

OFFICE OF
Woodbury County Planning & Zoning Administrator

SIXTH FLOOR • SEVENTH AND DOUGLAS STREETS – SIOUX CITY, IA 51101

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To: Board of Supervisors

From: John Pylelo – Planning and Zoning

**Re: Board of Supervisors Meeting
of Tuesday February 17, 2015**

Date: February 12, 2015

Planning and Zoning - John Pylelo, Director

**Referral of Rezoning Application and Zoning Ordinance Amendment
Application to the Zoning Commission for Public Hearing and
Recommendation Re: A 7.57 acre portion of GIS parcel #884633200008
owned by James L. and Monica M. Young near the intersection of 210th
St. and Eastland Ave.**

Property owners James L. and Monica M. Young have filed a rezoning application for the rezoning of a 7.57 gross acre portion of the 32.77 gross acre parcel they own. The re-zoning petition requests a change from the current AP (Agricultural Preservation) to a GC (General Commercial) zoning district designation.

The applicants have a purchase agreement in place with Henning Properties, LLC (Eric Henning, President) conditioned upon the successful re-zoning of the 7.57 gross acres requested. Mr. Henning previously appeared before your Board to explain his intentions and his desire to expand his business operations known as College Products.

The location is approximately 2,800 feet southeast of Bronson near the southeast corner of the intersection of paved 210th St. and graveled Eastland Ave. The parcel is abuts the south side of 210th St. and located within the NENE of Section 33 in Floyd Township.

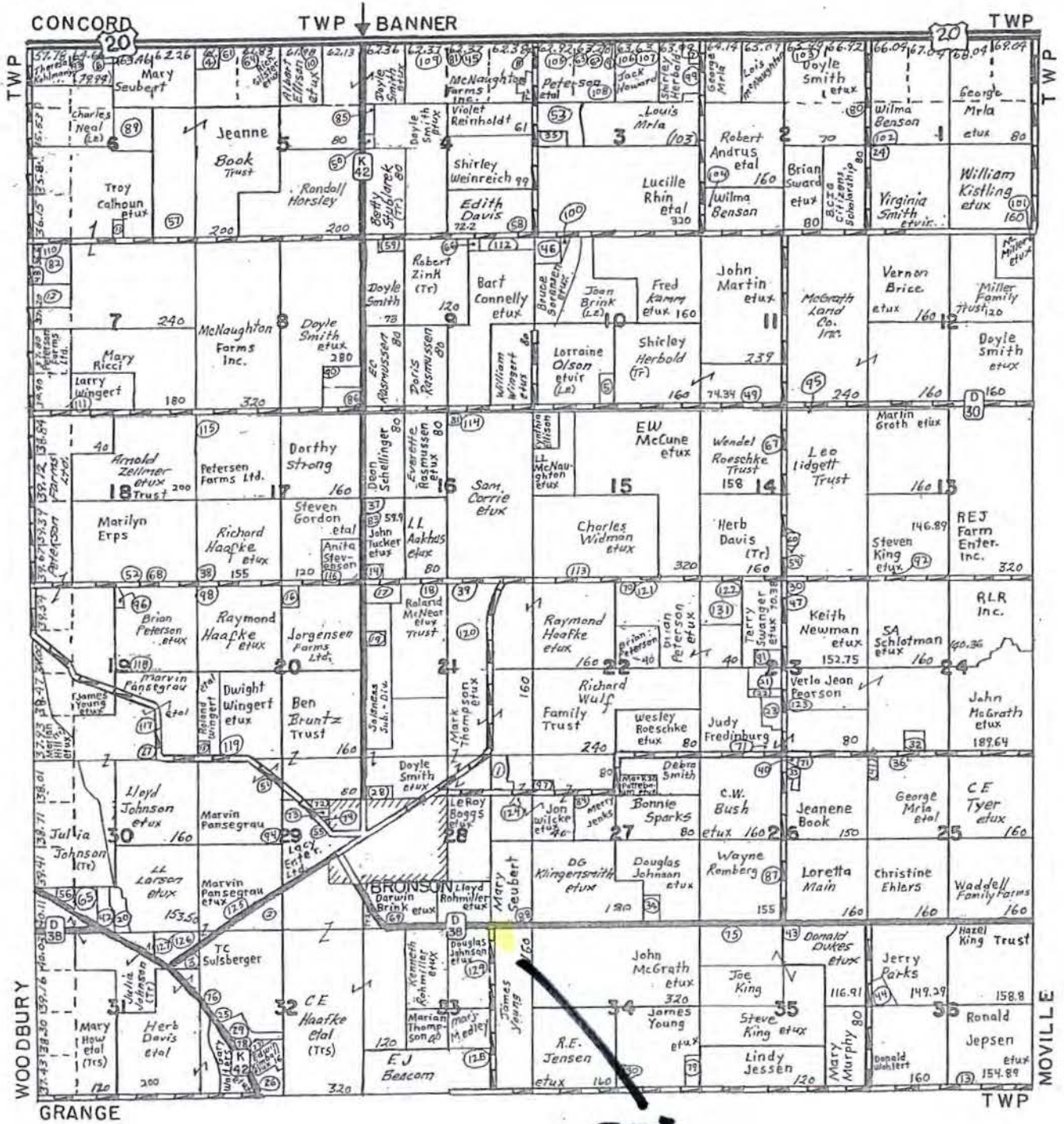
Find attached for you review:

- Location Mapping
- Plat of Survey dated January 29, 2015
- Proposed Post Expansion Site Plan
- A Parcel and Corn SuitabilityRating Report

Your Board is asked to refer the referred to application to the Zoning Commission for public hearing and recommendation.

FLOYD

T88N - R46W OF 5TH P M



SITE

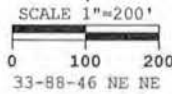
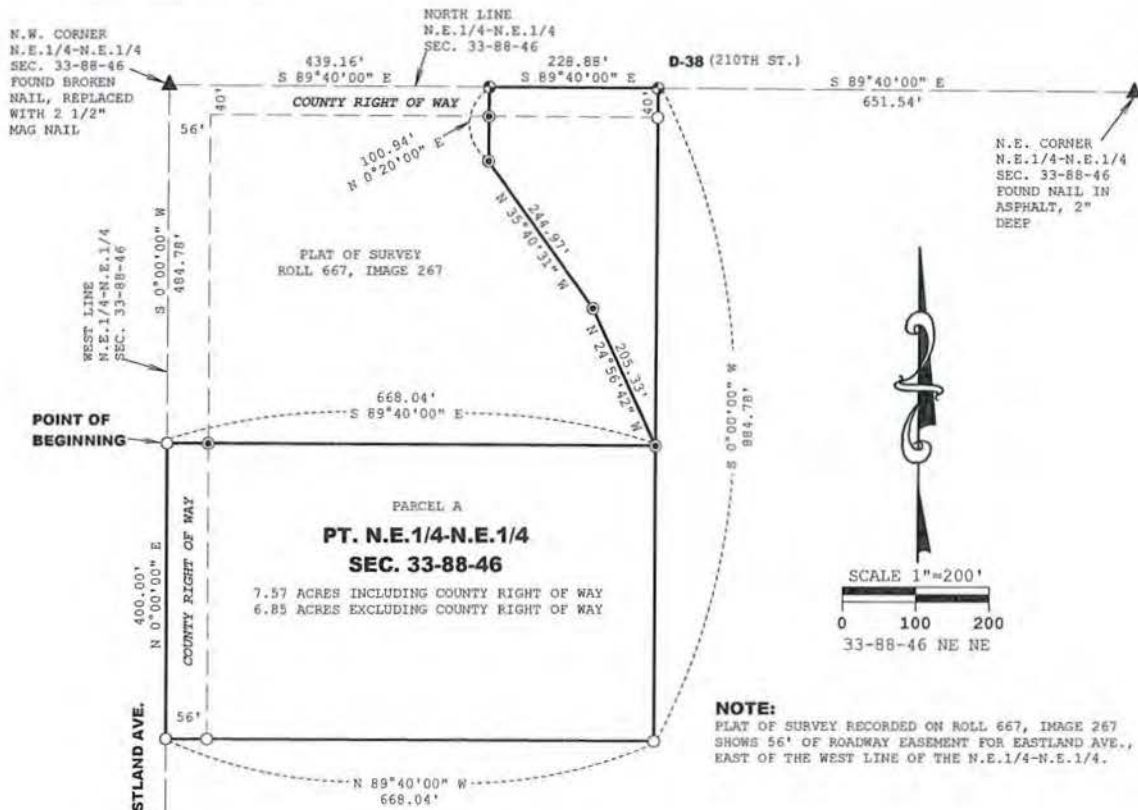
AL FAGAN LAND SURVEYING P.C.-P.O. BOX 858-MERRILL, IOWA 51038-PH. (712) 938-2228

PLAT OF SURVEY

PLAT OF SURVEY SHOWING PART OF THE N.E.1/4 OF THE N.E.1/4 OF SECTION 33, T.88N., R.46W. OF THE 5TH P.M., WOODBURY COUNTY, IOWA.

REQUESTED BY: HENNINGS PROPERTIES, L.L.C.

OWNER: JAMES L. YOUNG



NOTE:
 PLAT OF SURVEY RECORDED ON ROLL 667, IMAGE 267 SHOWS 56' OF ROADWAY EASEMENT FOR EASTLAND AVE., EAST OF THE WEST LINE OF THE N.E.1/4-N.E.1/4.

SURVEYOR'S DESCRIPTION:

PART OF THE N.E.1/4 OF THE N.E.1/4 OF SECTION 33, TOWNSHIP 88 NORTH, RANGE 46 WEST OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE N.W. CORNER OF SAID N.E.1/4 OF THE N.E.1/4 AND THE N.W. CORNER OF A PARCEL DESCRIBED ON A PLAT OF SURVEY RECORDED ON ROLL 667, IMAGE 267 IN THE WOODBURY COUNTY RECORDER'S OFFICE; THENCE S.0°00'00\"/>

NOTE: THE WEST LINE OF SAID N.E.1/4 OF THE N.E.1/4 IS ASSUMED TO BEAR N.0°00'00\"/>

DATE OF SURVEY: JANUARY 29, 2015

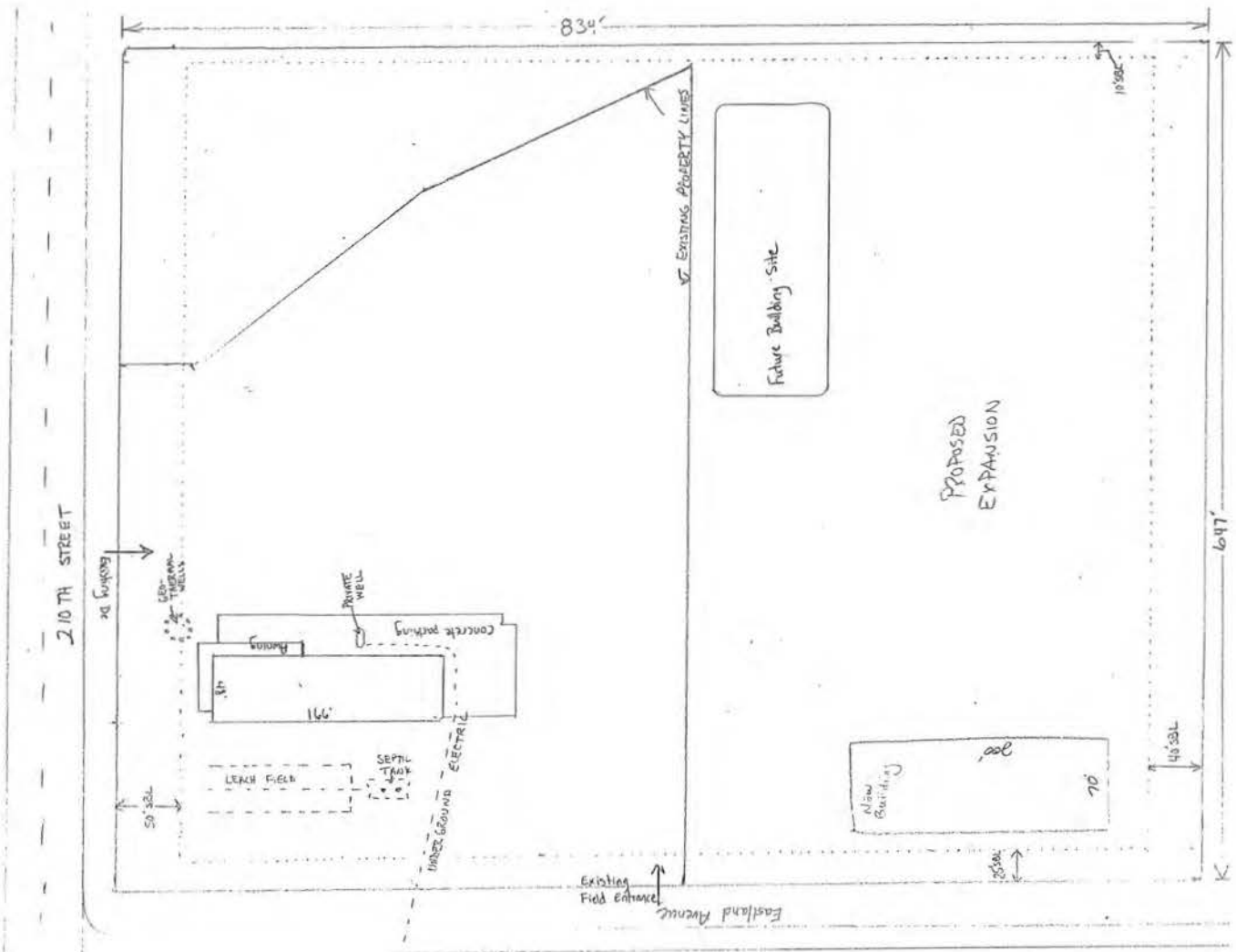
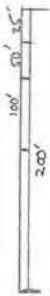
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

ALAN L. FAGAN DATE _____
 LICENSE NUMBER 15082
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015
 PAGES OR SHEETS COVERED BY THIS SEAL: ONE

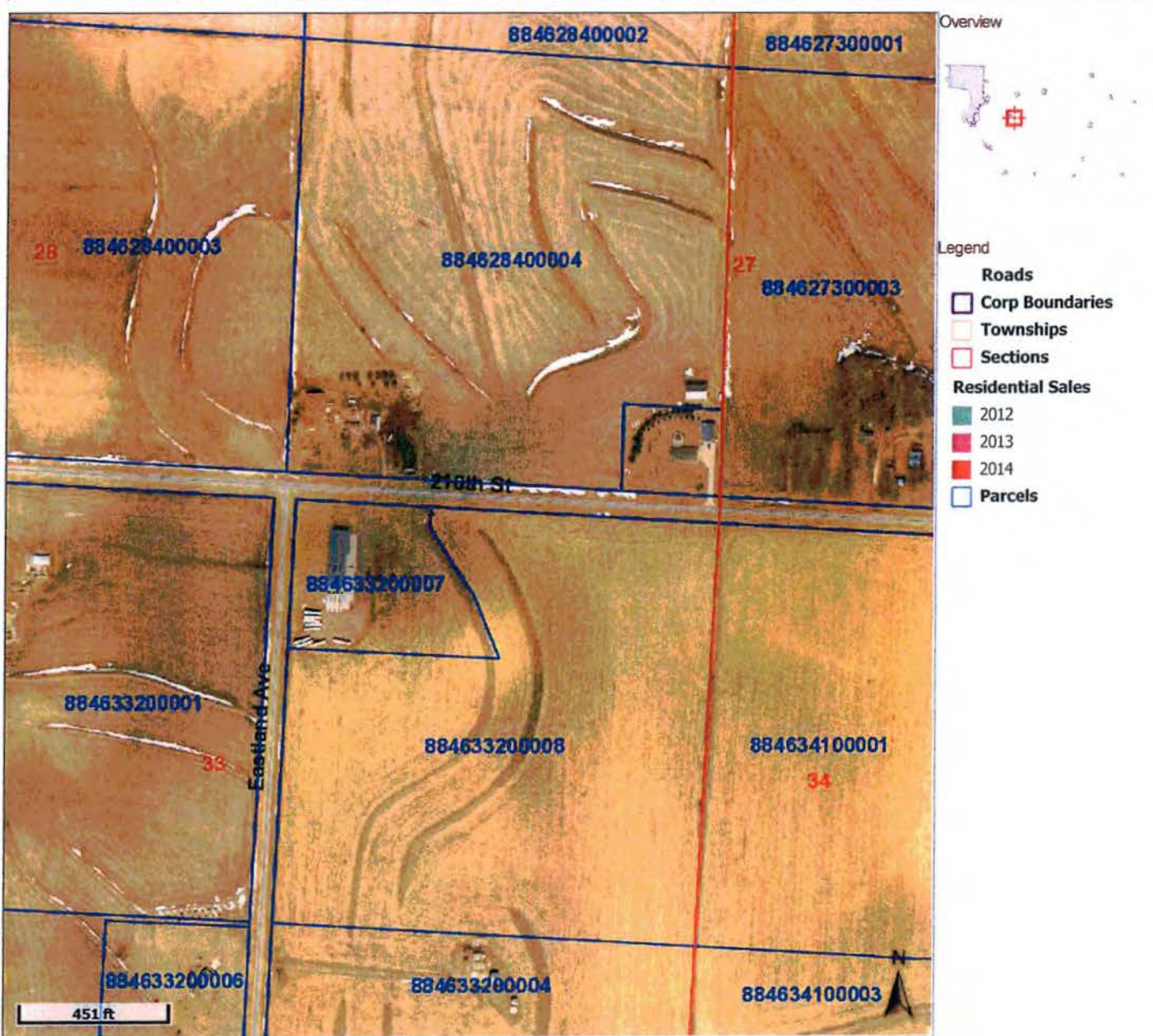


MONUMENTS

- ⊙ = 1/2" YELLOW CAPPED REBAR #10570 FOUND
- = 1/2" YELLOW CAPPED REBAR #15082 SET
- ⊙ = 2 1/2" MAG NAIL SET IN ASPHALT



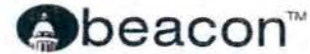
Date Created: 1/28/2015



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Woodbury County, IA / Sioux City



Date Created: 1/28/201

Summary

Parcel ID 884633200008
Alternate ID 819811
Property Address Floyd
Sec/Twp/Rng 33-88-46
Brief Legal Description FLOYD TOWNSHIP NE NE (EX TCT COMM N W COR THEC E 439.16 FT, S 100.94 FT, SEL Y 244.97 FT, SEL Y 20 5.33 FT, W 668.04 FT, & N 484.78 FT) 33 -88-46
 (Note: Not to be used on legal documents)
Document(s) WD: 729-3782 (5/3/2013)
Gross Acres 32.77
Net Acres 32.77
Exempt Acres 0.00
CSR 1700.04
Class A - Agriculture
Tax District 026 FLOYD LAWTON BRONSON COMM
School District LAWTON BRONSON

Owner

Primary Owner	Secondary Owner	Mailing Address
(Deed Holder) Young James L Young Monica M 4523 Grayhawk Ridge Dr Sioux City, IA 51106		

Land

Lot Area 32.77 Acres; 1,427,461SF

Valuation

	2014	2013	2012	2011	2010
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Land Value	\$77,010	\$75,380	\$49,540	\$49,540	\$36,490
+ Exempt Value	N/A	N/A	N/A	N/A	N/A
= Gross Assessed Value	\$77,010	\$75,380	\$49,540	\$49,540	\$36,490
- Exempt Value	N/A	N/A	N/A	N/A	N/A
= Net Assessed Value	\$77,010	\$75,380	\$49,540	\$49,540	\$36,490

Taxation

	2013	2012	2011	2010
+ Taxable Land Value	\$32,715	\$29,691	\$28,506	\$25,184
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$32,715	\$29,691	\$28,506	\$25,184
- Military Exemption	\$0	\$0	\$0	\$0
= Net Taxable Value	\$32,715	\$29,691	\$28,506	\$25,184
x Levy Rate (per \$1000 of value)	28.51306	28.42449	27.71686	28.03410
= Gross Taxes Due	\$932.80	\$843.95	\$790.10	\$706.01
- Ag Land Credit	(\$29.38)	(\$38.27)	(\$29.33)	(\$20.81)
- DSC Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	(\$20.88)	(\$27.20)	(\$20.71)	(\$19.50)
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00

Woodbury County, IA / Sioux City



Date Created: 1/28/201

Summary

Parcel ID 884633200008
Gross Acres 32.77
ROW Acres 0.00
Gross Taxable Acres 32.77
Exempt Acres 0.00
Net Taxable Acres 32.77 (Gross Taxable Acres - Exempt Land)
Average CSR 51.88 (1700.04 CSR Points / 32.77 Gross Taxable Acres)

Item (2)(F)

Sub Parcel Summary

Description	Acres	CSR	Gross CSR Points	Assessed CSR Points
100% Value	32.77	51.88	1,700.04	1,700.04
Non-Crop	0.00	0.00	0.00	0.00
Total	32.77		1,700.04	1,700.04

Soil Summary

Description	SMS	Soil Name	CSR	Unadjusted Acres	Unadjusted CSR Points	Spot & Line Acres	Adjusted Acres	Non Crop CSRP Reduct	Adjusted CSR Points
100% Value	10B2	MONONA SILT LOAM, 2 TO 5 PERCENT SLOPES, MODERATELY ERODED	72.00	0.07	5.04	0.00	0.07	0.00	5.04
100% Value	10C2	MONONA SILT LOAM, 5 TO 9 PERCENT SLOPES, MODERATELY ERODED	57.00	8.12	462.84	0.00	8.12	0.00	462.84
100% Value	12B	NAPIER SILT LOAM, 2 TO 5 PERCENT SLOPES	72.00	8.57	617.04	0.00	8.57	0.00	617.04
100% Value	1D3	IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED	37.00	15.36	568.32	0.00	15.36	0.00	568.32
100% Value	510B2	MONONA SILT LOAM, BENCH, 2 TO 5 PERCENT SLOPES, MODERATELY E	72.00	0.65	46.80	0.00	0.65	0.00	46.80
				32.77	1,700.04	0.00	32.77	0.00	1,700.04

IMPORTANT NOTICE

All data posted is certified as of July 1, 2013

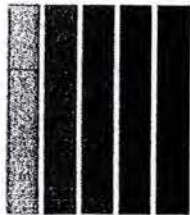
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The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

Legal descriptions should be obtained from the County Auditor's office located at 620 Douglas, Sioux City, or by calling 712-279-6603. The legal descriptions shown on the property record card are merely abbreviated tax descriptions intended only to help identify the property.

Last Data Upload: 1/28/2015 7:05:34 AM

PROPOSAL - WORK AUTHORIZATION FOR LIMITED PROFESSIONAL SERVICES



Mankato, MN
Faribault, MN
Storm Lake, IA
Algona, IA
Des Moines, IA
La Crosse, WI

Project Title : Orton Slough Drainage District Repairs
Client: Orton Slough Drainage District Trustees
Address: 759 E. Frontage Road
City: Merville, IA. 51039

Woodbury County, IA
Date: February 9, 2015
Project: Repairs to Drainage District
Location: Salix, IA.

DESCRIPTION OF WORK

This Proposal - Work Authorization constitutes the express authority given to I+S GROUP, INC. by the above named client to do the following described work:

Repairs to the Orton Slough Drainage District

The repairs are to involve the replacement of approximately 200 ft. of tile in approximately three locations, the installation of two surface intakes and the cleanout of approximately 3,500 ft. of existing open channel

1. ISG will perform visual field investigation utilizing existing field survey supplemented by LiDAR data to determine scope of the repairs.
2. Prepare the necessary plans and specifications for these repairs including quantities with measure of payment.
3. Assist the Board, acting as Trustees, with solicating and receiving competitive quotes for the planned work.

Work Tentatively scheduled to begin Spring of 2015

The above named client agrees to pay I+S GROUP for the above described work, on the basis of compensation checked below: (Net 30 Days)

- Lump Sum (As scheduled on attached sheet)
- Hourly (Rates attached and made a part hereof.)
- Other as Described Above.

Project Fee - \$2,500

The terms and conditions on the last page of this form are a part of this Agreement.

Client: Orton Slough Drainage District Trustees

By: _____

Title: _____

Please sign and return one (1) copy of this Agreement to:

1725 N. Lake Ave., P. O. Box 458
Storm Lake, IA 50588
Phone 712.732.7745 or 866.732.7745

I+S GROUP

By: *Don D. Orwiler*

Title: Principal

By: *Brian W. Blomme*

Title: Project Manager

TERMS AND CONDITIONS

I+S Group, Inc. shall perform the services outlined in this Proposal/Work Authorization for the stated fee arrangement.

Access to Site

Unless otherwise stated, I+S GROUP will have access to the site for activities necessary for the performance of the services. I+S GROUP will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Information Responsibility

I+S GROUP shall indicate to the Client the information needed for rendering of services hereunder, and the Client shall provide to I+S GROUP such information as is available to the Client. The Client recognizes that it is impossible for I+S GROUP to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.

Construction Review

The Client recognizes that it is neither practical nor customary for I+S GROUP to include all construction details in plans and specifications, creating a need for interpretation in the field by I+S GROUP or an individual who is under I+S GROUP supervision. The Client also recognizes that construction review permits I+S GROUP to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons, construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs I+S GROUP to not provide construction monitoring, I+S GROUP shall not be responsible for the consequences of any of I+S GROUP'S acts, errors or omissions, except for the consequences which, it reasonably could be concluded, I+S GROUP'S review services would not have prevented or mitigated.

Fee

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly (Time & Material) basis, the rates shall be those that prevail at the time services are rendered. Rates are included on the attached fee schedule.

Billings/Payments

Invoices for I+S GROUP'S services shall be submitted, at I+S GROUP'S option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, I+S GROUP may, without waiving any claim or right against

the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of I+S GROUP. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Client shall indemnify and hold harmless I+S GROUP and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except I+S GROUP), or anyone for whose acts any of them may be liable.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and I+S GROUP, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of I+S GROUP and their subconsultants to the Client and for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of I+S GROUP and their subconsultants to all those named shall not exceed \$50,000, I+S GROUP'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

Termination of Services

This agreement may be terminated by the Client or I+S GROUP should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay I+S GROUP for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
other endeavor without the written consent I+S GROUP.

Applicable Laws

Unless otherwise specified, this agreement shall be governed by the laws of the State of Iowa.