



City of LeClaire, Iowa
City Council -Committee of the Whole Meeting Agenda
Monday, August 2, 2021 – 6:00 p.m.
(immediately following the City Council Meeting)
Council Chambers
325 Wisconsin St
LeClaire, IA
[*Electronic Attendance Link*](#)

I. Call to Order with Roll Call

II. Discussion Items:

- A. Fall Fest on the Levee
Ryan Salvador, Council Liaison
- B. Property Acquisition for Huckleberry Park Parking Lot
Amy Blair, Council Liaison
- C. Assignment of Interest - Bach Investments to KJ Excavating for Holst Acres Reimbursement
Chris Ball, City Administrator
- D. City Administrator Report
Chris Ball, City Administrator
- E. Mayor's Report
Mayor Ray Allen

III. Adjournment

Title VI Notice to the Public

It is the policy of the City of LeClaire to assure full compliance with Title VI of the Civil Rights Act of 1964. Related statutes and regulations provide that no person shall on the basis of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity conducted by the City. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact the City Administrator for the City of LeClaire at (563)-289-4242.

Date: 5/11/2021

County: Scott

Project: HUCKLEBERRY PARK PARKING LOT IMPROVEMENTS
Project No.: 56175
Parcel: LeClaire Cemetery; Parcel Number: 850323001
Owner: LeClaire Cemetery Association

**OFFER TO PURCHASE PARTIAL INTEREST IN REAL ESTATE INCLUDING A FEE SIMPLE,
AND ACCEPTANCE**

The City of LeClaire, Iowa (hereinafter referred to as the "City") acting by and through its authorized agent who is the undersigned, hereby offers to purchase certain interest in real estate situated in Scott County, Iowa which is generally described as follows:

1. A property acquisition for a fee simple taking more particularly described as follows:

Parent Parcel: Doc. No. 850323001

A tract of land located in the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 3, Township 78 North, Range 5 east of the 5th P.M., in the city of LeClaire, Scott County, Iowa. Said tract being more particularly described as follows:

Commencing at the northeast corner of Cody's Legacy Addition, an official plat being in and forming a part of the city of LeClaire; thence north 88 degrees 20 minutes 45 seconds east along north line of said southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$, 60.00 feet to the point of beginning; thence continuing north 88 degrees 20 minutes 45 seconds east along said north line, 15.00 feet; thence south 23 degrees 55 minutes 41 seconds west, 34.37 feet to the east right-of-way line of Huckleberry Lane; thence north 01 degrees 56 minutes 55 seconds west along said east right-of-way line, 31.00 feet to the point of beginning.

Containing 233 square feet, more or less, subject to any and all easements of record.

Which property is depicted on the attached as DWG No. 1 (hereinafter referred to as the "Property"), together with any easements and servient estates appurtenant thereto.

1. EXACT DETERMINATION OF AREA

This Offer to Purchase is based on the City's determination of the area and acreage of property to be acquired. The exact acreage of the fee simple taking is shown in the attached acquisition plat, said documents being prepared and provided to the Seller no later than TBD.

2. PURCHASE PRICE

The City offers to purchase the fee simple interest in the property at a price of \$1.00.

Based on the approximate acreages set forth in this offer the purchase price would be as follows:

<u>Interest</u>	<u>Area</u>	<u>Rate</u>	<u>Amount</u>
Fee Simple	233 square feet	LS	\$ 1.00

The purchase price will not be adjusted unless the exact area increases or decreases by more than 10 square feet, in which case the compensation will be adjusted proportionately.

The City shall provide full payment of the purchase price after delivery of the Deed to the City and acceptance thereof by the City Council. The City will pay expenses as required by Iowa Code Section 6B.2B and Section 6B.54, as applicable. This offer shall expire TBD unless an extension is approved by the City.

3. CLOSING

The closing on this acquisition shall be completed at a mutually agreed date between August and September 2021.

4. TITLE AND POSSESSION

The Seller shall deliver the Property Interests immediately upon full payment by the City of the consideration. The Seller hereby grants access to the Property Interests as provided in Paragraph 8.

5. DEED

The Seller shall convey title by Quit Claim Deed, with terms and provisions as per form approved by the City, free and clear of liens and encumbrances, including leasehold interests and leasehold claims, reservations or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of closing, with special warranties as to acts of the Seller up to time of delivery of deed. The Seller agrees that amounts payable by the Seller for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the Purchase Price.

6. ABSTRACT AND TITLE

Seller shall promptly provide Seller's abstract of title to the City for continuation and examination at the City's expense. Seller's abstract of title shall show marketable title in conformity with this agreement, the land title law of the State of Iowa and the Iowa Land Title Standards of the Iowa State Bar Association. In addition, the City may have an abstract created for the portion of the property being purchased by the City, at its expense, which shall become the property of the City when the purchase price is paid in full. The Seller shall pay costs of additional abstracting and/or title work due to act or omission of the Seller, including transfer upon death of the Seller or assigns. An abstract of title for the remainder of the property shall be returned to the Seller at the City's expense.

7. SELLER'S REPRESENTATION AS TO TENANTS

The Seller states and warrants that there are no tenants on the property, except as listed below:

None

The Seller shall convey the property free and clear of lease hold interests and lease hold claims and shall indemnify the City against any such claim as the result of this project.

8. STATUS QUO MAINTAINED

The Seller will preserve the property in its present condition as of the date of this Offer and will deliver it intact at the time possession is given.

9. SPECIAL ASSESSMENTS

The Seller shall pay all special assessments which are a lien on the date of closing.

10. TAXES

- A. The Seller shall pay all real estate taxes for the property that are due and payable as of the date of closing, whether or not such taxes constitute a lien against the property, including any unpaid real estate taxes for prior years.
- B. The Seller shall pay their pro-rated share of the real estate taxes for the fiscal year in which closing occurs that are due and payable in the subsequent fiscal year. Such proration shall be based upon a prorated tax calculation as prepared by the applicable County Assessor's office prior to the closing.
- C. The Seller shall pay the amount due and payable plus the pro-rated share of real estate taxes by means of a deduction of said total amount from the purchase price to be paid to Seller at closing.

D. The City shall be responsible for all subsequent real estate taxes.

11. RIGHT OF ENTRY

The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon and access the property at reasonable times upon reasonable notice, oral or written, from time to time after the date the City submitted its offer to the Seller with said right of entry being for the purposes of inspecting and testing the property. The City agrees to defend, indemnify and hold harmless the Seller from any liability and expense, including reasonable attorney's fees that result from the exercise by the City of its right of entry onto the property prior to Closing.

In particular the Seller grants the City the right of entry to complete engineer surveys.

12. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

13. PURPOSE OF ACQUISITION/EXERCISE OF THE POWER OF EMINENT DOMAIN

The parties acknowledge and agree that the City is acquiring the property subject of this Offer in order to complete a subsequent like kind exchange in order to acquire the exchange property for the construction of a new park access drive. The parties further acknowledge and agree that the City has the authority, under Chapters 6A and 6B of the Code of Iowa, to exercise the power of eminent domain to acquire property for said project, and that the City could have acquired this property by condemnation, should the Seller have declined this Offer. The Seller acknowledges it understands that upon execution of this Offer and the City acceptance thereof, the Seller will be required to remove itself from the property and permanently relocate.

14. SPECIAL PROVISIONS

- A. The chain link fence will be removed and reinstalled, if necessary, to build the access road.
- B. The field fence located on the north of property that interferes with the proposed access will be relocated to the property line with one new post.
- C. Any disturbed grass will be reseeded to existing conditions.

PRESENTED ON BEHALF OF THE CITY ON THE _____ DAY OF _____,
20____.

By: _____
Leo F. Foley, Veenstra & Kimm, Inc. ROW Agent on Behalf of the City of LeClaire

SELLER: ACCEPTED BY THE SELLER ON THE _____ DAY OF _____,
20____.

Eldon Kitchen, Glendale Cemetery President

Acknowledgement

State of _____)

County of _____) ss.

On this ____ day of _____, 20____, before me, a Notary Public, personally appeared _____ (signatory name), to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as his/her voluntary act and deed.

Notary Signature

Notary Public in the state of _____

ACCEPTANCE BY CITY:

Approved and accepted by Resolution No. _____ on _____, 20__ by the City Council of the City of LeClaire, Iowa.

Ray C. Allen, Mayor

Index Legend	
City:	LeClaire, Iowa
County:	Scott
Parcel ID:	850323001
Description:	Pt. SW 1/4 NE 1/4 Sec 3-78-5
Proprietor:	LeClaire Cemetery Association
Surveyor:	Eric M. Green
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000

ACQUISITION PLAT

ACQ-01

PROPERTY OWNER:
LECLAIRE CEMETERY ASSN
PO BOX 569
LECLAIRE IA 52753
Document # 11313-74

FOR PUBLIC RIGHT-OF-WAY BEING CONVEYED TO
THE CITY OF LECLAIRE, IOWA

PROPERTY ADDRESS:
600 S 14TH ST
LECLAIRE IA 52753

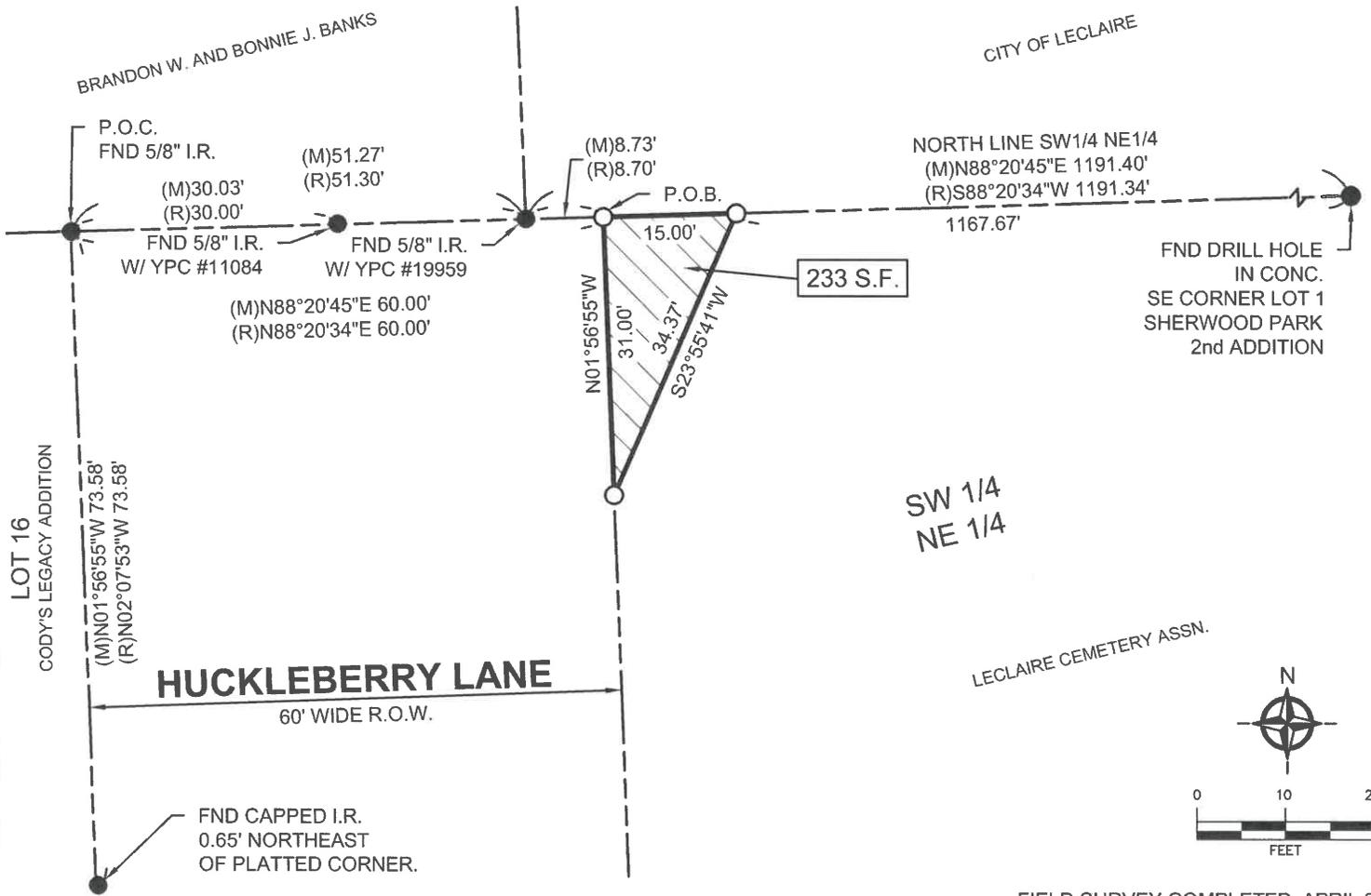
LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 5 EAST OF THE 5th P.M., IN THE CITY OF LECLAIRE, SCOTT COUNTY, IOWA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF CODY'S LEGACY ADDITION, AN OFFICIAL PLAT BEING IN AND FORMING A PART OF THE CITY OF LECLAIRE; THENCE NORTH 88 DEGREES 20 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 20 MINUTES 45 SECONDS EAST ALONG SAID NORTH LINE, 15.00 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 41 SECONDS WEST, 34.37 FEET TO THE EAST RIGHT-OF-WAY LINE OF HUCKLEBERRY LANE; THENCE NORTH 01 DEGREES 56 MINUTES 55 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 31.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 233 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



FIELD SURVEY COMPLETED: APRIL 2021

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- SET 5/8" REBAR W/YELLOW CAP#17758 (UNLESS NOTED)
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- - - - PROPERTY LINE
- ▨ RIGHT-OF-WAY ACQUISITION 233 SQ.FT.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

ERIC M. GREEN, P.L.S. DATE 7/8/2021

License Number: 17758
My license renewal date is DECEMBER 31, 2021
Pages or sheets covered by this seal:

SHEET 1 OF 1

SURVEY FOR:
CITY OF LECLAIRE
325 WISCONSIN ST
LECLAIRE IA 52753



VEENSTRA & KIMM, INC.

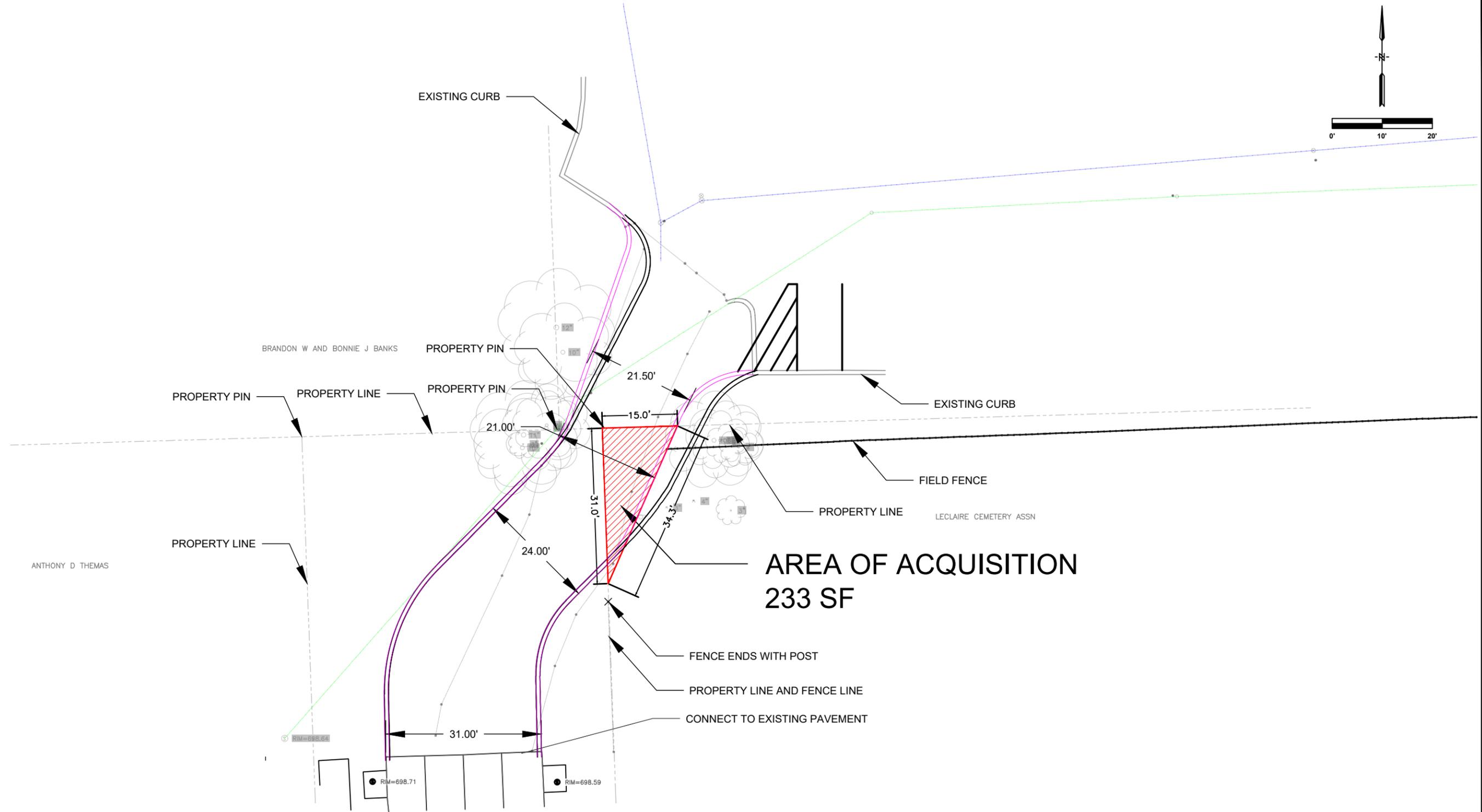
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

SHEET
1 OF 1

V&K PROJECT NUMBER 56175 DATE: 5-5-21

PLOTTED: Monday, June 28, 2021 1:00:58 PM

X-REFS: 56175 additi topo 2
FILE PATH: C:\USERS\KROBINSON\DOCUMENTS\TEST HUCKLEBERRY



DATE	REVISIONS	SCALE	AS NOTED
6/28/2021	ADJUSTED DRIVEWAY SO ROW ACQUISITION IS 15' ON NORTH SIDE	DRAWN	KMR
		CHECKED	LFF
		APPROVED	LFF
		DATE	04/14/2021
		ISSUED FOR	REVIEW

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 = NOT ONE INCH ON THIS SHEET. ADJUST SCALES ACCORDINGLY.



VEENSTRA & KIMM, INC.

HUCKLEBERRY PARK PARKING LOT
CITY OF LECLAIRE

1800 5th Ave • Rock Island, Illinois 61201
309-796-7590 • 309-797-0996(FAX) • 877-241-9010(WATS)

NEW ACCESS DRIVE
PROPOSED LAYOUT
REVISION

DWG. NO.
1
REV 1
PROJECT 56175