

AGENDA

CITY COUNCIL MEETING

Tuesday, January 28, 2025

5:30 P.M.

CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER:

II. OPEN FORUM: This is a time for any concerned citizen of Jefferson to speak to the Council on an item that is not on the agenda. Limit of three minutes per speaker.

III. CONSENT ITEMS:

- A. Approve 1/14/25 regular Council Minutes.
- B. Approve Class E Retail Alcohol License for Fareway Stores, Inc #888.
- C. Approve Class B Retail Alcohol License for Dolgencorp, LLC dba Dollar General #8463.

IV. NEW BUSINESS:

- A. ORDINANCE Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Adding New Chapter 31 – Animal Appeals Board and Amending Chapters 55 and 56.
- B. RESOLUTION Approving the Amendment to the Region XII Centennial Building Administrative Contract.
- C. RESOLUTION Approving an Application to the Region XII Housing Trust Fund
- D. RESOLUTION Approving Memorandum of Understanding Regarding Jefferson Municipal Airport Commission Fuel Project
- E. RESOLUTION Approving the Professional Services Contract with Bolten & Menk for the Airport Fuel Improvement Project.
- F. RESOLUTION Confirming the Employment of Joe Foote as City Golf Course Clubhouse Manager.
- G. RESOLUTION Confirming the Employment of Jacob Kopaska as City Golf Course Superintendent.
- H. Approve Applications for Grow Greene County Grants
- I. FY 2025-26 Budget Preparation.

V. REPORTS:

- A. Engineer, City Clerk, Attorney, City Administrator.
- B. Departments.
- C. Council & Committees.
- D. Mayor.

VI. ADJOURN

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TO: Mayor and City Council Members
FROM: Scott Peterson, City Administrator
SUBJECT: General Information Memo
Regular City Council Session
Tuesday, January 28, 2025 5:30 p.m.

Animal Appeals Board: A proposed ordinance is enclosed creating an Animal Appeals Board and setting the criteria needed to appeal to that Board. This would be the third reading of this ordinance. The ordinance will become effective after it is published.

Centennial Contract Amendment: An amendment to the administration contract with Region XII regarding the Centennial project is enclosed. This removes a requirement to comply with Section 3 of the HUD Act.

Housing Trust Fund Grant: City staff propose to submit a grant application to the Region XII Housing Trust Fund to assist with housing rehabilitation projects.

The City has around \$30,000 in recaptured funds from previous housing projects which are to be used for housing projects. This is what remains of the funds which the City has used for housing acquisition and demolition.

This application to the Housing Trust Fund will double the City's \$30,000. The \$60,000 in funds will be used to complete the renovation at 405 S. Chestnut Street, rehab the home at 105 N Walnut Street, and a third location to be determined as needed within the budget. Region XII will be the owners and developers for these projects.

Airport Fuel Farm Project: Two items are on the agenda regarding the proposed Airport Fuel Farm Project. This project is being funded by two federal grant programs over the next two fiscal years. Estimated total project cost is \$1.02 million. The grant funds are 95% Federal, 5% local.

- Approve MOU with Airport Commission: Enclosed is an MOU between the City and the Airport Commission regarding repayment of the local portion. The City will be repaid by the Commission 50% of the fuel sale profits until the total amount is repaid.
- Approve Contract with Bolten & Menk: Bolten & Menk's proposed agreement for engineering services for the Fuel Farm Project is enclosed. Since this is a single-source contract with Bolten & Menk, the FAA requires that an Independent Fee Analysis (IFE) be performed by another engineering firm to ensure that fees are reasonable. This IFE is complete and has been forwarded to the FAA. No concerns are anticipated, but the City has not yet received approval of the IFE from the FAA. The Council is asked to approve this contract with B&M contingent upon receiving FAA approval.

Golf Course Employees: Joe Foote will return as Clubhouse Manager and Jacob Kopaska will return as Golf course Superintendent for 2025. Their proposed working agreements and resolutions approving these agreements are enclosed.

Grow Greene Grants: City staff proposes to apply for Grow Greene County grants to:

1. Install segments of concrete golf cart paths at the Golf Course. Total project cost is \$41,800. The grant application is for \$39,000.
2. Install the remaining walking path in the large dog portion of the Dog Park. Total project cost is \$42,000. The grant application is for \$38,000.

Council approval is required to submit the applications.

Other City grants being submitted:

The Park Department will submit a Grow Greene application for a modern restroom at Daubendiek Park. They also will submit a Greene County Community Foundation grant for new playground equipment at Washington Park.

The Library will submit a Greene County Community Foundation grant to upgrade the lighting in the Carnegie Library to LED.

FY 2025-26 Budget Preparation: Sarah Morlan will present information about the Draft FY 2025-26 budget. Her presentation, some supporting documents, and the budget timeline are included herein.

Vacation: I will be out of the country for a vacation from Wednesday, January 29th through Wednesday, February 5th.

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY ADDING A NEW CHAPTER 31 – ANIMAL APPEALS
BOARD AND AMENDING CHAPTERS 55 AND 56

Be it enacted by the City Council of Jefferson, Iowa:

SECTION 1. Chapter Added. Chapter 31 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, be created and therefore be enacted in the following chapter:

**CHAPTER 31
ANIMAL APPEALS BOARD**

31.01 DEFINITIONS. The following terms are defined for use in this chapter.

1. “Board” shall refer to the Animal Appeals Board established in this chapter.
2. “Appellant” shall refer to an applicant who seeks to appeal to the Board.

31.02 BOARD ESTABLISHED. There is established an Animal Appeals Board consisting of five (5) members. The members shall serve without pay but may be reimbursed for actual and reasonable expenses. The members shall be determined as follows:

1. One member shall be the current Mayor.
2. One member shall be the current City Administrator.
3. One member shall be a member of the Council and shall be appointed annually by the Mayor with the approval of the Council.
4. Two members shall be representatives of the Jefferson Police Department. The first shall be the current Police Chief and the second shall be the current Police Captain. These members shall serve for as long as they maintain their rank and positions within the Jefferson Police Department.

31.03 MEETINGS; RULES OF CONDUCT; CONFLICTS OF INTEREST.

1. The Mayor shall serve as the Chairperson of the Board. In their absence, the Board shall select an acting Chairperson. The Chairperson shall have the authority to administer oaths and compel attendance of witnesses.
2. The Jefferson City Clerk shall serve as Secretary of the Board. In their absence, the Board shall select an acting Secretary. The Secretary shall keep minutes of Board proceedings that show the votes of each members, or if absent or abstaining, indicate such fact.
3. Subject to Council override, the Board shall adopt rules and policies to conduct its affairs in accordance with this Ordinance.

4. Meetings shall be held at the call of the chair and at such other times as the Board may determine is appropriate by majority vote.
5. All proceedings shall be open to the public.
6. The Board shall keep records of examinations, hearings and other official acts, which shall be filed with the City Clerk as public records.
7. In the event a member of the Board is personally involved with the circumstances giving rise to the appeal, including but not limited to serving as the responding police officer to the incident or a victim of the animal, an alternate shall serve for that particular appeal. For the purposes of Board composition:
 - a. If the conflict belongs to the Mayor, then the Mayor Pro Tem shall serve for that appeal.
 - b. If the conflict belongs to the City Administrator, then the Finance Officer shall serve for that appeal.
 - c. If the conflict belongs to the Council member, then the Chairperson shall appoint another Council member to serve for that appeal, such appointment to be made at the outset of the appeal hearing.
 - d. If the Conflict belongs to the Police Chief or the Police Captain, the Chairperson shall appoint an alternate representative from the Jefferson City Police Department to serve on the Board for that appeal, such appointment to be made at the outset of the appeal hearing.

31.04 JURISDICTION. The Board shall have jurisdiction to hear and decide appeals of citations and orders issued by City departments and officials resulting from alleged violations of Chapters 55 and 56 of the Code of Ordinances.

31.05 RULES OF APPELLATE PRDOCEDURE. Appeals to the Board shall be initiated and adjudicated as follows:

1. A matter within the jurisdiction of the Board, as specified in Section 31.04 of the Code of Ordinances, may be appealed to the Board by filing a written notice of appeal in compliance with the following procedures:
 - a. A notice of appeal must be filed with the Clerk within ten (10) days receipt of the citation or order. The notice of appeal shall be considered filed when received by the office of the City Clerk or if mailed to the Clerk. However, a notice of appeal delivered by U.S. mail shall be considered to have been timely filed if the postmark date is within the time allowed to file the appeal. For good cause shown to the reasonable satisfaction of the City Clerk, the City Clerk may accept the late filing of a notice of appeal that otherwise complies with the requirements of this section.

- b. A notice of appeal must contain the following information:
- i. The name and residential address of the appellant.
 - ii. Contact information for the appellant, including phone number, mailing address and, if available, an e-mail address to which all further notices may be served.
 - iii. The nature of the decision appealed from, including a case or citation number or date of incident if available.
 - iv. A detailed narrative of the animal incident or circumstances that resulted in the citation or order.
 - v. A description of the animal or animals involved, including name, breed, age, color, size, and status of most recent vaccinations.
 - vi. If the appeal concerns an illegal or vicious animal determination as defined in Chapter 55 of the Code of Ordinances, the following additional materials must be submitted with the notice of appeal:
 1. Written proof of vaccination, microchipping, and City registration of the vicious animal.
 2. A quote for insurance for the vicious animal that satisfies the requirements of Section 55.12(2) of the Code of Ordinances.
 3. If applicable, the location outside of City limits where the animal is being kept.
 4. An acknowledgment signed by the appellant whereby they acknowledge their review and understanding of the confinement, muzzling and other requirements of Section 55.12 of the Code of Ordinances.
 5. An acknowledgement signed by the appellant whereby they acknowledge that if the Board upholds the vicious animal determination, the vicious animal shall not be allowed within City limits until all requirements of the Code of Ordinances are fulfilled, and furthermore, that the appellant shall have ninety (90) days to fulfill said requirements or else the vicious animal designation shall be automatically rescinded.
- c. Notices of appeal that fail to abide by the preceding procedures shall be returned to the Appellant with an explanation of the rejection. Following rejection, an appellant may file a new or corrected notice of appeal subject to the original deadline set forth in Section 31.05(1)(a) of the Code of Ordinances.

- d. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the citation or order of the City.
2. Upon receipt of a timely-filed and proper notice of appeal, the Clerk shall promptly notify the Board and affected City departments or officials. The Police Department or other affected City departments or officials shall thereafter investigate the merits of the appeals and submit all documents related to the alleged violation to the Board.
3. Except in the case of an illegal animal designation, a proper notice of appeal stays all proceeding in furtherance of the decision appealed from unless the stay would, in the Mayor's opinion, pose an imminent peril to life and property. Owners of those animals deemed to be illegal animals must adhere to the requirements under the City Code pending the disposition of the appeal.
4. The Board shall meet and decide on the appeal within twenty-one (21) days of the Clerk's receipt of a notice of appeal.
5. The Board shall fix a reasonable time for the appeals hearing and shall be mailed by U.S. mail to the appellant not less than five (5) days prior to the hearing. The Board shall post notice of the hearing not less than four (4) days and not more than twenty (20) days prior to the hearing.
6. The Board shall make a reasonable effort to notify any persons who would have had direct involvement in the incident, including those persons who were injured or who owned animals that were injured in the incident.
7. In the event the affected department elects to withdraw a decision which is the subject of an upcoming appeal, it shall promptly provide notice to the appellant, Board and Clerk.
8. At the hearing, any party may appear in person, by agent, or by attorney, and may present evidence and arguments to the Board. The Board may exclude evidence that is immaterial, unduly repetitive, or otherwise inappropriate.
9. If the appellant fails to appear at the hearing, the Board may proceed with the hearing and issue a decision in the appellant's absence. The Board may alternatively, at its discretion, deem that the appellants have waived their right to continue the appeal and deny the appeal summarily.
10. The standard of proof is the preponderance of evidence, and the burden belongs to the appellants.
11. The Board may reverse or affirm, in whole or in part, or modify the original decision of the City department.
12. The decision of the Board and its reasons shall be summarized in writing and provided to the appellant and made available as public record.

13. The costs of the administrative hearing, if any, may be assessed against the losing party.
14. Any person aggrieved by the decision of the Board may seek review of that decision by filing an action in the District Court for Greene County, Iowa, within thirty (30) days of the Board's final determination unless more time is provided by an order of the district court or applicable Iowa law.

31.06 ADDITIONAL POWERS AND DUTIES. The Council may by resolution delegate to the Board additional obligations, powers and duties.

SECTION 2. Section Added. Chapter 55 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is amended and the following Section 55.27 is adopted and added therein:

55.27 APPEALS. Appeals of City decisions regarding alleged violations of this Chapter, including but not limited to vicious animal determinations, shall be adjudicated by the Animal Appeals Board as established by Chapter 31 of the Code of Ordinances.

SECTION 3. Section Added. Chapter 56 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is amended and the following Section 56.07 is adopted and added therein:

56.07 APPEALS. Appeals of City decisions regarding alleged violations of this Chapter, including but not limited to delinquent licensing fees, shall be adjudicated by the Animal Appeals Board as established by Chapter 31 of the Code of Ordinances.

SECTION 4. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council and approved on _____, 2024.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on _____, 2024.

Roxanne Gorsuch, City Clerk

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Contract Number: **BG2226**
Amendment Number: **2**

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF JEFFERSON

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
IEDA CONTRACT #23-HSGU-003**

The following bolded text amendments are made to Article 4 of the agreement, striking the language indicated:

Article 4.0 STATEMENT OF WORK AND SERVICES. COG shall perform in a satisfactory and proper manner as determined by the City, the following work and services:

FILES. COG shall assist the City in establishing and maintaining the following files as required by the Iowa Economic Development Authority (IEDA):

- Citizen Participation
- Environmental Review
- Federal Labor Standards
- Equal Opportunity/Affirmative Action
- Procurement Standards and Invitation for Bids
- Rehabilitation
- Financial Management
- Performance

COG shall review each file at least monthly and COG shall assist the City staff in insuring appropriate information is contained in the offices of each. The files shall be located in the City of Jefferson City Hall, and will remain the property of the City.

PROGRAM OPERATION. The COG will assist the City with rehabilitation of a minimum of two (2) units, all within one building in accordance with the City's contract with IEDA. The COG will also provide income verification for initial lease up of tenants.

FINANCIAL MANAGEMENT. The COG shall complete reimbursement requests and obtain appropriate signatures from the City officials. The City shall submit the requests to IEDA.

PERFORMANCE REPORTS. The COG shall prepare the required performance reports and submit the same to the City Designee for acceptance by the City. The COG will provide information as necessary and requested by IEDA for the purpose of fulfilling all reporting requirements related to the grant.

FEDERAL REQUIREMENTS. The COG shall assist the City in meeting the requirements of the following laws, rules, and regulations:

1. National Environmental Policy Act of 1969.
2. Federal Management Circulars 74-4 and 74-7 as they relate to the application, acceptance, and use of federal funds.
3. Executive Order #11988, relating to flood hazards.
4. Title VI of the Civil Rights Act of 1964.
5. Section 109 of the Housing and Community Development Act of 1974, as amended.
6. The Age Discrimination Act of 1975, as amended.
7. Section 504 of the Rehabilitation Act of 1973, as amended.
8. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - a. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - c. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
 - e. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
 - f. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
 - g. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
 - h. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - i. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24

CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

- j. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
 - k. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
9. Title VIII of the Civil Rights Act of 1968, as amended.
 10. Executive Order #11063, relating to fair housing.
 11. The Davis-Bacon Act.
 12. The Copeland "Anti-Kickback" Act.
 13. Contract Work Hours and Safety Standards Act.
 14. The Department of Defense Authorization Act of 1986.
 15. OMB Circular No. A-102.
 16. Lead Based Paint Hazard Elimination Final Rule.
 17. Lead Based Paint Poisoning Prevention Act.
 18. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).

CIVIL RIGHTS PROVISIONS. During the performance of this contract, the contractor agrees as follows:

1. The COG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The COG 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, 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 COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The COG 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, or national origin.
3. The COG 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 Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The COG will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The COG will furnish all information and reports required by Executive Order No. 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.

6. In the event of the COG's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the COG may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The COG will include the provisions of Paragraphs (1) through (7) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The COG will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the COG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the COG may request the United States to enter into such litigation to protect the interests of the United States.

OTHER FEDERAL LAWS. By virtue of the Federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable Federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063, as amended by Presidential Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) and related Civil Rights and Equal Opportunity statutes of 1965; Section 109, Title I of the Housing and Community Development Act of 1974, as amended; and, regulations which supplement these laws and orders.
- B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- ~~C. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).~~
 - ~~1. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.~~
 - ~~2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.~~
 - ~~3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set~~

~~forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.~~

- ~~4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.~~
 - ~~5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.~~
 - ~~6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.~~
 - ~~7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).~~
- D. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- E. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102, so that all reporting requirements for the City's CDBG may be fulfilled.
- F. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.

- G. Lead-safe housing regulations, as applicable, in 24 CFR Part 35 et. al.
- H. Others as applicable.

STATE LAWS. By virtue of the funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable State of Iowa laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Iowa Code Chapter 8A 315-317 and Iowa Administrative Code Chapter 11-117.6 (5) – Recycled Product and Content.
- B. Iowa Civil Rights Act of 1965.

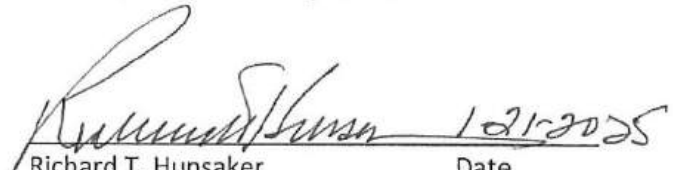
IN WITNESS THEREFORE, both parties agree to the above amendment and hereto have executed this amendment on the day and year specified below.

CITY OF JEFFERSON

REGION XII COG, INC.

Craig Berry
Mayor

Date


Richard T. Hunsaker
Executive Director

12/1/2025
Date

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AMENDMENT TO THE REGION XII
CENTENNIAL BUILDING ADMINISTRATIVE CONTRACT

WHEREAS, the City of Jefferson entered into an agreement with Why Not US, LLC, an Iowa limited liability and title holder of the property locally known as 100 East State Street, in which the Owner will rehabilitate the second story of the building to provide residential rental housing for low- to moderate-income persons; and

WHEREAS, the City of Jefferson, in conjunction with Region XII Council of Governments (“Region XII”), submitted an application for and thereafter received a Community Development Block Grant (CDBG); and

WHEREAS, the City of Jefferson entered into a contract with Region XII, known as Community Development Block Grant Program IEDA Contract #23-HSGU-003 (the “Agreement”), to administer the grant proceeds, given Region XII’s expertise in the administration of federal and state grant proceeds through housing programs; and

WHEREAS, Region XII has presented a proposed amendment to the Agreement (the “Amendment”) for the City Council’s review and approval. The Amendment is to Article 4.0 of the Agreement and reflects the removal of the requirements of Section 3 of the Housing and Urban Development Act of 1968.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The proposed Amendment to the Agreement is hereby approved.

Section 2. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on January 28, 2025.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION TO THE
REGION XII HOUSING TRUST FUND

WHEREAS, the City of Jefferson, Iowa (the "City") is committed to maintaining and improving housing for its residents and potential residents; and

WHEREAS, the Region XII Housing Trust Fund ("the Fund") provides funding for rehabilitation and improvements to housing located in the counties serviced by the Region XII Council of Governments (COG);

WHEREAS, the City desires to apply to Region XII COG for funding from the Fund so that it can improve and rehabilitate residential properties in the City, and the City Council finds that it is in the best interests of the City of Jefferson that an application be made to the Fund.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The Mayor and City Clerk, or their designees, are hereby authorized and directed to execute and deliver the application to Region XII COG for funding from the Fund on behalf of the City.

Section 2. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on January 28, 2025.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made between the City of Jefferson, Iowa (the "City") and the Jefferson Municipal Airport Commission (the "Commission").

Section 1. Purpose. The City seeks to complete an airport fuel improvement project (the "Project") at the Jefferson Municipal Airport (the "Airport") using a mixture of government grant monies and matching funds from the City's general fund (the "General Fund"). Pursuant to Resolution _____, passed by the City Council on May 21, 2024, the City wishes to enter into this MOU with the Commission to describe the use and repayment of the General Fund.

Section 2. Project Details. The Project consists of two separate sub-projects, one for aviation gas and the other for jet fuel. The City is in the process of applying for an Iowa Department of Transportation grant for the aviation gas part of the Project and a separate federal grant for the jet fuel portion of the Project.

Section 3. Repayment of Matching Funds. By the terms of the Iowa DOT grant, the City must make \$90,000.00 available in matching funds. For the federal grant, the City must provide \$50,000.00 in matching funds. Altogether, the \$140,000.00 in matching local funds are required for the Project. The City and Commission agree the City's General Fund shall serve as the source of these matching funds required by the grants. The Parties further agree that repayment of the expected \$140,000.00 in matching funds from the General Fund shall be repaid from a portion of the Commission's profits from fuel sales at the Airport. The Commission shall remit 50% of its annual net profits from the sale of aviation gas and jet fuel to the City until the balance is repaid. Each installment shall be due and payable on or before December 31st of the year in which the fuel is sold.

Section 4. Statement Regarding Fuel Sales and Use. The Parties encourage all airplanes housed at the Airport to use and purchase fuel from the Airport. However, the Parties nor the Airport may not restrict the use of fuels brought from other sources. To ensure the sustainable and safe use of the fuel system improvements, the Parties agree the Commission shall conduct one or more of the following activities: establish flowage fees, execute sales contracts with individuals, or require other fuel dispensers to meet minimum standards.

Section 5. General Terms. This MOU is designed to outline the intent and basic obligations of the working relationship between the Parties. This processes and execution of the intent should be flexible in order to accomplish the goal of funding the Project and repayment to the General Fund.

The undersigned organizations acknowledge and adopt this MOU.

CITY OF JEFFERSON

JEFFERSON MUNICIPAL
AIRPORT COMMISSION

Craig J. Berry, Mayor

[Name] [Title]

Attest:

Roxanne Gorsuch, City Clerk

Date: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING
MEMORANDUM OF UNDERSTANDING REGARDING
JEFFERSON MUNICIPAL AIRPORT COMMISSION FUEL PROJECT

WHEREAS, the City of Jefferson (the “**City**”) and the Jefferson Municipal Airport Commission (the “**Commission**”), desire to fund and complete improvements to the fuel equipment and fixtures for aviation gasoline and jet fuel at the Jefferson Municipal Airport (the “**Project**”); and

WHEREAS, the Commission and the City have come to an agreement as to the funding and payment for the Project as set forth in a certain Memorandum of Understanding (the “**MOU**”); and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that the proposed MOU regarding the Project be approved.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The MOU that is now before this Council is hereby approved.

Section 2. The Mayor and City Administrator are hereby authorized and directed to execute and deliver the MOU on behalf of the City, in substantially the form and content in which such agreement has been presented to this Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they may believe to be necessary.

Section 3. The Mayor, City Administrator, and City Clerk are authorized and directed to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 4. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on January 28, 2025.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk



Real People. Real Solutions.

WORK ORDER #5
TO
PROFESSIONAL SERVICES CONTRACT
(DESIGN, BIDDING, CONSTRUCTION ENGINEERING AND GRANT ADMINISTRATION SERVICES)

FUEL FARM IMPROVEMENTS – JET A AND AVGAS

JEFFERSON MUNICIPAL AIRPORT
JEFFERSON, IOWA

BETWEEN: The City of Jefferson
An Iowa municipal corporation (CLIENT/SPONSOR)

AND: Bolton & Menk, Inc. (CONSULTANT)

EFFECTIVE DATE: January _____, 2025

RECITALS

1. The City of Jefferson owns and operates the Jefferson Municipal Airport located near Jefferson, Iowa.
2. This is Work Order #5 to the Professional Services Contract, between City of Jefferson and Bolton & Menk, Inc. The Professional Services Contract previously executed, is referred to herein as the "Master Agreement."

AGREEMENT

DESCRIPTION

The CONSULTANT agrees to provide Design, Bidding Construction Engineering and Grant Administration Services for the Fuel Farm Improvements - Jet A and Av Gas at the Jefferson Municipal Airport (herein referred to as the **Project**).

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PROJECT UNDERSTANDING

The proposed project will replace the existing above ground AvGas only aircraft fueling system with an aboveground aircraft fueling system complete with both Jet A fuel and AvGas. The current aircraft fuel system consists of above ground single wall avgas fuel storage tanks along with a dispenser. All existing tanks, dispensers and secondary containment dike will be removed.

The proposed system is expected to include the two aboveground fuel storage tanks (12,000-gallon Jet A fuel and 10,000-gallon AvGas) complete with steel-reinforced concrete foundations and fuel dispensing cabinets. A new credit card reader system will also be installed.

I.A. BASIC SERVICES

For purposes of this Work Order, the Basic Services to be provided by the CONSULTANT are as follows:

1. DESIGN & BIDDING SERVICES

1.1. Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with FAA if needed and other concerned agencies and parties on matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor. It is anticipated that there will be a maximum of one (1) meeting with the Sponsor and/or the FAA, to review project eligibility and project limits. The consultant will prepare and distribute meeting minutes to all attendees.

1.2. Project Meetings and Coordination with Sponsor, FAA, etc. Consultant shall coordinate with the subconsultants, sponsor, FAA, and other applicable agencies to complete the work.

1.2.1. The task includes one meeting at the Airport, attended by the Project Manager, to present the findings of the design phase and any alternatives and recommendations for the project. The result of the meeting will be an agreed upon project design parameters to proceed forward with final construction documents.

1.2.2. Coordination with FAA, Local agencies, subconsultants, etc. The Consultant shall coordinate the project parameters and criteria with the project stakeholders including the FAA, Sponsor, and Project Manager.

1.2.3. The consultant will prepare and distribute meeting minutes to all attendees.

1.3. Topographical Surveying

1.3.1. Coordination to collect existing data and locate utilities. This task includes data collection, as-built plan set review, and research of available existing survey information to gather information on existing topography and utilities. This also includes coordination for field utility locations with the Sponsor, FAA, and IDOT.

- 1.3.2. Survey control. Survey control will be established and used for design surveys. The Consultant will provide a drawing showing the location of the existing or established control for the project and perform necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. One trip will be required for a two-person survey crew to establish survey control for the project.
- 1.3.3. Field work. Survey work will include all utilities; pavement center, edges, and intermediate shots; ground shots; lights; signs; drainage structures; and electrical duct markers and hand holes. It is anticipated that the fieldwork will require five trips to the airport by a two-person survey crew.
- 1.3.4. Convert survey data for design software. This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following separate tasks:
 - o Establish design coordinate plan with Sponsor/State to be used for CADD drawings
 - o Input raw survey data into the computer program to sort data into company standard layers for efficient analyzing
 - o Verify survey data from previous project with latest field survey
 - o Sort all data points by layers and description for computer modeling
 - o Verify surveyor horizontal and vertical control
 - o Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities
 - o Generate a three-dimensional contour model from the DTM.
 - o Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features

1.4. Geotechnical Investigation **(Not Required for this Project)**

1.5. Preliminary Design / Planning

The consultant shall complete planning services with the Sponsor to cover the location of the new fueling facility. It will consider the accessibility of both aircraft and fueling truck, location of dispensers and cabinet, above ground tanks, etc. It will analyze the aircraft movement and safety areas and impacts on the existing apron and taxiways.

The consultant will complete a layout exhibit showing the fuel facility location, aircraft movements and operational safety areas. The FAA will be consulted as to the desired location by the Sponsor to acquire FAA's approval of the final location.

1.6. FAA Pavement Design Report and Form 5100 **(Not Required for this Project)**

1.7. Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), for FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. A draft of the CSPP will be submitted with the 90% submittal. Any comments, if any, received at the time of the 90% submittal will be incorporated into the CSPP to become the final CSPP. FAA will upload the data to the OE/AAE website. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.8. Modification of Airport Design Standards

As needed, the Consultant will prepare a Request for Modification of Federal Construction Standards if found to be necessary for the project. The Mod to Standards will discuss modifications required under the Bid Packages. The Mod to Standards will be submitted to the Sponsor for acceptance. This document will be forwarded to the FAA for approval along with final plans, contract documents, specifications, and the Pavement Design Report (if required).

1.9. Prepare Preliminary Plans, Specifications, Cost Estimate, and Project Budget

Preliminary plans will be prepared for the Project. The plan sheets will be limited to those sheets necessary to carry out the construction of the proposed project: Fuel Farm Improvements - Jet A and Av Gas. The following list of drawings will be used as a guideline. Potential plans sheets listed below may be combined with other plan sheets necessary to complete the project design. In addition, additional drawings may be added during the design phase, if required. This list of potential plan sheets is not meant to be an actual page count but represent potential sheets or design considerations estimated at the time of the establishment of this work order. Actual plan sheet count will vary.

General:

- Title Sheet
- Legend Sheet
- General Notes
- Survey Control and Layout Plan
- Typical Sections & Details Sheet
- Quantities & Estimate Reference Information
- Construction Safety & Phasing Plan

Civil:

- Erosion Control Plan
- Existing Conditions & Demolition Plan
- Grading & Drainage Plans
- Paving Details
- Jointing Plans
- Jointing Details
- Other Utility Plans
- Pavement Marking Plan – If required
- Pavement Marking Details – If required

Electrical:

Electrical Removals Plan
Electrical Site Plan
Electrical Details

1.9.1. Prepare Preliminary Specifications

1.9.2. The Consultant will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by the FAA specifications.

1.9.3. Prepare preliminary technical specifications

This work includes the preparation of standard and supplemental specifications, necessary to establish the construction requirements of the project. Standard specifications will be assembled and reviewed for relevancy to the project. In addition, supplement specifications will be included, where deemed necessary.

1.9.4. Prepare preliminary contract documents

The Consultant will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, Federal Requirements, Preliminary Bid Schedule, Wage Rates, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary contract documents will be prepared as early as possible during the design phase and submitted to the Owner for review by the Owner. Also review and incorporate the Sponsor's general provisions and contract clauses, as required.

1.9.5. Prepare preliminary special provisions

The Consultant will prepare Special Provisions to address, or expand on, conditions that require additional clarification.

1.9.6. 30% Review Set **(Not Required for this Project)**

1.9.7. 90% Review Set

The Engineer will submit a set of 90% drawings, engineers report and specifications to the Sponsor for their review. Engineers report will follow the FAA Central Region Airports Sponsor's Guide suggested format. The project will be reviewed with the FAA to obtain their concurrence with the 90% preliminary design.

1.9.8. Prepare Preliminary Cost Estimate

Calculate estimated preliminary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. The consultant will then use recent bid prices and industry standards to prepare a preliminary cost estimate.

1.10. Prepare Final Plans, Specifications, Cost Estimate, and Project Budget

1.10.1. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the Sponsor's review of the 90% submittal.

1.10.2. Prepare Final Cost Estimate

Using the final quantities calculated following the completion of the plans and specifications, the Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

1.11. Prepare Disadvantaged Business Plan (DBE)

DBE Plan Update: This is applicable for project(s) that fall within a grant year which in Airport uses at least \$250,000 in Federal funds for services that can be completed by Disadvantaged Business Enterprise (DBE) firms. Total DBE eligible costs (prime contracts) estimated to be completed are expected to exceed \$250,000 with this project, thus an updated project-specific DBE goal is required.

The CONSULTANT will update the Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. Specific tasks will include:

- The CONSULTANT will review the methodology for evaluating the availability of DBE businesses to provide services and products for airport projects for the next three (3) Federal fiscal years.
- The CONSULTANT will review the airport's service area by analyzing the utilization of DBE businesses on previous airport projects.
- The CONSULTANT will prepare a legal advertisement describing the revised DBE utilization goal and methodology.
- The CONSULTANT will deliver the advertisement to the CLIENT to be published in one (1) newspaper as public notice to provide a public comment period.
- The CONSULTANT will submit the DBE program to the FAA Office of Civil Rights for review and comments.

The CONSULTANT will complete one (1) annual report to the FAA Office of Civil Rights as required to report actual DBE accomplishments on the project.

1.12. Prepare Advertisement for Bids and Bid Documents

Consultant shall prepare, reproduce, and distribute up to a total of 10 sets of bidding documents for the project. Consultant will submit a copy to the Sponsor for distribution to the local and selected publications of the pending project. The Sponsor shall pay for the associated cost of advertising. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The consultant will also keep a current list of plan holders and distribute this to interested parties upon request. This task includes coordination required to facilitate these requests.

1.13. Respond to Bidders Questions

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

1.14. Prepare and Distribute Addendums

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the FAA. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivery or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and the Consultant shall be reimbursed for this effort as an amendment to this contract.

1.15. Bid Opening

The Consultant will attend the bid opening.

1.16. Bid Review and Bid Tabulation

Consultant shall advise City of Jefferson as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Bid documents will be verified to review that the Contractor has met DBE goals (or made valid good faith effort). The Consultant shall prepare a spreadsheet that includes all bid items for the purpose of evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the Apparent Low Bidder.

1.17. Prepare Recommendation for Award

The Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the Sponsor.

1.18. Prepare Grant Application

The Application may be prepared after the project design has been completed and the bids accepted or the FAA may require the Application to be completed early during the design phase. Preparation of the Application will include the following:

- SF-424
- Prepare FAA Form 5100-100 including Program Narrative, discussing the Purpose and Need of the Work and the Method of Accomplishment
- Sponsor Certification (total of six)

The Consultant will submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor will forward the signed Application to the FAA for further processing.

This project is anticipated to utilize FAA BIL-AIG funding and AIP funding. A separate grant application will have to be prepared for each funding source.

1.19. **Environmental Review, CATEX (Not Required for this Project)**

An environmental review is required and was conducted for this project. From the FAA's Go Letter: "The FAA determined the proposed project is environmentally Categorical Excluded (CATEX) per paragraph(s) 5-6.4.u of FAA Order 1050.1F as it relates to the National Environmental Policy Act (NEPA). No further environmental documentation for this project is needed."

2. **CONSTRUCTION ADMINISTRATION**

2.1. **Pre-Construction Meeting**

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Engineer will establish this meeting to review Local, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, IDOT (if available), Subconsultants, FAA ADO (if available), Contractor, Subcontractors, and utility companies. This task will include:

- Scheduling the meeting, sending invitations, providing meeting materials and pre-meeting exhibit and material preparation.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction meeting. The Owner should be provided with copies of all construction schedules.
- Prior to preconstruction meeting, furnish the name of the Project Engineer with qualifications for approval by the Owner. Project Engineer means Engineer as defined in Section 10 (Section 10-18) of the General Provisions of the construction documents.
- Preside at the preconstruction meeting, prepare a detailed record of the meeting. Meeting minutes will be submitted to the Owner and all participants.
- Provide Contractor with a list of required submittals to be provided by Contractor and discussed at the meeting.
- Provide the Contractor with additional copies of Construction Documents and digital data (Project Drawings) as requested.

2.2. **Initial Construction Survey Control Layout**

The consultant will perform initial survey work to establish construction field control for the project. This will include establishment of horizontal and vertical control for construction staking (by contractor) as per the Project Manual.

2.3. Prepare Construction Management Plan (CMP) (Not Required for this Project)

Since the paving is not expected to exceed \$500,000, preparation and submission of a CMP is not required.

2.4. Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Contract Documents will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.5. Construction Management Services

The Consultant will provide Construction Administration Services the scope of which is based on the following:

- The Consultant and Client agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client.
- The Consultant and Client agree that the Construction Engineering Services provided by the Consultant may be required to continue and exceed beyond the construction time element stated in the Client's agreement with the construction Contractor. When the extent of these construction services beyond the control of the Consultant occurs, the Client agrees that Consultant will be reimbursed for additional Construction Engineering Services in excess of the specified construction time period at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.
- Nothing herein shall be construed as imposing upon the Consultant's responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.
- The Consultant agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the Client in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the Client on and around areas of construction.
- When the Consultant is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.

The Consultant agrees to provide Construction Administration Services that include the following:

- 2.5.1. Check and monitor construction activities and certify that all project work completed under observation of the Resident Project Representative is in substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.
- 2.5.2. Provide interpretation of plans and specifications as requested.
- 2.5.3. Supervise and coordinate Subconsultant contracts for field observation and testing.
- 2.5.4. Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications. In addition, submittals will be checked for Buy American compliance.
- 2.5.5. Review all periodic and final pay requests and explanation of variation between Contract and final quantities prepared by Resident Project Representative. Coordinate Contractor approval and signature and submit to Client for approval.
- 2.5.6. Review weekly Construction Progress and Inspection Reports (FAA Form 5370-1) as prepared by Resident Project Representative and submit to Owner and applicable Agencies. Reports will include a several photos of construction activities for the week. These reports shall begin the week the Contractor is on-site through the week the final inspection occurs. Reports will be submitted weekly to the FAA via PDF.
- 2.5.7. Prepare, review and process Field Orders, Change Orders to include a cost estimate, cost/price analysis, record of negotiations, review, and evaluation of "Contractor's Request for Extension of Contract Time" and make recommendations regarding approval to the Client. Notify the Contractor that no work can start until approved by the Client.
- 2.5.8. Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work
- 2.5.9. Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative and/or Subconsultants.
- 2.5.10. Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show "Record Drawing" conditions.
- 2.5.11. Retain and review payroll reports of each contractor and subcontractor and monitor Contractor's compliance with paying employees as per established Federal Davis Bacon requirements.

- 2.5.12. Monitor Contractor's compliance with Disadvantaged Business Enterprise (DBE) program (i.e. determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.) Report deviations to the Sponsor.

2.6. Resident Project Representative (RPR)

The Client as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Client and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Part-Time** Resident Project Representative services will be provided. It is anticipated the Project will be completed within **60 Calendar Days following upon delivery of all materials needed to complete the project**. This will include up to four (4) field visits by the Project Manager and a maximum of **two hundred fifty-six hours (256) construction observation hours** by the RPR. The anticipated contract time will be confirmed at the 90% plans. If the anticipated contract time, noted in the Work Order need modification from the amount in the construction contract, then an Amendment will be done at a later date. If additional construction observation time beyond the maximum estimated number of hours is needed during actual construction of the project, then these additional hours above and beyond will be considered as additional services and subject to additional compensation.

Resident Project Representative Services shall be completed in accordance with the attached Exhibit I-1, and shall include, but are not limited to, the following:

- 2.6.1. Coordinate with the Testing Subconsultant to perform acceptance tests required to be provided by the Client in the construction Contract Documents. Subconsultant services will be provided by Construction Materials Testing.
- 2.6.2. Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods. Conduct wage rate interviews and provide to Project Engineer.
- 2.6.3. Maintain daily records of the Contractor's progress and activities during construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- 2.6.4. Evaluate and discuss potential Field Orders and Change Orders with the Contractor, as necessary.
- 2.6.5. Evaluate material substitutions as requested by the Contractor.

- 2.6.6. Prepare, process, and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1). Reports will include a several photos of construction activities for the week. These reports shall begin the week the Contractor is on-site through the week the final inspection occurs. Reports will be submitted weekly to the FAA via PDF.
- 2.6.7. Measure and compute as-built quantities of all materials incorporated in the work and items of work completed and maintain an item record account.
- 2.6.8. Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
- 2.6.9. Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users, Construction Safety Phasing Plan (CSPP) and with the Contractors Safety Plan Compliance Document (SPCD).
- 2.6.10. Coordinate the necessary construction staking/layout schedule as needed by the Contractor.
- 2.6.11. Perform other services as reasonably required by the Client and as outlined in the Contract Documents.

2.7. Final Inspection and Documentation

2.7.1. Final Inspection

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

2.7.2. Final Punch List

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

2.7.3. Final Construction Certifications

- 2.7.4. Once all the punch list items have been completed to the satisfaction of the Sponsor and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

2.8. As-Built Plans

The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner and FAA reproducible "Record Drawings" in digital format.

2.9. Prepare As-Built Airport Layout Plan (Not Required for this Project)**2.10. Project Closeout**

Prepare the closeout documentation in accordance with the AIP Sponsor Guide Section 1600. The CONSULTANT may prepare the closeout document within 90 days of final payment to the contractor. Closeout documentation shall include, but may not be limited to, the following:

- a. Sponsor Cover Letter
- b. Closeout Narrative
 - o Work Accomplished
 - o Project Cost and Funding Sources
 - o Project Team
 - o Project Milestones
 - o Construction Photos
 - o Final Inspection and Punch List
 - o Contract time and Liquidated Damages
 - o QA Testing Summary
 - o Project Costs
 - o DBE Summary
- c. Final SF-271 Form, Outlay Report and Request for Reimbursement for Construction Projects
- d. Final SF-425 Form, Federal Financial Report
- e. Final Invoice Summary
- f. Record Drawings

This work includes preparation of the documentation, coordination with the Airport and FAA for review, and preparation of final documents for Airport approval. The CLIENT will furnish copies of all administrative costs, as well as paperwork related to previous grant reimbursement (drawdown) requests.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A. shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures, or schedule of the project contractor. Additional services may consist of the following:

1. Additions to the project outside of this scope.
2. Any construction surveying required for the Project.
3. Additional geotechnical investigation required for the Project.
4. Hosting a pre-bid meeting.

5. Update Airfield Signage Plans.
6. Additional Field Investigation required beyond those specified.
7. Completion of additional special studies not identified in Section I.A.
8. Periodic completion of grant reimbursement requests (i.e. Credit Applications).
9. Attendance of additional meetings beyond those identified in the above scope.
10. All other services not specifically identified in Section I.A.

I.C. CONSIDERATION

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

TASK 1 – DESIGN SERVICES	\$ 78,200.00 (lump sum)
TASK 2 – CONSTRUCTION ENGINEERING	\$ 78,900.00 (hourly not to exceed)
TOTAL AUTHORIZED FEE	\$157,100.00

Funding Layout:

Estimated Federal AIP/BIL Share (up to 95%)	\$ 149,245.00
Estimated Local Share (as low as 5%)	\$ 7,855.00

Progress payments shall be made in accordance with the fee schedule attached and Section 3 of the Master Agreement.

I.D. SCHEDULE

The consulting services authorized under Section I.A. will be performed under the following schedule or as authorized by the CLIENT as the BASIC SERVICES proceed.

TASK	SERVICE DESCRIPTION	DATE
1	DESIGN AND BIDDING	January 2025 – March 2025
	Preliminary Design and Planning Submittal	January 15, 2025
	90% Submittal	February 14, 2025
	Bid Opening	March 18, 2025
	Grant Application	On or before April 1, 2025
2	CONSTRUCTION	October 2025 – November 2025