

MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator
Randy Hill, Director of Public Works
Steven Boka, Director of Planning, Zoning & Building Safety
Jon Lutz, Muscatine City Engineer

From: Jim Rudisill, Planning/CD Coordinator

Date: August 30, 2012

Re: **Mad Creek Sewer Extension Easements**

INTRODUCTION: The Mad Creek Sewer Extension Project is planned to begin this year and run through next construction season. In order to complete the work, temporary and permanent easements from five property owners must be acquired by the city. Negotiations to complete the easements have been conducted with the property owners and a list of the settlements is attached.

BACKGROUND: The City of Muscatine has traditionally used a 20% value of the assessed valuation to determine the respective values of temporary easements; and 40% of the assessed valuation to establish the value of permanent easements. Since some of property involved in these easements is agricultural, the average per acre value of agricultural ground in Muscatine was used to determine the value for some parcels. The full assessed value has been used to establish the property's complete value in cases where right of way is being donated. The final value/cost is determined by first establishing the square footage cost of the property, based on the assessed value; and then multiplying that square footage cost by the square footage of the easement. Adjustments to these base values are made for riparian and landscape vegetation that may be present on these properties. Those figures were determined by the Muscatine Community Development Department and approved by Public Works Director Randy Hill, Community Development Director Steve Boka and/or City Administrator Gregg Mandsager.

RECOMMENDATION/RATIONALE: Approval of the easements and other documents is recommended

BACKUP INFORMATION:

1. Log of Approved Compensation Estimates
- 2.
- 3.
- 4.

RESOLUTION NO. _____

**RESOLUTION TO ACCEPT EASEMENTS FOR THE 2012 MAD CREEK
SEWER EXTENSION PROJECT**

WHEREAS, the City is undertaking a project to extend an existing sewer service to the Clearview (Ripley) Mobile Home Court in 2012; and

WHEREAS, it is necessary for the City to obtain temporary and permanent easements from certain property owners in and around the Clearview/Ripley Mobile Home Community area to begin and complete this project; and

WHEREAS, each property owner has been contacted and discussed separate conditions for each of their easements; and

WHEREAS, the property owners have agreed to either donate or receive payments for the easements provided to the city; and the city has agreed to construct the extension without any additional cost to the property owners;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA** that the attached list of easements from property owners be accepted by the City under the conditions and for the considerations described in each easement.

PASSED, APPROVED AND ADOPTED this 6th day of September 2012.

**BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA**

Attest:

DeWayne M. Hopkins, Mayor

Gregg Mandsager, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this _____ day of _____ 2012, by and between Robert Petersen (Owner) and the City of Muscatine, Iowa (City).

WHEREAS, the City wishes to acquire temporary and permanent easements (Easement Area) to certain real estate of the Owner for the extension of sanitary sewer services only, as described and shown on the attached Exhibit A: Permanent Sanitary Sewer Easement; and by this reference made a part hereof; and

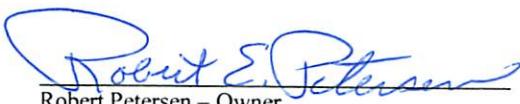
WHEREAS, the City also wishes to induce the Owner to voluntarily agree to an annexation into the City of all the parcels belonging to him in Section 13, Township 77, Range 2W; and Section 18, Township 77, Range 1W as wholly or partially shown or described in the attachment; and

WHEREAS the Owner wishes to receive certain considerations as conditions to such voluntary annexation and easements;

NOW, THEREFORE, it is hereby agreed by and between the Owner and the City as follows:

1. The Owner agrees to cooperate in a voluntary annexation of property, as described in the attachment and/or this memorandum, into the City.
2. The Owner also grants to the City all Easements necessary for a sanitary sewer extension only to the Clearview (Ripley) Mobile Home Park; limited to the area described and located as the Easement Area, as described in the attachment hereto attached and by this reference made a part hereof.
3. The City agrees that it shall permit Robert Petersen, his children, grandchildren and other members of their immediate households to hunt on all land annexed into the City, provided the Owner and all individuals comply with all state hunting and other laws and regulations that shall apply; and provided the amount of ground available for hunting is at least 50 contiguous acres in size.
4. The City shall provide, at no cost to the Owner, two low-water stream crossing sites; and, if necessary to prevent trespassing and allow the City access, a gated entrance at one site. All sites shall be designated by the Owner upon consultation and acceptance by the city engineer.
5. The City shall pay the sum of \$30,000.00 in return for such Easements, provided the Owners agree to the voluntary annexation as described.
6. This Agreement shall be binding upon and shall inure to the benefit of the City, the City's successors interest, legal representatives and assigns, subject to the limits previously identified in this agreement or subject to state law and regulations.

Signed this _____ day of _____ 2012



Robert Petersen – Owner

DeWayne M. Hopkins – Mayor (City of Muscatine)

Attest:

Gregg Mandsager, Clerk (City of Muscatine)

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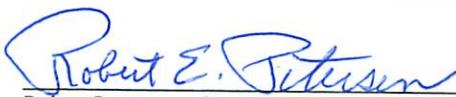
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Signed this _____ day of _____ 2012



Robert Petersen – Owner

DeWayne M. Hopkins – Mayor (City of Muscatine)

Attest:

Gregg Mandsager, Clerk (City of Muscatine)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this _____ day of _____ 2012, by and between Ralph E. Hoag (aka Ralph Hoag) and Walter E. or Joyce M Hoag (Owner) and the City of Muscatine, Iowa (City).

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WHEREAS, the City also wishes to induce the Owner to voluntarily agree to an annexation into the City of the following parcels belonging to them and located in Section 13, Township 77, Range 2W, 0813376012 and 0813451003, as wholly or partially shown or described in the attachment; and

WHEREAS the Owner wishes to receive certain considerations as conditions to such voluntary annexation and easements;

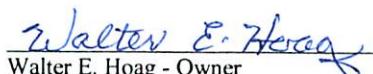
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3. The City shall coordinate with the Owner; and at no cost to the Owner; gating and fencing in order to protect cattle and enhance grazing opportunities during construction; and provide adequate access to the City for future maintenance needs. All sites shall be designated by the Owner upon consultation and acceptance by the city engineer.
4. The City shall pay the sum of \$10,000.00 in return for such Easements, provided the Owners agree to the voluntary annexation as described.
5. This Agreement shall be binding upon and shall inure to the benefit of the City, the City's successors interest, legal representatives and assigns, subject to the limits previously identified in this agreement or subject to state law and regulations.

Signed this _____ day of _____ 2012


Ralph E. Hoag (aka Ralph Hoag) – Owner

DeWayne M. Hopkins – Mayor (City of Muscatine)


Walter E. Hoag - Owner

Attest:


Joyce M. Hoag - Owner

Gregg Mandsager, Clerk (City of Muscatine)

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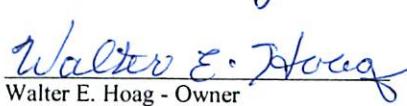
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Signed this 23 day of August 2012


Ralph E. Hoag (aka Ralph Hoag) - Owner

DeWayne M. Hopkins - Mayor (City of Muscatine)


Walter E. Hoag - Owner

Attest:


Joyce M. Hoag - Owner

Gregg Mandsager, Clerk (City of Muscatine)

LANDOWNERS and PROPERTY DESCRIPTION - MAD CREEK SEWER EXTENSION -
2012

Parcel Description	Parcel #	Property Owner	Total Parcel Size (SF) ¹	Land Class	Value ² (land only)	Acquisition 1	Acquisition 2	Average Assessed Value	SF 1	Value 1 ³	SF 2	Value 2 ³	Special Features	Total Value	Acquisition Method
18.56 A E OF HY NE NW	8.24E+08		822,413		\$129,941	Temporary Construction Easement	Permanent Easement								
W 28.14 AC NW NE	8.24E+08	Seco Investment Company	1,227,085	Agricultural	\$193,879	Temporary Construction Easement	Permanent Easement	\$111,886	70.132	\$2,216.17	47,045	\$2,973.24	\$0.00	\$5,189.42	Donation
EX PARCELS K&O 2.5 A E OF HY SE NW	8.24E+08		74,923		\$11,838	Temporary Construction Easement	Permanent Easement								
IRR TRACT S OF SD W 1/2 SE 1/4 (13-77-2W)	8.13E+08	Ralph E. (1/4) Ralph Hoag (1/4) & Walter E or Joyce M. Hoag (1/2)	1,963,685	Agricultural	\$310,262	Temporary Construction Easement	Permanent Easement	\$310,262	80.150	\$969.33	53,579	\$1,295.97	\$7,734.70	\$10,000.00	Cash Payment
TRACT IN SE COR NW SE OF 13-77-2W	8.13E+08		135,907		\$21,473	Temporary Construction Easement	Permanent Easement								
(EX TRACT NW COR) NE SE OF 13-77-2W	8.13E+08	Robert E. & Judith I (deceased) Petersen	1,576,436		\$249,077	Temporary Construction Easement	Permanent Easement								
SE COR SE NE OF 13-77-2W	8.13E+08	416,434 & Residential	364,597	Agricultural & Residential	\$65,797	Temporary Construction Easement	Permanent Easement	\$120,746	210.830	\$2,549.78	140.263	\$3,392.68	\$24,057.54	\$30,000.00	Cash Payment
IRR TRACT NE COR SE NE OF 13-77-2W	8.13E+08		1,327,709		\$57,606	Temporary Construction Easement	Permanent Easement								
TRACT N & W OF CORP LINE SW NW OF 18-77-1W	9.18E+08				\$209,778	Temporary Construction Easement	Permanent Easement								
N 17.8 NW SE OF 18-77-1w	9.18E+08	Community Bank	775,368	Commercial	\$176,910	Temporary Construction Easement	Permanent Easement	\$176,910	13,939	\$636.07	8276	\$755.31	\$0.00	\$1,391.38	Donation

LANDOWNERS and PROPERTY DESCRIPTION - MAD CREEK SEWER EXTENSION
2012