

April 7, 2015

To: Mayor Bemrich and City Council

From: David Fierke, City Manager

Subject: Property Disposition

A 15' strip of land located between the City's Central Maintenance Facility, 3001 8th Avenue South and Northern Lights Distributing, 2949 8th Avenue South



ACTION: For vote Monday, April 13, 2015

Brief History

As part of Phase 1C of the East Region Storm Sewer Project, the City will need to acquire interests in ROW from Garst Properties LC, 2949 8th Avenue South. Garst has proposed a property "swap" with the City requesting a 15' strip of land between the City's Central Maintenance Facility at 3001 8th Avenue South and the Northern Lights Distributing facility at 2949 8th Avenue South. The terms of the property "swap" are spelled out in a Memorandum of Understanding between the City and Garst.

Analysis of Issue

Disposing of this property would allow for Garst to expand and enhance the east drive entrance into their facility.

Budget Impact

There will be no budget impact from the disposal of this property.

Strategic Plan Impact

Policy D.4.2: Advanced planning for all infrastructure facilities shall be supported and routinely updated. Facilities benefited by advanced planning shall include, at minimum, schools, health care, residential areas, roads, water, sewer, storm water management, parks, recreation, and greenways.

Existing Plan Impact

The disposal of this property is consistent with the Envision 2030 Plan.

Subcommittee or Commission Review / Recommendation

None

Staff Conclusions / Recommendations

Staff recommends approval of the disposal of this property under the terms of the Memorandum of Understanding.

Alternatives

The only alternative would be to not dispose of this property, which is not recommended.

Implementation and Accountability

If this resolution is approved, the Memorandum of Understanding between the City and Garst will become effective.

Signed

Approved



Vickie L. Reeck
Community Development Manager

David R. Fierke
City Manager

Prepared by Vickie Reeck, Department of Business Affairs & Community Growth, 819 1st Ave S, Fort Dodge, IA 50501
(515) 573-8321

Mail recorded documents to: Department of Business Affairs & community Growth, 819 1st Ave S, Fort Dodge, IA 50501

RESOLUTION NO. _____

**RESOLUTION APPROVING THE OFFERING OF PROPERTY FOR SALE AND
METHOD OF SELECTING A DEVELOPER FOLLOWING PUBLIC HEARING**

WHEREAS, the City is fee simple owner of real estate located in Fort Dodge,
Iowa and further described as:

PARCEL "A" OF LOT 1

PART OF LOT 1 OF "SOUTH LAWN", AUDITOR'S PLAT FOR TAXATION PURPOSES OF THE
SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 89 NORTH, RANGE
28 WEST OF THE 5TH P.M., CITY OF FORT DODGE, WEBSTER COUNTY, IOWA AND
DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID
"SOUTH LAWN" AUDITOR'S PLAT; THENCE SOUTH 89°53'24" EAST ALONG THE SOUTH
LINE OF SAID LOT 2, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°14'05" EAST, 356.84
FEET; THENCE NORTH 89°53'24" WEST, 15.00 FEET TO THE WEST LINE OF SAID LOT 1;
THENCE NORTH 00°14'05" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF
356.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,353 S.F.).
AND

PARCEL "A" OF LOT 2

A PART OF LOT 2 OF "SOUTH LAWN", AUDITOR'S PLAT FOR TAXATION PURPOSES OF
THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 89 NORTH,
RANGE 28 WEST OF THE 5TH P.M., CITY OF FORT DODGE, WEBSTER COUNTY, IOWA AND
DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2;
THENCE NORTH 00°14'05" WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF
599.36 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 8TH AVENUE SOUTH; THENCE
SOUTH 89°53'24" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 15.00 FEET; THENCE
SOUTH 00°14'05" EAST, 599.36 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE
NORTH 89°53'24" WEST ALONG THE WEST ALONG THE SOUTH LINE OF SAID LOT 2, A
DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.21 ACRES
(8,990 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

and,

WHEREAS, the City has no use for said real estate except as hereinafter set out;
and,

WHEREAS, a public hearing was held on the 13th day of April, 2015 at 6:00 p.m.
following notice on such disposal pursuant to Section 364.7 of the Code of Iowa;
and,

WHEREAS, it is deemed in the public interest to dispose of the said real estate to
Garst Building LC under the terms specified in the attached Memorandum of
Understanding.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF FORT DODGE, IOWA:

1. That objections, if any, presented at the public hearing be and the same are hereby overruled.
2. That said property be transferred to Garst Building LC under the terms and conditions in the Memorandum of Understanding.

PASSED AND APPROVED by the Fort Dodge City Council this _____ day of _____, 2015.

AYES: _____
NAYS: _____
OTHER: _____

CITY OF FORT DODGE, IOWA

By: _____
Matt Bemrich, Mayor

ATTEST:

Jeff Nemmers, City Clerk

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF FORT DODGE, IOWA
AND GARST BUILDING LC**

THIS AGREEMENT, made and entered into this 23rd day of March, 2015, by and between the City of Fort Dodge, Iowa, an Iowa Municipal Corporation (The "City") and Garst Building LC ("Garst")

WITNESSETH

WHEREAS, the City is undertaking Phase 1C of the East Region Storm Sewer Project; and,

WHEREAS, in order to complete said project the City will need to acquire certain property rights from Garst; and,

WHEREAS, Garst desires to obtain property from the City in order to widen and enhance the east drive entrance off of 8th Avenue South, as well as expand the parking lot area.

NOW, THEREFORE, the parties agree to the following stipulations:

Garst agrees to:

1. Provide the City a Temporary Construction Easement needed for Phase 1C of the East Region Storm Sewer Project. Said temporary easement will be in effect for the 2015 construction season (approximately April 1, 2015 – December 1, 2015) and is described as follows:

A PART OF LOT 4 OF "SOUTH LAWN", COUNTY AUDITOR'S TAXATION PLAT OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 28 WEST OF THE 5TH P.M., AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF FORT DODGE, WEBSTER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 89° 54' 50" WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 250.02 FEET; THENCE SOUTH 00° 15' 31" EAST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 15' 31" EAST, 767.95 FEET; THENCE NORTH 89° 44' 29" EAST, 15.00 FEET; THENCE SOUTH 00° 15' 31" EAST, 57.25 FEET; THENCE NORTH 52° 59' 52" WEST, 31.41 FEET; THENCE NORTH 00° 15' 31" WEST, 806.23 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 8TH AVENUE SOUTH; THENCE SOUTH 89° 54' 50" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.20 ACRES (8,873 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

2. Provide the City fee title to the following properties (exact legal descriptions to be determined at the time of transfer of property):

- a. An approximately 100' x 200' parcel of land located at the south end of Lot 3 of "South Lawn", Auditor's Plat for Taxation Purposes of the Southwest ¼ of the Northeast ¼ of Section 28, Township 89 North, Range 28 West of the 5th P.M., City of Fort Dodge, Webster County, Iowa.
- b. Approximately, the South 75' feet of Lot 4 of "South Lawn", Auditor's Plat for Taxation Purposes of the Southwest ¼ of the Northeast ¼ of Section 28, Township 89 North, Range 28 West of the 5th P.M., City of Fort Dodge, Webster County, Iowa.

The City agrees to:

1. Provide Garst fee title to the following described property, following public hearing for disposal:

PARCEL "A" OF LOT 1

A PART OF LOT 1 OF "SOUTH LAWN", AUDITOR'S PLAT FOR TAXATION PURPOSES OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 28 WEST OF THE 5TH P.M., CITY OF FORT DODGE, WEBSTER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID "SOUTH LAWN" AUDITOR'S PLAT; THENCE SOUTH 89°53'24" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°14'05" EAST, 356.84 FEET; THENCE NORTH 89°53'24" WEST, 15.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°14'05" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 356.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,353 S.F.).

AND

PARCEL "A" OF LOT 2

A PART OF LOT 2 OF "SOUTH LAWN", AUDITOR'S PLAT FOR TAXATION PURPOSES OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 28 WEST OF THE 5TH P.M., CITY OF FORT DODGE, WEBSTER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00°14'05" WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 599.36 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 8TH AVENUE SOUTH; THENCE SOUTH 89°53'24" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 15.00 FEET; THENCE SOUTH 00°14'05" EAST, 599.36 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89°53'24" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.21 ACRES (8,990 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD

See attached plats of survey

2. At City expense, relocate electrical facilities currently on the east side of Garst property.

All parties of this agreement hereby and herewith agree to hold harmless and indemnify each of the other parties, their employees or representatives, from any and all liability to which they may be subject, arising out of the execution of this agreement.

This is the complete and final agreement of the parties and no statement not herein contained has been relied upon by any party in affixing their signature hereto.

All parties warrant that they have full and sufficient authority to execute this agreement and each party will sign whatever document is necessary to effectuate this agreement.

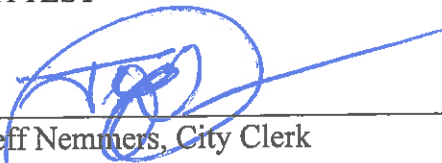
IN WITNESS WHEREOF, we have affixed our signatures hereto.

CITY OF FORT DODGE, IOWA

ATTEST



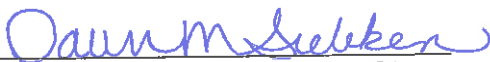
By: Matt Bemrich, Mayor

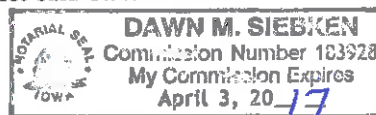


Jeff Nemmers, City Clerk

STATE OF IOWA, WEBSTER COUNTY, ss:

On this 3rd day of April, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Matt Bemrich and Jeff Nemmers to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said Mayor and City Clerk as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.


Notary Public in and for said State of Iowa



GARST BUILDING LC

By: Nicholas Garst, Owner & Registered Agent

STATE OF IOWA, WEBSTER COUNTY, ss:

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Nicholas Garst, to me personally known, who being by me duly sworn, did say that he is the Owner and Registered Agent, of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Owner and Registered Agent as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said State of Iowa