

RESOLUTION NO. _____

RESOLUTION TO APPROVE PURCHASE AGREEMENT BETWEEN TODD PHILPOTT D/B/A PHILPOTT PROPERTIES R LLC, SELLER, AND CITY OF TIPTON, IOWA, BUYER, RELATED TO PROPERTY LOCATED AT 524 CEDAR STREET, TIPTON, IOWA.

WHEREAS, City staff and Todd Philpott d/b/a Philpott Properties R LLC, hereinafter “Philpott”, have been in discussions with regard to the potential transfer of property owned by Philpott by the City, same being located at 524 Cedar Street. Tipton, Iowa and commonly known Rhino’s, and

WHEREAS, An Offer to Buy Real Estate and Acceptance, the “Offer”, setting forth the terms and provisions of the proposed property transfer has been drafted on behalf of the City and forwarded to Philpott for review and consideration, a copy of same being appended hereto and is by this reference incorporated herein as if same had been set forth fully verbatim herein, and

WHEREAS, City staff has participated in the drafting of the “Offer” and finds that it accurately sets forth the terms and provisions deemed to be acceptable by Staff and believed to be acceptable by the City Council, and

WHEREAS, Philpott has not yet agreed to all terms and provisions as set forth in the Offer and therefore, with the Council approval of the agreement City staff would be in a position to inform Philpott that the offer has been formalized and he can then choose to accept, reject, or counter the offer, and

WHEREAS, the City anticipates that the Rhino’s property, if acquired by the City, will be transferred to a local developer/developer group, however, recognizes that the proposed agreement between the developer/developer group includes certain contingencies, and based thereon it is possible that the City may continue to own the property if the transfer to the developer does not occur, and

WHEREAS, the City Council is also aware of a number of grant applications being worked on by City staff and others and understands that time is of the essence, and that the City taking ownership of the property will allow the City to apply for and potentially receive grants to assist in covering costs associated with the investigation, inspection, and abatement of certain hazardous materials from the property and to also assist with costs associated with roof repair or replacement, and

WHEREAS, the City Council finds that the approval of the proposed offer, and ownership of the property, to be in the best interests of the City, whether or not the anticipated sale to the developer/development group comes to fruition, and further finds that the City Manager should be authorized to present the Offer to the property owner for consideration with the City Manager having the authority to make minor amendments to the Offer if necessary to reach an agreement with the property owner, with the Offer and Acceptance, as amended, to be brought back to the City Council for final review and approval at a subsequent meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa does hereby approve the terms and provisions of the attached Offer, authorizes the City Manager to present the offer to the property owner, further authorizing the City Manager to make any minor amendments to the agreement deemed appropriate to bring about an agreement with the property owner, the amended agreement to be brought back to the City Council for final review and approval at a subsequent meeting.

PASSED AND APPROVED this 24th day of January 2022.

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 _____ which was passed by the Tipton City Council this 24th day of January 2022.

Amy Lenz, City Clerk



OFFER TO BUY REAL ESTATE AND ACCEPTANCE (NONRESIDENTIAL)

TO: Todd Philpott d/b/a Philpott Properties R LLC, (SELLER)

The undersigned BUYER hereby offers to buy and the undersigned SELLER by its acceptance agrees to sell the real property situated in Tipton, Iowa, locally known as Rhino's Grill 524 Cedar St, Tipton, IA 52772 and legally described as:

Part of Lots 11 and 12, Block 11, Tipton, Cedar County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of said Lot 12, thence running South 42-1/2 feet thence East 62-1/2 feet; thence North 42-1/2 feet; thence West 62-1/2 feet to the point of beginning, subject to zoning, easements, covenants and restrictions of record

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, is permitted to use the Property for Commercial purposes.

1. **PURCHASE PRICE.** The Purchase Price shall be \$1.00 and the method of payment shall be as follows: \$0.00 with this offer; and the balance of the Purchase Price, as follows: Balance of \$1.00 to be paid at Real Estate Closing
2. **REAL ESTATE TAXES.** Buyer and Seller shall share equally in all currently delinquent taxes with Buyer agreeing to be responsible for all other accrued and accruing taxes, including those due in March, 2022 and beyond.
3. **SPECIAL ASSESSMENTS.**
 - A. BUYER shall pay all special assessments or installments presently existing against the property, subject to paragraph B immediately below.
 - B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by 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. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
5. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to Buyer within thirty (30) days of the completion of all pre-purchase environmental assessments, and any adjustments of rent, insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of

possession. Closing shall occur after the approval of title by BUYER and vacation of the Property by SELLER. SELLER agrees to permit BUYER to inspect the Property within forty-eight (48) hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:

A. Upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.

6. **FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.
7. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the property.

A. BUYER acknowledges that it has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

8. **ABSTRACT AND TITLE.** SELLER shall promptly obtain an abstract of title to the Property, and deliver it to BUYER'S attorney for updating at Buyer's expense and examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly 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 days written notice to the other party. The abstract shall become the property of BUYER when the Purchase Price is paid in full. BUYER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or his assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.
9. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, BUYER shall pay the costs thereof. BUYER may, at BUYER'S expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
10. **ENVIRONMENTAL MATTERS.**

A. SELLER warrants to the best of his knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that 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 here: none.

B. BUYER may at its expense, within thirty (30) days after the date of acceptance, 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 in excess of \$0.00 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.

11. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER.
12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLER, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLER, then the proceeds of this sale, and any continuing or recaptured rights of SELLER in the Property, shall belong to SELLER as joint tenants with full rights of survivorship and not as tenants in common; and BUYER in the event of death of any SELLER, agrees to pay any balance of the price due SELLER under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with Paragraph 15.
13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
14. STATEMENT AS TO LIENS. N/A
15. USE OF PURCHASE PRICE. N/A
16. APPROVAL OF COURT. N/A
17. REMEDIES OF THE PARTIES.

A. If BUYER fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER'S may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, SELLER agrees to reimburse BUYER for all payments and expenses incurred by Buyer associated with this

transaction.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. 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.
19. 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, neutral or other gender according to the context.
20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.
21. CERTIFICATION. Buyer and Seller each certify that they are 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 attorney's fees and costs) arising from or related to my breach of the foregoing certification.
22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
23. ADDITIONAL PROVISIONS.
 - a. Seller shall be entitled to remove any and all personal possessions from the property in advance of closing.
 - b. Closing may be delayed to allow any additional pre-ownership environmental inspections deemed necessary and appropriate by the Buyer.
 - c. Buyer shall be given keys to the property and full access to the property after the execution and approval of this Offer to Buy Real Estate and Acceptance for purposes of planning for renovations, obtaining bids, etc.
 - d. The Buyer may enter into contracts related to the repair or replacement of the roof at any time after the execution hereof and roof repair and/or replacement and associated repair/replacement work may be commenced prior to closing.
 - e. The Seller acknowledges his understanding that the Buyer is pursuing funds related to roof replacement and repair and that they are permitted to move forward with said repairs even if this transaction has not yet closed.
 - f. Buyer agrees to acknowledge the "gifting" of the property by Seller to Buyer so

that Buyer may take advantage of any available tax deductions at request of Seller.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before _____, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted _____
SELLER

Dated _____
BUYER

Todd Philpott, d/b/a Philpott Properties R
LLC

Bryan Carney, Mayor of City of Tipton,
Iowa

Address : 6411 Wolf Creek Trail, Cedar
Rapids, IA 52411
Telephone: (319) 310-1584

Address : 407 Lynn Street, Tipton, IA
52772
Telephone: (563) 886-6187

RESOLUTION NO. _____

RESOLUTOIN TO APPROVE PURCHASE AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA, SELLER, AND A DEVELOPMENT GROUP LED BY STUART CLARK, BUYER, RELATED TO PROEPRTY LOCATED AT 524 CEDAR STREET, TIPTON, IOWA

WHEREAS, City staff and Stuart Clark, as a representative of a Development Group, “Developer”, have been in discussions with regard to the potential transfer of property being purchased by the City from Philpott, located at 524 Cedar Street, said purchase by the City being pursued to facilitate a variety of grant applications only available to the City with the goal of transferring the property to the Development Group, of which Stuart Clark is a representative, and

WHEREAS, An Offer to Buy Real Estate and Acceptance, the “Offer”, setting forth the terms and provisions of the proposed property transfer has been drafted on behalf of the City and forwarded to Developer for review and consideration, a copy of same being appended hereto and is by this reference incorporated herein as if same had been set forth fully verbatim herein, and

WHEREAS, City staff has participated in the drafting of the “Offer” and finds that it accurately sets forth the terms and provisions deemed to be acceptable by Staff and believed to be acceptable by the City Council, and

WHEREAS, Developer has not yet agreed to all terms and provisions as set forth in the Offer and therefore, with the Council approval of the agreement City staff would be in a position to inform Developer that the terms of the offer have been reviewed and approved by the Council, and if presented to the Council by the Developer in a form substantially similar thereto, that the Council would approve and accept the offer, and

WHEREAS, the City Council is also aware of a number of grant applications being worked on by City staff and others and understands that time is of the essence, and that the City taking ownership of the property will allow the City to apply for and potentially receive grants to assist in covering costs associated with the investigation, inspection, and abatement of certain hazardous materials from the property and to also assist with costs associated with roof repair or replacement prior to the transfer of the property to the Developer, and

WHEREAS, the City Council finds that the transfer of the property to the Developer, contingent upon the City taking ownership of the property, so that the property may be renovated and developed by the Developer is in the best interests of the City, and further finds that the City Manager should be authorized to present the Offer to the Developer consistent with the terms set forth herein and in the offer, with the City Manager having the authority to make minor amendments to the Offer if necessary to reach an agreement with the property owner, with the Offer and Acceptance, as amended, to be brought back to the City Council for final review and approval at a subsequent meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa does hereby approve the terms and provisions of the attached Offer, authorizes the City Manager to communicate the Council’s agreement to said terms and to deliver the proposed offer to the Developer for consideration and potential execution and delivery to the City for acceptance, and authorizing the City Manager to accept the offer so long as the offer is substantially consistent with the terms currently set forth therein and approved by this Resolution, with the agreement, if amended, to be brought back to the City Council for final review and approval at a subsequent meeting, further noting that any

agreement to sell by City to Developer is contingent upon the City taking ownership of the property and any and all other contingencies set forth within the Offer to Buy Real Estate and Acceptance.

PASSED AND APPROVED this 24th day of January 2022.

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 _____ which was passed by the Tipton City Council this 24th day of January 2022.

Amy Lenz, City Clerk



OFFER TO BUY REAL ESTATE AND ACCEPTANCE (NONRESIDENTIAL)

TO: City of Tipton, Iowa, (SELLER)

The undersigned BUYER hereby offers to buy and the undersigned SELLER by its acceptance agree to sell the real property situated in Tipton, Iowa, locally known as Rhino's Grill 524 Cedar St, Tipton, IA 52772 and legally described as:

Part of Lots 11 and 12, Block 11, Tipton, Cedar County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of said Lot 12, thence running South 42-1/2 feet thence East 62-1/2 feet; thence North 42-1/2 feet; thence West 62-1/2 feet to the point of beginning, subject to zoning, easements, covenants and restrictions of record

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, is permitted to use the Property for Commercial purposes.

1. **PURCHASE PRICE.** The Purchase Price shall be equal to the expenses incurred by the City related to Roof Repairs, including testing for hazardous materials, abatement of hazardous materials such as but not necessarily limited to Asbestos, and repair/replacement of the roofing system on the property. The "expenses" shall not include or be based upon any grants received, costs of grant administration, etc. The Expenses shall only be the actual out of pocket expense to the City tied to the actual roof repair/replacement. Purchase Price shall be satisfied by the payment of \$0.00 with this offer, with the balance of the Purchase Price to be paid at Real Estate Closing.
2. **REAL ESTATE TAXES.** Seller shall pay and any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes.

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.

3. **SPECIAL ASSESSMENTS.**

A. SELLER shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance, _____.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER.

C. 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.

D. BUYER shall pay all other special assessments or installments not payable by 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. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date. (Seller shall in its sole discretion determine the amount of insurance to purchase with regard to the premises.)
5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to Buyer on such date as can be agreed to by the parties, with the further understanding, that should the parties not be able to reach agreement on a closing date, that either party may give the other party at least thirty (30) days' notice of three proposed closing dates and times, falling between the 30th and 45th day following the notice, and if the other party does not agree to one of the proposed dates and times, which shall fall on a Monday – Friday between 8 am and 5 pm not including federal or state holidays, the party providing notice may choose to void the agreement by written notice to the other party, and this agreement shall in that event be null and void. However, any party wishing to declare this agreement null and void may not do so unless said party has either met all of its obligations under this agreement and/or has the agreement of the other party to declare same as void. Any adjustments of rent, insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYER and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agrees to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:

A. Upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following: none . The following items shall not be included: n/a
7. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. (Subject to the provisions of Paragraph 4 above, which states in part "In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages." SELLER makes no warranties, expressed or implied, as to the

condition of the property.

A. BUYER acknowledges that Buyer has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE. SELLER, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, _____, and deliver it to BUYER'S attorney for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly 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 days written notice to the other party. The abstract shall become the property of BUYER when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.
9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLER shall pay the costs thereof. BUYER may, at BUYER'S expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
10. ENVIRONMENTAL MATTERS.

A. SELLER warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that 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 here: None

B. BUYER may at their expense, within 7 days after the date of acceptance, 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 in excess of \$0.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYER all earnest money paid 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.

11. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER.
12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. N/A
13. JOINDER BY SELLER'S SPOUSE. N/A
14. STATEMENT AS TO LIENS. N/A
15. USE OF PURCHASE PRICE. N/A
16. APPROVAL OF COURT. N/A
17. REMEDIES OF THE PARTIES.
 - A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
 - B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to them.
 - C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.
18. 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.
19. 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, neutral or other gender according to the context.
20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.
21. CERTIFICATION. Buyer and Seller each certify that they are 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 attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
23. ADDITIONAL PROVISIONS:
- a. The sale of the premises/property to the Buyer is contingent upon the City and the Buyer, or entity created on behalf of the Buyer, entering into a valid and enforceable Development Agreement that includes the following provisions, not intending same to be an all-inclusive list of required provisions.
 - i. Developer agrees to construct two apartments (plus amenities) on the upper floor of the property, and
 - ii. Developer agrees to construct a sports bar/restaurant on the first floor of the property.
 - iii. City agrees to provide the following minimum incentives:
 1. TIF Grant tied to upper story improvements: \$100,000
 2. TIF Grant tied to first floor improvements: \$50,000

All of the above being subject to a City Council approved development agreement and Urban Renewal Plan Amendments. (Subject to public process as required by Iowa Code.)

- b. The sale of the premises is contingent upon the City being awarded an Iowa Economic Authority "Downtown Housing Grant" in an amount determined by the Development Group to be sufficient to complete the upper story apartment project.
- c. The Developer is buying the property "as is" as noted in the above agreement and by executing this agreement acknowledges that Developer has received a copy of the Phase I Environmental Evaluation and is aware of its' contents and recommendations.
- d. The Seller and Buyer acknowledge that while this agreement has been signed by Stuart Clark, that he is only one of a group of developers working together (Development Group) to acquire and renovate this building and that the Development Group will be creating a separate legal entity to purchase the property and to be bound to the conditions and provisions of this agreement. The parties agree that when said legal entity has been created that the BUYER identified herein, Stuart Clark, may assign and transfer his interest herein to the newly created "Development Group" entity.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before _____, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted _____
SELLER

Dated _____
BUYER

Bryan Carney, Mayor of City of Tipton,
Iowa

Stuart Clark

Address : 407 Lynn Street, Tipton, IA
52772
Telephone: (563) 886-6187

Address : PO Box 271, Tipton, IA 52772
Telephone: (563) 357-2606

RESOLUTION NO. _____

RESOLUTION TO APPROVE CONTRACT BETWEEN THE CITY OF TIPTON, IOWA AND DC TALOR, CO. TO REPAIR THE ROOF SYSTEM AT 524 CEDAR STREET, TIPTON, IOWA, CONSISTENT WITH THE PROPOSAL SUBMITTED BY DC TAYLOR, CO., SUBJECT TO FULL COMPLIANCE WITH ANY AND ALL REQUIRED DNR and/or OSHA INSPECTION and/or ABATEMENT REQUIREMENTS, IF ANY, PRIOR TO THE ROOF REPAIR PROJECT MOVING FORWARD, AND DIRECTING THE CITY MANAGER TO ENTER INTO A WRITTEN CONTRACT WITH DC TAYLOR, CO. CONSISTENT HEREWITH

WHEREAS, in contemplation of taking title to the property commonly known as Rhino's, located at 524 Cedar Street, and the subsequent transfer of same to a local Development Group, the City has obtained bids to repair the failing roof system on the property, and

WHEREAS, City staff has reviewed bids and finds that the bid submitted by DC Taylor, Co. should be accepted and approved by the City Council, said bid being the low bid and otherwise acceptable, and

WHEREAS, City staff has been working on grant applications to assist with the roofing repair/replacement project and the Council finds that the acceptance and award of the DC Taylor, Co. bid shall be subject to the City being successful in said grant application, with a minimum grant of at least \$ _____ or ½ of the project cost being awarded, and

WHEREAS, The Council finds that the acceptance of the bid and award of a contract between the City and DC Taylor, Co. must be contingent upon the City entering into a valid and enforceable purchase agreement with the current owner of the property and/or holding title to the property, and

WHEREAS, the City Council further finds that the acceptance of the bid and award of a contract between the City and DC Taylor, Co. must be contingent upon City staff determining that any and all pre-repair inspections and abatement has occurred, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa does hereby accept the bid of DC Taylor, Co. and does hereby authorize the City Manager to enter into a contract with DC Taylor, Co. to perform said roof repairs/replacement consistent with their bid, at such time as all contingencies set forth in the body of this Resolution have been met.

PASSED AND APPROVED this 24th day of January 2022.

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 _____ which was passed by the Tipton City Council this 24th day of January 2022.

Amy Lenz, City Clerk



Agreement between Owner and Contractor
Construction Contract

D. C. Taylor Co. Proposal # QUO-26833-Y7W6D5-1

This Proposal is effective from 1/21/2022 and will expire if not accepted by 2/21/2022.

OWNER

Owner Rhino's Grill Building
Attention Linda Beck
Owner's Representative
Address 407 Lynn St
Tipton IA 52772

CONTRACTOR

Contractor D. C. Taylor Co.
Submitted by Ben Fashimpaur
Authorized D. C. Taylor Co. Representative
Contractor's License # C098072

PROJECT

Project Name Rhino's Grill (City of Tipton)-Tipton-
Main Area Reroof
Project Size 2,400 square feet
Site Address 524 Cedar St
Tipton IA 52772

PRICING

Total Contract Price \$29,520.00
Payment Terms 30 Days

Executed by _____
Owner's Representative

Date _____

Submitted by _____
Authorized D. C. Taylor Co. Representative

D. C. Taylor Co.

Agreement between Owner and Contractor

Construction Contract

SCOPE OF WORK

1. Erect and maintain D. C. Taylor Co. fall protection system as per OSHA requirements, utilizing D. C. Taylor Co. Safety Specifications.
2. Remove and dispose of existing wall, pipe and curb flashings, and miscellaneous debris.
3. Cut and lay flat any blisters and ridges in roof surface. Leave existing parapet wall tile coping caps in place.
4. Furnish and install one (1) layer of new, ½" moisture-resistant polystyrene insulation separation board, mechanically fastened in place.
5. Furnish and install 60 mil, white, reinforced TPO roof membrane and flashing system over entire roof area in a mechanically fastened design with all seams permanently hot-air-welded together.
6. Furnish and install new aluminum termination counterflashings to all walls and curbs as per manufacturer's system guidelines.
7. Furnish and install new sacrificial membrane pads under all free-standing equipment.
8. Upon completion, deliver Manufacturer's 20 year, non-prorated, no dollar limit, labor and material warranty.

TERMS AND CONDITIONS

For more information about your payment terms and conditions
please visit our website using the link below.

<https://www.dctaylorco.com/wp-content/uploads/2021/10/Construction-TC-ver1-102121.pdf>



RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERNAL LOAN FROM THE CITY'S "FUND ____" TO "FUND ____" TO COVER COSTS ASSOCIATED WITH ROOF REPAIRS TO 524 CEDAR STREET WITH THE INTENT TO AMEND THE CITY URBAN RENEWAL PLAN TO ALLOW FOR THE USE OF TIF REVENUE TO REAPY THE DEBT OWED TO CITY "FUND ____" AFTER FOLLOWING ALL APPROPRIATE URBAN RENEWAL PLAN AMENDMMENT PROCEDURES

WHEREAS, the City Council finds that the City will, if it becomes owner of the property located at 524 Cedar Street and if it moves forward with the anticipated roof replacement/repair project at said property, said project being contingent upon the receipt of grant funding to cover a portion of said costs, incur costs associated with said roof repair/replacement project, and

WHEREAS, the City Council finds that said project is both an urban renewal and economic development project and is, therefore, eligible for the use of Tax Increment Finance Revenues, noting, however, that the use of same is subject to the project being identified in the City Urban Renewal Plan, a process that has yet to occur, and

WHEREAS, the City Council finds that funds should be loaned from Fund ____ to Fund ____ to cover the costs of the roof repair/replacement project with the City Manager being directed to take steps to amend the Urban Renewal Plan so that said loan from Fund ____ to Fund ____ can be repaid with TIF Revenues, in accordance with and to the extent allowable by Iowa law, and

WHEREAS, to the extent it is later determined that this process will not allow said loan to be repaid with TIF Revenues, the City Council will take further action with regard to the appropriate fund and or method to be used in paying for said roof repairs/replacement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa with this resolution approves the internal loan from Fund ____ to Fund ____ to cover the costs of Roof Repair/Replacement contemplated at 524 Cedar Street.

PASSED AND APPROVED this 24th day of January 2022.

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 _____ which was passed by the Tipton City Council this 24th day of January 2022.

Amy Lenz, City Clerk

RESOLUTION NO. 012422A

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR THE
PURPOSE OF CONSIDERING THE MAXIMUM TAX DOLLARS FROM CERTAIN
LEVIES FOR THE CITY'S PROPOSED FISCAL YEAR 2022-2023 BUDGET**

WHEREAS, the City Council of Tipton, Iowa is preparing the annual budget for the Fiscal Year 2022-2023; and

WHEREAS, Iowa SF 634 requires a public hearing on the proposed maximum property tax dollars from certain levies where any resident or taxpayer of the City may present to the City Council objections or arguments in favor of the tax dollars before the budget is adopted and certified to the county auditor; and

WHEREAS, interested residents or taxpayers having comments for or against the maximum property tax dollar proposal from certain levies may appear and be heard at the public hearing at the City Council Meeting on February 23, 2022, at 5:30 PM at the Tipton Fire Station, at 301 Lynn Street, Tipton, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tipton, Iowa, that this confirms that the City Council order the publication of a notice of public hearing pertaining to the proposed maximum property tax dollars from certain levies for not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing. A notice shall also be posted on the city website and social media accounts.

BE IT FURTHER RESOLVED, by the Tipton City Council of the City of Tipton, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

Passed and approved this 24th day of January 2022.

AYES:

NAYS:

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 No. 012422A which was passed by the Tipton City Council this 24th day of January 2022.

Amy Lenz, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF TIPTON - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/28/2022 **Meeting Time:** 05:30 PM **Meeting Location:** Tipton Fire Station, 301 Lynn Street

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
 WWW.CITYOFTIPTON.ORG

City Telephone Number
 (563) 886-6187

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	119,049,295	125,757,437	125,757,437	
Tax Levies:				
Regular General	964,299	964,299	1,018,635	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	88,547	88,547	103,608	
Support of Local Emer. Mgmt. Commission	13,689	13,689	14,170	
Emergency	32,143	32,143	33,955	
Police & Fire Retirement			0	
FICA & IPERS	223,531	223,531	253,451	
Other Employee Benefits	208,612	208,612	251,292	
Total Tax Levy	1,530,821	1,530,821	1,675,111	9.42
Tax Rate	12.85872	12.17281	13.32018	

Explanation of significant increases in the budget:

Valuations have increased due to an across the board valuation adjustment. All levies based on valuations have increased accordingly. Liability, Property & Self-Insurance Costs are estimated to increase 10%. Employee benefits are estimated to increase 6%.

If applicable, the above notice also available online at:

<http://www.tiptoniowa.org> & Tipton, Iowa Facebook Page

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	January 24 th , 2022
AGENDA ITEM:	Authorize Resolution for Electric Superintendent
ACTION:	Motion to Approve or Disapprove

SYNOPSIS: This is for authorizing the Electric Superintendent to revise and update our current system inspection and reliability program for the Iowa Utilities Board.

The program is updated on an as needed basis and our current plan expires in 2023.

This is also a new requirement by the Iowa Utilities Board which was approved during last years legislative session.

BUDGET ITEM: No

RESPONSIBLE DEPARTMENT: Electric

MAYOR/COUNCIL ACTION: Approval or Disapproval

ATTACHMENTS: 2

PREPARED BY: Floyd Taber

DATE PREPARED: January 18, 2022



Resolution No. _____

Tipton City Council

City of Tipton Iowa

WHEREAS, a plan for systematic inspection and maintenance of the city electric system is necessary to ensure reliable service; and

WHEREAS, a plan is essential in identifying and budgeting for resources sufficient to carry out the inspection, maintenance and repair of the electric system; and

WHEREAS, an electric system inspection and maintenance plan and annual compliance report must be filed with the Iowa Utilities Board;

NOW THEREFORE BE IT RESOLVED BY THE City Council of Tipton, Iowa :

That the Electric Superintendent is hereby authorized and directed to develop, modify, file with the Iowa Utilities Board, and implement an electric utility inspection and maintenance plan subject to the budgetary guidelines as may be approved by the City Council of Tipton Iowa.

Passed and adopted this ____ day of _____, 20__.

(Mayor or Chairman)

ATTEST:

Signature/Date

Print

RESOLUTION _____

RESOLUTION APPROVING THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST OF THE HWY 38/CEDAR STREET PROJECT, PHASE 2 (AKA "PCC PAVEMENT - GRADE AND REPLACE HWY 38 / CEDAR STREET IMPROVEMENTS)

WHEREAS, the City Council of the City of Tipton hired Origin Design (formerly IIW Engineering) as its "Engineer" to design and oversee the Hwy 38/Cedar Street Project, Phase 2 (Project); and,

WHEREAS, according to the Iowa Code, the City Council conducted a public hearing (January 10, 2022) on the required aspects related to Phase 2 of the Project.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby approve the Project's plans, specifications, form of contract, and Engineer's cost estimates.

PASSED AND APPROVED this 24th day of January 2022.

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 _____ which was passed by the Tipton City Council this 24th day of January 2022.

Amy Lenz, City Clerk

RESOLUTION _____

RESOLUTION ACCEPTING THE COMPLETION OF THE “HWY 38/CEDAR STREET PROJECT, PHASE 1 (AKA “PCC PAVEMENT – GRADE AND REPLACE DETOUR FOR IA 38 IMPROVEMENTS)” AND APPROVING: PAY APPLICATION #3; AND CHANGE-ORDER #3 REGARDING FINAL QUANTITIES

WHEREAS, on August 16, 2021, the City Council of the City of Tipton accepted bids from Midwest Concrete for the HWY 38/Cedar Street Project, Phase 1 (AKA “PCC Pavement – Grade and Replace Detour for IA 38 Improvements”); and

WHEREAS, the City Engineer for this Project (Jon Lutz, Origin Design) has submitted a letter (January 17, 2022) recommending that the City accept the Project as complete and authorize the following approvals;

- 1.) Midwest Concrete, Pay Application #3, \$280,705.47
- 2.) Midwest Concrete, Change-Order #3 which, adjusting for as-built quantities came to a final project cost (original bid plus change-orders) of \$814,763.10. The original bid amount was \$617,659.50.

NOW, THEREFORE, BE IT RESOLVED, in accordance with the City Engineer’s recommendations, the City Council of the City of Tipton does hereby accept as complete the HWY 38/Cedar Street Project, Phase 1 (AKA “PCC Pavement – Grade and Replace Detour for IA 38 Improvements”).

BE IT FURTHER RESOLVED, the City Council approves Pay Application #3 for immediate payment and Change-Order #3.

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

PASSED AND APPROVED this 24th day of January 2022.

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 _____ which was passed by the Tipton City Council this 24th day of January 2022.

Amy Lenz, City Clerk

January 17, 2022

Honorable Mayor Bryan Carney and Council Members
c/o Brian Wagner, City Manager
City of Tipton
407 Lynn St.
Tipton, IA 52772

RE: **City of Tipton**
PCC Pavement - Grade and Replace Detour for IA 38 Improvements
Project Completion
Project No.: 1723301

Dear Mayor Carney and Council Members:

An inspection of the PCC Pavement - Grade and Replace Detour for IA 38 Improvements project has been completed. Midwest Concrete, Inc. of Peosta, Iowa, completed construction of the project by the December 15th completion date and in compliance with the drawings and specifications and the project is ready for acceptance. The final project construction cost including Change Order No. 3 Final is \$814,763.10.

We have attached Contract Payment No. 3 in the amount of \$280,705.47 and Change Order No. 3 Final for approval. The change order documents the differences between the original bid item quantities and the final installed quantities, as well as two items completed that were not part of the original contract - 18" RCP Apron for drainage purposes and Flaggers that were needed to allow concrete delivery trucks to enter from Hwy 38 intersection.

We recommend that the City of Tipton approve Contract Payment No. 3 and Change Order No. 3 Final. After approving and signing the forms, one signed copy of each form should be sent to Midwest Concrete along with payment, one copy of each form is for your records, and please email a signed copy of each form to our office.

We also recommend that the City of Tipton approve and accept the PCC Pavement - Grade and Replace Detour for IA 38 Improvements project work. Retainage in the amount of \$40,738.16 will be held for 30 days after acceptance and paid at that time provided no claims from others are filed. We will prepare Contract Payment No. 4 Final for the retainage due the contractor at the appropriate time.

Approval and acceptance starts the two year warranty period.

Sincerely,
Origin Design Co.



Jonathan H. Lutz, PE
Senior Civil Engineer

Copy: Midwest Concrete

CHANGE ORDER

Change Order No:	3 FINAL
Date:	December 15, 2021
Agreement Date:	August 16, 2021

Owner:	City of Tipton, Iowa	
Project:	PCC Pavement - Grade and Replace Detour for IA 38 Improvements	No. 1723301
Contractor:	Midwest Concrete, Inc.	

Description of Change:

A. Contract adjustment based on total quantities of work performed (see page 3)				(\$47,349.65)
B. Additional work item				
Flaggers per IDOT 2528.04	2 EA @	\$515.00		1,030.00
18" RCP Apron	1 EA @	\$1,000.00		<u>1,000.00</u>

TOTAL CHANGE ORDER NO. 3 FINAL **(\$45,319.65)**

Justification:

- A. Contract reduction based on measurements of installed quantities.
- B. 1) During paving of the mainline 9th Street pavement, flaggers were necessary in addition to other traffic control signage to allow concrete delivery trucks to enter from the Hwy 38 intersection. Two flaggers were used of one day each totaling a quantity of two (2).
- 2) Installed RCP apron on west side of storm manhole (ST 2) for drainage along Pizza Hut right-of-way.

Change in Contract Price:

The amount of the contract will be DECREASED by this change order by the sum of Forty-Five Thousand Three Hundred Nineteen Dollars and Sixty-Five Cents (\$45,319.65).

Adjustment in Amount of Contract:

1. Amount of Original Contract	\$ 617,659.50
2. Net due to all previous change orders	<u>\$ 242,423.25</u>
3. Amount of contract not including this change order	<u>\$ 860,082.75</u>
4. Reduction to contract due to this change order	<u>\$ (45,319.65)</u>
5. Amount of contract including this change order	<u>\$ 814,763.10</u>

Change Order Conditions:

The final completion date, prior to this change order, is December 15, 2021. The final completion date as affected by this change order will remain unchanged.

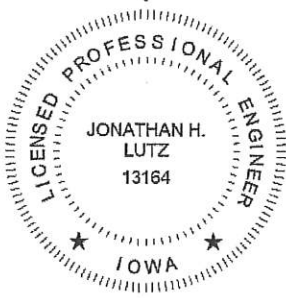
Work performed under this change order will be subject to all the requirements as stated herein and in the contract documents and all change orders.

The Contractor expressly agrees that he will place under coverage of his Contractor's Improvement Bond and insurance all work covered by this change order.

All work performed under this change order shall be performed in accordance with the requirements of this change order, the plans, the specifications, and the contract documents.

Recommended for Acceptance:

ORIGIN DESIGN CO.

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>For Origin Design Co.</p> <p style="text-align: right;">1/17/2022</p>
	<p>Jonathan Lutz, P.E. Date License Number 13164 My license renewal date is December 31, 2022 Pages or sheets covered by this seal: Change Order No. 3 FINAL</p>

Accepted and/or Requested:

CONTRACTOR Midwest Concrete, Inc.

BY Nick Georger Signature
NAME Nick Georger
TITLE Project Manager
DATE 1-19-22

Accepted and/or Requested:

OWNER City of Tipton, Iowa

Attest:

BY _____ Signature
NAME: Bryan Carney
TITLE: Mayor
DATE _____

BY _____ Signature
NAME Amy Lenz
TITLE City Clerk

CONTRACT CHANGES

A. Contract adjustment based on measured quantities

ITEM NO.	ITEM	UNIT	ORIGINAL QUANT	FINAL QUANT	QUANTITY DIFF.	UNIT PRICE	INCREASE	DECREASE
1	Special Backfill	TON	3362	2246.24	1115.76	\$19.50	\$0.00	\$21,757.32
3	Topsoil, Furnish and Spread	CY	533	29.1	503.9	\$48.50	\$0.00	\$24,439.15
6	Granular Subbase, Place Only	TON	590	752	162	\$6.50	\$1,053.00	\$0.00
7	Macadam Stone Base	TON	420	413.2	6.8	\$35.00	\$0.00	\$238.00
8	Removal of Curb	STA	3.28	3.46	0.18	\$1,350.00	\$243.00	\$0.00
10	PCC, Class C, Class 3 Durability, 8"	SY	163	173	10	\$64.00	\$640.00	\$0.00
11	PCC 9"	SY	4834	4838	4	\$51.00	\$204.00	\$0.00
22	Subdrain, Longitudinal (Shoulder) 4"	LF	2370	2170	200	\$10.25	\$0.00	\$2,050.00
24	Storm Sewer Gravity Main, Trenched 18"	LF	301	304	3	\$80.00	\$240.00	\$0.00
25	Storm Sewer Gravity Main, Trenched 42"	LF	305	304	1	\$175.00	\$0.00	\$175.00
27	Revetment, Class E	TON	106	89.78	16.22	\$52.75	\$0.00	\$855.60
28	Removal of Pavement	SY	1608	1703	95	\$12.50	\$1,187.50	\$0.00
30	Removal of Sidewalk	SY	424	420	4	\$10.00	\$0.00	\$40.00
31	Sidewalk, PCC, 4"	SY	375	280.47	94.53	\$51.00	\$0.00	\$4,821.03
32	Sidewalk, PCC, 6"	SY	48	107.75	59.75	\$80.00	\$4,780.00	\$0.00
33	Detectable Warnings	SF	140	146	6	\$40.00	\$240.00	\$0.00
34	Curb & Gutter, PCC, 2.5 Ft.	LF	117	147.75	30.75	\$30.00	\$922.50	\$0.00
35	Driveway, PCC, 6"	SY	119	90.8	28.2	\$70.00	\$0.00	\$1,974.00
36	Driveway, PCC, 8"	SY	126	159.4	33.4	\$85.00	\$2,839.00	\$0.00
37	Removal of Paved Driveway	SY	235	313.3	78.3	\$12.50	\$978.75	\$0.00
38	Combined Concrete Sidewalk/Retaining Wall	CY	9.2	10.91	1.71	\$950.00	\$1,624.50	\$0.00
39	Painted Pavement Marking	STA	4.5	0	4.5	\$195.00	\$0.00	\$877.50
45	Storm Sewer Gravity Main, Trenched 84"	LF	9	8	1	\$750.00	\$0.00	\$750.00
47	Hydraulic Seeding	AC	0.6	0.76	0.16	\$5,150.00	\$824.00	\$0.00
48	Sodding	SQ	30	0	30	\$128.00	\$0.00	\$3,840.00
49	Silt Fence	LF	800	132	668	\$1.55	\$0.00	\$1,035.40
50	Removal of Silt Fence	LF	800	132	668	\$0.05	\$0.00	\$33.40
j51	Perimeter & Slope Sediment Control Device	LF	45	40	5	\$2.60	\$0.00	\$13.00
52	Removal of Sediment Control Device	LF	45	40	5	\$1.00	\$0.00	\$5.00
53	Grate Intake Sediment Filter Bag	EA	9	0	9	\$180.00	\$0.00	\$1,620.00
54	Maintenance of Grate Intake Sediment Bag	EA	9	0	9	\$10.50	\$0.00	\$94.50
55	Removal of Grate Intake Sediment Bag	EA	9	0	9	\$10.50	\$0.00	\$94.50
56	Mobilizations, Erosion Control	EA	5	3	2	\$500.00	\$0.00	\$1,000.00
<u>Change Order No. 2</u>								
	PCC Pavement Cold Weather Protection	SY	600	942	342	\$2.00	\$684.00	\$0.00
	6" PVC Water Main, Trenched	LF	475	475.5	0.5	\$83.00	\$41.50	\$0.00
	Fittings by Weight, Ductile Iron	LBS	490	738	248	\$14.00	\$3,472.00	\$0.00
	4" PVC Sanitary Sewer Service Stub	LF	40	5	35	\$46.00	\$0.00	\$1,610.00

TOTALS

\$19,973.75 **\$67,323.40**

Contract reduction due to measurement of installed quantities (\$47,349.65)

B. Additional Work Item

1) Flaggers per IDOT 2528.04	2 EA @	\$515.00	\$1,030.00
1) 18" RCP Apron	1 EA @	\$1,000.00	\$1,000.00

TOTAL CHANGE ORDER NO. 3 FINAL

(\$45,319.65)

CONTRACT SUMMARY

Original Contract Amount	\$617,659.50
Modifications due to Change Order 1	\$2,466.50
Modifications due to Change Order 2	\$239,956.75
Modifications due to Change Order 3 Final	(\$45,319.65)
FINAL CONTRACT AMOUNT	\$814,763.10

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

CONTRACT PAYMENT NO.

3

PAGE 1/4

OWNER: CITY OF TIPTON, IOWA
 PROJECT: PCC PAVEMENT - GRADE AND REPLACE - DETOUR FOR IA 38 IMPROVEMENTS
 ORIGIN DESIGN PROJECT NO: 1723301

CONTRACTOR: MIDWEST CONCRETE, INC.
 ADDRESS: 9835 COTTINGHAM RD.
 PEOSTA, IA 52068

PROJECT COMPLETION DATE
 Original: NOVEMBER 30, 2021
 Revised: DECEMBER 15, 2021

AMOUNT OF CONTRACT
 ORIGINAL: \$617,659.50
 REVISED: \$814,763.10

DATES OF PAYMENT
 FROM: Commencement
 TO: December 15, 2021

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CHANGE ORDER	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Special Backfill	CO 1	3362	TON	\$19.50	729.85	\$14,232.08	1516.39	\$29,569.61	2246.24	\$43,801.68	67%
2	Excavation, Class 10, Roadway & Borrow	CO 1	3222	CY	\$13.00	2584	\$33,592.00	638	\$8,294.00	3222	\$41,886.00	100%
3	Topsoil, Furnish and Spread		533	CY	\$48.50	0	\$0.00	29.1	\$1,411.35	29.1	\$1,411.35	5%
4	Topsoil, Strip, Salvage and Spread		410	CY	\$16.00	410	\$6,560.00	0	\$0.00	410	\$6,560.00	100%
5	Construct Natural Subgrade for Pavement, Base Course, Pavement Widening, or Subbase	CO 1	14.6	STA	\$450.00	10.1	\$4,545.00	4.5	\$2,025.00	14.6	\$6,570.00	100%
6	Granular Subbase, Place Only		590	TON	\$6.50	590	\$3,835.00	162	\$1,053.00	752	\$4,888.00	127%
7	Macadam Stone Base	CO 1	420	TON	\$35.00	109.6	\$3,836.00	303.6	\$10,626.00	413.2	\$14,462.00	98%
8	Removal of Curb		3.28	STA	\$1,350.00	2.9	\$3,915.00	0.56	\$756.00	3.46	\$4,671.00	105%
9	Pavement Scarification		2710	SY	\$4.00	2710	\$10,840.00	0	\$0.00	2710	\$10,840.00	100%
10	Standard of Slip Form Portland Cement Concrete Pavement, Class C, Class 3 Durability, 8 In.		163	SY	\$64.00	163	\$10,432.00	10	\$640.00	173	\$11,072.00	106%
11	Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 3 Durability, 9 In.	CO 1	4834	SY	\$51.00	2871.6	\$146,451.60	1966.4	\$100,286.40	4838	\$246,738.00	100%
12	Removals, as per plan		1	LS	\$3,500.00	1	\$3,500.00	0	\$0.00	1	\$3,500.00	100%
13	Aprons, Concrete, 84 In. Dia.		1	EA	\$14,000.00	1	\$14,000.00	0	\$0.00	1	\$14,000.00	100%
14	Aprons, Safety Slope, 18 In. Dia.		1	EA	\$2,100.00	1	\$2,100.00	0	\$0.00	1	\$2,100.00	100%
15	Remove Corrugated Pipe Culvert Less than or Equal to 36 In.		143	LF	\$16.00	143	\$2,288.00	0	\$0.00	143	\$2,288.00	100%
16	Manhole, Storm Sewer, SW-402		1	EA	\$8,500.00	1	\$8,500.00	0	\$0.00	1	\$8,500.00	100%
17	Manhole, Storm Sewer, SW-403 Modified		1	EA	\$13,000.00	1	\$13,000.00	0	\$0.00	1	\$13,000.00	100%
18	Intake, SW-501		1	EA	\$2,900.00	1	\$2,900.00	0	\$0.00	1	\$2,900.00	100%
19	Intake, SW-512, 30 In.		1	EA	\$2,500.00	1	\$2,500.00	0	\$0.00	1	\$2,500.00	100%
20	Intake Adjustment, Minor		1	EA	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	100%
21	Connection to Existing Manhole		1	EA	\$1,750.00	1	\$1,750.00	0	\$0.00	1	\$1,750.00	100%
22	Subdrain, Longitudinal (Shoulder) 4 In. Dia.	CO 1	2370	LF	\$10.25	1324	\$13,571.00	846	\$8,671.50	2170	\$22,242.50	92%
23	Subdrain Outlet, DR-303		3	EA	\$550.00	3	\$1,650.00	0	\$0.00	3	\$1,650.00	100%

TOTAL WORK COMPLETED (PAGE 1)

\$163,332.86

\$468,830.53

CONTRACT PAYMENT NO.

3

PAGE 2/4

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT	
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
24	Storm Sewer Gravity Main, Trenched, RCP, 2000D, 18 In.	301	LF	\$80.00	304	\$24,320.00	0	\$0.00	304	\$24,320.00	101%	
25	Storm Sewer Gravity Main, Trenched, RCP, 2000D, 42 In.	305	LF	\$175.00	304	\$53,200.00	0	\$0.00	304	\$53,200.00	100%	
26	Remove Storm Sewer Pipe Less Than or Equal to 36 In.	219	LF	\$12.00	219	\$2,628.00	0	\$0.00	219	\$2,628.00	100%	
27	Revetment, Class E	106	TON	\$52.75	0	\$0.00	89.78	\$4,735.90	89.78	\$4,735.90	85%	
28	Removal of Pavement	CO 1	1608	SY	\$12.50	586	\$7,325.00	1117	\$13,962.50	1703	\$21,287.50	108%
29	Removal of Intakes and Utility Accesses		2	EA	\$1,500.00	1	\$1,500.00	1	\$1,500.00	2	\$3,000.00	100%
30	Removal of Sidewalk	CO 1	424	SY	\$10.00	210	\$2,100.00	210	\$2,100.00	420	\$4,200.00	99%
31	Sidewalk, PCC, 4 In.	CO 1	375	SY	\$51.00	35.62	\$1,816.62	244.85	\$12,487.35	280.47	\$14,303.97	75%
32	Sidewalk, PCC, 6 In.	CO 1	48	SY	\$80.00	20	\$1,600.00	87.75	\$7,020.00	107.75	\$8,620.00	224%
33	Detectable Warnings	CO 1	140	SF	\$40.00	20	\$800.00	126	\$5,040.00	146	\$5,840.00	104%
34	Curb & Gutter, PCC, 2.5 FL		117	LF	\$30.00	94	\$2,820.00	53.75	\$1,612.50	147.75	\$4,432.50	126%
35	Driveway, PCC, 6 In.		119	SY	\$70.00	0	\$0.00	90.8	\$6,356.00	90.8	\$6,356.00	76%
36	Driveway, PCC, 8 In.		126	SY	\$85.00	159.4	\$13,549.00	0	\$0.00	159.4	\$13,549.00	127%
37	Removal of Paved Driveway		235	SY	\$12.50	236.2	\$2,952.50	77.1	\$963.75	313.3	\$3,916.25	133%
38	Combined Concrete Sidewalk and Retaining Wall		9.2	CY	\$950.00	0	\$0.00	10.91	\$10,364.50	10.91	\$10,364.50	119%
39	Painted Pavement Marking, Waterborne or Solvent Based		4.5	STA	\$195.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
40	Safety Closure		2	EA	\$210.00	2	\$420.00	0	\$0.00	2	\$420.00	100%
41	Traffic Control		1	LS	\$13,300.00	0.75	\$9,975.00	0.25	\$3,325.00	1	\$13,300.00	100%
42	Mobilization		1	LS	\$35,000.00	1	\$35,000.00	0	\$0.00	1	\$35,000.00	100%
43	Water Service Curb Stop and Box	CO 1	5	EA	\$1,000.00	1	\$1,000.00	4	\$4,000.00	5	\$5,000.00	100%
44	Fire Hydrant Assembly, WM-201		1	EA	\$5,000.00	1	\$5,000.00	0	\$0.00	1	\$5,000.00	100%
45	Storm Sewer Gravity Main, Trenched, RCP, 2000D, 84 In.		9	LF	\$750.00	8	\$6,000.00	0	\$0.00	8	\$6,000.00	89%
46	SWPPP Management		1	LS	\$1,550.00	0.75	\$1,162.50	0.25	\$387.50	1	\$1,550.00	100%
47	Hydraulic Seeding		0.6	AC	\$5,150.00	0	\$0.00	0.76	\$3,914.00	0.76	\$3,914.00	127%
48	Sodding		30	SQ	\$128.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
49	Silt Fence		800	LF	\$1.55	32	\$49.60	100	\$155.00	132	\$204.60	17%
50	Removal of Silt Fence		800	LF	\$0.05	10	\$0.50	122	\$6.10	132	\$6.60	17%
51	Perimeter and Slope Sediment Control Device, 9 In. Dia.		45	LF	\$2.60	40	\$104.00	0	\$0.00	40	\$104.00	89%
52	Removal of Perimeter/Slope or Ditch Check Sediment Control Device		45	LF	\$1.00	0	\$0.00	40	\$40.00	40	\$40.00	89%
53	Grate Intake Sediment Filter Bag		9	EA	\$180.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
54	Maintenance of Grate Intake Sediment Filter Bag		9	EA	\$10.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
55	Removal of Grate Intake Sediment Filter Bag		9	EA	\$10.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
56	Mobilizations, Erosion Control		5	EA	\$500.00	0	\$0.00	3	\$1,500.00	3	\$1,500.00	60%

TOTAL WORK COMPLETED (PAGE 2)

\$79,470.10

\$252,792.82

TOTAL WORK COMPLETED TO DATE

\$242,802.96

\$721,623.35

CONTRACT PAYMENT NO.

3

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Concrete Pavement Rebar on Cedar Street	76.1	SY	\$15.00	76.1	\$1,141.50	0	\$0.00	76.1	\$1,141.50	100%
1	Drain Tile Work	1	LS	\$1,325.00	1	\$1,325.00	0	\$0.00	1	\$1,325.00	100%
2	See Bid Items for Quantity Increase: 1, 2, 5, 7, 11, 22, 28, 30, 31, 32, 43	---	---	---	---	---	---	---	---	---	---
2	Following Extra Work Items Added to Project:										
	- PCC Pavement Cold Weather Protection	600	SY	\$2.00	0	\$0.00	942	\$1,884.00	942	\$1,884.00	157%
	- Hydrant Elevation Adjustment (materials only)	1	LS	\$780.75	1	\$780.75	0	\$0.00	1	\$780.75	100%
	- Insulate Water Main or Service (4" thick) - Place Only	1	LS	\$250.00	1	\$250.00	0	\$0.00	1	\$250.00	100%
	- 1" Water Service Corporation, Copper	4	EA	\$2,100.00	0	\$0.00	4	\$8,400.00	4	\$8,400.00	100%
	- 6" PVC Water Main, Trenched	475	LF	\$83.00	352	\$29,216.00	123.5	\$10,250.50	475.5	\$39,466.50	100%
	- 6" DIP Gate Valve	5	EA	\$2,000.00	1	\$2,000.00	4	\$8,000.00	5	\$10,000.00	100%
	- Fittings by Weight, Ductile Iron	490	LBS	\$14.00	0	\$0.00	738	\$10,332.00	738	\$10,332.00	151%
	- 4" PVC Sanitary Sewer Service Stub	40	LF	\$46.00	0	\$0.00	5	\$230.00	5	\$230.00	13%
	- Fire Hydrant Assembly Removal	1	EA	\$1,000.00	0	\$0.00	1	\$1,000.00	1	\$1,000.00	100%
	- New Fire Hydrant	1	EA	\$4,800.00	0	\$0.00	1	\$4,800.00	1	\$4,800.00	100%
	- Additional Mobilization (incl. bond increase)	1	LS	\$11,500.00	0.5	\$5,750.00	0.5	\$5,750.00	1	\$11,500.00	100%
3 FINAL	Flaggers per IDOT 2528.04	2	EA	\$515.00	0	\$0.00	2	\$1,030.00	2	\$1,030.00	100%
3 FINAL	18" RCP Apron	1	EA	\$1,000.00	0	\$0.00	1	\$1,000.00	1	\$1,000.00	100%
3 FINAL	Justification of plan quantities vs. final installed quantities	---	---	---	---	---	---	---	---	---	---

TOTAL CHANGE ORDER WORK

\$52,676.50

\$93,139.75

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE

Less: Amount Retained Per Contract 5%
 Value of Stored Materials (See Attached List)
 Less: Stored Materials Amount Retained Per Contract 5%
 Net Amount Earned to Date
 Less: Previous Amount Earned
BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$814,763.10
 \$40,738.16
 \$0.00
 \$0.00
 \$774,024.94
 \$493,319.47
\$280,705.47

CONTRACT PAYMENT NO.

3

PAGE 4/4

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

CONTRACTOR: MIDWEST CONCRETE, INC.

BY: Nick Georgan

TITLE: Project Manager

DATE: 1-19-22

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

BY: Jon Lutz, P.E.

TITLE: Project Manager

DATE: 1/17/2022

APPROVAL OF OWNER: CITY OF TIPTON, IOWA

AMOUNT PAID _____

BY: _____

TITLE: _____

DATE: _____

Attachment B

RESOLUTION NO. _____

RESOLUTION APPROVING AN APPLICATION TO THE IOWA DOT'S RISE PROGRAM

WHEREAS, the City of Tipton desires to promote industrial growth within the City: and

WHEREAS, the Iowa Department of Transportation has financing available through the Revitalize Iowa's Sound Economy (RISE) grant program to aid in financing the construction of specific economic development street projects.

NOW THEREFORE, be it resolved by the City Council of Tipton, Iowa:

- 1.) The proposed street in the industrial park is necessary for the development of several parcels of property.
- 2.) The roadway right-of-way will be dedicated to public use.
- 3.) The City will be responsible for the maintenance of the entire project after completion and said project will be adequately maintained.
- 4.) The City of Tipton agrees to finance the local match of the project as identified in the application.
- 5.) That Bryan Carney, Mayor, is hereby authorized to execute and file an application on behalf of the City of Tipton with the State of Iowa, for a grant to assist in financing of the construction of the street into the industrial park.
- 6.) That Amy Lenz, City Clerk, is hereby authorized and directed to furnish such information as the State of Iowa may reasonably request in connection with the application.

PASSED AND APPROVED this 24th day of January 2022.

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 _____ which was passed by the Tipton City Council this 24th day of January 2022.

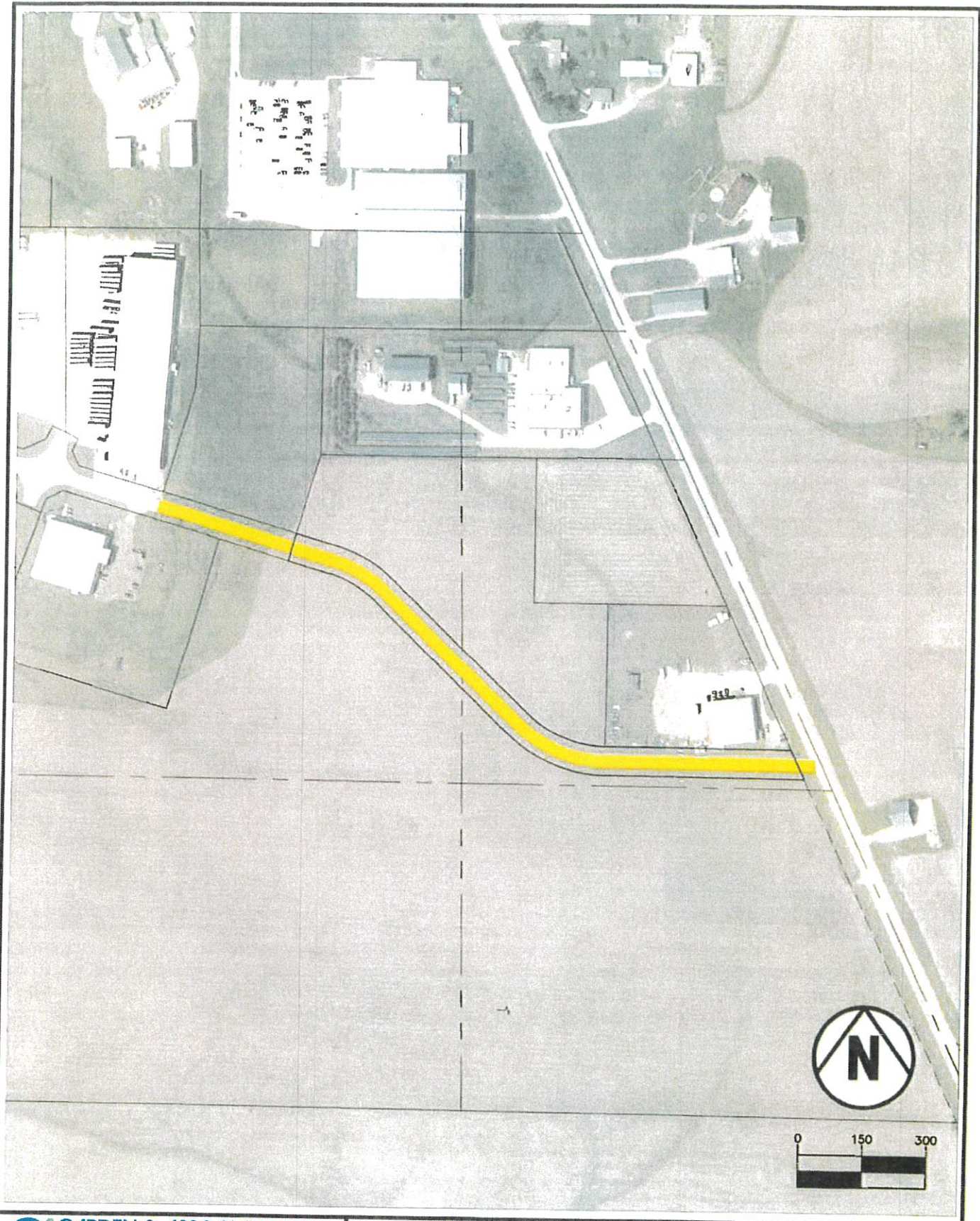
Amy Lenz, City Clerk

Engineer's Opinion of Probable Costs
Commercial Boulevard
Tipton, Iowa
2021

Option 2 (Full)

No.	Item	Unit	Quantity	Unit Price	Extended Price
Grading & Paving					
1.	Clearing and Grubbing	LS	XXXX	XXXX	\$2,000.00
2.	Excavation	CY	6,500	\$5.00	\$32,500.00
3.	Pavement, PCC, 7"	SY	6,200	\$60.00	\$372,000.00
4.	Modified Subbase	SY	6,900	\$10.00	\$69,000.00
5.	Subgrade Preparation	SY	6,900	\$3.00	\$20,700.00
6.	Longitudinal Subdrain, PVC or PE, 4"	LF	3,560	\$9.00	\$32,040.00
7.	Trench Compaction Testing	LS	XXXX	XXXX	\$3,000.00
8.	Compaction Testing	LS	XXXX	XXXX	\$3,000.00
Water Main					
1.	8" Gate Valve	EA	4	\$1,800.00	\$7,200.00
2.	Water Main, Trenched, PVC, 8"	LF	2,100	\$35.00	\$73,500.00
3.	Fire Hydrant Assembly	EA	5	\$5,000.00	\$25,000.00
4.	Corp Stop, Curb Stop, & Box	EA	4	\$750.00	\$3,000.00
5.	Water Service, 1"	LF	200	\$20.00	\$4,000.00
6.	Connection to Existing	LS	2	\$3,000.00	\$6,000.00
Sanitary Sewer					
1.	Sanitary Sewer Pipe in Place, 8", Trenched	LF	1,600	\$50.00	\$80,000.00
2.	Manholes, SW-301, 48"	EA	5	\$5,500.00	\$27,500.00
3.	Wyes, 4"x8"	EA	4	\$120.00	\$480.00
4.	Sewer Service Line, 4"	LF	200	\$32.00	\$6,400.00
5.	Connection to Existing	EA	1	\$2,000.00	\$2,000.00
Storm Sewer					
1.	Storm Sewer Pipe in Place	LF	1,200	\$50.00	\$60,000.00
2.	Storm Sewer Structures	EA	12	\$4,000.00	\$48,000.00
3.	Pipe Apron 18"	EA	2	\$2,000.00	\$4,000.00
4.	Footing Drain Collector	LF	800	\$23.00	\$18,400.00
5.	Sump Service	EA	2	\$500.00	\$1,000.00
Seeding and Erosion Control					
1.	Seeding & Fertilizing	AC	5	\$500.00	\$2,500.00
2.	Mulching	AC	5	\$200.00	\$1,000.00
3.	SWPPP, Preparation	LS	XXXX	XXXX	\$1,000.00
4.	SWPPP, Management	LS	XXXX	XXXX	\$1,250.00
5.	SWPPP, Inspection	LS	XXXX	XXXX	\$1,000.00
6.	Silt Fence, Installation	LF	1,200	\$5.00	\$6,000.00
7.	Silt Fence, Removal of Sediment	LF	1,200	\$2.00	\$2,400.00
8.	Silt Fence, Removal of Device	LF	1,200	\$1.00	\$1,200.00
9.	Rip Rap, Class D	TON	100	\$35.00	\$3,500.00

	SUB TOTAL	\$920,570.00
	CONTINGENCY (10%)	\$92,057.00
	ENGINEERING (DESIGN AND CONSRUCTION)	\$172,146.59
	TOTAL CONSTRUCTION	\$1,184,773.59



G1 GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS

1701 3rd Avenue East, Suite 1
P.O. Box 451
Oskaloosa, Iowa 52577
641.672.2526 Phone
641.672.2091 Fax
800.491.2524 Iowa Toll Free

800 Wyoming Ave.
P.O. Box 631
Creston, Iowa 50801
641.782.4005 Phone
641.782.4118 Fax
email@gardenassociates.net

OPTION 2

PROJ. NO.: 3002259

PROPOSED
SOUTH INDUSTRIAL PARK
IMPROVEMENTS
TIPTON, IOWA

AGENDA ITEM #

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	January 24, 2022
AGENDA ITEM:	Compressors and Dehumidification units at James Kennedy Aquatic Center
ACTION:	Motion

SYNOPSIS:

We are in need of replacing two compressors for a heat recovery unit and dehumidification unit for the indoor pool area. Below are the numbers and prices that we have received directly from Desert Aire from Kraus Heating & Cooling. As of right now we do not know if these include labor but do not include the R-22 that will need to be put in when these are installed. That would be added expense but unknown on how much at this time.

These compressors we replaced pre-construction phase but now will need be replaced again since it has been three years ago.

8-ton units – compressor part # 530-592 – \$5681.00 / 5–6-week lead time
24-ton units – B Circuit compressor part # 530-607 – \$6817.00 / 5–6-week lead time

We are also looking into getting portable dehumidification units to put in the indoor pool area to help evaporate as much humidity until the units on the roof are functional. Attached is an option that we can with from Sunbelt that we have used a couple years ago. We can look into other options but it is an idea.

I will be in attendance for the meeting if you have any further questions.

BUDGET ITEM: No

RESPONSIBLE DEPARTMENT: Aquatic Center

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Desert Aire write up

PREPARED BY: Adam Spangler

DATE PREPARED: 1/21/22