

April 6, 2015

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
Subject: Lease Agreement
Wayne R. Rentz



ACTION: For vote Monday, April 13, 2015

Brief History

The City of Fort Dodge recently acquired property at 115 2nd Avenue NW with the intentions of demolishing the structures to provide further cleanup of the riverfront. The property owner to the west, Wayne R. Rentz, is interested in combining the City property with his property for additional greenspace. He has offered to undertake the demolition and clean up of the site in exchange for the property.

Analysis of Issue

The City is unwilling to dispose of the property at this time, but would be willing to provide a short-term lease to Mr. Rentz, with the possibility of disposition at the end of the term of the lease.

Budget Impact

By entering into this lease agreement with Mr. Rentz, the City will save the demolition costs of \$4,769.18. Should the City decide not to dispose of the property at the end of the lease, a payment will be due to Mr. Rentz in the amount of \$5,500.00.

Strategic Plan Impact

Policy C.1.5: The rehabilitation, reuse, or removal of currently unused or underutilized structures, sites and infrastructure shall be accomplished.

Policy D.1.10: Development activities in the 100-year floodplain shall be carefully controlled. If development must occur, low intensity uses such as open space, recreation and adequately buffered agricultural activities shall be preferred.

Existing Plan Impact

The approval of this Lease Agreement is consistent with the Envision 2030 Plan.

Subcommittee or Commission Review / Recommendation

None

Staff Conclusions / Recommendations

Staff recommends the approval of the attached Lease Agreement.

Alternatives

The only alternative would be to not to approve the attached Lease Agreement and proceed with demolition of the structure through competitive bidding.

Implementation and Accountability

If the attached agreement is approved, the staff of the Department of Business Affairs and Community Growth will oversee the project to ensure the terms of the lease are met.

Signed

Approved



Vickie Reeck
Community Development
Manager

David Fierke
City Manager

RESOLUTION NO. _____

**RESOLUTION APPROVING LEASE AGREEMENT WITH
WAYNE R. RENTZ**

WHEREAS, the City currently owns the property located at 115 2nd Avenue NW and legally described as follows:

Lot 1 in Block 8 in North Fort Dodge, Webster County, Iowa, except land condemned for public road right-of-way as shown in Book 189, Page 237 in the records of the Webster County Recorder; and,

WHEREAS, Wayne R. Rentz owns and resides at the property to the west and desires to combine the City's property with his property to create additional greenspace; and,

WHEREAS, Mr. Rentz has offered to undertake the demolition and clean up of the site in exchange for ownership of the property; and,

WHEREAS, the City is unwilling to dispose of the property at this time, but would be willing to provide a short-term lease with the option of disposition at the end of the term of the lease.

NOW, THEREFORE, BE IT RESOLVED that the attached Lease Agreement, negotiated between the City and Mr. Rentz be and the same is hereby approved and the Mayor and Clerk are authorized to execute said agreement.

PASSED AND APPROVED this _____ day of _____, 2015.

AYES: _____

NAYS: _____

OTHER: _____

City of Fort Dodge, Iowa

By: _____
Matt Bemrich, Mayor

ATTEST:

Jeff Nemmers, City Clerk

**LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF FORT DODGE, IOWA
AND WAYNE R. RENTZ**

THIS LEASE AGREEMENT is entered into this ____ day of _____ 2015, by and between the City of Fort Dodge, Iowa, hereinafter referred to as “Lessor”, whose address is 819 First Avenue South, Fort Dodge, Iowa 50501 and Wayne R. Rentz, hereinafter referred to as “Lessee”, whose address is 123 2nd Street NW, Fort Dodge, Iowa 50501; and state as follows:

1. The Lessor does hereby Lease and grant to the Lessee the exclusive use and possession of the real estate located at 115 2nd Avenue NW, Fort Dodge, Webster County, Iowa (see attached map) for use as an extension of his yard and additional green space.

2. The original term of this Lease Agreement shall be for a period of two (2) years, commencing on the ____ day of _____, 2015.

3. As consideration for said lease, Lessee shall cause all structures to be demolished, clear all debris from the site and re-seed the site. In addition, Lessee shall provide maintenance for said property during the term of the lease. All work provided by the Lessee shall be directed and approved by the Lessor. A demolition permit application shall be submitted by a licensed demolition contractor and approved by the City Building Inspector prior to commencing any demolition activities.

4. At the end of the term of this lease, the Lessor and Lessee shall have the option of entering into a purchase agreement for the aforementioned consideration. Either party may refuse to enter into said purchase agreement. Should the Lessor refuse to enter into the purchase agreement, the Lessor shall pay the Lessee the sum of \$5,500.00 as payment for the work completed at the site. Should the Lessee refuse to enter into the purchase agreement, no further consideration is required by either party.

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. The Lessee shall provide shall provide the Lessor a certificate of public liability insurance in the sum not less than one million dollars (\$1,000,000.00).

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,
Lessor

ATTEST:

By _____
Matt Bemrich, Mayor

By _____
Jeff Nemmers

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 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

Wayne R. Rentz, Lessee

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 Wayne R. Rentz, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State of Iowa



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RENTZ WAYNE RUSSELL
0719104014

RENTZ WAYNE RUSSELL
0719104009

RENTZ WAYNE RUSSELL
0719104010

RENTZ WAYNE RUSSELL
0719104011

RENTZ WAYNE RUSSELL
0719104012

FORT DODGE CITY OF
1115 2ND AVE NW
0719104013

2

WINTERS, JEFFREYA & LYON BEAL
317 2ND ST NW
0719104003

AWE GERALD C JR
213 2ND ST NW
0719104004

ALES CORNER OIL CO
207 2ND ST NW
0719104005

8

RENTZ WAYNE R
123 2ND SE NW
0719104006

HAWKEYE AVE

FORT DODGE CITY
1101 2ND ST NW
0719104007



RIVER FRONT IMP.COM
0719110001