

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton, Iowa 52772
Date/Time: Monday, May 11, 2020, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, May 8, 2020 (Front door of City Hall & City Website)

Special Council Meeting - 05/11/20
Mon, May 11, 2020 5:30 PM - 7:30 PM (CDT)

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Mayor:	Bryan Carney		
Council At Large:	Abby Cummins-VanScoy	Council At Large:	Jason Paustian
Council Ward #1:	Ron Hembry	Council Ward #2:	Dean Anderson
Council Ward #3:	Tim McNeill		
City Manager:	Brian Wagner	City Attorney:	Lynch Dallas, P.C.
Finance Director:	Melissa Armstrong	Gas Utilities Supt:	Virgil Penrod
City Clerk:	Amy Lenz	Electric Utilities Supt:	Floyd Taber
Dir. of Public Works:	Steve Nash	Water & Sewer:	Brian Brennan
Police Chief:	Lisa Kepford	Emergency Med Dir:	Brad Ratliff
Park & Recreation:	Adam Spangler	Economic Dev. Director:	Linda Beck

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Agenda Additions/Agenda Approval

E. Communications:

If you wish to address the City Council regarding an issue, whether on the agenda or something not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. Scheduled communications are allowed to speak up to five minutes. Unscheduled communications are allowed to speak up to three minutes.

F. Consent Agenda

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

1. Approval - Tipton Incentive Program (TIP) Reimbursement for Austin Sorgenfrey & Josh Hein DBA: Revive Properties, LLC, \$7,500.00
2. Approval – COVID-19 Loan Program Request for Cheryl Fisher DBA: Wild Angels Expressions, \$5,000.00

3. Approval – Tipton Revolving Loan Program request for Vinny Pham DBA: Kute Nails and Spa, \$10,000.00

G. Old Business

1. Motion to Reconsider: Resolution No. 051120D, Amending Resolution No. 050420C: Resolution Accepting a Bid for the SAGR Project AKA “Wastewater Treatment Plan Improvements 2018”

H. New Business

1. Resolution No. 051120A: Resolution Authorizing Property Acquisition From Philip D. Hargrave Pursuant to Purchase Agreement
2. Resolution No. 051120B: Resolution Authorizing Application for Federal Assistance
3. Resolution No. 051120C: Resolution Authorizing the City of Tipton’s Application to the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2020 (Known as The Better Utilizing Investments to Leverage Development, or “Build Transportation Grants,” Program) for the Highway 38 Improvements Project
4. Discussion and possible action concerning the amending BUILD grant writing agreement with ECIA

I. Reports of Mayor/ Council/ Manager/ Department Heads

1. Mayor’s Report
2. Council Reports
3. Committee Reports
4. City Manager’s Report
5. Department Heads

J. Adjournment

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

If anyone with a disability would like to attend the meeting, please call City Hall at 886-6187 to arrange for accommodations/transportation.

AGENDA ITEM

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:	5/11/2020
AGENDA ITEM:	TIP Program Reimbursement
ACTION:	Motion to approve, deny or table

SYNOPSIS: Tipton Incentive Program (TIP) Reimbursement request:
Applicant: Austin Sorgenfrey and Josh Hein DBA: Revive Properties, LLC. Location of project: 810 Meridian Street
Amount for Reimbursement: \$7,500.00

Due to COVID-19 Pandemic, the Commission is following the guidelines of social distancing and therefore cancelled their meeting and corresponded via email (but couldn't legally vote). However, there weren't any objections via email for the reimbursement requested by Austin Sorgenfrey and Josh Hein. The Commission is asking the City Council to make the final decision regarding the application.



417 Cedar
Street
Tipton, IA 52772
(563) 886-4597
www.tiptoniowa.org

Re: Austin Sorgenfrey and Josh Hein DBA: Revive Properties, LLC

Dear Council Members,

Under the current COVID-19 Pandemic the Tipton Commission cancelled their meeting and request the Council bypass them and make final decision to consider Tipton Incentive program (TIP) reimbursement request from Austin Sorgenfrey and Josh Hein.

Reimbursement request:

Applicant: Austin Sorgenfrey and Josh Hein DBA: Revive Properties, LLC

- **Project Total: \$29,771.87** for completion of concrete. Total cost of this project is \$325,000.00 and currently building a duplex on this property
- **Reimbursement amount: \$7,500.00**
- **Recommendation:** The project has met its requirements and is recommended for reimbursement in the above amount of \$7,500.00

Respectfully Submitted,

Linda Beck

Tipton Development Director

BUDGET ITEM: 630-5-820-2-64994/ 640-5-825-2-64994

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Motion to approve, deny or table request.

ATTACHMENTS: Pictures

PREPARED BY: Linda Beck

Revive Properties – TIP Grant
Austin Sorgenfrey and Josh Hein 810 Meridian Street
Current Pictures



Before Pictures



AGENDA ITEM

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:	5/11/2020
AGENDA ITEM:	Approval of COVID-19 Loan Fund Application
ACTION:	Motion to approve, deny or table

SYNOPSIS: Cheryl Fisher DBA: Wild Angels Expressions located at 427 Cedar Street applied for a COVID-19 Loan. Her business has been closed since March 13, 2020 and she doesn't anticipate opening before June 1, 2020. This has been an established business in Tipton since January 2012.

Due to the COVID-19 Pandemic, the Commission is following the guidelines of social distancing and therefore cancelled their meeting and corresponded via email (but couldn't legally vote). However, there weren't any objections to approve the COVID-19 loan request from Cheryl Fisher via email. The Commission is asking the City Council to make final decision regarding this application.

On 5/5/2020 the Loan Advisor reviewed the COVID-19 application. Was recommended for approval. Loan Advisor agreed that the applicant met the loan's program requirements. Waivers for the application are listed below.

1. Loan amount of \$5,000.00
2. 0% interest rate
3. Payback in 2 years and no payments due for the first 6 months
4. Loan agreement and personal guarantee to be drawn up by Tipton's City Attorney

BUDGET ITEM: 160-5-599-2-64999

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Motion to approve, deny or table request.

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 5/7/2020

AGENDA ITEM

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:	5/11/2020
AGENDA ITEM:	Approval of Revolving Loan Fund Application
ACTION:	Motion to approve, deny or table

SYNOPSIS: Vinny Pham DBA: Kute Nails and Spa located at 106 East 5th Street applied for a Revolving Loan. This is a new business coming to Tipton

Due to the COVID-19 Pandemic, the Commission is following the guidelines of social distancing and therefore cancelled their meeting and corresponded via email (but couldn't legally vote). However, there weren't any objections to approve RLF request from Vinny Pham via email. The Commission is asking the City Council to make final decision regarding this application.

On 5/5/2020 the Loan Advisor reviewed the application. Was recommended for approval. Loan Advisor agreed that the applicant met the loan's program requirements. Waivers for the application are listed below.

1. Loan amount of \$10,000.00
2. .5% interest rate
3. Payback in seven years with monthly installments
4. Loan agreement and personal guarantee to be drawn up by Tipton's City Attorney

BUDGET ITEM: 160-5-599-2-64994

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Motion to approve, deny or table request.

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 5/7/2020

RESOLUTION _051120D_____

RESOLUTION AMENDING RESOLUTION NO. 050420C: RESOLUTION ACCEPTING A BID
FOR THE SAGR PROJECT AKA "WASTEWATER TREATMENT PLANT IMPROVEMENTS
2018"

WHEREAS, in order to meet future State and Federal clean water requirements, the City Council of the City of Tipton took formal bids (Feb 5, 2020) for a Submerged Attached Growth Reactor (SAGR) project to add to its current wastewater treatment process; and

WHEREAS, McClure Engineering's (Engineer) has presented the City with its letter (April 30, 2020) recommending an award to Woodruff, LLC with the following lump sum bid results:

Engineer's est.	Woodruff, LLC	Staab Construction	Boomerang
\$6,175,000.00	\$7,269,000.00	\$7,311,000.00	\$7,465,000.00

AND, WHEREAS, the bids set out an Alternate Bid Item #1 to "Replace West WWTP Influent Pumps" with Woodruff, LLC proposing a cost of \$103,000.00.

AND, WHEREAS, Woodruff, LLC has extended the date for which the bid is good for through May 11, 2020;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Tipton does hereby:

- 1.) Accept _____ / Reject _____ the lump sum bid of Woodruff, LLC.
- 2.) Accept _____ / Reject _____ Alternate Bid Item #1.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are authorized to execute all contract documents and other documents related to the intent of this Resolution.

PASSED AND APPROVED this 11th day of May 2020.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution
__051120D_____ which was passed by the Tipton City Council this 11th day of May 2020.

Amy Lenz, City Clerk



1740 Lininger Lane
North Liberty, IA 52317
P 319.626.9090

www.mecresults.com

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | SIOUXLAND | SOUTHWEST IOWA | CENTRAL MISSOURI | ST. LOUIS METRO | KANSAS CITY METRO

April 30, 2020

City of Tipton
Mr. Bryan Carney, Mayor and City Council
407 Lynn Street
Tipton, IA 52772

RE: Letter of Recommendation and Award
Wastewater Treatment Plant Improvements 2018, Tipton, Iowa
MEC #3315001-05

Dear Mayor and Council,

McClure Engineering Company has reviewed the bids received on Wednesday, February 5, 2020, for the Wastewater Treatment Plant Improvements 2018 project. Three bids were received for the project. The bids received, as well as the Engineer's Opinion of Probable Cost, are summarized below, inclusive of Bid Alternate #1. A complete Bid Tabulation for the project is also enclosed.

1. Woodruff Construction LLC	\$ 7,372,000.00
2. Staab Construction	\$ 7,407,000.00
3. Boomerang Corp.	\$ 7,605,000.00

Engineer's Opinion of Probable Cost \$ 6,275,000.00

The lowest, responsive, responsible Bidder on this Project is Woodruff Construction LLC, of Tiffin, Iowa.

We therefore recommend the City Council of Tipton, Iowa, award the contract for "Wastewater Treatment Plant Improvements 2018, Tipton, Iowa" to the lowest, responsive, responsible Bidder, Woodruff Construction, LLC of Tiffin, Iowa, for the TOTAL LUMP SUM BID PRICE, including Bid Alternate #1, of Seven-Million, Three-Hundred Seventy-Two Thousand Dollars (\$7,372,000.00).


Sincerely,

McCLURE ENGINEERING COMPANY

Alex Potter, P.E.
Project Manager


Encl. Bid Tabulation

Cc: Brian Wagner, City Manager (Email)
File



McCLURE ENGINEERING COMPANY
1740 LININGER LANE
NORTH LIBERTY, IA 52317
319-626-9090 PHONE
319-626-9095 FAX

WASTEWATER TREATMENT PLANT IMPROVEMENTS 2018
CITY OF TIPTON, IOWA
2/5/2020



LETTING DATE: FEBRUARY 5, 2020
TIME: 1:00 PM

BID BOND (YES/NO)
ACKNOWLEDGED ADDENDUMS 1-2 (YES/NO)

Bidder agrees to perform the work described in the Contract Documents for the LUMP SUM BID PRICE of:
Bidder shall include the following allowance in the LUMP SUM BID PRICE:

Item	Description	Quantity	Unit Price	Extension
1.	Base Excavation	1	LS	\$ 132,000.00
2.	Overexcavation of Unsuitable Backfill Materials	5,000	CY	\$ 45.00
3.	Soil Amendment - Farming	5,000	CY	\$ 12.50
4.	Soil Amendment - Chemical Treatment	5,000	CY	\$ 12.50
5.	Imported Backfill	5,000	CY	\$ 22.00
6.	On-Site Disposal of Unsuitable Backfill Materials	10,000	CY	\$ 15.00
7.	East WWTP Sludge Removal and Disposal	910,000	Gal	\$ 0.05
8.	West WWTP Sludge Removal and Disposal	990,000	Gal	\$ 0.05
9.	Crushed Stone Paving	480	TN	\$ 23.00
10.	Security Fence	1,450	LF	\$ 17.50
11.	Sanitary Sewer Gravity Main, Trenched, PVC, 10" Diameter	860	LF	\$ 110.00
Item	Alternate Bid Items			\$100,000.00

ENGINEER'S ESTIMATE

Woodruff Construction, LLC 501 Greenfield Drive Tiffin, IA 52340	YES	\$7,269,000.00
Stach Construction 1800 Leamie Avenue Marshfield, WI 54449	YES	\$7,311,000.00
Boomerang Corp. 12536 Buffalo Road Anamosa, IA 52205	YES	\$7,465,000.00
Total		\$50,000.00

BIDDER NAMES AND ADDRESSES


Unit Price	Extension	Unit Price	Extension
\$ 287,000.00	\$ 287,000.00	\$ 330,000.00	\$ 330,000.00
\$ 19.95	\$ 99,750.00	\$ 9.00	\$ 45,000.00
\$ 4.73	\$ 23,650.00	\$ 0.01	\$ 50.00
\$ 27.30	\$ 136,500.00	\$ 22.00	\$ 110,000.00
\$ 13.65	\$ 68,250.00	\$ 25.00	\$ 125,000.00
\$ 7.88	\$ 78,800.00	\$ 8.00	\$ 60,000.00
\$ 0.12	\$ 109,200.00	\$ 0.09	\$ 81,900.00
\$ 0.11	\$ 108,900.00	\$ 0.09	\$ 89,100.00
\$ 29.40	\$ 14,112.00	\$ 30.00	\$ 14,400.00
\$ 20.28	\$ 29,406.20	\$ 22.00	\$ 31,900.00
\$ 115.87	\$ 99,648.20	\$ 130.00	\$ 111,800.00
Total	\$103,000.00	Total	\$96,000.00

BEATS OF BID MANUFACTURER

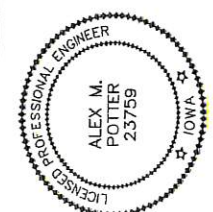
Installed Price	Substitute Price	Installed Price	Substitute Price
\$ 66,000.00	N/A	\$ 72,000.00	N/A
\$ 382,000.00	N/A	\$ 390,000.00	N/A
\$ 88,124.00	N/A	\$ 90,000.00	N/A
\$ 69,100.00	N/A	\$ 70,000.00	N/A
\$ 195,680.00	N/A	\$ 196,000.00	N/A

* Corrects Error In Extension Calculation in Favor of Unit Prices

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED ON FEBRUARY 5, 2020 FOR THE CONSTRUCTION OF "WASTEWATER TREATMENT PLANT IMPROVEMENTS 2018, TIPTON, IOWA" AND WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.


Alex M. Potter, P.E./No. 23759
My License Renewal Date is December 31, 2021

2/5/2020
DATE



April 24, 2020

City of Tipton
ATTN: Brian Wagner, City Manager
407 Lynn Street
Tipton, IA 52772

Brian,

Thank you for letting be a part of your council meeting on Monday the 20th. Woodruff wants you to know that we heard your concerns about the higher than expected cost to complete. In that effort we set out to do what we could to meet your expectations of cost to make this decision to award more palatable for the council and to reduce the burden of cost to Tipton residents.

Through multiple meetings and partnering with McClure, contractors, and suppliers, we believe that we have identified several opportunities that could translate to substantial cost savings to the Owner. Some of these items were known and quantified within the month after the bid. However, we have received more feedback from a few key suppliers following their own time in research for this treatment system and its requirements. The cost savings identified could result in a new estimated cost of **\$6,692,768** in lieu of the existing price of \$7,368,000 without effecting the core function or life expectancy of the facility. And it is important to keep in mind that there are still unit price funds for overexcavation and backfill of poor soils, dewatering costs, and \$50,000 of owner contingency from the original bid maintained. Those would all remain available and in use for the project. Below is a breakdown of the areas we have identified as potential options:

Soil amendments not used	\$160,125
Soil stockpile / grade changes	+ \$72,000
Site pipe material changes	+ \$51,300
Delete east sludge removal	+ \$106,807
Blower changes (Nexum)	+ \$97,000
Electrical / Process Changes	+ \$85,000
Delete Alt #1 scope	+ <u>\$103,000</u>
 TOTAL POSSIBLE SAVINGS	 \$675,232
 POTENTIAL CONTRACT	 \$6,692,768

As you can see above, we are willing to work together with the City and McClure to help mitigate the risk and reduce the overall cost and pass those savings to the owner, bringing the potential costs within 8% of the budget. This would be within the range we typically see at or above budgets with other bids on treatment projects. The

difference would actually be nearly identical to what came in for the city of Bloomfield on its SAGR project this past month.

We believe that addressing budget concerns through value engineering options offers several advantages for the city. Time is on our side to begin work on the project with the ability to make the needed changes during the course of work and still focus on achieving completion by the deadlines set by the DNR. Any savings, which are definitely not guaranteed with a rebid, would be limited by the fact that over 70% of our costs are materials and equipment and the remainder is primarily labor that is tied to minimum Davis-Bacon wage requirements. There would also be the cost of re-engineering and bidding that will be added along with lost time. One concern is that delaying much more than another month or two may push key work into winter, which will prevent the city meeting the DNR guidelines until well past next spring.

In discussions with our Nexom equipment supplier about possible market savings due to the current market conditions, they were not optimistic that there would be any significant future savings outside of fuel cost if the project is delayed. Nexom currently has 12 additional SAGR systems currently in the Iowa DNR still to come out to bid this year plus an additional 15-20 projects slated for 2021 which they expect will keep demand for all process plant equipment at stable levels in the foreseeable future.

Please reach out to us with any questions or other needs prior to your May 4 council meeting. The additional time since the original bid date has provided opportunity to dig into potential cost reduction options further, and we are glad to be able to present these to you for review. Working with McClure and our vendors to dial these in costs during the project would be our primary objective following award of the project.

Sincerely,

WOODRUFF CONSTRUCTION, LLC



Nick Ford

East Region President



April 29, 2020

Ben Hucka
NPDES Section
Iowa Department of Natural Resources
502 E 9th Street
Des Moines, Iowa 50319-0034

Mr. Hucka,

For your review and comments, we've attached a draft of an Integrated Plan Proposal for the City of Tipton. Please remember that we are proposing this subject to our City Council's final approval.

We appreciate your willingness to work with us and invite you to contact us with any questions.

Thank you,

Brian Brennan
Superintendent
City of Tipton
563-886-6187

Integrated Plan Proposal (IP)

April 29, 2020

Introduction:

The City of Tipton Iowa is currently under NPDES Permit 1689001 and the compliance schedule detailed within it.

Financial hardship, existing debt, heavy project load, and the economic ramifications of COVID-19 are all contributing factors to our growing financial burden.

We believe that it is important to protect the environment. But, it is also important to consider the ratepayers so they can continue to pay to protect the environment.

Affordable utility rates and financial stability are of utmost importance to this management team moving forward. This burden has led us to seek help from the Iowa Department of Natural Resources.

This IP wishes to make these points:

- 1.) I&I projects that we've pursued so far have made a demonstrable impact. (See Exhibit 1.) Therefore, we'd like to use the next four years to continue with this effort within the specific "Areas" shown within. (See Exhibit 2.) The estimated project costs along with other estimated project costs are included in Exhibit 3.
- 2.) The costs of our current and future wastewater and I&I projects have come from different funding sources. When portrayed as if all these costs are being paid by the wastewater user rate alone, it sheds a harsher light on the financial burden that our ratepayers face. (Exhibit 4.)
- 3.) We believe that our demonstration of the impact of current/future rates, plus our proposed continuation of I&I projects over the next 3-4 years will help make the case that our current NPDES permit compliance deadline of March 31, 2021 should be continued until March 31, 2025.
- 4.) In the 3-4 years of our continuance, land improvements can be made at the site of our future SAGR project so that soil conditions will have less unknowns when the project is re-bid.
- 5.) We wish to re-bid our SAGR project at the end of the proposed four-year life of this IP. By that time, we estimate that the monthly SAGR project fee that the

City began on January 1, 2019 will have about \$617,339 available for use on the project. This estimated amount is what will be left after part of it is used for SAGR-related improvements made in anticipation of rebidding the larger project for construction in FY 2024.

We; therefore, formally request the DNR's approval for an amendment to our permit by the inclusion of our proposed IP.

System Description:

The City of Tipton (pop. 3200) operates two aerated lagoon facilities called East Lagoon (NPDES 1689002) and West Lagoon (NPDES 1689001). Our west facility receives 60 percent of Tipton's flow and discharges to Crooked Creek (Class B (WW2)) and eventually Cedar River (Class A2). Our East facility receives 40 percent of Tipton's flow and has two discharge options. 001 discharges to an unnamed tributary to Sugar Creek (Class B(LR)) and is typically utilized in the summer months. 002 discharges to Crooked Creek (Class B(LR)) and is typically utilized in the winter months.

Much of Tipton's sewer infrastructure is up to 100 years old or older. Many issues arise with aging pipe and manholes. Rain events cause inflow and infiltration (I&I) and can cause backups, health concerns, and much agitation with City residents, some of which have contacted the DNR with their complaints.

NPDES Update 2016:

On July 1, 2016, Tipton received new NPDES permits stating the new regulations and compliance schedule to be met by March 31, 2021. Soon after, Tipton consulted MEC for assistance moving forward. It was soon decided that combining the facility flows into one would be much more economical than to construct wastewater upgrades at two facilities. Tipton East already had effluent station (002) which conveys effluent 90 percent of the way back to the West Facility. With slight modification this pressure system could convey the effluent the rest of the way to the West Facility. Such has been the plan ever since, hence the combining of the two facilities.

The new 2016 NPDES permit required effluent disinfection and lower limits on Ammonia. It is well known across the State of Iowa that current aerated lagoon operations will not meet the new standards set forth. After spending several years researching various treatment systems and alternatives, Tipton and MEC agreed that a Submerged Activated Growth Reactor (SAGR System) is the answer for Tipton.

From 2017 to 2019 the engineers estimate for the SAGR project evolved from roughly \$5 million to \$6.2 million. During that time the City of Tipton proactively projected a debt payment schedule and rate structure with assistance from Speer Financial and based on the engineers' estimates. A new sewer rate structure was then proposed to City Council and approved by ordinance. The new rate was implemented in January 1, 2019.

In February of 2020 Tipton took contractor bids for the SAGR project. The lowest bid was \$7.2 million. This was roughly \$1 million higher than the engineers' estimate. Tipton then realized the rate

structure that we projected and implemented was now not enough to pay back the debt based on the new numbers. With this, the upcoming financial burden worsened.

2016 SSES:

Tipton employed the services of McClure Engineering (MEC) in 2016 and 2017 to conduct a full-scale study of our sewer and storm water collection systems. The study included manhole evaluation, water basin identification, flow monitoring, flood simulation and smoke testing. Many deficiencies were found. Over \$4.3 million in needed repairs were identified in the follow-up report received from MEC. The Tipton City Council decided at that time to allocate \$40,000 annually out of the Wastewater Operating Budget to correct these issues.

Description of Issues:

Tipton's wastewater collection system often becomes inundated with water during rain events due to I&I. Surcharged sewer water will occasionally lift manhole lids depositing waste matter and debris on the streets and in yards. Many homeowners claim basement backups. Our lift station at the West Lagoon becomes burdened with heavy flows. The grinder at the plant headworks often becomes overrun to the point that wastewater rises above the channel and goes around the grinder. Occasionally water levels in the west primary cell reach within inches of the top of the dike and cause fear of potential pond overflow. Flow data shows rain events of two inches to cause sewer flow spikes that are a 10-fold increase. An occasional four-inch rain can cause a 20-fold flow increase.

A monumental financial burden was realized after Tipton received two documents: The 2016 NPDES and the 2016 SSES. The NPDES resulted in a \$7.2 million bid. But, more accurately, this is an \$8.5 million when engineering and other related expenses are included. The SSES resulted in a \$4.3 million estimate. When added together, the total cost comes to about \$12.8 million. This is what we call a "double-whammy."

Meanwhile, the IDOT started planning for the reconstruction of HWY 38 through Tipton which is slated for 2021. The base project is currently estimated to cost \$6.85 million. If some other components (mainly a parallel walking/bike trail) are added, the cost will be in the area of \$8.6 million. But, in either case, the cost estimate for sanitary sewer improvements remains the same at about \$273,180—and, most likely financed with the rest of the project by a GO bond. This figure is included in Exhibit 3.

In HWY 38's base project scenario, the City's total estimated cost for the non-IDOT components of the project is estimated to cost nearly \$3.5 million.

Progress Report:

Since the 2016 SSES and Final Report, Tipton has achieved follow-up design and repairs in excess of \$1.5 million. MEC identified a flow bottleneck in the south two blocks of Lemon Street which caused flow restriction and basement backups in the Southwest quadrant of Tipton. MEC designed and we implemented a \$1 million project for sewer replacement and complete street reconstruction in that area. The project was completed in the fall of 2018 and notable improvements have resulted.

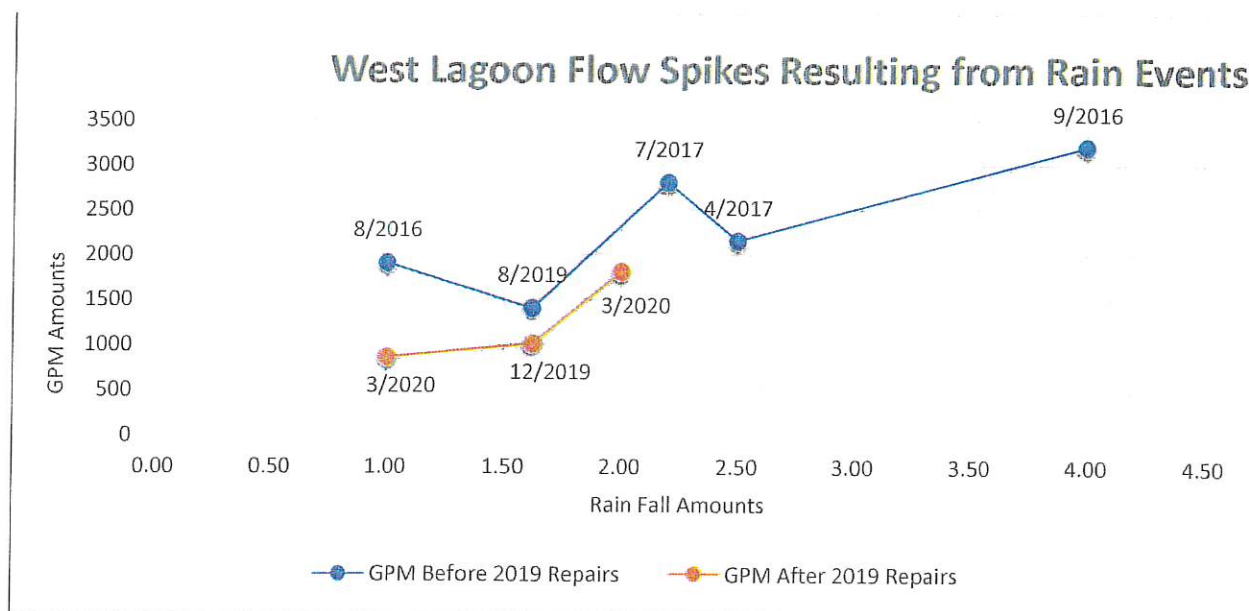
In 2019, the City hired Lynch Excavating to replace a combination Sanitary/Storm manhole at 3rd and Orange. This manhole was discovered during the SSES to have a large breach in the sanitary line which contributed ample inflow during rain events. The repair was successful and flow decreases have since been noted.

The SSES identified very heavy I&I in the area of the Fourth and Lynn Street intersection. City Staff later discovered the source. Large quantities of water were transferring from Storm to Sanitary just north of the above intersection. Tipton once again employed the services of Lynch Excavating to do a combination project including manhole, sanitary pipe, and storm pipe replacement. We are pleased to report notable improvement in that area. Please refer to Exhibit 1.

Flow Impact:

To date, Tipton has invested over \$1.5 million GO funding in sanitary and storm sewer improvements. This is all related to the 2016 SSES. Fortunately, we have witnessed significant positive results with reduction in flow spikes and reduction in basement backups. We keep detailed daily records of wastewater plant flows and their correlation to rain events. Please see the exhibit below which illustrates flow spikes both before and after 2019 system repairs. We think you'll agree, while much progress is still needed, there is clear evidence of progress already made.

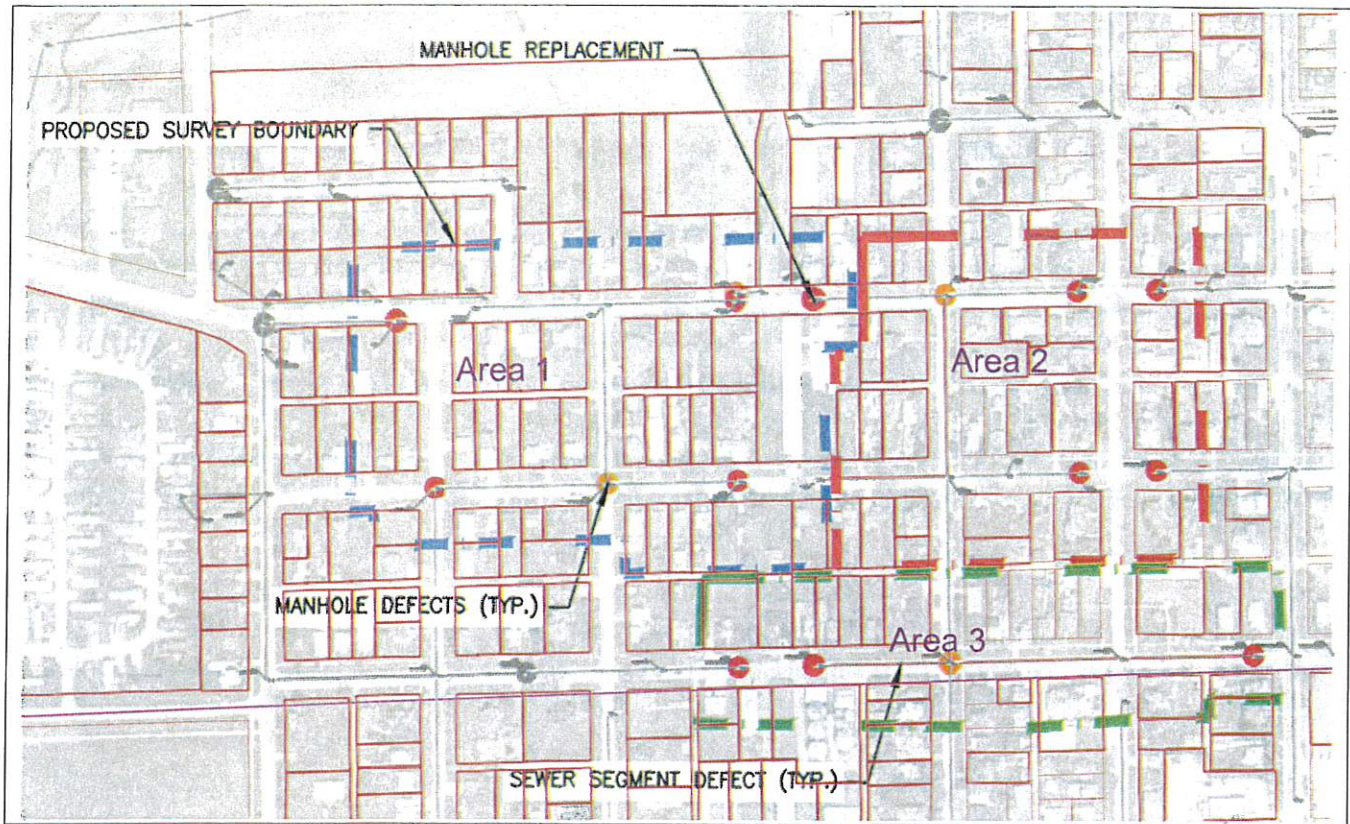
Exhibit 1



Tipton's proposed Integrated Plan will keep the progress going. It is a step by step plan to address ample additional sewer system deficiencies, decreasing those flow spikes, stopping basement backups, and implementing wastewater treatment facility upgrades along the way.

Exhibit 2 shows future sanitary sewer projects that are marked as Areas 1, 2, and 3. They are in the City's NW quadrant. Our engineers' estimate for each is included in Exhibit 3. While the City intends to apply for CDBGs for these areas, our IP assumes that the City will proceed with them whether we receive a grant or not.

Exhibit 2



Integrated Plan:

The City of Tipton's Integrated Plan Proposal includes a substantial list of projects. Collectively, these projects make great strides toward environmental protection, human health, and Clean Water Act compliance. We will strive to meet the goals above without losing focus on the importance of an affordable rate structure—especially for our population of elderly and those on fixed incomes. We are confident that the DNR sympathizes with this goal.

Tipton's IP project list is shown in Exhibit 3. These projects were prioritized for completion based off of the grant potential each project had. If the City does not receive a grant for these projects, they are prioritized based on the ability of the City to fund those projects.

The list includes the three areas displayed in Exhibit 2. This shows them done individually. If a CDBG is possible, we'd likely attempt to have all three areas done as one project.

The HWY 38 sewer work notes that we are applying for a BUILD grant. But, this is a difficult grant to win.

The Mulberry Street Project has been in our Street CIP for two years. But, it, too, has a sanitary sewer component. This cost would be paid as an internal loan, but the sewer utility will be making the debt payments.

We are also showing a list of broken-out SAGR-related expenses that we believe we can handle before the larger SAGR project is re-bid in 2024. A re-bid in 2024 was determined to allow the City time to pay off the current Wastewater Treatment Plant debt which will be completely repaid by June 2024.

Tipton currently has two SRF loans which funded the study, planning and design of the wastewater system and treatment facilities. Combined with the estimate for construction engineering during the SAGR project, the dollar amount reaches \$1,076,971. Please note you will not find this amount on the table below, but these combined costs will certainly be rolled into a final construction loan.

Exhibit 3

CDBG Grant Projects							
Project	Priority	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Sewer Improvement for Target Area #1 - CDBG Grant	1		\$ 87,300				
Sewer Improvement for Target Area #2 - CDBG Grant	2			\$ 149,630			
Sewer Improvement for Target Area #3 - CDBG Grant	3				\$ 158,970		
Total Proj Exp		\$ -	\$ 87,300	\$ 149,630	\$ 158,970	\$ -	\$ -
City Internal Loan if Grant wasn't received			\$ 87,300	\$ 149,630	\$ 158,970		
Cash Flow		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

The City is applying for a CDBG Grant for three Target Areas. If we do not receive a CDBG grant, we would fund the project with an internal loan. The award for the grants will come out around September.

HWY 38 Project with Iowa DOT - BUILD Grant							
Project	Priority	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
HWY 38 Project - City Sanitary Sewer Portion (based on December 2019 estimate) - BUILD Grant	2			\$ 273,180			
Total Proj Exp		\$ -	\$ -	\$ 273,180	\$ -	\$ -	\$ -
BUILD Grant				\$ 273,180			
Cash Flow		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

The City is applying for a BUILD grant for the HWY 38 project we are doing with the Iowa DOT. If we do not receive the BUILD grant, we will have to take out a GO Bond to fund the entire project. This will include the Sanitary Sewer portion that is listed above. The Build grant awards will come out on or around September 15, 2020.

Mulberry Sanitary Sewer Project							
Project	Priority	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Mulberry Sanitary Sewer Repairs	3				\$ 150,000		
Total Proj Exp		\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -
Internal Loan from City					\$ 150,000		
Cash Flow		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

The City will be repairing a portion of Mulberry Street according to the Street Capital Improvement Plan. This will include sanitary sewer repairs that would be funded with an internal loan from the City.

SAGR Related Projects							
Project	Priority	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Alt 1 Pump Replacement - SAGR	1		\$ 103,000				
Sanitary Sewer Gravity Extension - SAGR	2			\$ 99,600			
East Lagoon Sludge Harvest - Year 1 - SAGR	3				\$ 55,000		
West Lagoon Sludge Harvest - Year 1 - SAGR	3				\$ 55,000		
West Site Work - Well Point De-Watering - SAGR	3				\$ 40,000		
West Site Work - Tree Removal - SAGR	3				\$ 10,000		
East Lagoon Sludge Harvest - Year 2 - SAGR	4					\$ 55,000	
West Lagoon Sludge Harvest - Year 2 - SAGR	4					\$ 55,000	
SAGR Project	4					\$ 7,372,000	
Total Proj Exp		\$ -	\$ 103,000	\$ 99,600	\$ 160,000	\$ 7,482,000	\$ -
Annual Revenue From Flat Fee		\$ 204,939	\$ 177,000	\$ 177,000	\$ 177,000	\$ 177,000	\$ 177,000
Cash Flow		\$ 204,939	\$ 278,939	\$ 356,339	\$ 373,339	\$ (6,931,661)	\$ (6,754,661)

The City will be using the revenue from a Flat fee to accomplish some elements of the SAGR project that can be done ahead of the majority of the project.

		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Sanitary Sewer Utility Operations Impact	3% Annual Increase	\$ 18,800	\$ 19,364	\$ 19,945	\$ 20,544	\$ 21,160	\$ 22,430
		\$ 645,475	\$ 664,839	\$ 684,784	\$ 705,338	\$ 747,658	\$ 770,088
TOTAL		\$ 664,275	\$ 684,203	\$ 704,729	\$ 725,882	\$ 768,818	\$ 792,518

¹ Not included in the projects listed above is the annual \$40,000 that the Tipton City Council has allocated from the Wastewater Operating budget to put towards I&I repairs related towards the \$4.3 million-dollar estimate identified in the SSES report received from McClure Engineering Company.

The question of our ratepayers' average sewer monthly sewer bills has come up several times. Tipton, like many cities, often distributes the cost of one of its utilities across more than one source of funding.

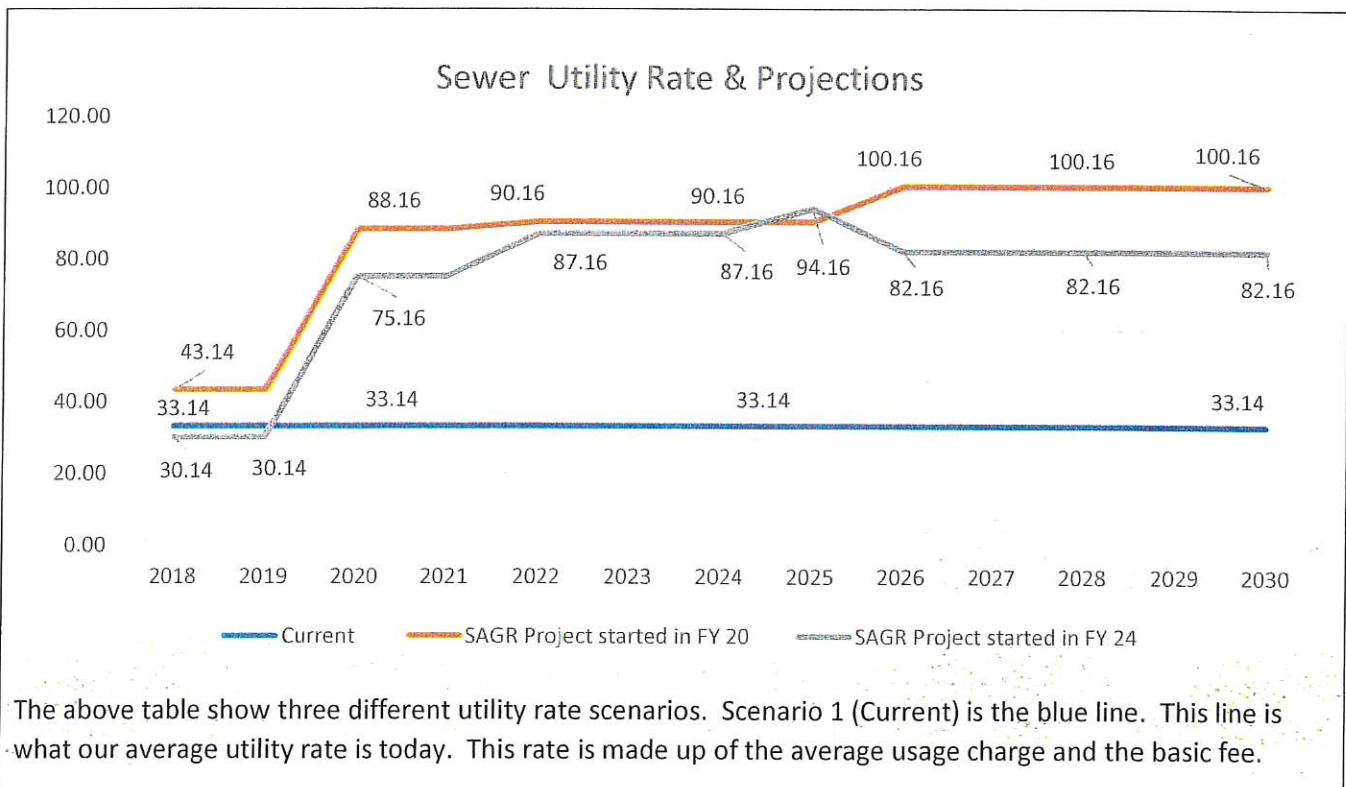
Exhibit 4 shows a "what if" scenario. It shows what our average monthly sewer bill might look like if all our current sanitary sewer projects (for example, Lemon Street) were combined with future project cost estimates with the sewer rate used to pay for all of them.

The Exhibit also shows two tracks. One where the SAGR project is done now (orange) and one where the project can wait until 2024 (gray.) Our IP proposes the 2024 track based on the fact that the City of Tipton is still paying on a current wastewater treatment plant debt. This debt will not be retired until June 2024. Debt retirement is vital to Tipton's financial success moving forward and is best illustrated in Exhibit 4. The illustration shows the impact of an immediate SAGR upgrade. Based on DNR criteria and our rate projections, Tipton stands at the threshold of disadvantage status and financial burden. Approval of an IP could change the financial course.

Our IP proposal begins with affordable sewer system projects in Years 1-4 with lesser financial impact and improved debt repayment allowance. Years 4-7 address the heavier financial burden, which is the SAGR upgrade and ultimately, NPDES compliance. We know of no better approach at this time. Tipton's IP proposal meets water quality-based limits as soon as possible under current financial limitations.

Even as we speak, dozens of small sunfish bathe in the effluent at the West Outfall and I think they would agree, What's the hurry"?

Exhibit 4



Scenario 2 (SAGR Project started in FY 20) is the orange line. This line is depicting what our average utility rate could be if we continue with the current SAGR timeline. This rate is made up of the average usage charge, basic fee, Wastewater Treatment Plant flat fee and a flat fee for a sewer project that was completed in FY 18-19. This project was paid for using a GO bond instead of a revenue bond, so utility customers are paying for it through their property taxes vs. a monthly fee on their utility bill. We wanted to include it in our numbers though to show how it would have impacted the utility customer if we would have chosen to fund it with a revenue bond instead of a GO bond.

Scenario 3 (SAGR Project started in FY 24) is the gray line. This line is depicting what our average utility rate could be if we postpone the SAGR project four years. In that four-year time the project was postponed, we would also complete the projects that we listed in the chart titled "Integrated Plan Projects." We determined what the estimated costs of those projects would be and the impact it would have on the utility bill if we would have funded them using a monthly fee on the utility bill. Also included in this rate is the Wastewater Treatment Plant Flat Fee and the sewer project that was completed in FY 18-19.

Tipton's Integrated Plan proposal offers a path moving forward that works for everyone. Those projects with lighter financial impact will be our focus in the early years of the IP. This approach allows environmental progress while paying off old debt simultaneously. Reduction in old debt will open the door to heavier projects with heavier debt load in later phases.

Continued sanitary sewer system renovations including repairs, replacement, lining, and manhole renovation will all be part of years one through four in the IP. Years five through seven and beyond will complete wastewater upgrades and ultimately will reach compliance of new regulations.

Financial relief will result from this plan as will environmental progress. Rate structures can remain affordable. Rates can even increase over time as needed but can be done incrementally rather than all at once—aggressively and abrasively.

Ultimately, our plan addresses and achieves DNR and EPA compliance and benefits the environment in doing so.

Measuring Success in the IP:

Success and progress in Tipton's IP can be evaluated and measured each year. Continued flow monitoring, rainfall monitoring, and charting of data will be ongoing. Project phases will continue to be tied to Tipton's active Capital Improvements Plan. The IP will evolve annually alongside CIP and budget preparation which begins with each fall season. Throughout our annual process, completed and upcoming projects will be analyzed in order to determine if changes are necessary due to budget, timeline, new technology, or changes in the system. Any needed changes will be communicated through staff, management, Council, Mayor, and the DNR for review.

Communications:

The City of Tipton has provided ample opportunity for public and stakeholder communication throughout this process and continues to do so moving forward. This process has and will include public forums, regular City Council meetings, open forum public work sessions, neighborhood

household meetings, curbside visits, and newspaper articles. All have been utilized to keep good communication with the public. Tipton's Mayor often receives and answers questions, comments, and concerns through social media.

Upcoming meetings in April and May will require heavy discussion of the topics at hand and will likely form our path moving forward. We urge our public to pay special attention in the next few weeks and months.

RESOLUTION NO. 051120A

**RESOLUTION AUTHORIZING PROPERTY ACQUISITION
FROM PHILIP D. HARGRAVE
PURSUANT TO PURCHASE AGREEMENT**

WHEREAS, the City of Tipton wishes to acquire ownership of property adjacent to the Mathews Memorial Airport, owned by Philip D. Hargrave, and legally described and depicted on the attached Acquisition Plat, hereby incorporated into this resolution by this reference; and,

WHEREAS, the acquisition of the parcel is necessary for planned public improvements at the airport site; and,

WHEREAS, Philip D. Hargrave, owner of record of the above-referenced property, is agreeable to deed the property to the City of Tipton for One Hundred Fifty-Five Thousand and 00/100 Dollars (\$155,000); and,

WHEREAS, a copy of the Purchase agreement and legal description are attached to this resolution, hereby incorporated into this resolution by this reference; and,

NOW, THEREFORE, Be it Resolved by the City Council of the City of Tipton, Iowa, as follows:

Section 1. The Mayor and City Clerk are hereby authorized and directed to sign this resolution and the attached purchase agreement.

Section 2. The law office of Lynch Dallas and City staff are hereby authorized to prepare and execute any document necessary to effectuate this acquisition and transfer of title to real property and related expenses per the signed purchase agreement.

Passed and approved May 11, 2020.

Mayor

Attest.

City Clerk

ADOPTED:

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between **PHILIP D. HARGRAVE**, an unmarried person, ("SELLER"), and the **CITY OF TIPTON, IOWA**, an Iowa municipal corporation, ("BUYER"), as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of the real property ("Property") situated in the City of Tipton, Cedar County, Iowa, legally described and shown on the attached Acquisition Plat, Exhibit A, incorporated by this reference.

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be One Hundred Fifty-Five Thousand and 00/100 Dollars (\$155,000.00) upon performance of SELLERS' obligations and satisfaction of BUYER'S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. **REAL ESTATE TAXES.**

A. SELLER shall pay at time of closing all delinquent taxes due and owing with respect to the Property. Unless otherwise provided in this Agreement, at closing SELLER shall pay BUYER, or BUYER shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

B. BUYER shall pay all subsequent real estate taxes to the extent required by law.

3. **SPECIAL ASSESSMENTS.**

A. SELLER shall pay at time of closing all installments of special assessments that are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

B. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

4. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance.

5. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLER'S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall be held on or before **June 1, 2020**, or such other date as the parties may mutually agree. SELLER acknowledges time is of the essence and agrees to take reasonable steps to close as soon as reasonably possible following the Effective Date.

6. **CONDITION OF PROPERTY.** SELLER shall preserve the Property in its present condition until BUYER takes possession. Unless otherwise provided in this Agreement, SELLER makes no warranties, expressed or implied, as to the condition of the Property.

7. **ABSTRACT AND TITLE.** SELLER shall provide BUYER an existing abstract of title to the Property, to the extent it is in possession of one, to be continued through the Effective Date of this Agreement by BUYER at BUYER'S expense for examination by BUYER'S attorney. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLER shall promptly cooperate with every reasonable effort to perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days written notice to the other party.

8. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

9. **ENVIRONMENTAL MATTERS.**

A. SELLER warrants to the best of its knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks located on the Property, which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants the property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks. SELLER shall also provide BUYER with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed in an addendum prepared by SELLER and attached hereto and incorporated herein by this reference.

B. BUYER may at its expense, at any time prior to closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any

hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

10. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

11. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty Deed prepared by BUYER at BUYER'S expense.

12. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

14. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

15. **REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

16. **CERTIFICATION.** BUYER and SELLER each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and

expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

17. **APPROVAL BY CITY COUNCIL.** In the performance of this Agreement, BUYER as an Iowa municipal corporation, shall take all action legally required of a municipal corporation relative to the purchase of real property including but not limited to considering required resolutions. This Agreement shall be expressly contingent upon approval by the City Council for Tipton, Iowa.

18. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

19. **ADDITIONAL PROVISIONS.**

1. Farm Lease Agreement: The parties may enter into a separate Farm Lease Agreement for this property upon transfer from BUYER to SELLER
2. Fence Line: [Include Additional Provisions]

20. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

SELLER

PHILIP D. HARGRAVE, an unmarried person

BUYER

CITY OF TIPTON, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____, 2020.

Dated this _____ day of _____, 2020.

By: _____
Philip D. Hargrave

By: _____
Bryan Carney, Mayor

Attest:

Amy Lenz, City Clerk

Address: 996 220th Street
Tipton, Iowa 52772

Telephone: () -

Address: City Hall
407 Lynn Street
Tipton, Iowa 52772

Telephone: (563) 886-6187

INDEX LEGEND

CITY:
COUNTY: CEDAR
TRS: SECTION 2, T80N, R03W
ALIQUOT PART: WEST 1/2 OF SECTION 2
PROPRIETOR: PHILIP D. HARGRAVE
REQUESTED BY: CITY OF TIPTON
SURVEYOR: JOHN DEWEY
COMPANY: MCCLURE
RETURN TO: MCCLURE, ATTN: JOHN DEWEY
1360 NW 121ST STREET, STE A
CLIVE, IOWA 50325 / 515-964-1229

ACQUISITION PLAT

IN THE WEST HALF OF SECTION 02, TOWNSHIP 80 NORTH, RANGE 03
WEST, OF THE 5TH P.M., CEDAR COUNTY, IOWA.

SURVEYORS/ENGINEERS:

MCCLURE ENGINEERING COMPANY
1360 NW 121st STREET, SUITE A
CLIVE, IOWA 50325

PROPRIETOR:

PHILLIP D. HARGRAVE
996 220TH STREET
TIPTON, IOWA 52772

SURVEY PREPARED FOR:

CITY OF TIPTON
407 LYNN STREET
TIPTON, IOWA 52772

AREA SUMMARY:

GROSS = 13.91 ACRES

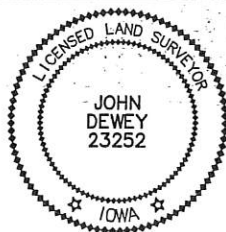
LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF LOT 1 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE ABANDONED C.R.I. & P RAILROAD RIGHT-OF-WAY, ALL IN SECTION 2, TOWNSHIP 80 NORTH, RANGE 3 WEST OF THE 5TH P.M., CEDAR COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE ALONG THE EAST LINE OF THE WEST HALF OF SECTION 2, S02°40'54"E, 2226.68 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE S02°20'54"E, 397.79 FEET; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION S02°10'03"E, 38.22 FEET; THENCE N60°03'13"W, 3068.39 FEET; THENCE N29°56'47"E, 4.77 FEET TO THE CENTERLINE OF THE ABANDONED C.R.I. & P RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID CENTERLINE LINE S66°20'36"E, 667.83 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE ALONG SAID SOUTH LINE N87°26'07"E, 113.16 FEET; THENCE S66°20'36" ALONG THE NORTH LINE OF THE ABANDONED C.R.I. & P RAILROAD RIGHT-OF-WAY, TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 13.91 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. DESCRIBED LAND IS BEING ACQUIRED AS PART OF THE CITY OF TIPTON AIRPORT IMPROVEMENT PROJECT.



1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____
JOHN DEWEY

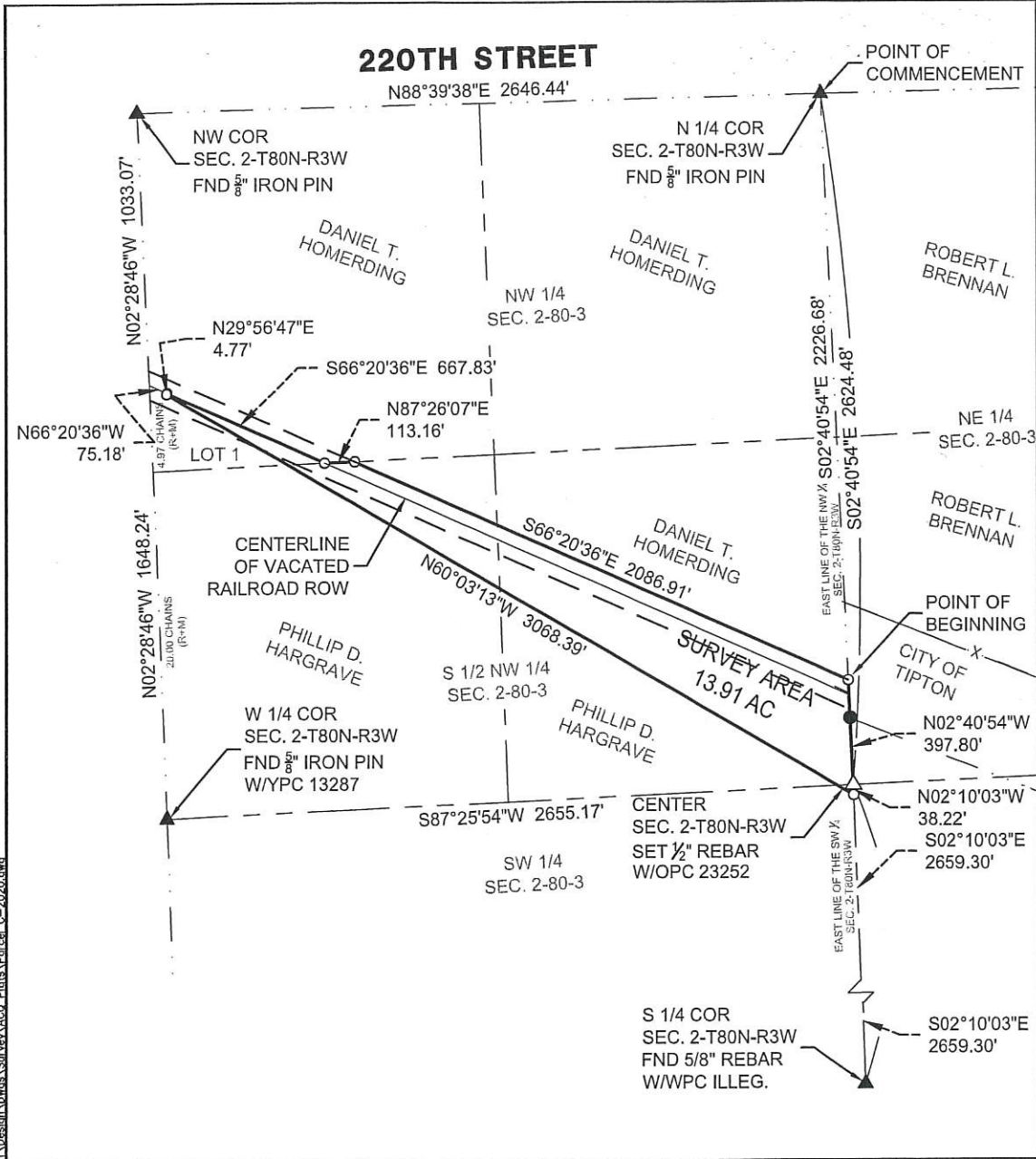
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL: TWO

DATE SURVEYED: 02/11/2020

SHEET: 01/02


DRAWING PATH: N:\Projects\TIP_2513001\Design\Drawings\Survey\ACQ_Plots\Parcel C-2020.dwg











DRAWING PATH: N:\Projects\TIP 2513001\Design\Draws\Survey\ACD Plots\Parcel C-2020.dwg

McCLURE™
making lives better

1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370


NORTH

0 250 500
(IN FEET)
1 inch = 500 ft.

GENERAL LEGEND	
	SURVEY BOUNDARY
	PROPOSED LOT
	EXIST PROPERTY LINE
	SECTION LINE
MONUMENTS FOUND:	
	SECTION CORNER (TYPE AS NOTED)
	5/8" REBAR NO CAP (UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
	SECTION CORNER 1/2" REBAR OPC #23252
	1/2" REBAR OPC #23252
FND	FOUND
PC	PLASTIC CAP
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

RESOLUTION NO. 051120B

RESOLUTION AUTHORIZING APPLICATION FOR FEDERAL ASSISTANCE

WHEREAS, the City of Tipton has the long-term plan to make improvements to the Mathews Memorial Airport, which will require acquisition of adjacent real estate;

WHEREAS, the City of Tipton can fund such acquisitions with financial assistance from the Federal Aviation Association;

WHEREAS, the City of Tipton has concurrently authorized a purchase of property from Philip D. Hargrave, as provided in Resolution No. 051120A;

WHEREAS, a draft Application for Federal Assistance SF-424 has been prepared to cover the costs associated with such purchase, which is attached and hereby incorporated into this resolution by this reference; and,

WHEREAS, the acquisition of financial assistance is necessary to complete the purchase of the above-referenced parcel.

NOW, THEREFORE, Be it Resolved by the City Council of the City of Tipton, Iowa, as follows:

Section 1. The Mayor, City Manager, and/or City Clerk are hereby authorized and directed to sign the Application for Federal Assistance, and any corresponding documents to effectuate such application, or otherwise direct any individual acting on behalf of and in the interests of the City to complete and sign any such documentation.

Section 2. The Lynch Dallas PC, McClure Engineering Company, and City staff are hereby authorized to prepare and execute any document necessary to effectuate federal assistance application.

Passed and approved May 11, 2020.

Mayor

Attest.

City Clerk

ADOPTED:

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

8C4

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

3-19-0134-003 (FY20)

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Tipton, Iowa

* b. Employer/Taxpayer Identification Number (EIN/TIN):

42-6005280

* c. Organizational DUNS:

0511001130000

d. Address:

* Street1:

407 Lynn Street

Street2:

* City:

Tipton

County/Parish:

Cedar

* State:

IA: Iowa

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

52772-1633

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Brian

Middle Name:

* Last Name:

Wagner

Suffix:

Title:

City Manager

Organizational Affiliation:

City of Tipton, Iowa

* Telephone Number:

563-886-6564

Fax Number:

* Email:

citymanager@tiptoniowa.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Land Acquisition - Purchase Parcel C-Fee Title

Attach supporting documents as specified in agency instructions.

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="178,427.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="178,427.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ on _____	% as approved by _____ (Date) (2 CFR part 200, appendix VII). <div style="text-align: right;">(the Cognizant Agency)</div>
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, 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 Sponsor, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative 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 subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

There is no change in usage of land adjacent to the Airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is NOT in default

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Yes

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Yes

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NONE

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Parcel C - Fee Title

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20-106	
2. Functional or Other Breakout:	Airport Improvement Project

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 4,000
2. Preliminary expense			
3. Land, structures, right-of-way			155,000
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			12,777
6. Project inspection fees			6,650
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 178,427
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			178,427
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 178,427
19. Federal Share requested of Line 18			178,427
20. Grantee share			
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 178,427

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Land Acquisition
AIRPORT: Mathews Memorial Airport
1. Objective: Acquire land to relocate runway in order to meet FAA safety requirements.
2. Benefits Anticipated: Relocating runway to meet safety requirements will improve the safety of the airport.
3. Approach: (See approved Scope of Work in Final Application) Land Acquisition and Relocation Assistance for Airport Improvement Program - AC 150/5100-17
4. Geographic Location: Mathews Memorial Airport, Tipton, Iowa, Cedar County, Iowa USA
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Brian Wagner - City Manager, City of Tipton 407 Lynn Street, Tipton, Iowa 52772-1633 Phone: (515) 886-6187



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Tipton, Iowa

Airport: Mathews Memorial Airport

Project Number: 3-19-0134-003

Description of Work: Land Acquisition - Parcel C - Fee Title

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Mathews Memorial Airport

Address: 1118 Airport Road, Tipton, IA 52772

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Tipton

Name of Sponsor's Authorized Official: Brian Wagner

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Tipton

Airport: Mathews Memorial Airport

Project Number: 3-19-0134-003

Description of Work: Land Acquisition - Parcel C - Fee Title

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes ☐ No ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☒ Yes ☐ No ☐ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☒ Yes ☐ No ☐ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
- ☒ Yes ☐ No ☐ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☒ Yes ☐ No ☐ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☒ Yes ☐ No ☐ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☒ Yes ☐ No ☐ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
 - b. Supporting documents for settlements included in the project files.
- ☒ Yes ☐ No ☐ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

☒ Yes ☐ No ☐ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☒ Yes ☐ No ☐ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Tipton

Name of Sponsor's Authorized Official: Brian Wagner

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Tipton

Airport: Mathews Memorial Airport

Project Number: 3-19-0134-003

Description of Work: Land Acquisition - Parcel C - Fee Title

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Tipton

Name of Sponsor's Authorized Official: Brian Wagner

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Tipton

Airport: Mathews Memorial Airport

Project Number: 3-19-0134-003

Description of Work: Land Acquisition - Parcel C - Fee Title

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Tipton

Name of Sponsor's Authorized Official: Brian Wagner

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

HARGRAVE'S

301 Cedar Street - Rear • Tipton, IA 52772

Phone: 563-886-6151

Fax: 563-886-6150

April 18, 2020

City of Tipton

To Whom Concerned:

In reference to the attached proposal, it is my suggestion in order to facilitate a readily workable agreement concerning the farm lease and fence line issues concerning your proposed acquisition of my property, that at the time of acquisition I simply pay you in advance the amount of rent which I receive for for the approximate 14 acres for two years ($14 \times 165 = \$2310 \times 2 \text{ years} = \4620). In this manner I am able to complete my lease with my tenant and the current fencing stays in place. The adjoining landowner and my tenant are both able to continue with their crop and livestock production for the next two years. The fence being less than eight years old is very adequate and each side is able and responsible to maintain their respective side. I will maintain my present insurance on the rented portion as well as all of my farm.

This way the City of Tipton gets their income in advance and hopefully within two years the adjoining property issues are resolved and the City then can address however they want to handle property ownership, fence, rental, and any and all related issues.

This seems reasonable and fair for all parties involved to me. If there are other considerations or differences on this, please contact me. Thank you for your attention to this matter.

Sincerely,

Phillip D Hargrave

Phillip D Hargrave
Revocable Trust

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between **PHILIP D. HARGRAVE**, an unmarried person, ("SELLER"), and the **CITY OF TIPTON, IOWA**, an Iowa municipal corporation, ("BUYER"), as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of the real property ("Property") situated in the City of Tipton, Cedar County, Iowa, legally described and shown on the attached Acquisition Plat, *Exhibit A*, incorporated by this reference.

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be One Hundred Fifty-Five Thousand and 00/100 Dollars (\$155,000.00) upon performance of SELLER'S obligations and satisfaction of BUYER'S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. **REAL ESTATE TAXES.**

A. SELLER shall pay at time of closing all delinquent taxes due and owing with respect to the Property. Unless otherwise provided in this Agreement, at closing SELLER shall pay BUYER, or BUYER shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

B. BUYER shall pay all subsequent real estate taxes to the extent required by law.

3. **SPECIAL ASSESSMENTS.**

A. SELLER shall pay at time of closing all installments of special assessments that are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

B. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

4. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance.

5. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLER'S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall be held on or before **June 1, 2020**, or such other date as the parties may mutually agree. SELLER acknowledges time is of the essence and agrees to take reasonable steps to close as soon as reasonably possible following the Effective Date.

6. **CONDITION OF PROPERTY.** SELLER shall preserve the Property in its present condition until BUYER takes possession. Unless otherwise provided in this Agreement, SELLER makes no warranties, expressed or implied, as to the condition of the Property.

7. **ABSTRACT AND TITLE.** SELLER shall provide BUYER an existing abstract of title to the Property, to the extent it is in possession of one, to be continued through the Effective Date of this Agreement by BUYER at BUYER'S expense for examination by BUYER'S attorney. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLER shall promptly cooperate with every reasonable effort to perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days written notice to the other party.

8. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

9. **ENVIRONMENTAL MATTERS.**

A. SELLER warrants to the best of its knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks located on the Property, which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants the property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks. SELLER shall also provide BUYER with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed in an addendum prepared by SELLER and attached hereto and incorporated herein by this reference.

B. BUYER may at its expense, at any time prior to closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any

hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

10. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

11. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty Deed prepared by BUYER at BUYER'S expense.

12. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

14. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

15. REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

16. CERTIFICATION. BUYER and SELLER each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and

expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

17. **APPROVAL BY CITY COUNCIL.** In the performance of this Agreement, BUYER as an Iowa municipal corporation, shall take all action legally required of a municipal corporation relative to the purchase of real property including but not limited to considering required resolutions. This Agreement shall be expressly contingent upon approval by the City Council for Tipton, Iowa.

18. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

19. **ADDITIONAL PROVISIONS.**

1. Farm Lease Agreement: The parties may enter into a separate Farm Lease Agreement for this property upon transfer from BUYER to SELLER

2. Fence Line: [Include Additional Provisions]

20. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

SELLER

PHILIP D. HARGRAVE, an unmarried person

BUYER

CITY OF TIPTON, IOWA,
an Iowa municipal corporation

Dated this 18 day of April, 2020.

Dated this _____ day of _____, 2020.

By: Philip D. Hargrave
Philip D. Hargrave

By: _____
Bryan Carney, Mayor

Attest:

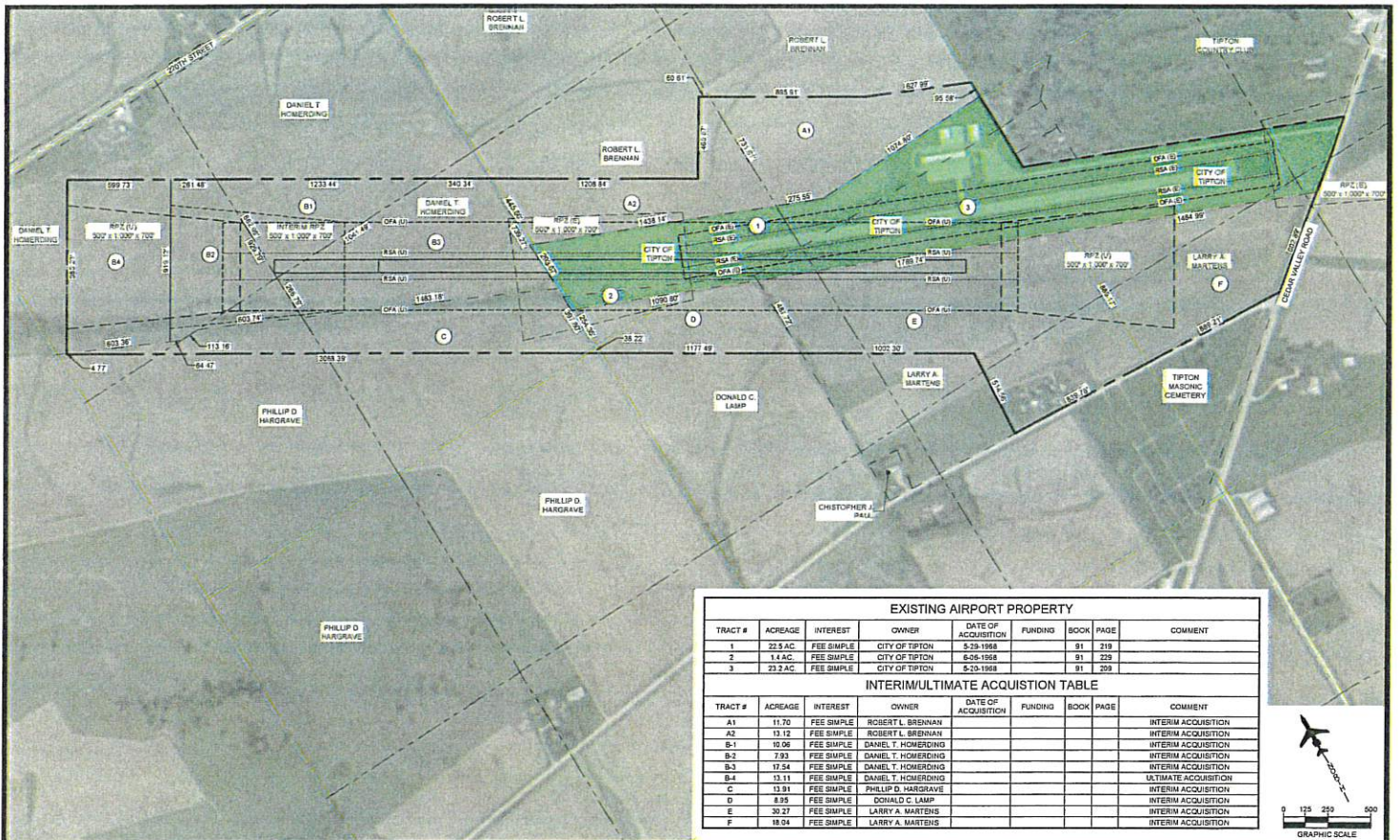
Amy Lenz, City Clerk

Address: 996 220th Street
Tipton, Iowa 52772

Telephone: (563) 886-6864
(cell)

Address: City Hall
407 Lynn Street
Tipton, Iowa 52772

Telephone: (563) 886-6187



EXISTING AIRPORT PROPERTY							
TRACT #	ACREAGE	INTEREST	OWNER	DATE OF ACQUISITION	FUNDING	BOOK	PAGE
1	22.5 AC	FEE SIMPLE	CITY OF TIPTON	5-23-1968		91	219
2	1.4 AC	FEE SIMPLE	CITY OF TIPTON	5-23-1968		91	229
3	23.2 AC	FEE SIMPLE	CITY OF TIPTON	5-23-1968		91	259

INTERIM/ULTIMATE ACQUISITION TABLE							
TRACT #	ACREAGE	INTEREST	OWNER	DATE OF ACQUISITION	FUNDING	BOOK	PAGE
A1	11.70	FEE SIMPLE	ROBERT L. BRENNAN				
A2	13.12	FEE SIMPLE	ROBERT L. BRENNAN				
B-1	10.06	FEE SIMPLE	DANIEL T. HOMERDING				
B-2	7.93	FEE SIMPLE	DANIEL T. HOMERDING				
B-3	17.24	FEE SIMPLE	DANIEL T. HOMERDING				
B-4	13.11	FEE SIMPLE	DANIEL T. HOMERDING				
C	13.91	FEE SIMPLE	PHILLIP D. HARGRAVE				
D	8.95	FEE SIMPLE	DONALD C. LAMP				
E	30.27	FEE SIMPLE	LARRY A. MARTENS				
F	18.04	FEE SIMPLE	LARRY A. MARTENS				

LAND COST BREAKDOWN																
Airport: Mathews Memorial Airport				Location: Tipton, Iowa				FAA Grant Project No: 3-19-0134-003 (FY20)				Date 5/6/2020				
1 Parcel No.	2 Prop. Type	3 Fee or Easement	4 Appraisal Amount	5 Revised Appraisal	6 Offer Amount	7 Acq. Date	8 Purchase Price	9 Appraisal Fee	10 Rev Apprsl Fee	11 Attorney Fee	12 Other Costs	13 Credits	14 Moving Costs	15 RHP	16 DSS	17 Total
C			\$ 155,000.00	\$ 155,000.00	\$ 155,000.00	TBD	\$ 155,000.00	\$ 3,600.00	\$ 1,400.00	\$ 3,000.00	\$ 15,427.00	\$ -	\$ -	\$ -	\$ -	\$ 178,427.00
			\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total:			\$ 155,000.00	\$ 155,000.00	\$ 155,000.00	-	\$ 155,000.00	\$ 3,600.00	\$ 1,400.00	\$ 3,000.00	\$ 15,427.00	\$ -	\$ -	\$ -	\$ -	\$ 178,427.00

Column Header Notes:

1 Parcel No. As indicated on Exhibit "A"

2 Prop. Type Indicate property type: Residential, Business, or Farm

3 Type of Purchase Indicate purchase type: Fee or Easement

4 Appraisal Amount Appraisal amount

5 Revised Appraisal Revised appraisal amount

6 Offer Amount Amount of written offer. Amount should match Appraisal or Revised Appraisal Amount.

7 Acq. Date Acquisition date as reflected on deed or other document

8 Purchase Price Agreed amount of settlement

9 Appraisal Fee Appraisal fee amount

10 Rev. Apprsl. Fee Review appraisal fee amount

11 Attorney Fee Amount of Attorney fee

12 Other Costs Negotiation, closing and other incidental costs—Explain in comments

13 Credits Amounts received on sale or rental after purchase Note: Show as a negative number so that built-in formula works properly.

14 Moving Costs Amounts paid to displaced persons for moving

15 RHP Replacement Housing Payments to owners or tenants

16 DSS Indicate Sponsor inspection for decent, safe and sanitary housing

17 Total Column automatically calculates all costs under columns 8-16.

Comments: For item 12 (other costs), see attached spreadsheet and below notes.

This consists of 4 main areas that aren't shown in other columns

1) Phase 1 ESA - \$1,650

2) Engineering costs that were incurred from 2013-2016 that are broken down into pro-rata share of costs for all parcels (9 parcels)

--Airspace Analysis - \$5,000

--Phase 1 - \$7,500 (initial coordination, development of exhibit A, verify NEPA are met)

--Phase 2 - \$35,000 (developed plats for all parcels, coordinated primary and review appraisals, coordinated title searches, coordinated Phase 1 ESAs)

\$47,500 / 9 parcels = \$5,277.78 or \$5,277

3) Engineering costs for Hargrave parcel 2019-2020 - \$7,500 (\$15,000 contract for parcels C & D but grant app is only for C) (updating plat, updating Exhibit A, setting pins after closing)

4) Abstract - \$1,000

Location: Tipton, Iowa

Date 5/6/2020

[illegible]

Comments: For item 12 (other costs), see attached spreadsheet and below notes.

- | | |
|---------------------|--|
| 1 Parcel No. | As indicated on Exhibit "A" |
| 2 Prop. Type | Indicate property type: Residential, Business, or Farm |
| 3 Type of Purchase | Indicate purchase type: Fee or Easement |
| 4 Appraisal Amount | Appraisal amount |
| 5 Revised Appraisal | Revised appraisal amount |
| 6 Offer Amount | Amount of written offer. Amount should match Appraisal or Revised Appraisal Amount. |
| 7 Acq. Date | Acquisition date as reflected on deed or other document |
| 8 Purchase Price | Agreed amount of settlement |
| 9 Appraisal Fee | Appraisal fee amount |
| 10 Rev. Apprsl. Fee | Review appraisal fee amount |
| 11 Attorney Fee | Amount of Attorney fee |
| 12 Other Costs | Negotiation, closing and other incidental costs—Explain in comments |
| 13 Credits | Amounts received on sale or rental after purchase Note: Show as a negative number so that built-in formula works properly. |
| 14 Moving Costs | Amounts paid to displaced persons for moving |
| 15 RHP | Replacement Housing Payments to owners or tenants |
| 16 DSS | Indicate Sponsor inspection for decent, safe and sanitary housing |
| 17 Total | Column automatically calculates all costs under columns 8-16. |

This consists of 4 main areas that aren't shown in other columns

- 1) Phase 1 ESA - \$1,650
- 2) Engineering costs that were incurred from 2013-2016 that are broken down into pro-rata share of costs for all parcels (9 parcels)
 - Airspace Analysis - \$5,000
 - Phase 1 - \$7,500 (initial coordination, development of exhibit A, verify NEPA is met)
 - Phase 2 - \$35,000 (developed plats for all parcels, coordinated primary and review appraisals, coordinated title searches, coordinated Phase 1 ESAs)
 - \$47,500 / 9 parcels = \$5,277.78 or \$5,277
- 3) Engineering costs for Hargrave parcel 2019-2020 - \$7,500 (\$15,000 contract for parcels C & D but grant app is only for C)
(updating plat, updating Exhibit A, setting pins after closing)
- 4) Abstract - \$1,000

RESOLUTION NO. _051120C_

RESOLUTION AUTHORIZING THE CITY OF TIPTON'S APPLICATION TO THE
DEPARTMENT OF TRANSPORTATION'S NATIONAL INFRASTRUCTURE INVESTMENTS
UNDER THE CONSOLIDATED APPROPRIATIONS ACT, 2020 (KNOWN AS THE BETTER
UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT, OR
"BUILD TRANSPORTATION GRANTS," PROGRAM) FOR THE
HIGHWAY 38 IMPROVEMENTS PROJECT

(Note: Final dollar amounts will be given at the Council meeting.)

WHEREAS, the Department of Transportation's National Infrastructure Investments "BUILD Transportation Grants" program provides funds for surface transportation infrastructure projects that will have a significant local or regional impact; and

WHEREAS, the East Central Intergovernmental Association is preparing a grant application on behalf of the City to the Department of Transportation's National Infrastructure Investments "BUILD Transportation Grants," program for improvements to Highway 38, due May 18, 2020; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa that:

Section 1.) The City of Tipton supports the BUILD grant application requesting \$?,???,??? for the Highway 38 Improvements Project, which will go toward increasing pedestrian and motorist safety, enhancing streetscapes, encouraging cleanup and other development, improving pedestrian and recreational connectivity with important points-of-interest and recreational opportunities, strengthening fire-protection capabilities, eliminating or reducing flooding, and improving waste water collection and treatment.

Section 2.) The City of Tipton is expecting \$?,???,??? from the Iowa DOT in non-federal aid funds to complete the Highway 38 Improvements, if awarded a BUILD grant in FY 2020.

Passed and approved this 11th day of May 2020.

Bryan Carney, Mayor

ATTEST:

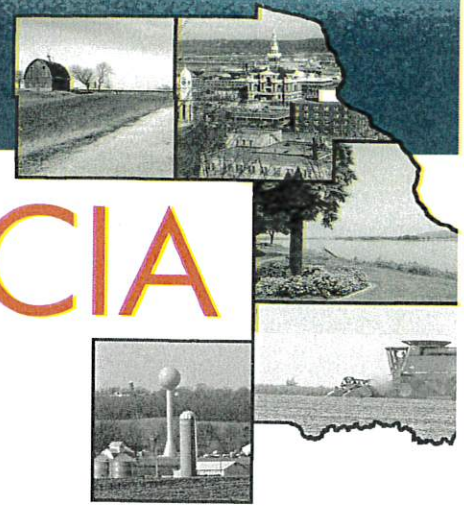
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution
__051120C__ which was passed by the Tipton City Council this 11th day of May 2020.

Amy Lenz, City Clerk

East Central Intergovernmental Association a regional response to local needs



May 4, 2020

Brian Wagner, City Administrator
City of Tipton
407 Lynn Street
Tipton, IA 52772

Dear Mr. Wagner:

I am pleased to provide you with an amended proposal to prepare the Department of Transportation's National Infrastructure Investments "BUILD Transportation grants," program grant application. The BUILD grant is due May 18, 2020 and is a reapplication of the Highway 38 Improvements project that was submitted last year. This proposal is based on meeting the specific guidelines of the grant program and implementing feedback from a recent debrief call with the Department of Transportation.

ECIA staff will provide graphic design and layout services for this grant program based on our ECIA approved billable hourly rates of \$87.00/hour for Project Managers. In addition to the approved estimated cost of \$2,375 for grant writing services and cost benefit analysis, we propose to bill the City an additional \$1,000 for discussions on narrative design and layout, and grant-related graphic designs services that the City Manager feels will help the grant stand out. Marla Quinn, Grants and Municipal Coordinator, will be the designated lead for this additional work.

Original Scope of Work to be performed by ECIA, includes:

- Carefully reading the grant guidelines;
- Rewriting narrative language as outlined by the guidelines and based on feedback from debrief call;
- Working with designated representatives in obtaining any required attachments;
- Providing advice regarding any questions or strategy for the proposal;
- Packaging full proposal and submitting prior to deadline.

Amended Scope of Work to be performed by ECIA, includes:

- Develop new design and layout;
- Carefully read grant guidelines to ensure adherence with new design;
- Incorporate final narrative language into new layout;
- Develop prominent graphics;

- Discuss and develop letters of support for businesses and legislators (City is responsible for contracting businesses)

This proposal does not include ECIA becoming involved in any fundraising aspects of the project or meeting with or attending any State meetings on behalf of your organization.

If the above scope of work and cost estimate is acceptable for preparing the grant proposals, please **sign and date as indicated on the second page of this letter. Keep one copy for your files and return one original to ECIA for our files.** Staff can begin work on the proposal immediately, after this proposal is signed and returned to ECIA.

Thank you for considering ECIA! Should you have any questions, feel free to contact me at 563-556-4166.

Sincerely,



Kelley Hutton Deutmeyer
Executive Director

cc: Marla Quinn, Grants and Municipal Coordinator

Signed:

City of Tipton Representative

Date

Attest

Date