

**AMENDED
AGENDA
CITY COUNCIL MEETING
October 1, 2026
Keokuk City Council Chambers
501 Main Street
5:30 P.M.**

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Report:
5. Citizens' Comments:
6. Consent Agenda.
 - Minutes of the Regular Council meeting of September 17, 2026;
 - Resolution Approving a Liquor License for Southside Boat Club, 625 Mississippi River Drive, Class F Retail Alcohol License – effective October 31, 2027;
 - Resolution Approving a Liquor License for Aldi Inc. #15, 3379 Main Street, Class B Retail Alcohol License – effective November 7, 2026;
 - Appointment of Evan Printy to the Grand Theatre Commission, term to expire November 5, 2029;
 - Motion to pay bills and transfers listed in Register No.'s 5565-5567;
7. Consider resolution approving supplemental agreement for Airport Terminal Building Project.
8. Consider resolution approving MOU with Windstream Communications, LLC.
9. Consider resolution awarding a contract to W. L. Miller Company for North 4th Street from Franklin to Orleans Avenue Mill & Fill Project.
10. Consider resolution issuing a certificate of completion for the South 18th Street reconstruction project.
11. Consider resolution approving efforts for release of Federal Interest in the RBEG Revolving Loan Fund.
12. Consider resolution approving release of agreement and mortgage and covenant of use.
13. Council Liaison Reports:
14. Staff Reports:
15. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
September 17, 2026
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on September 17, 2026, at 501 Main Street. Mayor Mark Smidt called the meeting to order at 5:30 p.m. There were six council members present, three absent. Tyler Walker, Kathie Mahoney, Doug Matlick, Devon Dade (entered at 5:41 p.m.), Michael Greenwald, and Roger Bryant were present. Todd Marshall, Steve Andrews, and Matt VanBerkum were absent. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, and Police Chief Zeth Baum.

MAYOR'S REPORT: Mayor Smidt read a Proclamation declaring the month of October 2026 Domestic Violence Awareness Month. Mollie McKibben, development coordinator, and Hannah Lynch with DVIP/RVAP informed of services they provide and upcoming events.

Motion made by Greenwald, second by Mahoney to approve the agenda, including the consent agenda. (6) AYES, (0) NAYS. Motion carried.

- Minutes of the Civil Service meeting of September 1, 2026, and the Certified List for Keokuk Police Department;
- Minutes of the Regular Council meeting of September 3, 2026;
- Minutes of the Civil Service meeting of September 9, 2026, and the Certified List for Keokuk Fire Department;
- Cash Receipts & Treasurer's Report for August 2026;
- **RESOLUTION NO. 173-2026:** Approving a Liquor License for Dollar General #2385, 300 Main Street, Class B Retail Alcohol License – effective September 21, 2026;
- **RESOLUTION NO. 174-2026:** Approving a Liquor License for American Legion, Keokuk Post #41, 727 Main Street, Class C Retail Alcohol License – effective September 28, 2026;
- Motion to pay bills and transfers listed in Register No.'s 5562-5564;

Motion made by Bryant, second by Walker to approve the following proposed **RESOLUTION NO. 175-2026:** "A RESOLUTION APPROVING THE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2026." (6) AYES, (0) NAYS. Motion carried.

Motion made by Matlick, second by Dade to approve the following proposed **RESOLUTION NO. 176-2026:** "A RESOLUTION APPROVING MASTER AGREEMENT FOR PROFESSIONAL SERVICES INCLUDING TASK ORDER 1 REGULATORY SUPPORT SERVICES WITH HDR ENGINEERING, INC. FOR WASTEWATER REGULATORY COMPLIANCE." (6) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Mahoney to approve the following proposed **RESOLUTION NO. 177-2026:** "A RESOLUTION ACCEPTING THE RETURN OF PROPERTY LOCATED AT 604 GRAND AVENUE, KEOKUK, IOWA." (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Walker to approve the following proposed **RESOLUTION NO. 178-2026:** "A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH IOWA ECONOMIC DEVELOPMENT AUTHORITY NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION FUND." (6) AYES, (0) NAYS. Motion carried.

COUNCIL LIAISON REPORTS: Mahoney thanked and recognized first responders for the quick response and service related to the accident on bridge earlier in the day. Greenwald informed a public safety meeting will take place in October.

STAFF REPORTS: Baum informed the Council that Trick-or-Treat will be held on October 31, 2026, from 5:00 p.m. to 7:00 p.m. and that the First Stop location will remain the same as in prior years on Grand Avenue. Carroll reported that South 10th Street is now complete and open and that Phases 1 and 2 of the Bel Air project are complete. He noted that completion of the remaining work may need to be pushed into spring 2027. Carroll also provided an update on the Public Safety Building roof and informed the Council that a Public Works Committee meeting will be scheduled soon. Broomhall provided an update on new Project Coordinator Rachel Welker. Ferneau reminded the Council of the goal-setting session scheduled for September 26 from 8:00 a.m. to 12:00 p.m. and provided reminders regarding the upcoming Data Center meetings.

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS F RETAIL ALCOHOL LICENSE FOR
SOUTHSIDE BOAT CLUB, 625 MISSISSIPPI RIVER DRIVE**

WHEREAS, Application has been made by Southside Boat Club, for a Class F Retail Alcohol License with Outdoor Service for Southside Boat Club, 625 Mississippi River Drive; **AND**

WHEREAS, Iowa Code Chapter 123 and Section 4.16.030 of the Keokuk Municipal Code require that the City Council conduct a formal investigation into the good moral character of the applicant; **AND**

WHEREAS, such an investigation has been conducted.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF KEOKUK, IOWA:**

THAT, Southside Boat Club has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class F Retail Alcohol License with Outdoor Service for Southside Boat Club, 625 Mississippi River Drive, effective October 31, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 1st day of October 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING A LIQUOR LICENSE FOR ALDI, INC. #15
3379 MAIN STREET**

WHEREAS, Application has been made by Aldi, Inc., for a Class B Retail Alcohol License for Aldi, Inc. #15, 3379 Main Street; **AND**

WHEREAS, Iowa Code Chapter 123 and Section 4.16.030 of the Keokuk Municipal Code require that the City Council conduct a formal investigation into the good moral character of the applicant; **AND**

WHEREAS, such an investigation has been conducted.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:

THAT, Aldi, Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class B Retail Alcohol License for Aldi, Inc. #15, 3379 Main Street, effective November 7, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 1st day of October 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF OCTOBER 1, 2026.

REGISTER NO. 5565

AMI PIPE & SUPPLY	PARTS/SUPPLIES WWTP	\$ 216.55
JIM BAIER, INC	PARTS	\$ 329.25
RIVER CITY PARTS, INC.	PARTS	\$ 96.83
ACCESS SYSTEMS	SERVICE	\$ 225.00
KONE INC.	LABOR/EXPENSE/MATERIAL EXCHNGE	\$ 1,747.44
S. J. SMITH WELDING SUPPLY	INDUSTRIAL GAS WPC DEPT.	\$ 24.18
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 2,707.00
TASKE FORCE, INC.	SERVICE	\$ 4,589.25
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 139.96
ALLIANT	SERVICE	\$ 17,600.66
THE CARDBOARD BOX	UPS CHARGES WWTP	\$ 161.85
HACH COMPANY	WPC LAB SUPPLIES	\$ 75.59
CENTURY LINK	SERVICE KPD & KFD	\$ 275.15
GREAT RIVER REGIONAL WASTE	SERVICE	\$ 10,475.10
MEYERS PLUMBING	MATERIAL/LABOR	\$ 1,233.87
SHOEMAKER & HAALAND	ENGINEERING SERVICES	\$ 2,072.23
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION THRU AUG2026	\$ 1,160.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 262.06
KEOKUK CONTRACTORS, INC	CONTRACT WORK @ WWTP	\$ 1,025.00
HY-VEE, INC.	SUPPLIES	\$ 784.03
TRI-STATE WINDOW & POOL, INC	LIQUID CHLORINE/DEPOSIT WWTP	\$ 327.00
PER MAR SECURITY SERVICES	SERVICE	\$ 680.22
NORTH CENTRAL LABORATORIES	LAB SUPPLIES WRRF	\$ 363.97
KNAPHEIDE TRUCK EQ CENTER	RUBBER BED MAT STREET DEPT.	\$ 169.90
NIEMANN FOODS, INC./ACE	PARTS/SUPPLIES	\$ 315.41
ELLIOTT EQUIPMENT CO.	PARTS/FREIGHT SANITATION DEPT.	\$ 1,326.96
FASTENAL COMPANY	PARTS/SUPPLIES WWTP	\$ 243.78
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$ (470.20)
DES MOINES STAMP MANUFACTURING	NOTARY STAMP	\$ 55.00
STANLEY CONSULTANTS INC.	PROFESSIONAL SERVICES WPC	\$ 69.88
ANDREW WHITAKER	TRAVEL PER DIEM LUNCH DES MOINES	\$ 22.00
LCL FARMS INC.	BIO SOLID SPREADING SEPT.2026	\$ 6,695.00
GRAINGER	PARTS WWTP	\$ 370.56
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$ 43.81
THE J.P. COOKE CO.	PARTS/SUPPLIES ANIMAL SERVICES	\$ 289.26
STACEY J. HAWKINS	326 FULTON TREE SERVICES	\$ 500.00
SCHUMACHER ELEVATOR COMPANY	QUTRLY ELEVATOR MAINT. LIBRARY	\$ 487.98
PAT THOMPSON	2 PLAQUES	\$ 175.00
RAILROAD MANAGEMENT COMPANY	SEWER PIPELINE LICENSE FEES	\$ 458.76
LEE COUNTY TREASURER	14 FILING FEE SPECIAL ASSESSMT	\$ 70.00

REGISTER NO. 5566

BRITE-WAY WINDOW SERVICE	SERVICE CITY HALL/LIBRARY	\$ 230.00
BRETT DAVIS	TRAVEL PER DIEM LUNCH DES MOINES	\$ 22.00
CARD SERVICES	KEOKUK PUBLIC LIBRARY	\$ 9.69
D.I.A.L.ELEVATOR SAFETY BUREAU	PERMIT#11511 PUBLIC LIBRARY	\$ 175.00
WEST CENTRAL FS INC.	BULK DIESEL	\$ 38,479.34
KLINGNER & ASSOCIATES, P.C.	PUBLIC SAFETY ROOF REPLACEMENT	\$ 6,014.50
ANC PEST SOLUTIONS INC.	SERVICE KEOKUK PUBLIC LIBRARY	\$ 150.00
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 61.24
LIBERTY UTILITY IOWA	SERVICE	\$ 1,107.27
DOUG SEABOLD	TOOL ALLOWANCE FY2026-2027	\$ 64.20
INTERSTATE BILLING SERVICE,INC	CREDIT ON ACCOUNT	\$ (9.69)
ARMSTRONG TRACTOR LLC	PARTS	\$ 2,232.00
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 70.09
GPM ENVIRONMENTAL SOLUTIONS	PARTS/SUPPLIES WWTP	\$ 14,036.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$ 1,958.83
SOUTHEAST IOWA GARAGE DOOR	SERVICE CALL/CARD READER AIRPORT	\$ 2,146.00
JORDAN BARNES	MOVE K9 DOG HOUSE	\$ 250.00
AGRINEED, INC.	5GAL LOVOL6 2X4D ESTER AIRPORT	\$ 219.60
QUINCY MEDICAL GROUP	SERVICE	\$ 577.46
KUCKELMAN LAW OFFICE, P.C. AND	SERVICE	\$ 350.00
DOORS-N-MORE INC	COMM.STEEL INSUL.DOOR @ GRAND	\$ 6,129.50
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 120.00
JOHNSON CONTROLS FIRE	ANNUAL BILLING PUBLIC LIBRARY	\$ 1,096.40
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
PET WASTE ELIMINATOR	CASHE 25 HEADER CARDS	\$ 90.00
NEWBERRY LANDSCAPING LLC	NUISANCE MOWINGS	\$ 720.00
DINGES FIRE COMPANY	KEOKUK FIRE DEPT.	\$ 16,619.49
NORRIS ASPHALT PAVING	1/2' SURFACE STREET DEPT.	\$ 1,595.88
QTPOD	KEOKUK MUNICIPAL AIRPORT	\$ 21,876.85
TRI-STATE HEATING & ELECTRIC	NUISANCE MOWINGS	\$ 480.00
POWER SERVICES COMPANY LLC	LIFT STATIONS	\$ 4,233.71
VERTICAL COMMUNICATIONS INC.	LIQUID CHLORINE/DEPOSIT WWTP	\$ 270.60
NAPA AUTO PARTS	PARTS	\$ 425.90
PIERCE FENCE	SERVICES KEOKUK LEVEE FLDCONTL	\$ 13,998.00
BEN WYATT	REIMB.FIRE TRAINING BUREAU	\$ 54.26
GINA DEAN	SERVICE/MATERIAL KPD PAINTING	\$ 775.00
DIRECT ANIMAL PRODUCTS	STAINLESS STEEL KENNEL DOOR	\$ 3,515.00
MIDWEST FABRICATION & WELDING	POWER UNIT/SERVICE CALL AIRPRT	\$ 6,881.90
WALKER OUTDOOR SERVICES	CRANE ASSIST TREE REMOVAL/RENT	\$ 12,330.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$ 325.00
ELITE LAWN AND LANDSCAPE LLC	NUISANCE CLEANUPS	\$ 5,620.00
ACCESS SYSTEMS LEASING	SERVICE PUBLIC LIBRARY	\$ 194.77
CENGAGE LEARNING INC./GALE	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 122.01

REGISTER NO. 5567

BOLTON & MENK, INC.	KEOKUK/TIMEA ST ASPHALT RESURF	\$ 90,337.50
MICHELLE MORTIMER	GRAND THEATRE MANAGER FEE	\$ 400.00
ACCESS SYSTEMS LEASING	COPIER AGREEMENT KPD	\$ 273.71
IMON COMMUNICATIONS, LLC	SERVICE KEOKUK PUBLIC LIBRARY	\$ 296.60
PAXTON HARMON	PLAQUE WORK PARKS DEPT.	\$ 600.00
ASPELMEIER FISCH POWER ENGBER	LEGAL SERVICES	\$ 90.00
SHADE TREE SERVICE CO.	2016 FORD REAR GLASS REPLACEMT	\$ 353.22
DBT TRANSPORTATION SERVICES	DRIVE SATA HARD MUN.AIRPORT	\$ 540.79
		\$ 316,504.91



COUNCIL ACTION FORM

Date: October 1, 2026

Presented By: Brian Carroll, PWD

Subject: Supplemental Agreement – Airport Terminal Building Project Agenda Item: 7

Description:

McClure Engineering Co. originally provided Task Order No. 1, dated 12/19/2024, for the design and interior rehabilitation of the existing airport terminal building. During the evaluation and design process, the condition of the existing structure was determined to be unsuitable for rehabilitation. As a result, the project scope was revised to include the complete demolition of the existing terminal building and foundation and construction of a new terminal building from the ground up.

The revised project scope requires additional engineering and administrative services. These services include design modifications, environmental clearance, additional inspections and site visits, construction coordination and administration, and project closeout activities associated with the additional supplemental grant funding.

The Supplemental Agreement provides compensation for the additional services as follows:

Part I: \$3,750.00 – Lump Sum

Part II: \$5,745.00 – Payroll, overhead, fixed fee, reimbursable expenses, and applicable sub-consultant costs

Part III: \$1,985.00 – Lump Sum

TOTAL SUPPLEMENTAL AGREEMENT: \$11,480.00

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 305-750-6490 Title: CAP PROJECTS-AIRPORT

Amount Budgeted: \$864,000

Actual Cost: \$11,480

Under/Over: _____

Funding Sources:

Departments:

Airport

Is this item in the CIP? YES ☒ NO ☐ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT FOR AIRPORT TERMINAL BUILDING PROJECT

WHEREAS, McClure Engineering Co. originally provided Task Order No. 1, dated 12/19/2024, for the design and interior rehabilitation of the existing airport terminal building; and

WHEREAS, during the evaluation and design process, the condition of the existing structure was determined to be unsuitable for rehabilitation; and

WHEREAS, as a result, the project scope was revised to include the complete demolition of the existing terminal building and foundation and construction of a new terminal building from the ground up; and

WHEREAS, the revised project scope requires additional engineering and administrative services. These services include design modifications, environmental clearance, additional inspections and site visits, construction coordination and administration, and project closeout activities associated with the additional supplemental grant funding; and

WHEREAS, the Supplemental Agreement provides compensation for the additional services as follows: Part I: \$3,750.00 – Lump Sum, Part II: \$5,745.00 – Payroll, overhead, fixed fee, reimbursable expenses, and applicable sub-consultant costs, Part III: \$1,985.00 – for a total of \$11,480.

NOW THEREFORE LET IT BE HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the supplemental agreement is hereby approved for a total amount of \$11,480.

Passed this 1st day of October 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui

Project No.: 2024001925-000
Project Name: Renovate Terminal Building
Keokuk Municipal Airport
Project Manager: Adam J. Thompson

**SUPPLEMENTAL AGREEMENT NO. 1
TO ORIGINAL AGREEMENT
AGREEMENT FOR ENGINEERING SERVICES
KEOKUK MUNICIPAL AIRPORT, KEOKUK, IOWA
RENOVATE TERMINAL BUILDING
FAA BIL-AIG-2025 No. 3-19-0050-028-2026**

This **SUPPLEMENTAL AGREEMENT NO. 1**, made on the 18th day of June, 2026, under the terms and conditions established in the **ORIGINAL AGREEMENT**, dated the 19th day of December, 2024, by and between **McClure Engineering Company, of Clive, Iowa** (herein referred to as "**Consultant**") and the **City of Keokuk, Iowa**, (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this **Supplemental Agreement No. 1**. The **Consultant** shall modify services at the request of the **Owner** which consists of the following items outlined below, located at the **Keokuk Municipal Airport**.

PROJECT DESCRIPTION:

The scope of Task Order No. 1 was to design the interior rehabilitation of the existing terminal building. However, due to the condition of the existing structure, it was determined that the building and foundation needed to be completely demolished and reconstructed from the ground up. The purpose of this Supplemental Agreement is to compensate for the additional engineering and administrative services required to support the revised project scope. These services include coordinating design modifications, obtaining environmental clearance, conducting inspections and site visits, managing construction-related coordination, and completing the closeout activities associated with the additional supplemental grant.

1. The **Consultant** shall provide the additional following services and prepare, for approval by the **Owner**, Plans and additional Construction Documents, including:

Part I: Design and Bidding Services

Item	Included	Not Included
200.05 Existing Conditions		
1. Data Gathering/Inventory		X
2. Existing Condition Drawings		X
3. Testing for Asbestos in Terminal to be Removed (Asbestos Mitigation not included)		X
4. Storm Sewer Televising		X
5. Geographical Information Systems		X
6. Coordinate Environmental CATEX	X	
7. Airspace Obstruction Survey		X
850.05 Project Management and Coordination		
1. Continual Communication/Coordination with FAA, Owner and Airport (phone, email, letters) (assume 3 months)	X	
2. Provide updates on project schedule (assume 3 months)		
• Monthly correspondence with FAA Engineer	X	
3. Maintain documentation of pertinent correspondence (email, letters, telephone logs)	X	
4. Perform business and contract administration (assume 3 months)	X	
5. Conduct design review meetings		
• Options Review, Design Review, Final Review (3 meeting)	X	
6. Coordination between contractor	X	

Part II: Construction Administration/Observation Services

600.05 Construction Administration		
1. Schedule, Coordinate, and Conduct Pre-Construction Conference at Owner's location. Prepare agenda/minutes	X	
2. Provide general administration of construction contract as Owner's representative. (assume 2 months)	X	
3. Visit site of construction at appropriate stages of construction to observe Contractor's work. (assume 4 site visits)	X	
4. Issue Interpretations, Clarifications, and Requests for Information (RFI)	X	
5. Confirm material compliance with Buy American contract provisions and note BA compliance in the Shop Drawing Log	X	
6. Monitor Contractor's compliance with TSB, DBE and/or EEO requirements	X	
7. Review certified payrolls for prevailing wage rates.	X	
8. Monitor completion of punchlist items. Prepare and maintain log of punchlist	X	
9. Draft Statement of Completion/Acceptance Form and Contractor Evaluation Form	X	
650.05 Resident Project Representative		
1. Provide a Resident Project Representative to be on-site during construction as follows (4 inspections, 6 hour per inspection)	X	

Part III: Project Closeout Services

Item	Included	Not Included
800.05 Project Closeout (Grant 3-19-0050-028-2026)		
1. Prepare Final Construction Closeout Report		
• Closeout Report Narrative	X	
• Final SF-271	X	
• Final SF-425	X	
• Compile Copy of Engineering Invoices, Administrative Costs	X	
• Prepare Letter of Transmittal to FAA	X	
2. Prepare Record Drawings	X	
3. As-built Airport Layout Plan (ALP) Sheets		X
4. Airport Part 139 Sign Plan Update		X
5. Airport Master Record Update		X
6. Airport Diagram Update		X
7. Airport GIS As-Built Data Collection		X

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

Section 3.1: Basis of Compensation - Part I: Design and Bidding Services

3.1.1

For performing the Services identified within Part I, the Owner shall pay the Consultant a lump sum amount in accordance with the following: **\$ 3,750.00**

Section 3.2: Basis of Compensation - Part II: Construction Administration/Observation Services

3.2.1 For performing the Services identified within **Part II**, the Owner shall pay the Consultant an amount of payroll plus an overhead of **195.99%** for all office principals and employees engaged directly in the Services, plus a fixed fee, plus Reimbursable Expenses as further defined below and subconsultants (if any). The total compensation for **Part II** is based on the following estimate of costs:

Direct Payroll	\$1,579
Overhead (195.99%)	\$3,096
Fixed Fee (15%)	\$701
Reimbursable Expenses	\$368
Total Not to Exceed Amount	\$5,745

Section 3.3: Basis of Compensation - Part III: Project Closeout Services

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

Item	Description	Lump Sum	\$	
☒ 800.05	Project Closeout			1,985
TOTAL Part III:			\$	1,985

3.3.2 The **Owner** shall pay the **Consultant** a lump sum amount for performing the Services identified within **Part III** of the Scope of Services.

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

Total Compensation (Part 1, 2, 3)	TOTAL	\$	11,480
-----------------------------------	--------------	-----------	---------------

3.3.4 Although the **Consultant** recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate and 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 3.4: Additional Services

- 3.4.1 Any services rendered by the **Consultant** beyond those described in **Part I, II, and III** shall be compensated on the following basis: In the event additional services are required beyond the outlined scope in **Section 2**, the **Owner** shall compensate the Engineer on a time and materials basis, including an overhead rate of **195.99%** for all office principals and employees engaged directly in the services, plus **15%** fixed fee based on loaded labor costs, plus expenses for all costs associated with providing construction services beyond the respective contract length.
- 3.4.2 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 3.5: Other Payment Provisions

- 3.5.1 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.
- 3.5.2 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. This **Supplemental Agreement No. 1** may be amended only by written instrument by both 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 of Resident Project Representative (RPR)		X
Exhibit 'G' Project Exhibit / Survey Exhibit		X
Exhibit 'H' Preliminary Opinion of Probable Costs		X
Exhibit 'I' Federal Provisions	X	
Exhibit 'J' Estimated Cost of Consultant Services	X	

SPECIAL INSTRUCTIONS:

Asbestos testing is not included. Airport shall contract directly with asbestos testing company if necessary. Additional scope and fee will be necessary.

OWNER: City of Keokuk
Keokuk, Iowa

CONSULTANT: McClure
Clive, Iowa

By: _____

By:  _____

Name: _____

Name: Adam J. Thompson

Title: _____

Title: Team Leader

Date: _____

Date: 6/5/2026

EXHIBIT C

McCLURE ENGINEERING COMPANY

SCOPE OF WORK

RENOVATE TERMINAL BUILDING

BACKGROUND:

The scope of Task Order No. 1 was to design the interior rehabilitation of the existing terminal building. However, due to the condition of the existing structure, it was determined that the building and foundation needed to be completely demolished and reconstructed from the ground up. The purpose of this Supplemental Agreement is to compensate for the additional engineering and administrative services required to support the revised project scope. These services include coordinating design modifications, obtaining environmental clearance, conducting inspections and site visits, managing construction-related coordination, and completing the closeout activities associated with the additional supplemental grant.

Part I: Engineering Design Bidding Services

Existing Conditions:

1. Coordinate Environmental CATEX – Coordinate and provide necessary information and documentation to obtain CATEX

Project Management and Coordination:

1. Continual Communication/Coordination with FAA, Owner and Airport (phone, email, letters) (assume 3 months)
2. Provide updates on project schedule (assume 3 months)
3. Maintain documentation of pertinent correspondence (email, letters, telephone logs)
4. Perform business and contract administration (assume 3 months)
5. Conduct design review meetings (Options Review, Design Review, Final Review)
6. Coordination between contractor

Part II: Construction Services

Construction Administration Phase:

1. Schedule, Coordinate, and Conduct Pre-Construction Conference at Owner's location. Prepare agenda/minutes
2. Provide general administration of construction contract as Owner's representative. (assume 2 additional months)
3. Visit site of construction at appropriate stages of construction to observe Contractor's work. (assume 4 additional site visits)
4. Issue Interpretations, Clarifications, and Requests for Information (RFI)
5. Confirm material compliance with Buy American contract provisions and note BA compliance in the Shop Drawing Log
6. Monitor Contractor's compliance with TSB, DBE and/or EEO requirements
7. Review certified payrolls for prevailing wage rates.
8. Monitor completion of punchlist items. Prepare and maintain log of punchlist
9. Draft Statement of Completion/Acceptance Form and Contractor Evaluation Form

Resident Project Representative:

1. Provide Resident Project Representatives (RPR) to be on-site as follows:
 - a. 4 additional inspections, estimated at 6 hours each (includes travel time), total 24 hours

Part III: Project Closeout Services

Project Closeout:

1. Prepare Final AIP Grant Closeout Report. This phase shall be for the completion and submission of the Grant Closeout Report for the additional grant identified as grant number 3-19-0050-028-2026 in accordance with the FAA AIP Sponsor Guide Section 1600, Grant Closeout.

EXHIBIT I

McCLURE ENGINEERING COMPANY
FEDERAL PROVISIONS
REHABILITATE TERMINAL BUILDING



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

ACCESS TO RECORDS AND REPORTS.....	3
CIVIL RIGHTS – GENERAL.....	3
CIVIL RIGHTS – TITLE VI ASSURANCE.....	3
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	6
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)	6
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	6
RIGHT TO INVENTIONS.....	6
SEISMIC SAFETY.....	7
TAX DELINQUENCY AND FELONY CONVICTIONS	7
TRADE RESTRICTION CERTIFICATION	7
VETERAN’S PREFERENCE	8
PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)	9

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT	9
-------------------------------	---

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$15,000

DISTRACTED DRIVING	11
--------------------------	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION.....	11
-------------------------------	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.....	12
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....	13

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL	13
---	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$350,000

BREACH OF CONTRACT TERMS	14
--------------------------------	----

PROVISIONS APPLICABLE TO CONTRACTS CUMULATIVELY EXCEEDING \$250,000 IN ONE YEAR

DISADVANTAGED BUSINESS ENTERPRISE	14
---	----

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, creed, sex, 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 ASSURANCE

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be

considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

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) including amendments thereto;
- 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;
- 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, creed, sex, 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 including amendments thereto.
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 (P.L. 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 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 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.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Reference: FAA Reauthorization Act of 204 (Public Law 118-63), Section 936
49 USC § 44801 note

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

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 \$15,000

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 \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

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)
29 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 31 U.S.C. § 1352. 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 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 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 \$350,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR Part 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.

PROVISIONS APPLICABLE TO CONTRACTS CUMULATIVELY EXCEEDING \$250,000 IN ONE YEAR

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26
49 USC § 47113

Solicitation Language (Solicitations with a DBE 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 including any amendments thereto. 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 including any amendments thereto. 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 requirements for negotiated procurement

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for Design-Build projects

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in [paragraph \(b\)](#) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.*, replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto 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, including any amendments thereto, 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 pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

This Page Intentionally Left Blank

Exhibit J
SUPPLEMENTAL AGREEMENT NO. 1
RENOVATE TERMINAL BUILDING
KEOKUK MUNICIPAL AIRPORT, KEOKUK, IOWA

Part I: Design and Bidding Services

1. Direct Salary Costs

Title	Hours	% Total	Hourly Rate*	Cost
Principal in Charge	0.0	0.0%	\$ 84.94	\$ -
Project Manager II	12.0	75.0%	\$ 70.78	\$ 849.36
Engineer I	4.0	25.0%	\$ 36.80	\$ 147.20
Senior Engineer	0.0	0.0%	\$ 62.29	\$ -
Engineering Technician II	0.0	0.0%	\$ 33.97	\$ -
Project Coordinator	0.0	0.0%	\$ 33.97	\$ -
Survey Crew Chief/PLS	0.0	0.0%	\$ 52.38	\$ -
Survey Crew (2-Person)	0.0	0.0%	\$ 62.29	\$ -

**Hourly, not Loaded Rate*

Weighted Average Rate = \$ 62.29

Total Hours 16 **Direct Salary Cost** \$ 996.56

Total Number of Sheets Anticipated 47

Percentage of Direct Salary Costs 195.99% **In-Direct Salary Cost** \$ 1,953.16

Effective Multiplier 3.40 **Total Salary & OH Cost** \$ 2,949.72

Percent of Salary Cost 15.00% **Profit** \$ 442.46

2. Total Labor, Overhead, and Fixed Payment

Total Labor Cost \$ 3,392.18

3. Direct Expenses

Printing 8.5 x 11	0	pages	\$ 0.10	\$ -
Printing 11 x 17	0	pages	\$ 0.20	\$ -
Reports	0	reports	\$ 50.00	\$ -
Postage/Shipping	0	mailings	\$ 20.00	\$ -
Vehicle Mileage	500	miles	\$ 0.655	\$ 327.50
Rental Car	0	days	\$ 100.00	\$ -
Lodging	0	nights	\$ 96.00	\$ -
Meals	3	meals	\$ 10.00	\$ 30.00
Total Expenses				<u><u>\$ 358.00</u></u>

4. Subconsultant Costs

- 1.
- 2.

Total Subconsultant Costs \$ -

Items 4, 5, plus 6 \$ 3,750.18

5. Total Costs (Part I)

ROUNDED \$ 3,750.00

Exhibit J

SUPPLEMENTAL AGREEMENT NO. 1 RENOVATE TERMINAL BUILDING KEOKUK MUNICIPAL AIRPORT, KEOKUK, IOWA

Part II: Construction Administration/Observation Services

1. Direct Salary Costs

Title	Hours	% Total	Hourly Rate*	Cost
Project Manager II	6	18.8%	\$ 70.78	\$ 424.68
Engineer I	0	0.0%	\$ 36.80	\$ -
Senior Engineer	0	0.0%	\$ 62.29	\$ -
Project Coordinator	2	6.3%	\$ 33.97	\$ 67.94
Sr. Resident Project Representative	24	75.0%	\$ 45.30	\$ 1,087.20
Survey Crew Chief/PLS	0	0.0%	\$ 62.29	\$ -
<i>*Hourly, not Loaded Rate</i>		Weighted Average Rate = \$ 49.37		

Total Hours 32 **Direct Salary Cost** \$ 1,579.82

Percentage of Direct Salary Costs 195.99% **In-Direct Salary Cost** \$ 3,096.29

Effective Multiplier 3.40 **Total Salary & OH Cost** \$ 4,676.11

Percent of Salary Cost 15.00% **Fixed Fee** \$ 701.42

2. Total Labor, Overhead, and Fixed Payment

Total Labor Cost \$ 5,377.53

3. Direct Expenses

Printing 8.5 x 11	0	pages	\$ 0.10	\$ -
Printing 11 x 17	0	pages	\$ 0.20	\$ -
Reports	0	reports	\$ 50.00	\$ -
Postage/Shipping	0	mailings	\$ 20.00	\$ -
Vehicle Mileage	500	miles	\$ 0.655	\$ 327.50
Rental Car	0	days	\$ 100.00	\$ -
Lodging	0	nights	\$ 96.00	\$ -
Meals	4	meals	\$ 10.00	\$ 40.00
Total Expenses				<u><u>\$ 368.00</u></u>

4. Subconsultant Costs

1.

Total Subconsultant Costs \$ -

Items 4, 5, plus 6 \$ 5,745.53

5. Total Costs (Part II)

ROUNDED \$ 5,745.00

Exhibit J
SUPPLEMENTAL AGREEMENT NO. 1
RENOVATE TERMINAL BUILDING
KEOKUK MUNICIPAL AIRPORT, KEOKUK, IOWA

Part III: Project Closeout Services

1. Direct Salary Costs

Title	Hours	% Total	Hourly Rate*	Cost
Project Manager II	2	14.3%	\$ 70.78	\$ 141.56
Engineer I	12	85.7%	\$ 36.80	\$ 441.60
Senior Engineer	0	0.0%	\$ 62.29	\$ -
Engineering Technician II	0	0.0%	\$ 33.97	\$ -
Project Coordinator	0	0.0%	\$ 33.97	\$ -
Sr. Resident Project Representative	0	0.0%	\$ 62.29	\$ -
<i>*Hourly, not Loaded Rate</i>		Weighted Average Rate = \$ 41.65		

Total Hours	14	Direct Salary Cost	\$ 583.16
Percentage of Direct Salary Costs	195.99%	In-Direct Salary Cost	\$ 1,142.93
Effective Multiplier	3.40	Total Salary & OH Cost	\$ 1,726.09
Percent of Salary Cost	15.00%	Profit	\$ 258.91

2. Total Labor, Overhead, and Fixed Payment **Total Labor Cost** \$ 1,985.00

3. Direct Expenses

Printing 8.5 x 11	0	pages	\$ 0.10	\$ -
Printing 11 x 17	0	pages	\$ 0.20	\$ -
Reports	0	reports	\$ 50.00	\$ -
Postage/Shipping	0	mailings	\$ 20.00	\$ -
Vehicle Mileage	0	miles	\$ 0.655	\$ -
Rental Car	0	days	\$ 100.00	\$ -
Lodging	0	nights	\$ 96.00	\$ -
Meals	0	meals	\$ 10.00	\$ -
Total Expenses				<u><u>\$ -</u></u>

4. Subconsultant Costs

Total Subconsultant Costs **\$ -**

Items 4, 5, plus 6 **\$ 1,985.00**

5. Total Costs (Part III) **ROUNDED** \$ 1,985.00



COUNCIL ACTION FORM

Date: October 1, 2026

Presented By: Brian Carroll, PWD

Subject: Windstream Communications MOU Agenda Item: 8

Description:

Windstream Communications, LLC is installing a community-wide fiber network that requires all areas of underground installation to be located. A Memorandum of Understanding (MOU) agreement between the City of Keokuk and Windstream Communications, LLC is required for the City to perform all locating services.

Staff would therefore recommend that the Mayor be authorized to sign an MOU with Windstream Communications, LLC.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Grand Theater

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING MOU WITH
WINDSTREAM COMMUNICATIONS, LLC**

WHEREAS, Windstream Communications, LLC is installing a community-wide fiber network that requires all areas of underground installation to be located; and

WHEREAS, A Memorandum of Understanding (MOU) agreement between the City of Keokuk and Windstream Communications, LLC, is required for the City to perform all locating services.

NOW THEREFORE LET IT BE HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Mayor be hereby authorized to sign the Memorandum of Understanding (MOU) with Windstream Communications, LLC.

Passed this 1st day of October 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui

MEMORANDUM OF UNDERSTANDING

Between

The City of Keokuk, Iowa

501 Main Street
Keokuk, IA 52632

And

Windstream Communications, LLC

4005 North Rodney Parham Road
Little Rock, AR 72212

Effective Date: October 2, 2026

1. Purpose

This Memorandum of Understanding ("MOU") establishes an agreement between the City of Keokuk, Iowa ("City") and **Windstream Communications, LLC** regarding utility locating services provided by the City to **Windstream Communications, LLC** for underground utility infrastructure. **Windstream Communications, LLC** is installing a community-wide fiber network that requires all areas of underground installation to be located.

2. Scope of Services

The City agrees to provide locating services for underground infrastructure owned by the City of Keokuk within the jurisdiction of Keokuk, Iowa. These services will be conducted as requested by **Windstream Communications, LLC** in accordance with applicable laws and industry standards.

3. Compensation

Windstream Communications, LLC agrees to compensate the City at a rate of **Fifty Dollars (\$50.00)** per hour for locating services provided under this MOU. The City agrees to not exceed 40 hours per week during the estimated timeframe of the installation. The estimated timeframe has a total potential cost but will not exceed **\$53,200** unless the timeframe is extended. The City will invoice **Windstream Communications, LLC** monthly for services rendered. Payment shall be due within thirty (30) days of the invoice date.

4. Term and Termination

This MOU shall commence on the Effective Date of October 2, 2026 and remain in effect until **Windstream Communications, LLC** installation is completed or terminated by either party with thirty (30) days' written notice. Termination shall not affect any outstanding payment obligations incurred prior to termination.

5. Responsibilities of the Parties

- **City of Keokuk** shall provide locating services in a timely and professional manner, in accordance with standards set by the American Public Works Association and maintain accurate records of services performed. Permits will be issued in accordance with Chapter 12.08 of the Municipal Code. The city will waive all permitting fees associated with this project between the dates specified herein.
- **Windstream Communications, LLC** shall submit service requests in a clear and timely manner and ensure timely payment of invoices.

6. General Provisions

- This MOU is a non-binding agreement outlining the terms of collaboration and does not create any legally enforceable rights or obligations beyond those expressly stated herein.
- The parties acknowledge that this MOU does not establish an employer-employee relationship, joint venture, or partnership.
- Any disputes arising under this MOU shall be resolved through good faith negotiations between the parties.

7. Signatures

This MOU is entered into and effective as of the date first written above. By signing below, each party acknowledges and agrees to the terms set forth herein.

City of Keokuk, Iowa

By: _____
Name: Mark Smidt
Title: Mayor
Date: _____

Windstream Communications, LLC

By: Leanne Gingerich
Name: Leanne Gingerich
Title: Director - Engineering
Date: 09/22/26



COUNCIL ACTION FORM

Date: October 1, 2026

Presented By: Brian Carroll, PWD

Subject: N. 4th St. Franklin to Orleans Agenda Item: 9

Description:

The City of Keokuk Public Works/Street Department, at the direction of the Public Works Committee solicited quotes for a 3-inch mill and fill Hot Mix Asphalt (HMA) project on North 4th Street from Franklin Street to Orleans Avenue. One quote was received from W.L. Miller Company.

Staff recommends awarding the contract to W.L. Miller Company of Hamilton, IL in the amount of \$42,744.00

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 110-211-6799 Title: CAP IMPROV - ROADWAY MAINT

Amount Budgeted: \$300,000

Actual Cost: \$42,744

Under/Over: _____

Funding Sources:

RUT _____

Departments:

RUT _____

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDED A CONTRACT TO W.L. MILLER COMPANY
FOR NORTH 4TH STREET FROM FRANKLIN TO ORLEANS AVENUE
MILL & FILL PROJECT**

WHEREAS the City of Keokuk Public Works/Street Department, at the direction of the Public Works Committee solicited quotes for a 3-inch mill and fill Hot Mix Asphalt (HMA) project on North 4th Street from Franklin Street to Orleans Avenue; and

WHEREAS one quote was received from W.L. Miller Company of Hamilton, IL in the amount of \$42,744.00.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract be awarded to W.L. Miller Company of Hamilton, IL for the 4th Street Mill & Fill Project from Franklin Street to Orleans Avenue in the amount of \$42,744.00.

Passed this 1st day of October 2026.

Mayor –Mark Smidt

Attest – Celeste El Anfaoui



750 East County Road 1220
HAMILTON IL. 62341
PHONE 217-847-3316
FAX 217-847-3921

701 W. BREWINGTON AVE.
KIRKSVILLE MO. 63501
PHONE 660-665-3521
FAX 660-627-199

PROPOSAL

DATE: Sept. 9, 2026

From: Brandon Althide

Keokuk City Streets 2026

To: Brian Carroll

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES, SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON AS FOLLOWS.

* Mill and fill 3" on North 4th from Franklin to Orleans. Estimated 1096/SY @ \$39/SY

Total \$ 42,744.00

* Unit price applies*
* MOB & Tack Coat included*

WE PROPOSE HEREBY TO FURNISH MATERIAL COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. UNIT PRICE WILL APPLY.

NOTE: WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED
WITHIN ____30____ DAYS.

AUTHORIZED
SIGNATURE: _____

ACCEPTED: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE: _____ SIGNATURE: _____

A finance charge of 1 ½% per month will be made on past due accounts, which is an annual percentage rate of 18% applied to the previous balance. Net amount due 30 days after invoicing. All collection and attorney's fees will be added to past due accounts

Conditions:

Any alteration or deviation from specifications involving extra costs when executed only upon written orders from the owner, and will become an extra charge over and above the estimate. Owners to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

PLEASE SIGN AND RETURN COPY TO OR OFFICE RETAIN SECOND FOR YOUR RECORDS



COUNCIL ACTION FORM

Date: October 1, 2026

Presented By: B. Carroll, PWD

Subject: Certificate of Completion - South 18th Reconstruction Agenda Item: 10

Description:

The South18th Street Reconstruction Project was previously awarded to Jones Contracting. The work has been completed in accordance with the plans and specifications in the amount of \$3,453,730.24.

I would therefore recommend that the City Council consider the attached resolution accepting the Certificate of Completion for said project.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Review and Approve - the Certificate of Completion for the South 18th Reconstruction Project.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION ISSUING A CERTIFICATE OF COMPLETION FOR THE
SOUTH 18TH STREET RECONSTRUCTION PROJECT**

WHEREAS the South 18th Street Reconstruction Project has been successfully completed by Jones Contracting Company of West Point, IA in the amount of \$3,453,730.24

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Certificate of Completion for the South 18th Street Reconstruction Project is hereby accepted.

Passed this 1st day of October 2026

Mayor –Mark Smidt

Attest – Celeste El Anfaoui

CITY OF KEOKUK CERTIFICATE OF COMPLETION

South 18th Street Reconstruction Project

I hereby certify that the South 18th Street Reconstruction Project has been completed in accordance with the plans and specifications by Jones Contracting Company of West Point, IA, in the amount of \$3,453,730.24.

Certified this 1st day of October 2026 by Brian Carroll, Public Works Director.



COUNCIL ACTION FORM

Date: 10/1/26

Presented By: Jim Ferneau

Subject: Resolution to defederalize loan funds Agenda Item: 11

Description:

SEIRPC staff informed us that the Revolving Loan Fund that they administer on our behalf is eligible to be defederalized. The funds were originally received from USDA Rural Development's Rural Business Enterprise Grant (RBEG). These funds had usage requirements for how they were to be loaned out and administered, with ongoing reports of compliance required to be provided to USDA Rural Development. Based on the usage of these funds over the past twenty years, they are now eligible to release the ongoing reporting requirements, though there are still stipulations for how the funds are to be used moving forward. The action requested will eliminate our ongoing reporting requirements, but we will continue to use the Revolving Loan Funds in the same overall manner as previously, with SEIRPC continuing to manage the loan fund. We do pay SEIRPC for their loan fund administration.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: ---- _____

Funding Sources:

Departments:

Is this item in the CIP? YES ☐ NO ☒ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Recommend Approval.

Recommend Approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING EFFORTS FOR RELEASE OF FEDERAL
INTEREST IN THE RBEG REVOLVING LOAN FUND**

WHEREAS, the City of Keokuk, Iowa received federal funds through the USDA Rural Development's Rural Business Enterprise Grant (RBEG) Revolving Loan Fund (RLF); and

WHEREAS, Southeast Iowa Regional Planning Council (SEIRPC) has successfully managed the usage of this RLF fund over the past two decades, ensuring that we have met the requirements of the original RBEG grant; and

WHEREAS, these funds are eligible to be defederalized while continuing to be used for local economic development efforts.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that City and SEIRPC administration are hereby authorized to take all additional efforts necessary to request and process the defederalization of the RBEG Revolving Loan Fund.

PASSED, APPROVED, AND ADOPTED this 1st day of October 2026.

Mark Smidt – Mayor

ATTEST: _____
Celeste El Anfaoui- City Clerk

City of Keokuk
(Administered by Southeast Iowa Regional Planning Commission, SEIRPC)
501 Main Street
Keokuk, Iowa 52632

September 22, 2026

Rural Development Review Board
United States Department of Agriculture

RE: Request for Release of Federal Interest – RBEG Revolving Loan Fund

To Whom It May Concern:

On behalf of the Keokuk City Council, this letter serves as the Council's formal support in the request to release Rural Development's federal interest in the Rural Business Enterprise Grant (RBEG) Revolving Loan Fund (RLF) identified under award Borrower ID #213407823, for which final disbursement occurred more than seven years ago and for which the fund has successfully completed at least one full revolution.

The Council affirms that the City of Keokuk has satisfactorily operated the RLF in accordance with RBEG requirements and remains in good standing. Furthermore, the City Council formally commits that released RLF funds will continue to be used to support business development, job creation, and economic vitality in rural communities, consistent with the intent of the original RBEG RLF.

Therefore, the Council hereby authorizes and supports the City of Keokuk's request for release of USDA Rural Development's federal interest in the RLF award referenced above and affirms our commitment to responsible and mission-aligned use of these funds going forward. The City of Keokuk certifies that it has complied with all terms, conditions, program requirements, and federal regulations governing the RBEG Revolving Loan Fund award since its inception.

Please contact Zach James, Assistant Director with SEIRPC at zjames@seirpc.com, 319-753-4313 if any further information is required.

Respectfully submitted,

Mark Smidt
Mayor
City of Keokuk, Iowa

REQUESTED INFORMATION:**CONTACT INFORMATION:**

City of Keokuk

(Administered by Southeast Iowa Regional Planning Commission, SEIRPC)

501 Main Street

Keokuk, Iowa 52632

Zach James, Assistant Director, SEIRPC

211 N Gear Ave, Suite 100

West Burlington, Iowa 52655

zjames@seirpc.com

319-753-4313

RBEG AWARD INFORMATION:

Borrower ID: 213407823

Original RBEG Award: \$99,000.00

RLF Plan Approval Date: June 2, 2006

Letter of Conditions Date: August 22, 2006

Obligation Date: August 30, 2006

RLF LOAN INFORMATION:

12 Loans totaling **\$318,570.00**:

- Sno-Biz (9/22/2008) - \$25,000 – PAID IN FULL
- Hartt Apparel (11/10/2008) - \$22,000 – PAID IN FULL
- Ames Company, LLC (12/15/2008) - \$25,000 - \$21,064.30 LOSS WRITE OFF
- Little Black Dress (11/14/2009) - \$25,000 - \$18,204.68 LOSS WRITE OFF
- BHB Enterprises (2/11/2010) - \$15,400 – PAID IN FULL
- Kuckelman Properties, Inc. (5/15/2010) - \$25,000 – PAID IN FULL
- Broadcasting of Keokuk, Inc. (5/18/2016) - \$25,000 – PAID IN FULL
- Keokuk Mills, LLC (12/6/2016) - \$50,000 – CURRENT
- LJMG Properties, LLC (12/14/2018) - \$50,000 – CURRENT
- JoyStix (9/4/2019) - \$35,000 – CURRENT
- Freeze Dried USA (6/23/2022) - \$8,670 – CURRENT
- Rose Rehab and Performance, PLLC (4/10/2023) - \$12,500 - CURRENT

Current Value of the RLF account: \$155,853.25

See attached August 2026 Bank Statement of RLF Account and most recent Audit



COUNCIL ACTION FORM

Date: 10/1/26

Presented By: Jim Ferneau

Subject: Resolution to release EDA Mortgage Agenda Item: 12

Description:

We have worked through multiple steps in our effort to see the SID Center redeveloped for housing. One of the steps necessary has been in reaching an agreement with the Economic Development Administration to obtain a release from the limitations placed on the property usage to meet the terms of the original grant received in 2017. EDA has agreed to the release of all conditions placed on the facility moving forward, with the main final step being the repayment of \$69,294.50 of the original grant funds to the EDA. The developer has continued to receive positive news in regards to the project, with one funding stream remaining to receive an announcement on. Recommend approval of the resolution and taking all necessary steps to release the EDA Mortgage and Covenant of use.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 303-768-6413 Title: SID Center

Amount Budgeted: \$5,000.00

Actual Cost: \$69,294.50

Under/Over: ----

Funding Sources:

Departments:

Is this item in the CIP? YES ☐ NO ☒ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Recommend Approval.

Recommend Approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING RELEASE OF AGREEMENT AND
MORTGAGE AND COVENANT OF USE**

WHEREAS, the City of Keokuk, Iowa received financial assistance from the Economic Development Administration, United States Department of Commerce, (EDA) for the redevelopment of the Southeast Iowa Development (SID) Center; and

WHEREAS, the EDA placed specific stipulations on the eligible use of the property for a defined period of time that were incorporated into an Agreement and Mortgage which were recorded against the property; and

WHEREAS, the City desires to repurpose the future use of the SID Center to allow housing to use a portion or all of the property in the future, which necessitates receiving permission from the EDA; and

WHEREAS, EDA is amenable to approving and processing the requested release contingent upon receiving reimbursement for their proportional project share of the appraised building valuation.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a reimbursement check of \$69,294.50 is authorized to be paid to the Economic Development Administration, and all supporting documentation necessary to process payment and release of agreement and mortgage and covenant of use is approved to be signed by the Mayor.

PASSED, APPROVED, AND ADOPTED this 1st day of October 2026.

Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



United States Department of Commerce
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204

September 28, 2026

The Honorable Mark Smidt
Mayor
City of Keokuk
501 Main Street
Keokuk, IA 52632

RE: Request for release of EDA Agreement and Mortgage
EDA Project # 05-01-05867

Dear Mayor Smidt:

The Economic Development Administration (“EDA”) has received the City of Keokuk’s request for release of the Agreement and Mortgage for the above-referenced EDA grant. As discussed, in accordance with EDA’s regulations and the Agreement and Mortgage, because this release will occur before expiration of the project’s 15-year Useful Life, as determined by EDA, the City is required to compensate EDA for the Federal Share.

The Federal Share calculation is determined in accordance with 13 CFR § 314.5, which requires that EDA be repaid “that portion of the current fair market value of any Project Property attributable to EDA’s participation in the Project.” In accordance with the regulation, EDA relies on a current certified appraisal of the project property prepared by a certified appraiser to determine the fair market value. The City has provided such an appraisal which valued the project property at \$215,000.00. EDA’s participation in the project (ie, grant rate) was 32.23%. As such, the amount to be paid to EDA is \$69,294.50.

$$\text{\$215,000.00} \times 32.23\% = \text{\$69,294.50}$$

A check in the amount of \$69,294.50.00 can be made out to the “**Economic Development Administration**” and remitted to the following address:

NOAA Office of the Chief Financial Officer
Attn: Finance Office Travel Team (SSMC4)
1315 East West Highway
Silver Spring, MD 20910

Please include “EDA Project # 05-01-05869” on the check. I recommend sending it by a method that has tracking.

Once the City provides me with documentation that it has sent the check, I will promptly provide you with the enclosed Release of Agreement and Mortgage and Covenant of Use that

has been executed by EDA, which the City may sign and record in the records of Lee County, IA.

Let me know if you have any questions or concerns.

Sincerely,

Rachael B. Gamble

Rachael B. Gamble
Deputy Chief Counsel

c: Mike Norris, Southeast Iowa Regional Planning Commission

RELEASE OF AGREEMENT AND MORTGAGE AND COVENANT OF USE

Pursuant to 13 C.F.R. § 314.10, which authorizes release of property interest by the Economic Development Administration, United States Department of Commerce (EDA), the EDA hereby releases the Agreement and Mortgage (Agreement) made by the City of Keokuk, Iowa (Recipient) dated April 2, 2019, and recorded at Book 2019, Page 1281 in the records of Lee County, Iowa, covering all or a portion of the property legally described in Exhibit A (the Property), attached and made a part of this release (Release).

The Agreement secured the use of the grant-assisted EDA Project Number 05-01-05869 for the renovation of the Southeast Iowa Development Center (Project), unless a different use was approved by EDA. In accordance with 13 C.F.R. §§ 314.5 and 314.10(c), under current federal law, upon full payment in compensation of the Federal Share, EDA may release the Federal Interest in the Project Property. Recipient has paid the Federal Share for EDA Project Number 05-01-05869 in accordance with the federal regulations.

Recipient's payment of the Federal Share and this Release do not relieve the Recipient from compliance with certain Federal requirements, including the restriction listed in 13 C.F.R. § 314.10(e)(3) which forbids use of the Property in violation of nondiscrimination requirements.

The receipt and adequacy of consideration is hereby acknowledged by the EDA and the Recipient.

It is stipulated and agreed that the terms of this Release constitute a reasonable restraint on alienation of use, control and possession of, or title to, the Property, given the federal interest in the Property. This covenant shall run with the Property.

The Regional Administrator for the Denver Regional Office has the authority to execute this instrument on behalf of the EDA and release the Property from the Agreement.

The undersigned representative of the City of Keokuk, IA, is the officer duly authorized to execute this Release on behalf of the Recipient and agrees to execute, acknowledge, and record this instrument and attachments, in accord with applicable state and local laws, and forward a completed recorded copy of this instrument to the EDA.

CITY OF KEOKUK

By: _____

Printed Name: _____

Title: _____

STATE OF IOWA)
) ss.
COUNTY OF LEE _____)

On this _____ day of _____ 2026, before me, the undersigned, a notary public for the State of Iowa, personally appeared _____ known to me as the _____ for the City of Keokuk, and acknowledged that he/she executed this instrument on behalf of the City.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year written above.

Notary Public
My commission expires: _____

[SIGNATURE FOR THE EDA ON FOLLOWING PAGE]

ECONOMIC DEVELOPMENT ADMINISTRATION
UNITED STATES DEPARTMENT OF COMMERCE

By: _____
Angela B. Martinez, Regional Administrator, Denver and
Seattle Regional Offices

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this ____ day of _____, 2026, before me, the undersigned, a notary public for the State of Colorado, personally appeared Angela B. Martinez, known to me to be the Regional Administrator for the Denver Regional Office of the Economic Development Administration, and acknowledged that she executed this instrument on behalf of the Economic Development Administration.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year written above.

Notary Public
My commission expires:

EXHIBIT A

All of Block One-A (1-A) located partly in Estes Addition and partly in Kilbourne's Addition to the City of Keokuk, Lee County, Iowa, including vacated alley lying within.