

June 4, 2014

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
Subject: Property Disposition: A portion of Lot 1 of Elmhurst Heights Extension in the City of Fort Dodge, consisting of approximately 1,737 s.f.



ACTION: For vote Monday, June 9, 2014

Brief History

In 2013, the City acquired property for the 10th Avenue North Improvement project. There remains residual property that was not needed for the project. An adjacent property owner to the North, Matt and Angie Tracy, will be required to demolish their existing garage and reconfigure the placement on the lot as a result of this project. In order to do so, they will need additional land to the south, which is currently owned by the City.

Analysis of Issue

Disposing of this property will allow the adjacent property owner to rebuild their garage within the constraints of the project area. It will also put the property back on the tax rolls.

Budget Impact

The only budget impact as a result of this action would be the additional taxes generated from this property, which would be realized by the general fund.

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 approving the disposition of this property to the Tracy's as part of the Memorandum of Understanding that has been negotiated.

Alternatives

The only alternative would be to not dispose of this property, which would delay the 10th Avenue North Improvement Project.

Implementation and Accountability

If this resolution is approved, the property will be transferred to the Tracy's.

Signed

Approved



Vickie L. Reeck
Community Development Manager

David R. Fierke
City Manager

RESOLUTION NO. _____

**RESOLUTION APPROVING THE DISPOSAL OF PROPERTY FOLLOWING
PUBLIC HEARING**

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

A portion of Lot 1 of Elmhurst Heights Extension in the City of Fort Dodge, consisting of approximately 1,737 s.f. (see attached plat)

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 9th day of June, 2014 at 6:00 p.m. pursuant to notice on such disposal pursuant to Section 364.7 of the Code of Iowa; and,

WHEREAS, a Memorandum of Understanding, which includes the disposal of this property to the adjacent property owners, Matthew M. and Angela M. Tracy, has been reached; and,

WHEREAS, it is deemed in the public interest to dispose of said real estate to Matthew M. and Angela M. Tracy for the reconstruction of their garage and driveway to coincide with the 10th Avenue North Improvements Project.

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 Matthew M. and Angela M. Tracy pursuant to the terms and conditions of the Memorandum of Understanding attached hereto and made a part hereof as though set out at length herein pursuant to Section 364.7 of the Code of Iowa.

Be it further resolved that the Mayor and Clerk be and they are hereby directed and authorized to execute all documents necessary to effectuate this resolution.

PASSED AND APPROVED by the City Council of the City of Fort Dodge, Iowa, this _____ day of _____, 2014.

AYES: _____

NAYS: _____

OTHER: _____

City of Fort Dodge, Iowa

Matt Bemrich, Mayor

ATTEST:

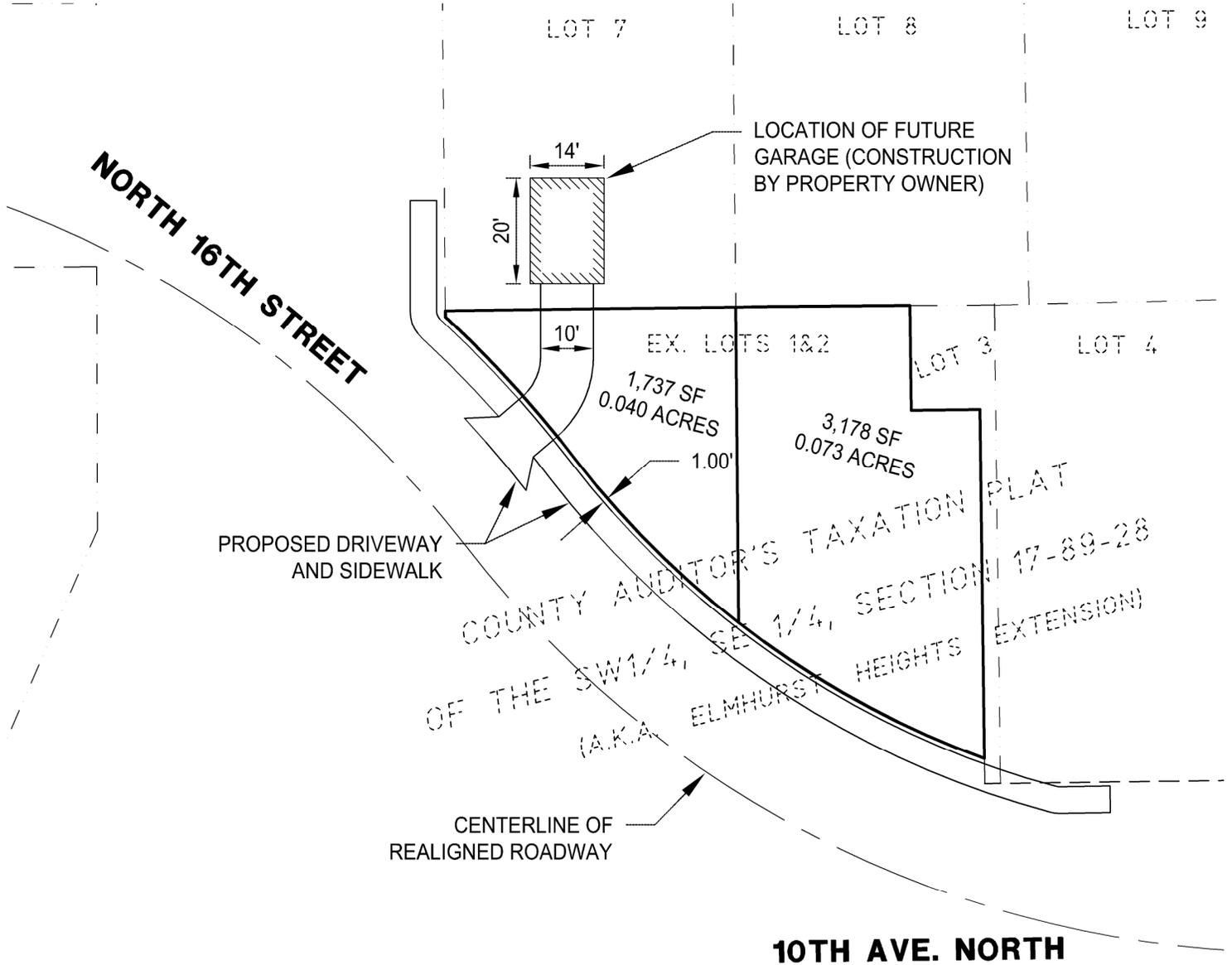
Jeff Nemmers, City Clerk

STATE OF IOWA, WEBSTER COUNTY, ss:

On this ____ day of _____, 2014 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.

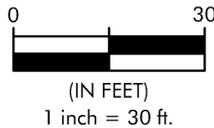
Notary Public

CITY OF FORT DODGE - 10th AVENUE NORTH IMPROVEMENTS



McCLURE
ENGINEERING CO.
building strong communities.

1360 NW 121ST STREET
SUITE A
CLIVE, IOWA 50325
515-964-1229
fax 515-964-2370



**VACANT LOT
EXHIBIT**
REVISED 2014 04 14

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF FORT DODGE, IOWA
AND
MATTHEW M. AND ANGELA M. TRACY**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the City of Fort Dodge, Iowa, an Iowa Municipal Corporation (The "City") and Matthew M. and Angela M. Tracy ("Tracy's").

WITNESSETH

WHEREAS, as part of the 10th Avenue North Sewer and Street Realignment Project, the existing garage at 1603 11th Avenue North, owned by Matthew M. and Angela M. Tracy, will need to be reconfigured and the driveway moved to 10th Avenue North to provide a safer distance from the intersection of North 16th Street and 10th Avenue North, and,

WHEREAS, the Tracy's have agreed to have the work completed; and,

WHEREAS, the City agrees to pay for said work.

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

The Tracy's agree to:

1. Demolish and dispose of the existing garage, slab and driveway;
2. Pour a slab and furnish all materials and labor to construct a replacement garage;
 - a. Garage location shall be determined by plans provided by McClure Engineering;
 - b. Size of garage shall be at the discretion of the Tracy's, provided it meets all building codes and zoning ordinance;
3. Replace and move the existing privacy fence to the new property line and connect to new garage;
4. Provide 450 s.f. temporary construction easement, as shown on the attached plat;

The City agrees to:

1. Pay the Tracy's \$23,281 for the following:
 - a. \$21,000 for the demolition and disposal of the existing garage, slab and driveway and construction of the new garage, slab and driveway;
 - b. \$2,000 to replace and move the existing privacy fence along the new property line and connect to new garage;

- c. \$200 for storage during the construction process;
- d. \$81 for 450 s.f. temporary construction easement;

2. Deed to the Tracy's the following described property:

A portion of Lot 1 of Elmhurst Heights Extension in the City of Fort Dodge, consisting of approximately 1,737 s.f. (see attached plat);

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

Matt Bemrich, Mayor

Jeff Nemmers, City Clerk

STATE OF IOWA, WEBSTER COUNTY, ss:

On this ____ day of _____, 2014, 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

Matthew M. Tracy

Angela M. Tracy

STATE OF IOWA, WEBSTER COUNTY, ss:

On this ____ day of _____, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew M. Tracy and Angela M. Tracy, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County and State