



Polk County Aviation Authority Meeting

Thursday, November 7, 2024

5:00 PM

**Ankeny Regional Airport - Corporate/Terminal Hangar Building
3700 SE Convenience Blvd, Ankeny, Iowa**

INSTRUCTIONS TO JOIN ELECTRONIC MEETING:

Please join using this link:

<https://zoom.us/j/98294550961?pwd=MzdjTERQR1Y1SVNWOGhxWFd1b2FRUT09>

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

A. ROLL CALL

B. APPROVAL OF AGENDA

1. Consider motion to approve and accept the November 7, 2024 agenda without amendment.

C. PUBLIC FORUM

D. FBO REPORTS

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

1. FBO Report & Waiting List

E. FINANCE / BUDGET REPORTS

F. CONSENT AGENDA ITEMS

- CA - 1.** Consider motion to approve the October 10, 2024 minutes.

- CA - 2.** Consider motion to adopt **RESOLUTION** approving the lease agreements with the individuals and/or organizations detailed on the attached list.
- CA - 3.** Consider motion to approve Payment #1 in the amount of \$32,232.50 to McClure Engineering for Extend Runway 18: Design and Bidding Services.
- CA - 4.** Consider motion to approve Payment #11 in the amount of \$11,980.04 to McClure Engineering Company for services that includes Design & Bidding to Reconstruct Runway 18/36.
- CA - 5.** Consider motion to approve Payment #8 in the amount of \$2,277.63 to McClure Engineering Company for Taxiway D Apron and Access Roadway Paving – Phase 4.
- CA - 6.** Consider motion to approve Payment #3 in the amount of \$27,027.35 to McClure Engineering for Extend Runway 18: ADIP/Aeronautical Survey, Airspace Analysis, and Data
- CA - 7.** Consider motion to approve Payment #24 in the amount of \$2,037.50 to McClure Engineering Company for services that include General On-Call Engineering Services.
- CA - 8.** Consider motion to approve Payment #4 in the amount of \$46,740.62 to Concrete Technologies for services that include Taxiway D Apron and Access Roadway Paving – Phase 4.
- CA - 9.** Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$140,671.87
- CA - 10.** Consider motion to approve November 2024 Financial Reports.

• **APPROVAL OF CONSENT AGENDA ITEMS**

- 1. Consent Agenda Items CA-1 through CA-10.

Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-10.

G. REMOVED CONSENT AGENDA ITEMS:

H. OLD BUSINESS

I. NEW BUSINESS

- 1. Consider motion to adopt **RESOLUTION** approving the box hangar, garage, hangar and tie-down lease documents for calendar year 2025.
- 2. Consider motion to adopt **RESOLUTION** authorizing the execution of Task Order 08 for the design and bidding services with McClure Engineering for the Rehabilitate Terminal Building Entrance and Parking Lot project.
- 3. Consider motion to approve the construction plans for the first phase of the State of Iowa - Department of Public Services Hangar on a portion of Phase 3 of the Taxiway D Hangar Development at the Ankeny Regional Airport.
- 4. Consider motion to accept the proposal from OneBridge Locating in the amount of

\$2,495.00 for specialty survey services on the Rehabilitate Terminal Building Entrance and Parking Lot project.

5. Consider motion to accept the proposal from Construction Materials Testing in the amount of \$8,510.00 for geotechnical services on the Rehabilitate Terminal Building Entrance and Parking Lot project.

J. REPORTS

1. Engineering Report

- a. Taxiway D - Phase 4 Apron and Access Roadway Paving Project: Closeout.
- b. Construct Monument Signs Project - Construction Update.
- c. Runway 18/36 Reconstruction and Extension Project - Update on Design.

2. Staff Report

- a. Review of the FFY 2026 Proposed Airport Capital Improvements Program (ACIP).
- b. North Property Line Box Hangars - Possible Gas Main Extension.
- c. Management Agreement/AMCG Financial Review
- d. Coordination Meeting for Snow/Ice Control Operations - October 22, 2024.

3. Legal Counsel Report

4. Board Report

5. Chair Report

K. ADJOURNMENT

FBO REPORT November 7th, 2024

FUEL SALES

09/26 - 10/25	2024 Gallons		2023 Gallons	Last Month
100LL	14,684.1		9,278.6	15,185.9
JET-A	31,353.0		30,852.0	39,267.0
Total Gallons	46,037.1		40,130.6	54,452.9
46,037.1	x \$.09/gallon=		\$ 4,143.34	

Self-Serve 100LL fuel sales: 4,681.1 gallons equaling 32% of total sales.

T-HANGARS

ACCOUNTS RECIEVABLE: Nothing to report.

LEASES: D-01: The plane has been sold and the tenant has moved out. This is a south facing hangar.
 E-06: The tenant was next on the south facing T hangar list and has moved into D-01.
 E-06: A new tenant has moved into the T hangar.

INSURANCE RENEWALS: Nothing to report.

WAITING LIST: There are 81 people on the list, which is up 3 from last month. 32 people on the list do not currently have an airplane or live out of state and plan to move back to the area.

VIOLATIONS: Nothing to report.

REPAIRS: Nothing to report.

MISC: Nothing to report.

AIRFIELD

LIGHTING: Four bulbs and underground transformers were replaced on 04/22.
 Two bulbs and one underground transformer were replaced on taxiway D.
 Two bulbs and underground transformers were replaced on Taxiway E.
 One bulb was replaced on Taxi E.

We are starting to see more failures with the underground transformers; these are as old as the runway (perhaps 15 – 20 years) and are wearing out. I believe the failure rate is going to increase over the next few years.

MOWING: Nothing to report.

SNOW REMOVAL: We received the 265 gallon tote of liquid deice. The deice trailer is just a little more than half full. The deice trailer is at Van Wall having the engine looked at, it is shot.

We have 4½ pallets of NAAC.

WILDLIFE: Ernie has been out checking for the doe, she has not been spotted for four or five months. There is still corn in the fields, he will be back out once the harvest is done to see if he can pick up her trail and remove her.

MISC: The new runway / taxiway mats for the lights on 04/22, taxiway D and E are staked down. We are waiting for the center inserts to snug the mats up to the light poles.

Waiting List

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

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

Pos	Date Added	Name	Plane	Phone	E-Mail	Notes	Passes
T HANGAR							
1	12/6/2018	Derek Meyer	Looking	515-240-1077	meyer.derek3@gmail.com	11/5/21 Dave K - e-mailed Derek asking if he is still interested and what type of plane he has. 11/12/21 no plane, would like to stay on the list. 05/05/23 Dave K emailed Derek to see if he was still interested in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/08/23 Derek emailed back asking to see the lease to make sure he can comply with it. He did not indicate whether or not he has acquired a plane. 05/09/23 Dave K notified Derek that he is next on the list. Dave & Derek had a phone conversation and I explained that typically there is no subleasing to a friend. He will decide what to do when a hangar becomes available. 05/11/23 Derek emailed back and won't have a plane until next year, he would like to remain on the list. 04/09/24 Dave K emailed Derek to see if he's ready for a hangar, we have one that unexpectedly came open. Derek emailed back and will pass this time. The hangar did not become available so I did not increase the pass counter. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. He said he would pass at this time. 10/17/24 Dave K sent an email that we may have a hangar open up at the end of the year. I told him if he passed I would NOT increment the pass counter since we just had an opening a month ago. 10/18/24: Derek emailed back and said to skip him for now.	2
2	7/17/2019	Jeff Davis	Looking	515-444-7673	jeffreypaulhomes@gmail.com	11/5/21 Dave K talked to Jeff, he'd like to stay on the list as he may buy a plane in a year. 05/08/23 Dave K emailed Jeff to see if he was still interested in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/11/23 Jeff called Dave and said he doesn't have a plane yet but would like to remain on the list. 04/09/24 Dave K emailed Jeff to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. 04/18/24: Dave K email Jeff again as I have not heard back from him. I told him if I don't get a response from him I am going to skip him if a hangar becomes available. Jeff emailed back stating he will need to pass this time. The hangar did not become available so I did not increase the pass counter. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. 08/06/24 Dave K never heard back from Jeff so I'm moving on to the next person. 10/17/24 Dave K sent an email that we may have a hangar open up at the end of the year. I told him if he passed I would NOT increment the pass counter since we just had an opening a month ago. 10/21/24 Dave K has not heard from Jeff so I am moving to the next person on the list.	2

3	8/28/2019	Dan Stull	Looking	515-447-2339	dan@Stullcompanies.com	05/08/23 Dave K emailed Dan to see if he was still interested in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/10/23 Dan e-mailed back and said he doesn't have a plane and may not have one by late summer, he would like to stay on the list. 04/09/24 Dave K emailed Dan to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. 04/18/24: Dave K spoke with Dan today, he is going to pass. The hangar did not become available so I did not increase the pass counter. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. 08/06/24 Dave K never heard back from Dan so I'm moving on to the next person. 10/17/24 Dave K sent an email that we may have a hangar open up at the end of the year. I told him if he passed I would NOT increment the pass counter since we just had an opening a month ago. 10/21/24 Dave K has not heard from Dan so I am moving to the next person on the list.	2
4	10/31/2019	Mike Callison	Cessna 172 N6922X	515-505-9111	mlcallison8@gmail.com	11/5/21 Dave K - Called Mike, he wants to stay on the list. 08/07/23 Mike said they have a 172 that will go into the hangar once it becomes available. They plane was donated and needs assembled. 04/09/24 Dave K emailed Mike to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. 04/18/24: Dave K email Mike again as I have not heard back from him. I told him if I don't get a response from him I am going to skip him if a hangar becomes available. Mike emailed back with some questions about retaining his current position if he passes, I answered them. Mike emaild back and said he would pass this time. The hangar did not become available so I did not increase the pass counter. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. 08/06/24 Dave K never heard back from Mike so I'm moving on to the next person. 10/17/24 Dave K sent an email that we may have a hangar open up at the end of the year. I told him if he passed I would NOT increment the pass counter since we just had an opening a month ago. Mike emailed back and said to skip him for now.	2
5	4/22/2020	Kurt Wendl	Looking	515-883-0566	kurtwendl@gmail.com	05/28/20 Found this request in wrong file. 11/02/21 Dave K texted with Kurt, he will be moving back to DSM in 3 - 4 years asked be moved to bottom of the list. 05/16/23 Dave spoke with Kurt today, he will be back in Iowa in July 2025. 04/09/24 Dave K emailed Kurt to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. Kurt said he won't be back here for another year so he will have to pass. The hangar did not become available so I did not increase the pass counter. 07/30/24 Dave K sent an email that we will have a hangar open up in September and if he is interested in it. 08/08/24 Dave K never heard back from Kurt so I'm moving on to the next person. 10/17/24 Dave K sent an email that we may have a hangar open up at the end of the year. I told him if he passed I would NOT increment the pass counter since we just had an opening a month ago. Kurt emailed back and said to skip him for now.	2
6	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.	
7	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. He emailed back that he would like to stay on the list. He is going to buy a second plane for cross country travel.	
8	8/3/2020	John Paszek	N615BJ	619-876-8164	paszekj@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. Emailed back asking to remain on the list. May be moving to Denver in a year but unsure if that will be long term.	
9	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.	

10	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.
11	11/2/2017	Andy Rowland	Cessna	515-210-2452	andy@arowland.com	10/20/20 Passed on the available hangar - Dan Stull. 11/5/21 Dave K - emailed asking if he is still interested. He wants to remain on the list.
12	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. 11/05/21 He e-mailed back on but never got added. I added him.
13	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. He wants to remain on the list.
14	11/20/2020	Todd Lenig	Looking	515-664-2451	tlenig@icloud.com	11/5/21 Dave K - emailed asking if he is still interested. Wrote back to keep him on the list.
15	4/5/2021	Jacob Greenfield	Building Sonex B	(319)-573-9783	greenfj17@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He wants to remain on the list.
16	5/1/2021	Mike Hannam	Cessna Cardinal N2829X	515-556-7290	bigyellowjeep@msn.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back that he wants to stay on the list.
17	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. He texted back and would like to remain on the list.
18	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. He emailed back, he wants to stay on the list. He also has a Titan Tornado II SS.
19	6/8/2021	Paul Peterson	C180	651-336-2041	fr8tdog@juno.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back, he wants to stay on the list.
20	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.
21	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
22	8/23/2021	Kurt Wegge	LongEZ - N85LD	224-456-6092	123kwegge@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. He emailed back, he wants to stay on the list.
23	8/31/2021	Sam Marcsisak	looking	515-208-7946	Sam@midiovaelectric.com	11/5/21 Dave K - emailed asking if he is still interested. 11/08/21 emailed back asking to stay on list.
24	8/31/2021	Chad Larson	PA32	515-202-2394	CDLChadmark@hotmail.com	Dave K - Chad sent Dave an e-mail per Jeff Wagsness. Dave e-mailed Chad back letting him know he's been added to the list. 11/5/21 Dave K - emailed asking if he is still interested. He emailed back to stay on the list.
25	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.
26	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. He emailed back that he wants to remain on the list.
27	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.
28	11/29/2021	Nile Ackerman	RV-6	515-848-8075	nile.ackerman@gmail.com	11/29/21 Dave K - Request received. Previous T Hangar customer, lives in Colorado now. Will be moving back to Iowa.
29	1/11/2022	Tom Drew	Looking	515-490-4555	tdrew@drewlawfirm.com	01/11/22 - Dan Stull e-mailed Dave K asking to add Tom to the list. I sent Tom an e-mail that he has been added and his position on the list.
30	1/26/2022	Solar Flying Club	Looking	515-240-5272	jvimage@msn.com	01/26/22 - Dave K - Jeneanne e-mailed me asking to have Solar added to the list, I sent her their position on the list.
31	1/28/2022	Paul Reinke	RANS S21 - Building	515-201-4762	preinke@energycontroltechnologies.com	01/28/22 - Dave K - Paul e-mailed asking to be put on the list.
32	2/3/2022	Dalton Headlee	Looking	515-975-3314	dalton.headlee@gmail.com	02/03/22 - Dave K - Dalton e-mailed asking to be put on the list.
33	3/3/2022	Ken King	Looking	515-350-6201	kennethscottking@gmail.com	03/03/22 - Dave K - Ken e-mailed asking to be put on the list.
34	3/16/2022	Adam Obrecht	Bonanza A36 N8261K	515-778-8964	aobrecht@aowealthadvisory.com	03/16/22 - Dave K - Adam e-mailed asking to be put on the list.
35	4/21/2022	Austin Lanphier	Looking	641-295-3058	lanphierproduce@gmail.com	04/21/22 - Dave K - Austin e-mailed asking to be put on the list.
36	4/28/2022	Marc Broer	Stinson 108	515-249-8511	skycoupe318@gmail.com	04/28/22 - Dave K - Marc e-mailed asking to be put on the list.
37	5/31/2022	John Kolbo	Bellanca Viking	402-681-0976	johnkolbo18@gmail.com	05/31/22 - Dave K - John e-mailed asking to be put on the list.
38	6/2/2022	Bill Bergren	Cessna 182	515-669-6331	bbergren1728@gmail.com	06/02/22 - Dave K - Bill e-mailed asking to be put on the list.
39	6/17/2022	Jeremy Sikes	Cessna 182	505-934-3244	flyabq@yahoo.com	06/17/22 - Dave K - Jeremy e-mailed asking to be put on the list.

40	6/17/2022	Chris Foster	Cherokee 160	515-505-5612	fosterlimo@aol.com	06/21/22 - Dave K - Chris e-mailed asking to be put on the list.
41	7/10/2022	Harold Petro	Cessna 140	515-402-1558	harleyguydsm@gmail.com	07/10/22 - Dave K - Harold e-mailed asking to be put on the list.
42	7/11/2022	Greg Jensen	Cherokee 235	515-291-3909	gregj@jcorpdesignbuild.com	07/11/22 - Dave K - Greg e-mailed asking to be put on the list.
43	7/19/2022	Raymond Kingery	Looking	515-450-7467	Raymond.Kingery@uss.s.dhs.gov	07/19/22 - Dave K - Raymond e-mailed asking to be put on the list. Won't be in the area until 2023/2024.
44	8/26/2022	Shaune Osborne	Looking	515-473-8903	leigh.osborne@mchsi.com	08/26/22 - Dave K - Shaune e-mailed asking to be put on the list.
45	9/6/2022	Nichole Needs	Cessna 150	515-518-7356	nichole.triplett@gmail.com	09/06/22 - Dave K - Nichole e-mailed asking to be put on the list.
46	9/7/2022	Gravis Alger	Cirrus SR22	515-650-1620	gravis.alger@gmail.com	09/07/22 - Dave K - Gravis e-mailed asking to be put on the list.
47	9/7/2022	David Switzer	Lancair Legacy. N84V	772-332-2016	davefromcoulee@comcast.net	09/07/22 - Dave K - David e-mailed asking to be put on the list.
48	2/14/2023	Wing It LLC	Piper Cherokee	515-313-5585	daves@exec1aviation.com	02/14/23 - Dave K - Dave e-mailed asking to be put on the list.
49	2/14/2023	Aaron Hopkins	Cessna 172	515-732-4133	aahopkins@gmail.com	02/14/23 - Dave K - Aaron e-mailed asking to be put on the list.
50	3/7/2023	Gabe Roth	Citabria	515-201-8569	groth9421@gmail.com	03/07/23 - Gabe e-mailed asking to be put on the list.
51	3/14/2023	Bob Folkestad	Citabria	515-314-2424	bobf@creativewerksinc.com	03/14/23 - Bob e-mailed asking to be put on the list.
52	4/6/2023	Jeff Vosberg	PA28-235 Pathfinder	515-351-0066	vosbergj@hotmail.com	04/06/23 - Jeff e-mailed asking to be put on the list.
53	4/11/2023	Joe Kirby	Cirrus SR22	319-270-9631	jokirby@bellevue.edu	04/11/23 - Joe e-mailed asking to be put on the list.
54	10/24/2018	Todd Slezak	Arrow III	319-210-3793	slezcorp@gmail.com	11/3/21 Dave K - email sent asking if he was still interested in a hangar. 11/5/21 Dave K sent a text asking about his interest. He texted back to stay on list. 09/22/22 Dave K e-mailed that he was next up and to verify that he wants to remain on the list. 05/05/23 Dave K emailed Todd letting him know he is next up and to verify he still wants a hangar. 05/08/23 Dave K texted Todd to see if he saw my email, he would like moved to the bottom of the list as he has a partnership in Ames. I asked him to send that back to me as an e-mail. 05/13/23 Todd emailed and said to move him to the back of the list.
55	6/12/2023	Corbin McClavy	Looking	515-612-5125	cbinmc@gmail.com	06/12/23 - Corbin e-mailed asking to be put on the list.
56	1/10/2020	Andy Maysent	Looking	515-231-1422	amaysent@mecresults.com	11/05/21 Dave K - texted asking if he is still interested. 11/06/21 texted back to remain on list. 06/13/23 Dave K - Andy emailed that he won't be buying a plane for 2 - 3 years and that I could move him to the bottom of the list.
57	12/23/2019	Ben Welch	Lancair, Robinson, C172	217-497-4992	bwelch54@msn.com	11/05/21 Dave K - emailed asking if he is still interested. He emailed back that he wants to stay on the list. 06/13/23 Dave K e-mailed Ben to see if he wanted to take a hangar when one becomes available. 06/22/23 Dave K notified Ben that J-05 is available starting July 1st. Ben e-mailed back asking questions about the hangar. 06/23/23 Dave K sent an e-mail answering the questions. 06/24/23 Dave K sent a follow-up e-mail to see if he has any additional questions. 06/25/23 Ben e-mailed back and will pass this time, they will be in NV for the next three years as his son and wife attend medical school. I told him I'd keep him on the list and move him to the bottom. Dave K found Ben was on the list two other times, those have been removed.
58	7/11/2023	Ryan White	Cessna	515-707-0124	ryanwhite72@gmail.com	07/11/23 Dave K received an e-mail from Ryan to be added to the list.
59	8/10/2023	Ryan Brosz	Building RV-14	641-420-2700	rbrosz@gmail.com	08/10/23 Dave K received an e-mail from Ryan to be added to the list.
60	9/20/2023	Patrick Murphy	Commander 114 N4722W	518-817-6847	22wcarpediem@gmail.com	09/20/23 Dave K received an e-mail from Patrick to be added to the list.

61	6/7/2017	Mike Hubbell	Phoenix motor glider	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. He emailed back and would like to stay on the list. He has an SR22 and is thinking about adding a smaller plane, a car and a project in this hangar. 05/09/23 Dave K emailed Mike to let him know he was number four on the list and if he still wanted a hangar. Mike emailed back, he sold his SR22, the motor glider will be here in July or August. I let him know if he's not ready to move in when his name comes up we move to the next person on the list. 05/22/23 Dave K e-mailed Mike to let him know a hangar will be available July 1st. 06/26/23 Dave K e-mailed Mike that he is next up on the list and I should have a hangar available at the end of July. I told him if he has a firm delivery date on his plane we may be able to do something. 08/04/23 Dave K - I emailed Mike to see if he has an ETA on his plane as I may have a hangar opening soon. 08/07/23 Mike called (Kappy spoke to him) and said the plane has been shipped and will be here in 30 days, he can produce a BOL if needed. Dave emailed Mike that a BOL would be fine once a hangar comes open and that I have one that should open this month. 08/28/23 Dave K emailed Mike to see if his plane was close to arriving and that the hangar he will be offered should open in the next 30 days or so. 09/25/23 Mike called Dave - He was expecting to take delivery in August or September but the delivery has been delayed until November. The plane is on the water or in customs waiting to be released, that was unclear to me. Mike has sent me the BOL so it seems legit, I don't doubt anything he is saying. He wanted to know if that was going to be an issue for him getting a hangar since he won't have the plane to put into it immediately. The plane will spend 4 - 5 months in Arizona (he goes there in the winter time). He is looking to purchase a second plane so eventually something will be here all year round. I've asked Paul Moritz for his thoughts. 10/26/23 Dave K called Mike to let him know I've got a hangar for him, his plane is not here yet, he's now being told November 9th. He now doesn't want to take the hangar because the plane won't be here for half the year, it'll be in Arizona with him and he doesn't feel right about that. He asked to be moved to the bottom of the list.
62	11/15/2023	Rocky Kinney	Cessna 150 N1713Q	515-867-7625	roc.kinney@gmail.com	11/15/23 Dave K received an e-mail from Rocky to be added to the list, I emailed his position back to him.
63	12/5/2023	Evan Reiman	Cirrus N906CT	515-218-0802	evanjreiman@gmail.com	12/5/23 Kappy R received a call from Evan she e-mailed the information to Dave K.
64	12/10/2023	Jesse Tischer	Cessna 205 N205HN	701-306-1920	jessegtischer@gmail.com	12/10/23 Dave K received an e-mail from Jesse to be added to the list, I emailed his position back to him.
65	12/20/2023	Samuel Rankin	SR22 N119WZ	515-321-4199	sam@etchoutdoor.com	12/20/23 Dave K received an e-mail from Sam to be added to the list, I emailed his position back to him. 08/12/24 Dave K received an email from Sam with his aircraft information.
66	2/8/2024	Kent Lehs	Cessna 182 N6859M	515-669-2969	kentlehs@gmail.com	02/08/24 Dave K received an e-mail from Kent to be added to the list, I emailed his position back to him.
67	2/12/2024	Scott Moritz	Looking	515-344-2083	smoritz@clearairinc.com	02/08/24 Dave K received an e-mail from Scott to be added to the list, I emailed his position back to him.
68	3/21/2024	Jacob Anderson	Citabria	714-330-6642	jagraphix01@gmail.com	03/21/24 Dave K received an e-mail from Jacob to be added to the list, I emailed his position back to him.
69	4/10/2024	Christian Fitzgerald	Zenith 601XL-B N423DS	505-508-9808	cdfitzgerald95@gmail.com	04/10/24 Dave K received an e-mail from Christian asking to be added to the list, I emailed his position back to him.
70	4/14/2024	Jordon Elwell	Looking	515-240-4698	jelwell@midwestfoodsllc.com	04/14/24 Dave K received an e-mail from Jordan asking to be added to the list, I emailed his position back to him.
71	4/18/2024	Curt Nelson	Piper Archer 180 N2501R	515-729-4227	CNELSON75@msn.com	04/18/24 Dave K received an e-mail from Curt asking to be added to the list, I emailed his position back to him. 08/28/24 Dave K received an e-mail from Curt with the info on the plane he now owns, he was looking when added to the list.

72	3/21/2016	CAP - Darrel Mullins	Looking / possible CAP plane	515-490-6779	darrelmullins@me.com	05/05/21 Dan - passes 11/05/21 Dave K - emailed asking if he is still interested. Wants to stay on list. 10/26/23 Dave K called Darrel to see if he is intersted, I left a voice mail and sent a text. 10/27/23 Dave K spoke with Darrel, he has a glider in Ames so moving that to IKV does not make sense. He is going to check with CAP leadership to see if they would like to move one of their planes here. When Darrel first got onto the list it was for him or CAP. 04/09/24 Dave K emailed Darrel to see if he's ready for a hangar provided the person(s) ahead of him pass, we have one that unexpectedly came open. 04/18/24: Dave K email Darrel again as I have not heard back from him. I told him if I don't get a response from him I am going to skip him if a hangar becomes available. Darrel emailed back and says CAP doesn't need the hangar so he'd like to be moved to the bottom of the list.
73	4/21/2024	Steven Chester	Bonanza N8570M	720-301-9197	stevengchester@hotmail.com	04/21/24 Dave K received an e-mail from Steven asking to be added to the list, I emailed his position back to him.
74	4/25/2024	Barb Spencer	Looking	515-664-7901	mrandsrskiwi@gmail.com	04/25/24 Dave K received an e-mail from Barb asking to be added to the list, I emailed her position back to her.
75	6/21/2024	Steve McClatchey	C172A N7689T	712-390-3607	smcclatchey51@gmail.com	06/21/24 Kappy spoke with Steve and she sent me his information.
76	8/23/2024	Arron Weeks	Lancair 235 N32TG	561-213-7614	aaron@weeksgrp.com	08/23/24 Dave K received a call from Aaron asking to be added to the list.
77	10/1/2024	Kirk Eno	Looking	319-321-6202	kirkeno@gmail.com	10/01/24 Dave K received a call from Kirk asking to be added to the list.
78	10/1/2024	Cody Christensen	Looking	515-291-7557	codyc8043@gmail.com	10/01/24 Dave K received a call from Cody asking to be added to the list.
79	10/3/2024	Brett Hoben	Looking	563-581-1144	bhoben@hotmail.com	10/01/24 Dave K received an email from Brett asking to be added to the list.
80	10/9/2024	Jeremy Whitver	Cessna 150 N5857G	515-480-6515	jeremy.whitver@gmail.com	10/09/24 Dave K received an email from Jeremy asking to be added to the list.
81	10/20/2024	Matthew Clark	Looking for a Cessna 150	515-468-1018	Matthewcla9@gmail.com	10/20/24 Dave K received an email from Matthew asking to be added to the list.
82	10/24/2024	Dalexis Carrion Estrada	Looking for a Bonanza C35	319-610-9350	dalexis15@hotmail.com	10/24/24 Dave K: Dalexis stopped in asking about space so I got his info and added him to the list.

SOUTH HANGAR

1	2/17/2020	Jeff Brandt	D8 - C172	515-321-0155	brandtjd67@gmail.com	06/22/23 Dave K e-mailed Jeff to see if he's interested in the B-04 if it becomes available. 06/23/23 Jeff emailed back wanting to know who was going to fix the insulation and leaking roof. I told him I brought the issue to the airport manager and it's now out of my hands. I asked him to let me know if he wants it or not, if he doesn't I'll move to the next person on the list. 06/23/23 Jeff has decided he'll take the hangar when it becomes available. 08/28/23 Jeff spoke to Dave, he's not quite ready to move to a South facing hangar, after speaking with Dan Stull we saw no reason we couldn't swap Jeff and Scott Wallace who is currently number 2). 11/10/23 Dave K I sent Jeff an e-mail telling him there may be a South facing hangar opening January 1st. 11/15/23 Dave K I sent Jeff another e-mail stating if I don't hear back I will move to the next person. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it. He emailed back stating he'd like to remain on the list. 10/07/24 Dave K sent Jeff an email seeing if you'd like to look at D-01 is it become available. 10/10/24 Dave K received a reply from Jeff wondering when it will be available, I said as soon as the plane sells. 10/21/24 Dave K informed Jeff that the hangar will be available on November 1st. Jeff is going to pass on this one, he understands that if he doesn't take the next one he will go to the bottom of the list.
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2	2/15/2016	Paul Reinke	E4 - Experimental	515-201-4762	preinke@energycontroltechnologies.com	Paul is building a plane that will eventually go in the hangar. 06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when on becomes available. 11/15/23 Dave K sent an email asking if he wants to stay on the South facing list along with his position. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it.
3	12/27/2016	Dave Kalwishky	E10 - C182	515-314-7060	dave@kalwishky.com	12/15 Dianna: Declined A-2 and asked to stay on the list, but move to the bottom. 06/28/23 Dave K: passed, asked to stay on list. 06/22/23 Dave K asked himself if he wanted to stay on the South facing list and he said yes. 11/15/23 Dave K asked himself if he wanted to stay on the South facing list and he said yes. 08/23/24 Dave K asked himself if he wanted to stay on the South facing list and he said yes.
4	1/30/2017	Tony Palmer	A9 - C182	515-681-0446	onfinalflying@icloud.com	Dave K: contacted Tony to see if he's interested, he will get back to me tomorrow. Tony declined the hangar and asked to stay on the list. 06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when on becomes available. 11/15/23 Dave K sent an email asking if he wants to stay on the South facing list along with his position. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it.
5	7/11/2023	Ryan White	A10 - RV6	515-707-0124	ryanwhite72@gmail.com	07/11/23 Dave K received an e-mail from Ryan to be added to the list. 11/15/23 Dave K sent an email asking if he wants to stay on the South facing list along with his position. He respond that he would like to stay on the list. 08/23/24 Dave K sent an email with his position on the list and if he'd like to remain on it. He emailed back stating he'd like to remain on the list.
6	10/24/2024	Nick Wynen	E-06 - Bonanza	515-965-9568	nixkiks1@gmail.com	10/24/24: Dave K: Nick stopped in and asked to be added to the South facing list.

GARAGE SPACE						
1	10/24/2018	Todd Slezak		319-210-3793	toddslezak@aol.com	11/10/23 Dave K: I sent Todd an e-mail letting him know he is next in line and I will have a garage opening up before the end of December. 11/15/23 Dave K: I sent Todd another e-mail stating if I don't hear back from him I will move to the next person on the list. 12/07/23 Dave K: I have not heard back from Todd so I offered the garage space to Bob.
2	8/18/2019	Dan Stull		515-447-2339	dan@stullcompanies.com	11/15/23 Dave K: I sent Dan an e-mail letting him know he is number two on the list. I have a garage opening up before the end of December and if the guy ahead of him passes he can have it if he's still interested. Dan got back to me saying he'd like to stay on the list.
3	10/28/2020	Marc Broer			skycoupe318@gmail.com	Only wants B-SE - Will Pass on all others.
4	10/28/2020	Ken Anderson				Only wants G-NW for door size - Will Pass on all others.
5	11/17/2020	Nic Rupiper		515-564-9715	nicholasrupiper@yahoo.com	11/15/23 Dave K: I sent Nic an e-mail with his current poistion and asking if he'd like to remain on the list. Nic got back to me saying he'd like to stay on the list.
6	4/6/2020	Jacob Greenfield	Building Aircraft	319-573-9783	greenfj17@gmail.com	12/07/23 Dave K: I sent Jacob an e-mail with his current poistion and asking if he'd like to remain on the list. 12/29/23 Dave K: Jacob emailed back that he would like to remain on the list.
7	7/7/2020	Todd Freeland		515-208-0819	todd@innovative-me.com	11/15/23 Dave K: I sent Todd an e-mail with his current poistion and asking if he'd like to remain on the list. He responded that he would like to reamin on the list.
8	2/3/2022	Dalton Headlee		515-975-3314	dalton.headlee@gmail.com	11/15/23 Dave K: I sent Dalton an e-mail with his current poistion and asking if he'd like to remain on the list. He responded back that he'd like to remain on the list. I sent a follow up email that says you must have a hangar or plane on the field to have a garage space and that I would keep him on the list as it moves very slowly, garages seldom become available. There has only been one in the three years I've been here. He responed back that he has a PA-12 project that would go in the garage until his name comes up on the hangar. I told him that will work.

9	5/15/2024	Quinn Fairchild	Store aircraft supplies	515-422-7966	fairchild.quinn@gmail.com	05/15/24: Quinn emailed asking to be put on the list. He will use the space for 1) store/erect my aviation supplies/maps, to 2) create an aviation study space (weather dependent), and in the event that I 3) join a aircraft partnership or win one of the 6 raffles (for single-engine aircraft) to 4) have an initial space for aircraft equipment for the aircraft I may win.
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COMMUNITY HANGAR						
1	7/26/2023	Mike Hannam	Cessna Cardinal N2829X	515-556-7290	bigyellowjeep@msn.com	07/23/23 Mike emailed Dave K asking to be put onto the community hangar list. 04/30/24 Dave K sent an e-mail asking if he is still interested in space if it were to become available. Nate emailed back that he would like to remain on the list, I let him know what the pricing is. 08/12/204 Dave sent an e-mail asking if he's still interested in space as I may have an opening in a month.
2	8/12/2024	Sam Rankin	SR22 N118WZ	515-635-5296	sam@etchoutdoor.com	08/11/24 Sam emailed Dave looking for information, I asked if he'd like to be added to the list.

BOX HANGAR - The numbers do not represent any kind of order. They exist so we know how many pilots are interested.						
1	11/9/2023	Bill Gardner	RV10 / Super Cub	515-240-2524	wggardner@att.net	11/09/23: Dave K - After the board meeting Bill asked to be out into this list. 06/12/24: Dave K sent an email to see if he's still interested in staying on the list. 06/26/24: Bill emailed back asking to remain on the list.
2	1/24/2024	Chad Larson	Saratoga	515-202-2394	CDLChadmark@hotmail.com	01/24/24 Dave K: Chad called and asked to be put on the list. 06/11/24: Dave K sent an email to see if he's still interested in staying on the list. He'd like to remain on the list.
3	4/30/2024	Kent Lehs	Cessna 182 N6859M	515-669-2969	kentlehs@gmail.com	04/30/24: Dave K - Kent was asking about these hangars today, I gave him the information that I have and said I can add him to the list of interested people. 06/11/24: Dave K sent an email to see if he's still interested in staying on the list. He'd like to remain on the list.
4	6/1/2024	Greg Jensen	Cherokee 235	515-291-3909	greg.jensen@calibercompany.com	06/01/24: Dave K - Greg sent an email asking to be added to the list. 06/11/24: Dave K sent an email to see if he's still interested in staying on the list. He'd like to remain on the list.
5	6/11/2024	Nicholas Ashton	Cirrus Jet	515-444-8769	nicholas@engeoingenuity.com	06/11/24 Dave K: The plane is on order, he is looking for space either in our community hangar or a box hangar. 09/05/24 Dave K: Nicholas called and will not have a plane for 2 - 3 months, he understands that we will need to move on to someone else. I will keep him on the list.
6	6/11/2024	Kyler Gifford	Looking for a Cessna 172	515-783-0064	kylergifford@gmail.com	06/11/24 Dave K: Kyler texted me and asked to be put on this list.
7	7/9/2024	Mitchel Sellers	Currently has Cirrus Looking at TBM700C2 or M600	515-707-3629	msellers@iowacomputergurus.com	07/09/24 Dave K: Mitch emailed asking to be put on the list. 09/06/24 Dave K spoke to Mitch a few weeks ago and he said he was going to pass at this time.
8	7/9/2024	Mike Hannam	Cardinal N2829X	515-556-7290	bigyellowjeep@msn.com	07/09/24 Dave K: Mike emailed asking to be put on the list.
9	8/23/2024	David Switzer	Lancair Legacy N84V	772-332-2016	dfcdfc@comcast.net	08/23/24 Dave K: David called asking about the hangars, I let him know more would be built next year. He'd like to find a few people with smaller planes to go in with him to lease the hangar.

MINUTES OF THE POLK COUNTY AVIATION AUTHORITY (PCAA)
Thursday, October 10, 2024 - 5:00 PM
Ankeny Regional Airport, 3700 SE Convenience Blvd., Ankeny, Iowa

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

Approval of Agenda

Board Member Johnson moved, second by Novak, to approve the agenda without amendment. Ayes: 5.

Public Forum

Resident of Southeast Ankeny – not in attendance

FBO Report

Dave Kalwishky reviewed his FBO Report with the Board.

Finance / Budget Report

Gardner reported on the 10/10/24 listing of bills.

Consent Agenda Items

1. Approval of September 5, 2024 minutes.
2. **RESOLUTION 2024-41** approving the lease agreements with the individuals and/or organizations detailed on the attached list.
3. Payment #23 to McClure Engineering Company for services that include General On-Call Engineering Services in the amount of \$5,667.76.
4. Payment #2 to McClure Engineering Company for Extend Runway 18: ADIP/Aeronautical Survey, Airspace Analysis and Data in the amount of \$16,995.55.
5. Payment #13 to McClure Engineering Company for Site Work & Vertical Infrastructure Construction Management, Administration and Observation for the North Property Line Box Hangars in the amount of \$500.00.
6. Payment #7 to McClure Engineering Company for Taxiway D Apron and Access Roadway Paving, Construction Management, Admin and Observation Services – Phase 4 in the amount of \$11,895.57.
7. Payment #6 to McClure Engineering Company for the Construction of Monument Signs 4 in the amount of \$774.00.
8. Payment #10 to McClure Engineering Company for services that includes Design & Bidding for Runway 18/36 in the amount of \$25,704.35.
9. Payment to Foth Infrastructure & Environment for IFE for Runway 18 Extension Design in the amount of \$3,800.00.
10. Approval of Bills and Transfer of Necessary Funds, \$173,315.14.
11. Approval of October 2024 Financial Reports.

Approval of Consent Agenda Items

Board Member Novak moved, second by Gardner, to approve Consent Agenda Items CA-1 through CA-11. Ayes: Novak, Gardner, Ashby, Johnson, Wangsness.

New Business

1. **RESOLUTION 2024-42** accepting two Iowa DOT Grant Agreements for the partial funding of the North Property Line Box Hangars Phase 2 Project at the Ankeny Regional Airport. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.
2. **RESOLUTION 2024-43** authorizing the execution of Task Order 07 for the design and bidding services with McClure Engineering for the North Property Line Box Hangars – Phase 2 Project. Novak moved, second by Ashby. Ayes: Novak, Ashby, Gardner, Johnson, Wangsness.
3. **RESOLUTION 2024-44** authorizing the execution of a Land Lease Agreement with the Iowa Department of Administrative Services for the purpose of the construction of a Department of Public Services aircraft hangar at the Ankeny Regional Airport, subject to review by the airport manager and legal counsel. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.
4. Motion to approve the construction plans for the Casey's Service Company Hangar on Phase 4 of the Taxiway D Hangar Development at the Ankeny Regional Airport. Ashby, moved, second by Novak. Ayes: Ashby, Novak, Gardner, Johnson, Wangsness.
5. Motion to approve the construction plans for the Rick's Landing Hangar on Phase 1 of the Taxiway D Hangar Development at the Ankeny Regional Airport. Ashby, moved, second by Gardner. Ayes: Ashby, Gardner, Johnson, Novak, Wangsness.
6. Motion to approve public officials' liability insurance with Indian Harbor Insurance Company for the policy year 09/20/24 – 09/19/25 and authorize revised premium payment in the amount of \$3,396.00. Gardner moved, second by Novak. Ayes: Gardner, Novak, Ashby, Johnson, Wangsness.

Reports

- A. Engineering Report – Pudenz
 - a. Phase 4 Taxiway D Project – Final Walk-thru Inspection
 - b. Construction Update: Construct Monument Signs Proposal
 - c. Project Update: Runway 18/36 Reconstruction and Extension Design/Coordination
- B. Staff Report - Moritz
 - a. Consider assuming the Gate Maintenance Services by Controlled Access. Novak moved, second by Johnson. Ayes: Novak, Johnson, Ashby, Gardner, Wangsness.
 - b. Runway 4/22 Possible Pavement Dip Correction
 - c. AMCG Management Agreement Review - Update
 - d. Bipartisan Infrastructure Law (BIL) Funding – Grant Application Status
 - e. Additional Emergency Patching – Runway Intersection
- C. Legal Counsel Report – Beattie
 - a. Discussion and direction on 2025 Farm Leases
- D. Board Report
- E. Chair Report

Adjournment

The meeting was adjourned at 6:04 p.m.

Attest: _____
Diane Klemme, Recording Secretary

Signed: _____
Jeff Wangsness, Acting Chairperson

Published in the Des Moines Register on the 18th day of October, 2024.

RESOLUTION 2024-XX

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

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

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

WHEREAS, Bill Sevenbergen executed a twelve-month lease for hangar D-01 with a termination date of December 31, 2024; and

WHEREAS, the lease is not in default under the lease and is requesting that the termination date of the lease be changed to October 31, 2024; and

WHEREAS, Scott Biller executed a two-month lease for hangar D-01 with a termination date of December 31, 2024.

WHEREAS, Scott Biller executed a twelve-month lease for hangar E-06 with a termination date of December 31, 2024; and

WHEREAS, the lease is not in default under the lease and is requesting that the termination date of the lease be changed to October 31, 2024; and

WHEREAS, Nick Wynen executed a two-month lease for hangar E-06 with a termination date of December 31, 2024.

WHEREAS, Todd McCormick executed a twelve-month tie-down lease with a termination date of December 31, 2024.

WHEREAS, the lease is not in default under the lease and is requesting that the termination date of the lease be changed to October 31, 2024; and

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

Dated at Ankeny, Iowa, this 7th day of November, 2024.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary



1360 NW 121st Street
Clive, IA 50325

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

September 28, 2024
Project No: 2022001042-013
Invoice No: 1
Due Date: October 28, 2024

Project 2022001042-013 Ankeny: Extend Runway 18 - Design and Bidding Services

Professional Services from September 01, 2024 to September 28, 2024

Phase 1 Part I: Design and Bidding Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Preliminary Design	5,620.00	100.00	5,620.00	0.00	5,620.00
30% Design	61,350.00	40.00	24,540.00	0.00	24,540.00
90% Design	124,560.00	0.00	0.00	0.00	0.00
Issued for Bid (100%)	23,210.00	0.00	0.00	0.00	0.00
Construction Permits	5,690.00	0.00	0.00	0.00	0.00
Advertise, Bidding, Contract Award	7,740.00	0.00	0.00	0.00	0.00
Project Management and Coordination	41,450.00	5.00	2,072.50	0.00	2,072.50
Subconsultants (Electrical Engineering)	15,987.00	0.00	0.00	0.00	0.00
Total Fee	285,607.00		32,232.50	0.00	32,232.50
			Total Fee		32,232.50
				Total this Phase	\$32,232.50

Phase 2 Part II: Additional Design and Bidding Services (If Necessary)

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
AIP Grant Administration (If Necessary)	4,640.00	0.00	0.00	0.00	0.00
Total Fee	4,640.00		0.00	0.00	0.00
			Total Fee		0.00
				Total this Phase	0.00
				Total Due this Invoice	\$32,232.50



PROGRESS REPORT

PROJECT # **2022001042-013**

PROJECT **ANKENY REGIONAL AIRPORT: EXTEND RUNWAY 18 – DESIGN AND BIDDING SERVICES**

PRJ MNGR **JAY PUDENZ, P.E., LEED AP**

CLIENT **POLK COUNTY AVIATION AUTHORITY** Phone **515.965.6420**
410 WEST 1ST STREET Fax
ANKENY, IOWA 50021 Email: **pmoritz@ankenyiowa.gov**

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

REPORTING PERIOD **SEPTEMBER 2024** NEXT REPORT **OCTOBER 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Finalized layout / profile for runway extension plans
- ✓ Prepared 30% plans, including
- ✓ Prepared 30% Engineer's Design Report (EDR), taking the EDR from the Reconstruct Runway 18/36 project and incorporating the design elements of the extension project

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Finalize 30% submittal (30% plans and 30% EDR) for review
- Complete QAQC check of 30% submittal
- Submit 30% submittal to Owner and FAA

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

Phase 1: Part I: Design and Bidding Services

Preliminary Design



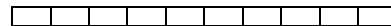
30% Design



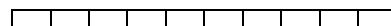
90% Design



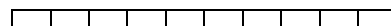
Issued for Bid (100%)



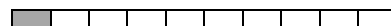
Construction Permits



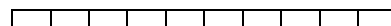
Advertise, Bidding and Contract Award



Project Management and Coordination

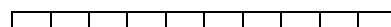


Subconsultants (Electrical Engineering)



Phase 2: Part II: Additional Design and Bidding Services (If Necessary)

AIP Grant Admin (If Necessary)



Project Title:	Ankeny: Reconstruct Runway 18/36 - Design and Bidding		
Contractor:	McClure Engineering Company		
Address:	1360 NW 121st St, Suite A, Clive, IA 50325		
Finance Budget Code:	644	Finance Project Code:	N/A
Vendor Project or Invoice #:	2022001042-004	PO #	N/A
Original Contract Date:	November 9, 2023	Vendor #	N/A

Date Printed: 10/17/2024
Page 21 of 134



1360 NW 121st Street
Clive, IA 50325

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

September 28, 2024
Project No: 2022001042-004
Invoice No: 11
Due Date: October 28, 2024

Project 2022001042-004 Ankeny Regional Airport: Reconstruct Runway 18/36: Design and Bidding

Professional Services from September 01, 2024 to September 28, 2024

Phase 1 Part I: Design and Bidding Services (AIP Eligible)

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Existing Conditions	3,220.00	100.00	3,220.00	3,220.00	0.00
AIP Grant Administration	7,950.00	85.00	6,757.50	6,360.00	397.50
Preliminary Design	8,180.00	100.00	8,180.00	8,180.00	0.00
30% Design	182,600.00	100.00	182,600.00	182,600.00	0.00
90% Design	457,477.00	92.00	420,878.84	411,729.30	9,149.54
Issued for Bid (100%)	64,670.00	0.00	0.00	0.00	0.00
Construction Permits	2,650.00	0.00	0.00	0.00	0.00
Advertise, Bidding, Contract Award	31,303.00	0.00	0.00	0.00	0.00
Project Closeout	1,800.00	0.00	0.00	0.00	0.00
Project Management and Coordination	48,660.00	85.00	41,361.00	38,928.00	2,433.00
Topographic Survey	3,655.00	100.00	3,655.00	3,655.00	0.00
Subcontractor - McFarland Johnson	32,700.00	0.00	0.00	0.00	0.00
Total Fee	844,865.00		666,652.34	654,672.30	11,980.04
Total Fee					11,980.04
Total this Phase					\$11,980.04

Phase 2 Part II: Design and Bidding Services (AIP Ineligible)

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Preliminary Design	3,880.00	0.00	0.00	0.00	0.00
Total Fee	3,880.00		0.00	0.00	0.00
Total Fee					0.00
Total this Phase					0.00

Project	2022001042-004	Ankeny - Reconst Runway 18/36 Design/Bid	Invoice	11
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Total Due this Invoice	\$11,980.04
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Outstanding Invoices

Number	Date	Balance
10	8/31/2024	25,704.35
Total		25,704.35

PROGRESS REPORT

PROJECT # **2022001042-004**

PROJECT **ANKENY REGIONAL AIRPORT: RECONSTRUCT RUNWAY 18/36 - DESIGN AND BIDDING**

PRJ MNGR **JAY PUDENZ, P.E., LEED AP**

CLIENT **POLK COUNTY AVIATION AUTHORITY** Phone **515.965.6420**
410 WEST 1ST STREET Fax
ANKENY, IOWA 50021 Email: **pmoritz@ankenyiowa.gov**

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

REPORTING PERIOD **SEPTEMBER 2024** NEXT REPORT **OCTOBER 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Continued on 90% design, including plans, specifications and 90% CSPP
- ✓ Held meeting as well with the Owner and FAA regarding design questions / issues (phasing, how to incorporate extension into plans, etc.)

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Continue on 90% design, including plans, specifications and 90% CSPP
- Coordinate runway extension plans/design into overall set of plans/specifications for the runway reconstruction project (one set of overall plans/specifications)

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

Part I: Design and Bidding Services (AIP Eligible)

Phase 200 – Existing Conditions



Phase 300 – AIP Grant Administration



Phase 400 – Preliminary Design



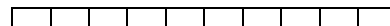
Phase 500.A – 30% Design



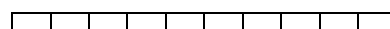
Phase 500.B – 90% Design



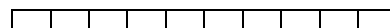
Phase 500.C – Issued for Bid (100%)



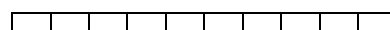
Phase 504 – Construction Permits



Phase 602 – Advertise, Bidding and Contract Award



Phase 800 – Project Closeout



Phase 700 – Topographic Survey

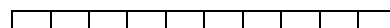


Phase 850 – Project Management and Coordination



Part II: Design and Bidding Services (AIP Ineligible)

Phase 400 – Preliminary Design



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Airport - Taxiway D Apron and Access Roadway Paving – Phase 4:
Construction Management, Admin, and Observation Services
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-005 **PO #** N/A
Original Contract Date: February 8, 2024 **Vendor #** N/A

Date of Board Meeting 7-Nov-24 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: 09/01/24 through: 09/28/24

Contract Summary

Original Contract Amount:	\$	79,730.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	79,730.00	
Total completed and stored to date:	\$	63,828.73	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	63,828.73	
Less previous applications for payment:	\$	61,551.10	
SUBTOTAL	\$		2,277.63

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

CURRENT PAYMENT DUE \$ 2,277.63

Balance to finish, including retainage: \$ 15,901.27

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: *David J. Jones* Date: 10/17/2024

PCAA Approval:
Signature: _____ Date: _____

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

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich
Email: pmoritz@ankenyiowa.gov; AGrgurich@AnkenyIowa.gov Phone: 515-965-6420 Fax: 515-965-6416



1360 NW 121st Street
Clive, IA 50325

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

September 28, 2024
Project No: 2022001042-005
Invoice No: 8
Due Date: October 28, 2024

Project 2022001042-005 Ankeny: Taxiway D Apron and Access Roadway Paving – Phase 4: Construction
Management, Admin, and Observation Services

Professional Services from September 01, 2024 to September 28, 2024

Phase 600 Construction Administration

	Hours	Rate	Amount	
Project Manager II	6.00	205.00	1,230.00	
Project Coordinator	1.50	135.00	202.50	
Totals	7.50		1,432.50	
Total Labor				1,432.50

Mileage (.67750 p/mile) 25.13

	Current	Prior	To-Date	
Total Billings	1,457.63	16,182.74	17,640.37	
Contract Limit (not-to-exceed)			19,570.00	
Contract Limit Remaining			1,929.63	
Total this Phase				\$1,457.63

Phase 650 Resident Project Representative

	Hours	Rate	Amount	
Project Manager II	4.00	205.00	820.00	
Totals	4.00		820.00	
Total Labor				820.00

	Current	Prior	To-Date	
Total Billings	820.00	31,946.72	32,766.72	
Contract Limit (not-to-exceed)			35,490.00	
Contract Limit Remaining			2,723.28	
Total this Phase				\$820.00

Phase 760 Construction Staking

	Current	Prior	To-Date	
Total Billings	0.00	6,304.35	6,304.35	
Contract Limit (not-to-exceed)			12,610.00	
Contract Limit Remaining			6,305.65	

Total this Phase

0.00

Phase

800

Project Closeout

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit (not-to-exceed)			3,780.00
Contract Limit Remaining			3,780.00

Total this Phase

0.00

Phase

850

Project Management and Coordination

	Current	Prior	To-Date
Total Billings	0.00	7,117.29	7,117.29
Contract Limit (not-to-exceed)			8,280.00
Contract Limit Remaining			1,162.71

Total this Phase

0.00

Total Due this Invoice

\$2,277.63

Outstanding Invoices

Number	Date	Balance
7	8/31/2024	11,895.57
Total		11,895.57



PROGRESS REPORT

PROJECT # **2022001042-005**

PROJECT **ANKENY REGIONAL AIRPORT – TAXIWAY D APRON AND ACCESS ROADWAY
PAVING – PHASE 4 - CONSTRUCTION MANAGEMENT,
ADMIN, AND OBSERVATION SERVICES**

PRJ MNGR **DAVE L. JOENS, P.E.**

CLIENT **POLK COUNTY AVIATION AUTHORITY** Phone **515.965.6420**
410 WEST 1ST STREET Fax
ANKENY, IOWA 50021 Email: **pmoritz@ankenyiowa.gov**

REPORT BY **DAVE L. JOENS, P.E.**
Email: **djoens@mcclurevision.com**

REPORTING PERIOD **SEPTEMBER 2024** NEXT REPORT **OCTOBER 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Continued Project Management & Coordination
- ✓ Conducted Final Walkthrough
- ✓ Continued RPR Services
- ✓ Initiated Closeout

Phase 600 – Construction Administration



Phase 650 – Resident Project Representative



Phase 760 – Construction Staking



Phase 800 – Project Closeout



FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Address Punch List Items
- Complete Project Closeout

Phase 850 – Project Management and Coordination



VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Ankeny Airport: Extend Runway 18: ADIP/Aeronautical Survey, Airspace
Project Title: Analysis, and Data
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-009 **PO #** N/A
Original Contract Date: July 8, 2024 **Vendor #** N/A

Date of Board Meeting 7-Nov-24 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 09/01/24 through: 09/28/24

Contract Summary

Original Contract Amount:	\$	90,992.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	90,992.00
Total completed and stored to date:	\$	50,203.10
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	50,203.10
Less previous applications for payment:	\$	23,175.75
SUBTOTAL	\$	27,027.35

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

CURRENT PAYMENT DUE \$ 27,027.35

Balance to finish, including retainage: \$ 40,788.90

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

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

Engineer/Consultant Approval: McClure
Firm Name

Signature: [Signature] Date: 10/17/2024

PCAA Approval:

Signature: _____ Date: _____

City of Ankeny Staff Approval:

Signature: _____ Date: _____

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich

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



1360 NW 121st Street
Clive, IA 50325

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

September 28, 2024
Project No: 2022001042-009
Invoice No: 3
Due Date: October 28, 2024

Project 2022001042-009 Ankeny: Extend Runway 18: ADIP/Aeronautical Survey, Airspace Analysis, and Data Collection Services

Professional Services from September 01, 2024 to September 28, 2024

Phase 1 Part I: Aeronautical Survey, Airspace Analysis, and Data Collection/Submission Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
FAA Aeronautical Obstruction Survey	30,901.00	100.00	30,901.00	23,175.75	7,725.25
FAA ADIP Submission	6,374.00	50.00	3,187.00	0.00	3,187.00
Subconsultant-NV5	53,717.00	30.00	16,115.10	0.00	16,115.10
Total Fee	90,992.00		50,203.10	23,175.75	27,027.35
Total Fee					27,027.35
Total this Phase					\$27,027.35
Total Due this Invoice					\$27,027.35

Outstanding Invoices

Number	Date	Balance
2	8/31/2024	16,995.55
Total		16,995.55

PROGRESS REPORT

PROJECT # **2022001042-009**

PROJECT **ANKENY REGIONAL AIRPORT – EXTEND RUNWAY 18: ADIP/AERONAUTICAL SURVEY, AIRSPACE ANALYSIS AND DATA**

PRJ MNGR **JAY PUDENZ, P.E., LEED AP**

CLIENT **POLK COUNTY AVIATION AUTHORITY** Phone **515.965.6420**
410 WEST 1ST STREET Fax
ANKENY, IOWA 50021 Email: **pmoritz@ankenyiowa.gov**

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

REPORTING PERIOD **SEPTEMBER 2024** NEXT REPORT **OCTOBER 2024**

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Established Runway End Monuments
- ✓ Documented runway end/threshold locations
- ✓ Determined/validated runway length and width
- ✓ Determined/validated and document position for NAVAIDs
- ✓ Prepared Sketches (Runway Ends, NAVAIDs)
- ✓ Finalized and submitted ADIP Statement of Work package to FAA
- ✓ Received FAA approval on the Statement of Work

Part I: Aeronautical Survey, Airspace, and Data Collection Submission Services

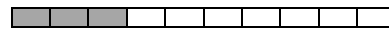
Phase A – FAA Aeronautical Obstruction Survey



Phase B – FAA Airport Data and Information Portal (ADIP) Submission



Phase C – Subconsultants-NV5



FORECAST OF ACTIVITIES FOR NEXT PERIOD

- Submit NAVAID design information to Subconsultant (NV5)
- NV5 to upload NAVAID data to files for proposed work to get submitted to the FAA

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Board Meeting 7-Nov-24 **PAYMENT REQUEST #** 24
PAYMENT PERIOD: From: 09/01/24 through: 09/28/24

Contract Summary

Original Contract Amount:	\$	-
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)		\$68,482.22
Total completed and stored to date:		\$68,482.22
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:		\$68,482.22
Less previous applications for payment:		\$66,444.72
SUBTOTAL	\$	2,037.50

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

CURRENT PAYMENT DUE \$ 2,037.50

Balance to finish, including retainage: -

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

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

Engineer/Consultant Approval: McClure Engineering Company
Signature: [Signature] Date: 10/17/2024
Firm Name

PCAA Approval:
Signature: _____ Date: _____

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

Work completed:
-Preparation of a memorandum proposing possible solutions and estimated costs
-Preparation of survey / lease area exhibit and plat for Highway Patrol Lease Area

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



1360 NW 121st Street
Clive, IA 50325

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

September 28, 2024
Project No: 2022001042-000
Invoice No: 24
Due Date: October 28, 2024

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

Professional Services from September 01, 2024 to September 28, 2024

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Project Manager I	5.50	185.00	1,017.50	
Professional Land Surveyor	3.00	180.00	540.00	
Project Manager III	1.50	230.00	345.00	
Project Coordinator	1.00	135.00	135.00	
Totals	11.00		2,037.50	
Total Labor				2,037.50
			Total this Phase	\$2,037.50
			Total Due this Invoice	\$2,037.50

Outstanding Invoices

Number	Date	Balance
23	8/31/2024	5,667.73
Total		5,667.73

APPLICATION FOR PARTIAL PAYMENT NO. 4

PROJECT: Ankeny Regional Airport
Taxiway D Apron and Access Road Paving - Phase 4
OWNER: Polk County Aviation Authority (PCAA)
CONTRACTOR: Concrete Technologies, Inc.
ADDRESS: 1001 SE 37th Street, Grimes, IA 50111
DATE: August 27, 2024

McCLURE PROJECT NO.: 2022001042-005
Iowa DOT AIP PROJECT NO.: 9I240IKV100

July 25, 2024 (PA#3) through August 27, 2024

1. CONTRACT SUMMARY:

Original Contract Amount:	\$567,490.85	CONTRACT PERIOD:	80 Calendar Days
Net Change by Change Orders:	<u>\$0.00</u>	Original Contract Date:	February 8, 2024
Contract Amount to Date:	\$567,490.85	Original Contract Time:	80 Calendar Days

2. WORK SUMMARY:

Total Work Performed to Date:	\$573,986.10	Revised by Change Order:	0
Retainage: 5%	<u>\$28,699.31</u>	Contract Time to Date:	80 Calendar Days
Total Earned Less Retainage:	\$545,286.79	Time Used to Date:	<u>95 Calendar Days</u>
Less Previous Applications for Payment:	<u>\$498,546.17</u>	Contract Time Remaining:	-15 Calendar Days
AMOUNT DUE THIS APPLICATION:	<u><u>\$46,740.62</u></u>	Substantial Completion Date:	August 31, 2024 (on or before) (as per Contract)

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
- (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests, and encumbrances.

Concrete Technologies, Inc.
CONTRACTOR

By

DATE:

10/25/24

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

McClure
ENGINEER

By

DATE: 10/25/2024

5. OWNER'S APPROVAL:

Polk County Aviation Authority
OWNER

By

DATE:

Summary of Pay Request No. 4
Ankeny Regional Airport - Ankeny, Iowa
Taxiway D Apron and Access Roadway Paving (Phase 4) - Iowa DOT Project No. 91240(KV100)

Item No.	Desc.	Bid Quantity	Unit	Unit Price	Bid or Change Order Cost	Previous Period(s)		Current Period		Total (To-Date)	
						Quantity	Cost	Quantity	Cost	Current Quantity	% Complete
BASE BID											
1	TOPSOIL ON-SITE	730	CY	12.50	\$ 9,125.00	365.00	\$ 4,562.50		\$ 4,562.50	730.00	100%
2	EXCAVATION, CLASS 10	2,000	CY	7.00	\$ 14,000.00	2,000.00	\$ 14,000.00		\$ 14,000.00	2,000.00	100%
3	CONCRETE PAVEMENT	4,200	SY	2.00	\$ 8,400.00	4,200.00	\$ 8,400.00		\$ 8,400.00	4,200.00	100%
4	CONCRETE CURB	840	LF	1.50	\$ 1,260.00	840.00	\$ 1,260.00		\$ 1,260.00	840.00	100%
5	REMOVE, SALVAGE, AND RESURFACING GRANULAR SURFACING	4,200	SY	10.00	\$ 42,000.00	4,200.00	\$ 42,000.00		\$ 42,000.00	4,200.00	100%
6	MODIFIED BASE (DOT 4123)	4,600	SY	1.60	\$ 7,360.00	4,600.00	\$ 7,360.00		\$ 7,360.00	4,600.00	100%
7	GEOTEXTILE FABRIC	1	LS	1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ 1,000.00	1.00	100%
8	LOCATION AND PROTECTION OF EXISTING UTILITIES	80	LF	284.00	\$ 22,720.00	80.00	\$ 22,720.00		\$ 22,720.00	80.00	100%
9	TRENCH AND PROTECTION OF EXISTING UTILITIES	171	LF	8.00	\$ 1,368.00	171.00	\$ 1,368.00		\$ 1,368.00	171.00	100%
10	SANITARY SEWER SERVICE STUB, PVC, 6 IN. DIA.	200	LF	100.00	\$ 20,000.00	200.00	\$ 20,000.00		\$ 20,000.00	200.00	100%
11	PIPE CULVERT, TRENCHED, CLASS V RCP, 24 IN. DIA.	4	EA	1,500.00	\$ 6,000.00	4.00	\$ 6,000.00		\$ 6,000.00	4.00	100%
12	PIPE APRON, RCP, 24 IN. DIA.	2	EA	575.00	\$ 1,150.00	2.00	\$ 1,150.00		\$ 1,150.00	2.00	100%
13	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN. DIA.	780	LF	31.00	\$ 24,180.00	780.00	\$ 24,180.00		\$ 24,180.00	780.00	100%
14	PIPE APRON GUARD	356	LF	112.00	\$ 39,872.00	356.00	\$ 39,872.00		\$ 39,872.00	356.00	100%
15	4" UNDERDRAIN, PVC, INSTALLED IN TRENCH	6	EA	775.00	\$ 4,650.00	6.00	\$ 4,650.00		\$ 4,650.00	6.00	100%
16	12" ROOF DRAIN COLLECTOR, PVC, INSTALLED IN TRENCH	1	EA	1,950.00	\$ 1,950.00	1.00	\$ 1,950.00		\$ 1,950.00	1.00	100%
17	UNDERDRAIN CLEANOUT	3	EA	710.00	\$ 2,130.00	3.00	\$ 2,130.00		\$ 2,130.00	3.00	100%
18	12" TYPE 2A CLEANOUT	1	LS	1,185.00	\$ 1,185.00	1.00	\$ 1,185.00		\$ 1,185.00	1.00	100%
19	UNDERDRAIN CONNECTION TO RCP CULVERT (TYPE PC-1 CONCRETE COLLAR CONNECTION)	4,590	SY	51.75	\$ 238,462.50	4,590.00	\$ 238,462.50		\$ 238,462.50	4,590.00	100%
20	REMOVAL OF RETENTION	130	SY	90.00	\$ 11,700.00	130.00	\$ 11,700.00		\$ 11,700.00	130.00	100%
21	PAVEMENT, PLAIN PCC, 7 IN.	1	LS	4,200.00	\$ 4,200.00	0.75	\$ 3,150.00		\$ 3,150.00	0.75	100%
22	PAVEMENT, REINFORCED PCC, 7 IN.	340	SF	6.45	\$ 2,193.00	340.00	\$ 2,193.00		\$ 2,193.00	340.00	100%
23	PCC PAVEMENT SAMPLES AND TESTING	170	SY	90.00	\$ 15,300.00	170.00	\$ 15,300.00		\$ 15,300.00	170.00	100%
24	PAVEMENT MARKING, WATERBORNE	77	TN	3.11	\$ 239.27	77.00	\$ 239.27		\$ 239.27	77.00	100%
25	PAVED SHOULDER, PCC, 6 IN.	1	LS	1,365.00	\$ 1,365.00	0.50	\$ 682.50		\$ 682.50	0.50	100%
26	PAVED SHOULDER, GRANULAR, TYPE B	16	AC	3,900.00	\$ 62,400.00	16.00	\$ 62,400.00		\$ 62,400.00	16.00	100%
27	HYDRAULIC SEEDING, CONTRA B	1	LS	1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ 1,500.00	1.00	100%
28	HYDRAULIC SEEDING, CONTRA B	1	LS	2,100.00	\$ 2,100.00	0.50	\$ 1,050.00		\$ 1,050.00	0.50	100%
29	SWPPP PREPARATION	400	LF	2.00	\$ 800.00	200.00	\$ 400.00		\$ 400.00	200.00	100%
30	FILTER SOCK, 8 IN. DIA.	400	LF	1.00	\$ 400.00	200.00	\$ 200.00		\$ 200.00	200.00	100%
31	SILT FENCE OR SILT FENCE DITCH CHECK	400	LF	2.00	\$ 800.00	200.00	\$ 400.00		\$ 400.00	200.00	100%
32	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	400	LF	1.00	\$ 400.00	200.00	\$ 200.00		\$ 200.00	200.00	100%
33	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEBRIS	400	LF	1.00	\$ 400.00	200.00	\$ 200.00		\$ 200.00	200.00	100%
34	EROSION CONTROL, MULCHING, HYDROMULCH	2,100	SY	2,500.00	\$ 5,250.00	2,100.00	\$ 5,250.00		\$ 5,250.00	2,100.00	100%
35	TEMPORARY ROLLED EROSION CONTROL PRODUCT	1	LS	32,000.00	\$ 32,000.00	0.761719	\$ 24,375.01		\$ 24,375.01	0.761719	100%
36	MOBILIZATION	288	LF	3.40	\$ 979.20	288.00	\$ 979.20		\$ 979.20	288.00	100%
37	TRENCH OR PLOW FOR DUCT	164	LF	2.00	\$ 328.00	164.00	\$ 328.00		\$ 328.00	164.00	100%
38	REMOVE EXISTING TAXIWAY CABLE AND CONDUIT	162	LF	1.10	\$ 178.20	162.00	\$ 178.20		\$ 178.20	162.00	100%
39	REMOVE EXISTING TAXIWAY CABLE AND CONDUIT	2	EA	61.00	\$ 122.00	2.00	\$ 122.00		\$ 122.00	2.00	100%
40	REMOVE EXISTING TAXIWAY EDGE LIGHT, STAKE MOUNTED	500	LF	1.95	\$ 975.00	500.00	\$ 975.00		\$ 975.00	500.00	100%
41	#6 AWG, SKV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT	324	LF	3.30	\$ 1,069.20	324.00	\$ 1,069.20		\$ 1,069.20	324.00	100%
42	#6 BAR COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING GROUND RODS AND CONNECTIONS	288	LF	3.25	\$ 936.00	288.00	\$ 936.00		\$ 936.00	288.00	100%
43	(1) 2" DUCT, SCH. 40 PVC, IN TRENCH OR (1) 2" HDPE SDR-13.5 DUCT, PLOWED	164	LF	20.00	\$ 3,280.00	164.00	\$ 3,280.00		\$ 3,280.00	164.00	100%
44	3" SCHEDULE 80 PVC/HOPE CONDUIT, TRENCHED, IN DUCT BANK	8	EA	950.00	\$ 7,600.00	8.00	\$ 7,600.00		\$ 7,600.00	8.00	100%
45	RETRORFLECTIVE MARKER	10	EA	107.00	\$ 1,070.00	10.00	\$ 1,070.00		\$ 1,070.00	10.00	100%
46	PROPOSED STREET LIGHT POLE, FIXTURE, AND PRECAST FOUNDATION, COMPLETE WITH WIRING CONNECTION	1	EA	5,280.00	\$ 5,280.00	1.00	\$ 5,280.00		\$ 5,280.00	1.00	100%
47	ELECTRICAL JUNCTION BOX	3	EA	600.00	\$ 1,800.00	3.00	\$ 1,800.00		\$ 1,800.00	3.00	100%
48	SCHEDULE 40 PVC CONDUIT	376	LF	3.45	\$ 1,297.20	376.00	\$ 1,297.20		\$ 1,297.20	376.00	100%
49	SCHEDULE 40 PVC CONDUIT	45	LF	15.00	\$ 675.00	45.00	\$ 675.00		\$ 675.00	45.00	100%
50	(2) #4 THIN-2 CU AND (1) #4 THIN-2 CU EGC	1,245	LF	1.75	\$ 2,178.75	1,245.00	\$ 2,178.75		\$ 2,178.75	1,245.00	100%
TOTAL - BASE BID							\$ 487,255.71		\$ 487,255.71		100.00%
CHANGE ORDER NO. 1											
51	ELECTRICAL JUNCTION BOX	2	EA	600.00	\$ 1,200.00	2.00	\$ 1,200.00		\$ 1,200.00	2.00	100%
52	SCHEDULE 40 PVC CONDUIT	380	LF	3.45	\$ 1,311.00	380.00	\$ 1,311.00		\$ 1,311.00	380.00	100%
53	SCHEDULE 50 PVC CONDUIT	110	LF	15.00	\$ 1,650.00	110.00	\$ 1,650.00		\$ 1,650.00	110.00	100%
54	(2) #4 THIN-2 CU AND (1) #4 THIN-2 CU EGC	1,143	LF	1.75	\$ 2,000.25	1,143.00	\$ 2,000.25		\$ 2,000.25	1,143.00	100%
TOTAL - CHANGE ORDER NO. 1							\$ 6,495.25		\$ 6,495.25		100.00%
Current Cost Total for Base Bid and Approved Change Orders					\$ 573,986.10	\$ 487,255.71	\$ 86,730.39	\$ 573,986.10	\$ 573,986.10	\$ 573,986.10	100.00%

Summary	
Value of Completed Work	\$ 573,986.10
Less Retainage 5.00%	\$ 28,699.31
Net Amount Due Through This Request	\$ 545,286.79
Less Amounts Previously Approved	\$ 498,546.17
Amount Due This Request	\$ 46,740.62

**POLK COUNTY AVIATION AUTHORITY
LISTING OF BILLS TO BE APPROVED
FOR THE NOVEMBER 7, 2024 BOARD MEETING**

Vendor	Amount	Date of Invoice	Description
Allen Lawn Care and Landscaping	400.00	10/30/24	Rough cut mowing
Aviation Management Consulting Group	1,061.50	10/17/24	IKV Management Agreement Review
Brick Gentry Law Firm	1,710.00	10/25/24	General legal services
Controlled Access	1,966.00	10/21/24	Maintenance protection plan 09/01/24 - 08/31/25
Cryotech	2,555.24	10/09/24	1-265 gal totes E36 liquid runway deicer
Cutting Edge Outdoors, LLC	1,290.00	10/06/24	Perimeter mowing and additional fence line mowing
Exec 1 Aviation	5,000.00	10/31/24	On-site management fee
Lamson Dugan & Murray LLP	680.00	10/09/24	Outside legal counsel services
McClure Engineering	2,037.50	09/28/24	Professional services
MidAmerican Energy	395.93	10/09/24	Lift station; Runway lights; Lighting services
Paul Moritz	97.84	10/24/24	Reimbursement for lunches/water/ice during meetings with Aviation Management Consulting Group
Perficut	1,348.00	10/08/24	Aquatic Herbicide Application applied 10/01/24
Tenant deposit refund	170.00	10/28/24	William Sevenbergen D-01
USDA, APHIS, General	1,701.72	10/01/24	Wildlife mitigation services
Total Airport Operations Fund	\$ 20,413.73		
McClure Engineering	27,027.35	09/28/24	Extend Runway 18: ADIP/Aeronautical Survey, Airspace Analysis, and Data Collection Services
McClure Engineering	32,232.50	09/28/24	Extend Runway 18 - Design and Bidding Services
McClure Engineering	2,277.63	09/28/24	Taxiway D Apron & Access Rodway Paving - Phase 4, Engineering (Construction Management)
Concrete Technologies	46,740.62	10/25/24	Taxiway D Apron & Access Rodway Paving - Phase 4, Construction Services
McClure Engineering	11,980.04	09/28/24	Reconstruct Runway 18/36 Design and Bidding Engineering Professional Services
Total Capital Improvements Fund	\$ 120,258.14		
Grand Total	\$ 140,671.87		FY 2024 charges paid in FY 2025

See attachments for more information regarding:

Contractor/project costs

Snow removal costs, if applicable

Insurance renewal costs, if applicable

POLK COUNTY AVIATION AUTHORITY

Balance Sheet

As of October 31, 2024

Oct 31, 24

ASSETS

Current Assets

Checking/Savings

102 · FIRST NATIONAL BANK

5,632,384.35

Total Checking/Savings

5,632,384.35

Other Current Assets

113 · PRE-PAID EXPENSES

57,194.71

114 · LEASE RECEIVABLE

580,175.49

Total Other Current Assets

637,370.20

Total Current Assets

6,269,754.55

Fixed Assets

140 · NON-DEPRECIABLE ASSETS

6,956,965.27

141 · DEPRECIABLE ASSETS

27,022,208.05

180 · CONSTRUCTION IN PROGRESS

3,237,188.89

181 · ACCUMULATED DEPRECIATION

(19,266,195.63)

Total Fixed Assets

17,950,166.58

TOTAL ASSETS

24,219,921.13

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202 · ACCOUNTS PAYABLE

140,105.94

Total Accounts Payable

140,105.94

Other Current Liabilities

204 · RETAINAGE PAYABLE

28,699.31

206 · DEFERRED REVENUE

12,625.07

207 · HANGAR/LEASE ADVANCE DEPOSITS

17,650.00

209 · DEFERRED LEASE REVENUE

560,559.69

Total Other Current Liabilities

619,534.07

Total Current Liabilities

759,640.01

Total Liabilities

759,640.01

Equity

3000 · INVESTED IN CAPITAL ASSETS

17,431,139.06

3001 · UNRESTRICTED NET ASSETS

6,289,626.18

3003 · RESTRICTED FOR AIRPORT IMPROVE

(260,484.12)

Total Equity

23,460,281.12

TOTAL LIABILITIES & EQUITY

24,219,921.13

POLK COUNTY AVIATION AUTHORITY
Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	683,369.91	1,366,740.00	(683,370.09)	50.0%
401 · LEASE AND LICENSE FEE INCOME	75,745.72	249,000.00	(173,254.28)	30.42%
403 · FUEL FEE INCOME	13,974.04	49,000.00	(35,025.96)	28.52%
404 · INTEREST INCOME	(4,356.00)	0.00	(4,356.00)	100.0%
407 · OTHER REVENUE	6,206.02	0.00	6,206.02	100.0%
Total Income	774,939.69	1,664,740.00	(889,800.31)	46.55%
Gross Profit	774,939.69	1,664,740.00	(889,800.31)	46.55%
Expense				
601 · OFFSITE MANAGEMENT SERVICES	0.00	75,700.00	(75,700.00)	0.0%
602 · POSTAGE & OFFICE SUPPLIES	0.00	1,300.00	(1,300.00)	0.0%
603 · ONSITE MANAGEMENT SERVICES	20,000.00	60,000.00	(40,000.00)	33.33%
604 · CONSULTING & MANAGEMENT	8,589.84	0.00	8,589.84	100.0%
610 · ADVERTISING & PROMOTION	76.90	700.00	(623.10)	10.99%
611 · PUBLICATIONS	511.20	2,300.00	(1,788.80)	22.23%
612 · CONFERENCES AND SEMINARS	550.88	4,000.00	(3,449.12)	13.77%
613 · LEGAL SERVICES	10,600.00	24,000.00	(13,400.00)	44.17%
614 · AUDIT SERVICES	3,000.00	16,100.00	(13,100.00)	18.63%
616 · GENERAL INSURANCE	2,868.18	8,700.00	(5,831.82)	32.97%
617 · PROPERTY INSURANCE	15,719.39	46,000.00	(30,280.61)	34.17%
618 · PUBLIC OFFICIALS INSURANCE	734.93	1,600.00	(865.07)	45.93%
630 · SNOW REMOVAL & MOWING	6,425.24	106,000.00	(99,574.76)	6.06%
631 · REPAIRS & MAINTENANCE (General)	60,158.10	115,000.00	(54,841.90)	52.31%
640 · UTILITIES	1,819.21	7,600.00	(5,780.79)	23.94%
644 · AIRPORT PLANNING & ENGINEERING	10,843.02	63,000.00	(52,156.98)	17.21%
645 · MISCELLANEOUS	0.00	100.00	(100.00)	0.0%
703 · NORTH PROPERTY LINE BOX HANGARS	1,155.62	1,264,350.00	(1,263,194.38)	0.09%
718 · EXTEND RUNWAY 18	86,235.60	0.00	86,235.60	100.0%
720 · SOUTH TERMINAL TEE HANGARS	0.00	50,000.00	(50,000.00)	0.0%
721 · TAXIWAY D ACCESS ROAD	105,634.68	0.00	105,634.68	100.0%
729 · RECONSTRUCT & EXTEND RW 18/36	69,476.74	14,737,130.00	(14,667,653.26)	0.47%
730 · SIGNING AND ENTRY IMPROVEMENTS	3,829.50	0.00	3,829.50	100.0%
734 · ELEVATOR AND LOBBY ADDITION	0.00	600,000.00	(600,000.00)	0.0%
736 · REMOVE & REPLACE PAVEMENT	0.00	1,108,000.00	(1,108,000.00)	0.0%
Total Expense	408,229.03	18,291,580.00	(17,883,350.97)	2.23%
Net Ordinary Income	366,710.66	(16,626,840.00)	16,993,550.66	(2.21%)
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	66,228.34	139,000.00	(72,771.66)	47.65%
504 · FAA GRANT REIMBURSEMENT	0.00	14,658,417.00	(14,658,417.00)	0.0%
505 · STATE GRANT REIMBURSEMENT	0.00	350,000.00	(350,000.00)	0.0%
Total Other Income	66,228.34	15,147,417.00	(15,081,188.66)	0.44%
Net Other Income	66,228.34	15,147,417.00	(15,081,188.66)	0.44%
Net Income	432,939.00	(1,479,423.00)	1,912,362.00	(29.26%)

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

As of October 31, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00

Sheet	Project Name	Contractors	Grant Eligible?	Original Contract Amount	Change orders & Non-Contract	Total Project Cost	Expenditures to date	Remaining Obligation	Retainage	Expected Grant Receipts	Grant Funds Received to date:	FY Completed
Sheet01	General Engineering - 2022 Agreement	McClure Engineering	EXP	68,482.22	-	68,482.22	68,482.22	-	-	-	-	-
Sheet08	General Planning - 2022 Agreement	HDR Engineering	EXP	42,000.00	-	42,000.00	12,692.01	29,307.99	-	-	-	-
Sheet03	Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	46,000.00	(5,163.03)	40,836.97	38,693.58	2,143.39	-	-	-	-
Sheet11	Strengthen & Extend RW 18/36	McClure & HDR	FAA	438,521.00	26,844.20	465,365.20	437,536.80	27,828.41	-	224,283	224,283	-
Sheet22	North Property Line Box Hangars	McClure, Jensen Builders	IaDOT	1,549,966.90	(2,354.33)	1,547,612.57	1,543,906.57	3,706.00	-	565,200	565,200	-
Sheet23	3-Year Vegetation Control Agreement	Perficut ('23-'25)	EXP	47,586.00	-	47,586.00	31,724.00	15,862.00	-	-	-	-
Sheet24	Taxiway D Apron and Access Roadway Paving-Phase 4	McClure & Concrete Tech	IaDOT	733,409.45	7,708.60	741,118.05	729,703.43	11,414.62	28,699.31	-	-	-
Sheet25	Airport Brand Signing and Entry Improvements	McClure & 818, LLC	EXP	102,964.89	-	102,964.89	23,391.50	79,573.39	-	-	-	-
Sheet29	North Property Line Box Hangars - Phase 2	McClure	IaDOT	411,425.00	-	411,425.00	-	411,425.00	-	-	-	-
Sheet26	Reconstruct Runway 18/36	McClure/Foth	FAA	761,250.00	1,690.62	762,940.62	672,142.96	90,797.66	-	-	-	-
Sheet30	Extend Runway 18	McClure	FAA	94,792.00	-	94,792.00	86,235.60	8,556.40	-	-	-	-
Sheet27	T-Hangars Gutter Replacement Project	Wood Roofing & Sheet Metal Co.	EXP	73,256.40	12,200.00	85,456.40	85,456.40	-	-	-	-	FY24
Sheet28	Rotating Beacon Replacement	Van Maanen Electric, Inc	EXP	22,753.00	-	22,753.00	22,753.00	-	-	-	-	FY24
Sheet07	Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	IaDOT	736,490.90	41,046.73	777,537.63	777,537.63	-	-	312,682	312,682	FY24
Grayed out = Completed items, no new charges expected				12,529,427.14	1,981,293.37	14,510,720.51	13,829,266.39	680,614.86	28,699.31	5,702,871	5,702,871	-
									\$ 28,699.31	\$ -		
									^= 204 Retainage Pay		^ = 110 Grant AR	

RESOLUTION

A RESOLUTION APPROVING THE BOX HANGAR, GARAGE, HANGAR AND TIE-DOWN LEASE DOCUMENTS FOR CALENDAR YEAR 2025

WHEREAS, the Polk County Aviation Authority (PCAA) owns and operates the Ankeny Regional Airport; and

WHEREAS, the PCAA annually reviews the box hangar, garage, hangar and tie-down lease documents for revisions to the lease terms and conditions; and

WHEREAS, the PCAA board has reviewed the leases and believes it to be in the best interest of the airport operations that no changes be made to the box hangar, garage, hangar and tie-down lease documents.

NOW, THEREFORE, BE IT RESOLVED by the Polk County Aviation Authority that the box hangar, garage, hangar and tie-down lease documents are hereby approved and Exec 1 Aviation is hereby authorized to proceed with the issuance of new or renewal leases in the forms hereto attached.

Dated, this 7th day of November, 2024.

Jeff Wangsness, Chairperson
Polk County Aviation Authority

ATTEST:

Diane Klemme, Recording Secretary

ANKENY REGIONAL AIRPORT – BOX HANGAR LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and _____, having a principal address at _____, herein referred to as Lessee.

Primary Phone: _____ Alternate Phone: _____

E-mail: _____

Airplane Make and Model: _____

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

Airplane Identification Number: N-_____

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

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

SECTION ONE – HANGAR AND GROUND SPACE

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

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

SECTION TWO – TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on _____, **2025** and ending on **December 31, 2025**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the box hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the box hangar to finish building a plane, Lessee may continue to lease the box hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of Nine Hundred Dollars (\$900.00) to be held and disbursed as a rental deposit.

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

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

Lessee agrees to pay Lessor for the exclusive use of the box hangar the sum of Ten Thousand Eight Hundred Dollars (\$10,800.00) per annum, computed at the rate of Nine Hundred Dollars (\$900.00) per month. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

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

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

SECTION FOUR – PROHIBITED ACTS

- a. Lessee shall not use the leased premises to compete in any way with any service offered by a Fixed Base Operator (FBO) located on the airport, including flight instructions, air charter, fuel or oil sales and maintenance, except Lessee may use the leased premises for maintenance performed by Lessee upon Lessee's aircraft.
- b. Except as set out in Section Two above, Lessee shall not use the leased premises for storage of unflyable aircraft or the construction of aircraft. Lessee shall keep only flight-worthy aircraft housed in the leased premises.
- c. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's aircraft which is in the aircraft when it is housed on the leased premises and no more than two (2) cases of lubricating oil in closed containers. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters, that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.
- d. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.
- e. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.
- f. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.

SECTION FIVE – MAINTENANCE AND UTILITIES

- a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights, electric heater, air compressor and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.
- b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the leased premises used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the leased premises in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

Lessor shall maintain the building and appurtenances; provided however, that Lessor shall not be obligated to make repairs occasioned by the negligent uses or action of Lessee; including but not limited to Lessee's alteration of the hangar door opener. If Lessor determines that the necessary repairs are the result of Lessee's negligence, Lessor shall notify Lessee in writing and Lessee shall have thirty (30) days within which to complete the repairs. If the repair is not completed in the allotted time, Lessor may have the damage repaired and bill Lessee for the cost.

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

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

SECTION THIRTEEN – NOTICE

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

LESSOR:

Polk County Aviation Authority

c/o Exec 1 Aviation

3700 SE Convenience Blvd

Ankeny, Iowa 50021

e-mail: **hangar@exec1aviation.com**

LESSEE:

Name: _____

Address: _____

City, State Zip: _____

e-mail: _____

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

LESSOR:

Name: **Polk County Aviation Authority**

Signed: _____

Title: **Chairperson**

Date: _____

LESSEE:

Name: _____

Signed: _____

Title: _____

Date: _____

GARAGE LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023 herein referred to as Lessor, and _____, and having a principal address at _____, herein referred to as Lessee.

Primary Phone: _____

Alternate Phone: _____

E-mail Address: _____

SECTION ONE - GARAGE BAY AND GROUND SPACE

Lessor leases to lessee that portion of the airport premises described as follows: Garage

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

SECTION TWO - TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on _____, **2025**, and ending on **December 31, 2025**. Lessee shall have the right to lease said garage bay only as long as Lessee has a plane or hangar at the Ankeny Regional Airport, or the garage bay is to be used for an aeronautical purpose.

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

SECTION THREE - RENTALS AND CHARGES

At the time of the execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred Twenty-five Dollars (\$125.00)** to be held and disbursed as a rental deposit.

Upon the termination of this Lease, absent any damages beyond the normal wear and tear to the leased premises, failure to return keys requiring an expense to rekey, or absent any default or violation of the provisions of this Lease which allows Lessor to retain all or a part of the security deposit, Lessor shall refund Lessee's security deposit in accordance with applicable state and local laws. In the absence of any state or local laws regarding the returning of security deposits, and upon the above conditions being met, Lessor shall refund Lessee's security deposit within thirty (30) days of the date of termination of this Lease. Also, in the absence of any state or local laws, if Lessee gives Lessor an incorrect or incomplete forwarding address, or if Lessee does not give Lessor a forwarding address, and Lessor is unable, after reasonable investigation, to determine Lessee's new mailing address within sixty (60) days from the date of termination of the Lease, the security deposit shall become the unconditional property of the Lessor.

Lessee agrees to pay Lessor for the exclusive use of the Garage Bay the sum of **One Thousand Five Hundred Dollars (\$1,500.00) per annum**, computed at the rate of **One Hundred Twenty-five Dollars (\$ 125.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

In the event of continued possession by Lessee, beyond the expiration of its tenancy (and absent a written

agreement by both parties for an extension of this lease, or for a new lease) Lessee shall pay rent in a monthly amount equal to One Hundred Fifty Percent (150%) of the monthly rental amount.

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

SECTION FOUR - PROHIBITED ACTS

- a. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's vehicle, which is in the vehicle when it is housed on the leased premises. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.
- b. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.
- c. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.
- d. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.
- e. Lessee shall not use the leased premises for the operation of a business or in support of a business operation, unless said business operation supports a flight department or has an aeronautical purpose.

SECTION FIVE - MAINTENANCE AND UTILITIES

- a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.
- b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the Garage Bay used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the Garage Bay in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

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

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

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

Lessee shall indemnify, defend and hold Lessor harmless against and with respect to any and all damages, claims, losses, liabilities, fines, penalties, and expenses of any kind, including without limitation, reasonable legal and consulting expenses (including attorney and expert fees and the costs of litigation before any court or agency), incurred by Lessor or which are asserted against or imposed upon Lessor by any other party (including without limit any governmental entity) to

the extent the event or environmental condition was caused or contributed to by Lessee's activities on or use of the Airport.

SECTION SEVEN - WAIVER

Lessee shall, at Lessee's expense, be solely responsible for securing at its own expense whatever insurance coverage it may desire on the contents of the Garage Bay. Lessor assumes no responsibility for loss of use, damage or destruction of personal property or injuries to persons occasioned by Lessee's use of the leased premises. Lessee's signature below is a waiver of any liability on the part of Lessor to Lessee and/or its invitees arising out of Lessee's occupancy and/or use of the leased premises.

SECTION EIGHT - INDEMNIFICATION OF LESSOR

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

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

SECTION NINE - TERMINATION BY LESSOR

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

SECTION TEN - INSPECTION BY LESSOR

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

Lessor shall maintain the building and appurtenances; provided however, that Lessor shall not be obligated to make repairs occasioned by the negligent uses or action of Lessee. If Lessor determines that the necessary repairs are the result of Lessee's negligence, Lessor shall notify Lessee in writing and Lessee shall have thirty (30) days within which to complete the repairs. If the repair is not completed in the allotted time, Lessor may have the damage repaired and bill Lessee for the cost.

SECTION ELEVEN - ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE - SUBORDINATION

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

In witness whereof, each party to this agreement has caused it to be executed at Ankeny, Iowa, on the date indicated below:

LESSOR:

Name: **Polk County Aviation Authority** _____

Signed: _____

Title: _____ **Chairperson** _____

Date: _____

LESSEE:

Name: _____

Signed: _____

Title: _____

Date: _____

HANGAR and GROUND SPACE LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and _____, having a principal address at _____, herein referred to as Lessee.

Primary Phone: _____ Alternate Phone: _____

E-mail: _____

Airplane Make and Model: _____

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

Airplane Identification Number: N-_____

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

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

SECTION ONE – HANGAR AND GROUND SPACE

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

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

SECTION TWO – TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on _____, **2025** and ending on **December 31, 2025**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

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

SECTION THREE – RENTALS AND CHARGES

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

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

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

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

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

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

SECTION FOUR – PROHIBITED ACTS

- a. Lessee shall not use the leased premises to compete in any way with any service offered by a Fixed Base Operator (FBO) located on the airport, including flight instructions, air charter, fuel or oil sales and maintenance, except Lessee may use the leased premises for maintenance performed by Lessee upon Lessee's aircraft.
- b. Except as set out in Section Two above, Lessee shall not use the leased premises for storage of unflyable aircraft or the construction of aircraft. Lessee shall keep only flight-worthy aircraft housed in the leased premises.
- c. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's aircraft which is in the aircraft when it is housed on the leased premises and no more than two (2) cases of lubricating oil in closed containers. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters, that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.
- d. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.
- e. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.
- f. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.

SECTION FIVE – MAINTENANCE AND UTILITIES

- a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights, electric heater, air compressor and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.
- b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the leased premises used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the leased premises in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

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

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

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

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

SECTION SEVEN – INSURANCE AND WAIVER

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

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

SECTION EIGHT – INDEMNIFICATION OF LESSOR

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

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

SECTION NINE – TERMINATION BY LESSOR

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

SECTION TEN – INSPECTION BY LESSOR

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

Lessor shall maintain the building and appurtenances; provided however, that Lessor shall not be obligated to make repairs occasioned by the negligent uses or action of Lessee; including but not limited to Lessee's alteration of the hangar door opener. If Lessor determines that the necessary repairs are the result of Lessee's negligence, Lessor shall notify Lessee in writing and Lessee shall have thirty (30) days within which to complete the repairs. If the repair is not completed in the allotted time, Lessor may have the damage repaired and bill Lessee for the cost.

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

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

SECTION TWELVE – SUBORDINATION

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

SECTION THIRTEEN – NOTICE

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

LESSOR:

Polk County Aviation Authority

c/o Exec 1 Aviation

3700 SE Convenience Blvd

Ankeny, Iowa 50021

e-mail: **hangar@exec1aviation.com**

LESSEE:

Name: _____

Address: _____

City, State Zip: _____

e-mail: _____

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

LESSOR:

Name: **Polk County Aviation Authority**

Signed: _____

Title: **Chairperson**

Date: _____

LESSEE:

Name: _____

Signed: _____

Title: _____

Date: _____

Tie-Down Lease

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023 herein referred to as Lessor, and _____, and having a principal address at _____, herein referred to as Lessee.

Primary Phone: _____ Alternate Phone: _____

E-mail: _____

Airplane Make and Model: _____

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

Airplane Identification Number: N-_____

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

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

Section One - Tie-Down Space

Lessor leases to Lessee that portion of the airport premises described as follows: _____.

Section Two - Term

Subject to earlier termination as provided below in this Agreement, the initial term of this Agreement shall be the period commencing on _____, **2025** and ending no later than **December 31, 2025**.

Section Three - Rentals and Charges

Lessee agrees to pay Lessor for the use of the tie-down space the sum of **Fifty Dollars (\$50.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month.

All services regarding weather protection shall be negotiated directly with the fixed base operator and are not provided by the Lessor.

Section Four - Statutes, Ordinances, Licenses, Rules and Regulations

Lessee will obtain, at its own expense, all necessary licenses and permits. Lessee will comply with all federal, state and local laws and ordinances. Further, Lessee will comply with all rules and regulations promulgated by Lessor.

Section Five - Insurance and Waiver

Lessee shall, at Lessee's expense, be solely responsible for securing insurance at its own expense.

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

Section Six - Indemnification of Lessor

Lessee agrees to pay Lessor, indemnify Lessor and hold Lessor harmless against any and all liability for injuries to persons or damage to property caused of Lessee's negligent use of or occupancy of the leased premises or caused by the negligence

of any Lessee's employees, officers, agents, guests or invitees; provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its agents or employees.

Section Seven - Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Further, if Lessee fails to make any payment due under this Agreement within ten days of the date on which such payment is due, or cure any other event of default within ten days, Lessor, at its options, may terminate this Agreement.

Section Eight - Assignment and Subletting

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

Section Nine - Subordination

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

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Ankeny, Iowa, on the date indicated below.

LESSOR:

Name: **Polk County Aviation Authority**

Signed: _____

Title: _____ **Chairperson**

Date: _____

LESSEE:

Name: _____

Signed: _____

Title: _____

Date: _____

Project No.: 2022001042-007
Project Name: Rehabilitate Maintenance Buliding Parking Lot
Ankeny Regional Airport (IKV)
Project Manager: Dave Joens, P.E.

TASK ORDER NO. 8
AGREEMENT FOR CONSULTING SERVICES
ANKENY REGIONAL AIRPORT
ANKENY, IOWA

This **TASK ORDER NO. 08**, made on the ____ day of _____, 2024, under the terms and conditions established in the **MASTER AGREEMENT**, dated the 6th day of October, 2022, by and between **McClure of Clive, IA** (herein referred to as "**Consultant**") and the **Polk County Aviation Authority (PCAA)** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Task Order. The **Consultant** shall provide engineering services at the request of the **Owner** which consists of the items listed below, located at the **Ankeny Regional Airport (IKV)**.

PROJECT DESCRIPTION:
DESIGN AND BIDDING SERVICES
RECONSTRUCT AIRPORT ENTRANCE ROUNDABOUT AND TERMINAL BUILDING PARKING LOT
BIL-AIG 3-19-0132-034 (FY25)
ANKENY REGIONAL AIRPORT, ANKENY, IOWA

1. The **Owner** shall provide information, which shall set forth the **Owner’s** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit ‘E’ for **Owner’s** responsibilities).
2. The **Consultant** shall provide the following services, including:

Part I: Engineering Design/Bidding Services

Item	Included	Not Included
100. <u>Airport Master Planning and Reports</u> 1. Preliminary Planning and Reports 2. Project Concepts 3. Capital Improvements Plan 4. Evaluation of Alternatives for Improvement 5. Master Planning Design/Concepts		X X X X X
200. <u>Existing Conditions</u> 1. Data Gathering/Inventory 2. Existing Condition Drawings 3. Storm Sewer Televising 4. Geographical Information Systems 5. Environmental Assessment 6. Airspace Obstruction Survey	X X X	X X X
300. <u>Bipartisan Infrastructure Law (BIL-AIG) Grant Administration</u> 1. Prepare BIL-AIG Grant Application 2. Prepare BIL-AIG Sponsor Certifications 3. Prepare BIL-AIG Invoice Summary & assist Owner w/ monthly reimbursements 4. Prepare BIL-AIG Sponsor Quarterly Performance Reports (assume 6 months) 5. Prepare BIL-AIG Financial Reports (SF-271 and SF-425 Forms) 6. Update 3-year DBE Program (Being/Been updated under separate project) 7. Prepare Pavement Maintenance Program in accordance with FAA AC 150/5380-7B: • Inventory of existing pavement conditions • Compilation of current reports (network definition map, DOT pavement condition index report, recent geotechnical report) • Preparation of Program Report (sections include General Information, Inspection Schedule, Pavement Inventory, Inspection Reports, Distress Identification Index, Economic Analysis/Network Priority Ranking, and Program Funding and Programming)	X X X	X X X X
400. <u>Preliminary Design</u> 1. Conduct Project Kickoff Meeting at Owner's Location. Prepare agenda and distribute minutes 2. Confirm Scope, Extent and Character of the Project: • Final Design Criteria • Field Survey to Determine Existing Conditions (1-4 hour visit by Project Manager/Project Engineer): • Pre-trip preparation • Post trip processing • Develop Construction Item List • Review Project Questions and Issues • Building Layouts • Operation and Maintenance Concepts • Utility Requirements • Project Limits Exhibit	X X X X X X X X X X X	X X

Item	Included	Not Included
435. <u>Soil Boring Coordination</u>		
1. Prepare Geotechnical Scope of Work and submit to Geotechnical Firm	X	
2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner	X	
3. Coordinate field exploration with Owner	X	
4. Review Geotechnical Report recommendations and provide comments	X	
500. <u>Final Design</u>		
A. <u>30% Design Phase</u>		
1. Perform Geometric Layout Design	X	
2. Perform Pavement Design	X	
3. Perform 30% Drainage Design	X	
4. Perform 30% Airfield Electrical Layout		X
5. Perform 30% Airfield Electrical Vault Analysis		X
6. Prepare 30% Project Drawings (Table 1 in Exhibit 'G')	X	
7. Prepare 30% Engineer's Report	X	
8. Prepare 30% "Opinion of Probable Construction Cost" / Budget Validation.	X	
9. Perform 30% QA/QC by Senior Airport Engineer	X	
10. Furnish 30% Documents.	X	
11. Conduct 30% Review Meeting via teleconference.	X	
B. <u>90% Design Phase</u>		
1. Formally Address FAA and Owner 30% Comments	X	
2. Perform 90% Geometric/Pavement/Drainage Design	X	
3. Perform 90% Airfield Electrical Design		X
4. Prepare 90% Project Drawings in accordance with Table 1 in Exhibit 'G'	X	
5. Prepare 90% Specifications	X	
6. Prepare 90% Engineer's Report	X	
7. Prepare Detailed Construction Schedule	X	
8. Prepare 90% "Opinion of Probable Construction Cost" / Budget Validation	X	
9. Perform 90% QA/QC by Senior Airport Engineer	X	
10. Furnish 90% Documents	X	
11. Conduct 90% Review Meeting at Owner's Location. Prepare agenda and distribute minutes	X	
12. Prepare Draft and Final CSPP Document:		
• Submit Draft CSPP		X
• Address FAA Draft CSPP comments		X
• Submit Final CSPP		X
C. <u>Issued for Bid (IFB) Package (100% Phase)</u>		
1. Formally Address FAA and Owner 90% Comments	X	
2. Prepare IFB (100%) Drawings, Specifications, and Bid Documents	X	
3. Furnish IFB (100%) Documents in accordance with Table 3 in Exhibit 'G'	X	
504. <u>Construction Permits</u>		
1. Erosion Control Plan/Permit:		
• Apply for NPDES Permit from DNR (Owner will be operator listed on permit). Engineer will not be liable for fines arising from noncompliance with SWPPP. The Owner shall be the Permit holder and shall pay for all costs associated with permit		X
• Prepare Storm Water Pollution Prevention Plan (SWPPP)		X
2. Iowa DOT Right-of-Way Permit		X
3. City Permits		X
4. County Permits		X
5. Other Permits, including Army Corps of Engineers Section 404 Permit		X
6. File and submit FAA OE/AAA Case Study along with runway offset exhibits:		
• FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form	X	
600. <u>Construction Administration</u>		
1. Prepare and Distribute Issued for Construction Plans and Specifications		X
2. Provide general administration of construction contract as Owner's representative		X
3. Prepare Construction Observation Program per FAA guidelines		X
4. Conduct Preconstruction Conference. Prepare agenda and distribute minutes		X
5. Visit site of construction at appropriate stages of construction to observe Contractor's work		X
6. Issue interpretations and clarifications of contract documents		X
7. Review Shop Drawings		X
8. Act as initial interpreter of the requirements of the Contract Documents		X
9. Review and process the Contractor's application for payment		X
10. Review certified payrolls for prevailing wage rates		X
11. Attend Construction Progress Meetings (assume 2)		X
12. Conduct Final Inspection. Prepare agenda and distribute minutes		X

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

Section 3.1: Basis of Compensation

Part I: Engineering Design/Bidding Services

3.1.1 For performing the Services identified within Part II, the **Owner** shall pay the **Consultant** a lump sum amount in accordance with the following:

Item	Description			
	100. Airport Master Planning and Reports		\$	
X	200. Existing Conditions	Lump Sum	\$	4,650.00
X	300. Bipartisan Infrastructure Law (BIL-AIG) Grant Administration	Lump Sum	\$	3,270.00
X	400. Preliminary Design	Lump Sum	\$	7,600.00
X	435. Soil Boring Coordination	Lump Sum	\$	1,410.00
X	500. Final Design	Lump Sum	\$	
	A. 30% Design	Lump Sum	\$	9,780.00
	B. 90% Design	Lump Sum	\$	33,630.00
	C. Issued for Bid (100%)	Lump Sum	\$	5,180.00
X	504. Construction Permits	Lump Sum	\$	1,220.00
	600. Construction Administration	Lump Sum	\$	
X	602. Advertise, Bidding, Contract Award	Lump Sum	\$	11,530.00
	603. Quality Assurance Testing Coordination	Lump Sum	\$	
	650. Resident Project Representative	Cost + Fixed Fee (NTE)	\$	
X	700. Topographic Survey	Lump Sum	\$	10,190.00
	760. Construction Staking	Lump Sum	\$	
	800. Project Closeout	Lump Sum	\$	
X	850. Project Management and Coordination	Lump Sum	\$	9,660.00
	960. Subconsultants	Lump Sum	\$	
Part I Total:				\$98,120.00

3.1.2 The lump sum includes compensation for the Services, Subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.

3.1.3 Although the **Consultant** recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate an adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.

Section 3.2: Additional Services

3.2.1 Any services rendered by the **Consultant** beyond those described in the Scope of Services shall be compensated on a lump sum basis as set forth in Section 3.1.

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

Section 3.3: Other Payment Provisions

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

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

4. The **Consultant** shall perform the Services and deliver the related Documents (if any) according to the following
- a. The Project Kickoff Meeting shall be conducted within thirty (30) calendar days of receipt of Notice to Proceed or executed Agreement from the **Owner** whichever date comes later.
 - b. Within ninety (90) calendar days from Notice to Proceed or executed Agreement from **Owner**, the **Consultant** shall submit 30% drawings, Engineer's design report narrative, and preliminary CSPP whichever date comes later.
 - c. Within ninety (90) calendar days from receipt of 30% review comments from **Owner** and FAA, the **Consultant** shall submit 90% level plans sheets, specifications, and design report narrative whichever date comes later.
 - d. Issued for Bid plans and specifications shall be submitted to the **Owner** within thirty (30) calendar days of conducting the final review meeting and receipt of final review comments from the **Owner** and FAA.
 - e. Sponsor Certifications for Consultant Selection, Project Plans and Specifications, and Construction/Equipment Contracts shall be submitted to the **Owner** within ten (10) calendar days of the submittal of the Issued for Bid plans and specifications.
 - f. The bid opening shall be conducted within thirty (30) calendar days of **Owner** and FAA authorization to bid.
 - g. Bid tabulation shall be submitted to the **Owner** within three (3) business days of the bid opening.
5. This Agreement represents the entire and integrated Agreement between the **OWNER** and the **CONSULTANT**.

		Included	Not Included
Exhibit 'A':	Consultant Terms and Conditions Standard Agreement	X	
Exhibit 'B':	Hourly Rate Schedule		X
Exhibit 'C':	Detailed Scope of Work		X
Exhibit 'D':	Subconsultant(s) Contract		X
Exhibit 'E':	Owner's Responsibilities to Consultant	X	
Exhibit 'F':	Duties and Responsibilities for Resident Project Representative (RPR)		X
Exhibit 'G':	Project Exhibit / CIP Data Sheet with Engineer's Opinion of Probable Costs / Estimated Plan Sheets	X	
Exhibit 'H':	Opinion of Probable Cost		X
Exhibit 'I':	Federal Provisions	X	
Exhibit 'J':	Estimated Cost of Consultant Services	X	

SPECIAL INSTRUCTIONS:

OWNER: Polk County Aviation Authority (PCAA)
Ankeny Regional Airport (IKV)
Ankeny, Iowa

By:

Name:

Title:

ENGINEER: McClure
Clive, Iowa

By:



Name:

Dave Joens, P.E.

Title:

Project Manager

McCLURE ENGINEERING COMPANY
CONSULTANT STANDARD TERMS AND CONDITIONS
 (Effective 1/1/2024 through 12/31/2024)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2 If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is proceeding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may,

upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

25.0 WAIVER OF CONSEQUENTIAL DAMAGES: **Consultant** and **Owner**, to the fullest extent permitted by law, waive claims against each other for any incidental, indirect, or consequential damages arising out of or relating to this Project or this Agreement. This mutual waiver shall include, but is not limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party has incurred related to this Project.

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

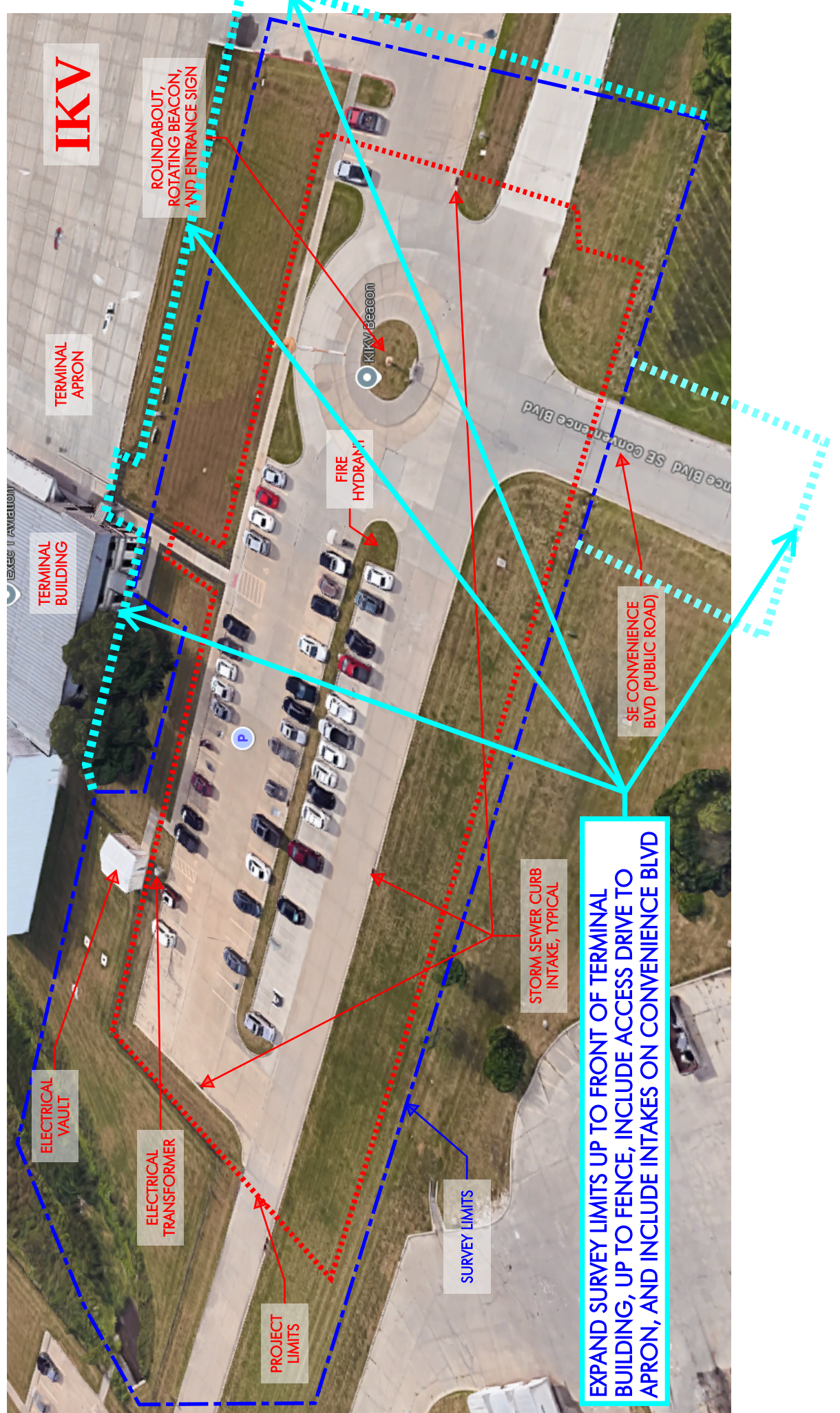
1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

EXHIBIT G

McCLURE ENGINEERING COMPANY

PROJECT EXHIBIT / CIP DATA SHEET WITH COST OPINION / ESTIMATED PLAN SHEETS
RECONSTRUCT AIRPORT ENTRANCE ROUNDABOUT AND TERMINAL BUILDING PARKING LOT





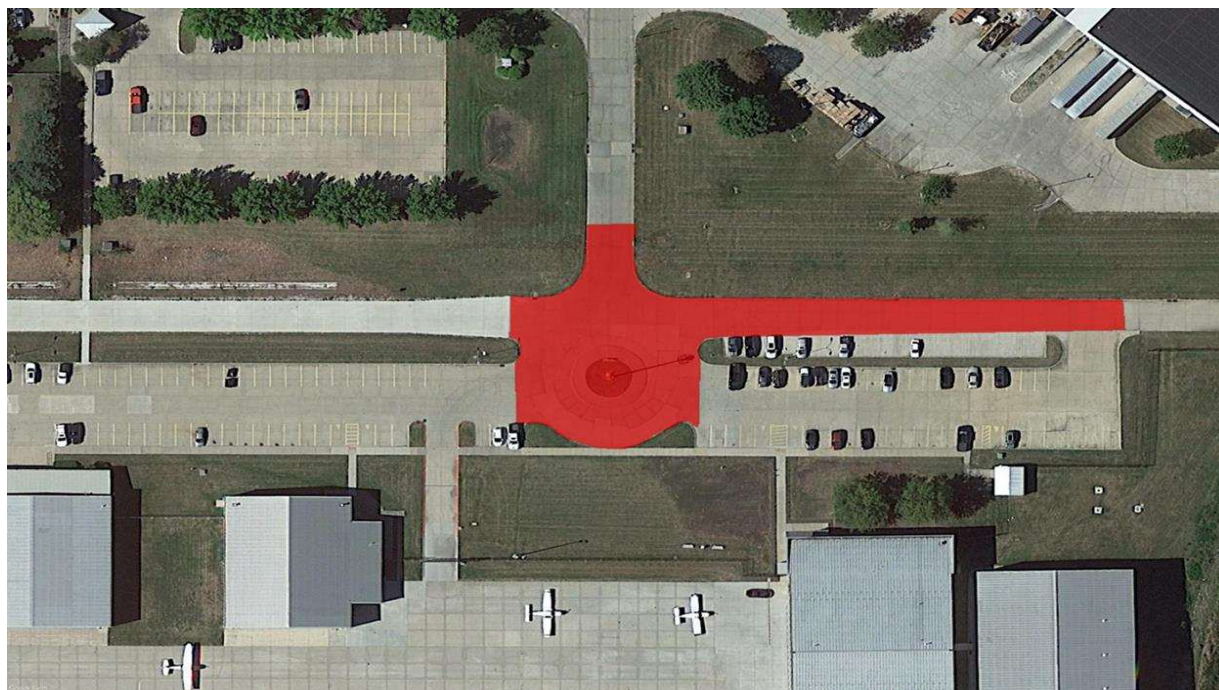
FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	Remove and Replace Pavement - Entrance Drive Roundabout		
Local Priority:	3	Fed. Share (AIP):	
FFY Requested:	2025	Fed. Share (BIL-AIG):	\$530,000
NEPA Determination:	9/27/2016	State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$28,000
		Total Project Cost:	\$558,000

Justification:

The entrance road, entry road to FAA building, and roundabout currently experience poor drainage and continued pavement deterioration including shattered slabs, spalling, and high severity linear cracking. It is no longer cost effective for the Airport to continue funding annual pavement maintenance.



SPONSOR SIGNATURE BLOCK			
Signature:	<i>Jeff Wangsness</i> 3DABCB8E346D489	Date:	12/7/23
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangsness@citruking.com

OPINION OF PROBABLE PROJECT COST**PROJECT:** REMOVE AND REPLACE PAVEMENT - ENTRANCE DRIVE AND ROUNDABOUT**AIRPORT:** ANKENY REGIONAL AIRPORT**DATE:** DECEMBER 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	COST
GP-50-1	CONSTRUCTION STAKING	1	LS	\$ 12,000.00	\$12,000
GP-105-1	MOBILIZATION	1	LS	\$ 38,000.00	\$38,000
GP-105-2	TRAFFIC CONTROL	1	LS	\$ 7,500.00	\$7,500
P-101-1	REMOVAL OF EXISTING PAVEMENT	2,300	SY	\$ 10.00	\$23,000
P-152-1	UNCLASSIFIED EXCAVATION	800	CY	\$ 15.00	\$12,000
P-152-2	TRIM, SHAPE, AND COMPACT SUBGRADE	2,800	SY	\$ 6.00	\$16,800
P-156-1	SILT FENCE, INSTALL AND REMOVE	1,140	SY	\$ 5.00	\$5,700
P-156-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION AND MANAGEMENT	1	LS	\$ 6,000.00	\$6,000
P-208-1	6" AGGREGATE BASE COURSE	2,800	SY	\$ 15.00	\$42,000
P-501-1	7" PCC PAVEMENT	2,300	SY	\$ 80.00	\$184,000
SP-1	ENGINEERING FABRIC	3,000	SY	\$ 5.00	\$15,000
P-620-1	PAVEMENT MARKINGS	1	LS	\$ 20,000.00	\$20,000
D-705-1	STORMWATER IMPROVEMENTS	1	LS	\$ 40,000.00	\$40,000
T-901-1	SEEDING, FERTILIZING, AND MULCHING	1.0	AC	\$ 8,000.00	\$8,000
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST					\$430,000
GEOTECHNICAL INVESTIGATION					\$10,000
TOPOGRAPHIC SURVEY					\$15,000
DESIGN PHASE ENGINEERING					\$40,000
BIDDING SERVICES					\$10,000
CONSTRUCTION SERVICES					\$50,000
SPONSOR ADMINISTRATION					N/A
QA MATERIAL TESTING (EST.)					\$3,000
FAA INSTRUMENT APPROACH PROCEDURE DEVELOPMENT					N/A
FAA FLIGHT INSPECTION					N/A
TOTAL ESTIMATE OF PROBABLE PROJECT COST					\$558,000

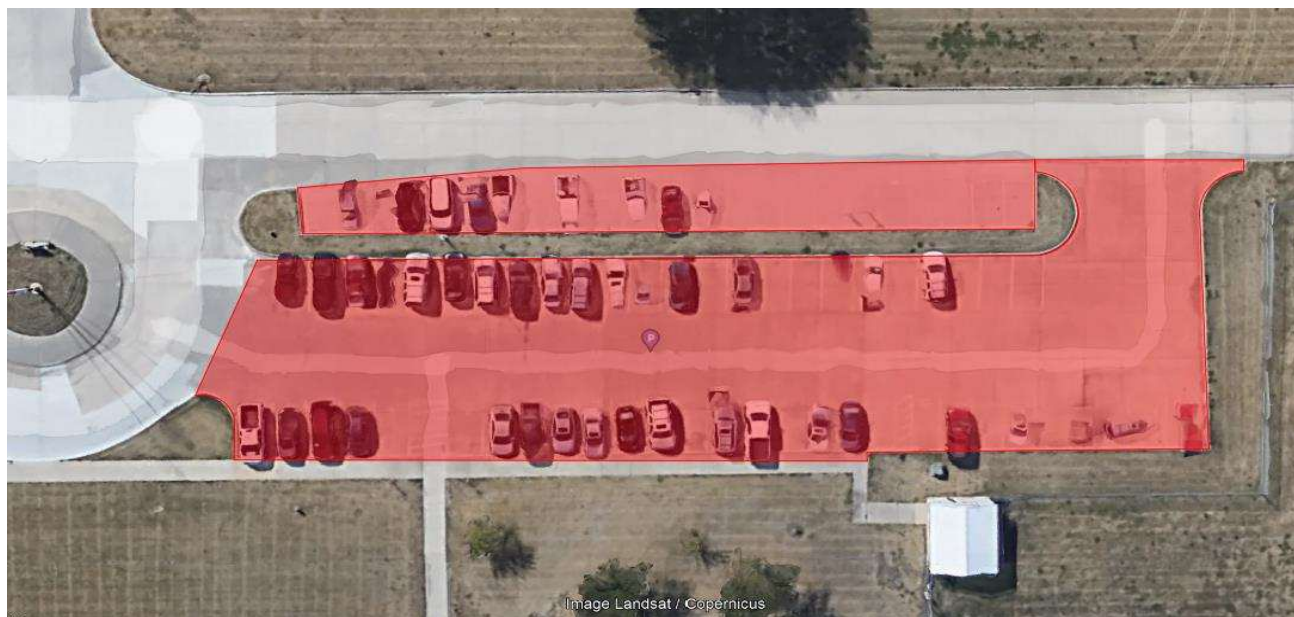
FEDERAL AVIATION ADMINISTRATION
CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Ankeny Regional Airport, IKV, Ankeny, Iowa		
AIP Project Type:	Remove and Replace Pavement - Terminal Building Parking Lot		
Local Priority:	4	Fed. Share (AIP):	
FFY Requested:	2025	Fed. Share (BIL-AIG):	\$295,000
NEPA Determination:	9/27/2016	State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$255,000
		Total Project Cost:	\$550,000

Justification:

The parking lot currently experiences poor drainage and continued pavement deterioration including shattered slabs and high severity linear cracking. The Airport completed emergency patching in 2017, but it is no longer cost effective for the Airport to continue funding annual pavement maintenance.



SPONSOR SIGNATURE BLOCK			
Signature:	<i>Jeff Wangsness</i>	Date:	12/7/23
Printed Name:	Jeff Wangsness	Title:	Chair - PCAA Board
Phone Number:	515-262-3021	Email:	jwangness@citruking.com

OPINION OF PROBABLE PROJECT COST

PROJECT: REMOVE AND REPLACE PAVEMENT - TERMINAL BUILDING PARKING LOT
AIRPORT: ANKENY REGIONAL AIRPORT
DATE: DECEMBER 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	COST
GP-50-1	CONSTRUCTION STAKING	1	LS	\$ 12,000.00	\$12,000
GP-105-1	MOBILIZATION	1	LS	\$ 37,000.00	\$37,000
GP-105-2	TRAFFIC CONTROL	1	LS	\$ 7,500.00	\$7,500
P-101-1	REMOVAL OF EXISTING PAVEMENT	2,600	SY	\$ 10.00	\$26,000
P-152-1	UNCLASSIFIED EXCAVATION	875	CY	\$ 16.00	\$14,000
P-152-2	TRIM, SHAPE, AND COMPACT SUBGRADE	2,600	SY	\$ 5.00	\$13,000
P-208-1	6" AGGREGATE BASE COURSE	2,600	SY	\$ 15.00	\$39,000
P-501-1	7" PCC PAVEMENT	2,600	SY	\$ 85.00	\$221,000
SP-1	ENGINEERING FABRIC	2,600	SY	\$ 5.00	\$13,000
P-620-1	PAVEMENT MARKINGS	1	LS	\$ 24,000.00	\$24,000
D-705-1	STORMWATER IMPROVEMENTS	1	LS	\$ 40,000.00	\$40,000
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST					\$446,500
GEOTECHNICAL INVESTIGATION					N/A
TOPOGRAPHIC SURVEY					\$2,000
DESIGN PHASE ENGINEERING					\$50,000
BIDDING SERVICES					\$5,000
CONSTRUCTION SERVICES					\$45,000
SPONSOR ADMINISTRATION					N/A
QA MATERIAL TESTING (EST.)					\$1,500
FAA INSTRUMENT APPROACH PROCEDURE DEVELOPMENT					N/A
FAA FLIGHT INSPECTION					N/A
TOTAL ESTIMATE OF PROBABLE PROJECT COST					\$550,000

TABLE 1 - ESTIMATED PLAN SHEETS

Sheet Title	# Sheets	30%	90%	IFB
Cover Sheet	1	X	X	X
Index of Plan Sheets and Estimated Quantities	1	X	X	X
General Legend and Abbreviations	1	X	X	X
General Airport Notes	1		X	X
Project Layout Plan	1	X	X	X
Geometric Layout and Survey Control Plan	1	X	X	X
Phasing Plan	2		X	X
Safety Details	1		X	X
Existing Conditions	1	X	X	X
Drainage & Underdrain Plans	1		X	X
Grading Plan	1		X	X
Grading and Drainage Details	2		X	X
Storm Sewer Structure Details	1		X	X
Erosion Control Details	1		X	X
Typical Pavement Sections	1	X	X	X
Plan and Profile	1	X	X	X
Elevation Plan	1		X	X
Geometric & Joint Layout Plans	1		X	X
Pavement Details	1		X	X
Marking Plan and Marking Details	2	X	X	X
Total	23	9	23	23

EXHIBIT I

McCLURE ENGINEERING COMPANY

FEDERAL PROVISIONS

RECONSTRUCT AIRPORT ENTRANCE ROUNDABOUT AND TERMINAL BUILDING PARKING LOT



FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

PROVISIONS APPLICABLE TO ALL CONTRACTS

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PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING	9
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CLEAN AIR AND WATER POLLUTION CONTROL.....	15
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PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS	15
DISADVANTAGED BUSINESS ENTERPRISE	15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

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

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

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

SEISMIC SAFETY

Reference: 49 CFR Part 41

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

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

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

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

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

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

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

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

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

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

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

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

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

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

Certification of Lower Tier Contractors Regarding Debarment

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

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

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

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

4. Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

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

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

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

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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EXHIBIT J

McCLURE ENGINEERING COMPANY

ESTIMATED COST OF CONSULTANT SERVICES

RECONSTRUCT AIRPORT ENTRANCE ROUNDABOUT AND TERMINAL BUILDING PARKING LOT



Exhibit J

Part I. Engineering Design/Bidding Services

RECONSTRUCT AIRPORT ENTRANCE ROUNDABOUT AND TERMINAL BUILDING PARKING LOT

BIL-AIG 3-19-0132-034 (FY25)
ANKENY REGIONAL AIRPORT
ANKENY, IOWA

I. Direct Salary Costs

Title	Hours	Rate	Cost
Principal In Charge	8	\$84.30	\$ 674
Project Manager II	164	\$71.80	\$ 11,775
Engineer II	170	\$44.90	\$ 7,633
Senior Engineer	17	\$61.24	\$ 1,041
Engineering Technician II	67	\$35.46	\$ 2,376
Project Coordinator	83	\$32.24	\$ 2,676
Survey Crew Chief/PLS	26	\$53.08	\$ 1,380
Survey Crew (2-Person)	16	\$62.45	\$ 999
Total	551		

Total Direct Salary Costs \$ **28,555**

II. Labor and General Administrative Overhead*

Percentage of Direct Salary Costs 195.99% \$ **55,964**

III. Subtotal (I+II)

\$ 84,519

IV. Profit

15% of Item III **\$ 12,677**

V. Direct Non-Salary Expenses

8.5x11	2,290 pages	@	\$ 0.07	per page	\$ 160
11x17	1,290 pages	@	\$ 0.14	per page	\$ 180
Full-Size Plots	0 pages	@	\$ 0.72	per page	\$ -
Reports	4 reports	@	\$ 50.00	per report	\$ 200
Postage	2 mailings	@	\$ 15.00	per mailing	\$ 30
Vehicle Mileage	320 miles	@	\$ 0.67	per mile	\$ 214
Car	0 each	@	\$ 100.00	each	\$ -
Lodging	0 nights	@	\$ 96.00	per night	\$ -
Meals	14 meals	@	\$ 10.00	per meal	\$ 140

Total Direct Non-Salary Expenses \$ **924**

VI. Subcontract Costs

Geotechnical Investigation & Utility Locates Under Separate Contract with Sponsor \$ -
Total Subcontract Costs \$ -

VII. Total Lump Sum (III+IV+V+VI)

\$ 98,120

*Overhead rate is fixed for the duration of this agreement

RESOLUTION 2024-

**A RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER 08 FOR
DESIGN AND BIDDING SERVICES WITH McCLURE ENGINEERING FOR THE
REHABILITATE TERMINAL BUILDING ENTRANCE AND PARKING LOT
PROJECT**

WHEREAS, the Polk County Aviation Authority is responsible for the maintenance and expansion of the facilities at the Ankeny Regional Airport, including runways, taxiways and ramp areas and

WHEREAS, the PCAA Board acknowledges the need to reconstruct the seriously deteriorated pavements for the terminal building parking lot and the entrance/round-about at the Ankeny Regional Airport, and

WHEREAS, the PCAA will be receiving two Federal Bipartisan Infrastructure Law (BIL) grants from the Federal Aviation Administration (FAA) to partially fund the two pavement replacement projects, and

WHEREAS, the two projects are included in the current and proposed Airport Capital Improvements program with construction scheduled for FFY 2025, and

WHEREAS, McClure Engineering Company has prepared Task Order No. 08 which establishes the scope of the design and bidding services needed to engineer the two pavement replacement projects as a single construction project for an amount not to exceed \$98,120.00.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Aviation Authority approves Task Order No. 08 for the Rehabilitate Terminal Building Entrance and Parking Lot Project pending FAA concurrence, and further authorizes the Chairperson to sign the said task order.

Dated at Ankeny, Iowa, this 7th day of November, 2024.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary



Paul Moritz, P.E.
Airport Board Manager

Memorandum

TO: Justin Strom (Snyder) and Nate Stieler (OPN Architects)

DATE: September 23, 2024

RE: Iowa DPS Hangar Plan Comments

Justin and Nate: I reviewed the site plan drawings and the building elevation drawing that I received on September 20, 2024. I made general comments on these plans and checked them against our Airport Hangar Construction Standards. Pending addressing these comments, I will recommend that the Board approve these plans at their next meeting on October 10th:

Site Plan:

Sheet C100:

- The title block does not have the address number. The hangar address will need to be assigned by the city planners and displayed on the street side of the hangar per the city fire department.

Sheet C200:

- Note 2B: It is anticipated that the access roadway will not need to be disturbed by the utility connections. If this is not the case, do not open-cut the access roadway without prior approval of the airport manager.
- Note 2C: Please reset the edge marker that will be disturbed by the apron paving.
- Note 3C: What type of joint will be installed where the new apron paving attaches to the existing apron?
- Note 5A: The locations of the walk-in doors on this sheet do not match the door locations on the building elevation drawing.
- Note 7A: The roof downspouts on the northeast face of the building are shown being connected to the existing roof drain line. The three downspouts on the southwest face of the building should also be connected to the roof drain line, or connected into a single pipe that outlets into the adjacent swale.
- The survey identified a 12" plastic lid near the southwest corner of the building. This lid will need to be adjusted and reset in the proposed paving at this location.

Checking the plans against the Airport Hangar Standards:

Location: OK

Dimensions: OK

Hangar Height: The maximum height is shown as 32'-10" on the building elevation drawing. This height generally matches the existing hangars and should meet the requirements of the FAA.

Framework: The plan information does not include enough detail to show that the framework will be metal. Please verify.

Adjacent Hangars: OK

Doors: Metal doors are specified, OK. The garage-sized door on the land side of the hangar will be recommended to the board for approval. As I recall, the MidAmerican electric cable that runs along the hangar site is a single-phase line. Please be aware of this, in case the large hangar doors require 3-phase power.

Flatwork: OK.

Exterior Wall Materials: The walls are shown as metal panel cladding. OK.

Roofing Materials: The roof is called out as standing seam panels. OK

Exterior Colors: The exterior of the building needs to be white with gray trim.

Signing: No building signs are shown on the plans. OK.

Parking and Access: OK

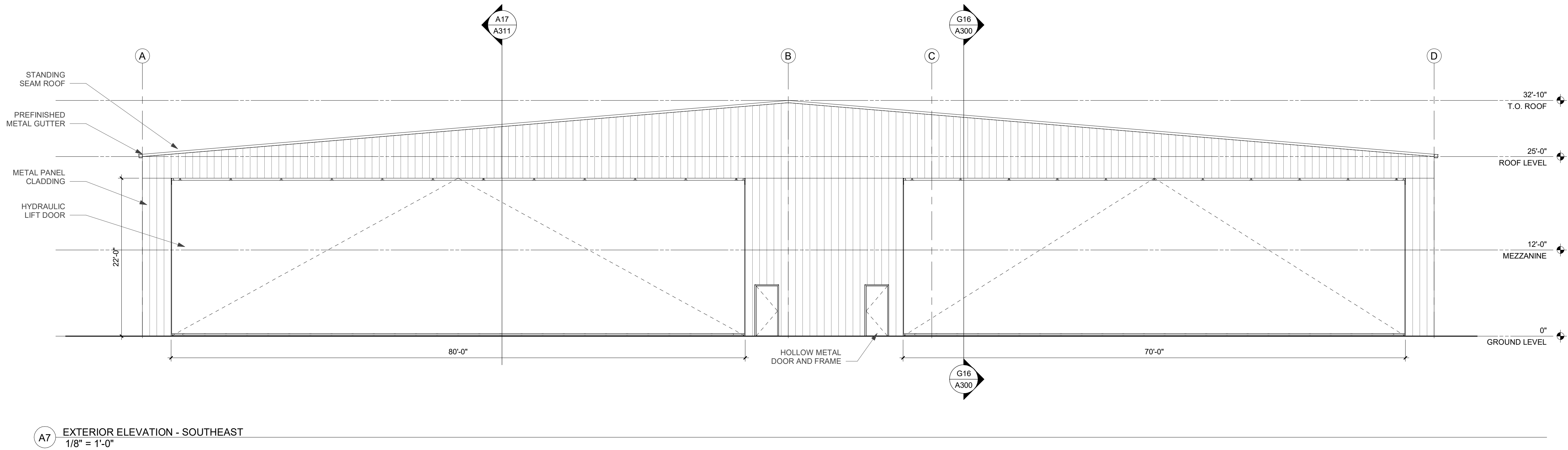
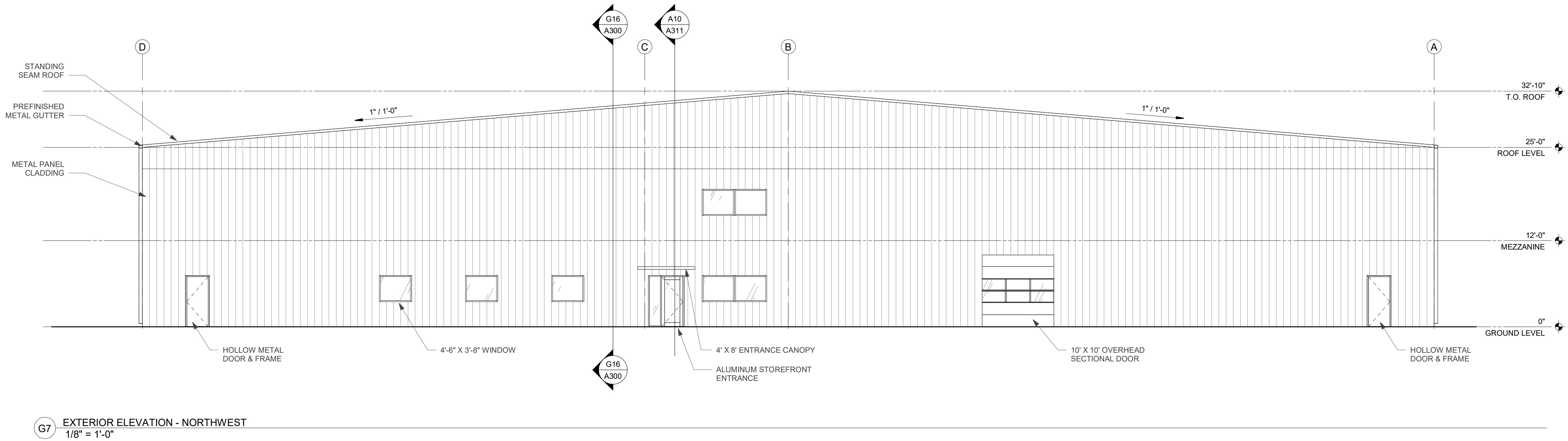
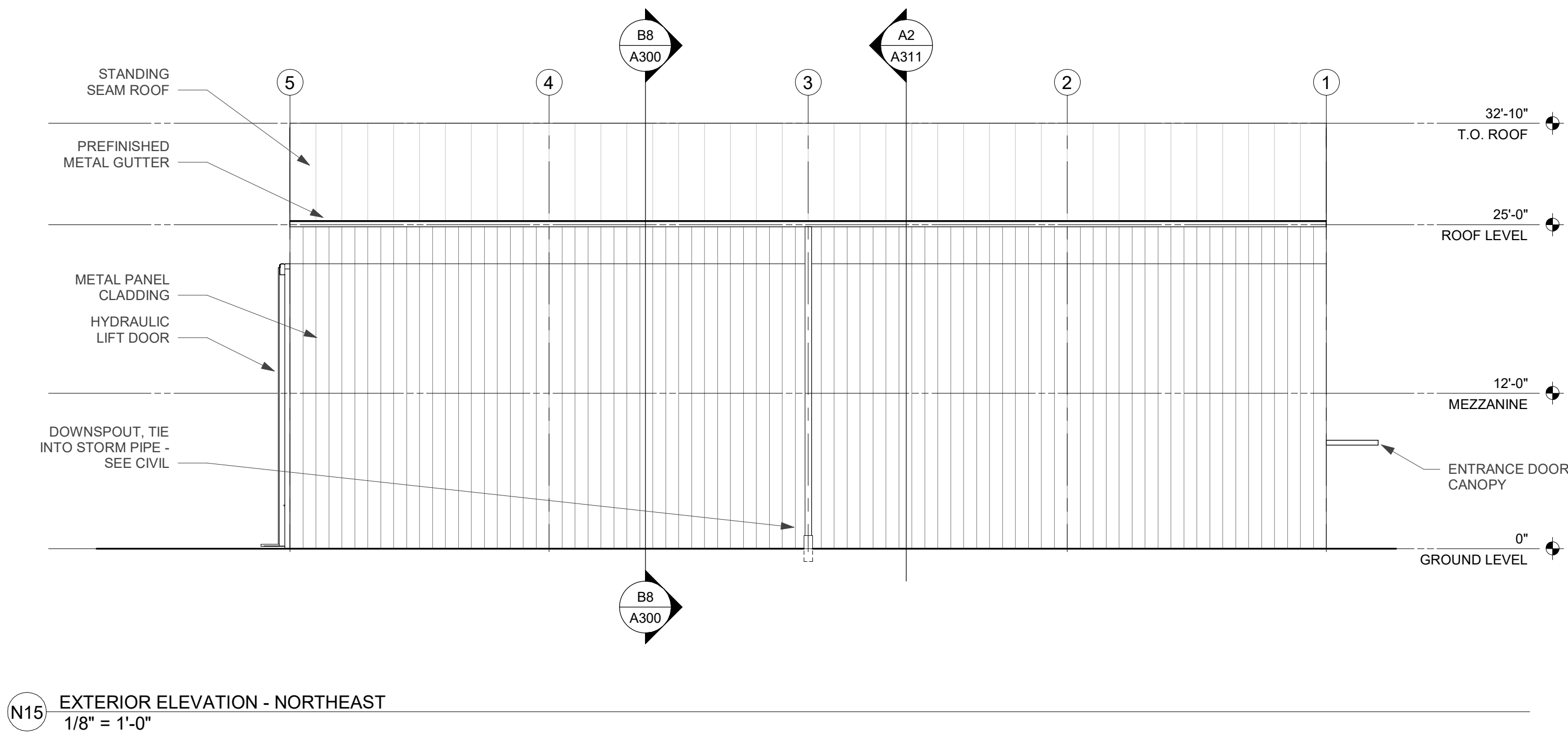
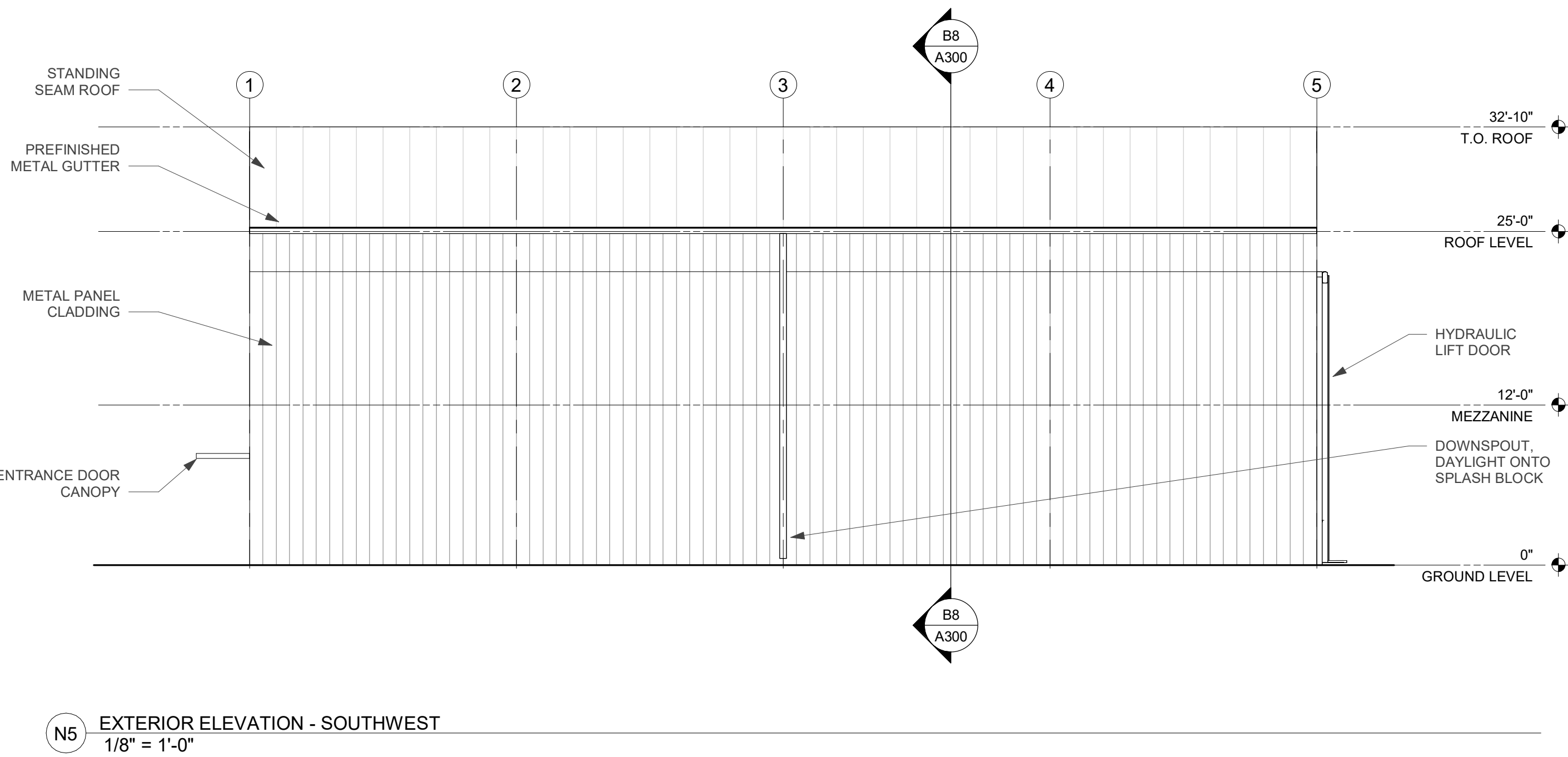
Lighting: No lights are shown on the elevation drawings. Verify that any building lights on the airside of the hangar will be shielded/hooded from shining onto the airfield.

Landscaping: The plans do not include any landscaping improvements beyond seeding. OK.

Security: N/A

Site Drainage: The grading plan on Sheet C300 shows that the east edge of the access roadway is very flat but has positive fall to the northeast. The area between the roadway edge and the hangar will be paved. This paving will need to be completed so that there are not ponded areas in the parking stalls, etc.

Utilities: No issues noted. The specific location of the sanitary sewer service can be verified by McClure. The location of the electric transformer will need to be coordinated with MidAmerican Energy.



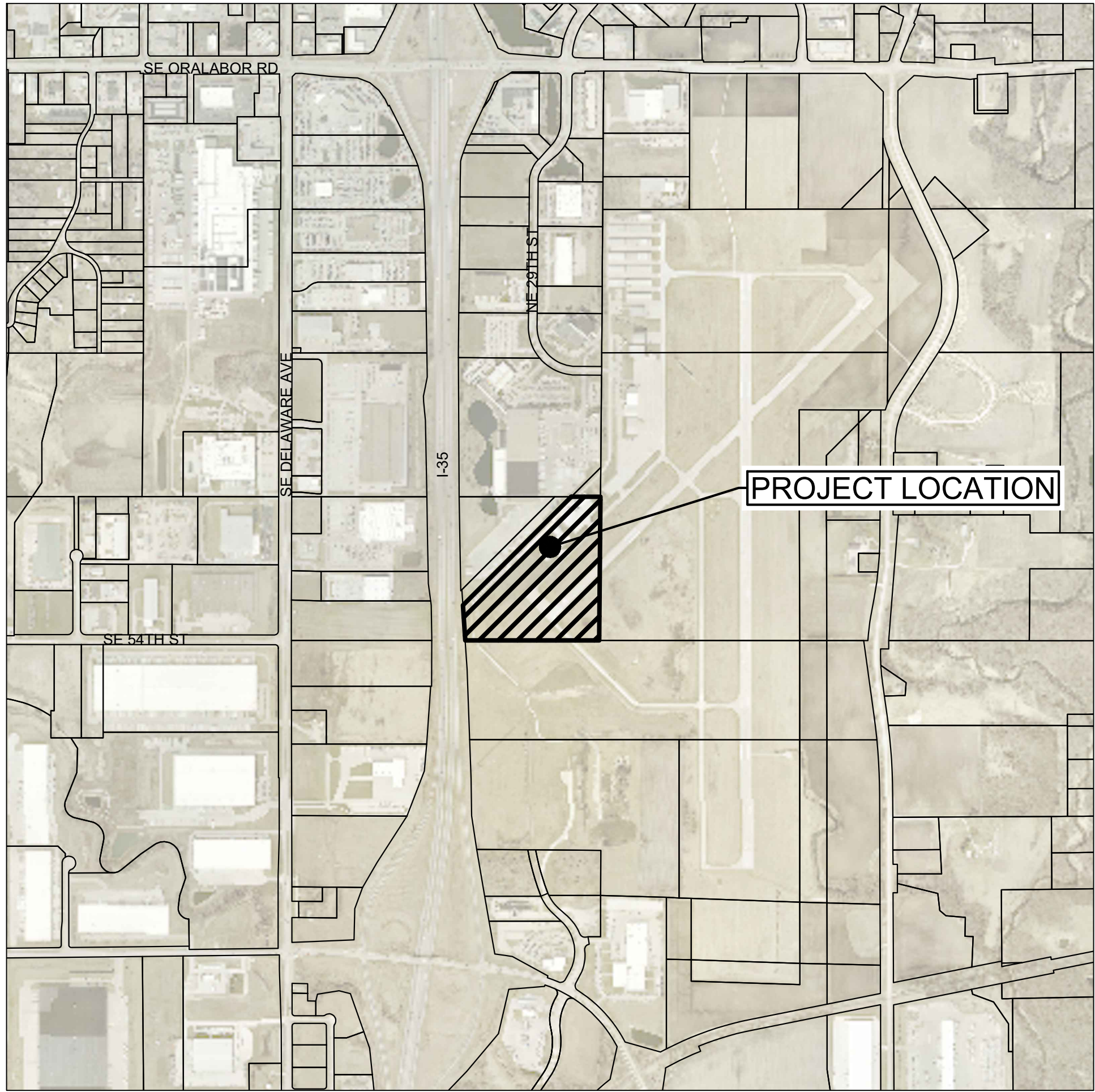
SITE PLAN
FOR
DPS AIRCRAFT HANGAR
3754 SE CONVENIENCE BLVD
ANKENY MUNICIPAL AIRPORT
CITY OF ANKENY, POLK COUNTY, IOWA

OWNER
POLK COUNTY AVIATION AUTHORITY

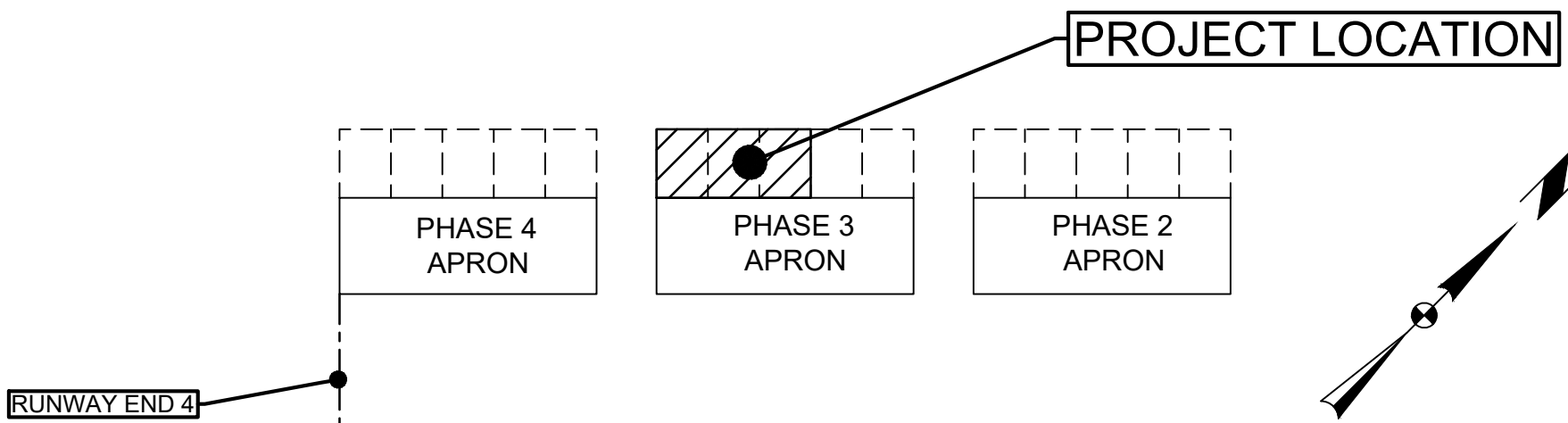
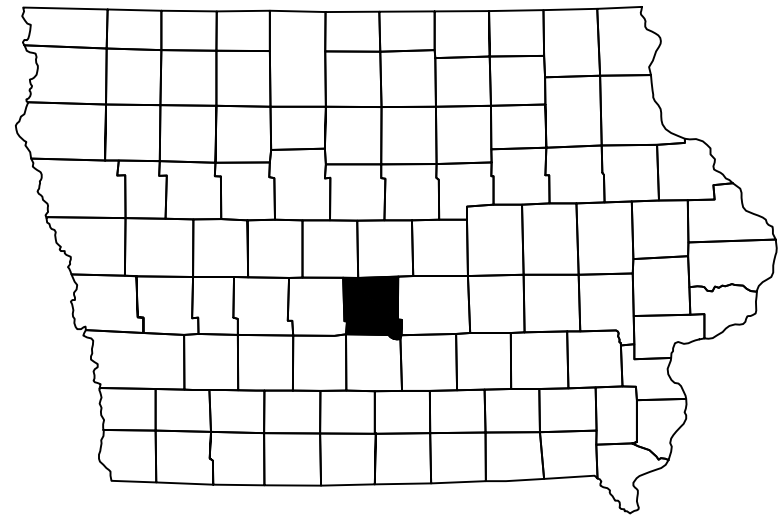
DEVELOPER / LESSEE
DCI GROUP / IAARNG
220 SE 6TH STREET, SUITE 6
DES MOINES, IA 50309
CONTACT: JARRAD BOEVER
PHONE: 515-480-8280

ENGINEER
SNYDER & ASSOCIATES, INC
2727 SW SNYDER BLVD
ANKENY, IA 50023
CONTACT: JUSTIN STROM
PHONE: 319-330-0303

BUILDING
OPN ARCHITECTS
100 COURT AVE. SUITE 100
DES MOINES, IA 50309
CONTACT: NATE STIELER
PHONE: 515-229-2766



VICINITY MAP



VICINITY MAP - TAXIWAY D DEVELOPMENT AREA

Sheet List Table

- C100 TITLE SHEET
- C101 PROJECT INFORMATION
- C200 DIMENSION AND UTILITY PLAN
- C300 GRADING AND EROSION CONTROL PLAN

DPS AIRCRAFT HANGAR

TITLE SHEET

ANKENY, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |



Project No: 124.0965.01

Sheet C100

3	PER CITY AND PCAA COMMENTS	10-29-24	JFS
2	PER CITY COMMENTS	10-22-24	JFS
1	PER CITY AND PCAA COMMENTS	10-11-24	JFS
MARK	REVISION	DATE	BY
Engineer:	ENGR	Checked By:	JFS
Technician:	TLS	Date:	09-20-2024
Scale: 1" = 1000'			T-R-S: TTN-RRW-SS
Project No: 124.0965.01			Sheet C100

V:\Projects\2024\124.0965\124.0965.DWG JUSTIN STROM, DIMENSION AND UTILITY PLAN, 2024/10/29, 1:53 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)



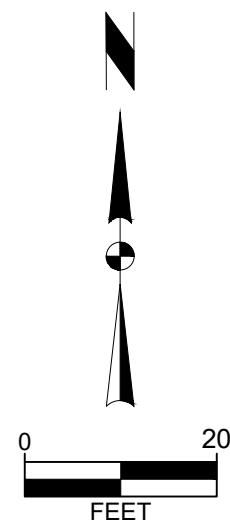
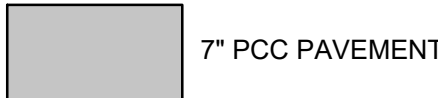
DIMENSION AND UTILITY PLAN GENERAL NOTES

- A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT SIZE, TYPE, LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- C. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FEATURES WHICH ARE TO REMAIN. DAMAGE TO EXISTING UTILITIES OR SITE IMPROVEMENTS SHALL BE REPAIRED BY THE CONTRACTOR TO THE OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
- D. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION. CONTRACTOR TO CONSTRUCT ALL SITE IMPROVEMENTS AND UTILITIES IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES 'MUTCD'. ALL PROPOSED SIGNS SHALL CONFORM TO THE 'MUTCD' MANUAL.
- F. THE CONTRACTOR SHALL LOAD AND TRANSPORT ALL MATERIALS NOT DESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE OR AS COORDINATED WITH THE AIRPORT MANAGER (PAUL MORITZ), SEE GRADING NOTES.
- G. SAW-CUT AT TERMINATION TO FULL DEPTH ALL PAVEMENTS TO BE REMOVED.

DIMENSION AND UTILITY PLAN CONSTRUCTION NOTES

1. EXISTING FEATURES, PROTECT THE FOLLOWING:
A. PAVEMENTS TO REMAIN. ANY DAMAGE TO PAVEMENT SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
B. PROTECT EXISTING UTILITIES. VERIFY LOCATION PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES DUE TO CONSTRUCTION SHALL BE REPAIRED AT CONTRACTORS EXPENSE. ADJUST EXISTING UTILITIES WHEN REQUIRED TO MATCH PROPOSED GRADE.
C. 6\" SANITARY SERVICE SHOWN BASED ON WOOD STAKE LOCATION FOUND IN THE FIELD AND VERIFIED WITH AIRPORT DESIGN PLANS FOR THE ACCESS ROAD AND UTILITY INSTALLATIONS. CONTRACTOR TO VERIFY SIZE, LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
D. EXISTING WATER VALVES.
E. EXISTING HYDRANT.
F. EXISTING 12\" TYPE A CLEANOUT.
G. RELOCATE EXISTING TAXIWAY EDGE MARKER OUTSIDE OF THE NEW PAVED AREA. LOCATE APPROXIMATELY 8' FROM ALL PAVEMENT EDGES TO
2. EXISTING FEATURES, REMOVE THE FOLLOWING:
A. REMOVE AND REPLACE SUBDRAIN CLEANOUTS AS NECESSARY.
B. PHASE 2 - RELOCATE EXISTING TAXIWAY EDGE MARKER OUTSIDE OF THE NEW PAVED AREA. LOCATE APPROXIMATELY 8' FROM ALL PAVEMENT EDGES TO MARKER TO MATCH EXISTING ADJACENT MARKERS.
3. PAVEMENTS, PROVIDE THE FOLLOWING:
A. 7\" DEPTH PCC WITH 6\" MODIFIED SUBBASE ON 12\" SUBGRADE PREPARATION COMPACTED TO 95% STANDARD PROCTOR. (SIMILAR TO EXISTING CONCRETE APRON AND CONCRETE DRIVE)
B. PCC STOOP. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS.
C. INSTALL EXPANSION JOINT.
D. CONNECT TO EXISTING APRON WITH FAA \"TYPE-E DOWELED\" CONNECTION. FOR 7\" PAVEMENT, THIS JOINT REQUIRES 3/4 IN. DOWEL, 18 IN. LONG, @ 12 IN. SPACING.
E. PHASE 2 PAVING.
F. INSTALL PAVEMENT UP TO NEAREST ADJACENT JOINT LINE. COORDINATE EXACT LOCATIONS IN THE FIELD.
4. PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:
A. 4\" WIDE PAINTED PARKING STALL LINES, YELLOW.
B. 45\" STRIPING AT 3' ON CENTER SPACING WHERE SHOWN, YELLOW.
5. BUILDING DOORS:
A. WALK DOOR. SEE BUILDING PLANS.
B. 10' WIDE OVERHEAD DOOR. SEE BUILDING PLANS.
C. 80' WIDE HANGAR DOOR. SEE BUILDING PLANS.
6. REFER TO ARCHITECTURAL PLANS FOR DETAILED BUILDING CONSTRUCTION INFORMATION.
7. ROOF DRAINS. SEE ARCHITECTURAL AND MECHANICAL PLANS FOR DETAILS ON LOCATION, SIZE AND ELEVATION PRIOR TO CONSTRUCTION.
A. PROVIDE MIN 8\" PVC PIPE AT MIN. 1.0% SLOPE FOR ROOF DRAIN CONNECTIONS TO STORM SEWER. COORDINATE SIZE AND CONNECTION TO DOWNSPOUT WITH BUILDING PLANS.
B. PHASE 2 - PROVIDE SPLASH BLOCKS AT ALL WEST SIDE ROOF DRAIN LOCATIONS AS REQUIRED WITH TEMPORARY ROLLED EROSION CONTROL PRODUCT.
8. COORDINATE ELECTRICAL AND GAS SERVICES WITH PROVIDER PRIOR TO CONSTRUCTION.
9. WATER SERVICES, PROVIDE THE FOLLOWING:
A. CONNECT 1\" SERVICE LINE TO EXISTING 12\" MAIN WITH TAPPING SLEEVE AND CURB STOP. CURB STOP SHALL BE PLACED IN CONCRETE. MIN 6\" AROUND OUTSIDE OF CURB STOP.
B. CONNECT TO PROPOSED BUILDING SERVICE. COORDINATE WITH PLUMBING PLANS FOR EXACT LOCATION PRIOR TO CONSTRUCTION.
C. 200' HYDRANT COVERAGE.
10. SANITARY SEWER SERVICES.
A. CONNECT 6\" PIPE TO EXISTING SANITARY SEWER STUB OUT, WITH BENDS AS NEEDED. INSTALL CLEANOUT OUTSIDE OF BUILDING. INSTALL 6\" PIPE AT 1.0% MINIMUM.
B. CONNECT TO PROPOSED BUILDING SERVICE. REFER TO MECHANICAL PLANS FOR DETAIL AND EXACT LOCATION.
11. STORM SEWER.
A. PROTECT EXISTING 12\" STORM SEWER FROM FOUNDATION DESIGN. EXISTING STORM SEWER PIPE MAY BE WITHIN THE SUBGRADE PREPARATION AREA. PROTECT PIPE AND COMPACT SUBGRADE AS BEST AS CAPABLE.
B. CONNECT TO EXISTING STORM SEWER WITH NYLOPLAST STRUCTURE AS SHOWN.
12. LANDSCAPING, PROVIDE THE FOLLOWING
A. SEED ALL DISTURBED AREAS WITH TYPE 2 LAWN M IX.
B. PHASE 2 - LANDSCAPE ROCK WITH FABRIC AND EDGING.

PAVEMENT LEGEND



PER CITY AND PCAA COMMENTS		10-29-24	JFS
PER CITY COMMENTS		10-22-24	JFS
PER CITY AND PCAA COMMENTS		10-11-24	JFS
MARK	REVISION	DATE	BY
Engineer:	ENGR	Checked By:	JFS
Technician:	TLS	Date:	09-20-2024
Scale:		1" = 20'	
T-R-S:		TTN-RRW-SS	
Project No:		124.0965.01	
Sheet		C200	

DPS AIRCRAFT HANGAR

DIMENSION AND UTILITY PLAN

ANKENY, IOWA

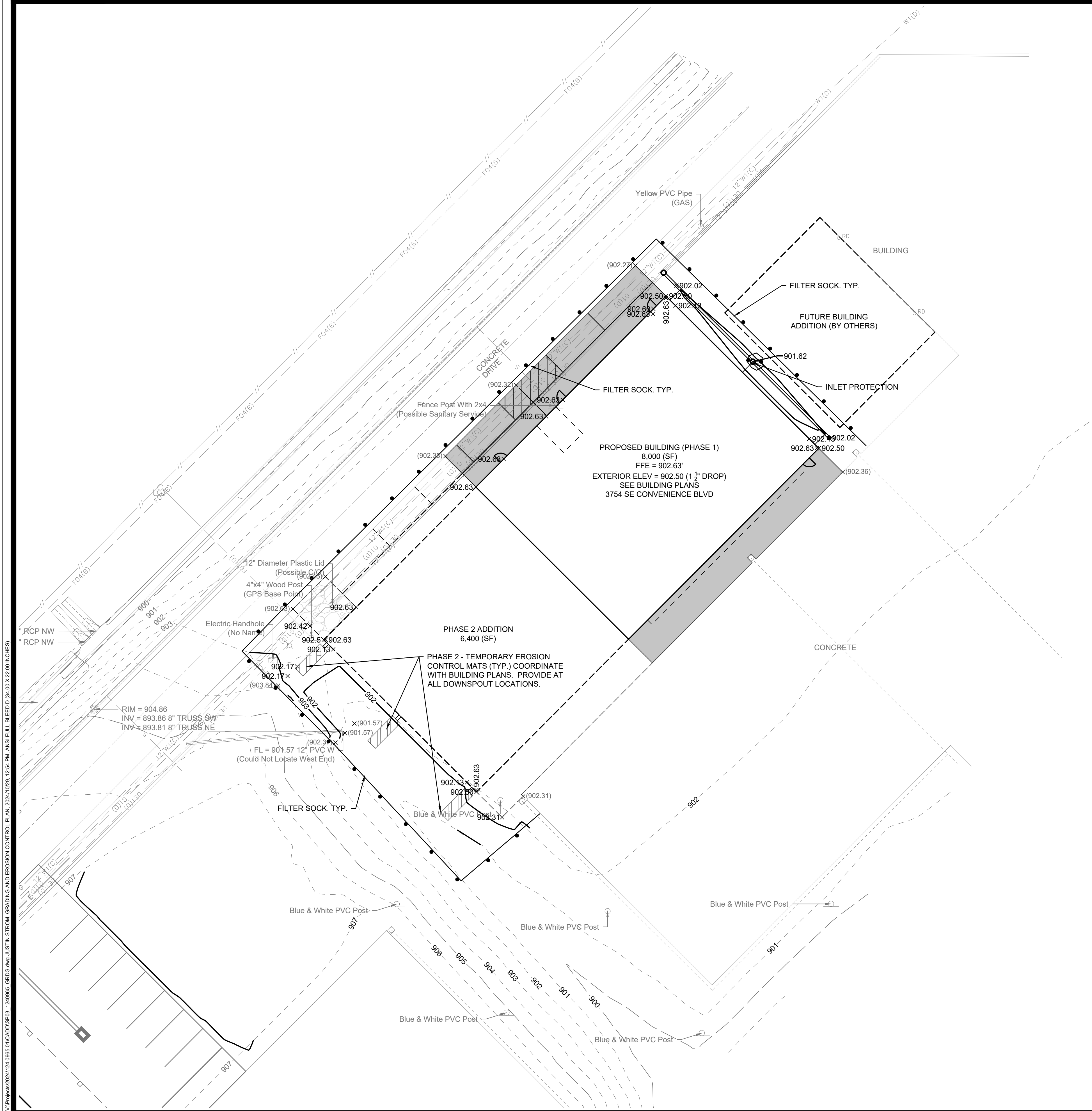
Project No: 124.0965.01

Sheet C200

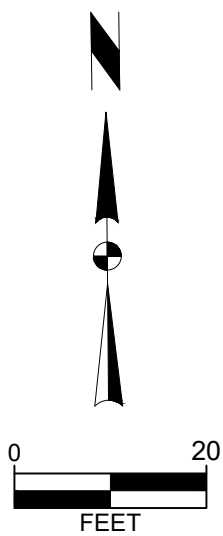
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |

V:\Projects\2024\124.0965\124.0965-01\CD\DD\SP03_1240965_CD02.dwg, JUSTA STREAM, GRADING AND EROSION CONTROL PLAN, 2024/02/23, 12:54 PM, ANSI FULL BLEED (34.00 X 22.00 INCHES)



- GRADING NOTES**
1. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
 2. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. COORDINATE WITH AIRPORT ON LOCATION OF EXCESS MATERIAL. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
 3. EROSION CONTROL: SEED AND MULCH THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE FILTER SOCK AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. INSTALL TEMPORARY ROLLED EROSION CONTROL MATS IN FRONT OF SOUTHERN SPLASH BLOCKS. COMPLY WITH EROSION CONTROL LAW.
 4. THERE IS A LOCATION AT THE FAR SOUTH END OF THE AIRPORT WHERE EXCESS MATERIAL CAN BE SPOILED. IT IS ACCESSIBLE FROM INSIDE THE AIRPORT FENCE. COORDINATE WITH THE POLK COUNTY AVIATION AUTHORITY (PAUL MORITZ) AND EXEC 1 PERSONNEL TO UTILIZE THE SITE.



DPS AIRCRAFT HANGAR		ANKENY, IOWA		Sheet C300	
GRADING AND EROSION CONTROL PLAN		ANKENY, IOWA		Project No: 124.0965.01	
SNYDER & ASSOCIATES, INC.		ANKENY, IOWA		Sheet C300	
					
Project No: 124.0965.01		Project No: 124.0965.01		Project No: 124.0965.01	
Sheet C300		Sheet C300		Sheet C300	

3	PER CITY AND PCAA COMMENTS	10-29-24	JFS
2	PER CITY COMMENTS	10-22-24	JFS
1	PER CITY AND PCAA COMMENTS	10-11-24	JFS
MARK	REVISION	DATE	BY
Engineer:	ENGR	Checked By:	JFS
Technician:	TLS	Date:	09-20-2024
T-R-S: TTN-RRW-SS		Scale: 1" = ##'	



OneBridge Locating

Ankeny Airport Parking Lot Survey

Estimate #0002438-V2

Estimate date

October 31, 2024

Estimate expiration date

Never

Customer

Polk County Aviation Authority

Ankeny Regional Airport

pmoritz@ankenyiowa.gov

3701 SE Convenience Blvd

Ankeny, IA 50021

Additional recipients

wriordan@mcclurevision.com

djoens@mcclurevision.com

Message

Estimate for Private Utility Locating and GPR to locate all utilities within the attached scope/survey limits for surveying purposes.

Attachments

Ankeny Airport Parking Lot - Estimate.pdf

Uploaded on 10/31/2024 at 11:35 am

Ankeny GIS Map of IKV Terminal Area.pdf

Uploaded on 10/31/2024 at 11:35 am

Project Limits Exhibit Expanded.pdf

Uploaded on 10/31/2024 at 11:36 am

Private Utility Locating with GPR (Fixed Rate)

\$2,495.00

Estimate includes locating all possible utilities within the survey limits and verifying with Ground Penetrating Radar (GPR).

Deliverables include a service report, photos and sketch.

Markings are for Survey purposes only.

Additional areas may require a change order and additional fees.

10/31/24, 11:49 AM

Square Dashboard

Subtotal	\$2,495.00
Tax	\$0.00
Total	\$2,495.00

OneBridge Locating
2310 SE Delaware Ave, STE G #310, Ankeny, IA 50023
515-619-2546
bridger.oberg@onebridgelocating.com



OneBridge Locating

Signature requested on October 31, 2024

Service agreement

Business: OneBridge Locating

bridger.oberg@onebridgelocating.com

(515) 619-2546

Recipient: Polk County Aviation Authority

djoens@mcclurevision.com

3701 SE Convenience Blvd, Ankeny, IA 50021

This contract is between OneBridge Locating (the "Business") and Polk County Aviation Authority (the "Client") dated 10/31/2024.

Service agreement for Ankeny Airport Parking Lot Survey. Please complete and sign to continue with scheduling.

Thank you.

Terms

Invoices

The Business will invoice the Client after completion of milestone(s) or the Project, unless otherwise noted in the Payment schedule. The Client agrees to pay invoice(s) by the due date(s) specified. Unpaid or overdue invoices may result in suspension or termination of the Project and late fees.

Payment methods

Payment will be made to the Business via cash, check, an approved payment card, or by any other payment method determined by the Business.

Licensing

The Business promises that it holds all licenses necessary to perform the work, that such licenses are valid and effective as of the date any work is performed or services provided, and that all work performed or services provided will be done in compliance with all applicable

federal, state, or local laws and regulations.

Authority to sign

Each party has the authority to enter into this Contract and to perform all of its obligations under this Contract.

Recipient initial

Termination of contract

The Contract ends once the service is complete unless one of the parties ends the contract before that time. If one of the parties chooses to end the Contract prior to Project completion, the Client is responsible for paying for all work and costs incurred up until that date.

Modifications

The Client and the Business must agree to any changes to this contract in writing.

Limitations and Liability

The Limitations and Liability clause acknowledges that there are inherent limitations in the interpretation of data and that onsite conditions can potentially impact the accuracy of results. Therefore, the company cannot be held liable for any damages that may arise from these limitations or alterations in onsite conditions. This clause aims to provide transparency and manage expectations regarding the limitations of the company's services and the potential risks involved.

Recipient initial

Estimate

By initialing here, you confirm that you have thoroughly reviewed and accept the estimate provided in connection with this service agreement document. Your acceptance indicates that you agree to the terms and pricing outlined in the estimate and authorize us to proceed with the services as described. Please ensure that you understand all aspects of the estimate before

providing your initial, as this will serve as your acknowledgment and agreement to the outlined charges.

Recipient initial	
-------------------	--

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

Business signature

Owner name	Bridger Oberg
Owner signature	<i>Bridger Oberg</i>
Business date signed	10/31/2024

Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	



October 31, 2024

Polk County Aviation Authority
Attn: Mr. Paul Mortiz
3701 SE Convenience Blvd
Ankeny, Iowa 50021

Re: **Geotechnical Investigation**
Ankeny Regional Airport
Terminal Area Parking Lot and Roundabout Reconstruction
Ankeny, Iowa

Dear Mr. Mortiz:

Thank you for the opportunity to provide our services for the above referenced project. Based on available information, I have put together the following estimate for additional laboratory testing for the project, per the attached RFQ.

Table 1. Geotechnical Analysis - FAA Analysis

<i>Description of Services</i>	<i>Quantity</i>	<i>Estimate</i>
Mobilization	1s	\$850.00
Drilling and Sampling (Total Feet)	40	\$1,000.00
Pavement Core and Backfill	4	\$600.00
Engineering Report	1s	\$975.00
Total		\$3,425.00

Table 2. Laboratory Testing - FAA Analysis – Non-Treated Samples

<i>Description of Service (s)</i>	<i>Cost</i>	<i>Unit (s)</i>	<i>Total Estimate</i>
Soil Classification			
Atterberg Limits (ASTM D4318)	\$200.00 each	3	\$600.00
Grain Size Analysis (ASTM D422)	\$250.00 each	3	\$750.00
Moisture Contents (ASTM D2216)	\$35.00 each	3	\$105.00
Modified Proctor (ASTM D1557)	\$180.00 each	3	\$540.00
California Bearing Ratio (CBR, ASTM D1883)	\$325.00 each	3	\$975.00
Total			\$2,970.00

Subtotal - \$6,395.00

Table 3. Laboratory Testing - FAA Analysis – Cement Treated Samples

<i>Description of Service (s)</i>	<i>Cost</i>	<i>Unit (s)</i>	<i>Total Estimate</i>
Soil Classification			
Atterberg Limits (ASTM D4318)	\$200.00 each	3	\$600.00
Modified Proctor (ASTM D1557)	\$180.00 each	3	\$540.00
California Bearing Ratio (CBR, ASTM D1883)	\$325.00 each	3	\$975.00
Total			\$2,115.00

Total (If warranted) - \$8,510.00

If CMT is elected for this project, please sign and return a copy of this contract for our records. All past due invoices are subject to a 1.5% service charge. Please feel free to call us should you have any questions or if we may be of any further assistance. We look forward to working with you.

Sincerely,

Sybil K. Ferrier, P.E.
Principal Engineer

I accept the terms of the above agreement and agree to pay the stated amount.

Signed

Date

1610 East Madison Ave • Des Moines, Iowa 50313
(515) 263-0794 • Fax (515) 263-0851
www.cmt-iowa.com







**Ankeny
Regional
Airport**

Ankeny Regional Airport

Proposed 2026 Airport Capital Improvements Program

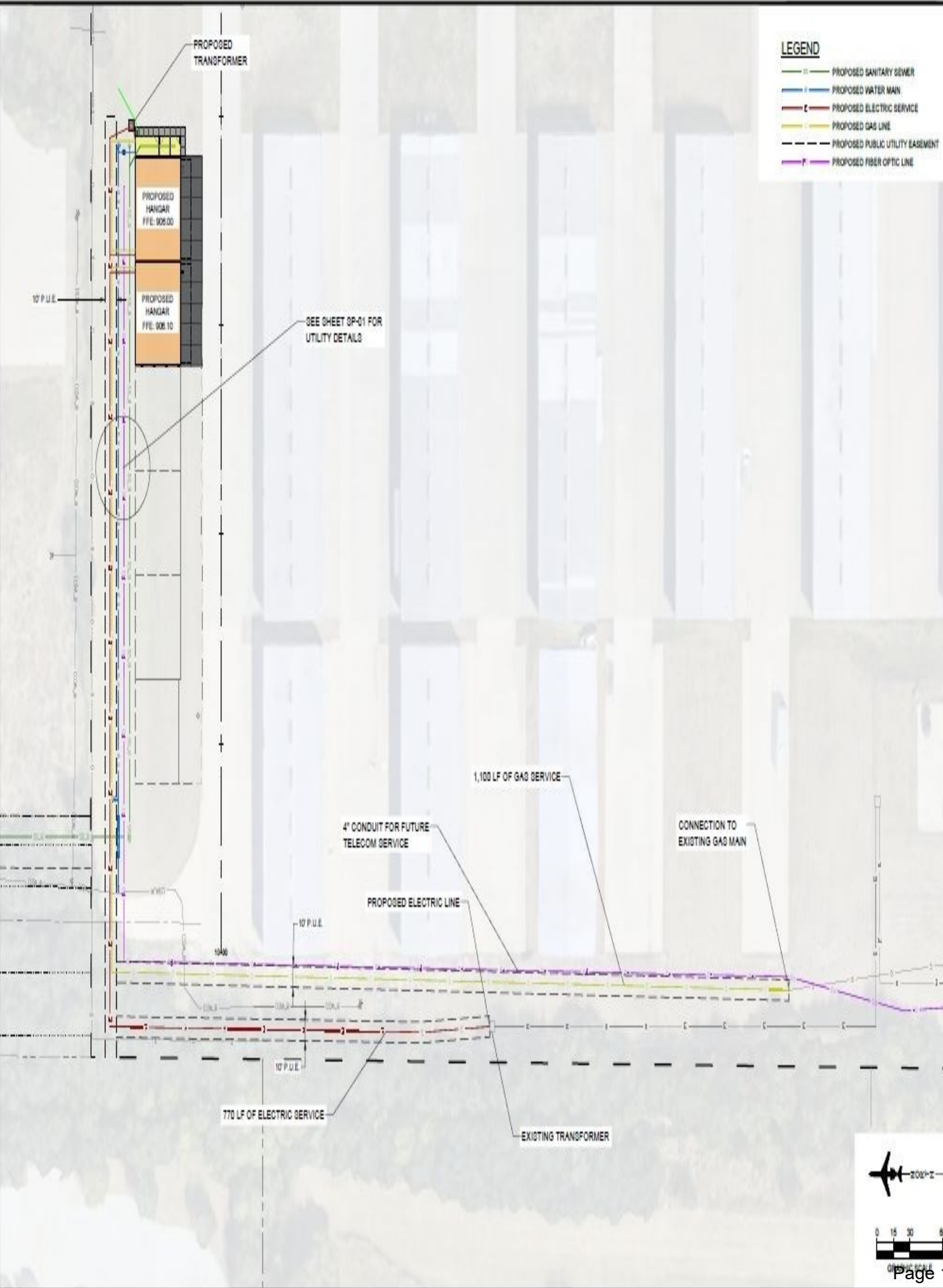
December 5, 2024

	Funding	FY 2024	FY 2025	FY 2026	FY 2027	
	Federal		\$ 9,185,000	\$ 13,710,000	\$ -	
	State		\$ 411,425	\$ 400,000	\$ 2,000,000	
	Local		\$ 1,962,455	\$ 3,620,000	\$ 3,960,000	
	Total		\$ 11,558,880	\$ 17,730,000	\$ 5,960,000	
Project Description	Total					Notes
North Property Line Box Hangars - Phase 1	Federal State Local Total	Project Completed				Single row of box hangars along north property line. Received DOT GAVI Grant and AIP Grant. Project designed and bid in FY 23.
Taxiway D Apron and Access Roadway Paving - Phase 4	Federal State Local Total	Project Completed				Final phase of Taxiway D projects. Design services funded in FY 2023. Received Iowa DOT grant for \$400,000 max.
Airport Brand Signing and Entry Improvements	Federal State Local Total	Under Construction				Entry signs, destination signs, and entry landscape features. Signs based on current airport brand.
Reconstruct Runway 18/36 Final Design and Construction	Federal State Local Total	Design Continuing	\$ 8,000,000 \$ - \$ 800,000 \$ 8,800,000	\$ 9,540,000 \$ 1,060,000 \$ 10,600,000		Final Dsign will be completed this year. Construction bids in June, 2025. Grants secured in September, 2025. Construction starts in March, 2026.
Extend Runway 18 Includes Instrument Landing System Relocation Design and Construction	Federal State Local Total	Design Continuing	\$ 360,000 \$ 40,000 \$ 400,000	\$ 3,600,000 \$ 400,000 \$ 4,000,000		Includes a 500' extension of RW 18 to a total of 6,000'. Scope includes moving the ILS System per the FAA. Advanced design to '24 to match reconstruction design for efficiency. FAA Reimbursable Agreement required.
Remove and Replace Pavement - Entrance Drive and Roundabout	Federal State Local Total		\$ 530,000 \$ - \$ 28,880 \$ 558,880			Replace roundabout and entrance drive to the west. BIL/ATP Competitive Grant Application - 95% FAA funding. Received \$825,000 GO letter from FAA on 8/16/24. Bid in March or April, 2025.
Remove and Replace Pavement - Terminal Building Parking Lot	Federal State Local Total		\$ 295,000 \$ - \$ 255,000 \$ 550,000			Tied to Roundabout project above. Bid in March or April, 2025. Utilize the \$295,000 BIL annual discretionary funding. Received \$825,000 GO letter from FAA on 8/16/24 (both projects).
North Property Line Box Hangars - Phase 2	Federal State Local Total		\$ - \$ 411,425 \$ 788,575 \$ 1,200,000			Two additional box hangars along north property line. Received GAVI grant of \$300,000 max. (vertical). Received AIP grant of \$111,425 max. (flatwork). Bid in February, 2025 for Summer const.
South Corporate Terminal - Phase 1 of Development Initial Grading, Paving and Tee Hangar Buildings	Federal State Local Total		\$ - \$ 50,000 \$ 50,000	\$ - \$ 830,000 \$ 830,000	\$ - \$ 2,000,000 \$ 3,500,000 \$ 5,500,000	Two 10-unit bays of tee hangars and taxilanes as an initial phase of the South Corporate Terminal Development. Possible special Iowa DOT funding or future BIL FAA grant. Assume 12,500 SF for each of two buildings and \$175/SF.
PCAA Maintenance Storage Facility	Federal State Local Total			\$ - \$ 400,000 \$ 1,300,000 \$ 1,700,000		For storing snow fighting and mowing equipment. Opens up 2-3 tee hangars. Located south of the Museum Hangar. 120' by 80' @ \$175/sf. Assumes DOT GAVI (\$300,000) and AIP (\$100,000) grants.
Terminal Building Elevator/Lobby Addition	Federal State Local Total			\$ 570,000 \$ - \$ 30,000 \$ 600,000		To provide board meeting room with elevator for ADA compliance, and to upgrade terminal building access. ATP Competitive Grant Application - 95% FAA funding. Project will proceed only if grant awarded.
Main Apron Pavement Rehabilitation	Federal State Local Total				\$ 540,000 \$ - \$ 60,000 \$ 600,000	Large apron area south of Terminal and west of Taxiway C. Joint and crack sealing plus full-depth patching. Schedule dictated by continued deterioration of apron pavement. Utilize annual FAA entitlement funding.
Rehabilitate Maintenance Building Parking Lot	Federal State Local Total				\$ - \$ - \$ 400,000 \$ 400,000	Schedule to be dictated by continued pav't deterioration. Completed full-depth patching of center section in 2017. Consider this project after terminal lot paving.

	Funding	FY 2028	FY 2029	FY 2030	FY 2031	
	Federal	\$ 1,800,000	\$ 1,350,000	\$ 9,000,000	\$ 405,000	
	State	\$ 1,125,000	\$ 900,000	\$ 405,000	\$ 330,000	
	Local	\$ 325,000	\$ 1,250,000	\$ 1,495,000	\$ 495,000	
	Total	\$ 3,250,000	\$ 3,500,000	\$ 10,900,000	\$ 1,230,000	
Project Description	Total					Notes
Taxiway C Pavement Replacement	Federal State Local Total	\$ 675,000 \$ - \$ 75,000 \$ 750,000				Based on Iowa DOT 2021 Pavement Condition Index - PCI = 48. Assumes FAA grant for 90% of the construction costs.
South Corporate Terminal - Phase 2 of Development Grading, Drainage and Paving Improvements	Federal State Local Total	\$ 1,125,000 \$ 1,125,000 \$ 250,000 \$ 2,500,000				To prepare the overall development for vertical infrastructure. Overall site grading, etc. after Phase 1 Tee Hangars completed. Assume 45% Federal funding, 45% State funding and 10% local. Placeholder estimate pending preliminary design.
Taxiway D and E Lighting Replacement	Federal State Local Total		\$ 450,000 \$ 50,000 \$ 500,000			Only remaining lights that have direct-buried wiring. Utilize either state or federal funding. Placeholder estimate pending preliminary design.
South Corporate Terminal - Phase 3 of Development Additional Grading and Paving	Federal State Local Total		\$ - \$ 900,000 \$ 1,100,000 \$ 2,000,000			Additional site work needed to develop terminal area. Need recorded annual ops. Assumes Iowa DOT grant for 45% of construction costs. Placeholder estimate pending preliminary design.
Runway 4/22 Reconstruction	Federal State Local Total		\$ 900,000 \$ 100,000 \$ 1,000,000	\$ 9,000,000 \$ 1,000,000 \$ 10,000,000		Reconstruction schedule is based on the currnet PCI numbers. Schedule will be dicated by the FAA funding availability. Design anticipated in 2029, construction in 2030.
South Corporate Terminal - Phase 4 of Development Balance of Grading and Paving	Federal State Local Total			\$ - \$ 405,000 \$ 495,000 \$ 900,000		Balance of site work needed to develop terminal area. Need recorded annual ops. Need environmental clearance. 45% DOT and 55% local funding.
Future Runway and Taxiway Lighting Upgrades	Federal State Local Total				\$ 405,000 \$ 45,000 \$ 450,000	Need based on anticipated deterioration of fixtures over time. Placeholder estimate pending preliminary design.
North Property Line Box Hangars - Phase 3	Federal State Local Total				\$ - \$ 330,000 \$ 450,000 \$ 780,000	Single row of box hangars along north property line. Possible GAVI grant of \$300,000 max. Possible small AIP grant for flatwork, assume \$30,000. Single remaining box hangar.

- Projects targeted for FAA Funding Participation
- Projects targeted for Iowa DOT Funding Participation
- Projects funded with only Local PCAA Funding
- Projects funded by special FAA BIL/ATP Grants





LEGEND

- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED ELECTRIC SERVICE
- PROPOSED GAS LINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED FIBER OPTIC LINE

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PROJECT INFO
PROJECT NAME
OWNER
DRAWN BY
CHECKED BY
DATE

ANKENY REGIONAL AIRPORT
 ANKENY, IOWA
 NORTH PROPERTY LINE BOX HANGARS
 UTILITY SITE PLAN





OCTOBER 2024

MANAGEMENT AGREEMENT REVIEW



PREPARED FOR
Polk County Aviation Authority
IN REGARD TO
Ankeny Regional Airport



October 3, 2024

Polk County Aviation Authority (PCAA)
Paul Moritz
Airport Commission Manager
410 West 1st Street
Ankeny, Iowa 50023

RE: Management Agreement Review

Dear PCAA:

This report conveys Aviation Management Consulting Group's (AMCG's) observations, opinions, findings, and recommendations relating to the Management Agreement Review of Ankeny Regional Airport (Airport) for the Polk County Aviation Authority (PCAA).

AMCG reviewed all pertinent information related to the terms and conditions of the *License Agreement for Fixed-Based Operator* (FBO License) and *Management Agreement* to convey AMCG's findings and opinions of the obligations, compliance, performance, alternatives, finances, and recommendations that, in AMCG's opinion, are most consistent with a best practices approach considering the circumstances that exist at the Airport and the conditions that exist in the market as of the effective date of this report.

AMCG is pleased to have been called on to conduct this review and provide the associated recommendations. Please contact us if you have any questions pertaining to the findings or opinions conveyed in this report.

Helping your aviation management excellence,

A handwritten signature in blue ink that reads "D.C. Benner".

David C. Benner, C.M.
Managing Principal
AMCG

A handwritten signature in blue ink that reads "Joseph C. Walker".

Joseph C. Walker, C.M., IACE
Consultant
AMCG

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I. INTRODUCTION

A. Scope of Work

Aviation Management Consulting Group (AMCG) conducted a Management Agreement Review (Review) related to the terms and conditions of the *License Agreement for Fixed-Based Operator* (FBO License) and *Management Agreement* (Airport Agreement) between Exec1 Aviation and Polk County Aviation Authority (PCAA) at Ankeny Regional Airport (Airport). The primary goal of the Review is to convey AMCG's findings and opinions on the obligations and financial terms of the agreements and perform a compliance assessment.

AMCG's observations, opinions, findings, and recommendations are consistent with a best practices approach, considering the circumstances that exist at the Airport and the conditions that exist in the market.

B. Project Approach

AMCG conducted a management agreement review including a review of historical documentation and current practices related to the (1) obligations; (2) compliance; (3) performance; (4) alternatives; (5) finances, and (6) recommendations pertinent to the agreements. The most significant observations, opinions, and findings are detailed in this report.

AMCG's recommendations are designed to provide a foundation for the future management of the Airport.

To achieve the scope of work, representatives of AMCG (David Benner – Managing Principal, and Joe Walker – Consultant) conducted a site visit from Wednesday, June 12th, 2024 – Thursday, June 13th, 2024, which included the following:

- Meetings with City representatives and Airport management/staff
- Tour with Exec1 Aviation to understand the current operation, management, and development
- Meetings with PCAA to understand current operations, practices, and performance

During the on-site meetings, current practices, challenges, and issues were discussed, including, but not limited to, the following:

- Airport operations and maintenance practices
- Staff roles and responsibilities
- Mission and vision for the Airport
- Value of the Airport to the community and region
- Strengths, weaknesses, opportunities, and threats for the Airport
- Goals and aspirations for the Airport
- Commercial aeronautical operators and major users of the Airport
- Management and facility improvements
- Airport current and future land use

To complete the Review, AMCG reviewed all available documents provided by the County and PCAA. The most pertinent and contemporary documents include the following:

Management and Planning:

- Hangar Construction Standards (2024)
- Hangar Lease (2024)
- Current organizational structure and job descriptions
- Board Policies (2002)
- Hangar Land Lease (2024)
- Elder-PCAA Agreement (2022)
- Airport Development Strategy (2023)
- Management Agreement (2024)

Rents, Fees, and Financial:

- PCAA Audit Book (2023)
- Financial Analysis Exec1 (2024)
- Exec1-PCAA Agreement (2022)
- License Agreement FBO and Land Leases (2013)

Operational:

- Airport Buildings (2023)

II. OBLIGATIONS

A. FBO License Obligations

The FBO License between PCAA and Central Iowa Aviation, LLC, amended to Exec1 Aviation, at the Airport outlines multiple obligations. The FBO License has a term of up to 25 years and commenced in October 2013. The obligations in the agreement are outlined in various areas, mainly with the expectations to either construct an improvement, maintain an existing facility, or provide a service concerning the operation of an FBO. The FBO License obligates the licensee to assume several tasks associated with these areas but does not specifically dictate the level of investment in any one area. The obligations of the FBO License include:

Table 1 – FBO License Obligations

Summary of FBO License Obligations		
Construct	Maintain	Provide
FBO Operation	FBO Operation	Utility Services
Maintenance Facility (Includes South Hangar)	Complete Building Maintenance	Insurance
Other Buildings	Fuel Storage Facility	Compatible Businesses
Permanent Fuel Storage Facility		

B. Airport Agreement Obligations

The Airport Agreement between PCAA and Exec1 Aviation at the Airport also outlines additional obligations. The Airport Agreement is nearly all-encompassing of typical airport management responsibilities including operations (landside and airside), finances (limited to rent collection), leasing, grounds maintenance, and facility maintenance. Some typical airport management responsibilities not included in the Airport Agreement include Airport Capital Improvement Plan (ACIP) development and execution, grant administration, finances (partially), and decision-making authority on large development projects and high-level operational decisions. The Airport Agreement obligates the lessee to assume most of risk and liability associated with the operation of the Airport while holding the lessor (PCAA) harmless should a problem arise. The obligations of the Airport Agreement, which may or may not be currently performed by Exec1 Aviation, include:

Table 2 – Airport Agreement Obligations

Summary of Airport Management Obligations			
Management	Operations	Maintenance	Finances
T-Hangars	Mowing	Box Hangar Restroom	Aging Reports (Monthly)
Box Hangars	Surface Electrical	Garage Maintenance	Utility Payments
Tiedowns	Partial Snow Removal	Roof Maintenance	
Insurance Renewals	Daily Airfield Inspections	Action Report (Monthly)	
Lease Compliance	NOTAM Administration	Repair Report (Monthly)	
Legal Resolution		Restroom Maintenance	
All Premises			

III. COMPLIANCE

A. Compliance Review

Federally obligated airports are currently required to meet the 39 Federal Aviation Administration (FAA) Airport Sponsor Assurances (dated May 2022). These Assurances provide standards for an airport sponsor to meet before, during, and after receiving federal funds for airport projects. The FAA Assurances also provide a framework for the airport sponsor's behavior and the airport stakeholders' treatment. Airport compliance as it is related to the FAA Assurances is a paramount issue for airport sponsors. Compliance failures can easily cost millions of dollars to resolve an FAA Part 16 complaint, in addition to the temporary or permanent loss of federal grants.

Upon review by AMCG, both the Airport Agreement and FBO License appear to be compliant with the FAA Assurances. However, the execution of the FBO License and Airport Agreement create areas of risk, which should be mitigated or removed where possible.

B. FBO License Areas of Risk

AMCG's review of the FBO License identified multiple areas of risk. The general format of the agreement does not follow industry standards and is unique in the context of a license versus lease. License agreements at airports are not uncommon however; the license format is problematic in that it conveys a message that the leasing of Airport facilities is not tied directly to the operation of an FBO.

Creating clarity around leasing a facility for a specific purpose (e.g., FBO, aircraft maintenance, etc.) or licensing a specific activity (e.g., independent operators – aircraft maintenance or flight instruction, etc.) would be beneficial to the Airport. The Minimum Standards attached to the FBO License do not specify the type or size of facilities required to operate an FBO but do require facilities throughout various other requirements. The FBO License also lacks clear terms on rent; currently, the FBO License does not state the frequency of payment for the license fee. The length of term in FBO agreements should be directly linked to the level of investment required to obtain the long-term lease. Additionally, upon conclusion of the FBO License, the availability of facilities for future FBOs should follow industry best practices and undergo a request for proposal (RFP) process.

C. Airport Agreement Areas of Risk

The current Airport Agreement has areas of risk regarding compliance with Sponsor Assurances. One of the main areas of concern, in relation to the FBO being engaged in Airport management, is FAA Assurance #22 Economic Nondiscrimination, which prevents unjust discrimination by an airport sponsor. With the FBO managing nearly all aspects of the Airport's daily operations, there is a considerable risk of intentional or unintentional violation of this FAA Assurance. PCAA should consider and require Exec1 Aviation to vet all inquiries to provide commercial aeronautical services through PCAA.

Examples of a violation include the denial of a competing FBO willing and able to meet the Airport Minimum Standards, preference in services provided to the FBO's aircraft over other Airport users (outside normal business limitations), and fees and charges that apply unjustly to other Airport users. A specific example would be if the FBO charges tiedown or ramp fees through the management contract but does not charge FBO-owned aircraft the same fees for aircraft parked outside of the area leased by the FBO.

Another area of risk is FAA Assurance #23 Exclusive Rights, which states the Airport will not permit an exclusive right to any person providing aeronautical services. While there are certain exemptions for single FBOs at an airport, the FAA Assurance states agreements should specifically state there is no exclusive right.

It is also best practice to advertise contracts in a competitive request for proposal (RFP) process to ensure the airport remains open to competition and other interested parties. This also relates to Sponsor Assurance #24 which requires the airport sponsor to "...make the Airport as self-sustaining as possible...". This most frequently occurs through the collection of rent and user fees, and the consistent evaluation of rents, fees, and competitive RFPs allows the Airport to maximize revenue potential.

IV. PERFORMANCE

A. Operational Performance

Through various discussions with stakeholders, it was noted the Airport performs well operationally. The Airport does not have major deficiencies and daily operations responsibilities are currently being met. During AMCG's site visit, the Airport appears very well maintained when compared to similarly sized airports. There appears to be adequate equipment to maintain the Airport and address maintenance concerns promptly. The Airport is also relatively secure for a general aviation airport. The Airport is not a 14 CFR Part 139 certificated airport and therefore has no significant requirements to maintain security.

Other operational areas are mowing, snow removal, wildlife, daily inspections, and NOTAM administration. Mowing appears to be addressed regularly and particularly well considering the estimated 235 acres of mowing taking place, which is a significant undertaking. There were no wildlife mitigation efforts taking place during AMCG's site visit. Every airport has wildlife to mitigate and developing plans and responsibilities related to wildlife mitigation is crucial to airport operations. Snow removal, daily inspections, and NOTAM administration were not directly observed during AMCG's site visit. It was derived through interviews these areas are adequately addressed on an as-needed basis and additional equipment was purchased by Exec1 Aviation to support snow removal. NOTAMs appear to be updated regularly in the Federal NOTAM System.

B. Staffing Performance

Exec1 Aviation performs the daily management, operations, maintenance, and finance functions with their current staff. Exec1 Aviation appears to employ adequate staff to maintain the Airport, provide the necessary customer service to hangar tenants, and address the terms of the Airport Agreement. It is important to note, if PCAA were employing Airport operations staff, there would be an industry best practice expectation of employees obtaining industry experience and certifications prior to performing Airport operations duties. Exec1 Aviation staff performing Airport operations may or may not have current or relevant training and certifications to perform Airport operations functions.

Exec1 Aviation has regular business hours of 0600-2200 on weekdays and 0700-2000 on weekends, providing coverage 131 of 168 possible hours per week to address Airport issues. Specific Airport management roles within Exec1 Aviation are not currently identified, however, Exec1 Aviation has sufficient staff and availability to address the concerns of users and tenants.

Exec1 Aviation should assign a staff member to administer the performance of the Airport Agreement. The assigned staff member should be tasked with the responsibility of speaking on behalf of Exec1 Aviation in relation to the Airport Agreement and participating in PCAA meetings. This liaison position will allow a more direct relationship and communication between the airport sponsor and Exec1 Aviation.

C. Airport Performance

The Airport performs well operationally, financially, and functionally when compared to other general aviation airports nationwide. The Airport serves general aviation as well as corporate and executive travel needs. The Airport is well maintained with adequate resources to address short-term needs, and most long-term needs.

PCAA is unique in receiving tax levy revenue to support the Airport. It should be noted the Airport is still tasked with Sponsor assurance #24 Airport Fees and Rents, to, "...make the Airport as self-sustaining as possible...", tax levies do not qualify as self-sustainment and every effort should be made to ensure the Airport remains financially solvent. The Airport has maintained consistent operations, has seen steady growth, and has plans for future expansion.

V. FINANCES

A. Financial Terms

The Airport Agreement outlines financial responsibilities assumed by Exec1 Aviation and financial compensation from PCAA to Exec1 Aviation for performance of the financial responsibilities and obligations (outlined in Section II.) throughout the term of the Airport Agreement. The financial responsibilities are summarized as follows:

Summary of Financial Terms PCAA and Exec1 Aviation	
Owner	PCAA
Manager	Exec1 Aviation
Term	January 1, 2024 – December 31, 2024
Financial Responsibilities	Manage T-hangar, box hangar, garage, and tiedown leases Conduct annual hangar inspections Pay all facilities utilities (excluding runway and obstruction lighting) Perform daily inspections and monthly cleaning Repair runway lighting (excluding underground cables) Conduct all mowing (excluding agricultural areas, wetlands, and perimeter fencing) Conduct routine maintenance (excluding structural and hangar doors) Perform snow and ice removal (excluding certain identified areas)
Financial Compensation	Receive all facilities leases rent less Owner Fee (described below) \$60,000 annual management fee
Owner Fee	\$3,000 per month 33% of T-hangar, box hangar, and garage rent (based on full occupancy) 33% of tiedown rent 33% of default penalty fees
Notes	Cost of granular and liquid deicing chemicals reimbursed by PCAA Specialty trailer for application provided by PCAA

Based on AMCG's understanding of the current situation and experience operating and managing general aviation airports, Table 3 conveys the revenues, cost of goods sold, and gross margin projected by AMCG pertinent to the Airport Agreement. The gross margin projection is based on the following key assumptions:

- Occupancy of 83 T-Hangars at the current rental rate of \$195 per unit per month
- Occupancy of 2 Box Hangars at the current rental rate of \$900 per unit per month
- Occupancy of 18 Garages at the current rental rate of \$125 per unit per month
- No monthly tiedown rental income

Table 3 – Gross Margin Projection

Revenues	Exec 1 Aviation	
	% of Total	Amount
Rent (83 T-Hangars)	64.14%	\$ 194,220
Rent (50'x42' New Box Hangars)	7.13%	\$ 21,600
Rent (0 Monthly Tiedowns)	0.00%	\$ -
Rent (18 Garages)	8.92%	\$ 27,000
Management Fee	19.81%	\$ 60,000
<i>Total Revenue</i>		\$ 302,820
<i>Cost of Goods Sold (Owner Fee)</i>	11.89%	\$ 36,000
<i>Cost of Good Sold (33% of Rent Revenue)</i>	26.46%	\$ 80,131
<i>Gross Margin</i>		\$ 186,689
<i>% of Total Revenue</i>		61.65%
REVENUES		\$ 302,820
COST OF GOODS SOLD	38.35%	\$ 116,131
GROSS MARGIN	61.65%	\$ 186,689

The gross margin assumed by Exec1 Aviation is offset by appropriate expenses in the performance of the Airport Agreement. Based on AMCG's understanding of the current situation and experience operating and managing general aviation airports, Table 4 conveys the expenses and operating income/loss (EBITDA – earnings before interest, taxes, depreciation, and amortization) projected by AMCG to perform the obligations of the Airport Agreement. The operating income projection is based on the following key assumptions:

- 3.25 full-time equivalent (FTE) employees including an Aviation Operations Supervisor, Airport Operations, and Airport Facility Maintenance and Mowing. The daily coverage for Airport Operations and Airport Facility Maintenance and Mowing is as follows:

FINANCES | MANAGEMENT AGREEMENT REVIEW

Day of the Week	Shift 1		Shift 2		Airport Allocation	Total Hours
	Hours	Employees	Hours	Employees		
Airport Operations						
Monday	0800-1700	1.00			100%	416
Tuesday	0800-1700	1.00			100%	416
Wednesday	0800-1700	1.00			100%	416
Thursday	0800-1700	1.00			100%	416
Friday	0800-1700	1.00			100%	416
Saturday	0800-1700	1.00			100%	208
Sunday	0800-1700	1.00			100%	208
Total Hours (excluding Benefits)						2,496
FTE Equivalent (excluding Benefits)						1.20
Benefit Hours (Vacation, Sick, Holiday)						240
Total Hours (including Benefits)						2,736
FTE Equivalent (including Benefits)						1.32
FTE (Rounded)						1.25
Airport Facility Maintenance and Mowing						
Monday	0800-1700	1.00			100%	416
Tuesday	0800-1700	1.00			100%	416
Wednesday	0800-1700	1.00			100%	416
Thursday	0800-1700	1.00			100%	416
Friday	0800-1700	1.00			100%	416
Saturday	0800-1700	-			100%	-
Sunday	0800-1700	-			100%	-
Total Hours (excluding Benefits)						2,080
FTE Equivalent (excluding Benefits)						1.00
Benefit Hours (Vacation, Sick, Holiday)						200
Total Hours (including Benefits)						2,280
FTE Equivalent (including Benefits)						1.10
FTE (Rounded)						1.00

* Assumption - all after-hours (on-call) will be handled with overtime

- Projected pay rates as well as expenses related to payroll taxes (estimated at 10.0% of total payroll expense), employee benefits (estimated at 17.5% of total payroll expenses), uniforms, recruiting, and training are as follows:

Position	Payroll			Uniform
	Number	Rate	Allocated	
Airport Administration				
Aviation Operations Supervisor	1.00	\$ 75,000	\$ 75,000	No
Total	1.00		\$ 75,000	
Airport Operations and Maintenance				
Airport Operations Specialist	1.25	\$ 45,000	\$ 56,250	Yes
Airport Maintenance Technician	1.00	\$ 47,500	\$ 47,500	Yes
Total	2.25		\$ 103,750	
Total Employees	3.25			
Total Payroll			\$ 178,750	
Total Payroll Taxes			\$ 17,875	
Percent of Total Payroll			10.00%	
Total Employee Benefits			\$ 31,281	
Percent of Total Payroll			17.50%	
Uniform Costs (Annually)	2.25	\$ 2,080	\$ 4,680	
Recruiting and Testing (Annually)	3.25	\$ 250	\$ 813	
Training Costs (Annually)	2.25	\$ 200	\$ 450	

* Assumption - all after-hours (on-call) will be handled with overtime

- Maintenance Equipment Cost (based on a 5-year amortization schedule) reflecting acquisition of necessary tractors, rotary mowers, front end/zero turn mowers, snow plows, and a diesel tank for a total capital cost of \$210,000.
- Facility maintenance costs based on \$0.15 per square foot per year for all vertical facilities included in the Airport Agreement.
- Facility utilities costs based on \$0.25 per square foot per year for all vertical facilities included in the Airport Agreement.

Table 4 – Operating Income Projection

Expenses	Exec 1 Aviation	
	% of Total	Amount
Bad Debts	0.08%	\$ 303
Bank/Credit Card Fees and Security Deposits	0.64%	\$ 2,428
Communications	1.26%	\$ 4,800
Dues and Subscriptions	0.05%	\$ 200
Employee Benefits	8.24%	\$ 31,281
Employee Recruiting and Testing	0.21%	\$ 813
Insurance	1.20%	\$ 4,542
Maintenance Equipment Cost (5-Yr Amortized)	11.07%	\$ 42,000
Maintenance - Facilities	4.83%	\$ 18,330
Miscellaneous	0.79%	\$ 3,000
Office Equipment and Supplies	0.47%	\$ 1,800
Office Equipment Maintenance	0.55%	\$ 2,100
Payroll	47.10%	\$ 178,750
Payroll Taxes	4.71%	\$ 17,875
Postage and Freight	0.16%	\$ 600
Printing and Copying	0.16%	\$ 600
Supplies	0.79%	\$ 3,000
Training	0.12%	\$ 450
Travel, Conventions, and Training	0.47%	\$ 1,800
Uniforms	1.23%	\$ 4,680
Utilities	2.11%	\$ 8,000
Utilities - Facilities	8.05%	\$ 30,550
Vehicle/Equipment Insurance	1.58%	\$ 6,000
Vehicle/Equipment Maintenance	2.37%	\$ 9,000
Vehicle/Equipment Operations	1.74%	\$ 6,600
OPERATING EXPENSES		\$ 379,502
OPERATING INCOME (EBITDA)		\$ (192,813)

B. Compensation

Based on the recast of the financial terms (responsibilities and compensation) outlined in the Airport Agreement, the revenues do not cover the cost of goods sold and associated expenses. The net loss in performing the Airport Agreement is projected to be \$192,813 on an annual basis.

C. Options

AMCG recommends PCAA review the Alternatives outlined in Section VI. in addition to the options outlined below specific to the Airport Agreement:

- Conduct a rent study or appraisal as outlined in Section VII. Recommendations, A. Rates and Fees.
- Modify the percentage of rent retained by PCAA.
- Modify the monthly owner fee (\$3,000 per month to PCAA).
- Modify the management fee (\$5,000 per month to Exec1 Aviation).
- Simplify the Airport Agreement.
- Adjust the responsibilities of the Manager to eliminate certain expenses (e.g., facilities maintenance and utilities).

VI. ALTERNATIVES

A. Sponsor Operated Airport Management

The Sponsor Management alternative is defined as the airport sponsor (PCAA) owning and operating the Airport. The airport sponsor manages the Airport and conducts all aspects utilizing airport sponsor employees using the airport sponsor's assets (i.e., facilities, vehicles, and equipment) and resources from the land and improvements owned by the airport sponsor. This alternative is the most common within the industry.

PCAA maintains the authority to develop, hire, and manage employees to operate the Airport. Despite the PCAA Board operating on a volunteer basis, an adequately qualified Airport Director could manage the daily operation of the Airport and report to the PCAA Board. While technically overseen by the PCAA Board, the PCAA Board should view an Airport Director as the position tasked with the day-to-day operation of the Airport and advisor to the PCAA Board on related Airport topics including management, planning, operations, grant administration, and public outreach. The Sponsor Management alternative often provides the most direct control and guidance over the Airport's management and operation.

B. Airport Management Lease Agreement

The Airport Management Lease Agreement alternative is defined as a private entity operating the Airport through a lease agreement with the airport sponsor. The private entity would manage the Airport and conduct all aspects utilizing the private entity's employees using the private entity's assets (i.e., facilities, vehicles, and equipment) and resources from the land and/or improvements leased from the airport sponsor.

Under this alternative, the private entity may: (a) lease land only from the airport sponsor and make improvements (e.g., terminal building, hangars, office, shop, ramp, etc.) to the land, (b) lease land and certain improvements and make additional improvements, (c) lease land and all associated improvements, or (d) lease improvements only from the airport sponsor.

Consistent with the current situation, Airport management is currently contracted to the existing FBO (Exec1 Aviation). There are advantages and disadvantages to this model. The current FBO operates a notably first-class operation, however, the FBO is put in a position that could stifle additional competition at the Airport. The FBO has an intrinsic need to deliver a profit where governmental entities would use excess returns on capital improvements or establish reserves for the Airport. The Airport Management Lease Agreement alternative is not the most common structure of airport management, but it is used from time to time when funding for staff is limited or an airport sponsor organization lacks the capacity for managing staff. With this alternative, there needs to be vigilance and additional effort put into ensuring a compliant and competitive environment remains at the Airport.

C. Airport Management Contract

The Airport Management Contract option is defined as a private entity operating the Airport through a management agreement with the airport sponsor. The private entity would manage the Airport and conduct all aspects with the private entity's employees using the airport sponsor's assets (i.e., facilities, vehicles, and equipment) and resources from the land and improvements owned by the airport sponsor.

Under this alternative, airport management could be contracted to a third-party that specializes in airport management services. Several businesses provide long-term airport management services. This alternative is the least common across the spectrum of airports and airport sponsors struggle with private enterprise expectations for profitability versus providing public services. Third-party management of airports is typically found at medium-sized or larger airports. While it is possible to find management companies willing to take on a general aviation airport, it remains uncommon within the industry.

VII. RECOMMENDATIONS

A. Rates and Fees

In discussion with the PCAA Board, there have been no notable increases in hangar rent, land rent, or fees and no formal evaluation such as a rent study or appraisal. FAA Assurance #24 *Fee and Rental Structure*, establishes a mandate for obligated airports to, "...make the airport as self-sustaining as possible...". It is highly recommended that PCAA establish a rate and fee structure with scheduled intervals to evaluate adjustments.

B. Rules and Regulations

One of the essential elements of effective airport management is to ensure Primary Management Compliance Documents (PMCDs) are established and current to guide the management, operation, security, development, and maintenance of the Airport. The development of these critical documents requires commitment from the airport sponsor and staff to ensure the resulting policy documents are reasonable and appropriate for the Airport. Rules and Regulations need to be developed for the Airport to reflect contemporary industry best practices.

The *Rules and Regulations* will set forth the requirements for the safe, orderly, and efficient operation and use of the Airport as well as outline the general provisions and defined words that are common to all PMCDs. The purpose of *Rules and Regulations* is to protect public health, safety, interest, and welfare at the Airport and to restrict any activity or action that would interfere with the safe, orderly, and efficient operation and use of the Airport. The *Rules and Regulations* will also clearly delineate acceptable practices related to aircraft maintenance within hangars, storage of non-aeronautical items within hangars, and using hangars for housing and/or sleeping purposes. Upon adoption of new *Rules and Regulations*, AMCG recommends the airport sponsor not codify the *Rules and Regulations*, but instead codify a process for the governing authority (i.e., Airport Authority) to review *Rules and Regulations* and approve revisions by resolution or similar action.

C. Leasing Policy

Currently, PCAA does not have a *Leasing Policy* to guide the management, negotiation, and development of lease agreements at the Airport. A significant source of Airport revenue comes from aircraft hangar leases/rentals. PCAA needs to consistently convey the policies guiding leasing practices at the Airport. Rates, terms, and conditions should be uniformly applied, with very few variables, one being differing levels of investment. The FAA does not review aeronautical lease agreements and therefore no approval is required for an airport sponsor to enter into an aeronautical agreement. The specific document used is the sole responsibility of the airport sponsor according to the FAA. However, the FAA specifically details the most important articles of a lease to review in *FAA Order 5190.6B section 12.3(b)*.

The seven (7) areas the FAA specifically details are:

- premises,
- rights and obligations,
- term,
- payment of fees to the airport sponsor,
- title,
- subordination, and
- assignment and subletting.

A crucial statement by the FAA is provided in Section (3) Term of Order 5190.6B, “Most tenant ground leases of 30 to 35 years are sufficient to retire a tenant’s initial financing and provide a reasonable return for the tenant’s development of major facilities.” Establishing a leasing policy that remains compliant with the FAA’s expectations and directives further enhances the expectations of lessees and overall Airport compliance.

ACRP Report 47: *Guidebook for Developing and Leasing Airport Property* discusses the importance of airports’ role as significant economic engines in almost any community. The report also presents best practices for land and facility leasing at airports. This information can serve as a guide in the pursuit of a new *Leasing Policy*. This critical policy would provide the PCAA Board with an invaluable resource to assist in making informed decisions regarding the future management, operation, and development of the Airport.

WILSON, EGGE & LOYA, P.C.
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October 29, 2024

Polk County Aviation Authority
410 W. 1st Street
Ankeny, IA 50021

VIA HAND DELIVERY

RE: Notice of Termination of Management Agreement at
Ankeny Regional Airport

Dear Board,

Please be advised the undersigned represents the interests of the Exec 1 Aviation II, LLC ("Exec 1 II") with respect to the Management Agreement between Exec 1 II and the Polk County Aviation Authority ("PCAA") for the year 2024. This correspondence shall serve as notice Exec 1 II is terminating the existing Management Agreement upon the conclusion of the term on December 31, 2024.

Specifically, Section 7.1 of the Management Agreement provides:

TERM: This Agreement shall commence on the Commencement Date and shall continue thereafter until December 31 't of the current year. This Agreement may be terminated with Cause (as defined below) by Owner upon not less than thirty (30) days advance written notice and by Manager upon not less than sixty (60) days advance written notice from the party so terminating.

This correspondence is intended to provide PCAA with notice as outlined in the Management Agreement. However, Exec 1 II looks forward to continuing to work with the PCAA to develop a mutually

agreeable Management Agreement for 2025 and beyond. Thank you.

Sincerely,
WILSON, EGGE & LOYA, P.C.



Jeffrey A. Egge
For The Firm