, IOWA

DATE
14 DEC 2021

EXHIBIT NO.
EXHIBIT 1

FILE: C:\rvt\2020Ankeny_dave.sheppardQWYDB.rvt

SHEET No. A100

REVISIONS	REVISIONS

0 15' 30' 60'

SCALE: 1"=30'

SCALE (S) 1" = 30'-0"

STATUS

DESIGNED Designer
DRAWN Author
CHECKED Checker
APPROVED Approver

ANKENY REGIONAL AIRPORT

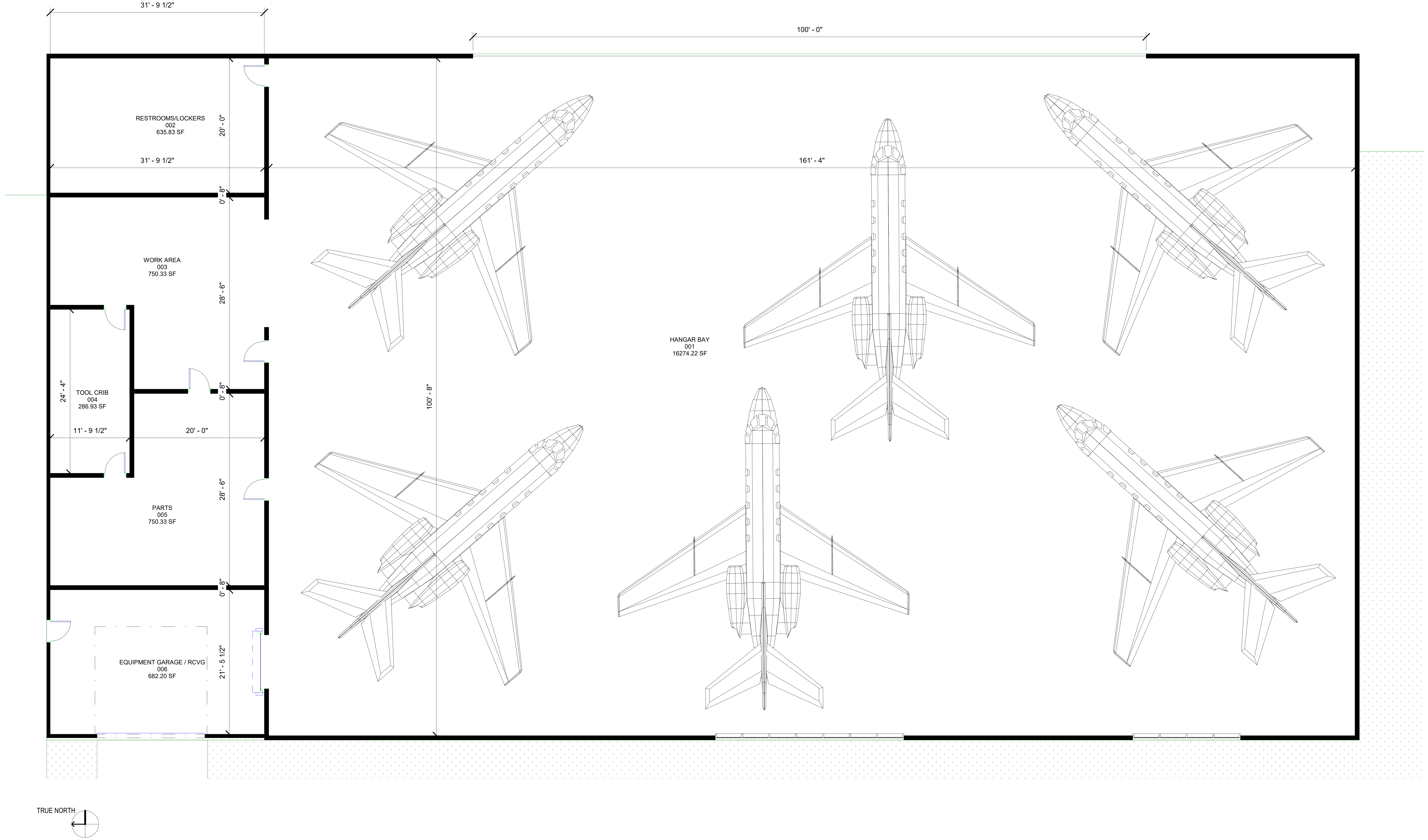
TITLE

NEW HANGAR FACILITY FOR
EXEC 1 AVIATION
SITE PLAN

Plot Date: 09/07/21

Dwg. No. A100

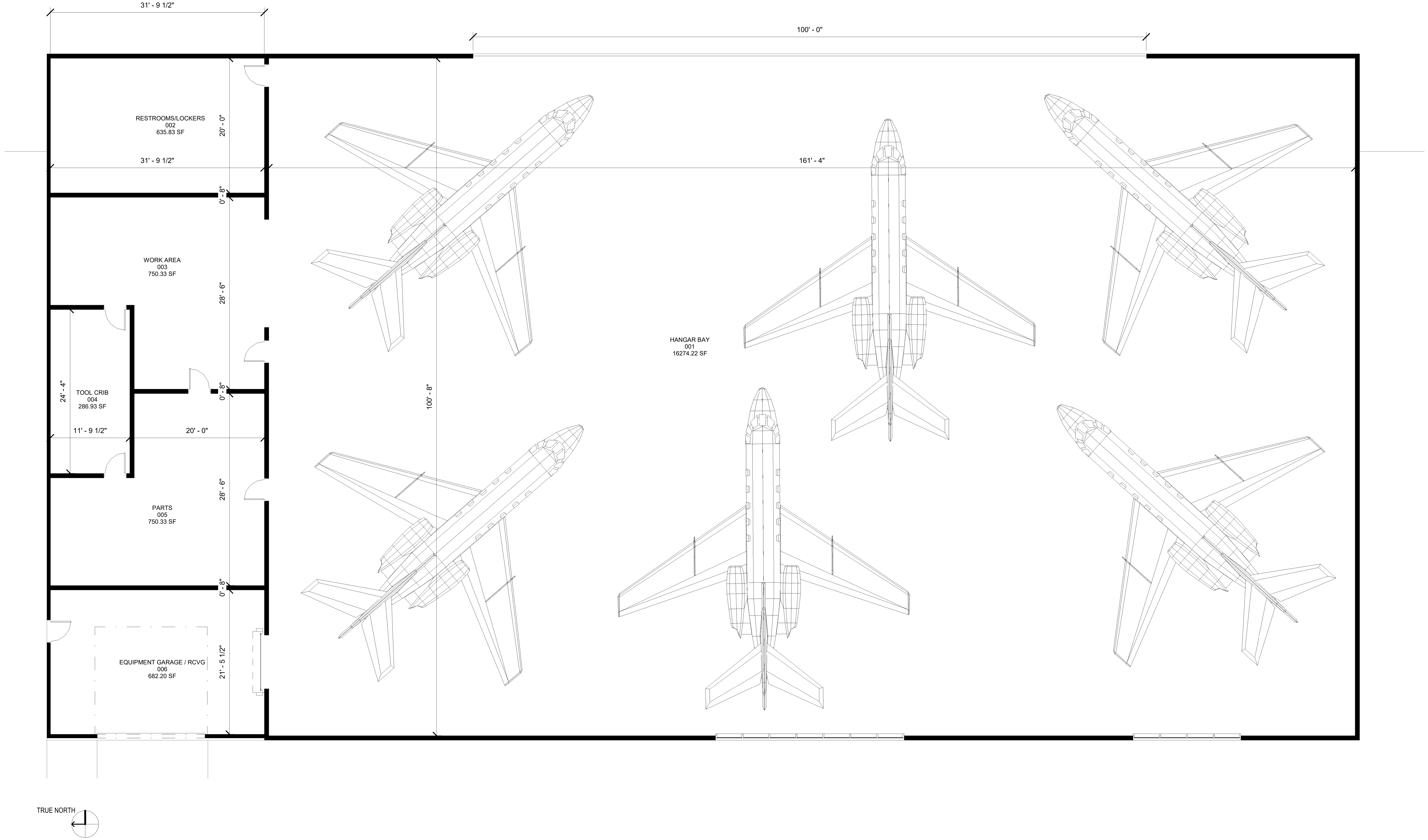
Sheet No.



FILE: C:\rvt\2020Ankeny_dave.sheppardQWYDB.rvt

SHEET No. A101

REVISIONS	REVISIONS		DESIGNED Designer DRAWN Author CHECKED Checker APPROVED Approver	ANKENY REGIONAL AIRPORT	Plot Date: 09/03/21
		0 4' 8' 16' SCALE (S) 1/8" = 1'-0" STATUS	HDR	TITLE NEW HANGAR FACILITY FOR EXEC 1 AVIATION FLOOR PLAN	Dwg. No. A101 Sheet No.



FILE: C:\rvt\2020\Ankeny.rvt

SHEET No. A101

REVISIONS	REVISIONS

0 4' 8' 16'

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

STATUS

HDR

DESIGNED Designer
DRAWN Author
CHECKED Checker
APPROVED Approver

ANKENY REGIONAL AIRPORT

TITLE NEW HANGAR FACILITY FOR EXEC 1 AVIATION

Plot Date: 09/03/21

Dwg. No. A101

Sheet No.


EXEC1
AVIATION