

PLEASE CALL CITY HALL (546-7098) IF YOU CANNOT ATTEND

PLANNING & ZONING COMMISSION MEETING

Tuesday, December 16, 2025 4:15 P.M.

AGENDA

I. CALL TO ORDER

II. ROLL CALL – GALLES____, FLOY____, SUSEMIHL____, GERGENI____,
HEIDEBRINK____, SCHIPPER____, SITZMANN____

III. MINUTES

1. 10/28/25

IV. BUSINESS

1. Final Plat of Crossroads Commons.

P&Z Action: (approving) (denying) – Final Plat of Crossroads Commons.

2. Rezone 927 6th Avenue ~~SW~~ from I-2 (General Industrial District) to B-2 (General Business District).

P&Z Action: (approving) (denying) – Rezone 927 6th Avenue SW from I-2 (Industrial Business District) to B-2 (General Business District).

City Staff Comments – The purpose of the meeting is to consider two requests:

- The Le Mars Business Initiative Corporation to consider the Final Plat of Crossroads Commons which is located at the northwest intersection of Key Avenue and 24th Street S.W.
- A request from Dogwood Properties, LLC. to rezone 927 6th Avenue SW located near intersection of 6th Avenue SW and 12th Street SW from I-2 (Industrial Business District) to B-2 (General Business District).

V. ADJOURNMENT

MOTION: Sitzmann moved, Galles seconded the rezoning of Dogwood Industrial Park First Addition (Lots 1 through 14) from I-2 (Industrial Business District) to B-2 (General Business District) be approved.
Ayes: All present.

V. Adjournment: Floy moved, Heidebrink seconded the meeting be adjourned at 4:30 P.M. Ayes: All present.

Wayne Schipper, Chairperson

Jan Feller, City Clerk

11/17

Plymouth County, IA

Owners

Primary Owner (Deed Holder)
Dogwood Properties LLC
 PO Box 1110
 Le Mars, IA 51031

Summary

Parcel ID 12-17-476-006
 Alternate ID 1217476006
 Property Address 927 6th Ave SW
 Le Mars
 Sec/Twp/Rng 17-92-45
 Brief Legal Description PT SE 1/4 SE 1/4 CITY LANDS 17-92-45 LE MARS
 (Note: Not to be used on legal documents)
 Document(s) DED: 2025-3160 (2025-09-23)
 AFF: 2025-2280 (2025-07-10)
 DED: 2014-952 (2014-03-26)
 DED: 2013-4354 (2013-10-02)
 Gross Acres 2.09
 Exempt Acres N/A
 Net Acres 2.09
 Class R - Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District LE MARS CITY LE MARS SCH LEMARS HWY 75 B
 School District LE MARS SCHOOL

Land

Lot Dimensions Regular Lot: 222.00 x 410.00
 Lot Area 2.09 Acres;91,020 SF

Lot Dimensions Regular Lot: 222.00 x 410.00
 Lot Area 2.09 Acres;91,020 SF

Total Lot Area 4.18 Acres;182,040 SF

Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built
	Barn - Feed and Livestock		0	0	1940
	Silo - Concrete		12	40	1940

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/22/2025	LE MARS COMMUNITY SCHOOL DISTRICT	DOGWOOD PROPERTIES LLC	2025-3160	Exchange, trade, gift, transfer from Estate (Including 1031 Exchanges)	Deed	Y	\$0.00
3/26/2014	DOGWOOD PROPERTIES LLC	LE MARS COMMUNITY SCHOOL DISTRICT	2014-952	Sale to/by Government/Exempt Organization	Deed	Y	\$680,000.00
9/30/2013	GOEBEL, WILLIAM H & ROSEMARY L	DOGWOOD PROPERTIES LLC	2013-4354	Normal	Deed		\$110,000.00
5/24/2013	HAHN, CHARLES BENJAMIN & BONNIE J	GOEBEL, WILLIAM H & ROSEMARY L	2013-2641	Normal	Deed		\$80,000.00
9/14/2012	HAHN, CLARAS ESTATE	HAHN, CHARLES BENJAMIN	2012-5415	Exchange, trade, gift, transfer from Estate (Including 1031 Exchanges)	Deed		\$0.00
2/10/2012	HAHN, CLARAS		2012-778	Other with explanation	Deed		\$0.00
1/5/2009	HAHN, CLARAS		2009-491	Other with explanation	Deed		\$0.00

⊕ There are other parcels involved in one or more of the above sales:

- [Recording: 2025-3160 - Parcel: 12-17-476-007](#)
- [Recording: 2025-3160 - Parcel: 12-17-476-008](#)
- [Recording: 2025-3160 - Parcel: 12-17-476-009](#)
- [Recording: 2025-3160 - Parcel: 12-17-476-010](#)
- [Recording: 2025-3160 - Parcel: 12-17-476-011](#)
- [Recording: 2025-3160 - Parcel: 12-17-476-012](#)
- [Recording: 2014-952 - Parcel: 12-17-476-007](#)
- [Recording: 2014-952 - Parcel: 12-17-476-008](#)
- [Recording: 2014-952 - Parcel: 12-17-476-011](#)
- [Recording: 2014-952 - Parcel: 12-17-476-012](#)
- [Recording: 2009-491 - Parcel: 12-17-476-004](#)

Permits

Permit #	Date	Description	Amount
5318	12/10/2013	Rmv Bldg	0
5100	04/10/2012	Rmv Bldg	0
	09/20/2011	Misc	0
	09/20/2011	Misc	0

Valuation

	2025	2024	2023	2022	2021
Classification	Residential	Residential	Residential	Residential	Residential
+ Res Land	\$28,100	\$28,100	\$28,100	\$28,100	\$28,100
= Total Assessed Value	\$28,100	\$28,100	\$28,100	\$28,100	\$28,100

Taxation

	2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
Classification	Residential	Residential	Residential	Residential
+ Taxable Land Value	\$13,328	\$13,022	\$15,357	\$15,211
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$13,328	\$13,022	\$15,357	\$15,211
- Military Exemption	\$0	\$0	\$0	\$0
- Homestead 65+ Exemption	\$0	\$0	\$0	\$0
= Net Taxable Value	\$13,328	\$13,022	\$15,357	\$15,211
x Levy Rate (per \$1000 of value)	28.69789	27.59496	27.07026	27.05797
= Gross Taxes Due	\$382.49	\$359.34	\$415.72	\$411.58
- Ag Land Credit				
- Disabled and Senior Citizens Credit				
- Family Farm Credit				
- Homestead Credit				
- Business Property Credit				
- Prepaid Tax				
= Net Taxes Due				

Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Homestead Tax Credit and Exemption

Apply Online for the Homestead Tax Credit and Exemption

Military Service Tax Exemption Application

Apply Online for the Military Service Tax Exemption

Vanguard Info Link



[Click here to visit the Assessor's VCS information page](#)

No data available for the following modules: Doing Business As, Residential Dwellings, Commercial Buildings, Soils Report, Yard Extras, Tax History, Tax Sale, Photos, Sketches.

The Plymouth County Assessors Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified assessment roll. All other data is subject to change.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 12/3/2025, 8:21:21 PM

Contact Us





Plymouth County, IA



Overview



Legend

Parcels

- BLL
- Condos
- Wind Turbines
- Parcels

Lot Dashed Line

Roads

- 1
- 3
- 5
- 6
- 9

Parcel ID	12-17-477-009	Alternate ID	1217477009	Owner Address	Le Mars Community Daycare Center Inc
Tax District	746	Class	C		601 12th St SW
Sec/Twp/Rng	17-92-45	Acreage	2.14		Le Mars, IA 51031
Property Address	601 12TH ST SW LE MARS				

District	LE MARS UR TIF/ LE MARS SCH
Brief Tax Description	LOTS 7 & 14 DOGWOOD INDUSTRIAL PARK ADDITION LE MARS (Note: Not to be used on legal documents)

Date created: 12/4/2025
Last Data Uploaded: 12/3/2025 9:21:21 PM

Developed by SCHNEIDER
GEO SPATIAL

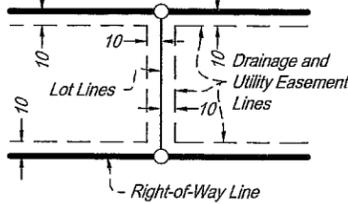
FINAL PLAT OF CROSSROADS COMMONS

IN PART OF THE SE 1/4 - SE 1/4 OF SECTION 24, TOWNSHIP 92 NORTH,
RANGE 46 WEST, 5TH P.M., PLYMOUTH COUNTY, IOWA

AREA TABLE:

Lot 1 = 44,746 sq. ft.
 Lot 2 = 44,519 sq. ft.
 Lot 3 = 44,402 sq. ft.
 Lot 4 = 44,286 sq. ft.
 Lot 5 = 50,019 sq. ft.
 Lot 6 = 104,815 sq. ft.
 Lot 7 = 128,150 sq. ft.
 Lot 8 = 128,022 sq. ft.
 Lot 9 = 128,372 sq. ft.
 Lot 10 = 129,083 sq. ft.
 Lot 11 = 101,681 sq. ft.
 Lot 12 = 183,512 sq. ft.
 Lot 13 = 44,162 sq. ft.
 Lot 14 = 43,937 sq. ft.
 Lot 15 = 157,456 sq. ft.
 Right of Way = 147,626 sq. ft.
 Total = 1,524,787 sq. ft. - 35.00 acres

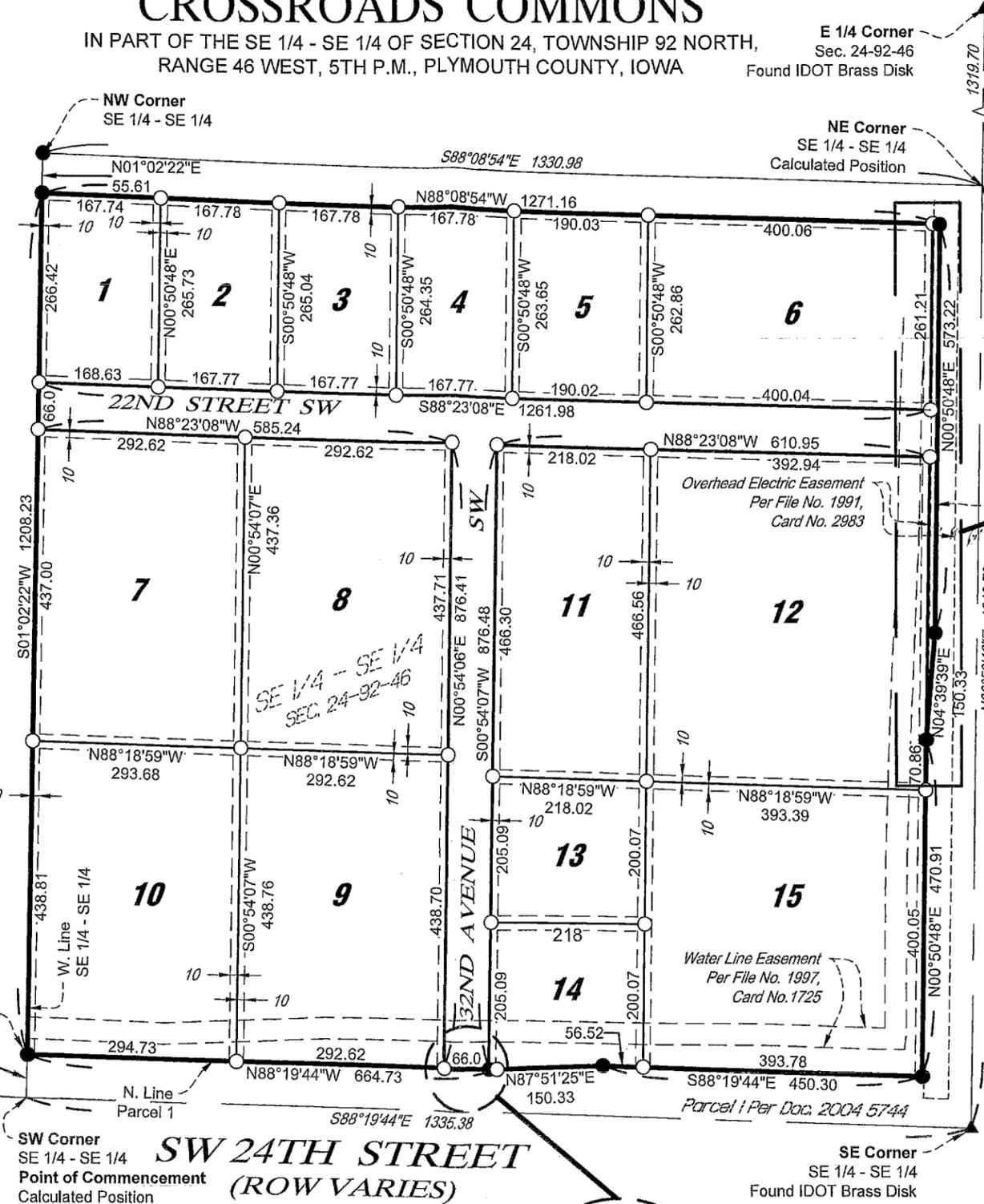
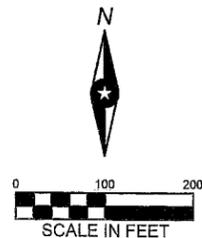
Drainage and Utility Easements are shown thus:



Being 10 feet in width and adjoining lot lines, right-of-way lines and rear lot lines, unless otherwise indicated on the plat.

LEGEND

- Indicates Set 5/8" Rebar
Purple Plastic Cap PLS 27273
- Indicates Found 5/8" Rebar
Purple Plastic Cap PLS 27273
- ▲ Section Corner
Found as Noted
- Boundary Line
- Lot Line
- - - Section Line
- - - 16th Line
- - - Easement Line



E 1/4 Corner
Sec. 24-92-46
Found IDOT Brass Disk

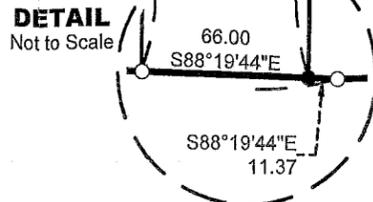
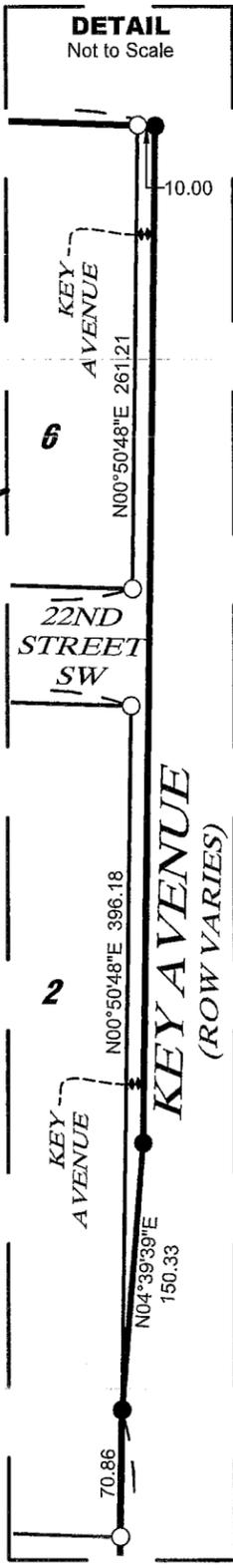
NE Corner
SE 1/4 - SE 1/4
Calculated Position

S 1/4 Corner
Sec. 24-92-46
Found Mag Nail

Point of Beginning
N01°02'22"E
60.00

SW Corner
SE 1/4 - SE 1/4
Point of Commencement
Calculated Position

SE Corner
SE 1/4 - SE 1/4
Found IDOT Brass Disk



DRAWN BY KSI
PLOT DATE: 12/22/25
CAD FILE NAME: 250156.PLT



I hereby certify that this land surveying document was prepared by me 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.



niker
Number 27273
Date: 12/02/25
My License renewal date is 12/31/25
Pages covered by this seal 2

PN: 25-32501
Sheet 2 OF 2
Surveyed by: BAM
Survey Date: / /
Rev. Date: / /

LE MARS CROSSROAD COMMONS ADDITION
COMMERCIAL RESTRICTIVE COVENANTS

WHEREAS, LBIC, Inc. is the owner of certain real estate known as the Le Mars Crossroad Commons Addition in Le Mars, Plymouth County, State of Iowa, and

WHEREAS, said owner hereby adopts certain restrictive covenants governing the use of said property to preserve the general nature of the property, to prevent nuisances, and to maintain a desirable atmosphere for present and future owners of the property, and

WHEREAS, the legal description of the property which is subject to the restrictive covenants hereinafter set forth shall include the following:

Lots 1 through 15 in the Le Mars Crossroads Commons Addition, in Le Mars, Plymouth County, Iowa.

NOW THEREFORE, in consideration of the best interests of the current owners and future developers of said property and in further consideration of the prospective sale of said property and the best interests of all future purchasers, it is hereby agreed that the following restrictive covenants shall attach to the real estate described hereinabove and said covenants are hereby imposed upon any subsequent owners and occupants of the property as fully and effectively as if they are contained and set forth in each separate deed of conveyance or other document conveying any interest in said property and, once recorded in the office of the Plymouth County Recorder, said covenants shall run with the land until or unless they are specifically released or amended as provided herein:

1. Application and Enforcement

These restrictive covenants shall operate as covenants running with the land for the benefit of any and all holders of an interest in the property within the legal description set forth hereinabove, and said parties are specifically given the right to enforce these restrictive covenants through any proceedings, at law or in equity, against any person or entity violating such restrictions, and to recover any damages arising from any violation of these restrictions.

2. Duration and Amendment

These restrictive covenants, conditions and restrictions on the property described hereinabove are to run with the land and shall be binding on all parties and persons claiming under them, including but not limited to grantees, heirs, successors, and assigns, for a period of twenty(20) years from the date this instrument is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten(10) years unless an instrument signed and approved by a majority of the owners of such property is approved and placed of record to modify or change such covenants, conditions and restrictions in whole or in part. These restrictive covenants, conditions and restrictions on the property described hereinabove may be amended at any time by a simple majority of lot owners by filing an instrument specifying said amendment, modifications, or changes.

3. Retention and Repurchase

Once a site has been purchased from LBIC, Inc., its successors or assigns, such site shall be considered as a single unit and it shall not be subdivided or a portion of the land sold, leased, or rented until written approval thereto is given by LBIC, Inc.

The original purchaser of any lot, tract, or parcel from LBIC, Inc. shall not remove, either by sale or relocation, any soils from the lot, tract, or parcel, either before, during or after the construction of the principal structure, any accessory structures or parking facilities, subject to the following regulations. Any such soils designated by the purchaser as excess, shall become the property of LBIC, Inc., and shall be transported by the purchaser to a place within two (2) miles, as designated by LBIC, Inc. LBIC, Inc. shall designate a place for storage of said excess soils from the purchaser's lot, tract, or parcel within 30 days of delivery of a signed notification from the purchaser that excess soils exist. If LBIC, Inc. does not designate such place within the specified 30 days, said excess soils shall become the property of the purchaser for use or sale as the purchaser shall deem appropriate. Said purchaser shall remove said excess soils from the purchaser's lot, tract, or parcel within 90 days after receiving the ownership of said excess soils.

If after expiration of two (2) years from the date of delivery of the deed from LBIC, Inc., conveying any property lying within the aforementioned addition, any grantee or assign shall not have begun in good faith the construction of a permanent building upon said site, LBIC, Inc. shall have the option to repurchase the property for the original purchase price and enter into possession thereof. This option to repurchase must be exercised in writing within one (1) year after the expiration of the two (2) year period following delivery of the deed referred above. Closing of the repurchase shall take place within sixty (60) days after the exercise of the option to repurchase and shall be at a location designated by LBIC, Inc., or its successors. Provided, however, anything in this article to the contrary notwithstanding, LBIC, Inc., its successors or assigns, may extend in writing the time in which said construction may be begun and such repurchase right exercised. In the event of a repurchase, the grantor shall convey the property by warranty deed subject only to those encumbrances specified in the original conveyance from LBIC, Inc. Taxes for the year in which the reconveyance occurs shall be prorated to the date of reconveyance.

4. Compliance and Maintenance

The owner of any site shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and shall comply in all respects with all government, health, fire and police requirements and regulations, and such owner will remove at his own expense any rubbish or debris of any character whatsoever which may accumulate on said site, and in the event said owner fails to comply with any and all of the aforesaid specifications and requirements, then, and only then, the City of Le Mars, Iowa, its successors and assigns, shall have the right, privilege and license, but not the obligation, to enter upon the premises and make any and all the corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner.

5. Uses

All lots, tracts or parcels of property described herein shall be known, described, and used solely for the following permitted uses:

- ◆ All commercial, industrial, and civic uses allowed by the City of Le Mars Zoning Ordinance for the B-2, General Business District except those uses specifically prohibited by these Restrictive Covenants.
- ◆ Accessory uses may be permitted where said uses are clearly established as a benefit to the employees of the principal use on the lot, tract, or parcel. Examples of permitted on site accessory uses include child day care for children of employees only, employee cafeterias, etc.

The following uses are not permitted:

- ◆ Mobile home parks, residential care facilities, and convalescent care facilities.
- ◆ Churches, Synagogues, and other places of worship.
- ◆ Cemetery
- ◆ Stockyards or kennels.
- ◆ Fat rendering or distillation of animal bones, hides, and byproducts.
- ◆ Animal, poultry, and bird raising for commercial purposes.
- ◆ Mini-storage warehouses and warehouses not located upon or affiliated with the principal use on the same lot, tract, or parcel.
- ◆ Auto Body Repair.

6. Buildings and Structures

All structures newly constructed or improved within the subdivision shall be constructed of materials complying with the City of Le Mars Building Code. Uncolored galvalume steel or sheet aluminum is not allowed for use on any exterior wall of any structure or building within the addition. In lieu of concrete, masonry or brick, colored exterior steel panels may be used to construct any exterior building wall. Exterior walls of any accessory building located on any lot, tract, or parcel shall be constructed of the same-colored exterior steel panels as the principal structure if the principal structure contains colored exterior steel panels. If the principal structure contains no exterior-colored steel panels, any accessory structures or buildings on the same lot, tract, or parcel may be constructed with colored exterior steel panels. Any and all additional accessory buildings or structures shall use the same color exterior steel panels as other buildings or structures on the same lot, tract, or parcel.

Metal roofs of buildings or structures within the subdivision shall not be constructed of uncolored galvalume steel or uncolored aluminum if the roof pitch is greater than 1-inch vertical rise in 12 inches of horizontal distance. Metal roofs having a pitch of 1 inch rise in 12 inches of horizontal distance, or less, may be constructed of sheet aluminum or other metal products, but not uncolored galvalume steel.

7. Used and Temporary Structures

No previously occupied building or structures shall be moved onto any tract in said addition. No trailer, basement without appropriate above-ground structure, tent, shack, garage, barn, or similar outbuilding shall be erected or moved upon any tract. Temporary structures used in conjunction with the construction or expansion of the principal structure, accessory structures or parking lots are allowed during the construction process. Under no circumstances may the aforementioned temporary structure be allowed to remain on any portion of any tract for a period longer than twelve (12) months.

8. Landscaping, Driveways, Parking, and Loading

- The titleholder of each lot, tract or parcel shall keep such lot, tract, or parcel, vacant or improved, free from weeds and unsightly plant growth. All open areas not used for structures, parking, loading, or driveways on any lot, tract or parcel shall be landscaped, graded, and properly drained. Drainage from all driveways, parking areas, loading areas, and building roofs shall not be dispersed to adjoining lots, tracts, or parcels.
- Maintenance, including snow removal, of all walks and driveways shall be the responsibility of the property owner. All walks shall be constructed of portland cement and all driveways shall be surfaced with asphalt or portland concrete cement. Any portion of any driveway that lies upon the municipally owned right of way shall be hard surfaced with Portland concrete cement at least six (6) inches thick.
- Maintenance, including snow removal, of all parking and loading areas shall be the responsibility of the property owner. Parking on the municipally owned right of way shall not be allowed without the consent of the City of Le Mars, Iowa. All employee, visitor, and customer vehicle parking areas shall be surfaced with asphalt or portland concrete cement. Excluding driveways, the front yard setback required by the Le Mars Zoning Ordinance may contain parking areas subject to the following:
 - Parking in the front yard setback area shall not be allowed in the front five (5) feet of the required front yard setback area. If parking is located in the remaining front setback area, the front five (5) feet shall contain either sidewalks or appropriate landscaping and grasses.
- Required street side yard setback areas, required side yard setback areas, and required rear yard setback areas shall not contain any parking, driveways, or loading areas within five (5) feet of any property line.

9. Signs

Advertising signs must be accessory in nature relating only to the use of the premises on which the sign is located. Off premises signs are not allowed in the subdivision. One identification sign for each business is required for each property. Identification signs shall adhere to the following restrictions:

- ◆ Identification Signs may be either wall signs attached to the front wall of the principal structure on any lot, tract, or parcel, or monument signs located in the front setback area, but not in the front five (5) feet of the front setback area. Said identification signs shall contain the business name and address only, and no other advertising. Identification wall signs shall not exceed one (1) square foot in area for each linear foot of the building frontage. Monument identification signs shall be at least ten (10) square feet in size and no larger than thirty-two (32) square feet in size. All free-standing signs, including monument identification signs, shall not exceed eight (8) feet in overall height.

Other permitted signs shall be limited to the following types:

- ◆ Wall Signs shall not exceed one (1) square foot of area for each linear foot of wall to which the sign is attached. Such wall signs shall not project more than twelve (12") inches from the face of the building. No more than two (2) wall surfaces, including the building frontage wall of the principal structure, shall be used for wall sign displays. No accessory buildings shall be permitted to contain any wall signs and no more than two (2) permanent type signs are permitted per development. No sign shall be permitted to project above the roof line of any structure. Roof mounted signs are not allowed. Direct, back lighting and internal illumination shall be permitted. Permitted lighting shall not

include flashing, pulsating or colored lighting, and permitted external lighting shall be constructed to direct the source of light away from adjacent properties and public streets.

- ◆ Directional Signs: One (1) entrance or exit sign shall be allowed for each curb cut. Directional signs located within the lot, tract or parcel shall be allowed to direct vehicles and individuals to parking areas, office entrances, visitor entrances, loading areas, etc. Directional signs shall be limited in size to a maximum of six (6') square feet in area and four (4') in overall height. No advertising shall be permitted on directional signs.

10. Storage of Materials and Goods

Outside storage is allowed only for new retail merchandise available for immediate purchase by the general public. Outside storage of any used equipment or merchandise is prohibited. No more than 40% of the total lot area can be used for outside storage of new retail merchandise available for immediate purchase by the general public.

11. Utilities

All utilities of any nature shall be located underground. No above ground utilities are allowed anywhere within the subdivision, including between specific structures or buildings on specific lots, tracts, or parcels.

12. Invalidation

Invalidation of any of these covenants by judgement, decree, or court order, shall in no way affect any of the other provisions of these covenants and such other provisions shall remain in full force and effect.

Adopted by resolution of LBIC, Inc. this
_____ day of _____, 2025.
LBIC, Inc.

BY: _____
Mike Wells, President

BY: _____
Micah Lang, Secretary/Treasurer

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, to me personally known, and who, being by me duly sworn, did say that he, Mike Wells, is the President of LBIC, Inc. and that he, Micah Lang, is the Secretary/Treasurer of LBIC, Inc. of Orange City, Iowa; that the signing of this instrument by them was a voluntary act.

Notary Public