

Council/Staff Planning Session Council Chambers, City Hall

1. Meeting Date And Time

1.I. November 16, 2016 7:00 P.m.

2. Call To Order

3. Mayor's Comments

4. Waiver Request For Parking Requirements For Simply Essentials

Documents:

[AIS SIMPLY ESSENTIALS PAVING WAIVER.PDF](#)

5. Simply Essentials Main Street Discussion

Documents:

[AIS-SIMPLY ESSENTIALS - MAIN STREET ACQUISITION PROPOSAL
11.15.16.PDF](#)
[111016 ADDITIONAL TRAY-MODEL.PDF](#)

6. No Parking On N. Main Street/N. Grand - Simply Essentials

Documents:

[AIS NORTH MAIN NORTH GRAND NO PARKING ZONE.PDF](#)

7. Waiver Request For Parking Requirements For Unggoy

Documents:

[AISUNGGROY BROADBAND PAVING WAIVER.PDF](#)

8. 301 S. Johnson Clean Up Agreement

Documents:

[301 S JOHNSON CLEAN UP.PDF](#)

9. Wood Chip Agreement

Documents:

[WOOD CHIP AGREEMENT.PDF](#)

10. City Administrator Report

11. Adjourn

AGENDA ITEM SUMMARY

Subject: Request by Simply Essentials, LLC to waive certain off-street parking requirements as stipulated in Section XXII of the City's Zoning Ordinance

Background Summary:

As you know, Simply Essentials is remodeling the former chicken processing plant at 901 North Main Street to process chickens for retail and food service sales. The plant will initially begin with one shift employing approximately 300 people processing up to 330,000 chickens per week. Simply Essentials plans to double their production by adding a second shift. In addition to the existing plant on North Main Street, Simply Essentials also owns the property located east of the plant between North Grand Avenue and E Street. Simply Essentials employees will park in an area consisting of a mixture of surface types at the intersection of North Grand Avenue and Lawler Street which had been a part of the former White Farm complex.

Simply Essentials, LLC recently submitted a request to waive certain off-street parking requirements to the City's Zoning Commission for review. The request is for a temporary waiver of the paving requirements until August 2017. Simply Essentials will begin the second shift production next year and the Company, at that time, will have better insight of the number of parking spaces needed for paving a permanent parking lot. During the interim period until permanent paving is placed, Simply Essentials will delineate parking stalls in the existing parking area for their employees.

Since the plant and surrounding area is still under construction, the Staff concurs with the requested waiver since it is temporary and Simply Essentials intends to comply with the zoning ordinance requirements next year. On Monday November 7th, the Planning and Zoning Commission met to discuss this waiver request. The Commission also concurs with the requested waiver and has forwarded a recommendation to the City Council to accept and approve Simply Essentials request to temporarily waive the parking requirements until August 2017.

The waiver request will be discussed at the Planning Session on November 16th, and the Council can then consider action on this item at the November 21st City Council Meeting.

CITY OF CHARLES CITY



Overview



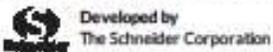
Legend

- Corporate Limits
- Political Township
- Parcels
- Roads

Simply Essentials
901 North Main

Parking
Lot

Date created: 11/3/2016
Last Data Uploaded: 11/2/2016 7:12:35 PM



Simply Essentials, LLC
Request to Waive Parking Requirements
November 2016

MEETING DATE: 11/16/2016

ITEM: 5

AGENDA ITEM SUMMARY

Subject: Simply Essentials – Main Street Inquiry

Recommendation: hear proposal from Simply Essentials on acquisition of a portion of Main Street

Background Summary: Simply Essentials recently approached the City and inquired about the possibility of obtaining a portion of Main Street from the City for additional expansion. The portion they are looking at is that part of Main Street that is NE of the railroad tracks Grand Avenue.

This expansion is in addition to the work already being done to begin operation at the plant. They are seeing the need for additional packaging processes and expanding on their existing footprint they feel would be their best solution. As you know the triangle shaped property is contained on two sides by railroad tracks and the third is Main Street. While the selling of Main Street initially may sound odd or as something we would not be willing to do, perhaps we consider the idea. Attached is a pdf map from Simply Essentials which depicts how they would expand if Main Street was acquired.

Rerouting Main Street and restricting traffic could be a concern for those coming from the north part of town, although the current intersection where Main and Grand converge is a dangerous one already. Adding additional foot traffic in this area along with added semi-truck traffic increases the danger. We will need to study the effects of such a change on how it will impact traffic flow, its impact on surrounding businesses, the railroad and any and all utilities that are located underneath Main Street. Those would need to be relocated as well.

WATER SERVICE STRONG
METER 100



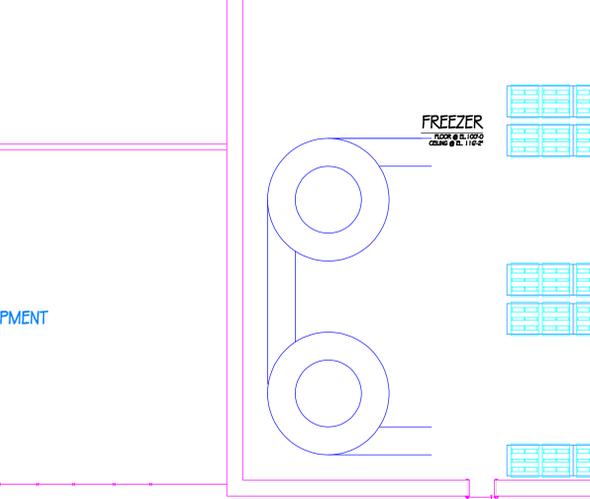
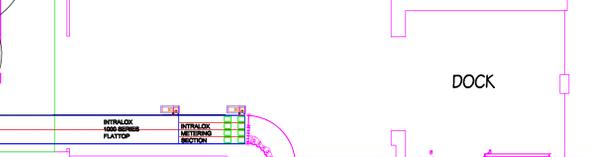
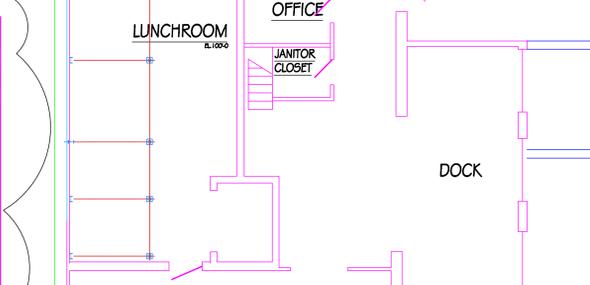
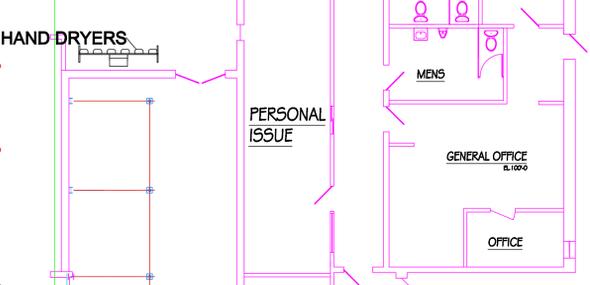
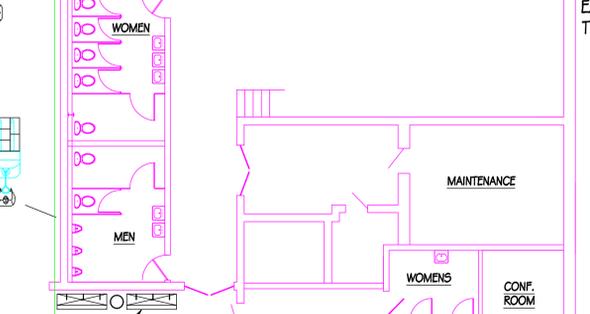
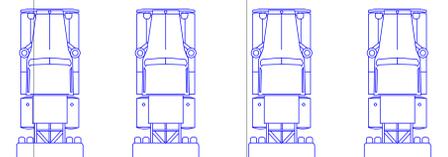
EMPLOYEE ENTRANCE

APPROX. SET BACK LINE

CENTER LINE OF ROAD

APPROX SET BACK LINE

EXISTING LINE TO MANHOLE

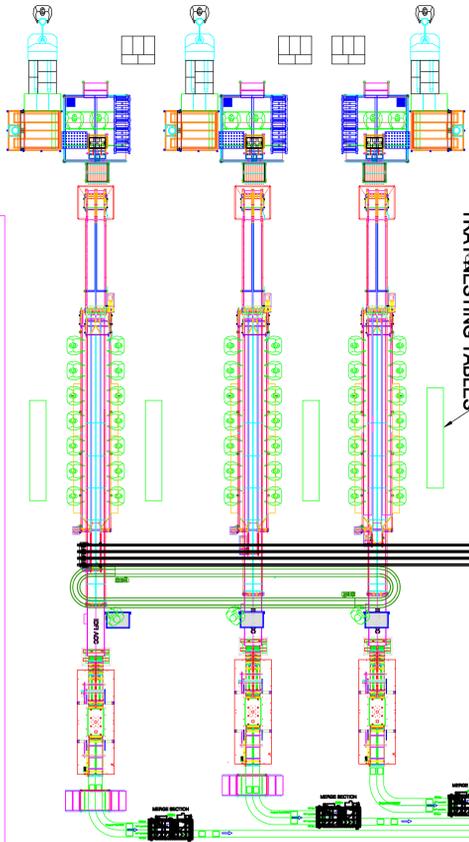


FREEZER

1000 LB. 1000 LB.

FREEZER

1000 LB. 1000 LB.



TRAYVESTING TABLES

BOX ELEVATOR

STAIRS

BOX ROOM ABOVE

CORNER OF EXISTING BUILDING

FIRST FLOOR

105'-8 1/2"

131'-0"

2'-11"

4'-11"

2'-0"

IMPINGEMENT

AGENDA ITEM SUMMARY

Subject: Establish No Parking Zone on North Main Street and at the North Main / North Grand Avenue intersection.

Background Summary:

Due to on-street parking by construction personnel at the Simply Essentials plant and in anticipation of parking by production workers, we would like to discuss and propose eliminating parking on portions of North Main Street in the vicinity of Dana Park and on North Grand Avenue from the intersection of North Main and North Grand to approximately 75 feet south of the intersection.

On-street parking on Main Street conflicts with semi-truck traffic backing into the plant's loading docks. On-street parking on both Main Street and North Grand Avenue at the intersection of these two streets limits sight distance for turning vehicles and poses safety conflicts with pedestrians crossing from the Company's parking lot to the plant entrance.

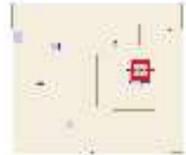
The City's Traffic Code provides for the establishment of No Parking Zones by City Council resolution. If there is consensus to establish this no parking zone, we will place a resolution for the Council's action on the November 21st Council meeting.

CITY OF CHARLES CITY

North Main Street / North Grand Avenue
Proposal to Establish No Parking Zones
November 2016



Overview



Legend

- Corporate Limits
- Political Township
- Parcels
- Roads

Date created: 11/3/2016
Last Data Uploaded: 11/2/2016 7:12:35 PM

Developed by
The Schneider Corporation

AGENDA ITEM SUMMARY

Subject: Request by Unggoy Broadband to waive certain off-street parking requirements as stipulated in Section XXII of the City's Zoning Ordinance

Background Summary:

Unggoy Broadband has purchased and is remodeling an existing building at 800 North Main Street as an office area and warehouse space for their internet broadband service company. The business has 4,600 square feet of office space and 2,300 square feet of warehouse space. Unggoy Broadband has also indicated to Staff that there is potential that some of this area may be used in the future as a call center.

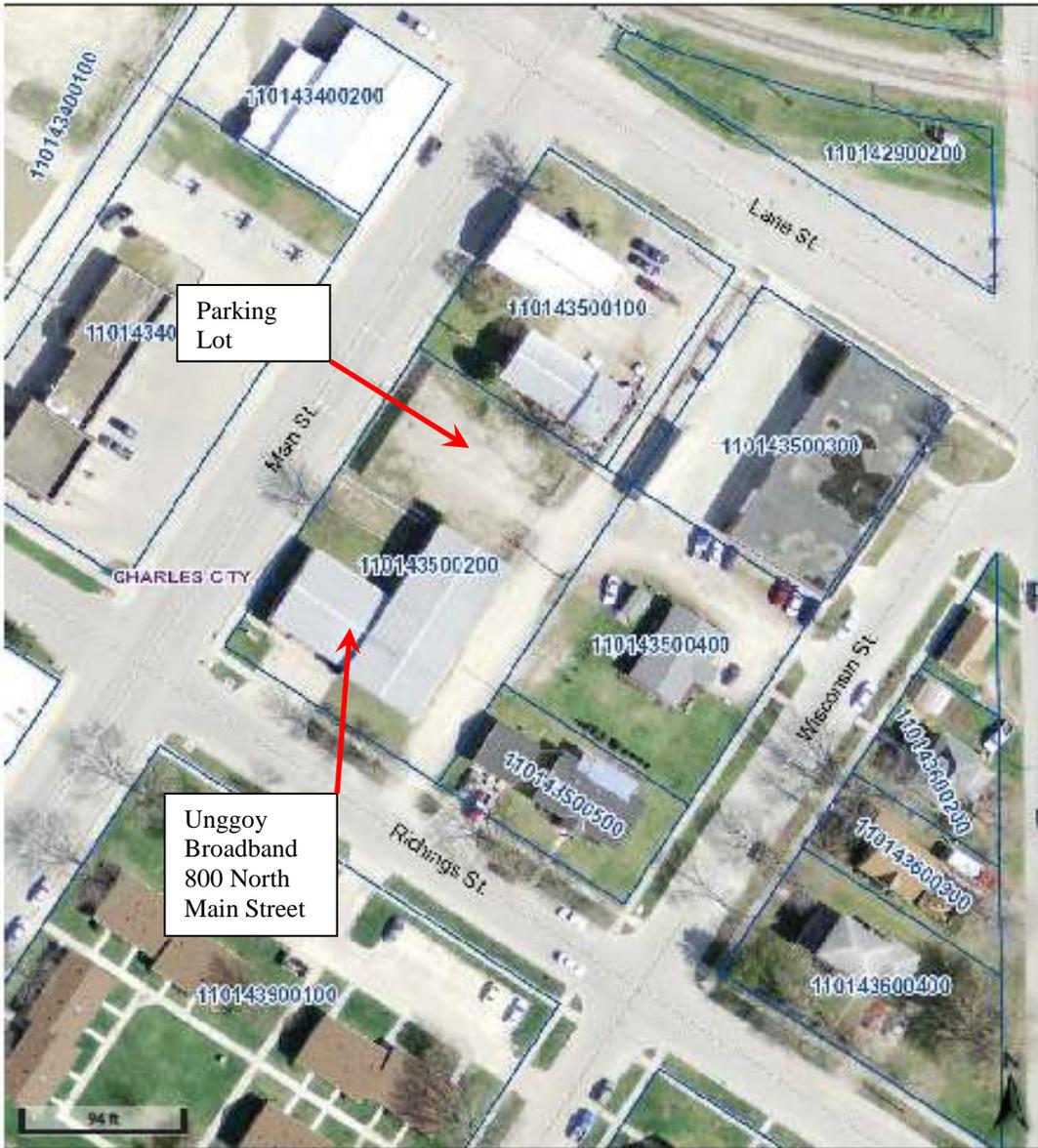
Unggoy Broadband has submitted a request per section XXII.J of the ordinance to waive certain off-street parking requirements. The request is for a waiver of the paving requirements for a five-year period. Their justification for the waiver request is lack of funds to pave the parking lot and employees and customers can use on-street parking.

Off-street parking requirements are stipulated as part of Chapter XXII of the City's Zoning Ordinance. Section H of Chapter XXII provides the required number of parking spaces needed based on square footage of building usage. Office space requires two and one-half (2 ½) parking stalls per 1,000 square feet of gross floor area and warehouse space requires one (1) parking stall per 1,000 square feet of gross floor area. Based on Section H, Unggoy Broadband requires 15 parking stalls to be in compliance with the City's Zoning Ordinance.

On Monday November 7th, the Planning and Zoning Commission met to discuss this waiver request. The Commission denied a five-year temporary waiver but did concur in supporting a three-year temporary waiver. The Commission has forwarded a recommendation to the City Council to accept and approve Unggoy's request to temporarily waive the parking requirements for a three-year period.

The Staff opposes this waiver request since on-street parking is not an option for businesses outside of the B-2 zoning district. Our zoning ordinance specifically states: *"No structure or use shall be permitted or constructed unless off-street parking spaces are provided in accordance with the provisions of this section"*.

Staff does not concur with the Commission's recommendation since three years is an excessive time period to comply with the City's zoning requirements. We had initially met with Mr. Daniel Moore with Unggoy Broadband, and Mr. Moore indicated to us that the company could construct the paving improvements by next Fall. The Staff would not oppose a waiver delaying the paving requirements until September 2017.



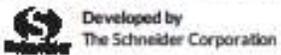
Overview



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MEETING DATE: 11/16/2016

ITEM: 8

AGENDA ITEM SUMMARY

Subject: 301 S. Johnson Clean up

Recommendation: Consider approval of agreement

Background Summary: 301 S. Johnson has been a nuisance property in the City for what I'm told is close to 30 years. It has been a property with a house that had not been lived in for several years; the yard and property were overgrown with trees and brush so bad that at times the house was hard to see. The property was home to many wild and tame cats and the property created visual impediments for people coming to the intersection of S. Johnson and Waller St. The owner is an elderly woman who did not have the ability to maintain the property. It has needed some type of end solution.

Summer 2015: Code Enforcement tasked with finding a solution to this property was able to coordinate with a relative of the property owner and a volunteer church effort to clear the property was done (see pics). Shrubs were cut, trees taken out and the property started to look somewhat nice. However this was a temporary fix and by spring 2016 the trees and shrubs grew back once again and we were back to where we had been before.

Summer 2016: In working with the relatives of the property owner, they eventually were able to convince the owner to move with them out of state and have been working hard to clean out this house of possessions (hoarding issue), remove the cats, generally clean up and abate the asbestos in the structure. The house is not worth saving. In speaking with the Fire Department we have determined that this would be a good candidate for a controlled burn. If the structure is burned down, an interested adjacent property owner is willing to take possession, remove the burned debris, break up and push in the basement and cover, grub the property, reseed and keep the property in good condition likely as a greenspace, although building a new home could be a possibility. In addition to burning down the structure the city would cap the water and sewer services. While this is something we normally do not do, the perpetual nuisance condition of the property and the ability to finally come to a resolution on this make it worth our consideration.

Once approved we would look to have the Fire Department do a controlled burn yet this fall as weather allows. The new property owner would then have until spring to get the debris removed and until the end of June 2017 to grub and reshape the property.

MEMORANDUM OF UNDERSTANDING

RECITALS OF FACT

Mary S. Buckner, a single person (Owner), is the record titleholder of real property located at 301 S. Johnson Street, Charles City, Iowa (the Property) legally described as:

Lot One (1), Block Eighty-eight (88), Kelly & Company's Addition to St. Charles, now incorporated in and as a part of Charles City, Iowa

and

North One-Half (N ½) of Lot Two (2), Block Eighty-Eight (88), Kelly & Company's Addition to Charles City, Iowa

Clint Schmadeke (Prospective Owner) is interested in acquiring the Property.

The City of Charles City (the City) has determined that the structure located on the Property constitutes an unsafe building under Chapter 145 of the Charles City Code of Ordinances by reason of inadequate maintenance and dilapidation, and the City has informed the Owner and Prospective Owner of its determination.

The Owner, Prospective Owner, and the City have agreed that it is beneficial to all parties to demolish the dilapidated structure located on the Property on the terms set forth in this Memorandum. The Owner and the City intend to demolish the structure by conducting a controlled burn of the structure. Following demolition of the structure, the Owner intends to convey title of the Property to the Prospective Owner upon such terms as agreed upon by the Owner and Prospective Owner. Upon transfer of title to the Prospective Owner, the Prospective Owner shall be responsible for removing the debris resulting from the controlled burn, filling the basement, and restoring the surface of the property to good condition.

Further, the City has also determined that nuisance conditions exist on the Property by reason of dense growth of weeds, vines, grasses, vegetation, brush, and stumps. The Prospective Owner agrees to abate these nuisance conditions and thereafter restore, re-grade, and seed the surface of the Property.

In consideration of the Owner's and Prospective Owner's abatement of the nuisance conditions as outlined herein, the City agrees to disconnect and cap the water and sewer service pipes for the property at the main at no additional cost to the Owner and Prospective Owner.

NOW THEREFORE IT IS AGREED by the undersigned parties as follows:

1. The Owner shall cooperate with the City to schedule a controlled burn of the structure located at 301 S. Johnson Street as soon as practicable, but in any event no later than December 31, 2016.
2. Upon completion of the controlled burn, the Owner shall convey title of the Property to Prospective Owner.
3. After conveyance of the Property to the Prospective Owner, the Prospective Owner shall be responsible for completing the following abatement actions within the time periods set forth below:
 - a. Removing the nuisance conditions consisting of weeds, vines, grasses, vegetation, brush, and stumps from the Property on or before May 31, 2017.

MEETING DATE: 11/16/2016

ITEM: 9

AGENDA ITEM SUMMARY

Subject: Wood Chip License with Norman Zimmerman

Recommendation: Consider approval of license agreement

Background Summary: At a recent council workshop there was discussion based on an inquiry from Norman Zimmerman to dispose of some wood chips from the City brush dump. Zimmerman would like to obtain wood chips that he would further process and then either use or sell in a commercial application.

Presently we have a growing pile of wood chips that are generated from City trees and brush. In total we have about 13,000 Cubic Feet of wood chips at the dump. We add about 5,000 cu/ft per year and a good portion of that is reused by the public. However our pile continues to grow and so we'll need to find alternative used for the material or consider additional disposal of some kind. We are proposing that we allow Mr. Zimmerman to take 3,000 cu/ft per year for three years to help reduce the growing pile of wood chips. We are not asking for payment for this material as in doing so would bring about testing and monitoring costs from the IDNR that we currently do not need to do. Other cities are experiencing similar issues with growing piles of wood chips. Some process the chips further by placing them in windrows and turning periodically to create a compost which helps get rid of some more. Another community I spoke to has an agreement with landowners for the City to haul and spread wood chips on their farms, however I haven't found a community that takes payment for the chips.

Also to follow up on the potential concern involving the statewide quarantine on wood chips. I spoke to the lead at Iowa Department of Land Stewardship (IDALS) and it would be perfectly acceptable to not restrict the movement of this wood material if the wood chips are in sizes smaller than 1" by 1". If we allow the on-site grinding of the chips there would be no concern here and therefore no restriction in the agreement about moving the materials outside of generally the county area or the state for that matter.

We've discussed that storage of the final ground material would not be allowed to be kept at the site. We would however like to make a separate pile for Mr. Zimmerman to pull from to grind. He would like to grind on site and then haul away the finished product to a location outside of town.

LICENSE AGREEMENT

This Agreement is made this _____ day of _____ 2016, by and between the City of Charles City, Iowa (hereafter City) and Norman Zimmerman (hereafter Zimmerman).

Whereas, the City is the owner of the property locally known as the City of Charles City Compost Site located at 300 Shaw Avenue (hereafter the Property) and is the owner of the tree branches and limbs, wood chips, and brush (hereafter Materials) located at that site, in whatever form, which it desires to be removed from the premises on the terms set forth herein; and

Whereas, Zimmerman desires to acquire from the City the right to remove the Materials, whether whole or ground, and take ownership of such Materials;

NOW, THEREFORE, BE IT AGREED BY THE UNDERSIGNED AS FOLLOWS:

1. Grant of License. The City hereby grants to Zimmerman a non-exclusive license to enter the Property to remove Materials from the premises for a period of three (3) years from the date set forth above. The license is limited to the removal of Materials from the Property and the license therefore does not permit Zimmerman to store wood chips or other Material on the Property.

2. Consideration. The consideration for this Agreement shall be the physical removal of the Materials from the Property by Zimmerman.

3. Removal of Materials. Zimmerman shall be limited to removing a maximum of 3,000 cubic yards of Materials from the Property during each year of this Agreement. In the event that Zimmerman wishes to remove more than the maximum amount of Materials in a given year, Zimmerman shall submit a request to the City Administrator for permission to do so. The City Administrator must approve Zimmerman's request in writing prior to Zimmerman removing any additional amount of Materials.

Zimmerman shall be responsible for loading, hauling, and removing the Materials from the Property, and Zimmerman shall provide any necessary personnel and equipment at his own expense. Zimmerman shall only remove Materials during the hours of operation for the Property. The City does not represent, warrant or otherwise ensure that it will have any amount of Materials available for Zimmerman.

The City shall set aside and designate Materials that are to be loaded and hauled by Zimmerman. The City shall have no obligation to ensure that members of the public do not remove or haul Materials designated as Zimmerman's.

4. Ownership of Materials. This Agreement is not a service contract whereby the City is contracting with a third party to dispose of materials on behalf of the City. Rather, the City is transferring ownership of the Materials to Zimmerman. The ownership of the Materials will pass to Zimmerman upon his retrieval of the Materials from the Property and Zimmerman assumes all risk associated with his acceptance of such ownership and in his use of these Materials. Upon retrieval of the Materials, Zimmerman waives and releases the City, its officers, employees, and agents from all liability associated with Zimmerman's use of the Materials.

5. Indemnification. Zimmerman shall be responsible for the safety of his own officers, employees, and agents and shall be liable for the negligence of his officers, employees, and agents. Zimmerman agrees to hold the City harmless from and indemnify the City for all claims, demands, causes of action, damages, losses or expenses asserted by persons or entities for injuries to persons or property arising from Zimmerman's use of the Property and after Zimmerman's retrieval of the Materials from the Property.

6. Insurance. Zimmerman, at his own expense, shall procure and maintain during the life of this Agreement general liability insurance with limits of at least \$1,000,000 on a per occurrence basis and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

7. No Warranty. The City specifically disclaims any representations or warranties of and kind, express or implied, or arising by operation of law, with respect to the Materials being obtained by Zimmerman, including, but not limited to, any warranties or representations as to merchantability, environmental condition or fitness for particular use or purpose. Zimmerman agrees to accept the Materials on an "as is, where is, and with all faults" basis.

8. Non-Assignability. This Agreement is not assignable except only upon the City's prior written consent, in its sole discretion, and after it has made an independent determination of the assignee's ability to perform the responsibilities of this Agreement. This provision shall not apply to an assignment from Zimmerman to an Iowa entity incorporated or organized by Zimmerman. This Agreement shall be binding upon respective successors and assigns.

9. Compliance. At all times, Zimmerman will comply in all respects with applicable state, federal, and local laws, ordinances, rules, and regulations. Zimmerman agrees to comply with all Iowa Department of Agriculture and Land Stewardship regulations regarding the transportation and/or sale of Materials in quarantined and non-quarantined jurisdictions.

10. Termination. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the date of termination. This Agreement may be terminated immediately and without prior notice by the City in the event that it

documents a violation by Zimmerman of any state, federal, or local laws, ordinances, rules, or regulations relating to the Materials.

11. Approval of Council. This Agreement is subject to approval by the City Council.

ZIMMERMAN

CITY OF CHARLES CITY, IOWA

Norman Zimmerman

Jim Erb, Mayor

Attested to by:

Trudy O'Donnell, City Clerk