

**PLANNING & DEVELOPMENT**

600 West Fourth Street  
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Timothy Huey  
Director

To: Mahesh Sharma, County Administrator

From: Timothy Huey, Planning Director

Date: February 25, 2020

**Re: Approval of payout of Hazard Mitigation Grant funds received for property acquisition and structure demolition.**

In October, 2017 property owners Sam and Mary Yarham submitted a request for Scott County to submit a Hazard Mitigation Grant for the acquisition of their property located at 31379 Scott Park Road which is located in the Wapsipinicon River 100 year floodplain. The property has suffered repetitive losses from numerous flooding events since 2004 and before. The original application required a 25% local match for the buyout and the property owners agreed to provide the local match by effectively reducing the amount of their compensation to 75% the value of the residential structures.

Under the requirements of the grant the County is the applicable local government to submit the application. After the property is acquired the County is required to keep title to the property in perpetuity. The regulations would allow the County to have passive uses on the property such as native prairie or row crops, as the surrounding property is currently farmed.

In October, 2018 the Iowa Homeland Security and Emergency Management Division (HSEMD) notified staff that projects completed through this grant program will now be 100% federally-funded, so a local match is not be required. Applications were accepted by FEMA for this grant program in early 2019 and the acquisition grant was approved.

The property owners signed a purchase agreement January 21, 2020 for the appraised value of \$118,000. A payout in that amount has been received by Scott County and a closing date for the property has been set. Staff would recommends approval of the resolution for payment of the buyout of the property.

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Timothy Huey  
Director

To: Roxanna Moritz, County Auditor

From: Timothy Huey, Planning Director

Date: February 25, 2020

**Re: Request for payment of \$118,000 to Samuel E. Yarham and Mary J. Yarham for the purchase of the property located at 31379 Scott Park Road AKA Scott County Parcel ID# 040637002 with funds received under the Iowa Department of Homeland Security and Emergency Management Flood Mitigation Assistance Grant Program.**

Please find the following to document this request for payout to Sam and Mary Yarham \$118,000 for the purchase of their flood property at 31379 Scott Park Road:

1. Board of Supervisors resolution for March 5, 2020 Approving payout of \$118,00 to purchase Yarham property.
2. Memo to County Administrator dated February 25, 2020 on Payout request for Board agenda on March 5, 2020.
3. Subaward Grant agreement on Yarham acquisition.
4. Grant award letter from Iowa Department of Homeland Security and Emergency Management and signed purchase agreement from Sam and Mary Yarham.
5. Expense record from Iowa Department of Homeland Security and Emergency Management showing payout to Scott County of \$118,000 for Yarham property acquisition dated February 28, 2020.

Let me know if you have any questions or need additional documentation.

**SUBAWARD AGREEMENT**

**Between**

**Iowa Department of Homeland Security and Emergency Management**

**And**

**Scott County**

**PROJECT TITLE: Scott County - Yarham Acquisition**

**SUBAWARD AGREEMENT NO: FMA-PJ-07-IA-2018-002**

**DUNS NUMBER: 050812361**

**FEDERAL AWARD DATE: 9/27/2019**

**PERFORMANCE PERIOD START DATE: 9/27/2019**

**PERFORMANCE PERIOD END DATE:**

**FEDERAL FUNDS OBLIGATED AMOUNT: \$138,868.00**

**I. SCOPE OF WORK:**

This Subaward Agreement (AGREEMENT) is to provide Scott County (SUBRECIPIENT) with federal assistance from the Flood Mitigation Assistance Grant Program. The total subaward is **\$138,868.00**. The federal share shall not exceed **\$138,868.00** or **(100%)** of actual allowable subaward costs. These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and budget that were submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA). Any modifications to the approved scope and/or budget must be submitted to and approved by HSEMD prior to executing the changes. This includes all change orders. The SUBRECIPIENT is required to obtain all necessary permits before any construction begins.

**II. AGREEMENTS**

HSEMD will provide financial oversight and management in the role of recipient/pass-through entity based on the grant guidance in 2 CFR, Part 200, Subpart D, Section 200.331, the grant financial guide and other state and federal guidelines. HSEMD will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. HSEMD will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

HSEMD is responsible for monitoring the SUBRECIPIENT's activities to provide reasonable assurance that the SUBRECIPIENT administers this subaward in compliance with federal and HSEMD requirements. Responsibilities include reviewing the SUBRECIPIENT's records that support receipts and expenditures, financial records are maintained and adequate for audit, proper cash management, and expenditures are eligible and allowable. A pre-award risk assessment is completed for each subrecipient to assist HSEMD in determining the minimum level of monitoring that will be needed throughout the life of this subaward in accordance with 2 CFR, Part 200, Section 200.205.

Additionally, the SUBRECIPIENT will be monitored periodically by HSEMD to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative records relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will allow HSEMD and auditors to access any necessary records and financial information as indicated in 2 CFR, Part 200, Subpart D, Section 200.336 and Section 200.337.

The SUBRECIPIENT will pass appropriate resolutions to assure HSEMD that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBRECIPIENT must disclose in writing any potential conflicts of interest to HSEMD in accordance with applicable FEMA policy and 2 CFR, Part 200, Subpart D, Section 200.112.

The SUBRECIPIENT must disclose in writing to HSEMD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal subaward. Failure to make required disclosures can result in any of the remedies described in 2 CFR, Part 200, Subpart D, Section 200.338, Remedies for noncompliance, including suspension or debarment. (See also 2 CFR, Part 180 and 31 U.S.C. 3321.)

The SUBRECIPIENT agrees to limit subaward funding to eligible property owner applicants to the pre-disaster market value of the land and structure based upon a signed purchase agreement between the SUBRECIPIENT and the property owner whose property has been approved by FEMA for acquisition. The SUBRECIPIENT will provide certification that the property owner is a National of the United States or qualified alien. If the property owner purchased the property after the relevant flood event or the property owner is not a National of the United States or qualified alien, the post-flood value of the property will be the offer price of the land and structure.

The SUBRECIPIENT will require and assist property owner applicants in providing evidence of ownership by title, purchase contract, and/or certificate of title insurance as well as disclosure of any liens or loans secured by the property.

The SUBRECIPIENT agrees to submit source documents on a timely basis to HSEMD as verification of how the funds for allowable subaward costs are expended. Source documents include, but are not limited to, Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments. A source document checklist has been provided and must be adhered to for documentation that must be on file at the HSEMD.

Prior to closing on a property, the SUBRECIPIENT will initiate a request through HSEMD to FEMA Region VII with a list of property owner applicants for final Duplication of Benefits (DOB) verification. Closing cannot commence until a final DOB is done if offering pre-disaster market value.

The SUBRECIPIENT agrees to acquire and demolish only those properties that have been approved by FEMA Region VII and cleared by the State Historical Society of Iowa (SHSI). It is permissible for the SUBRECIPIENT to acquire properties prior to full compliance with Section 106 of the National Historic Preservation Act of 1966; however, *demolition cannot occur until the SHSI has made the determination of no historic effect*. Documentation must be on file at HSEMD.

The SUBRECIPIENT shall comply with all aspects of the subaward implementation, including, but not limited to the 90-day demolition requirement identified in 44 CFR §80.17. Existing structures must be removed by demolition within 90 days of settlement of the property transaction. The FEMA Regional VII Administrator may grant an exception to this deadline only for a particular property based upon written justification, if extenuating circumstances exist, but shall specify a final date for removal. To ensure compliance, the SUBRECIPIENT is required to immediately notify HSEMD of settlement of the property transaction and demolition date. For each property in which the 90-day deadline cannot be met, the SUBRECIPIENT is required to request an exception. An exception request for each property must be submitted to HSEMD no later than 60 days following the settlement of the property transaction.

The SUBRECIPIENT agrees to verify and certify that participating property owner applicants will relocate outside the NFIP Special Flood Hazard Zone boundaries if offered replacement housing benefit funds.

The SUBRECIPIENT and the SUBRECIPIENT's authorized representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

### III. PERIOD OF PERFORMANCE

The approved Period of Performance for this subaward is from **9/27/2019 through 3/27/2021**. All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

**If a time extension is needed, one must be requested at least 90 days prior to the end of the Period of Performance.** All requests must be supported by adequate justification submitted to HSEMD in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; milestones that are unmet; and a description of performance measures necessary to complete the subaward. The Hazard Mitigation Time Extension Request Form will be made available to the SUBRECIPIENT. Without the justification, time extension requests will not be processed.

### IV. AUTHORITIES AND REFERENCES

The SUBRECIPIENT shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- 2 CFR, Part 200 - [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- Section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended
- Section 404 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended
- Section 322 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act)
- Title 44 of the Code of Federal Regulations (CFR) – Part 13, Administrative Requirements
- Title 44 of the Code of Federal Regulations (CFR)- Part 201- Mitigation Planning
- Title 44 of the Code of Federal Regulations (CFR)- Part 206-Federal Disaster Assistance
- Title 31 CFR 205.6 Funding Techniques
- Hazard Mitigation Assistance Guidance, February 27, 2015- if applicable.
- SUBRECIPIENT's application that was received and approved by HSEMD and FEMA
- Any other applicable Federal Statutes including the Transparency and Recovery Act.

### V. GRANT MANAGEMENT SYSTEM

To ensure federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a grant management system as outlined in 2 CFR, Part 200, Subpart D, Section 200.302 and internal controls in section 200.303. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 CFR, Part 200, Subpart E. State, local and tribal

organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards combined with the audit standards provided within 2 CFR, Part 200, Subpart F plus the requirements of the Generally Accepted Accounting Principles constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBRECIPIENT.

The SUBRECIPIENT's grant management system must include:

- internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant, program, or funding source
- procedures to minimize cash on hand in compliance with the Cash Management Improvement Act (CMIA) and good business processes
- the ability to track expenditures on a cash or accrual basis
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by budget line items
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

## VI. PROCUREMENT

This AGREEMENT requires that all procurement be executed by the SUBRECIPIENT within the guidelines of 2 CFR, Part 200 Subpart D, Section 200.318 through Section 200.326 including Appendix II. Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in 2 CFR, Part 200. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest as outlined in 2 CFR, Part 200 Subpart D, Section 200.318. The SUBRECIPIENT will ensure that every purchase order or other contract includes clauses required by Federal statutes and executive orders and their implementing regulations. **The SUBRECIPIENT must submit copies of its own written procurement guidelines, written conflict of interest guidelines, bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be accepted without HSEMD's prior review.**

## VII. AUDIT

The SUBRECIPIENT must comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F. Reference: Catalog of Federal Domestic Assistance (CFDA) Number: 97.029, (CFDA) Name: Flood Mitigation Assistance Grant Program.

## VIII. PAYMENT REQUEST PROCESS

The SUBRECIPIENT may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. The SUBRECIPIENT must be able to account for the receipt,

obligation, and expenditure of funds. If interest is earned, the SUBRECIPIENT agrees to comply with the federal requirements from 2 CFR, Part 200, Subpart D, Section 200.305. The SUBRECIPIENT may keep interest earned on Federal grant funds up to \$500 per fiscal year. This maximum limit is not per subaward; it is inclusive of all interest earned as a result of all federal grant program funds received per year. Subrecipients are required to report all interest earned at least quarterly to HSEMD. HSEMD will provide instructions to the SUBRECIPIENT for the disposition of reported interest earned.

Payments to subrecipients are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. The SUBRECIPIENT has two options available to them when requesting payments from HSEMD. Subrecipients can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures to be paid within 30 days.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Payment Request Form and provide supporting documentation of eligible subaward costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.). HSEMD reserves the right to request that the SUBRECIPIENT submit additional documentation expenditures upon request. Additional documentation for Acquisitions: Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments.
- **Advance** payment requests must include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEMD within 30 days after the advance, and before future advances are made. If the SUBRECIPIENT is unable to demonstrate; the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by HSEMD; a financial management system that meets the standards for fund control and accountability as established in 2 CFR, Part 200; or is considered a High Risk subrecipient; then reimbursement requests will be required.

No more than thirty (30) days should elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to HSEMD immediately following the SUBRECIPIENT's pay out of the funds.

**Required documents prior to payments from HSEMD.** Payment of funds will not be made to the SUBRECIPIENT until HSEMD has on file the following documents:

- FEMA Award Notification (attached to this AGREEMENT)
- Pre-Award Risk Assessment (attached to this AGREEMENT)



- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEMD)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by HSEMD, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.415.

The maximum federal share to this subaward cannot exceed 100% of eligible subaward expenditures. Therefore, the local matching funds (cash and in-kind) must be at least 0% of eligible subaward expenditures (the state share is up to %). The SUBRECIPIENT is responsible for submitting proof of the local **non-federal** match that was used for this subaward to HSEMD. Expenditures must be in accordance with the approved scope of work and budget and in accordance with 2 CFR, Part 200, Subpart D, Section 200.29, Section 200.306 and Section 200.434. The SUBRECIPIENT contributions must be verifiable from the SUBRECIPIENT'S records, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Cash match can be money contributed to the SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable subaward costs in accordance with the SUBRECIPIENT's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies. Documentation can be copies of the SUBRECIPIENT's checks to the third parties and a copy of the SUBRECIPIENT's general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of 2 CFR, Part 200, Subpart D, Section 200.306 entitled: "Cost sharing or matching". The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBRECIPIENT's scope of work and budget before in-kind match will be allowed to match this subaward. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, dates of service/donation, record of donor, the value (rates of staffing, equipment usage, supplies, etc.) a statement to the effect that the value is normally charged, deposit slips for cash contributions and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's subaward. Such documentation must be kept on file by the SUBRECIPIENT.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this subaward.

The SUBRECIPIENT must maintain records and documentation showing how the value placed on third-party in-kind contributions is derived. Regulations are in 2 CFR, Part 200, Subpart D, sections 200.306 and 200.434.

#### **IX. PROGRAM INCOME**

Any program income generated must comply with 2 CFR, Part 200, Subpart D, Section 200.80 and Section 200.307. Program income must be deducted from the subaward's total allowable costs. All program income must be reported in the quarterly financial progress reports.

#### **X. REPORTING REQUIREMENTS**

Quarterly programmatic and financial reports are required on the progress relative to the approved scope of work as outlined in 2 CFR, Part 200, Subpart D, Section 200.328. Subrecipients are required to complete the quarterly progress report forms that are provided by HSEMD and submit them by the due dates stated by HSEMD. **Due dates are January 15, April 15, July 15, and October 15. The first report is due following the end of the reporting period in which the subaward was awarded by FEMA. The reporting periods are January-March, April-June, July-September, and October-December.**

#### **XI. CLOSE OUT**

The SUBRECIPIENT must prepare and submit by the end of the Period of Performance, and/or within 60 days of the completion of the approved scope of work; whichever comes first, all required financial, performance and other reports as outlined in 2 CFR, Part 200 Subpart D, Section 200.343 and Section 200.344. The SUBRECIPIENT must liquidate all obligations incurred under the subaward by the end of the Period of Performance. The SUBRECIPIENT must dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer being used for subaward-related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEMD of any unobligated cash that was advanced.

#### **XII. RECORD RETENTION**

The SUBRECIPIENT must retain records pertinent to the Federal subaward for three years after the date of the final expenditure report is submitted as outlined in 2 CFR Part 200, Subpart D, section 200.333.

#### **XIII. WAIVERS**

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, HSEMD's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right

based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

#### **XIV. AMENDMENTS AND MODIFICATIONS**

This AGREEMENT may be amended or modified in reference to the subaward funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEMD and the SUBRECIPIENT.

#### **XV. COMPLIANCE, TERMINATION AND OTHER REMEDIES**

Unless otherwise stated in writing, HSEMD requires strict compliance by the SUBRECIPIENT and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances in the Application which was submitted to FEMA by HSEMD.

HSEMD may suspend or terminate any obligation to provide funding or demand return of any unused funds, following notice from HSEMD, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said subaward. The SUBRECIPIENT is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

The SUBRECIPIENT understands and agrees that HSEMD may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEMD under this AGREEMENT, or under any other provision of law, common law, or equity.

#### **XVI. INDEMNIFICATION**

It is understood and agreed by HSEMD and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this subaward and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD and the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

The SUBRECIPIENT further agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is

required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

#### **XVII. ACKNOWLEDGMENTS**

The SUBRECIPIENT shall include, in any public or private release of information regarding the activities supported by this subaward, language that acknowledges the funding contribution by HSEMD and FEMA.

#### **XVIII. INDEPENDENT CONTRACTOR STATUS OF APPLICANT**

The SUBRECIPIENT, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEMD or the State of Iowa. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents. HSEMD shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBRECIPIENT for administrative purposes.

#### **XIX. GOVERNING LAW, VENUE AND SEVERABILITY**

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

#### **XX. NOTICES**

The SUBRECIPIENT shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

#### **XXI. RESPONSIBILITY FOR SUBAWARD**

While HSEMD undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the subaward, said subaward remains the sole responsibility of the SUBRECIPIENT in accomplishing subaward objectives and goals. HSEMD undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

**XXII. NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND  
SUBRECIPIENT**

All written notices and communications to the SUBRECIPIENT by HSEMD shall be to:

**Timothy Huey, Planning & Development Director  
Scott County  
600 W 4th Street  
Davenport, IA 52801**

Or the Alternate Point of Contact,

**Taylor Beswick, Planning & Development Specialist  
Scott County  
600 W 4th St  
Davenport, IA 52801**

All written communications to HSEMD by the SUBRECIPIENT and its authorized representative shall be to:

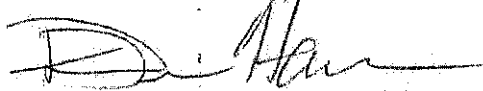
**Aimee Bartlett  
Attention: Mitigation Bureau  
Iowa Department of Homeland Security & Emergency Management  
7900 Hickman Road, Suite 500  
Windsor Heights, IA 50324**

**ENTIRE SUBAWARD AGREEMENT**

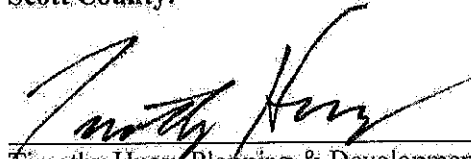
This AGREEMENT sets forth the entire AGREEMENT between HSEMD and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEMD or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEMD and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Iowa Department of Homeland Security and Emergency Management: Scott County:**



Dennis Harper, Alternate GAR



Timothy Huey, Planning & Development Director

11-13-19

Date

11/7/19

Date

Signature of Authorized Representative (optional)

Date

- Attachments: Exhibit A: FEMA Award Notification  
Exhibit B: Scope of Work  
Exhibit C: Pre-Award Risk Assessment.

# Project F2-S398: Expense #1



## Form

State Use Only

Requested Amount: \$118,000.00

Amount Eligible Later: \$

Note: Eligible Later amounts require an amendment for additional funding. A new expense for the amount eligible later will be automatically created upon approval of this request for future payment.

Ineligible Amount: \$

Adjusted Amount: \$0.00

State Comments:

Change Log: Last changed by Hanna Henscheid on Jan 28, 2020 ([Show Details](#))

Type:

Period of Work Performance Dates:  to

Vendor/Contractor:

Invoice Number:

Invoice Date:

Invoice Paid Date:

Please attach proof of payment.

Total Documented Amount: \$

Retainage Amount: \$

Retainage amount will be subtracted from the Amount Requested.

Do not include this amount when linking cost lines.

Project Cost	Amount Eligible
Worksheet #1 - 31379 Scott Park Rd - Yarham-Appraised value as of 2/24/18 (Cost: \$118,000.00, Balance: \$0.00)	\$ <input type="text" value="118,000.00"/>
<b>Total:</b>	<b>\$118,000.00</b>

Share Break-down:

Method:

By Percent  By Amount

Federal:  % (\$118,000.00)

State:  % (\$0.00)

Local:  % (\$0.00)

How these funds should breakdown among Federal, State, and Local shares.

Remaining: \$

This amount must equal zero. Edit "Share Breakdown" until this amount is zero and all funds have been accounted for.

Check/Warrant Number:

Description:

Comments:

Advance request for purchase of 31379 Scott Park Road. Closing has been set for February 28, 2020.







Bartlett, Aimee &lt;aimee.bartlett@iowa.gov&gt;

## Notice of Flood Mitigation Assistance Grant Award

1 message

Bartlett, Aimee <aimee.bartlett@iowa.gov>  
 To: planning@scottcountyiowa.com, alan.sabat@scottcountyiowa.com  
 Cc: Jonathan Pogones <jonathan.pogones@iowa.gov>

Fri, Sep 27, 2019 at 2:25 PM

September 27, 2019

Timothy Huey  
 Planning and Development Director  
 Scott County  
 600 W 4<sup>th</sup> St  
 Davenport, IA 52801

Subject: Approval-Scott County Flood Mitigation Assistance Grant Program (FMA) Application

Project: Scott County Property Acquisition

Dear Mr Huey:

The Iowa Homeland Security and Emergency Management Department (HSEMD) is pleased to announce the approval of the infrastructure application submitted under FMA 2018. The cost share amounts for this grant are as follows:

Funding Source	Funding Amount	% of Cost
Federal:	\$138,868	100%
Local:	\$0	0%
<b>Total:</b>	<b>\$138,868</b>	<b>100%</b>

Prior to expending funds, a grant agreement *must* be signed and returned to HSEMD. The grant agreement provides detailed project and financial guidance to assist you in completing all grant requirements. You will be contacted in the near future by HSEMD to set up a grant agreement meeting.

If there are any questions concerning this correspondence, please do not hesitate to contact any of our staff listed below.

Project Lead: Dusty Pogones, 515-725-9384  
 Financial Team Lead: Katherine Hines, 515-725-9306

Sincerely,

**Aimee Bartlett** | Hazard Mitigation Bureau Chief - Recovery Division  
 Iowa Dept Homeland Security & Emergency Management | 7900 Hickman Rd, Suite 500  
 Windsor Heights, IA 50324 | Phone: (515) 725-9364 | Fax: (515) 725-3260

# RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT



Date of Prepared Agreement January 19<sup>th</sup>, 20 20

TO Samuel E. and Mary J. Yarham (SELLERS)

1. **REAL ESTATE DESCRIPTION.** The undersigned BUYERS hereby offer to purchase and the undersigned SELLERS by their acceptance agree to sell the real property situated in Scott County, Iowa, locally known as:  
Parcel#040637002 Address: 31379 Scott Park Road and legally described in the title document as:  
A .6 acre MOL tract 125 feet east to west by 210 feet north to south lying immediately adjacent to the east line of US Highway 61 in the NE1/4 S

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 restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes.

If applicable, see HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION/COMMON INTEREST COMMUNITY ADDENDUM (HOA).

2. **PURCHASE PRICE.** The Purchase Price shall be \$ 118,000 and the method of payment shall be as follows:  
\$ \_\_\_\_\_ with this offer as earnest money to be deposited upon acceptance of this offer; made payable to and held in trust by \_\_\_\_\_ . In the event this Purchase Agreement is not acceptable to both BUYERS and SELLERS or all contingencies or sub-contingencies are not met in a timely manner as specified below, then said earnest money is to be returned to BUYERS. The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (E).

A.  **NEW MORTGAGE:**  (CONV)  (FHA)  (VA)  (Other) \_\_\_\_\_.

This Purchase Agreement is contingent upon the BUYERS obtaining a written commitment for a first real estate mortgage for \_\_\_\_ % of the purchase price with interest on the promissory note secured thereby of not more than \_\_\_\_ % amortized over a term of not less than \_\_\_\_ years. BUYERS agree to pay all customary loan costs. BUYERS agree upon acceptance of this offer to make application within **three (3) business days** for such mortgage with a commercial mortgage lender and to exercise good faith efforts to obtain a mortgage commitment as above provided. Upon receiving written loan commitment, (supported by the lender's required appraisal), BUYERS shall release this contingency in writing. If BUYERS have not delivered a written financing contingency release containing the above terms, or terms acceptable to SELLERS on or before \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ ( A.M.  P.M.) either SELLERS or BUYERS may declare this Purchase Agreement null and void and all payments made hereunder shall be returned. BUYERS shall pay the balance of the purchase price at the time of the closing by combination of BUYERS' personal funds and the net mortgage proceeds.

BUYERS have credit approval from \_\_\_\_\_ (lender), \_\_\_\_\_ (loan officer) subject to the terms and conditions of the attached approval letter. Copy of Approval is attached.

B.  **CASH:** BUYERS will pay the balance of the purchase price in cash at the time of closing. This Purchase Agreement is not contingent upon BUYERS obtaining such funds. BUYERS also agree to provide, within three (3) business days, verifiable evidence of the availability of the funds needed to purchase and close.

C.  **CONTRACT FOR DEED.** BUYER will assume SELLERS' loan or contract. See attached addendum.

D.  **OTHER FINANCING TERMS:** \_\_\_\_\_

E. **SALE OF BUYERS' PROPERTY:**

This Agreement is contingent upon the sale and settlement of the BUYERS' property locally known as \_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_. If settlement has not been made by this date, the SELLERS may rescind this Agreement by giving notice to BUYERS that unless sale and settlement of BUYERS' property is made within five (5) business days of such notice, then this Agreement shall be null and void. Unless SELLERS give such written notice, this Agreement shall remain valid until the sale of BUYERS' property.

1. SELLERS reserve the right to continue to offer the Property for sale. Should SELLERS receive another offer which they desire to accept, BUYERS shall have \_\_\_\_\_ hours from the delivery of written notice to waive the "contingency of sale." Notice from the BUYERS to the SELLERS, removing the contingency of sale, shall be timely delivered to the SELLERS along with written verification of BUYERS' financial ability to complete the purchase without the sale of the property referenced above.

2. If BUYERS do timely remove such contingency, this Agreement will remain in full force and effect (but without being contingent on the sale of BUYERS' property). If BUYERS do not timely remove such contingency, SELLERS will immediately return to BUYERS all earnest money paid, this Agreement will be of no further force and effect, and neither party will have any further obligation to the other hereunder.

3. **CLOSING.** Closing shall be on February 28, 20 20 or sooner by mutual agreement.

Buyers' Initials ZK Date 1/24/20 Sellers' Initials SEY MSY Date 1/21/20 Acknowledge they have read this page Revision Date: 1/16

4. **POSSESSION.** If BUYERS timely perform all obligations, possession for the Property shall be delivered to BUYERS as follows:

- A.  At the time of closing.
- B.  On \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ ( A.M.  P.M.)

If for any reason the closing is delayed, the BUYERS and SELLERS may make a separate agreement with adjustments as to the date of possession in the form of an amendment or interim occupancy agreement. Any unpaid balance, rents, interest or insurance for these purposes, shall be adjusted as of the date of possession and shall bear interest at the rate of \_\_\_\_\_% per annum.

5. **REAL ESTATE TAXES.** The SELLERS shall be responsible for all real estate taxes that are attributable to the SELLER'S ownership of the property which shall include taxes that are liens for prior years and taxes that are due and payable for the fiscal year in which the closing occurs.

Subsequent taxes shall be provided for by one of the following methods:

- A.  BUYERS shall be given a credit for all subsequent taxes prorated to the date of the closing. Subsequent taxes shall be calculated using the latest known applicable assessed value(s), roll back(s), exemption(s) and levy of record at the time of closing.
- B.  There shall be no proration of subsequent taxes.

6. **SPECIAL ASSESSMENTS.** SELLERS shall pay in full all Special Assessments and all certified liens of record as of the date of closing. All Association fees, if any, shall also be paid currently by the SELLERS to date of closing. Any preliminary or deficiency assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay such liens when payable, with any unused funds to be returned to the SELLERS without further signatures of the BUYERS. All charges for solid waste, trash removal, sewage, utility bills and assessments for maintenance that are attributable to the SELLERS ownership shall be paid by the SELLERS.

7. **FIXTURES.** All property that integrally belongs to or is part of the Property, whether attached or detached, such as light fixtures, shades, rods, blinds, automatic garage door openers and transmitter units, all drapery rods and curtain rods, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners (unless water softener is rental), automatic heating equipment, air conditioning equipment, wall-to-wall carpeting, mirrors attached to walls or doors, fireplace screen and grate, attached barbecue grills, weather vane, all built-in kitchen appliances, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Property and also including the following: \_\_\_\_\_

Each of the above included items are fixtures that integrally belong to or is a part of the Property. In the event any of the above items are characterized as personal property, such personal property items are not considered a part of the Property and shall be transferred with no monetary value, free and clear of all liens and encumbrances.

The following items shall be excluded: \_\_\_\_\_

8. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS or their assignees, by Warrenty Deed Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of SELLERS continuing up to time of delivery of the deed.

9. **TIME IS OF THE ESSENCE.** Time is of the essence in this Purchase Agreement.

10. **CONDITION OF PROPERTY.**

A. The Property as of the date of this Purchase Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. The SELLERS warrant that the heating, electrical, plumbing, and air conditioning systems, well (if applicable) and all included appliances will whether subject to inspection set forth hereinafter or not, be in good working order and condition as of the date of delivery of possession. In determining whether or not the warranted systems are in good working condition and, for the purpose of inspecting the Property as outlined in Paragraph 10C (1) of this Purchase Agreement, working condition shall be defined as operating in a manner in which the item was designed to operate.

B. **HOME WARRANTY:** A home warranty insurance policy with a duration of \_\_\_\_\_ year(s) is to be ordered and paid for by:  
 SELLERS  BUYERS  N/A  See OTHER PROVISIONS in Paragraph 25.

C. **HOME INSPECTION:** The BUYERS must choose one of the following alternatives relative to the condition and quality of the Property:

- 1)  By \_\_\_\_\_ ( A.M.  P.M.) on \_\_\_\_\_, 20\_\_\_\_, the BUYERS may, at their sole expense, have the Property inspected by a person or persons of their choice, including but not limited to a qualified home inspector, contractor(s), engineer(s), or other such professional(s), to determine if there are major deficiencies in the FOLLOWING MAJOR COMPONENTS of the Property: central heating system, central cooling system, plumbing system, well and well water (if applicable), electrical system, roof, walls, ceilings, floors, foundation and basement. SELLERS and BUYERS acknowledge that the property may have imperfect cosmetic conditions that do not affect the working condition of the item and are not considered major deficiencies, including, but not limited to, broken seals in windows; minor tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, or chips in ceilings, walls, floors; and/or surface cracks in driveways or patios. Failure to meet present construction standards and code requirements is not considered a deficiency in the Property unless it is new construction, or unless that failure produces a condition which creates an unreasonable danger or risk to the Property or to its occupants.

Buyers' Initials

*FA*

Date

*1/24/20*

Sellers' Initials

*SGJ NY*

Date

*1/21/20*

Acknowledge they have read this page

Revision Date: 1/16

**RESPONSE TO HOME INSPECTION FINDINGS:** By the same date indicated in this Section 10C(1), BUYERS must notify the SELLERS in writing of any MAJOR deficiencies for which they are requesting remedies. The notification must be accompanied by a copy of a written inspection report from a qualified inspector identifying the deficiencies. SELLERS shall, within FIVE (5) calendar days after receipt of BUYERS' notification, notify the BUYERS in writing either that (1) SELLERS agree to remedy the deficiencies as requested by BUYERS, in which case this Purchase Agreement as so modified shall be binding on all parties, or (2) SELLERS do not agree to the remedy request in whole or in part and offer a counter proposal to BUYERS. Upon receipt of said counter proposal from SELLERS, the BUYERS shall have FIVE (5) days in which to accept the SELLERS' counter proposal by signing it, or to notify the SELLERS in writing that such steps are not acceptable, in which case, either SELLERS or BUYERS may declare this offer null and void, and any earnest money shall be returned to BUYERS. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM BUYERS, OR, IF BUYERS FAIL TO RESPOND TO THE SELLERS COUNTER PROPOSAL, WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS PURCHASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IF THE SELLERS FAIL TO RESPOND TO THE BUYERS' REMEDY REQUEST WITHIN THE TIME SPECIFIED HEREIN, BUYERS MAY DECLARE THE OFFER NULL AND VOID AND ALL EARNEST MONEY SHALL BE RETURNED.

2)  \_\_\_\_\_ BUYERS acknowledge that they have been advised of their right of property inspection and have declined to make said  
Initials inspection.

**D. RADON INSPECTION:** The BUYERS must choose one of the following alternatives relative to the presence of radon in the home:

1)  By \_\_\_\_\_ ( A.M.  P.M.) on \_\_\_\_\_, 20\_\_\_\_, the Buyers may, at their sole expense, have the Property tested for the presence of radon gas. Such test shall be conducted by an Iowa Certified Radon Specialist. SELLER agrees to sign documents required for the test to be completed and agrees to cooperate with the specialist in carrying out the test. By the same date, BUYERS must notify SELLER in writing of any radon in excess of \_\_\_\_\_ pCi/L. The notification shall be accompanied by a copy of the written radon report. The cost of mitigation, if necessary, shall be negotiated within the time frames and remedies in paragraph 10C(1).

2)  \_\_\_\_\_ BUYERS acknowledge that they have been advised of their right to conduct a radon test and have declined to order  
Initials said test.

**E. TERMITE INSPECTION:** The BUYERS must choose one of the following alternatives relative to wood destroying insects:

1)  By \_\_\_\_\_ ( A.M.  P.M.) on \_\_\_\_\_, 20\_\_\_\_, BUYERS may, at BUYERS' expense, have the Property inspected for termites or other wood destroying insects by a licensed Pest Inspector. If active infestation or damage due to prior infestation is discovered, SELLERS shall have the option of either having the Property treated for infestation by a licensed Pest Exterminator and having any damage repaired to the BUYERS' satisfaction, or declaring this Purchase Agreement void. This provision shall not apply to fences, trees, shrubs, or out buildings other than garages. BUYERS may accept the Property in its existing condition without such treatment or repairs. IF BUYERS ARE OBTAINING VA FINANCING, THEN THE COST OF THE TERMITE INSPECTION SHALL BE BORNE BY THE SELLERS.

2)  \_\_\_\_\_ BUYERS acknowledge that they have been advised of their right of a pest inspection and have declined to make said  
Initials unless required by lending institution at which time said inspection would be at BUYERS' expense and the BUYER will have the same rights as under paragraph 9E(1) if active infestation or damage due to prior infestation is discovered.

**F. SEPTIC SYSTEM INSPECTION:** The BUYERS must choose one of the following alternatives relative to a septic system inspection:

- 1)  SELLERS represent and warrant to BUYERS that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the Property.
- 2)  The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. SELLERS and BUYERS agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.
- 3)  SELLERS and BUYERS agree that this transaction IS exempt from the time of transfer inspection requirements by reason that  
Flood Grant acquisition by Scott County

**G. WELL TEST:** The BUYERS must choose one of the following alternatives relative to a well test:

- 1)  SELLERS represent and warrant to BUYERS that the Property is not served by a well, and there are no known wells on the Property.
- 2)  SELLERS, at SELLERS' expense, shall provide BUYERS, within \_\_\_\_\_ days after acceptance of this offer, a report issued by the county health department, or a qualified testing service, indicating the location of any well on the Property and that water from each well (1) is safe for its intended use and (2) is in sufficient quantity for its intended use. If BUYERS receive an unsatisfactory report, the basis for which cannot be resolved between BUYERS and SELLERS within \_\_\_\_\_ days of receipt thereof, then upon written notice from BUYERS to SELLERS, this agreement shall be null and void and all earnest money paid shall be returned to BUYERS.

H. The BUYERS shall be permitted access to the Property prior to possession or closing, whichever is sooner, in order to determine that there have been no changes in the condition of the Property except those mutually agreed upon and that it is ready for BUYERS' possession. At the time of closing or possession, whichever occurs sooner, BUYERS will accept Property in its present condition without further warranties or guarantees by SELLERS concerning the condition of the Property. This, however, shall not relieve the SELLERS of any liability for any condition(s) that is (are) defined as latent defect(s) or any express written warranties contained in this Purchase Agreement or other written agreement between the parties; nor shall this paragraph relieve the Sellers of any liability for any implied warranty applicable under Iowa law."

Buyers' Initials

*[Handwritten Signature]*

Date

*1/21/20*

Sellers' Initials

*SEY MUY*

Date

*1/21/20*

Acknowledge they have read this page

Revision Date: 1/16

11. **INSURANCE.** SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Purchase Agreement shall be null and void, unless otherwise agreed by the parties. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages.
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. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this offer, and deliver it to BUYERS for examination. It shall show merchantable title in SELLERS' names in conformity with this Purchase Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. If, at the time of closing there remains unresolved title objections, the parties agree to escrow from the sale proceeds a sufficient amount to protect the BUYERS' interests until said objections are corrected, allowing a reasonable time for the corrections of said objections; provided, however, that if the commercial mortgage lender of the BUYERS will not make the mortgage funds available with such escrow, the provisions for escrow for title defects shall not be applicable.
14. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full right of survivorship and not as tenants in common; and BUYERS, in the event of the death of either SELLER, agree to pay any balance of the price due SELLERS under this Purchase Agreement to the surviving SELLER and to accept a deed from the surviving SELLER consistent with paragraph 8.

**BUYERS HEREBY STATE THE DESIRE TO TAKE TITLE IN THE FOLLOWING MANNER:**

Joint Tenants     Tenants in Common     As a single Person     Other Scott County

15. **JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance of this offer, executes this Purchase Agreement only for the purpose of relinquishing of all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.
16. **REMEDIES OF THE PARTIES.**
  - A. If BUYERS fail to timely perform this contract, SELLERS may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at SELLERS' option, upon Thirty (30) days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) SELLERS may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
  - B. If SELLERS fail to timely perform this contract, BUYERS have the right to have all payments made returned to them.
  - C. BUYERS and SELLERS also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
17. **STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
18. **APPROVAL OF COURT.** If the Property is an asset of any estate, trust or conservatorship, this Purchase Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and conveyance shall be made by a Court Officer's Deed.
19. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.
20. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.
21. **SURVEY AND SQUARE FOOTAGE REPRESENTATION.** The BUYERS may, within \_\_\_\_\_ days of acceptance of offer, have the Property surveyed at their expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. Assuming a representation for square footage has been made, BUYERS understand and agree that said representation is only an approximation of the exact number of square feet the Property contains. The BUYERS have the right to obtain their own measurement of square footage.
22. **REAL ESTATE AGENT OR BROKER.** Select one of the following:
  - Neither party has used the services of a real estate agent or broker in connection with this transaction. SELLERS agree to indemnify BUYERS and hold BUYERS harmless from any claim by any real estate agent or broker arising out of or related to this transaction between SELLERS and BUYERS.
  - BUYERS were represented by a real estate agent or broker in connection with this transaction.

Buyers' Initials JA Date 1/20/20 Sellers' Initials SEY MJY Date 1/20/20 Acknowledge they have read this page    Revision Date: 1/16

23. **RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT.** Iowa law requires SELLERS of residential real estate property to deliver to the BUYER a written disclosure statement to reveal the condition of various important aspects of the property characteristics and structure(s). The Seller Disclosure statement **MUST** be delivered to the BUYER either (1) prior to the SELLER accepting a written offer from the BUYER, or (2) prior to the BUYER accepting a written offer from the SELLER.

The Buyer(s) acknowledge receipt of the Residential Property Seller Disclosure Statement prior to executing this Purchase Agreement. A copy of the Residential Property Seller Disclosure Statement is attached to the Purchase Agreement.

Not Applicable

24. **NOTICE.** Any notice required under this Purchase Agreement shall be in writing and shall be deemed effective to BUYERS when physical delivery is received by BUYERS, and effective to SELLERS when physical delivery is received by SELLERS. Physical delivery may be either by personal delivery or upon the date of the posting of said notice posted by Certified Mail. As an alternative to physical delivery, any signed document or written notice may be delivered, as set forth in electronic form by facsimile or e-mail. The facsimile or e-mail delivery confirmation shall constitute notice of delivery. Documents with original signatures shall be provided.

SELLER Email Address: syarham01@gmail.com SELLER Phone: (563) 285-4965  
SELLER Mailing Address: 6 Black Hawk Court Eldridge SELLER Alt. Phone: (563) 349-3443  
IOWA 52748  
BUYER Email Address: \_\_\_\_\_ BUYER Phone: \_\_\_\_\_  
BUYER Mailing Address: \_\_\_\_\_ BUYER Alt. Phone: \_\_\_\_\_

25. **OTHER PROVISIONS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. **TIME FOR ACCEPTANCE.** If this offer is not accepted by SELLERS on this date of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ (  A.M.  P.M.) it shall become void and all payments shall be repaid to the BUYERS.

\*\*\* THIS IS A LEGAL, BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE \*\*\*  
The undersigned have read and agreed to the terms and conditions of this Purchase Agreement.

OFFER DATE: \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ (  A.M.  P.M.)

*Trudy Huey*  
BUYER (PRINT)

*Trudy Huey Scott County*  
BUYER (PRINT)

BUYER (SIGNATURE)

BUYER (SIGNATURE)

**SELLERS' ACCEPTANCE.** The undersigned SELLER(S) of the above property accepts the above offer and agrees to sell this property according to the terms offered on this date of: 01/21/2020, 2020, at 5:30 (  A.M.  P.M.).

**SELLERS' REJECTION.** The undersigned SELLER(S) of the above property rejects this BUYERS' written offer to purchase this property according to the terms offered on this date of: \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ (  A.M.  P.M.).

**SELLERS' COUNTER OFFER.** The undersigned SELLER(S) of the above accepts the above offer subject to the terms and conditions as per the attached Counter Offer on this date of: \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ (  A.M.  P.M.).

*Samuel E. Yarham*  
SELLER (PRINT)

*MARY J. YARHAM*  
SELLER (PRINT)

*Samuel E Yarham*  
SELLER (SIGNATURE)

*Mary J Yarham*  
SELLER (SIGNATURE)

## ARTS

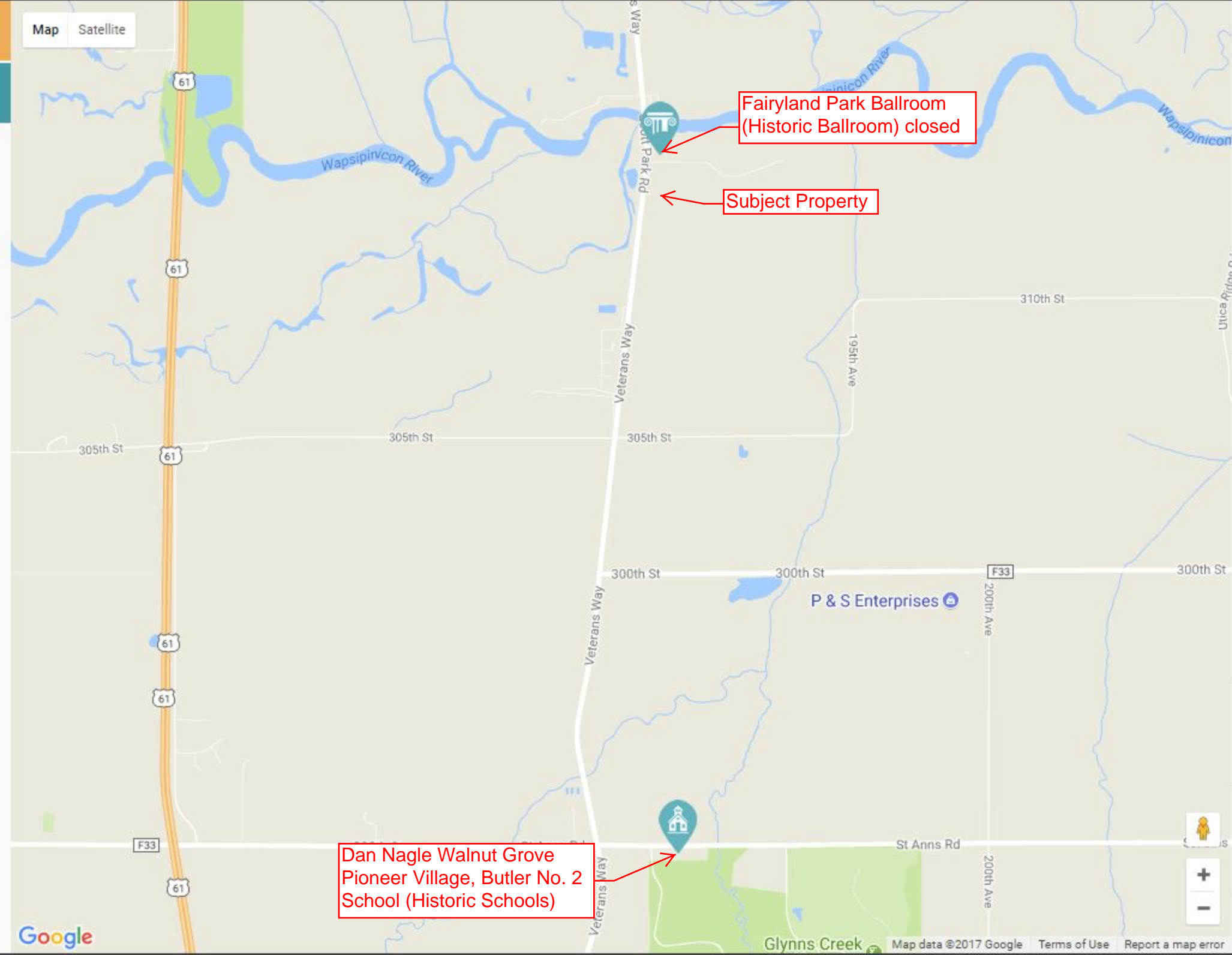
## HISTORY

- Cemeteries
- Historic Ballrooms
- Historic Barns and Farmsteads
- Historic Bridges
- Historic Districts
- Historic Hotels
- Historic Markers
- Historic Schools
- Historic Sites
- Historic Theaters

FILTER BY CITY

UPDATE MAP

CLEAR FILTERS



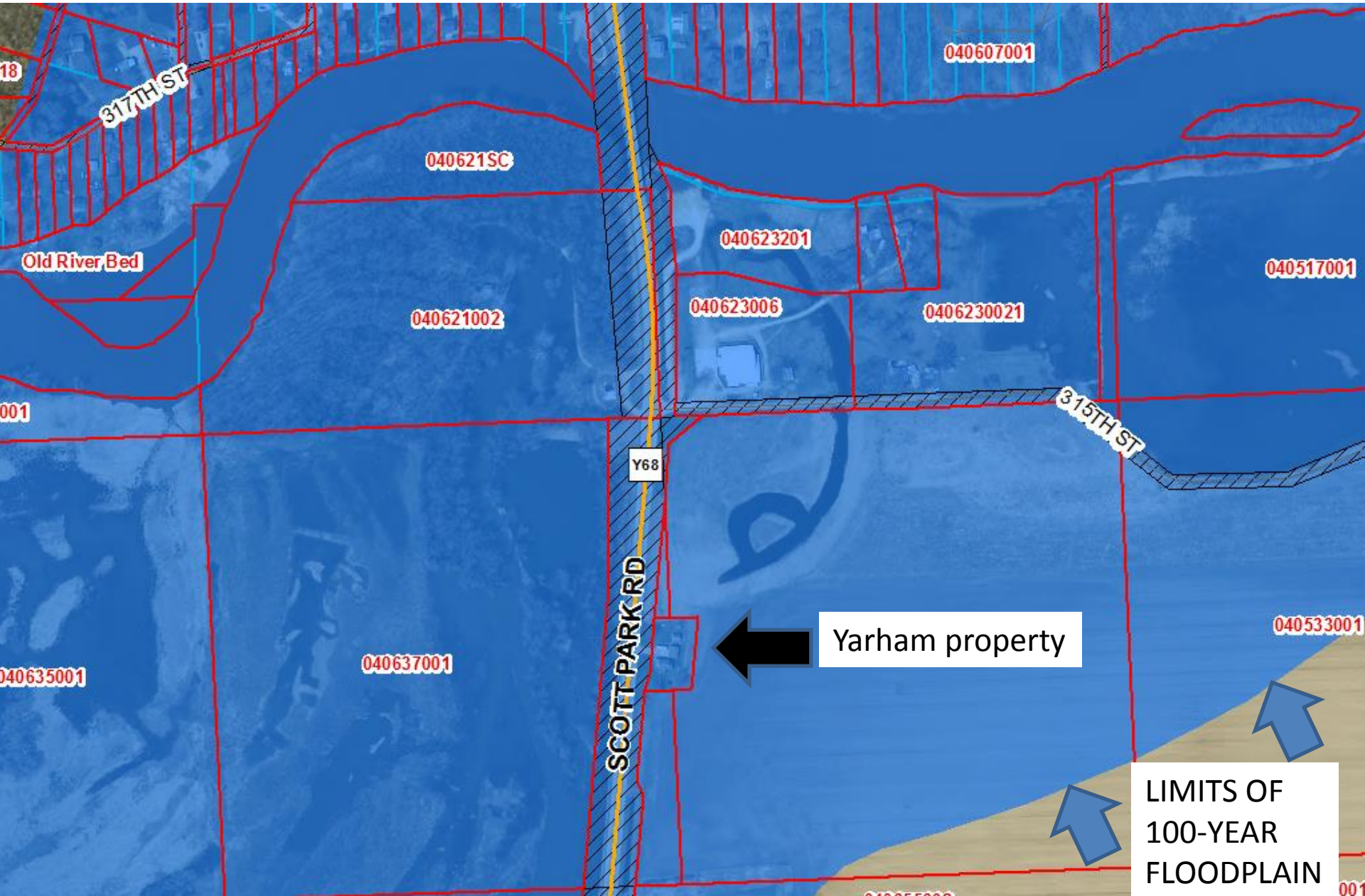
- Lone Star National Historic Landmark**  
LeClaire 82.8mi.
- Dawley House**  
LeClaire 82.8mi.
- Jacob Suiter House**  
LeClaire 82.8mi.
- Antique Archaeology**  
LeClaire 82.8mi.
- Freedom Rock: Scott County**  
LeClaire 82.8mi.
- Buffalo Bill Museum**  
LeClaire 82.9mi.
- George Tromley Jr. House**  
LeClaire 82.9mi.
- Horton-Suiter House**  
LeClaire 82.9mi.
- John Smith House**  
LeClaire 82.9mi.



# Vicinity Map 31379 Scott Park Road



# 100-year Floodplain Limits



# 31379 Scott Park Road



040637001

040637002

040639001

040637001

SCOTT PARK RD

Y68

31379

**PAYMENT DATE**

02/14/2020

**COLLECTION STATION**

Admin-Dir of Budget & Admin

**RECEIVED FROM**

Iowa Homeland Security

**DESCRIPTION**

Iowa FEMA Flood Buyout

**Scott County Treasurer**

600 West 4th Street

Davenport, IA 52801

**BATCH NO.**

2020-00001476

**RECEIPT NO.**

2020-00005857

**CASHIER**

David Farmer

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																														
2300-48121	Non-Dept Maintenance Account Iowa FEMA Flood Buyout 101-11001.00 Cash Default \$118,000.00 101.23.1000.6030-42163.05 Federal (FEMA) Hazard Mitigation G \$118,000.00 2500001-720	\$118,000.00																														
<p style="text-align: right;"><b>Payments:</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Type</th> <th style="text-align: left;">Detail</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>Check</td> <td>70597190</td> <td style="text-align: right;">\$118,000.00</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Cash</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Check</b></td> <td style="text-align: right;"><b>\$118,000.00</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Charge</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Wire</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Other</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Remitted</b></td> <td style="text-align: right;"><b>\$118,000.00</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Change</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Received</b></td> <td style="text-align: right;"><b>\$118,000.00</b></td> </tr> </tbody> </table>	Type	Detail	Amount	Check	70597190	\$118,000.00	<b>Total Cash</b>		<b>\$0.00</b>	<b>Total Check</b>		<b>\$118,000.00</b>	<b>Total Charge</b>		<b>\$0.00</b>	<b>Total Wire</b>		<b>\$0.00</b>	<b>Total Other</b>		<b>\$0.00</b>	<b>Total Remitted</b>		<b>\$118,000.00</b>	<b>Change</b>		<b>\$0.00</b>	<b>Total Received</b>		<b>\$118,000.00</b>	
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Customer Copy

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT  
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY  
THE BOARD OF SUPERVISORS ON \_\_\_\_\_.  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

**RESOLUTION**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**March 5, 2020**

**APPROVAL OF PAYOUT OF GRANT FUNDS RECEIVED FOR THE PURCHASE OF  
PROPERTY LOCATED AT 31379 SCOTT PARK ROAD UNDER THE TERMS OF  
FEMA'S HAZARD MITIGATION GRANT PROGRAM**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

Section 1. WHEREAS, Iowa Homeland Security and Emergency Management Division (HSEMD) through the Federal Emergency Management Agency (FEMA) has approved funding from the Hazard Mitigation Grant Program, in the amount of \$118,000 for the acquisition of the property located at 31379 Scott Park Road;

Section 2. WHEREAS, the offer to purchase said property has been accepted by the property owners, Samuel E. and Mary J. Yarham on January 21, 2020;

Section 3. WHEREAS; Scott County has received payment of said grant funds for this property;

Section 4. THEREFORE BE IT RESOLVED BY THE Scott County Board of Supervisors that the purchase of said property in the amount of \$118,000 is hereby approved.

Section 5. This resolution shall take effect immediately.