COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, February 17, 2021; 5:30 PM

City Hall | 226 W 4th St | Council Chambers

A partially electronic meeting is being held because a fully "in-person" meeting is impractical due to concerns for the health and safety of Council members, staff, and the public presented by COVID-19, and to follow the Governor's proclamation and the Mayor's executive order directing social distancing and placing restrictions on gatherings. In-person attendance by the general public at any City of Davenport public meeting within its facilities shall be limited to 10 persons.

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing for Case ORD20-02 being the request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing. [Ward 3]

2. Public Hearing for Case ROW20-02 being the request of Palmer College of Chiropractic for the vacation of the public right-of-way known as East 11th Street between Perry Street and Pershing Avenue and a portion of an alley in Block 89 of LeClaire's 8th Addition. [Ward 3]

3. Public Hearing for Case REZ20-09 being the request of S.J. Russell, L.C. on behalf of the Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. [Ward 6]

THE PROTEST RATE IS OVER 20%. 8 VOTES REQUIRED FOR PASSAGE.

VII. Petitions and Communications from Council Members and the Mayor

VIII. Action items for Discussion

<u>COMMUNITY DEVELOPMENT</u>

Kyle Gripp, Chair; Judith Lee, Vice Chair

I. COMMUNITY DEVELOPMENT

1. Second Consideration: Ordinance for Case REZ20-08 being the request of MCC Iowa LLC on behalf of MM Development LLC to rezone 5000 Grand Avenue from R-MF Multi-Family Residential District to I-1 Light Industrial District to allow for construction of a communications building to house and operate electronics and fiber optic cables. [Ward 7]

2. First Consideration: Ordinance for Case ORD20-02 being the request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing. [Ward 3]

3. First Consideration: Ordinance for Case ROW20-02 being the request of Palmer College of Chiropractic for the vacation of the public right-of-way known as East 11th Street between Perry Street and Pershing Avenue and a portion of an alley in Block 89 of LeClaire's 8th Addition. [Ward 3]

4. First Consideration: Ordinance for Case REZ20-09 being the request of S.J. Russell, L.C. on behalf of the Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. [Ward 6]

THE PROTEST RATE IS OVER 20%. 8 VOTES REQUIRED FOR PASSAGE.

5. Resolution approving Case F20-14 being the request of Musal Tract LC for a final plat of Hugo First Addition for a one-lot subdivision on 1.67 acres, more or less, located directly north of 2815 North Clark Street. [Ward 2]

6. Resolution approving the 2021 Urban Revitalization Tax Exemption projects. [All Wards]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ray Ambrose, Chair; Ben Jobgen, Vice Chair

III. PUBLIC SAFETY

1. Second Consideration: Ordinance amending Chapter 12.72 entitled “Conduct in Parks” to add a new Section 12.72.095 that prohibits the use of tobacco and nicotine products in the parks and park facilities. [All Wards]

2. Second Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled “Resident Parking Only” by adding Sturdevant Street along the west side from the alley north of 12th Street to 13th Street. [Ward 4]

3. Resolution approving the following street, lane, or public ground closures on the listed dates to hold outdoor events.

   Sasha Rowland; Mac's Tavern St. Patrick's Day Celebration; 316 West 3rd Street; 8:00 a.m. Saturday, March 13, 2021 - 2:00 a.m. Sunday, March 14,

2021; **Closure:** sidewalk in front of 316 and 318 West 3rd Street. [Ward 3]

4. Motion approving beer and liquor license applications.

A. New License, new owner, temporary permit, temporary outdoor area, location transfer, etc (as noted):

Ward 5

The 11th St Precinct and Grill (Carpe Diem I LLC) - 2108 E 11th St - Outdoor Area - Premise Update - License Type: C Liquor

Ward 7

Assumption High School (Assumption High School) 1020 W Central Park Ave - "April Knights" April 23, 2021 - License Type: C Liquor

B. Annual license renewals (with outdoor area renewals as noted):

Ward 1

Happy Joes Pizza (Dynamic Restaurant Acquisition, Inc) - 817 S Farragut St - License Type: B Beer

Jimmie O's Saloon (OLDHAM ENTERPRIZES LLC) - 2735 Telegraph Rd - License Type: C Liquor

Smokin' Joe's Tobacco and Liquor Outlet # 1 (The Outlet Inc) - 3120 Rockingham Rd - License Type: E Liquor

Ward 2

SNS Mart (Sleesha Mini Mart LLC) - 1715 W Kimberly Rd - License Type: C Beer

Ward 3

Chuck's Tap (White T Corporation) - 1731 W 6th St - License Type: C Liquor

Express Lane Gas & Food Mart # 84 (ExpressLane Inc) - 321 N Division St - License Type: C Beer

Golden Mart (Golden Mart Inc) - 1026 W River Dr - License Type: E Liquor

Moti’s Food (QC Diner LLC) - 1717 W 3rd St - License Type: E Liquor

Ward 4

Happy Joes Pizza (Dynamic Restaurant Acquisition, Inc) - 1616 W Locust St - Outdoor Area - License Type: C Liquor

SC Mini Mart (SC Minimart LLC) - 1511 W Locust St - License Type: C Beer

Sun Mart LLC (Sun Mart LLC) - 2920 W Locust St - License Type: E Liquor

Ward 5

Baked Beer & Bread Co (MemeCat LLC) - 1113 Mound St - License Type: C Liquor

Brady Mart Food & Liquor (Midwest Stores LLC) - 3107 Brady St - License Type: E Liquor

Express Lane Gas & Food Mart # 77 (Express Lane Inc) - 1208 E Locust St - License Type: C Beer

Ward 8

Express Lane Gas & Food Mart # 86 (ExpressLane Inc) - 7522 Northwest Blvd - License Type: C Beer

Fareway Stores, Inc #987 (Fareway Stores, Inc) - 1635 W 53rd St - License Type: E Liquor

Happy Joes Pizza (Dynamic Restaurant Acquisition, Inc) - 201 W 50th St - License Type: Beer/Wine

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Matthew Dohrmann, Vice Chair

V. PUBLIC WORKS

1. Third Consideration: Ordinance amending Chapter 15.44 entitled "Flood Damage Prevention" of the Davenport Municipal Code to adopt the new Flood Insurance Study and flood maps, and to align the Ordinance with Iowa Department of Natural Resources and FEMA standards and regulations. [All Wards]
2. Resolution approving a contract for the West Locust Street Pump Station and Force Main project design and bid documents preparation with Donohue & Associates, Inc in an amount not-to-exceed $125,000, CIP #30054. [Ward 1]
3. Resolution of acceptance for the 2nd & Marquette Sewer Improvement project completed by Miller Trucking and Excavating Inc of Silvis, Illinois with a final cost of $1,195,822.69, CIP #30016. [Ward 3]
4. Resolution accepting work completed under the Main Library Air Handler Replacement Phase II project. The total contract with Hometown Plumbing & Heating Co, Inc of Davenport, Iowa was $532,752.20, CIP #23038. [Ward 3]
5. Motion approving four farming land lease agreements for five years each, 2021-2025,

at the Davenport Municipal Airport. [Ward 8]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

JJ Condon, Chair; Patrick Peacock, Vice Chair

VII. FINANCE

1. Resolution setting a Public Hearing on the FY 2022 Operating Budget, FY 2022 Capital Improvement Budget, and the FY 2022 - FY 2027 Capital Improvement Program for March 17, 2021 at 5:30 p.m. in the Council Chambers at City Hall. [All Wards]
2. Resolution of agreement and support for River Action's application for a state and/or federal grant related to the construction of First Bridge, a recreation trail bridge, over River Drive to River Heritage Park. [Ward 3]
3. Motion directing staff to purchase the property located at 323 South Clark Street for the purchase price of $115,000, and authorizing the Chief Financial Officer to execute all documents necessary to complete the transaction. [Ward 1]
4. Motion approving a one-year extension of the golf professional service agreements between the City of Davenport and various golf professionals at Red Hawk, Duck Creek, and Emeis Golf Courses. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

IX. PURCHASES OF $10,000 TO $50,000 (For Information Only)

1. Midland Paper Company - annual Bi-State janitorial order - Amount: $11,107
2. Greenwood Cleaning Systems Inc - annual Bi-State janitorial order - Amount: $14,913
3. Tricon General Construction - door/hardware replacement at RiverCenter - Amount: $31,455.44

X. Other Ordinances, Resolutions and Motions

XI. Public with Business

PLEASE NOTE: At this time individuals may address the City Council on any matters of City business not appearing on this agenda. This is not an opportunity to discuss issues with the Council members or get information. In accordance with Open Meetings law, the Council cannot take action on any complaint or suggestions tonight, and cannot respond to any allegations at this time.

Please state your Name and Ward for the record. There is a five (5) minute time limit. Please end your comments promptly.

XII. Reports of City Officials

XIII. Adjourn

City of Davenport

Department: City Clerk
Contact Info: Laura Berkley, 563-888-3553

Action / Date
2/17/2021

Subject:
Public Hearing for Case ORD20-02 being the request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
The Palmer College of Chiropractic is zoned S-IC Institutional Campus. In 2018, the City approved the rezoning under Ordinance 2018-107 which adopted Palmer's Master Campus Plan. At that time, the Land Use Plan called for a Sports Field in the area bounded by East 11th Street and East 10th Street between Perry Street and Pershing Avenue. The Petitioner has requested to modify the plan to utilize this area for student housing. The project includes 115 units and replaces the proposed student housing along Main Street between 7th and 8th Streets.

The proposal Section 17.07.030F outlines thresholds associated with modifications of the Land Use Plan. The proposed use qualifies as a Major Amendment and requires Plan & Zoning Commission review and City Council approval.

The Plan & Zoning Commission at its February 2, 2021 meeting voted to recommend approval of the request 9-0.

See attached staff report for full analysis.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Backup Material	Staff Report
🗋	Backup Material	Major Modification Area current and proposed
🗋	Backup Material	Notified Property Owners
🗋	Backup Material	Recognized Neighborhood and Organization Letter
🗋	Backup Material	Application
🗋	Backup Material	Application Narrative

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Berkley, Laura	Approved	2/12/2021 - 8:09 AM

ORDINANCE NO.

ORDINANCE for Case No. ORD20-02 being the request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing [Ward 3].

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:
Section 1. The Land Use Plan adopted in association of Ordinance No. 2018-107 is amended to allow a student housing building as shown as "F" in the attached Campus Master Plan.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

_____
Mike Matson
Mayor

Attest: _____
Brian Krup
Deputy City Clerk

Published in the *Quad City Times* on _____

PALMER
College of Chiropractic

Landscape & Site :

As part of the 2015 Master Plan update and this PID, Palmer College has established a new campus aesthetic for the campus exterior spaces. This aesthetic can be seen in the currently under construction of the North Campus Site Improvements. With this project, campus standards have been established for the following site features for future campus site improvements identified in the 2015 Master Plan update and this PID.

HARDSCAPE

Hardscape pavement will primarily consist of Portland Cement Concrete (PCC) and with concrete pavers at key areas around campus.

LIGHTING

Campus lighting will comprise of a mix of pedestrian poles lights, bollard lights and accent lighting and tree up-lighting. Lighting will be designed first with safety in mind, with an emphasis on the aesthetic and energy conversation.

PARKING

Parking areas will be designed to provide safe and organized parking for students, patients, employees and visitors. Parking lots will be constructed of either PCC pavement or asphalt. Lots will have a PCC curb and gutter and will adhere to city standards for setback and screening.

LANDSCAPE

Campus landscape improvements will include quality trees, shrubs, perennials and groundcovers. Irrigation will be provided for most areas, but the plantings should also be designed to be drought tolerance in mind. Other landscape features include benches, trash receptacles, tables and chairs. The North Campus Site Improvements have established the primary campus aesthetic for there elements.

CAMPUS EDGE & SCREENING

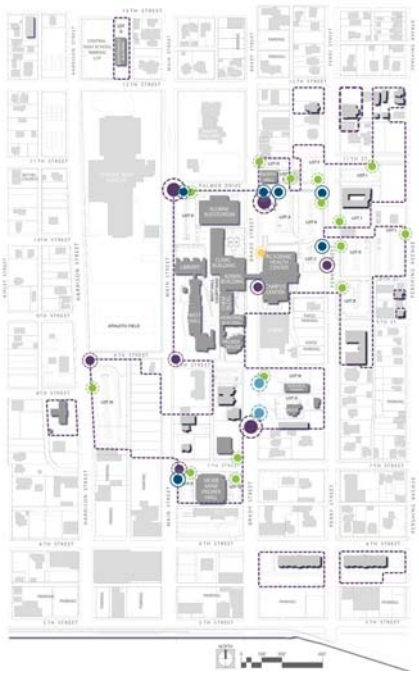
As shown on page MP-3, Palmer intends to include an enhanced campus edge that will comprise of ornamental fence with masonry piers at the corners and periodically along the fence line. Shade trees and a mix of deciduous and evergreen shrubs will provide screening of the parking lots and other service type areas around campus.

Gateways & Wayfinding :

As part of the 2015 Master Plan update, campus Gateways & Wayfinding sign locations were preliminarily identified. As the campus master plan is moved ahead, some of the proposed locations may need to be revisited. A series of campus gateways are planned to help establish the campus edge, welcome visitors to campus and improve campus visibility to those traveling through the area. Wayfinding signs have been added over the past few years and future signs will utilize the same design as new wayfinding locations are identified.

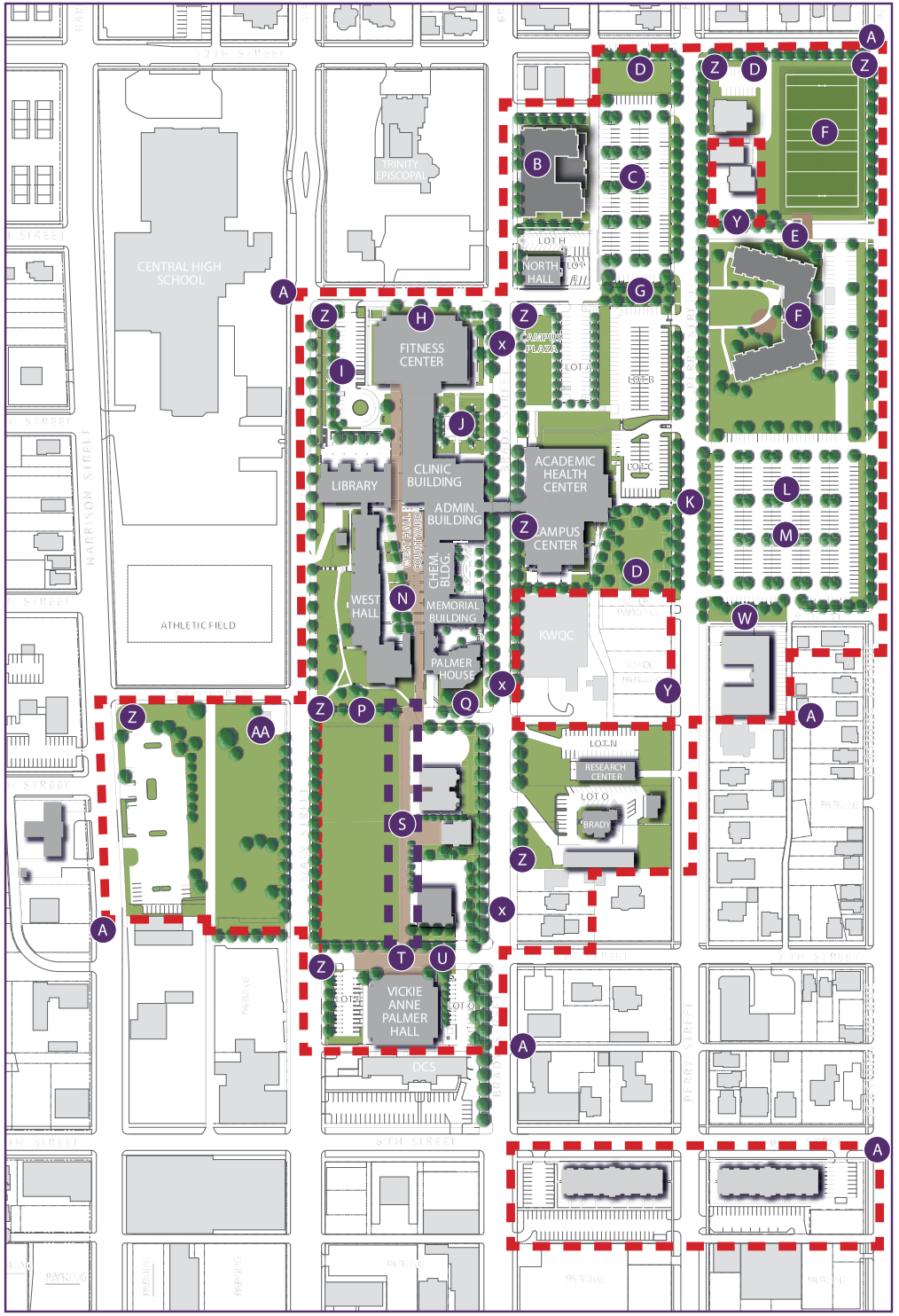
LEGEND

- Primary Gateway Feature
- Secondary Gateway Feature
- Existing Gateway Sign
- Existing Wayfinding Sign
- Existing Wayfinding Sign - to be repositioned or integrated into site improvements
- Future Wayfinding Signs (to be installed spring 2015)
- Future Parking Lot Signs (to be installed spring 2015)
- Future Promotional/ Digital Sign (to be installed spring 2015)



MASTER PLAN KEYNOTES

- A PROPOSED P.I.D. BOUNDARY
- B NEW MIXED USE DEVELOPMENT
- C NEW PARKING - P1
- D NEW GREEN SPACE
- E CONVERT 11TH ST TO PEDESTRIAN WALKWAY/ FIRE ACCESS
- F NEW STUDENT HOUSING
- G CLOSE EAST HALF OF PALMER DRIVE
- H NEW FITNESS CENTER
- I NEW CAMPUS GATEWAY & PARKING
- J RENOVATED CLINIC GARDENS
- K ENHANCED PEDESTRIAN CROSSING
- L CLOSE 10TH STREET
- M NEW PARKING - P2
- N RENOVATED WEST HALL COURTYARD
- O NOT APPLICABLE
- P PARTIALLY CLOSE 8TH STREET
- Q MAINTAIN ACCESS FOR SERVICE
- R NOT APPLICABLE
- S EXISTING ALLEY IMPROVEMENTS
- T NEW VICKIE ANNE PALMER HALL PLAZA
- U PARTIALLY CLOSE 7TH STREET
- V NOT APPLICABLE
- W PARTIALLY CLOSE 9TH STREET
- X BRADY STREETSCAPE ENHANCEMENTS
- Y EXCLUDED FROM PID BOUNDARY
- Z CAMPUS GATEWAY SIGN
- AA EXISTING VACANT SERVICE STATION
- BB NOT APPLICABLE



0 80' 160' NORTH

REVISIONS		
No.	DESCRIPTION	DATE

PALMER PLANNED INSTITUTIONAL DISTRICT
DAVENPORT, IOWA

CAMPUS MASTER PLAN

RDG Project #: R3001.734.00
File Name: [MEO CAD BOARDER (001).dwg]
© COPYRIGHT -- ALL RIGHTS RESERVED
Drawn By: JMA
Checked By: JMA
DATE: 12/15/2020

MP-1

ti, December 14, 2020 11:07:08 AM
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City of Davenport
Plan and Zoning Commission
Staff Report 2-2-2021

Case: ORD20-02: Request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing [Ward 3].

Recommendation: Staff recommends that the Plan and Zoning Commission forward Case ORD20-02 to City Council with a recommendation of approval with the following findings:

1. The modification is consistent with the Comprehensive Plan.
2. The modification meets the intent of the Institutional Campus District.
3. Sufficient parking has been identified for the student housing.

Background:
The Palmer College of Chiropractic is zoned S-IC Institutional Campus. In 2018, the City approved the rezoning under Ordinance 2018-107 which adopted Palmer's Master Campus Plan. At that time, the Land Use Plan called for a Sports Field in the area bounded by East 11th Street and East 10th Street between Perry Street and Pershing Avenue. The Petitioner has requested to modify the plan to utilize this area for student housing. The project includes 115 units and replaces the proposed student housing along Main Street between 7th and 8th Streets.

The proposal Section 17.07.030F outlines thresholds associated with modifications of the Land Use Plan. The proposed use qualifies as a Major Amendment and requires Plan & Zoning Commission review and City Council approval.

Public Input:
Prior to submittal of the Modification request, Palmer College of Chiropractic notified recognized neighborhood and organizations. The notice has been included.

Property owners within 500 feet were notified of the proposed modification. A notice of the public hearing was published in the Quad City Times. A neighborhood meeting was held on January 11, 2021 with 20 people, including staff, elected officials and the Petitioner, in attendance.

A public hearing at the Plan & Zoning Commission was held on January 19, 2021. No one from the public spoke. No written protests from the property owners within the notice area have been submitted.

Comprehensive Plan:
Within Existing Urban Service Area: Yes
Within Urban Service Area 2035: Yes

Future Land Use Designations: The major modification area is within the Civic and Institutional category in the Davenport +2035 Land Use Plan.

> **Civic and Institutional** – Reserved for major developments for government, education, religion, medical, utilities, and other cultural or non-profit organizations located outside of the Downtown (DT)

Zoning: Special Purpose District Institutional Campus (S-IC).

Institutional Campus District - Intended to encourage a comprehensive approach to development by significant institutions within the City. The S-IC District is also intended to:

1. Further the policies of the Comprehensive Plan;
2. Permit appropriate institutional growth within boundaries of the district while minimizing the adverse impacts associated with development and geographic expansion;
3. Balance the ability of specific institutions to grow and adapt to changing needs while protecting the livability and vitality of adjacent areas.
4. Encourage the preparation of a land use plan for higher development intensity institutional campuses that enables the community to understand the levels of development being proposed, their likely impacts and appropriate mitigation measures.

Technical Review: Stormwater has been identified as an ongoing issues within the area. Palmer has proposed stormwater detention as part of the student housing development as well as under the already planned athletic field to the north of the modification area to alleviate some of the stormwater issues. Palmer continues to work with staff to address stormwater and infrastructure needs as the implementation of their Campus Master Plan continues. Engineering staff believes the existing street network can accommodate the traffic associated with this modification.

Discussion: The major modification to the Palmer College of Chiropractic is required due to the increase in intensity within the proposed area. The remaining Campus Master Plan as adopted under Ordinance 2018-107 will remain with any minor changes reviewed by staff as outlined in Section 17.07.030F of the Zoning Code.

Approval Standards for Map Amendments (Chapter 17.14.040)
The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and Zoning Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

a. The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

The proposed modification is consistent with the Comprehensive Plan. The modification is simply relocating an already approved use within the plan area.

b. The compatibility with the zoning of nearby property.

The subject property is adjacent to Residential – Multi-Family zoning districts and several other apartments in the vicinity. There is also R-4C at the campus edge. The Campus Master Plan addresses the need for delineating a campus edge which would be implemented with the modification. It is staff's opinion that the proposed amendment is compatible with the zoning of nearby property.

c. The compatibility with established neighborhood character.

The established neighborhood character is mixed use ranging from single and two-family residential, multi-family, commercial, and institutional. It is staff's opinion that the modification is compatible with the already approved character of the Palmer Campus Master Plan.

d. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

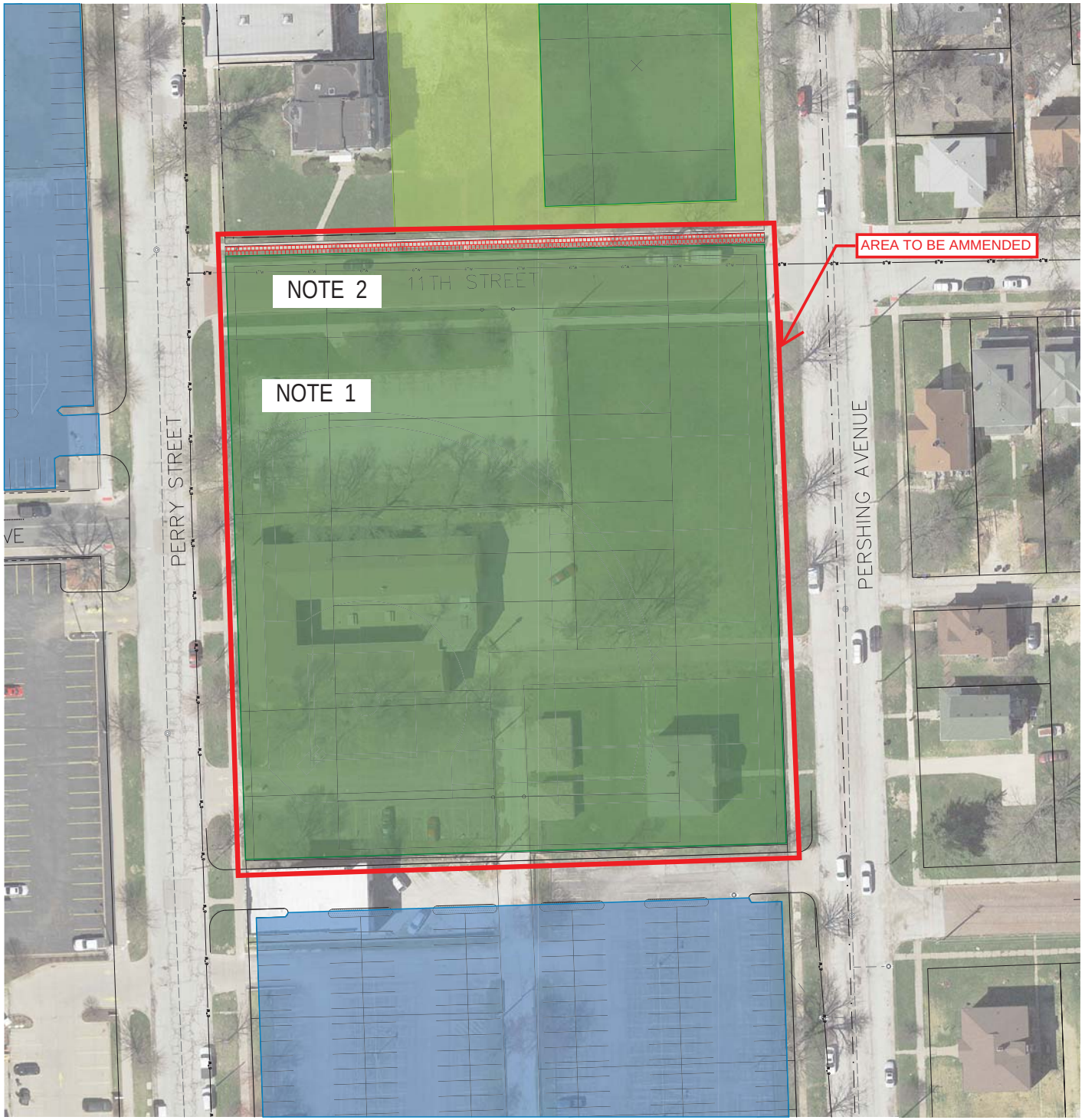
Palmer has identified 160 parking stalls within and adjacent to the proposed modification that will be allocated to students living within the student housing. According to the overall plan, the modification increases overall parking within the Campus. Appropriate access has been planned and will be achieved in conjunction with the vacation of proposed rights-of-way. The proposed modification will develop in a manner that promotes the public health, safety, and welfare of the City.

e. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

Under the current Zoning Ordinance, the S-IC Institutional Campus Zoning District allows for multi-family development. The current Campus Master Plan called for the same number of units of student housing to be located on Main Street between 7th and 8th Streets. The modification is relocated that housing as a net zero change in units.

f. The extent to which the proposed amendment creates nonconformities.

No nonconformities will be created with the modification.



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SCALE: 1" = 20'

NOTES

1) PROPOSED BASEBALL FIELD TO BE REMOVED.

2) PROPOSED ATHLETIC FIELD TO BE REMOVED.

SPORTS FIELD

LANDSCAPE

PROPOSED PARKING

No.	DESCRIPTION	DATE
	REVISIONS	

IMEG

PALMER PID STUDENT HOUSING AMMENDMENT
DAVENPORT, IOWA

EXISTING APPROVED PID

IMEG Project No: 19005343.06
File Name: 19005343.06 AMMENDMENT
COPYRIGHT 2021
ALL RIGHTS RESERVED
Field Book No: ####
Drawn By: LKS
Checked By: AEK
Date: 1/4/2021

EX-1
Sheet 1 of 2

Monday, January 4, 2021 1:36:23 PM
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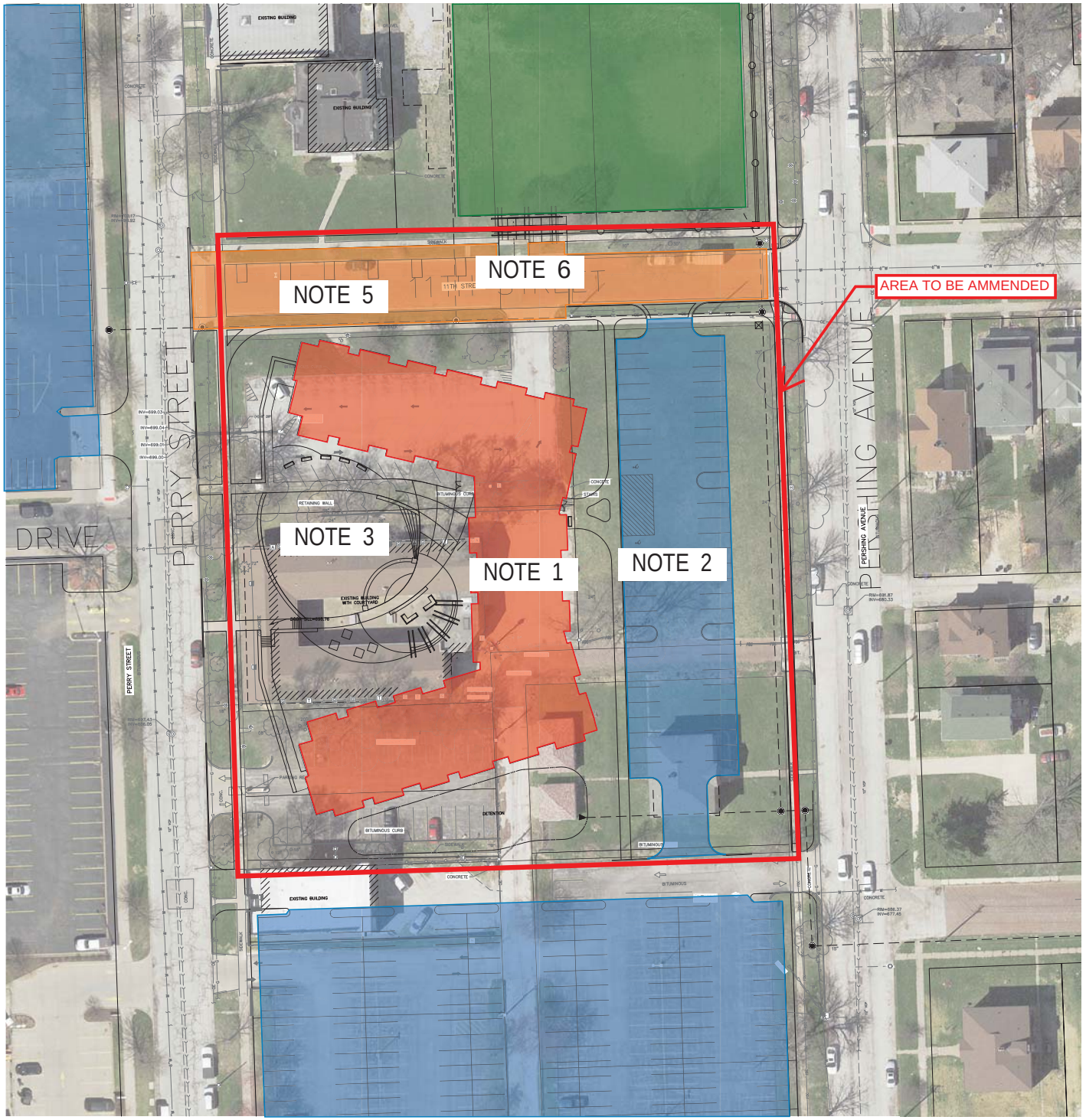

20 10 0 20 40

SCALE: 1" = 20'

NOTES

1) PROPOSED STUDENT HOUSING BUILDING ADDED.
2) PROPOSED PARKING LOT ADDED.
3) PROPOSED COURTYARD FOR STUDENT HOUSING ADDED.
4) PROPOSED DETENTION POND ADDED.
5) 11TH STREET CORRIDOR LAYOUT UPDATED.
6) STORAGE BUILDING AND PATIO ADDED FOR ATHLETIC FIELD.

- PROPOSED SPORTS FIELD
- PROPOSED LANDSCAPE
- PROPOSED STRUCTURE
- PROPOSED PARKING
- PROPOSED ENHANCED CAMPUS CORRIDOR

No.	REVISIONS DESCRIPTION	DATE

IMEG

PALMER PID STUDENT HOUSING AMMENDMENT
DAVENPORT, IOWA

PROPOSED S-IC

IMEG Project No: 19005343.06
File Name: 19005343.06 AMMENDMENT
COPYRIGHT 2021
ALL RIGHTS RESERVED
Field Book No: ####
Drawn By: LKS
Checked By: AEK
Date: 1/4/2021

EX-2

Sheet 2 of 2

Monday, January 4, 2021 1:39:05 PM
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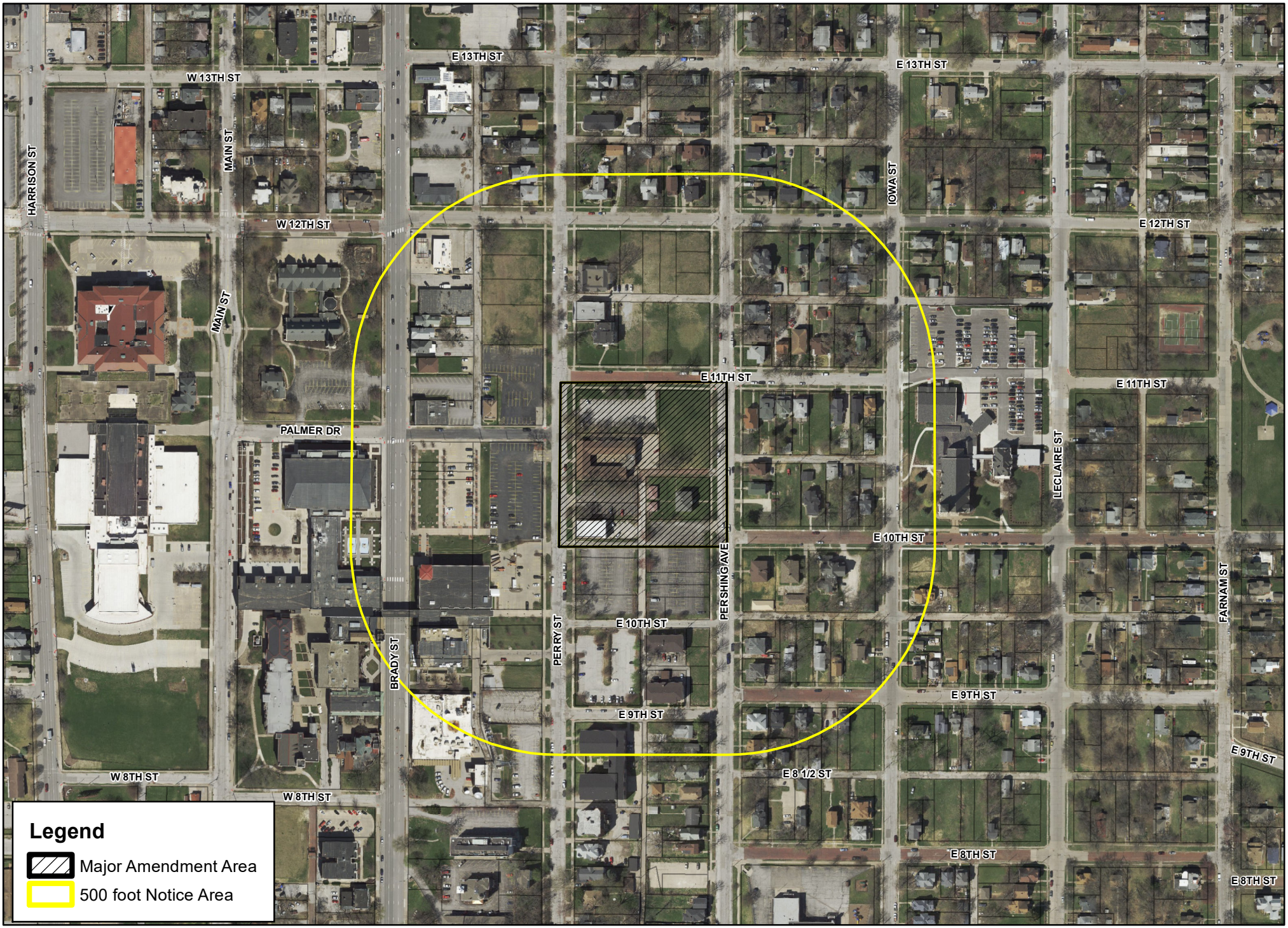
Adjacent Property Owner Notice Area



PALMER
College of Chiropractic

September 23, 2020

Dear Palmer College Neighbor,

Palmer College of Chiropractic is beginning the design process for a new student-apartment building, to be located at the southeast corner of Perry and 11th Streets, in Davenport. The location of this facility is a revision, or amendment, to Palmer's city-approved Institutional Campus District Plan (S-IC).

You're receiving this letter because Palmer College is notifying adjacent neighborhood groups that it's beginning the amendment process to the S-IC, per Davenport City Code. As the design develops, additional details will be shared at neighborhood, Planning and Zoning Committee, and City Council meetings.

If approved, construction is expected to begin in March 2021, with completion expected in March 2022.

If you have questions, please contact: Palmer College Marketing & Communication at marketing@palmer.edu, or 563-884-5662.

Sincerely,

Dennis Marchiori, D.C., Ph.D.
Chancellor and CEO

226 West 4th Street
Davenport, Iowa 52801
(563) 326-7765
Planning@ci.davenport.ia.us

Complete application can be emailed to planning@ci.davenport.ia.us

Property Address*
***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)**
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Owner (if different from Applicant)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Engineer (if applicable)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Architect (if applicable)
Name:
Company
Address:
City/State/Zip:
Phone:
Email:

Attorney (if applicable)
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Application Form Type:

Plan and Zoning Commission
Zoning Map Amendment (Rezoning)
Planned Unit Development
Zoning Ordinance Text Amendment
Right-of-way or Easement Vacation
Voluntary Annexation

Zoning Board of Adjustment
Zoning Appeal
Special Use
Hardship Variance

Design Review Board
Design Approval
Demolition Request in the Downtown
Demolition Request in the Village of East Davenport

Historic Preservation Commission
Certificate of Appropriateness
Landmark Nomination
Demolition Request

Administrative
Administrative Exception
Health Services and Congregate Living Permit

****If the applicant is different from the property owner, please submit an authorization form or an accepted contract for purchase.**

Request:

Existing Zoning:

Proposed Zoning Map Amendment:

Purpose of the Request:

Total Land Area:

Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: Yes No

Submittal Requirements:

- The completed application form.
- Recorded warranty deed or accepted contract for purchase.
- Authorization form, if applicable. If the property is owned by a business entity, please provide Articles of Incorporation.
- A legal description of the request if not easily described on the deed or contract for purchase.
- Required fee:
  Zoning Map Amendment is less than 1 acre - $400.
  Zoning Map Amendment is one acre but less than 10 acres - $750 plus $25/acre.
  Zoning Map Amendment is 10 acres or more - $1,000 plus $25/acre.
  $10.00 per sign; more than one sign may be required depending upon the area of the request.

Formal Procedure:

(1) Application:
- Prior to submission of the application, the applicant shall correspond with Planning staff to discuss the request, potential alternatives and the process.
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

(2) Plan and Zoning Commission public hearing:
- The City shall post notification sign(s) in advance of the public hearing. A minimum of one sign shall be required to face each public street if the property has frontage on that street. It is Planning staff's discretion to require the posting of additional signs. The purpose of the notification sign(s) is to make the public aware of the request.
- The applicant shall make a presentation regarding the request at a neighborhood meeting. The purpose of meeting is to offer an opportunity for both applicant and neighboring residents/property owners to share ideas, offer suggestions, and air concerns in advance of the formal public hearing process. Planning staff will coordinate meeting date, time, and location and send notices to surrounding property owners.
- The Plan and Zoning Commission will hold a public hearing on the request. Planning staff will send notices to surrounding property owners.

(3) Plan and Zoning Commission's consideration of the request:
- Planning staff will perform a technical review of the request and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will vote to provide its recommendation to the City Council.
- If the Plan and Zoning Commission recommends denial, the request may only be approved by a favorable 3/4 vote of the City Council.

Formal Procedure (continued):

(4) City Council's consideration of the request:

- The Committee of the Whole (COW) will hold a public hearing on the request. Planning staff will send a public hearing notice to surrounding property owners.
- If property owners representing 20% or more of the area within 200 feet of the exterior boundaries of the request submit a written protest, the request may only be approved by a favorable 3/4 vote of the City Council. For the purpose of the 20% protest rate, formal protests will be accepted until the public hearing is closed.
- The City Council will vote on the request. For a zoning map amendment to be approved three readings of the Ordinance are required; one reading at each Council Meeting. In order for the Ordinance to be valid it must be published. This generally occurs prior to the next City Council meeting.

Applicant: Date:

By typing your name, you acknowledge and agree to the aforementioned submittal requirements and formal procedure and that you must be present at scheduled meetings.

Received by: Date:

Planning staff

Date of the Public Hearing:

Meetings are held in City Hall Council Chambers located at 226 West 4th Street, Davenport, Iowa.

Authorization to Act as Applicant

I,
authorize
to act as applicant, representing me/us before the Plan and Zoning Commission and City Council.

_____

_____
Signature(s)

State of ,
County of .
Sworn and subscribed to before me

This day of 20 _____
Form of Identification

_____
Notary Public

My Commission Expires:

2020 DEVELOPOMENT CALENDAR

CITY PLAN & ZONING COMMISSION SCHEDULE				CITY COUNCIL SCHEDULE		
REZONING & ROW VACATION SUBMITTAL DEADLINE	*SUBDIVISION & DEV. PLAN* SUBMITTAL DEADLINE	PLAN & ZONING PUBLIC HEARING (Preview for plats/plans)	PLAN & ZONING COMMISION MEETING	COUNCIL ITEMS SUBMITTAL DEADLINE	COMMITTEE OF THE WHOLE (PUBLIC HEARING)	CITY COUNCIL MEETING
12:00 PM - Monday	12:00 PM - Monday	5:00 PM - Tuesday	5:00 PM - Tuesday	12:00PM - Friday	5:30 PM - Wednesday	5:30 PM - Wednesday
11/19/19	12/02/19	12/10/19	12/24/19	12/27/19	01/08/20	01/15/20
12/02/19	12/16/19	12/24/19	01/07/20	01/10/20	01/22/20	01/29/20
12/17/19	**12/28/19**	01/07/20	01/21/20	01/24/20	02/05/20	02/12/20
12/27/19	01/13/20	01/21/20	02/04/20	02/07/20	02/19/20	02/26/20
01/13/20	01/27/20	02/04/20	02/18/20	02/21/20	03/04/20	03/11/20
01/27/20	02/10/20	02/18/20	03/03/20	03/06/20	03/18/20	03/25/20
02/10/20	02/24/20	03/03/20	03/17/20	03/20/20	04/01/20	04/08/20
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03/30/20	04/13/20	04/21/20	05/05/20	05/08/20	05/20/20	05/27/20
04/13/20	04/27/20	05/05/20	05/19/20	05/22/20	06/03/20	06/10/20
04/27/20	05/11/20	05/19/20	06/02/20	06/05/20	06/17/20	06/24/20
05/11/20	**05/22/20**	06/02/20	06/16/20	06/19/20	07/01/20	07/08/20
05/22/20	06/08/20	06/16/20	06/30/20	07/03/20	07/15/20	07/22/20
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07/13/20	07/27/20	08/04/20	08/18/20	08/21/20	09/02/20	09/09/20
07/27/20	08/10/20	08/18/20	09/01/20	09/04/20	09/16/20	09/23/20
08/10/20	08/24/20	09/01/20	09/22/20	09/25/20	10/07/20	10/14/20
08/31/20	09/14/20	09/22/20	10/06/20	10/09/20	10/21/20	10/28/20
09/14/20	09/28/20	10/06/20	10/20/20	10/22/20	11/04/20	11/10/20
09/28/20	10/12/20	10/20/20	11/03/20	11/05/20	11/18/20	**11/24/20**
10/12/20	10/26/20	11/03/20	11/17/20	11/20/20	12/02/20	12/09/20
10/26/20	11/09/20	11/17/20	12/01/20	**cancelled due to holiday**		
11/09/20	11/23/20	12/01/20	12/15/20	12/11/20	12/30/20	01/06/21
11/23/20	12/07/20	12/15/20	12/29/20	12/23/20	01/13/21	01/20/21
12/07/20	12/21/20	12/29/20	01/05/21	01/08/21	01/27/21	02/03/21
12/14/20	12/28/20	01/05/21	01/26/21	01/22/21	02/10/21	02/17/21

- **SUBMISSION & MEETING DATES MAY BE CHANGED DUE TO HOLIDAY MARKED IN RED**
- **ORDINANCES REQUIRE THREE CONSIDERATIONS BEFORE CITY COUNCIL**
- **DATES SUBJECT TO CGHHANE DUE TO HOLIDAYS MARKED IN RED**
- **DELAYS MAY OCCUR UPON THE PETITION REACHING THE CITY COUNCIL'S AGENDA**

PALMER COLLEGE OF CHIROPRACTIC
December 14, 2020 #19001956.03
SPECIAL PURPOSE DISTRICT/INSTITUTIONAL CAMPUS (S/IC) AMENDMENT

NARRATIVE

Narrative of intent and compatibility with surrounding area.

a. Description of overall architectural and/or urban design theme:

- **Palmer College of Chiropractic has evolved to meet the needs of its students and faculty as it has grown over the past 100 years; however, the architectural theme has remained constant. Buildings and houses of brick and stone dominate the campus, with more metal and glass introduced into recent projects. All have an urban "academic" design style with 2 to 4 floors of space. The campus plan and interaction with the neighborhood has also evolved aligning the core of academic spaces with Brady Street and residential buildings/parking at the perimeter. The proposed Master Plan strengthens the campus edge through expanded greenspace and landscaping at perimeter streets, buildings, and parking lots.**

b. Total number of existing and proposed users and employees of the facility:

- **Palmer's current enrollment on at their Davenport Campus is approximately 1,000 students supported by 250 faculty and staff. 150 students currently live on campus. The proposed 10-year plan allows for an accommodation of up to 1,500 students with 400 living on campus.**

c. Description of existing and proposed conditions of development along the outer boundaries of the planned institutional district and its relationship with the surrounding area. Standards must be established to permit a compatible transition from the institutional use to the surrounding area. Standards include, but are not limited to building height and form, exterior lighting, landscaping, etc.

- **The Master Plan goals are to "create sensitive and mutually beneficial transitions between campus and the adjacent properties." The proposed Campus Master Plan created by RDG Planning & Design is to create connection and comfort establishing a campus presence with the surrounding area. New buildings are minimal (residential only) and adding enhanced lighting, fencing, and landscaping will enhance this design concept.**

d. Description of existing and proposed methods of communication between the institution and the community, including a method of resolution of community concerns:

- **Palmer College has been actively involved with Hilltop Campus Village since its inception, as well as in communication with Davenport Community Schools and adjacent businesses regarding any campus activities and improvements that impact the surrounding neighborhood. Although there are no known active residential groups, Palmer proposes to open a line of communication with the neighbors similar to their relationships with surrounding businesses. Palmer will schedule annual meetings with the neighborhood stake holders and residents to present and discuss campus planning and schedule, as well as neighbor concerns.**

e. Description of any existing and proposed impacts of development and the surrounding area and how these impacts should be mitigated. This description shall include property outside the boundaries of the planned institutional district and their interaction with the surrounding area. Impacts include, but are not limited to lighting, noise, parking, etc.

- **The developments proposed in Palmer's Master Plan are primarily defining and softening their campus edge through expanding green space and landscaping. Proposed buildings will be designed to respect and complement the existing architectural theme on campus.**

f. Description of existing and proposed relationship of institutional transportation system (auto, bus, bicycle, pedestrian) to the external street network. A description of specific programs to reduce traffic impacts and to encourage the use of public transit, carpooling, bicycling and pedestrian.

- **The urban nature of this campus is reinforced by student living. 15% of Palmer's students live on campus and another 30% to 40% live in rented neighborhood and downtown houses and apartments. The Master Plan proposes and additional 130 beds in new student housing. These students all walk to campus. Other students and faculty are encouraged to use public transportation and/or car-pooling for other daily trips to campus. The greening of Brady Street proposed in the Master Plan provides more opportunity for bus access in proximity to campus buildings.**

City of Davenport

Department: Community Development Committee **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **2/17/2021**

Subject:
Public Hearing for Case ROW20-02 being the request of Palmer College of Chiropractic for the vacation of the public right-of-way known as East 11th Street between Perry Street and Pershing Avenue and a portion of an alley in Block 89 of LeClaire's 8th Addition. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
As part of Palmer College of Chiropractic's Campus Master Plan, East 11th Street between Perry Street and Pershing Avenue and a portion of the alley on Block 89 of LeClaire's 8th Addition were planned for future right-of-way vacation. Palmer is formally requesting to vacate these sections of right-of-way to move forward with planned development.

Palmer was rezoned in 2018 to Planned Institutional District (now called S-IC Institutional Campus), with Ordinance 2018-107.Two conditions were specific to the right-of-way:

Condition 3: That Palmer College of Chiropractic formally requests the vacation/abandonment of the public streets and alleys depicted on the Land Use Plan

Condition 4: In the event that East 11th Street between Perry Street and Pershing Avenue is vacated and conveyed to Palmer, that a pedestrian walkway be constructed from Perry Street to Pershing Avenue in the general location of East 11th Street utilizing existing bricks from the roadway surface and that historical markers be located at its intersection with Perry Street and Pershing Avenue.

The legal descriptions of the proposed vacations are attached. The land area to be vacated are as follows:

- 11th Street between Pershing and Perry: 19,545 square feet, more or less.
- Alley in Block 89 of LeClaire's 8th Addition: 5,604 square feet, more or less.

The Plan & Zoning Commission reviewed Case ROW20-02 at its February 2, 2021 meeting and have recommended approval (9-0) with the following conditions:

1. A utility easement be dedicated for the preservation and maintenance of public utilities within the East 11th Street right-of-way.
2. An ingress/egress easement be provided from the alley to Pershing Avenue.

Approval of the 11th Street vacation will remove the street from the list of Historic Brick Street inventory. The staff report has been attached with a full analysis.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

Backup Material	Staff Report
Backup Material	Notice Area Map
Backup Material	HPC meeting minutes
Backup Material	Ordinance 2018-107

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berkley, Laura	Approved	2/12/2021 - 8:11 AM

ORDINANCE NO.

ORDINANCE for Case No. ORD20-02 being the request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing [Ward 3].

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:
Section 1. The Land Use Plan adopted in association of Ordinance No. 2018-107 is amended to allow a student housing building as shown as "F" in the attached Campus Master Plan.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

_____
Mike Matson
Mayor

Attest: _____
Brian Krup
Deputy City Clerk

Published in the *Quad City Times* on _____

PALMER
College of Chiropractic

Landscape & Site :

As part of the 2015 Master Plan update and this PID, Palmer College has established a new campus aesthetic for the campus exterior spaces. This aesthetic can be seen in the currently under construction of the North Campus Site Improvements. With this project, campus standards have been established for the following site features for future campus site improvements identified in the 2015 Master Plan update and this PID.

HARDSCAPE

Hardscape pavement will primarily consist of Portland Cement Concrete (PCC) and with concrete pavers at key areas around campus.

LIGHTING

Campus lighting will comprise of a mix of pedestrian poles lights, bollard lights and accent lighting and tree up-lighting. Lighting will be designed first with safety in mind, with an emphasis on the aesthetic and energy conversation.

PARKING

Parking areas will be designed to provide safe and organized parking for students, patients, employees and visitors. Parking lots will be constructed of either PCC pavement or asphalt. Lots will have a PCC curb and gutter and will adhere to city standards for setback and screening.

LANDSCAPE

Campus landscape improvements will include quality trees, shrubs, perennials and groundcovers. Irrigation will be provided for most areas, but the plantings should also be designed to be drought tolerance in mind. Other landscape features include benches, trash receptacles, tables and chairs. The North Campus Site Improvements have established the primary campus aesthetic for there elements.

CAMPUS EDGE & SCREENING

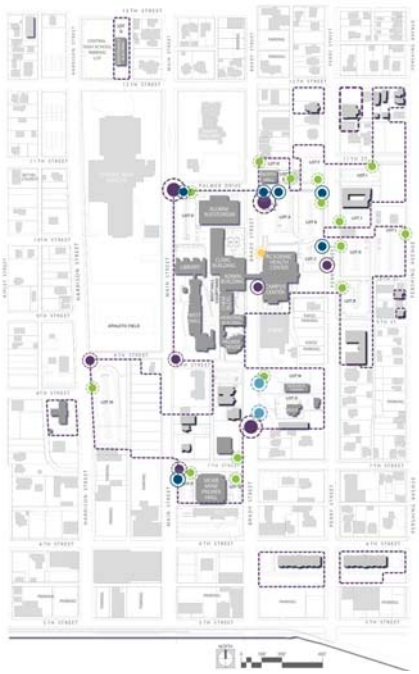
As shown on page MP-3, Palmer intends to include an enhanced campus edge that will comprise of ornamental fence with masonry piers at the corners and periodically along the fence line. Shade trees and a mix of deciduous and evergreen shrubs will provide screening of the parking lots and other service type areas around campus.

Gateways & Wayfinding :

As part of the 2015 Master Plan update, campus Gateways & Wayfinding sign locations were preliminarily identified. As the campus master plan is moved ahead, some of the proposed locations may need to be revisited. A series of campus gateways are planned to help establish the campus edge, welcome visitors to campus and improve campus visibility to those traveling through the area. Wayfinding signs have been added over the past few years and future signs will utilize the same design as new wayfinding locations are identified.

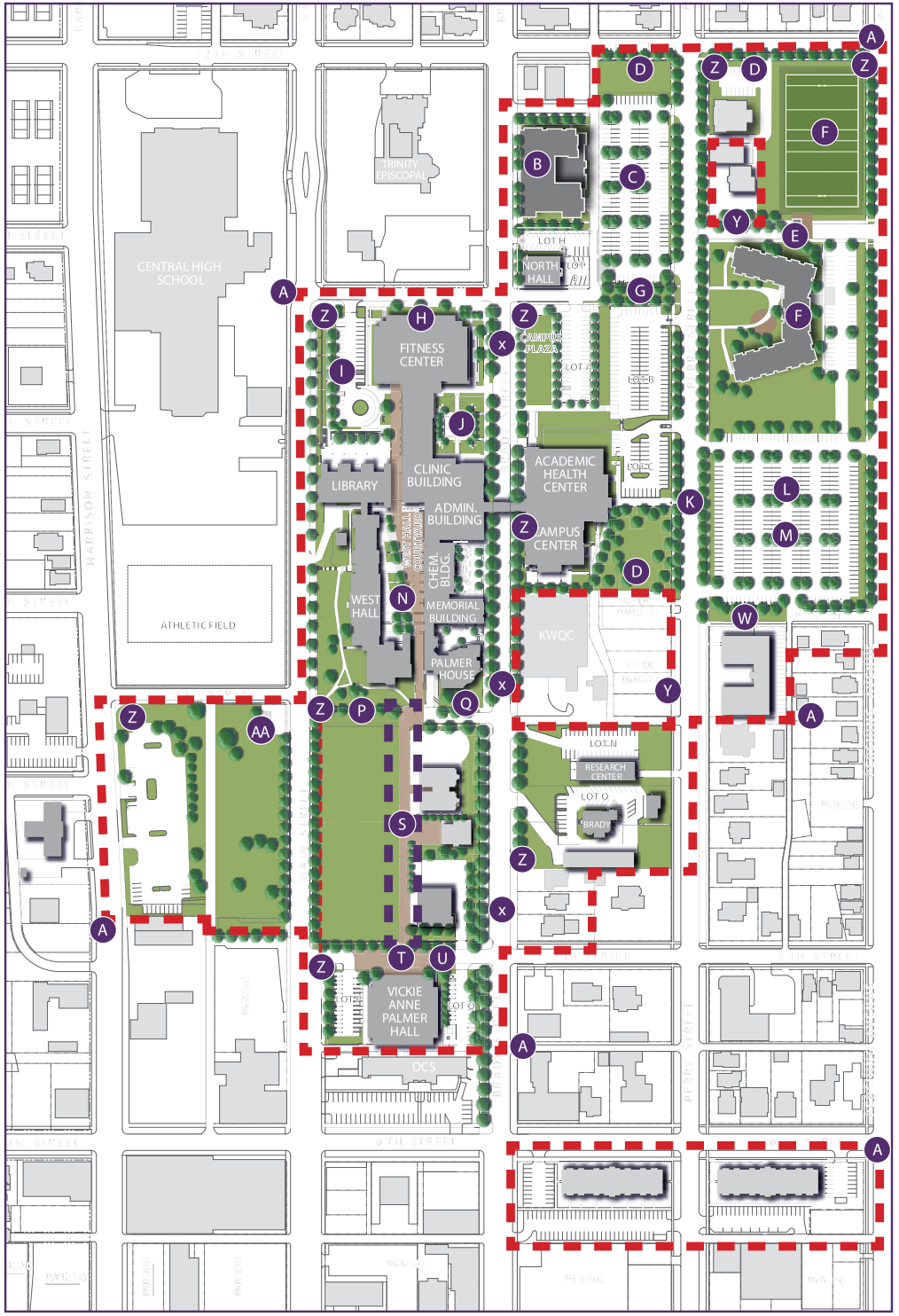
LEGEND

- Primary Gateway Feature
- Secondary Gateway Feature
- Existing Gateway Sign
- Existing Wayfinding Sign
- Existing Wayfinding Sign - to be repositioned or integrated into site improvements
- Future Wayfinding Signs (to be installed spring 2015)
- Future Parking Lot Signs (to be installed spring 2015)
- Future Promotional/ Digital Sign (to be installed spring 2015)



MASTER PLAN KEYNOTES

- A PROPOSED P.I.D. BOUNDARY
- B NEW MIXED USE DEVELOPMENT
- C NEW PARKING - P1
- D NEW GREEN SPACE
- E CONVERT 11TH ST TO PEDESTRIAN WALKWAY/ FIRE ACCESS
- F NEW STUDENT HOUSING
- G CLOSE EAST HALF OF PALMER DRIVE
- H NEW FITNESS CENTER
- I NEW CAMPUS GATEWAY & PARKING
- J RENOVATED CLINIC GARDENS
- K ENHANCED PEDESTRIAN CROSSING
- L CLOSE 10TH STREET
- M NEW PARKING - P2
- N RENOVATED WEST HALL COURTYARD
- O NOT APPLICABLE
- P PARTIALLY CLOSE 8TH STREET
- Q MAINTAIN ACCESS FOR SERVICE
- R NOT APPLICABLE
- S EXISTING ALLEY IMPROVEMENTS
- T NEW VICKIE ANNE PALMER HALL PLAZA
- U PARTIALLY CLOSE 7TH STREET
- V NOT APPLICABLE
- W PARTIALLY CLOSE 9TH STREET
- X BRADY STREETSCAPE ENHANCEMENTS
- Y EXCLUDED FROM PID BOUNDARY
- Z CAMPUS GATEWAY SIGN
- AA EXISTING VACANT SERVICE STATION
- BB NOT APPLICABLE



0 80' 160' NORTH

REVISIONS		
No.	DESCRIPTION	DATE

PALMER PLANNED INSTITUTIONAL DISTRICT
DAVENPORT, IOWA

CAMPUS MASTER PLAN

RDG Project #: R3001.734.00
File Name: [MEO CAD BOARDER (001).dwg]
© COPYRIGHT -- ALL RIGHTS RESERVED
Drawn By: JMA
Checked By: JMA
DATE: 12/15/2020

MP-1

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City of Davenport
Plan & Zoning Commission

Case ROW20-02: Being the request of Palmer College of Chiropractic for the vacation of public right-of-way known as East 11th Street between Perry Street and Pershing Avenue and a portion of alley in Blocks 89 of LeClaire's 8th Addition. [Ward 3]

Introduction:

As part of Palmer College of Chiropractic's Campus Master Plan, East 11th Street between Perry Street and Pershing Avenue and the alley on Blocks 89 of LeClaire's 8th Addition were planned for future right-of-way vacation. Palmer is formally requesting to vacate these sections of right-of-way to move forward with planned development.

Palmer was rezoned in 2018 to Planned Institutional District (now called S-IC Institutional Campus), with Ordinance 2018-107.Two conditions were specific to the right-of-way:

> Condition 3: That Palmer College of Chiropractic formally requests the vacation/abandonment of the public streets and alleys depicted on the Land Use Plan
>
> Condition 4: In the event that East 11th Street between Perry Street and Pershing Avenue is vacated and conveyed to Palmer, that a pedestrian walkway be constructed from Perry Street to Pershing Avenue in the general location of East 11th Street utilizing existing bricks from the roadway surface and that historical markers be located at its intersection with Perry Street and Pershing Avenue.

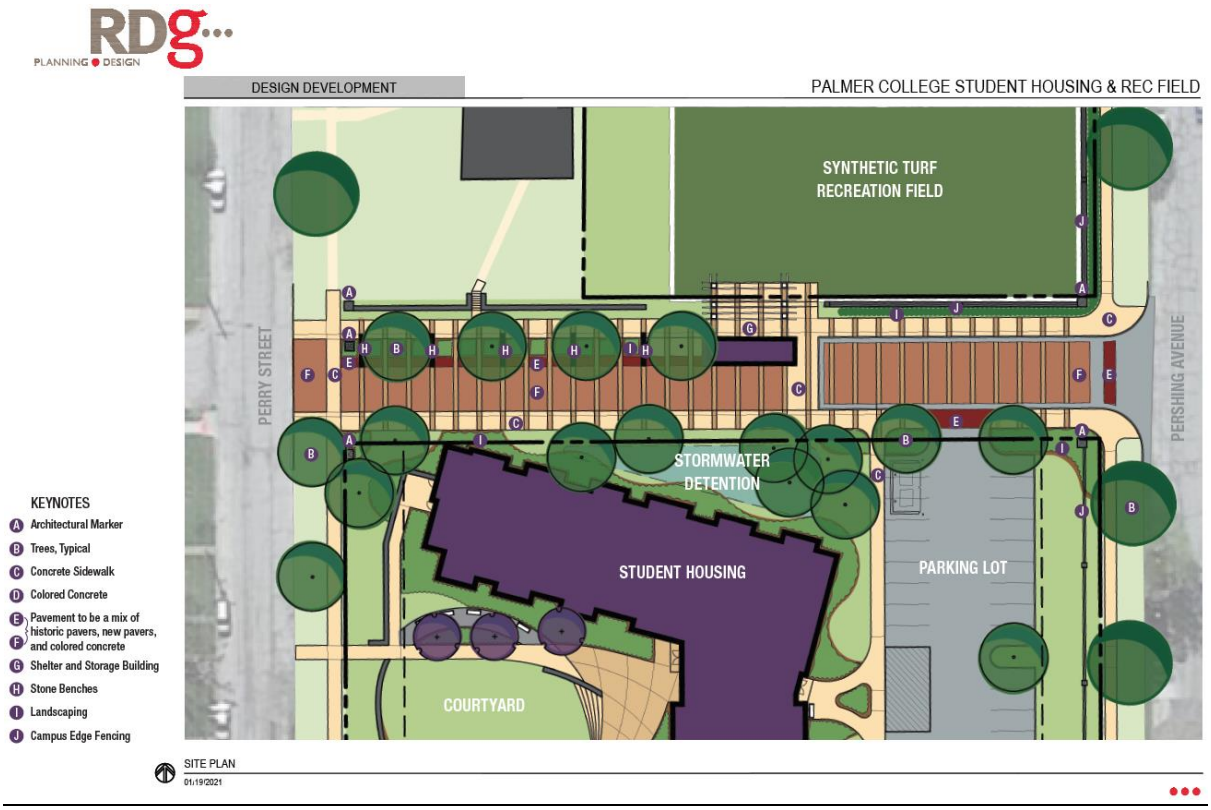
The legal descriptions of the proposed vacations are attached. The land area to be vacated are as follows:

- 11th Street between Pershing and Perry: 19,545 square feet, more or less.
- Alley in Block 89 of LeClaire's 8th Addition: 5,604 square feet, more or less.

The Petitioner has proposed ingress/egress easement from the alleys to the street to ensure adjacent properties will be able to maintain two-points of access off of the existing street network. These would be formalized as part of a subdivision.

E 12th St
E 12th St
N Perry St
Pershing Ave
E 11th St
E 11th St
E 11th St
INGRESS/EGRESS
EASEMENTS
Palmer Dr
N Perry St
N Perry St
E 10th St
Pershing Ave
E 10th St

The petitioner also intends to comply with the existing condition for the vacation of East 11th Street. A concept plan has been provided.



Analysis:

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Zoning:

The adjacent properties are zoned S-IC Institutional Campus District and R-MF Residential Multi-Family District.

Technical Review:

Streets. East 11th Street is improved with roadways and sidewalks. Street is currently listed on the protected historic brick street inventory. The Historic Preservation Commission reviews the removal of historic brick streets. The Commission recommended a conditional approval of the removal of East 11th Street between Perry Street and Pershing Avenue at its August 8, 2017. Those conditions were incorporated into the rezoning conditions of the Planned Institutional District.

Storm Water. There is no existing stormwater infrastructure within the alleys or E 11th Street rights-of-way.

Sanitary Sewer. No sanitary sewer service is located within the rights-of-way.

Other Utilities. A water main is located parallel to East 11th Street and a utility easement will be required. Electric service is located within the alley in Block 89; however the utility is able to remove their infrastructure and still service their customers and the proposed student housing.

Emergency Services. East 11th Street will serve as a fire access point for the proposed student housing. All other affected properties are adjacent to other rights-of-way and would not affect Emergency services.

Parks/Open Space. This request does not impact any existing or planned parks or public open spaces. East 11th Street will serve as a pedestrian corridor with the Palmer campus to implement the Campus Master Plan's goal of connectivity throughout the campus.

Public Input:
Public Hearing notices were sent concurrently with Case ORD20-02, which is Palmer's request for a modification to the Campus Master Plan to allow for student housing. Property owners within 200 feet of the proposed right-of-way vacation in advance of the January 19, 2021 Plan and Zoning Commission Public Hearing. No one spoke other than the applicant at the public hearing. To date, staff has not received any written objections to the request.

Staff Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings for the East 11th Street and the alley in Block 89 of LeClaire's 8th Addition in Case ROW20-02 to the City Council with a recommendation for approval subject to the listed condition.

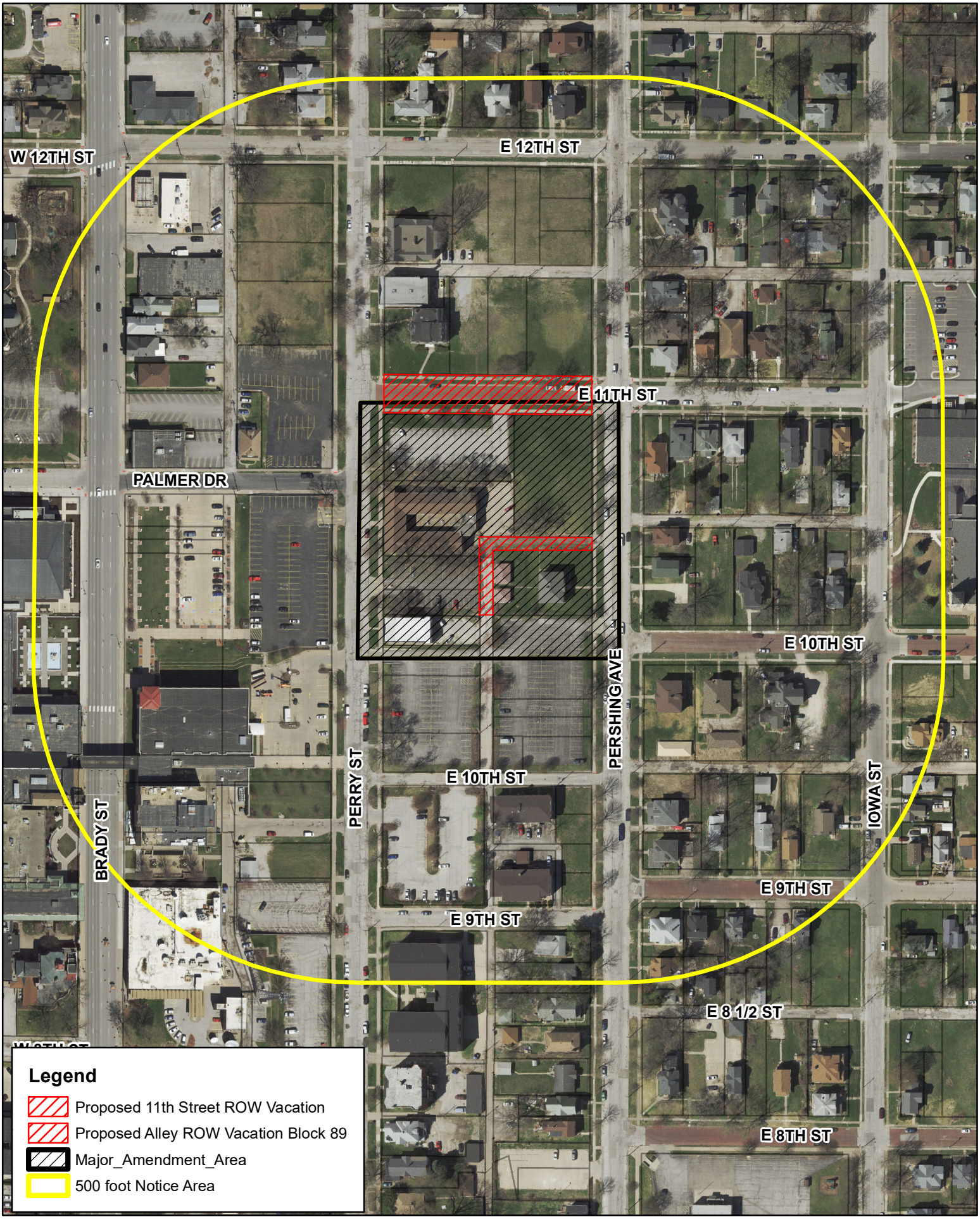
Findings:

1. The proposed right of way vacation would not impact adjacent property owners with the proposed ingress/egress easement; and
2. A utility easement would preserve the rights for utility providers maintaining utilities within the East 11th Street right-of-way.

Conditions:

1. A utility easement be dedicated for the preservation and maintenance of public utilities within the East 11th Street right-of-way.
2. An ingress/egress easement be provided from the alley to Pershing Avenue.

Case ROW20-02
Adjacent Property Owner Notice Area



HISTORIC PRESERVATION COMMISSION
Meeting Minutes

Tuesday, August 8, 2017 at 5:00 p.m.
Council Chambers
226 West 4th Street
City of Davenport, Iowa

I. Call to Order

Chairman Frueh called the meeting to order at approximately 5:00 p.m. with the following Commissioners present: Joseph Wonio, Kathleen Curoe and Robert McGivern.

Staff Present: Ryan Rusnak, Planner III

II. Commission Secretary's Report

Consideration of the July 11, 2017 regular meeting minutes.

Motion by Curio, second by Wonio to approve the July 11, 2017 regular meeting minutes.

Motion to approve was unanimous by voice vote (4-0).

III. Communications

There was none.

IV. Old Business

1. Removal of East 11th Street between Pershing Street and Perry Street from the list of maintained brick streets. Palmer College of Chiropractic, petitioner.

Aaron Christopher stated that they submitted a revised plan, which was to construct a pedestrian path in the general location of East 11th Street utilizing the bricks from East 11th Street. He also stated that they would erect historical markers commemorating the East 11th Street brick street at the path's intersection with Perry Street and Pershing Avenue. He stated that Palmer agrees to make the approval contingent upon its rezoning request to Planned Institutional District.

Rusnak stated that staff supports the request.

Motion by McGivern, second by Wonio to recommend removal of East 11th Street between Pershing Street and Perry Street from the list of maintained brick streets subject to the following conditions:

1. That the removal be contingent up the approval of Palmer College of Chiropractic's Planned Institutional District rezoning request;
2. That the path be made from bricks from the existing East 11th Street; and
3. That historical markers be erected in the location where the path intersections Perry Street and Pershing Street.

Motion to recommend approval was unanimous by roll call vote (4-0).

V. New Business

1. Case No: COA17-12: Certificate of Appropriateness to remove and replace loose damaged stucco at 627 Ripley Street. Louis P. and Clara L. (Krause) Best House is located in the Local Historic Hamburg District. David Cordes, petitioner.

Rusnak stated that staff recommends approval of COA17-12 as presented.

Cordes summarized the request and presented a brief history of building material and changes that have occurred its history.

Motion by McGivern, second by Wonio to approve COA17-12 in accordance with the work write up.

Motion to approve was unanimous by roll call vote (4-0).

VI. Other Business

1. Election of Vice-Chairperson.

Motion by Curoe, second by Wonio to nominate Robert McGivern as Vice-Chairperson.

Motion to approve was unanimous by roll call vote (4-0).

VII. Open Forum for Comment

No one from the audience spoke.

VIII. Adjournment

The meeting adjourned at 5:45 pm.

ORDINANCE NO. 2018-107

ORDINANCE for Case No. ROW17-08: Request of Palmer College of Chiropractic to rezone 37.63 acres, more or less, of property generally located between Harrison Street and Pershing Avenue and between East 12th and 5th Streets from: "R-4" Moderate Density Dwelling District, "R-6M" High Density Dwelling District, "C-1" Neighborhood Commercial District, "C-2" General Commercial District, "C-4" Central Business District and "M-1" Light Industrial District to "PID" Planned Institutional District [3rd Ward]

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:
Section 1. The following described property in Scott County, Iowa real estate is hereby rezoned from: "R-4" Moderate Density Dwelling District, "R-6M" High Density Dwelling District, "C-1" Neighborhood Commercial District, "C-2" General Commercial District, "C-4" Central Business District and "M-1" Light Industrial District to "PID" Planned Institutional District:

Part of the Northwest Quarter of Section 25, Township 78 North, Range 3 East and the Northeast and Southeast Quarter Section 26, Township 28 North, Range 3 East of the 5th Principal Meridian, Scott County, Iowa, more particularly described as follows:

Beginning at the intersection of the centerlines of Main Street and Palmer Drive; thence east along said centerline of Palmer Drive to the centerline of Brady Street; thence North along said centerline of said Brady Street to the south property line of 1139 Brady Street extended westerly to the centerline of Main Street; thence East along said south property line and its extensions westerly and easterly to the centerline of a public alley; thence North along said centerline of said public alley to the centerline of East 12th Street; thence East along said centerline of East 12 Street to the centerline of Pershing Avenue; thence South along said centerline of Pershing Avenue to the south property line of 826 Pershing Avenue extended easterly to the centerline of Pershing Avenue; thence West along said south property line and its extensions easterly and westerly to the centerline of a public alley; thence South along said centerline of a public alley to the south property line of 809 Perry Street extended easterly; thence West along said south property line to the southwest corner of 809 Perry Street; thence north to the south line of 809 Perry Street; thence west along the south line of 809 Perry Street and its extension westerly to the centerline of Perry Street; thence South along said centerline of Perry Street to the north property line of 702 Perry Street extended easterly to the centerline of Perry Street; thence west along said north property line and its easterly extension to the west property line of 702 Perry Street; thence south along said west property line of 702 Perry Street and its southerly extension to the centerline of East 7th Street; thence West along said centerline of East 7th Street to the

centerline of Brady Street; thence South along said centerline of Brady Street to the centerline of a public alley extended easterly to centerline of Brady Street; thence West along said centerline of a public alley and its westerly extension to the centerline of Main Street; thence North along said centerline of Main Street to the north property line of 614 Main Street (Devries Halligan McCabe Funeral Home) extended easterly to the centerline of Main Street; thence west along said north property line and its extensions easterly and westerly to the centerline of a public alley; thence North along said centerline of a public alley to the north property line of 703 Harrison Street extended easterly to the centerline of a public alley; thence West along said north property line and its extensions easterly and westerly to the centerline of Harrison Street; thence North along said centerline of Harrison Street to the centerline of West 8th Street extended westerly to centerline of Harrison Street; thence East along said centerline of West 8th Street to the centerline of Main Street; thence North along said centerline of Main Street to the Point of Beginning.

Properties excluded from the above described PID boundary are as follows: 805 Brady Street, 1111 Perry Street, and 208 East 11th Street.

Four additional properties included in the PID boundary but not attached to the above described boundary are described as follows:

Beginning at the intersection of the centerlines of Brady Street and East 6th Street; thence east along the centerline of East 6th Street to the centerline of Pershing Avenue; thence south along said centerline of Pershing Avenue to the centerline of a public alley extended easterly to the centerline of Pershing Avenue; thence west along said centerline of a public alley and its extensions easterly and westerly to the west right of way line of Perry Street; thence south along said west right of way line to the south line of 520 Perry Street; thence west along said south line and its westerly extension to the centerline of Brady Street; thence north along said centerline of Brady Street to the Point of Beginning.

The boundaries of the legal descriptions contain 48.58 acres, more or less.

Section 2. The following conditions are hereby imposed upon said rezoning:

1. That any property rendered non-conforming by the adoption of the "PID" Planned Intuitional District not be subject to Section 17.46.020 entitled Discontinuance-Conformance required;
2. That the buildings achieve consistency with the required 25 foot front yard setback if a "PID" Planned Institutional District ordinance amendment is not adopted to allow setback reductions as depicted on the adopted Land Use Plan;
3. That Palmer College of Chiropractic formally requests the vacation/abandonment of the public streets and alleys depicted on the Land Use Plan as private use by Palmer College of Chiropractic. These areas on the Land Use are descriptive only with respect to the future use of the property and does not compel approval of any vacation/abandonment request; and
4. In the event that East 11th Street between Perry Street and Pershing Avenue is vacated and conveyed to Palmer College of Chiropractic, a pedestrian walkway be constructed from Perry Street to Pershing Avenue in the general location of East 11th Street utilizing existing bricks from the roadway surface and that historical markers be located at its intersection with Perry Street and Pershing Avenue. The cost of removing the roadway

material, curbs and sidewalks and the installation of the pedestrian walkway and historical markers shall be the expense of Palmer College of Chiropractic.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration February 28, 2018

Second Consideration March 14, 2018

Approved March 28, 2018

Frank Klipsch
Mayor

Attest:
Jackie Holecek, MMC
Deputy City Clerk

Published in the *Quad City Times* on April 10, 2018

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **2/17/2021**

Subject:
Public Hearing for Case REZ20-09 being the request of S.J. Russell, L.C. on behalf of the Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. [Ward 6]

THE PROTEST RATE IS OVER 20%. 8 VOTES REQUIRED FOR PASSAGE.

Recommendation:
Hold the Hearing.

Background:
The purpose of the rezoning is to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development. The Plan and Zoning Commission considered Case REZ20-09 at its February 2, 2021 meeting and voted to forward the request to City Council with a recommendation for approval.

The Commission vote was 7 yes, 0 no, and 2 abstention. The protest rate is 32.4%.

Findings:
1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial (RC) along the 53rd Street corridor and Residential General (RG) on the southern portion of the site.
2. The proposed C-2 Corridor Commercial District is compatible with the zoning of nearby property on 53rd Street. However, the proposed R-MF Multi-Family Residential District creates a higher density than the surrounding neighborhoods, which are zoned R-3 Single-Family and Two-Family Residential District. Therefore, conditions requiring enhanced landscaping buffers and a reduction in the maximum building height are needed to mitigate potential impacts between land uses.
3. Special consideration must be given to the increased density the proposed rezoning petition. A traffic study is required to address increased traffic demand on the major arterial roadway and local streets. Requiring a traffic signal on 53rd Street and a public north-south road through the development site will aid in mitigating traffic and emergency response concerns.
4. Rezoning the property to C-2 Corridor Commercial District and R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:
1. The City Council is requested to pass a resolution amending the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map.
2. A traffic study is required and additional traffic safety measures may be required as development occurs.
3. A north-south public street shall be required to connect Lakeview Parkway to Eastbury

Estates Drive.

4. A traffic signal shall to be required at the intersection of Lakeview Parkway and East 53rd Street.
5. A second ingress/egress point to East 53rd Street shall be required.
6. Street connections to East 51st Street and Hawk Drive shall be prohibited.
7. The multi-purpose trail shall be extended to the west property line.
8. A 20-foot setback on the eastern and western-most property lines in the C-2 zoning district shall be required where abutting commercial zoning districts.
9. A 30-foot buffer shall be required on the eastern, western and southern-most property lines of the subject property where abutting residential districts.
10. The height of structures in the R-MF zoning district shall be no greater than 35 feet.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Backup Material	Zoning Analysis & Backup Material
🗋	Backup Material	Public Comments
🗋	Backup Material	Additional Public Comments

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Werderitch, Matt	Approved	2/9/2021 - 11:55 AM

ORDINANCE NO. 2021-

ORDINANCE for Case REZ20-09: Request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. The purpose of the rezoning is to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development [Ward 6].

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned to "C-2 Corridor Commercial District" and "R-MF Multi-Family Residential District".

Legal Description of the C-2 Corridor Commercial District Portion of Property:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST, OF THE 5TH PRINCIPAL MERIDIAN;

THENCE SOUTH 00°09'16" WEST 50.00 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 TO THE SOUTHERLY RIGHTOF-WAY LINE OF 53RD STREET AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°09'16" WEST 599.44 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9;

THENCE NORTH 90°00'00" WEST 1314.08 FEET ALONG THE SAID LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE WESTERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION;

THENCE NORTH 00°23'41" EAST 590.30 FEET ALONG THE SAID WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET;

THENCE NORTH 90°00’00” EAST 1311.59 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 17.928 ACRES MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION, THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 IS ASSUMED TO BEAR NORTH 90°00’00” EAST).

Legal Description of the R-MF Multi-Family Residential Portion of Property:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST, OF THE 5TH PRINCIPAL MERIDIAN;

THENCE SOUTH 00°09’16” WEST 50.00 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET; THENCE CONTINUING SOUTH 00°09’16” WEST 599.44 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°09’16” WEST 662.27 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 3RD AND 4TH ADDITIONS TO THE NORTHERLY LINE OF O’SELL’S ADDITION;

THENCE NORTH 89°36’03” WEST 1316.85 FEET ALONG THE SAID NORTHERLY LINE OF O’SELL’S ADDITION TO THE WESTERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION;

THENCE NORTH 00°23’41” EAST 662.26 FEET ALONG THE SAID WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET;

THENCE NORTH 90°00’00” EAST 1314.08 FEET ALONG THE SAID LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET TO THE EASTERLY LINE OF

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 20.000 ACRES MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION, THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 IS ASSUMED TO BEAR NORTH 90°00'00" EAST).

Section 2. That the following findings and conditions are hereby imposed upon said rezoning:

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial (RC) along the 53rd Street corridor and Residential General (RG) on the southern portion of the site.
2. The proposed C-2 Corridor Commercial District is compatible with the zoning of nearby property on 53rd Street. However, the proposed R-MF Multi-Family Residential District creates a higher density than the surrounding neighborhoods, which are zoned R-3 Single-Family and Two-Family Residential District. Therefore, conditions requiring enhanced landscaping buffers and a reduction in the maximum building height are needed to mitigate potential impacts between land uses.
3. Special consideration must be given to the increased density the proposed rezoning petition. A traffic study is required to address increased traffic demand on the major arterial roadway and local streets. Requiring a traffic signal on 53rd Street and a public north-south road through the development site will aid in mitigating traffic and emergency response concerns.
4. Rezoning the property to C-2 Corridor Commercial District and R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:

1. The City Council is requested to pass a resolution amending the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map.
2. A traffic study is required and additional traffic safety measures may be required as development occurs.
3. A north-south public street shall be required to connect Lakeview Parkway to Eastbury Estates Drive.
4. A traffic signal shall to be required at the intersection of Lakeview Parkway and East 53rd Street.
5. A second ingress/egress point to East 53rd Street shall be required.
6. Street connections to East 51st Street and Hawk Drive shall be prohibited.
7. The multi-purpose trail shall be extended to the west property line.
8. A 20-foot setback on the eastern and western-most property lines in the C-2 zoning district shall be required where abutting commercial zoning districts.
9. A 30-foot buffer shall be required on the eastern, western and southern-most property lines of the subject property where abutting residential districts.
10. The height of structures in the R-MF zoning district shall be no greater than 35 feet.

Section 3. At its February 2, 2021 meeting, the Plan and Zoning Commission voted to forward the case to the City Council with a recommendation for approval subject to the listed findings and conditions.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

_____
Mike Matson, Mayor

Attest: _____
Brian Krup, Deputy City Clerk

Published in the *Quad City Times* on _____

Zoning Analysis
Development and Neighborhood Services

Subject:
REZ20-09: Request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF
Multi-Family Residential District. The purpose of the rezoning is to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development [Ward 6].

Comprehensive Plan:
Within Existing Urban Service Area: Yes
Within Urban Service Area 2035: Yes

Future Land Use Designations:
The northern 19.86 acre area along East 53rd Street is designated Regional Commercial (RC). The southern 18.06 acre portion of the property is designated as Residential General (RG) in the Davenport +2035 Land Use Plan. The boundary between the two land use designations would need to be amended.

1. **Regional Commercial (RC)** – Are the most intense commercial areas that have service boundaries that extend beyond the City limits of Davenport. Areas designated RC should be located at the intersections of major streets and have good access to interstate and other highways. Typical uses include big box retail and large office complexes; although some residential, service and institutional uses may also be located within RC. Most people will drive or take transit to areas designated RC. However, good pedestrian systems should serve these areas and focus on connectivity from the street, through parking lots and between individual uses. Connectivity to nearby neighborhoods is desirable but less important.
2. **Residential General (RG)** – Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.

Zoning:
The northern portion of the property is currently zoned C-2 Corridor Commercial District. This district is intended to address the commercial corridors that are primarily oriented toward a mix of retail, personal service, and office uses along arterial streets and collector streets adjacent to arterials streets in the City. The C-2 District accommodates auto-oriented development – both individual businesses and retail centers – and mixed-use development, with the intent of improving the pedestrian environment along Davenport's commercial corridors.

The southern half of the site is presently zoned R-4 Single-Family and Two-Family Central Residential Zoning District. This zoning district is intended to accommodate residential neighborhoods in the City of Davenport consisting of single-family and two-family homes in a dense urban development pattern. The R-4 District may also serve as a transitional district between Davenport's single-family and two-family neighborhoods and more intense uses within the City. Limited non-residential uses that are compatible

with the surrounding residential neighborhoods may be permitted in the R-4 District. The maximum building height allowed in R-4 districts is 35 feet.

The applicant is petitioning to rezone the southern portion of the property to R-MF Multi-Family Residential District. This district is intended to accommodate a high-density neighborhood environment characterized by a mixture of housing types including semi-detached dwellings, two-family dwellings, townhomes and multi-family dwellings. Single-family is not allowed in this district.
Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-MF District. The maximum building height allowed in this district is 70 feet. The petitioner has provided a concept plan showing townhomes on the southern portion with the intention of selling as owner occupied. The northern portion of the proposed R-MF would be townhouse-style rental units.

Technical Review:
City Departments reviewed the proposed Zoning Map Amendment Application for compliance with city ordinances and impacts to regional systems. City staff coordinated technical review with planning staff at the City of Bettendorf to ensure continuity between the two municipalities.

Public Input:
Letters were sent to property owners within 200 feet of the proposed request notifying them of the January 7, 2021 Neighborhood Meeting and the January 19, 2021 Plan and Zoning Commission Public Hearing.

Over 40 people attended the meeting to express concern over the proposed commercial and residential development. Discussion was generally related to the following items: impact on property values, opposition of multi-family residential development in favor of single-family homes, building height, buffering between development and the existing neighborhood, traffic on 53rd Street and neighborhood roads, typography and mass grading of the site, wet detention ponds, noise, and light spillover from commercial properties. Comments were generally opposed to the rezoning request.

In addition to the concerns raised at the neighborhood meeting, written comments received after the Plan and Zoning Commission public hearing have highlighted concerns over the capacity of the school district and an increase in crime.

In response to public comments, Dan Dolan Homes has committed to a building height restriction of thirty-five feet, which is consistent with the adjacent residential zoning districts. Both Russell Construction and Dan Dolan Homes have agreed to a minimum thirty foot buffer along the eastern, western, and southern property lines where abutting residential. The overall site plan is being modified to address City and property owner concerns. A revised concept plan has been included in the report, and is subject to change as the petitioner seeks to address additional concerns and incorporate the conditions outlined in staff's recommendation.

Protest Petitions
As of Friday February 12, 2021, staff has received fifty-one protest petitions from adjacent property owners within the 200 foot notification boundary. The percentage of protests impacts City Council action requirements. When the protest rate exceeds the 20% threshold, the rezoning request may only be approved by a favorable ¾ vote of the City Council. The Current protest rate is 32.4%.

Protests are accepted through the public hearing before the City Council. All protest petitions and comment received by the City are included in the staff report packet.

Discussion:
The 37.93 acre lot is currently being used for agriculture. The northern section of the property abuts East 53rd Street, which is a commercial corridor containing a mix of retail, restaurants, and offices. In contrast, the southern portion is surrounded by single-family residential neighborhoods.
The City of Bettendorf borders the eastern boundary of the development site.

In 2011, the property was rezoned as part of a Planned Development District. The Plan and Zoning Commission placed land use restrictions on the site to mitigate potential impacts to the surrounding residential neighborhoods. The development of the property never occurred, but the zoning restrictions have remained on the site. The petitioner is requesting to remove the existing land use and development restrictions from the property, adjust the commercial zoning boundary, and enable multi-family residential development.

The City Council approved Ordinance No. 2011-20 and Ordinance No. 2011-21, which placed the following restrictions on the property:

1. That the proposed uses be limited to professional offices and residential uses.
2. That building height restrictions be reviewed at the site plan phase with lower building height (step down) being located along the perimeter of the development area.
3. That at a minimum, a buffer yard of fifty feet containing an undulated five to six foot berm be established along and within the commercially zoned area and that this buffer yard be developed with the following plantings: three canopy trees, 6 understory trees and 9 shrubs or evergreens/conifers per 100 linear feet. This buffer yard and berm shall be established during construction of any portion of the commercial zoned area.
4. 275 foot building setback line on both the east and west boundaries of the commercial zoning (no buildings allowed in the setback area for both east and west side setbacks other than residential lots on west side (houses to be built on residential lots).
5. A maximum of six buildings in the commercially zoned area.
6. A maximum commercial footprint of 160,000 square feet within the commercially zoned area.
7. A maximum commercial total square feet of 240,000 square feet within the commercial zoned area.
8. A maximum of two story height on the commercial buildings.
9. Any commercial buildings located on the approximate 40% of the PDD area can be no higher than one story above finished grade.
10. That with each site plan, preliminary or final plat provision be made for the dedication of right-of-way for the dedication of right-of-way for: the easterly extension of East 51st Street to Hawk Drive; the northerly extension of Eastbury Estates Drive to East 51st Street; the southerly extension of Lakeview Parkway to East 51st Street; and a northerly connection from East 51st Street to the northerly development site. Review of this connection and any necessary traffic calming measures be done in conjunction with the review and approval of the associated development plan or subdivision platting.
11. That at least 50% of the residential development be single-family detached housing and said detached housing be located abutting the existing single-family development.

Why is a Zoning Map Amendment Required?
The zoning map amendment is required to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development.

Approval Standards for Map Amendments (Chapter 17.14.040)
The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and Zoning Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

a. The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Staff Response: The property is designated Regional Commercial (RC) and Residential General (RG) in the Davenport +2035 Land Use Plan. The modified boundary for Regional Commercial (RC) on the northern portion of the development site is compatible with the surrounding area. 53rd Street has developed as a major commercial corridor in both the City of Davenport and the City of Bettendorf. The applicant is attracting retail, office, service, and institutional development to the property within the C-2 Zoning District, which is consistent with the established character of 53rd Street.

The southern portion of the site will remain Residential General (RG). However, the boundary will be modified to reflect the conceptual site plan. This land use is consistent with the neighborhoods south of 53rd Street and east of Utica Ridge Road. The surrounding neighborhoods are single-family residential to the west, south, and east of the site. The Residential General (RG) land use classification allows for higher density housing along edges and transition areas.

It is staff's opinion that a condition shall be placed on the Zoning Map Amendment requesting City Council to adopt a resolution amending the Regional Commercial (RC) and Residential General (RG) boundaries on the Future Land Use Map to reflect the proposed development.

b. The compatibility with the zoning of nearby property.

Staff Response: The subject property is located on a commercial corridor, spanning both the City of Davenport and the City of Bettendorf. Land uses to the north of 53rd Street include medical and professional offices. The properties directly east comprise a bank, restaurant, and gas station. Developing the northern portion of the site for similar office, retail, and restaurant establishments is compatible with the zoning of nearby property. To reduce potential conflict with adjacent uses, staff recommends a 20-foot setback on the eastern and western-most property lines in the C-2 zoning district where abutting commercial zoning districts.

It is staff's opinion that the proposed amendment to R-MF Multi-Family Residential District is with no restrictions is incompatible with the zoning of nearby property. The existing R-4 Single-Family and Two-Family Residential District serves as a more appropriate transitional zone between the lower density neighborhoods and the more intense commercial uses on the northern portion of the site. To minimize impacts to the homes on Hamilton Court, 49th Court, 49th Street, and Dove Court,

staff recommend a 30-foot buffer along the eastern, western and southern-most property lines that abut residential districts. A height restriction of 35 feet would also reduce overall potential density.

c. The compatibility with established neighborhood character.

Staff Response: The established neighborhood character is primarily commercial along 53rd Street and residential to the west, south, and east of the subject property. It is staff's opinion that the C-2 Corridor Commercial District on the northern portion of the site is compatible with the existing zoning along the 53rd Street corridor. However, the rezoning classification to R-MF Multi-Family Residential District will create a higher-density residential environment that is inconsistent with the established character of the surrounding single-family neighborhood. R-MF allows multi-family and townhouse style developments of 3-units or more, which diverges from the established adjacent neighborhoods. However the change in housing types can help transition between single and two-family homes to a commercial development. To address the differences in density, it is staff's opinion that a buffer, landscaping, and building height restrictions are necessary.

d. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

Staff Response: The proposed commercial with result in additional traffic along the 53rd Street corridor. The proposed multi-family development substantially increases the density of the subject property, which will generate additional trips onto 53rd Street, Hawk Drive, and Eastbury Estates Drive. The commercial and residential development of the site requires a traffic study to ensure appropriate infrastructure is in place to address the projected increase in traffic volume on 53rd street and the surrounding residential neighborhoods. City staff recommend a north-south public road be constructed extending Eastbury Estates Drive north to 53rd Street. The new public right-of-way shall align with Lakeview Parkway. This will direct site traffic to a major arterial roadway and reduce traffic on the local streets. A traffic signal shall be installed at the newly created four way intersection. To alleviate congestion at the new traffic signal, a second access point is required further east on 53rd Street.

Based on comments from the City of Bettendorf and adjacent property owners, internal roads shall not connect to 51st Street and Hawk Drive. This ensures local residential roads do not receive higher traffic volumes. In order to enhance walkability and bicycle infrastructure, city staff recommend an extension of the ten foot multi-use path to the west property line. The final placement of streets will be reviewed during the subdivision process.

It is staff's opinion that the proposed zoning map amendment fails to adequately promote the public health, safety, and welfare of the City. The revised conceptual development plan addresses the negative traffic impacts to the regional transportation system on the proposed R-MF area. The C-2 area has not been revised to show staff recommendations on the transportation network. Internal road connectivity is required to ensure emergency response times and service standards. Staff believes adding conditions to the rezoning request can address and mitigate the impacts to the regional transportation network.

e. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

Staff Response: Under the current Zoning Ordinance, strict conditions are placed on the commercial portion of the site that limit setbacks, building height, building footprint, number of buildings, total square footage of buildings, and uses. It is staff's opinion that the existing development restrictions on the commercial portion of the site be removed and replaced with modified conditions. The recommended conditions will promote development of the site while recognizing the concerns of the abutting residential property owners.

The current zoning restrictions on the residential portion of the property require the connection of 51st Street, Hawk Drive, and Eastbury Estates Drive. In collaboration with the City of Bettendorf, it was determined that the road network eliminate the connection of 51st Street and Hawk Drive. Instead, a new public road connecting Eastbury Estates Drive to 53rd Street should be constructed to enhance connectivity and direct traffic away from the abutting neighborhoods. The existing zoning conditions require at least fifty percent of the residential development be single-family detached housing, which better maintains the character of the established neighborhoods. The conditions placed are appropriate for the level of density that is permitted under the current zoning.

f. The extent to which the proposed amendment creates nonconformities.

Staff Response: The undeveloped 37.93 acre site satisfies the dimensional standards for C-2 Corridor Commercial District and the R-MF Multi-Family Residential District. Dimensional standards, such as lot area, lot width, setbacks, building coverage, and impervious surface will be addressed during the subdivision and development process.

It is staff's opinion that the proposed amendment will not create any nonconformities. City staff are recommending a condition that the height of structures in the R-MF Multi-Family Residential District be no greater than thirty-five feet, which is the same height restriction in the abutting R-3 Single-Family and Two-Family Residential District. Reducing the maximum building height from seventy feet to thirty-five feet will create consistency with the surrounding single and two story homes.

Plan and Zoning Commission
REZ 20-09
4607 East 53rd Street

Rezone R-4 to R-MF and C-2
Revise Zoning Areas and Special Conditions

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 250 500 1,000 1,500 2,000
Feet

N

Zoning Map Amendment (Rezoning) Request
REZ 20-09
4607 East 53rd Street

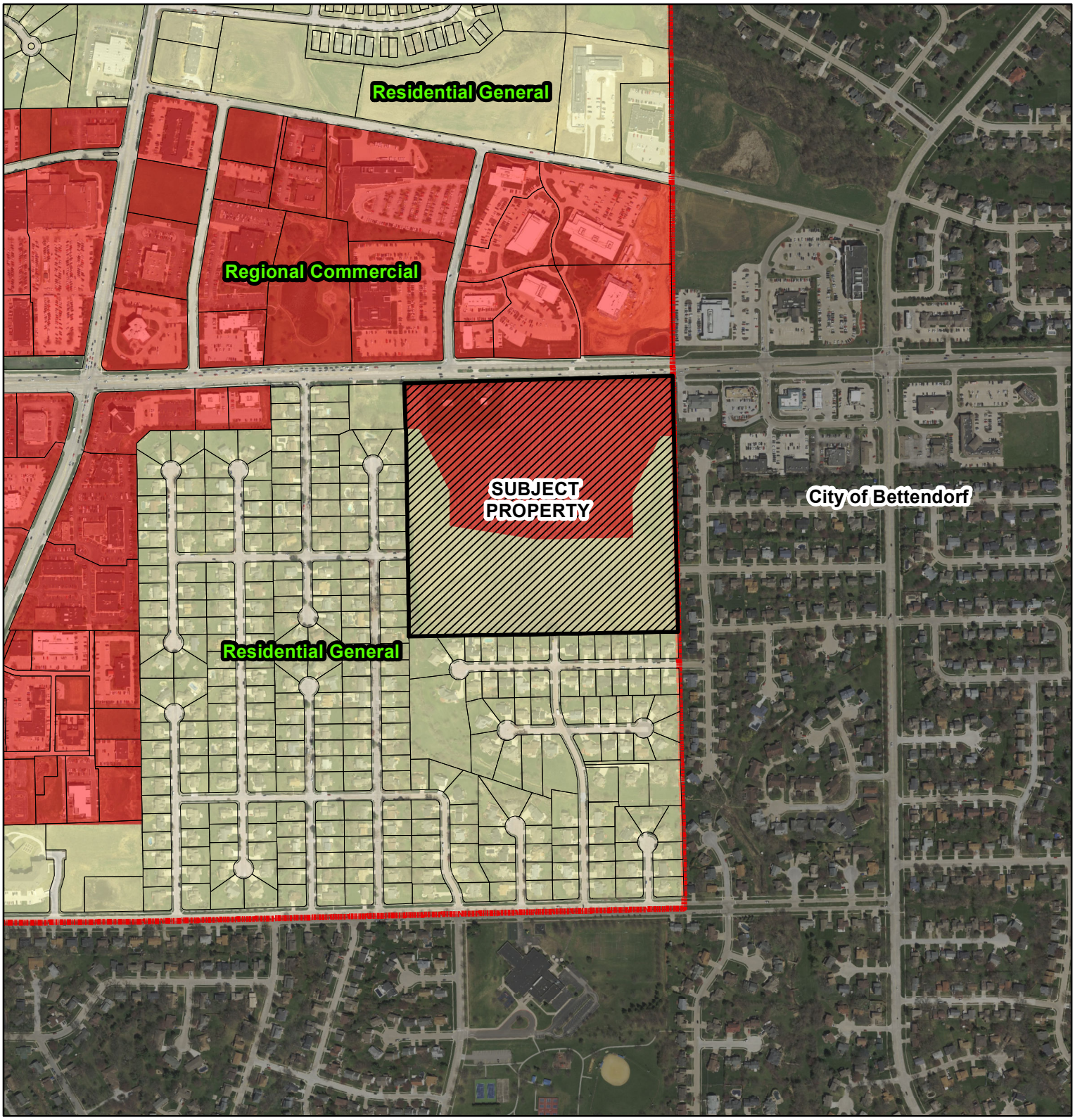
Rezone R-4 to R-MF and C-2
Revise Zoning Areas and Special Conditions

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 250 500 1,000 1,500 2,000
Feet

N

Future Land Use Map - Davenport +2035
REZ 20-09
4607 East 53rd Street



Rezone R-4 to R-MF and C-2
Revise Zoning Areas and Special Conditions

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 250 500 1,000 1,500 2,000
Feet

N

ORDINANCE 2011-20

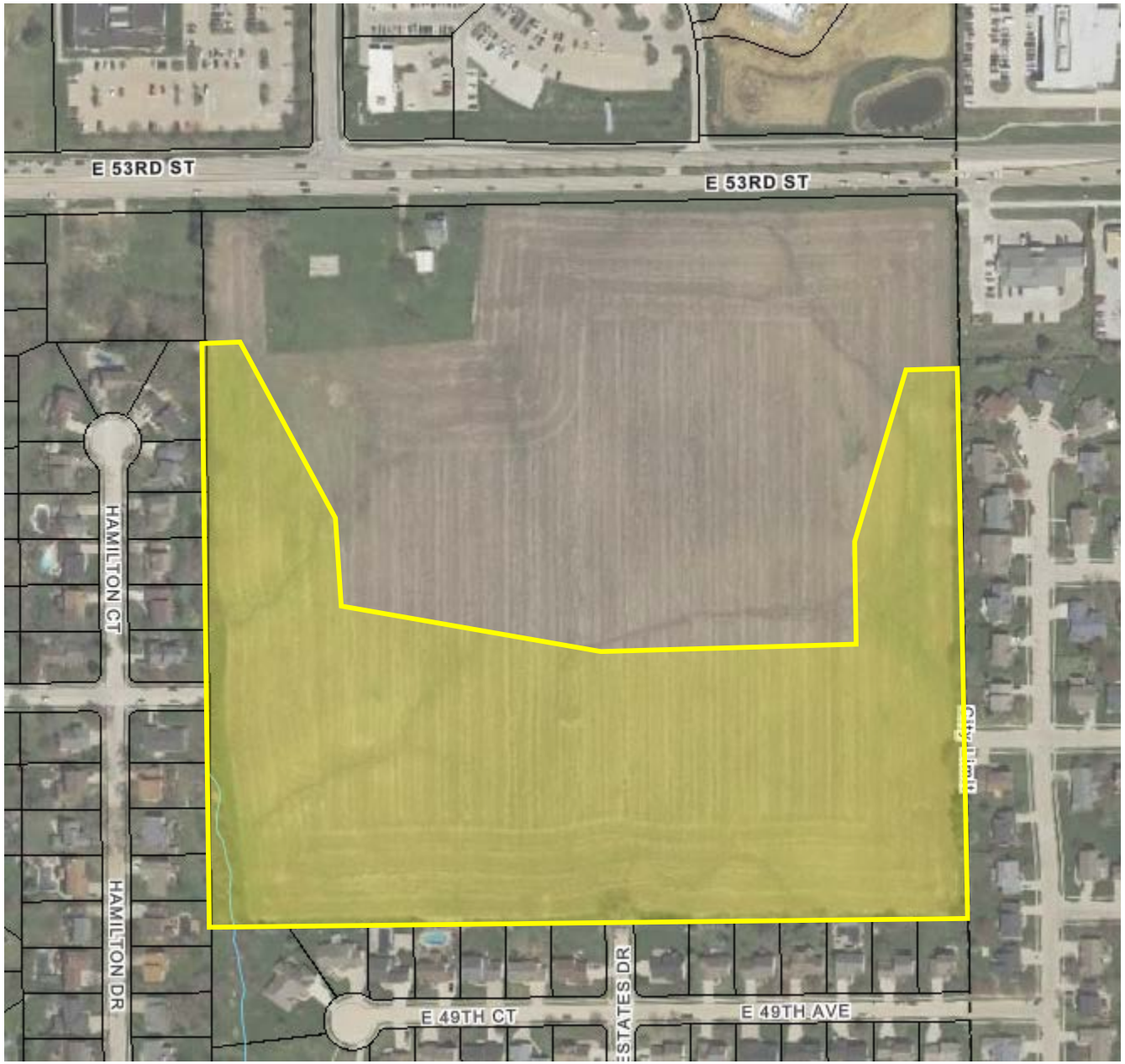
1. **Condition 6.** That the proposed uses be limited to professional offices and residential uses.
2. **Condition 7.** That building height restrictions be reviewed at the site plan phase with lower building height (step down) being located along the perimeter of the development area. Note: site plan replaced development plan.
3. **Condition 9.** That at a minimum, a buffer yard of fifty feet containing an undulated five to six foot berm be established along and within the commercially zoned area and that this buffer yard be developed with the following plantings: three canopy trees, 6 understory trees and 9 shrubs or evergreens/conifers per 100 linear feet. This buffer yard and berm shall be established during construction of any portion of the commercial zoned area. Note: Condition 9 was modified to remove reference to previous Zoning Ordinance and the timing of improvements.
4. **Condition 12.** 275 foot building setback line on both the east and west boundaries of the commercial zoning (no buildings allowed in the setback area for both east and west side setbacks other than residential lots on west side (houses to be built on residential lots). Note: of the commercial zoning replaced on the PDD.
5. **Condition 13.** A maximum of six buildings in the commercially zoned area. Note: commercial zoned area replaced PDD.
6. **Condition 14.** A maximum commercial footprint of 160,000 square feet within the commercially zoned area. Note: within the commercial zoned area replaced on the PDD.
7. **Condition 15.** A maximum commercial total square feet of 240,000 square feet within the commercial zoned area. Note: within the commercial zoned area replaced on the PDD.
8. **Condition 16.** A maximum of two story height on the commercial buildings.
9. **Condition 19.** Any commercial buildings located on the approximate 40% of the PDD area can be no higher than one story above finished grade. Note: commercially zoned area replaced PDD area and removed reference to attached drawing.

Link: Ordinance 2011-20 for meeting date 1-26-2011.pdf

19.86 Acre Area South of 53rd Street, West of Utica Ridge Road

ORDINANCE 2011-21

1. **Condition 3.** That with each site plan, preliminary or final plat provision be made for the dedication of right-of-way for the dedication of right-of-way for: the easterly extension of East 51st Street to Hawk Drive; the northerly extension of Eastbury Estates Drive to East 51st Street; the southerly extension of Lakeview Parkway to East 51st Street; and a northerly connection from East 51st Street to the northerly development site. Review of this connection and any necessary traffic calming measures be done in conjunction with the review and approval of the associated development plan or subdivision platting. Note: site plan replaced development plan.
2. **Condition 4.** That at least 50% of the residential development be single-family detached housing and said detached housing be located abutting the existing single-family development.



Link: Ordinance 2011-21 for meeting date 1-26-2011.pdf

18.06 Acre Area South of 53rd Street, West of Utica Ridge Road

Complete application can be emailed to planning@ci.davenport.ia.us

Property Address* 4607 53rd St

***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)**

Name:	Caitlin Russell
Company:	S.J. Russell, L.C.
Address:	4700 E. 53rd Street
City/State/Zip:	Davenport, IA 52807
Phone:	563-459-4600
Email:	crussell@russellco.com

Owner (if different from Applicant)

Name:	Sophie Foster Revocable Trust
Company:	
Address:	6590 Golf Course Rd
City/State/Zip	Bettendorf, IA 52722
Phone:	563-355-3048
Email:	

Engineer (if applicable)

Name:	Mark Harpole
Company:	Shive-Hattery, Inc.
Address:	1701 River Dr., Suite 200
City/State/Zip	Moline, IL 61265
Phone:	309-764-7650
Email:	mharpole@shive-hattery.com

Architect (if applicable)

Name:	
Company	
Address:	
City/State/Zip:	
Phone:	
Email:	

Attorney (if applicable)

Name:	Jennifer Smith
Company:	S.J. Russell, L.C.
Address:	4700 E. 53rd Street
City/State/Zip:	Davenport, IA 52807
Phone:	563-209-3982
Email:	jensmith@russellco.com

**Application Form Type:*

Plan and Zoning Commission

- Zoning Map Amendment (Rezoning) ☑
- Planned Unit Development ☐
- Zoning Ordinance Text Amendment ☐
- Right-of-way or Easement Vacation ☐
- Voluntary Annexation ☐

Zoning Board of Adjustment

- Zoning Appeal ☐
- Special Use ☐
- Hardship Variance ☐

Design Review Board

- Design Approval ☐
- Demolition Request in the Downtown ☐
- Demolition Request in the Village of East Davenport ☐

Historic Preservation Commission

- Certificate of Appropriateness ☐
- Landmark Nomination ☐
- Demolition Request ☐

Administrative

- Administrative Exception ☐
- Health Services and Congregate Living Permit ☐

****If the applicant is different from the property owner, please submit an authorization form or an accepted contract for purchase.**

Request:

Existing Zoning: C-2 and R-4

Proposed Zoning Map Amendment: Revise zoning areas and special conditions, change R-4 to R-MF zoning.

Purpose of the Request:

Revise the areas of the C-2 and residential zoning per the attached legal descriptions. Request change in zoning of the residential area from R-4 to R-MF. Request removal of the special zoning conditions established in Ordinance No. 2011-20 and Ordinance 2011-21 with the understanding that new special conditions may be established as part of the Planning and Zoning review process.

Total Land Area: 37.928 Acres

Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: ☑ Yes ☐ No

Submittal Requirements:

- The completed application form.
- Recorded warranty deed or accepted contract for purchase.
- Authorization form, if applicable. If the property is owned by a business entity, please provide Articles of Incorporation.
- A legal description of the request if not easily described on the deed or contract for purchase.
- Required fee:
  Zoning Map Amendment is less than 1 acre - $400.
  Zoning Map Amendment is one acre but less than 10 acres - $750 plus $25/acre.
  Zoning Map Amendment is 10 acres or more - $1,000 plus $25/acre.
  $10.00 per sign; more than one sign may be required depending upon the area of the request.

Formal Procedure:

(1) Application:
- Prior to submission of the application, the applicant shall correspond with Planning staff to discuss the request, potential alternatives and the process.
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

(2) Plan and Zoning Commission public hearing:
- The City shall post notification sign(s) in advance of the public hearing. A minimum of one sign shall be required to face each public street if the property has frontage on that street. It is Planning staff's discretion to require the posting of additional signs. The purpose of the notification sign(s) is to make the public aware of the request.
- The applicant shall make a presentation regarding the request at a neighborhood meeting. The purpose of meeting is to offer an opportunity for both applicant and neighboring residents/property owners to share ideas, offer suggestions, and air concerns in advance of the formal public hearing process. Planning staff will coordinate meeting date, time, and location and send notices to surrounding property owners.
- The Plan and Zoning Commission will hold a public hearing on the request. Planning staff will send notices to surrounding property owners.

(3) Plan and Zoning Commission's consideration of the request:
- Planning staff will perform a technical review of the request and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will vote to provide its recommendation to the City Council.
- If the Plan and Zoning Commission recommends denial, the request may only be approved by a favorable 3/4 vote of the City Council.

Formal Procedure (continued):

(4) City Council's consideration of the request:

- The Committee of the Whole (COW) will hold a public hearing on the request. Planning staff will send a public hearing notice to surrounding property owners.
- If property owners representing 20% or more of the area within 200 feet of the exterior boundaries of the request submit a written protest, the request may only be approved by a favorable 3/4 vote of the City Council. For the purpose of the 20% protest rate, formal protests will be accepted until the public hearing is closed.
- The City Council will vote on the request. For a zoning map amendment to be approved three readings of the Ordinance are required; one reading at each Council Meeting. In order for the Ordinance to be valid it must be published. This generally occurs prior to the next City Council meeting.

Applicant: Caitlin Russell, S.J. Russell, L.C. Date: 12/28/2020

By typing your name, you acknowledge and agree to the aforementioned submittal requirements and formal procedure and that you must be present at scheduled meetings.

Received by: _____ Date: _____

Planning staff

Date of the Public Hearing: _____

Meetings are held in City Hall Council Chambers located at 226 West 4th Street, Davenport, Iowa.

Authorization to Act as Applicant

I, Ms. Sophie Foster authorize **S.J. Russell, L.C.** to act as applicant, representing me/us before the City of Davenport Plan and Zoning Commission and City Council for the property located at 4607 East 53rd Street, Davenport, Iowa

Sophie Foster

Sophie Foster

Signature(s)*

*Note, original signature required

Doc ID: 022579930004 Type: LAN
Recorded: 11/19/2020 at 02:48:02 PM
Fee Amt: $22.00 Page 1 of 4
Scott County Iowa
Rita A. Vargas Recorder
File 2020-00036966

FOR RECORDER'S USE ONLY

Prepared By: Nicholas J Esser, Vice President, Fortress Bank, 9000 North Knoxville Ave., Peoria, IL 61615, (309) 966-4850

RECORDATION REQUESTED BY:
Fortress Bank, Peoria, 9000 North Knoxville Ave., Peoria, IL 61615

WHEN RECORDED MAIL TO:
Fortress Bank, Peoria, 9000 North Knoxville Ave., Peoria, IL 61615

MODIFICATION OF MORTGAGE

00000010000003206807401116 2020

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 2 of this Modification. The legal description can be found on page 2 of this Modification. The related document or instrument number can be found on page 2 of this Modification.

THIS MODIFICATION OF MORTGAGE dated November 16, 2020, is made and executed between Sophie Foster, not personally but as Trustee on behalf of Sophie Foster Revocable Trust Dated November 14, 2005, whose address is 6590 Golf Course Road, Bettendorf , IA 52722 (referred to below as "Grantor") and Fortress Bank, whose address is 9000 North Knoxville Ave., Peoria, IL 61615 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 14, 2019 (the "Mortgage") which has been recorded in Scott County, State of Iowa, as follows:

Recorded in Scott County, Iowa as Document ID 022195600020 on December 13, 2019.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Scott County, State of Iowa:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4607 E 53rd Street, Davenport, IA 52807. The Real Property tax identification number is N0910-01.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extending Maturity Date to November 16, 2021.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 16, 2020.

GRANTOR:

SOPHIE FOSTER REVOCABLE TRUST DATED NOVEMBER 14, 2005

By: Sophie Foster

Sophie Foster, Trustee of Sophie Foster Revocable Trust Dated November 14, 2005

LENDER:

FORTRESS BANK

X

Nicholas J Esser, Vice President

TRUST ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

This record was acknowledged before me on Nov 2, 2020 by **Sophie Foster, Trustee of Sophie Foster Revocable Trust Dated November 14, 2005.**

Mary Claire Griffith
Notary Public in and for the State of IOWA
My commission expires 27 Feb 2021

NOTARIAL SEAL IOWA
MARY CLAIRE GRIFFITH
Commission Number 809155
My Commission Expires
February 27, 2021

LENDER ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

This record was acknowledged before me on 2 Nov, 2020 by **Nicholas J Esser as Vice President of Fortress Bank.**

Mary Claire Griffith
Notary Public in and for the State of IOWA
My commission expires 27 Feb 2021

NOTARIAL SEAL IOWA
MARY CLAIRE GRIFFITH
Commission Number 809155
My Commission Expires
February 27, 2021

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IA/IL C:\CFI\LPL\G201.FC TR-22126 PR-189

EXHIBIT A

Part of the Northeast Quarter of the Southwest Quarter of Section 9, T78N, R4E, of the 5th P.M. Davenport, Scott County, Iowa, more particularly described as follows:

Commencing as a point of reference at the Northeast corner of the Northeast quarter of the Southwest Quarter of Section 9, T78N ,R4E, of the 5th P.M. thence South 00°09'16" West 50.00 feet along the East line of the Northeast Quarter of the Southwest Quarter of said Section 9 to the Southerly right-of-way line of 53rd Street and the point of beginning of the parcel herein described (for the purposes of this description of the North line of the Northeast Quarter of the Southwest Quarter of said Section 9 is assumed to bear North 90°00'00" East);

thence South 00°09'16" West 1261.71 feet along the East line of the said Northeast Quarter of the Southwest Quarter of Section 9 and the Westerly line of Hunter Meadows 3rd and 4th Additions to the City of Bettendorf, Scott County, Iowa;

thence North 89°36'03" West 1316.85 feet to the West line of the said Northeast Quarter of the Southwest Quarter of Section 9 and the Easterly line of Olde Coventry First Addition to the City of Davenport, Scott County, Iowa;

thence North 00°23'41" East 1252.56 feet along the said West line of the Northeast Quarter of the Southwest Quarter of Section 9 and the Easterly line of Olde Coventry First Addition to the said Southerly right-of-way line of 53rd Street;

thence North 90°00'0" East 1311.59 feet along the said Southerly right-of-way line of 53rd Street to the point of beginning.

This parcel contains 37.93 acres more or less.

LAND DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST, OF THE 5TH PRINCIPAL MERIDIAN;

THENCE SOUTH 00°09'16" WEST 50.00 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°09'16" WEST 599.44 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9;

THENCE NORTH 90°00'00" WEST 1314.08 FEET ALONG THE SAID LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE WESTERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION;

THENCE NORTH 00°23'41" EAST 590.30 FEET ALONG THE SAID WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET;

THENCE NORTH 90°00'00" EAST 1311.59 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 17.928 ACRES MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION, THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 IS ASSUMED TO BEAR NORTH 90°00'00" EAST).

LAND DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST, OF THE 5TH PRINCIPAL MERIDIAN;

THENCE SOUTH 00°09'16" WEST 50.00 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET;

THENCE CONTINUING SOUTH 00°09'16" WEST 599.44 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°09'16" WEST 662.27 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 3RD AND 4TH ADDITIONS TO THE NORTHERLY LINE OF O'SELL'S ADDITION;

THENCE NORTH 89°36'03" WEST 1316.85 FEET ALONG THE SAID NORTHERLY LINE OF O'SELL'S ADDITION TO THE WESTERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION;

THENCE NORTH 00°23'41" EAST 662.26 FEET ALONG THE SAID WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET;

THENCE NORTH 90°00'00" EAST 1314.08 FEET ALONG THE SAID LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 20.000 ACRES MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION, THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 IS ASSUMED TO BEAR NORTH 90°00'00" EAST).

53RD STREET

EXISTING SINGLE FAMILY

DOG PARK WITH CHAIN LINK FENCE

OFFICE

5' SIDEWALK

WET DETENTION

EXISTING SINGLE FAMILY

HAMILTON DRIVE

EAST 51ST ST.

HAWK DRIVE

DOVE COURT

LANDSCAPE BUFFER / SCREEN

28 27 26 25 24 23 22

29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

WET DETENTION

EXISTING SINGLE FAMILY

PARK

21 20 19 18 17 16 15 14

SETBACK

13 12 11 10 9 8 7 6 5 4 3 2 1

SETBACK

LANDSCAPE BUFFER / SCREEN

FL EXISTING CREEK

EXISTING SINGLE FAMILY

EASTBURY ESTATES DR

EXISTING SINGLE FAMILY

RESIDENTIAL DEVELOPMNET

DAN DOLAN HOMES

2020-12-28
S.J. Russell, L.C.
Sophie Foster Property
3204340

COMMERCIAL DEVELOPMENT

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD MUSCATINE, IOWA
PHONE (563) 263-7661 EMAIL info@martin-whitacre.com

F:\CIVIL3D PROJECTS\8630 DOLAN 20 ACRES DAVENPORT\20 DESIGN DRAWINGS\8630 - DOLAN EXHIBIT.DWG PLOTTED: 1/29/2021

#	DATE	DESCRIPTION	BY

DESIGNED BY: MWJ
DRAWN BY: RAM
PROJECT ENGR: MWJ

Martin & Whitacre Surveyors & Engineers, Inc.
1508 BIDWELL ROAD MUSCATINE, IOWA
PHONE (563) 263-7691 EMAIL info@martin-whitacre.com

DOLAN 20 ACRE DEVELOPMENT
DAVENPORT, IOWA

OVERALL SITE DEVELOPMENT CONCEPT
DOLAN CONDEPT - E

PROJ NO: 8630.20
CONST PROJ: 000
SCALE: AS NOTED
DATE: 1/29/21

DRAWING NO: EX-6
SHEET NO:

DAVENPORT
DEVELOPMENT & NEIGHBORHOOD SERVICES

REZONING REQUEST NOTICE | Plan and Zoning Commission

Rezoning Request
REZ20-09: Request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. [Ward 6].

To: All property owners within 200 feet of the subject property located at **4607 East 53rd Street.**

Neighborhood Meeting
Date: 1/7/2021 Time: 5:30 PM Location: Birchwood Learning Center | 4620 East 53rd Street.

Plan and Zoning Commission Public Hearing
Date: 1/19/2021 Time: 5:00 PM Location: Council Chambers | City Hall | 226 W. 4th ST.

What is this About?
This notice is being sent to inform you that a neighborhood meeting and a public hearing will be held for a Zoning Map Amendment. The purpose of the Zoning Map Amendment is to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development.

What are the Next Steps after the Neighborhood Meeting and Public Hearing?
The Plan and Zoning Commission will hold a formal public hearing at their meeting on January 19, 2021. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on February 2, 2021. The Commission's recommendation will be forwarded to the City Council, which is the final review authority. For the specific dates and times of subsequent meetings, please contact the case planner below. As a reminder, **Face masks are required for all in person attendance.**

Would You Like to Submit an Official Comment?
As a neighboring property owner you may have an interest in commenting on the proposed request via email or in person at the public hearing. Send written comments to planning@davenportiowa.com (no later than 12:00 PM *one day before* the public hearing) or to: Planning, 1200 E 46th St, Davenport IA 52807.

On-line/Telephone Participation at the Plan and Zoning Commission Public Hearing:
Persons may join the meeting virtually: https://www.gotomeet.me/Davenport_Planning/planzoning & at 1-866-899-4679 with access code: 492-653-453. All documents related to the meeting (agenda included) are at "Search Minutes & Agendas": www.cityofdavenportiowa.com/boards Mondays before the meeting/public hearing.

Do You Have Any Questions?
If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Matt Werderitch) at matt.werderitch@davenportiowa.com or 563-888-2221. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note items may be removed or tabled to a future hearing date at the request of the Applicant or Commission/Board. Those interested verifying case actions and/or tablings, please contact Planning at 563-326-6198 or planning@davenportiowa.com for updates.

Adjacent Property Owner Notice Area
REZ 20-09
4607 East 53rd Street

Rezone from C-2 and R-4 to C-2 and R-MF
Revise Zoning Areas and Special Conditions

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 115 230 460 690 920 Feet

N

DAVENPORT
DEVELOPMENT & NEIGHBORHOOD SERVICES

Public Hearing Notice | Committee of the Whole

Date: 2/17/2021
Time: 5:30 PM

Location: Council Chambers | City Hall | 226 W. 4th ST.
Subject: Public Hearing for a Rezoning Request Before the Committee of the Whole

To: All property owners within 200 feet of the subject property located at **4607 East 53rd Street**

There is on file in the Development and Neighborhood Services Department (DNSD), on behalf of the Plan and Zoning Commission, the following request:

REZ20-09: Request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. The purpose of the rezoning is to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development [Ward 6].

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial (RC) along the 53rd Street corridor and Residential General (RG) on the southern portion of the site.
2. The proposed C-2 Corridor Commercial District is compatible with the zoning of nearby property on 53rd Street. However, the proposed R-MF Multi-Family Residential District creates a higher density than the surrounding neighborhoods, which are zoned R-3 Single-Family and Two-Family Residential District. Therefore, conditions requiring enhanced landscaping buffers and a reduction in the maximum building height are needed to mitigate potential impacts between land uses.
3. Special consideration must be given to the increased density of the proposed rezoning petition. A traffic study is required to address increased traffic demand on the major arterial roadway and local streets. Requiring a traffic signal on 53rd Street and a public north-south road through the development site will aid in mitigating traffic and emergency response concerns.
4. Rezoning the property to C-2 Corridor Commercial District and R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:

1. The City Council is requested to pass a resolution amending the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map.
2. A traffic study is required and additional traffic safety measures may be required as development occurs.
3. A north-south public street shall be required to connect Lakeview Parkway to Eastbury Estates Drive.
4. A traffic signal shall to be required at the intersection of Lakeview Parkway and East 53rd Street.
5. A second ingress/egress point to East 53rd Street shall be required.
6. Street connections to East 51st Street and Hawk Drive shall be prohibited.
7. The multi-purpose trail shall be extended to the west property line.
8. A 20-foot setback on the eastern and western-most property lines in the C-2 zoning district shall be required where abutting commercial zoning districts.

9. A 30-foot buffer shall be required on the eastern, western and southern-most property lines of the subject property where abutting residential districts.
10. The height of structures in the R-MF zoning district shall be no greater than 35 feet.

The public hearing on the above matter is scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, February 17, 2021 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item or attend the public hearing to express your views, or both. Written comments may be sent via email to mayor.info@davenportiowa.com or mailed to the Development and Neighborhood Services Department, at the below address, no later than 12:00 noon on the day of the public hearing. All written comments and protests already received will be forwarded to the Committee of the Whole. The Committee of the Whole meeting can be viewed live at www.davenportiowa.com/watchlive.

Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Neighborhood Meeting Sign-In Sheet

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / FAX # E-MAIL ADDRESS
28.	JASON Gillaspie	5143 Hamilton Ct	563-940-7044 Jason.gillaspie709@gmail.com
29.	Jessy Kelly	4832 E. 49th Ave	563-320-5894 jKelly@jewellgroup.com
30.	Jim Long	4996 Dove Ct	563-332-3[illegible]937 SUSAN LONG@Q.com
31.	Janel Kelly	5034 Hamilton Dr.	563-449 16191
32.	Michael Ryan	4646 E 49th Ct	563-326-2892 michaelpatrickryan@email.com
33.	Brian Wales	4835 E 49th Ave	563 332 13101
34.	W.T. Grampp	4750 E 49th Ave	563-343-1900 wgrampp@aol.com
35.	Anthony Ziskovsky	5200 Dove Ct	563 5251 3937 Zikodavich@gmail.com
36.	Marie Burton	2115 Hawk Dr.	(563)349-2757 mludgate@gmail.com
37.	Sue Thompson	2282 Hawk Dr	563-940-43861 theonecruiser@hotMail.com
38.			/
9.			/
			/
			/
			/

Neighborhood Meeting Sign-In Sheet

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

Attendance Sheet

PROJECT NAME: 53rd St Commercial Development
MEETING TYPE: Neighborhood Meeting
Birchwood Learning Center
MEETING DATE: 1/7/2021
LOCATION: 4620 E. 53th St.
MEETING TIME: 5:30 - 6:30 PM
PROJECT NO.: 3204340

Please Write Clearly

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / MOBILE # / E-MAIL ADDRESS
1.	Bob Ingram	Plan & Zone Chair	B Ingram @ Active Thermal inet
2.	David Sheets	neighbor	wx4sheets@q.com
3.	Jimmie Clifford	Adjacent Property Owner	clifford jd1@gmail.com
4.	Mary Clifford	Adjacent Property Owner	2mclifford@mediacombb.net
5.	Jared Van Middlesworth	Adjacent Property Owner	vanmiddlesworth98@gmail.com
6.	Kyle Gripp	Alderman	—
7.	Travis Unterzuber	Davenport Resident	
8.	Barry & Kristin Winkler	4978 Dove Ct	
9.	Jim & Mavis Powell	5078 Dove Ct	Ajzmis Powell1@icloud.com
10.			
11.			
12.			

Neighborhood Meeting Sign-In Sheet

Please Write Clearly

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / FAX # E-MAIL ADDRESS
13.	Ben Jobgen	6316 Forest Rd. Davenport 52807	/
14.	Cathy Hettrick	5166 Dove Ct Bett	/
15.	Jim Hettrick	" "	/
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SHIVEHATTERY

Neighborhood Meeting Sign-In Sheet

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / FAX # / E-MAIL ADDRESS
43.	Kelly Young	Russell 4700 E 5th 3rd	/ kjyoung75@gmail.com
44.			/
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Neighborhood Meeting Sign-In Sheet

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / FAX # E-MAIL ADDRESS
58.	Mark Steelheart		/
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*** Proof of Publication ***

STATE OF IOWA
SCOTT COUNTY, } ss.

The undersigned, being first duly sworn, on oath does say that he/she is an authorized employee of THE QUAD-CITY TIMES, morning edition, a daily newspaper printed and published by Lee Enterprises, Incorporated, in the City of Davenport, Scott County, Iowa, and that a notice, a printed copy of which is made a part of this affidavit, was published in said THE QUAD-CITY TIMES, on the dates listed below.

CITY OF DAVENPORT

226 W 4TH ST
DAVENPORT, IA 52801

ORDER NUMBER 85876

The affiant further deposes and says that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

Kelly Mason

Section: Notices & Legals
Category: 2627 Miscellaneous Notices
PUBLISHED ON: 01/07/2021

TOTAL AD COST:	79.91
FILED ON:	1/7/2021

Subscribed and sworn to before me by said affiant this 7 day of Jan 2021.

Danine Glascock

Notary Public in and for Scott County, Iowa

NOTARIAL SEAL IOWA
DANINE GLASCOCK
Commission Number 810108
My Commission Expires
4-17-21

*** Proof of Publication ***

PUBLIC NOTICE

PUBLIC HEARING
TUESDAY, JANUARY 19 -5:00 P.M.
CITY OF DAVENPORT
PLAN AND ZONING COMMISSION
COUNCIL CHAMBERS -
DAVENPORT CITY HALL
226 WEST 4th STREET --
DAVENPORT, IOWA

There is on file in the Development & Neighborhood Services Department, on behalf of the Plan and Zoning Commission, the following requests:

Case REZ20-09: Request of S.J. Russell, LC on behalf of Sophie Foster Revocable Trust for a zoning map amendment on 38 acres, more or less, of property located at 4607 East 53rd Street as follows:
The north 18 acres, more or less, to C-2 Commercial Corridor with existing conditions removed.
The south 20 acres, more or less, from R-4 Single and Two-Family Residential to R-MF Residential Multi-Family with existing conditions removed. [Ward 6]

Case ORD20-02: Request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing. [Ward 3]

Case ORD20-02 also includes Request of Palmer College of Chiropractic to vacate the following three Rights-of-Way [Ward 3]:

(1) A portion of East 11th Street between Perry Street and Pershing Avenue described as follows: That part of East 11th Street located between Perry Street and Pershing Avenue, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:
Beginning at the southeast corner of Block 96 in LeClaire's 8th Addition; Thence South 02°52'09" East, a distance of 60.01 feet to the northeast corner of Block 89 in LeClaire's 8th Addition; Thence South 88°01'40" West along the north line of said Block 89, a distance of 321.23 feet to the northwest corner of said Block 89; Thence North 02°07'42" West, a distance of 61.84 feet to the southwest corner of said Block 96; Thence North 88°21'23" East along the south line of said Block 96, a distance of 320.47 feet to the Point of Beginning. The above-described parcel contains 19,545 square feet, more or less.

(2) Part of a 20-foot alley located partly in Block 89 of LeClaire's 8th Addition and partly in Outlot 30 of LeClaire's 2nd Addition in the city of Davenport, County of Scott, State of Iowa, more particularly described as follows: Commencing at the at the northeast corner of Lot 5 in said Block 89; Thence South 01°50'01" East along the east line of said Block 89, a distance of 185.98 feet to the northerly line of said alley and the Point of Beginning; Thence continuing South 01°50'01" East along said east line, a distance of 20.00 feet to the southerly line of said alley; Thence South 88°02'49" West along said southerly line, a distance of 151.54 feet to the easterly line of said alley; Thence South 01°50'34" East along said easterly line, a distance of 108.54 feet; Thence South 87°15'17" West, a distance of 20.00 feet to the westerly line of said alley; Thence North 01°50'34" West along said westerly line, a distance of 128.82 feet to the northerly line of said alley; Thence North 88°02'49" East along said northerly line, a distance of 171.54 feet to the Point of Beginning. The above-described parcel contains 5,604 square feet, more or less.

(3) Part of a 20-foot alley located in Block 96 of LeClaire's 8th Addition in the city of Davenport, County of Scott, State of Iowa, more particularly described as follows: Beginning at the southeast corner of Lot 5 in said Block 96; Thence South 01°53'25" East along the east line of said Block 96, a distance of 20.00 feet to the south line of said alley; Thence South 88°25'19" West along said south line, a distance of 204.63 feet; Thence North 01°30'45" West, a distance of 20.00 feet to the north line of said alley; Thence North 88°25'19" East along said north line, a distance of 204.50 feet to the Point of Beginning. The above-described parcel contains 4,091 square feet, more or less.

The public hearing on the above matter is scheduled for 5:00 p.m. or as soon thereafter as possible on Tuesday, January 19, 2021 in the Council Chambers of Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Information packets are available at no

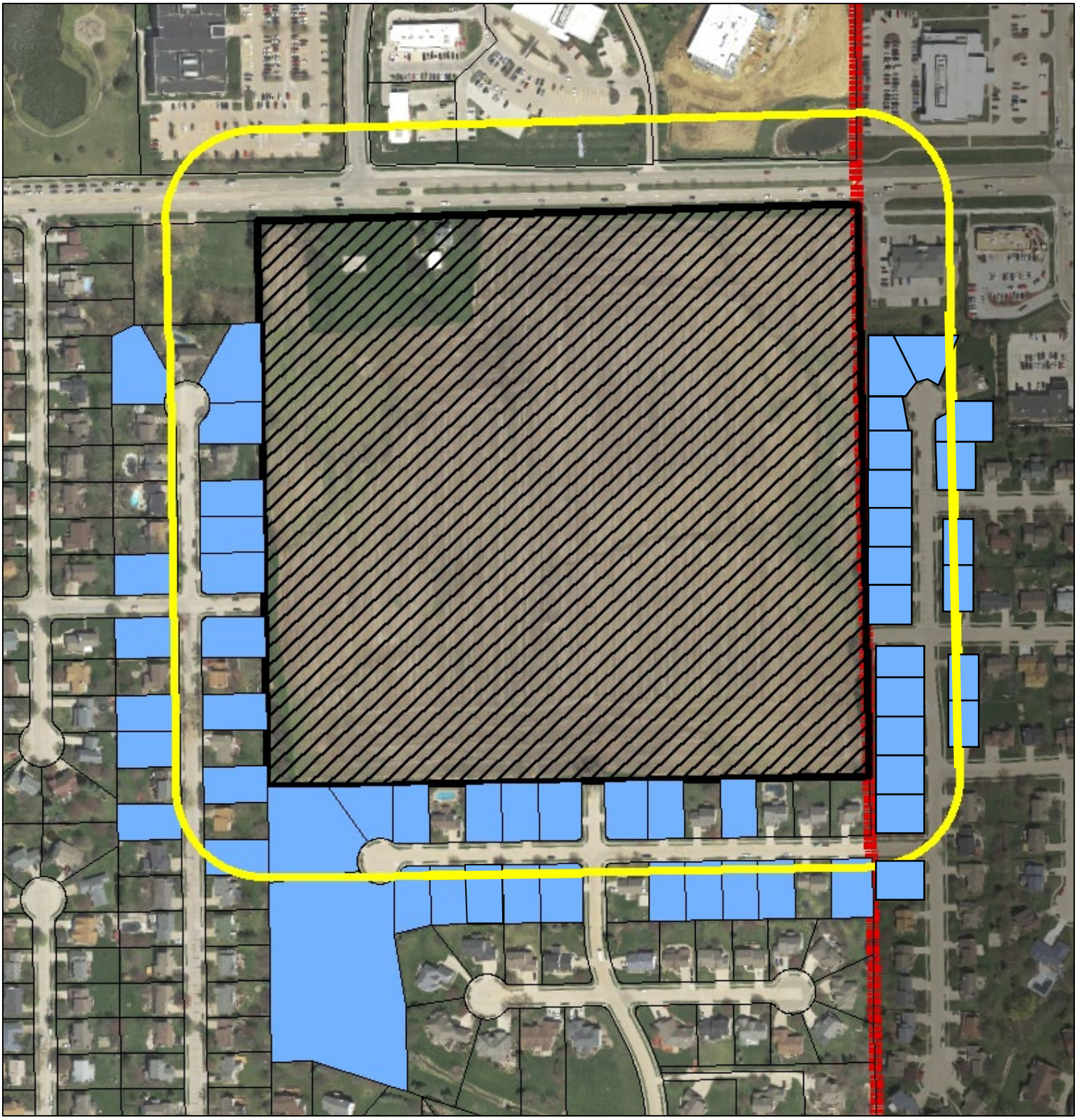
*** Proof of Publication ***

Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Any written comments to be reported at the public hearing should be received in the Department of Community Planning & Economic Development, at the above address, no later than 12:00 noon on the day of the public hearing(s). PO No. 2105773

Department of Development & Neighborhood Services
E-MAIL: planning@davenportiowa.com
PHONE: 563-326-6198

Adjacent Property Owner Notice Area
REZ 20-09
4607 East 53rd Street



Written Protest Petitions Received Within the 200 Foot Notification Boundary as of February 12, 2021.

N

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Anthony & Christy Ziskovsky

Address: 5200 Dove Ct. Bettendorf

Signature: [signature] [signature]

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Nicole Dinville

Address: 5142 Hamilton Ct. Davenport

Signature: Nicole Dinville

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Brian Wales

Address: 4835 E 49th Ave Davenport IA 52807

Signature: [signature]

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: David Poole

Address: 4507 E 51st St, Davenport, IA 52807

Signature: David Poole

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Meghan Wilson

Address: 5153 Dove Ct. Bettendorf, IA 52722

Signature: Meghan Wilson

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: STEVEN KUNZ

Address: 4609 E 49TH CT DAVENPORT IA 52807

Signature: SKC

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: James A Lange

Address: 4394 Dove Ct Bett

Signature: James A Lange

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Pete & Karen Moldt

Address: 5131 Dove Ct. Bettendorf IA 52722

Signature: Karen Drew Moldt

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Mike Reckman

Address: 4803 E 49th Ave

Signature: Mike Reckman

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Marlena Jipp

Address: 4718 E. 49th Ave

Signature: Marlena Jipp

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Brenda Ripslinger

Address: 5026 Hamilton Drive

Signature: Brenda Ripslinger

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Stephani Nagle

Address: 4702 E 49th Ave

Signature: S. Nagle

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Troy C. Skeen

Address: 4755 E. 49th Ave

Signature: Troy S

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Kelly Foster

Address: 4661 E. 49th Ct. Davenport, IA 52807

Signature: Kelly Foster

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: BRIAN FRITZ

Address: 4625 E. 49th Ct Davenport

Signature: BF

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: JACKSON FRENCH

Address: 4927 HAMILTON DR DAVENPORT IA 52807

Signature:

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Joseph Helmke

Address: 5018 Hamilton Dr. DAV 52807

Signature:

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Colleen Gillaspie

Address: 5143 Hamilton Ct. Davenport, IA 52807

Signature: Colleen Gillaspie

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Jordan Cummings / Jennifer Nichols

Address: 5042 Hamilton Dr Davenport IA 52807

Signature: Jordan Cummings Jennifer Nichols

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: ROSEMARY CARPENTER

Address: 4420 E 51ST STREET, DAVENPORT

Signature: Rosemary Carpenter

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Janelle Haines

Address: 5121 Hamilton Ct.

Signature: Janelle Haines

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Liang Zhao

Address: 4634 E 49th ct Davenport IA 52807

Signature: Liang Zhao

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: BRIAN MORRISEY

Address: 5137 HAMILTON CT

Signature: [signature]

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Patty Knight

Address: 5004 Hamilton Dr.

Signature: Knight

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Andrew Galvan

Address: 4649 E 49th Ct

Signature: [signature]

Protest Petition

Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: MaryJo Anderson

Address: 4658 E 49th Ct, Dav. IA

Signature: MaryJo Anderson

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Michael Ryan

Address: ~~49~~ 4646 E 49th Ct

Signature: Michael Ryan

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: John Princell

Address: 4735 E 49TH AVE, DAVENPORT

Signature: John Princell

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Deana VanDerbinst

Address: 4545 E 49th Court Dav. Ia 52807

Signature: Deana VanDerbinst

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Scott and Janet Wadsley

Address: 4610 E. 49 Ct. Davenport, IA. 52807

Signature: Scott Wadsley

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Matt Zumwalt

Address: 5113 Hamilton Ct

Signature: M

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Diane Stanley

Address: 5011 Hamilton Dr Dav

Signature: Diane Stanley

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Kathryn E Phillips

Address: 5090 Dove Ct, Bettendorf, IA

Signature: Kathryn E Phillips

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Tamara J Chelf

Address: 4622 E. 49th Cir, Dav. IA 52807

Signature: Tamara J Chelf

Does Not Count Towards Protest Rate: Signature Does Not Match Name on Deed.

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Ryan Kelly

Address: 5034 Hamilton Dr.

Signature: [signature]

Does Not Count Towards Protest Rate: Signature Does Not Match Name on Deed.

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: John Shasang

Address: 4164 E 49 Dove Court Bett 52722

Signature: [signature]

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Lisa Reisen

Address: 4919 Dove Ct Bettendorf IA 52722

Signature: Lisa M Reisen

Does Not Count Towards Protest Rate: Property Outside 200 Ft. Notification Boundary.

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Nate Hernandez

Address: 4928 Hamilton Dr

Signature:

Does Not Count Towards Protest Rate: Property Outside 200 Ft. Notification Boundary.

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: A John Holmes

Address: 4919 Hamilton Dr

Signature:

Does Not Count Towards Protest Rate: Property Outside 200 Ft. Notification Boundary.

Protest Petition
Property Within Protest Rate Boundary

FORMAL PROTEST

Name: Barry & Kristin Winkler

Address: 4978 Dove Ct., Bettendorf, IA 52722

I am filing this formal protest with the Planning and Zoning Commission and City Council of the City of Davenport, Iowa. I **object** to the rezoning of 4607 E. 53rd St. (Case REZ20-09).

Other comments (optional): The current zoning plan maintains a consistent housing plan within the neighborhood. The new zoning plan completely changes the neighborhood adjacent to the property. The only reason there is a new zoning request is because the property is priced above market value. If the property was sold at market value, the current zoning plan would allow any developer to make a reasonable profit.

Signature: Barry Winkler Kristin Winkler

Date: 1/18/2021 1/18/2021

Mail signed document to: Planning Division, 1200 E. 46th St., Davenport, IA 52807

Or Email signed document to: planning@davenportiowa.com

Protest Petition
Property Within Protest Rate Boundary

January 15, 2021

To: Davenport City Council Members

We are residents of Bettendorf at 5011 Dove Court, (corner of Hawk Dr. & Dove Ct.).

This letter serves as our reasons for objecting to the recent request for a Davenport rezoning plan filed under the Sophie Foster estate.

We live within the immediate perimeter of several neighborhoods impacted by the proposed plan. As a longtime Bettendorf resident (19 yrs.), we request consideration of our concerns listed in this letter on this subject. We have no plans of moving as many of us within these neighborhoods have homes that can or have been modified to allow us a quality of life of aging within our current homes.

Our main concerns to be addressed and/or communicated more in detail in future meetings:

1. There will be a significant increase in traffic volume and varying patterns of flow since Hawk Dr. is one of two outlets to/from the projected housing areas.

   We currently enjoy a clean, quiet, low crime neighborhood that will certainly change if this project is approved. That change has not been proven this would be a positive one.

   Question: Has there been a study conducted to show residents an estimation of impact/volume?

2. Traffic flow from the proposed condo/apartments adjacent to the proposed and including the commercial section only shows access or outlet from an already very busy 53rd Street. This proposal going forward should include plans for a coordinated and timely commitment to install sufficient well placed traffic lights. Otherwise, the current status for safety, convenience, and quality of commuting will decline quickly. If nothing more is communicated, this proposal will meet with escalating objections. This part is critical. I would hope planners, developers, etc, do not adopt the thought that disappointed and unhappy current residents will just simply pick up and move if they don't like it. We have created this desirable neighborhood and community in the first place. It just happened to be built next to farming land. Regardless, we all have been great stewards of our properties and plan to continue to maintain that same high level standard in the future. This is seen as a threat to leaving behind and perhaps the planners will not be gaining back like-minded new residents. Something to think about.

3. Light pollution form future commercial development hasn't been communicated very well as to how this is monitored, enforced, or addressed if there are infractions. That information is missing and lay people need to understand what would be leveraged as enforceable and result in fines should there be infractions.

   We can share the impression of many present during the last meeting was once the land is approved/rezoned, planners can do as they please. What protects current residents?

Protest Petition
Property Within Protest Rate Boundary

4. Collection ponds should be dry and not wet as the ponds north of 53rd St. have not been desirable in how they have been kept up, cleaned up, and the attraction of more geese with contamination of their proliferative waste products is not now we need more of. The collection marsh to the east of the Village Cooperative of Crow Creek is a far better option year round. Walking by them is more pleasant all seasons compared to north of 53rd.

These comments reflect our major concerns with this rezoning and we are asking for consideration and attention to this project.

Thank you,

Nancy & James F. Scott
5011 Dove Court
Bettendorf, Iowa 52722

Protest Petition
Property Within Protest Rate Boundary

January 14, 2021

To Whom It May Concern,

This letter is to serve as a written protest to the rezoning of the land on 4607 E 53rd. St. Davenport (Case REZ20-09). My husband and I own property at 2115 Hawk Dr. Bettendorf, IA which is within 200 feet of the property under consideration. We strongly object to the rezoning from R4 to R-MF, as we feel this would negatively impact our neighborhood and home values. We are also concerned about the amount of additional vehicular traffic on Hawk Dr. if it becomes an access street to the new townhomes as proposed.

We hope that you will take our concerns, as well as our neighbors', into consideration during the rezoning process.

Sincerely,

Marie Burton

Eric Burton

Marie and Eric Burton

2115 Hawk Dr.

Bettendorf, IA 52722

Protest Petition
Property Within Protest Rate Boundary

Subject: 38 acers of Foster Land on 53rd.

To the City of Davenport

Russell Construction's request to rezone the land from R-4 to R-MF would be far too much for the schools to handle with all the children moving in and it would also decrease the value of our homes on 49th CT. in Davenport.

Russell Construction's greed will only hurt the city and our home values.

Please consider the home owners affected by this decision and rule in our favor to not allow them to rezone the land.

Thank You. Douglas E Andersen
4658 East 49th CT
Davenport Ia. 52807

Protest Petition
Property Within Protest Rate Boundary

To Whom It May Concern:

My name is Kelly Cypher and I live at 4721 E 49th Ave Davenport, IA 52807. I have recently been notified about the proposed rezoning of 4607 E 53rd St Davenport, IA 52807, the property across the street from my home. I must voice my strong opposition to this rezoning as I bought my current home since it was not near any apartments, condominiums or town homes. This rezoning will decrease our property values and increase traffic and noise in our neighborhood which is one of the main reasons we purchased our home here, those are not current issues in this area. Please take into consideration all the homeowners, including myself and my family, near this property that object the rezoning of case # REZ20-09.

Thank you for your time,

Kelly Cypher

Protest Petition
Property Within Protest Rate Boundary

Matt,

I would be in protest of the proposed rezone. I own a property at 4750 E. 49th Ave. that touches the south end.

After attending the January 7th public meeting property owners raised solid arguments and concerns. I have practiced real estate sales and brokerage in Davenport for 40 years, statements made about property value reduction are "valid".

If the zoning on this property was decades old or zoned "ag" a change makes sense. The current zoning is only 3 years old. Several neighbors made purchase decisions based on the 2018 zoning change.

It is unfair to "move the goalposts" on the neighborhood.

The development should fit the zoning, not the other way around.

Kevin Dolan mentioned at the public meeting the ground was extremely expensive so the proposed development plan was needed to cover the costs. Why should property owners be damaged so Sophie Foster obtains a premium over market value.

She has been trying to sell the ground for 15 years. If it was "market priced" it would of sold in one year.

Enforce the current zoning without modification.

Please share this E-mail with the P&Z commission and or city council.

Regards,

W. T. Grampp

W. T. Grampp

Protest Petition
Property Within Protest Rate Boundary

FORMAL PROTEST

Name: Steve + Jan Slade

Address: 4956 Dove Ct Bettendorf IA 52722

I am filing this formal protest with the Planning and Zoning Commission and City Council of the City of Davenport, Iowa. I **object** to the rezoning of 4607 E. 53rd St. (Case REZ20-09).

Other comments (optional): _____

Signature: Jan Slade

Date: 1/25/21

Mail signed document to: Planning Division, 1200 E. 46th St., Davenport, IA 52807

Or Email signed document to: planning@davenportiowa.com

Protest Petition
Property Within Protest Rate Boundary

This is James Long @ 4996 dove ct. Bettendorf Iowa. I object to the rezoning of 4607 east 53rd street [case rez20-09].This land should be zoned the same as the land(with houses)on its three sides.

James A. Long

Protest Petition
Property Within Protest Rate Boundary

18 January 2021

To: City Of Davenport
Planning Division
1200 E. 46th St.
Davenport, IA 52807

Subject: Rezoning Of Sophie Foster Property
4607 E. 53rd St.
Davenport, IA

This letter is presented in opposition to the rezoning of the above listed property. Based on the proposed use of this property by S.J. Russell, L.C. major concerns are:

a. There are only two entrances/exits for the residential portion of this property. Rezoning as requested for multi-family dwellings and 56 single family dwellings will severely overload the residential streets of Hawk Drive and Eastbury Estates Drive.
b. The Bettendorf elementary neighborhood school will be adversely affected with the potential substantial increase in children.
c. There is concern for excessive water run-off due to the increased number of buildings being suggested for this property. Today there is a large of amount of water run-off and pooling in the low areas on the east side of this area is substantial.

Sincerely,

Rebecca & Dan Stansberry

Rebecca & Dan Stansberry
5120 Dove Ct.
Bettendorf, IA 52722

Protest Petition
Property Within Protest Rate Boundary

FORMAL PROTEST

Name: Beth and Jared Van Middlesworth
Address: 5148 Dove Ct
Bettendorf, IA 52722

City of Davenport Planning and Zoning,
Subject: **OBJECTION** to the rezoning of 4607 E. 53rd St. (Case REZ20-09)
Reference Property: 4607 E. 53rd St. (Case REZ20-09)

I would like to formally **object** to rezoning of 4607 E. 53rd St. (Case REZ20-09). We have many concerns with the development of this property, which is adjacent to my property. The following are my concerns.

Residential/Multi Family Concerns (R-MF)

- Traffic from single family homes.
    - Having the families exiting and entering the new neighborhood through Hawk Drive and Eastberry Estates poses many issues.

      The largest, and most concerning is safety. There are many families with children in the area, any additional traffic only increases the risk of accidents.

      Another major concern is maintenance. With the addition of the 100+ cars a day there will be additional wear and tear on the streets in Bettendorf. Who is going to pay for the additional maintenance that is required?
- Traffic from the Multi Family Rental Properties
    - How is the additional traffic on 53rd going to be addressed? It is already congested and adding 120+ homes will only make it worse.
- Height of the Multi Family Rental Properties
    - The R-MF zoning allows for building up to 70 feet tall. This does not fit the area and would be a big deterrent to owning a home adjacent to these structures. I feel a height restriction of 25-30 ft (2-story) exposed building would be appropriate for the area.
- Light Pollution from Multi family parking lots
    - I understand the builders will be required to follow the codes, with lighting levels of <1 fc at the lot line, but this does not address the direct site of the light fixtures themselves.

Commercial (C-2)

- Type of uses being proposed, Retail and Restaurants (bars), for the commercial zoned areas is less than desirable for many reasons.
    - Additional traffic. In addition to the traffic single family homes, the additional traffic to the stores and restaurants will only cause more traffic issues. How is this being addressed?
    - Noise. If restaurants and bars are going to be built there will be outdoor seating and the possibility of live, or played, music that will disrupt the surrounding area. If these types of businesses are going to be built, I feel limitations on outdoor seating and limitations on sound levels should be included in the zoning.
- Light Pollution from parking lots
    - I understand the builders will be required to follow the codes, with lighting levels of <1 fc at the lot line, but this does not address the direct site of the light fixtures themselves.

Thank you,

Jared Van Middlesworth

Protest Petition
Property Within Protest Rate Boundary

18 January 2021

City Of Davenport
Planning Division
1200 E. 46th St.
Davenport, IA 52807

Subject: Rezoning Of Sophie Foster Property 4607 E. 53rd St. Davenport, IA

This letter is presented in opposition to the rezoning of the above listed property. Based on the proposed use of this property by S.J. Russell, L.C. major concerns are:

- It seems to me that when both sides, that is the east and west sides of the property adjacent to 4607 East 53rd Street were being developed, adequate traffic flow onto the streets surrounding that property and the safety issues regarding vehicle congestion in those residential streets were a part of the planning process. In the proposed plan there seems to be no regard for those residents who own property on Hawk Drive and Eastbury Drive in terms of the new traffic flowing into those single family home residential areas. I believe this proposal will create a serious safety issue for the current residents.

- It seems to me that the school system in Bettendorf, specifically Paul Norton Elementary, has enrollment challenges due to the current population of residents in the area. I believe adding more family housing into the area will create more problems for current residents.

Thank you for your consideration,

Jon Wilson
5153 Dove Ct.
Bettendorf, IA 52722

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Jimmie Clifford

Address: 4530 E 49th Ct, Davenport, IA

Signature: Jimmie D Clifford

Protest Petition
Property Within Protest Rate Boundary

1-18-21

I object to the rezoning of 4607 E. 53rd St.

Sara Husser

Sara Husser

4550 E 49 Ct. Dav

Protest Petition
Property Within Protest Rate Boundary

David Cleveland
5037 Hamilton Dr.
Davenport IA 52807

I object to the rezoning proposed at

4607 E. 53rd Street
Davenport IA 52807

David Cleveland

Protest Petition
Property Within Protest Rate Boundary

FORMAL PROTEST

Name: Lowell Horton

Address: 5056 Dove Ct Bettendorf

I am filing this formal protest with the Planning and Zoning Commission and City Council of the City of Davenport, Iowa. I **object** to the rezoning of 4607 E. 53rd St. (Case REZ20-09).

Other comments (optional):

Property values will go down.
No close schools
Traffic problems on 53rd st.

Signature: Lowell T Horton

Date: 1/27/2021

Mail signed document to: Planning Division, 1200 E. 46th St., Davenport, IA 52807

Or Email signed document to: planning@davenportiowa.com

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: D James Powell

Address: 5078 Dove Ct Bettendorf 52722

Signature: D James Powell

Protest Petition
Property Within Protest Rate Boundary

Formal Protest REZ20-09

We, David and Julie Sheets, who own the property located at

5105 Hamilton Court

Davenport, Iowa 52807

Hereby protest the proposed REZ20-09 (property at 4607 E. 53rd St)

Signed: David Sheets Julie Sheets

Date: 1/26/21

Protest Petition
Property Within Protest Rate Boundary

January 19, 2021

To: Planning and Zoning Committee

This is Jim and Cathy Hettrick and we live at 5166 Dove Court, Bettendorf. We are addressing you regarding the property at 4607 53rd Street, Davenport, Case REZ20-09.

We are objecting to the proposed zoning changes. In fact, we are asking you to rezone the property to be used in a more satisfactory way.

This property abuts my home and with the proposed changes, we will have commercial businesses in our back yard. We do not see this as acceptable. We propose that rather than having two (2) rows of land zoned for commercial (C-2), that there should only be one (1) row, at half of the depth currently zoned. This would mitigate ourselves and most of our neighbors from having the lights and traffic bothering us at all hours of the day and night.

The proposed landscaping is definitely not acceptable. It would not buffer anything. The wet detention would attract disease carrying insects, specifically mosquitos. This would adversely affect our home and our neighborhood.

Having so many multi-family homes would also adversely affect the neighborhood. It would cause a great deal of noise and congestion. It is already difficult to get out on 53rd as it is, by adding so many more multi-family units, it would be untenable.

We would suggest that you limit it to detached single family homes, which would be consistent with how this neighborhood has developed and thrived. It would provide single family housing which is so needed right now. At this point in time, it is nearly impossible to find a detached single family home available, they sell as quickly as they are put on the market.

Again, we ask you to vote no.

Thank you for your time,

Jim Hettrick Cathy Hettrick

Jim and Cathy Hettrick
5166 Dove Court
Bettendorf, Iowa 52722

(563) 650-4818

Protest Petition
Property Within Protest Rate Boundary

John and Janelle Haines
5121 Hamilton Court
Davenport, IA 52807
2/04/2021

Planning Division
1200 E 46th Street
Davenport, IA 52807

Dear Planning Division:

We are homeowners at the above address and our backyard backs up to the property at 4607 E 53rd Street (Case REZ20-09). We strongly believe the proposed development and planned rezoning will negatively affect our home value and quality of life in this location. This is our written objection to the rezoning.

Sincerely,

John and Janelle Haines

Protest Petition
Property Within Protest Rate Boundary

February 11, 2021

To: The City of Davenport - Planning Division
Davenport Public Works
1200 East 46th Street
Davenport, IA 52807

From: Brad and Ann Cook
4637 East 49th Court
Davenport, IA 52807

We object to the rezoning of 4607 East 53rd Street, Davenport, IA. Case #REZ20-09.

Signed,

Brad Cook

Ann Cook

Protest Petition
Property Within Protest Rate Boundary

Public Comment
Property Outside Protest Rate Boundary

City of Davenport, Iowa

February 6, 2021

Formal Rezoning Protest

Carl and Kathy Anderson

4759 E. 48th Place

Davenport, Iowa 52807

We object to the rezoning of 4607 E 53rd Street

Case #REZ20-09

Carl Anderson 2/9/2021

Kathy (Dean) Anderson 2/9/2021

Public Comment
Property Outside Protest Rate Boundary

Berkley, Laura

From: Doug Andersen <doog_78@yahoo.com>
Sent: Thursday, January 21, 2021 9:29 PM
To: Planning
Subject: [EXT] 38 acers of Foster land on 53rd.

To the City of Davenport:

Russell Construction's request to rezone the land from R-4 to R-MF would be far too much for the schools to handle with all the children moving in and it would also decrease the value of our homes on 49th CT, Davenport.

Russell Construction's greed will only hurt the city and our home values.

Please consider the Home Owners affected by this decision and rule in our favor to not allow them to rezone the land.

Thank you. .Doug Andersen

Public Comment
Property Outside Protest Rate Boundary

City of Davenport, Iowa

2/9/2021

Formal Rezoning Protest

Thomas V. & Erin Mueller

4632 East 48th Place

Davenport, IA 52807

We object to the rezoning of 4607 East 53rd Street

Case # REZ20-09

Thomas V. Mueller

Signature

2/9/21

Date

Erin Mueller

Signature

2/9/21

Date

Public Comment
Property Outside Protest Rate Boundary

City of Davenport, Iowa 2/9/2021

Formal Rezoning Protest

Dan and Bridget Knight

4720 East 48th Place

Davenport, IA 52807

We object to the rezoning of 4607 East 53rd Street

Case # REZ20-09

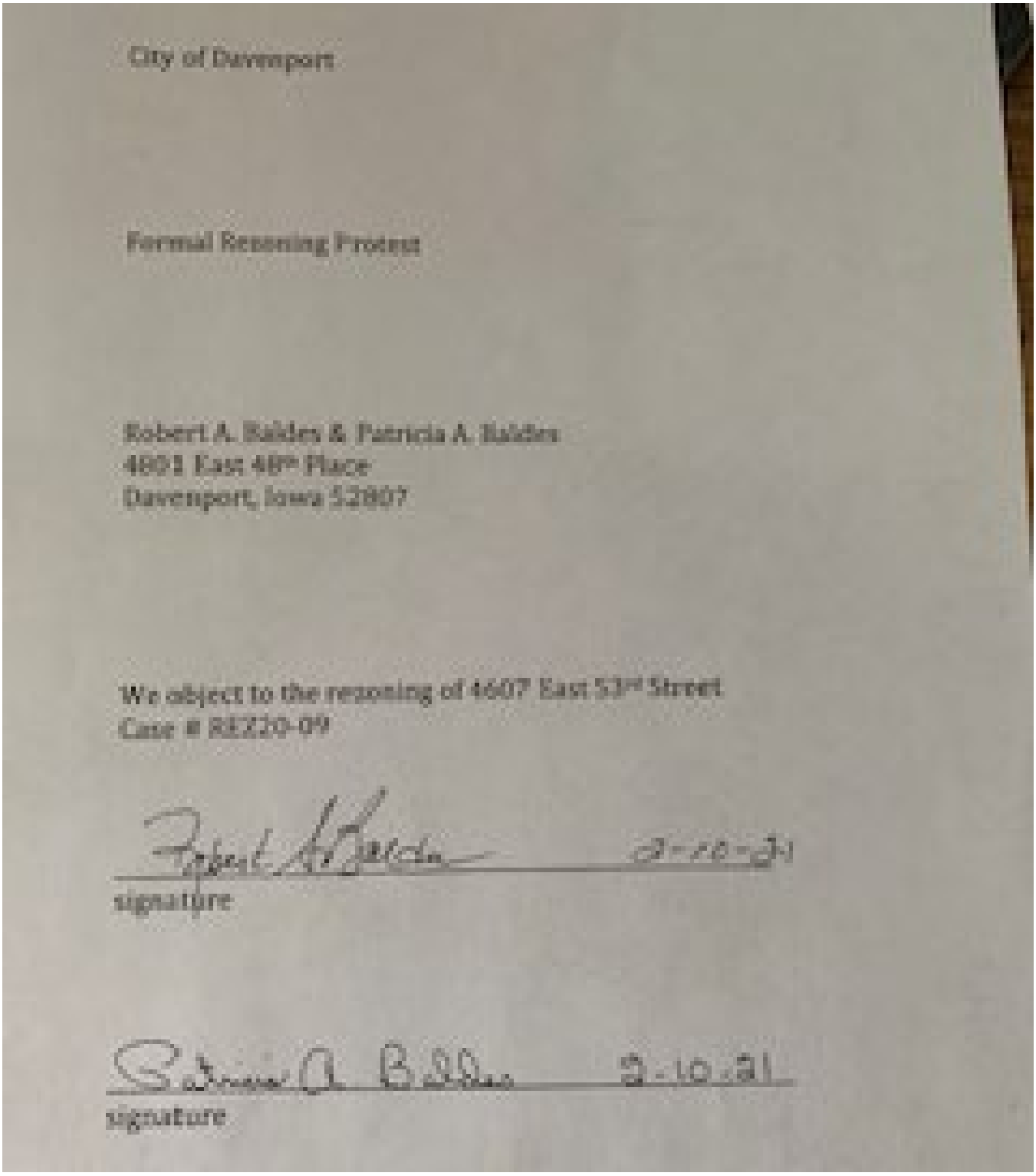
DanKnight 2-9-21

Signature Date

Bridget Knight 2-9-21

Signature Date

Public Comment
Property Outside Protest Rate Boundary



City of Davenport

Formal Rezoning Protest

Robert A. Baldes & Patricia A. Baldes
4801 East 48th Place
Davenport, Iowa 52807

We object to the rezoning of 4607 East 53rd Street
Case # REZ20-09

signature 3-10-21

signature 3-10-21

Robert A Baldes and Patricia A. Baldes
4801 East 48th Place
Davenport, Iowa 52807

We object to the rezoning of 4607 East 53rd Street
Case # REZ20-09

Public Comment
Property Outside Protest Rate Boundary

TO: City of Davenport - Planning Division
Davenport Public Works
1200 E. 46th Street
Davenport, IA 52807

FROM: Sharon Kendall Dunn
4704 E. 48th Place
Davenport, IA 52807

RE: Case #REZ20-09 / 4607 E. 53rd Street - OBJECTION

I strenuously object to case #REZ20-09 / 4607 E. 53rd Street proposed development for a variety of reasons.

We are the original owners of our home located on the corner of Eastbury Estates and E. 48th Place. We moved from our home in Bettendorf to our current Davenport location in 1998 to be within walking distance of Paul Norton Elementary School. We have happily raised three kids here. The neighborhood is once again thriving with young families who also see the value of living in a well-maintained neighborhood with close proximity to great schools.

However, traffic concerns have increasingly become an issue as drivers have discovered they can avoid Utica Ridge and 18th Street traffic and lights by cutting through our neighborhood to connect to Crow Creek or 18th Street. Eastbury Estates is already heavily traveled with school traffic alone. Many drivers disregard the stop sign at Eastbury & E. 48th Place completely, some slow down slightly before going through, and some choose to obey the stop sign. Excessive speed is continuously an issue and the stop sign only provides some improvement to the speeding issue.

We pay a considerable amount in Davenport property taxes and pay Bettendorf school taxes but appear to receive minimal attention from Davenport regarding city services.

The current traffic pattern, disobeying the stop sign and speed already create dangers to the young families in our neighborhood. Extending a north-south public street by extending Eastbury Estates to Lakeview Parkway is therefore a tremendously bad idea and could be detrimental to the well-being of the young families here so close to Paul Norton Elementary School.

Furthermore, when we moved here in 1998, we were told the land north of us would be developed with only single-family homes near the south edge of Sophie Foster's property and the northern section would be commercially developed. We were ok with this plan. We are not ok with the impact of high-density, 175+ townhouses towering 35 feet high, visibly near our single-family homes. I would be surprised if the local schools could even accommodate this high volume. I am interested in learning more about how the high-density dwellings and commercial development will impact stormwater runoff as well. Eastbury Estates, like many Davenport streets are fighting for limited city services and this development will only burden theses services more.

We disapprove any concept that creates a north-south throughfare that will divert Utica Ridge, 18th Street and 53rd Street traffic through the heart of our neighborhood.

My suggestions for this proposal include: Access to/from the development is ONLY from 53rd Street – NO north/south Eastbury connection to Lakeview Parkway; limit dwellings to single-level duplexes; significantly decrease the volume of dwellings; and consider a greenspace on the southern portion of the property to provide a greater setback buffer to the neighborhood.

Thank you for your consideration.

Signature Sharon Kendall Dunn Date: 2.11.21

DocuSign Envelope ID: CDC44E4F-6540-4B08-A432-CC653B833C70

Public Comment
Property Outside Protest Rate Boundary

To: City of Davenport

Planning Division at the Public Works Building

1200 E 46th Street

Davenport, IA 52807

From: Cory Horsman

4653 E 48th Place

Davenport, IA 52807

I object to the rezoning of 4607 E 53rd Street

(Case #REZ20-09)

Until this year, my Wife and I were paying over $10,500.00 per year in property taxes. When it snows, our street is one of the last ones to get plowed. When it does get plowed, it is done very poorly. A few weeks ago, I had to push our neighborhood mail delivery vehicle out of an icy rut by hand. We also have a stop sign at the intersection of Eastbury Estates and E 48th Place that stops the traffic on Eastbury Estates running North and South. This stop sign is the most ignored traffic signal I have ever seen. In the 5 years we have lived in our home, I have seen Davenport Police in our neighborhood twice, and one of those times was when I called them for a noise complaint.

A few years ago, my vehicle was broken into, and some personal items were stolen. I called to have an officer arrive so I could file a police report. I waited for two hours (while I was supposed to be at work) and nobody ever showed up.

My point here, is that before you expand the City, make sure you are taking care of what you are already responsible for.

DocuSigned by:
Cory Horsman 2/11/2021
9F31D150339F48F...

Cory Horsman

Public Comment
Property Outside Protest Rate Boundary

February 13, 2021

To: City of Davenport
Planning Division at the Public Works Building
Davenport, IA 52807

From: Rob & Becky Willey
4620 E 48th Place
Davenport, IA 52807

I object to the rezoning of 4607 E 53rd Street
[Case#REZ20-09]

We have lived in the neighborhood for over 15 years. Eastbury Estates is already a road which is traveled by too many cars who are going too fast. We have many children on the cul-de-sacs that play and walk to school. It would be very dangerous. Please reconsider.

Robert L. Willey

Rebecca L. Willey

Public Comment
Property Outside Protest Rate Boundary

To: City of Davenport
Planning Division at the Public Works Building
1200 E 46th Street
Davenport, IA 52807

From: Joseph Reichwein
4648 E 48th Pl
Davenport, IA 52807

I object to the rezoning of 4607 E 53rd Street Case# REZ20-09

Hello,

My wife Nicole and I searched for our forever home for a whole year with one thing at the top of the list, it had to be in a cul-de-sac. Why is this you ask? Well, we moved from the corner of Harmony and Olympia Drive where hundreds of cars sped by daily taking Olympia Drive as a short cut between Spruce Hills and Middle Road. We learned quickly that location wasn't the best to raise our children. Please ask the City of Bettendorf how many times they're called to that area because of the speed these vehicles drive down this road. I did read they already declined making Hawk Drive a thru street.

In our end of the street alone there are 11 children under the age of 16 who can safely play outside because of the low amount of traffic. If Eastbury Estates opens to the heavily used 53rd Street, it's going to turn into another short cut like the one I mentioned above in Bettendorf. I know you counted the traffic off our street, did you count the traffic down 18th and Utica? How much of that traffic will divert down Eastbury if you turn it into a thru street? I hope you're not only thinking about the extra tax money coming in for whatever project you plan on building off 53rd. Think about the people who are already paying it? Our property taxes alone are over $6000/year and we receive almost no return on our investment because of it. Our roads are the last to be plowed and when they do it's very poorly done. When the storm in April hit the neighbors and I ended up chipping in to rent a dump trailer after the dead limbs were sitting in front of our house for over a month. I've seen a police vehicle drive through our neighborhood one time in the 8 years we lived here. We should be holding a meeting with you folks on lowering our property taxes. We're certainly not getting what we pay for!

I missed the meeting this week because I was in a work meeting and I'll be out of town on the next one. Please feel free to call or email if you have any questions and please consider all the people this is affecting in our quiet little neighborhood. I guarantee everyone in the area will be against this. You wouldn't want this rezoning to happen if your family lived here.

Joseph Reichwein

Public Comment
Property Outside Protest Rate Boundary

City of Davenport, Iowa 2/9/2021

Formal Rezoning Protest

Joseph & Nicole Reichwein
4648 East 48th Place
Davenport, IA 52807

We object to the rezoning of 4607 East 53rd Street
Case # REZ20-09

Signature 2/9/21
Date

Signature 2/9/2021
Date

To: The City of Davenport
Planning Division
1200 E 46th Street
Davenport, IA 52807

From: Mr and Mrs Andrew and Julia Galvan
4649 E 49th Ct
Davenport, IA 52807

We object to the rezoning of 4607 E 53rd Street, Davenport, IA. Case #REZ20-09

The number of units and the volume of traffic will be far too much for this area, and will negatively impact the neighborhood.

- The traffic out to 53rd street will create a dangerous hazard within the neighborhood.
- The additional population burden on the area will make an already busy location unbearable in the schools and services
- The additional units will more than double the current units in the surrounding area, destroying any consistency and character in the neighborhood

Well spaced single family homes would be much better absorbed into existing capacity.

Signed,

12-Feb-21
Andrew Galvan

12-Feb 21
Julia Galvan

Protest Petition
Property Within Protest Rate Boundary

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **2/24/2021**

Subject:
Second Consideration: Ordinance for Case REZ20-08 being the request of MCC Iowa LLC on behalf of MM Development LLC to rezone 5000 Grand Avenue from R-MF Multi-Family Residential District to I-1 Light Industrial District to allow for construction of a communications building to house and operate electronics and fiber optic cables. [Ward 7]

Recommendation:
Adopt the Ordinance.

Background:
The Plan and Zoning Commission considered Case REZ20-08 at its January 19, 2021 meeting and voted to forward the request to City Council with a recommendation for approval.

The Commission vote was 10 yes, 0 no, and 0 abstention.

Findings:

1. The proposed I-1 Light Industrial District is compatible with the zoning of nearby property.
2. The established neighborhood character is primarily industrial to the north and east of the subject property. To the south, there is an apartment complex and several smaller scale multi-family residential developments. The proposed low intensity use of the site will serve as a transition between industrial and residential properties.
3. Rezoning the property to I-1 Light Industrial District does not create any nonconformities.

Consideration:
The City Council is requested to pass a resolution amending the Future Land Use Designation from Residential General (RG) to Industry (I).

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Backup Material	Zoning Analysis
🗋	Backup Material	Zoning Map
🗋	Backup Material	Land Use Map
🗋	Backup Material	Site Photos
🗋	Backup Material	Application
🗋	Backup Material	Concept Plan
🗋	Backup Material	Public Hearing Notice-Committee of the Whole
🗋	Backup Material	Quad City Times Public Hearing Notice
🗋	Backup Material	Public Hearing Notice-Plan and Zoning Commission

REVIEWERS:

Department	Reviewer	Action	Date

Community Planning & Economic Development	Werderitch, Matt	Approved	1/26/2021 - 4:24 PM

ORDINANCE NO. _____

ORDINANCE for Case REZ20-08 being the request of MCC Iowa LLC on behalf of MM Development LLC to rezone 5000 Grand Avenue from R-MF Multi-Family Residential District to I-1 Light Industrial District to allow for construction of a communications building to house and operate electronics and fiber optic cables.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned to "I-1, Light Industrial District."

Lot 5 of Lyngholm Park 8th Addition to the City of Davenport, Iowa.

Section 2. That the following findings and conditions are hereby imposed upon said rezoning:

Findings:

1. The proposed I-1 Light Industrial District is compatible with the zoning of nearby property.
2. The established neighborhood character is primarily industrial to the north and east of the subject property. To the south, there is an apartment complex and several smaller scale multi-family residential developments. The proposed low intensity use of the site will serve as a transition between industrial and residential properties.
3. Rezoning the property to I-1 Light Industrial District does not create any nonconformities.

Condition:
The City Council is requested to pass a resolution amending the Future Land Use Designation from Residential General (RG) to Industry (I).

Section 3. At its January 19, 2021 meeting, the Plan and Zoning Commission voted to forward the case to the City Council with a recommendation for approval.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Zoning Analysis
Development and Neighborhood Services Department

Case REZ20-08: The request of MCC Iowa LLC on behalf of MM Development LLC to rezone 5000 Grand Avenue from R-MF Multi-Family Residential District to I-1 Light Industrial District to allow for construction of a communications building to house and operate electronics and fiber optic cables. [Ward 7]

Comprehensive Plan:

1. Within Existing Urban Service Area: Yes
2. Within Urban Service Area 2035: Yes

Future Land Use Designations:
The property is designated Residential General (RG) in the Davenport +2035 Land Use Plan. The Future Land Use Designation would need to be amended to Industry (I) through the adoption of a resolution by City Council.

1. **Residential General (RG)** – Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.
2. **Industry (I)** – Designates areas devoted to manufacturing, assembly/fabrication, warehousing and distribution, research and technological innovation centers, and associated commercial/office uses developed at a scale as to warrant access to good transportation networks and separation or buffering from residential uses.

Zoning:
The property is currently zoned R-MF Multi-Family Residential Zoning District. This district is intended to accommodate a high-density neighborhood environment characterized by a mixture of housing types including semi-detached dwellings, two-family dwellings, townhomes and multi-family dwellings. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-MF District.

The applicant is requesting a rezoning of the property to I-1 Light Industrial Zoning District. This district is intended to provide for a variety of light manufacturing, fabricating, processing, distributing, and warehousing uses. Light industrial uses are enclosed, low-intensity uses with minimal, if any, outside impacts.

Technical Review:
City Departments have reviewed the proposed Zoning Map Amendment Application. The applicant is required to install stormwater detention and water quality treatment if impervious area is over 5,000 square feet.

Public Input:
Letters were sent to property owners within 200 feet of the proposed request notifying them of the January 5, 2021 Plan and Zoning Commission Public Hearing.

To date, staff has not received any responses from adjacent property owners. No individuals from the public spoke at the Plan and Zoning Commission public hearing on January 5, 2021.
Notices of Public Hearings were published in the Quad City Times for both the January 5th and February 2nd public hearings.

Discussion:
The petitioner is requesting a rezoning to I-1 Light Industrial District to allow for construction of a communications building to house and operate electronics and fiber optic cables. The 1.09 acre lot is currently vacant. The property is located between multi-family development to the south and light industrial/service development to the north and east.

City Council approved Ordinance No. 2019-102 on March 27, 2019 to rezone the property from I-1 Light Industrial District to R-MF Multi-Family Residential District for the purpose of constructing apartment units. Development has not occurred on the property. The proposed rezoning to I-1 will reverse the 2019 City Council decision.

Why is a Zoning Map Amendment Required?
The Zoning Ordinance does not permit a communications facility in the R-MF district. The I-1 Light Industrial District identifies a communications building as a permitted light industrial use.

Approval Standards for Map Amendments (Chapter 17.14.040)
The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and Zoning Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

a. **The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.**

   Staff Response: The property is designated Residential General (RG) in the Davenport +2035 Land Use Plan. The proposed communications building is incompatible with the future land use category description, which is intended for neighborhoods that are mostly residential. Instead, the proposed low intensity industrial development fits the criteria for Industry (I).

   It is staff's opinion that a condition shall be placed on the Zoning Map Amendment requesting City Council to adopt a resolution amending the Future Land Use Designation from Residential General (RG) to Industry (I).

b. **The compatibility with the zoning of nearby property.**

   Staff Response: The subject property is located on the boundary between R-MF Multi-Family Residential District and I-1 Light Industrial District. The abutting properties to the north, east, and west are zoned I-1 Light Industrial District. The rezoning petition will serve as a continuation

of industrial property that extends east to the railroad tracks, between 53rd Street and 46th Street.

It is staff's opinion that the proposed amendment is compatible with the zoning of nearby property.

c. The compatibility with established neighborhood character.

Staff Response: The established neighborhood character is primarily industrial to the north and east of the subject property. To the south, there is an apartment complex and smaller scale multi-family residential developments near the intersection of Grand Avenue and East 46th Street. The low intensity use of the site will serve as a transition between industrial and residential properties.

It is staff's opinion that the proposed amendment is compatible with the established neighborhood character.

d. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

Staff Response: The proposed I-1 zoning is consistent with existing vicinity uses to the north, east, and west of the property. The proposed communications building will be a low intensity industrial development, which should not create any nuisances to the multi-family development directly south.

It is staff's opinion that the proposed zoning map amendment will develop in a manner that promotes the public health, safety, and welfare of the City.

e. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

Staff Response: Under the current Zoning Ordinance, the R-MF Multi-Family Residential Zoning District does not allow for a communications building that houses and operates electronics and fiber optic cables. The intended development of the property is considered an Industrial-Light use.

It is staff's opinion that the property is not suited for development of the proposed business under the existing R-MF Multi-Family Residential District.

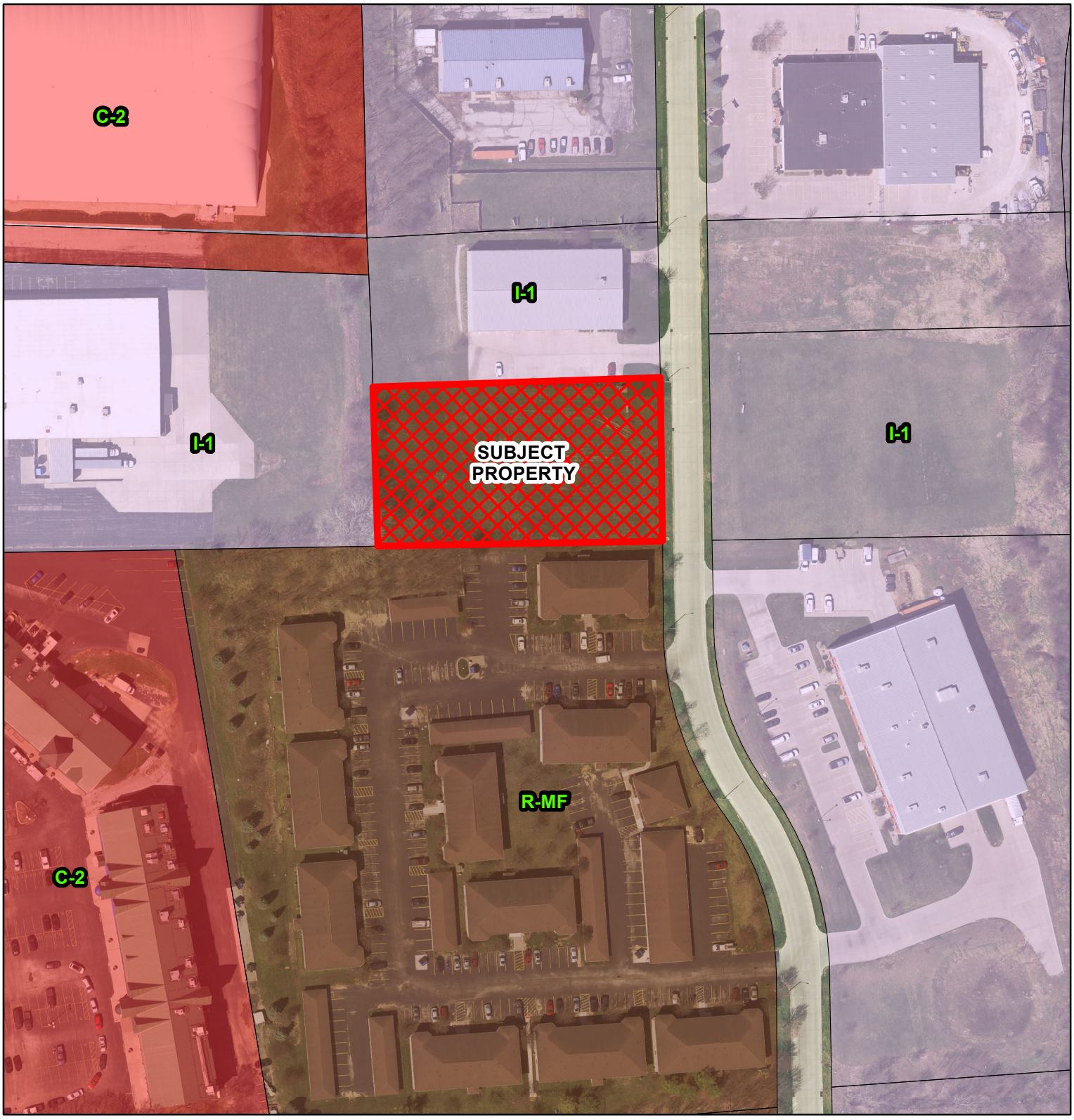
f. The extent to which the proposed amendment creates nonconformities.

Staff Response: The vacant 1.09 acre site satisfies the dimensional standards for the I-1 Light Industrial District.

It is staff's opinion that the proposed amendment will not create any nonconformities.

Zoning Map Amendment (Rezoning) Request

REZ20-08 5000 Grand Avenue



R-MF Multi-Family Residential District to I-1 Light Industrial District

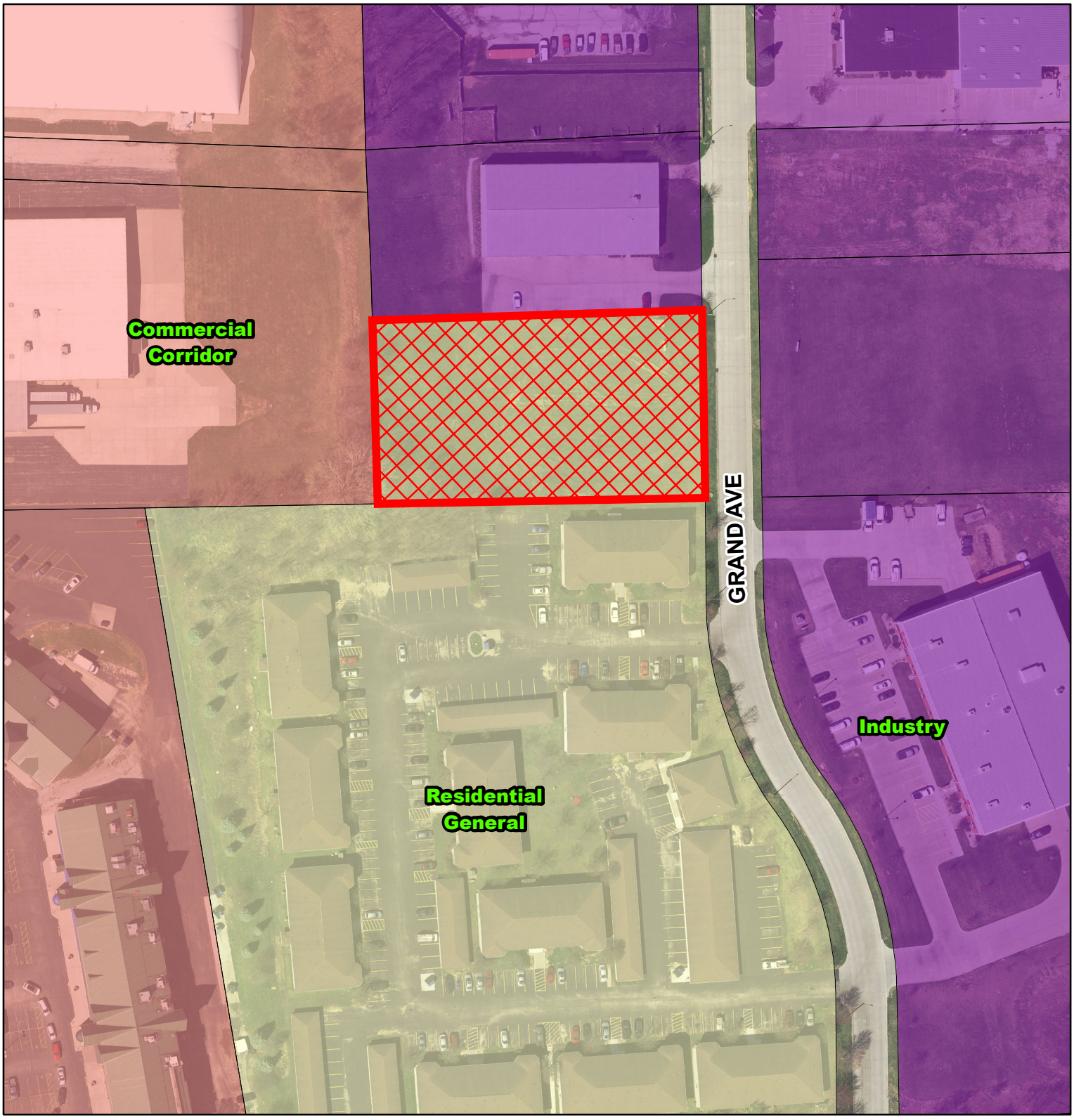
Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 50 100 200 300 400 Feet

N

Future Land Use Map (Davenport +2035)

REZ20-08 5000 Grand Avenue



General Residential to Industry

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 50 100 200 Feet

N

Zoning Map Amendment (Rezoning) Request

REZ 20-08 5000 Grand Avenue

Complete application can be emailed to planning@ci.davenport.ia.us

Property Address* Lyngholm Park 8th addition Lot:005 Parcel #P1210-01F
***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)**

Name:	Dan Parchert
Company:	MCC Iowa LLC Mediacom
Address:	3900 26th Ave
City/State/Zip:	Moline, IL 61265
Phone:	309-743-4870
Email:	dparchert@mediacomcc.com

Owner (if different from Applicant)

Name:	Rocco B Commisso
Company:	MCC Iowa LLC Mediacom
Address:	1 Mediacom way
City/State/Zip	Mediacom Park, NY 10918
Phone:	845-443-2600
Email:	rcommisso@mediacomcc.com

Engineer (if applicable)

Name:	
Company:	
Address:	
City/State/Zip	
Phone:	
Email:	

Architect (if applicable)

Name:	
Company	
Address:	
City/State/Zip:	
Phone:	
Email:	

Attorney (if applicable)

Name:	Bruce J Gluckman
Company:	MCC Iowa LLC Mediacom
Address:	1 Mediacom Way
City/State/Zip:	Mediacom Park, NY 10918
Phone:	845-443-2600
Email:	bgluckman@mediacomcc.com

Application Form Type:

Plan and Zoning Commission
- Zoning Map Amendment (Rezoning) ☑
- Planned Unit Development ☐
- Zoning Ordinance Text Amendment ☐
- Right-of-way or Easement Vacation ☐
- Voluntary Annexation ☐

Zoning Board of Adjustment
- Zoning Appeal ☐
- Special Use ☐
- Hardship Variance ☐

Design Review Board
- Design Approval ☐
- Demolition Request in the Downtown ☐
- Demolition Request in the Village of East Davenport ☐

Historic Preservation Commission
- Certificate of Appropriateness ☐
- Landmark Nomination ☐
- Demolition Request ☐

Administrative
- Administrative Exception ☐
- Health Services and Congregate Living Permit ☐

****If the applicant is different from the property owner, please submit an authorization form or an accepted contract for purchase.**

Request:

Existing Zoning: R-MF

Proposed Zoning Map Amendment: Industrial

Purpose of the Request:

To allow for construction of a communications building to house and operate electronics and fiber optic cables

Total Land Area: 1.09 Acres

Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: ☐ Yes ☑ No

Submittal Requirements:

- The completed application form.
- Recorded warranty deed or accepted contract for purchase.
- Authorization form, if applicable. If the property is owned by a business entity, please provide Articles of Incorporation.
- A legal description of the request if not easily described on the deed or contract for purchase.
- Required fee:
  Zoning Map Amendment is less than 1 acre - $400.
  Zoning Map Amendment is one acre but less than 10 acres - $750 plus $25/acre.
  Zoning Map Amendment is 10 acres or more - $1,000 plus $25/acre.
  $10.00 per sign; more than one sign may be required depending upon the area of the request.

Formal Procedure:

(1) Application:
- Prior to submission of the application, the applicant shall correspond with Planning staff to discuss the request, potential alternatives and the process.
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

(2) Plan and Zoning Commission public hearing:
- The City shall post notification sign(s) in advance of the public hearing. A minimum of one sign shall be required to face each public street if the property has frontage on that street. It is Planning staff's discretion to require the posting of additional signs. The purpose of the notification sign(s) is to make the public aware of the request.
- The applicant shall make a presentation regarding the request at a neighborhood meeting. The purpose of meeting is to offer an opportunity for both applicant and neighboring residents/property owners to share ideas, offer suggestions, and air concerns in advance of the formal public hearing process. Planning staff will coordinate meeting date, time, and location and send notices to surrounding property owners.
- The Plan and Zoning Commission will hold a public hearing on the request. Planning staff will send notices to surrounding property owners.

(3) Plan and Zoning Commission's consideration of the request:
- Planning staff will perform a technical review of the request and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will vote to provide its recommendation to the City Council.
- If the Plan and Zoning Commission recommends denial, the request may only be approved by a favorable 3/4 vote of the City Council.

Formal Procedure (continued):

(4) City Council's consideration of the request:

- The Committee of the Whole (COW) will hold a public hearing on the request. Planning staff will send a public hearing notice to surrounding property owners.
- If property owners representing 20% or more of the area within 200 feet of the exterior boundaries of the request submit a written protest, the request may only be approved by a favorable 3/4 vote of the City Council. For the purpose of the 20% protest rate, formal protests will be accepted until the public hearing is closed.
- The City Council will vote on the request. For a zoning map amendment to be approved three readings of the Ordinance are required; one reading at each Council Meeting. In order for the Ordinance to be valid it must be published. This generally occurs prior to the next City Council meeting.

Applicant: Dan Parchert Date: 12/10/2020

By typing your name, you acknowledge and agree to the aforementioned submittal requirements and formal procedure and that you must be present at scheduled meetings.

Received by: _____ Date: _____

Planning staff

Date of the Public Hearing: _____

Meetings are held in City Hall Council Chambers located at 226 West 4th Street, Davenport, Iowa.

DocuSign Envelope ID: 3FA66333-D596-4529-83F1-CB7E6FB640D1

Mediacom

LETTER OF AUTHORIZATION

I, Bruce J. Gluckman, do hereby declare and state under penalty of perjury as follows:

1. I am the Deputy General Counsel for MCC Iowa LLC, formed in the state of Delaware, with its headquarters located at 1 Mediacom Way Mediacom Park, NY 10918 (hereinafter "Mediacom").

2. I authorize Daniel Parchert, a Director of Engineering, to represent Mediacom in any and all proceedings and to sign documents on behalf of Mediacom that are presented to the Davenport Community and Economic Development Department in Davenport, Iowa, regarding a parcel of land on Grand Avenue between East 46th Street and 53rd Street. This authorization to run for one year from the date stated below.

12/9/2020 | 8:26 AM PST

DocuSigned by:
Bruce Gluckman
75187141E93D46A...

Date

Bruce J. Gluckman

State of New York
County of Orange

Subscribed and Sworn before me by Bruce J. Gluckman, who is personally known to me, and who executed the foregoing instrument as his free act and deed this 8th day of December 2020.

Notary Public

Lauren Predmore
Qualified in Orange County
State of New York
No: 1PR6334472
Commission exp. December 21, 2023

WRITTEN CONSENT
OF
THE MANAGING MEMBER
OF
MCC IOWA LLC

The undersigned, being the managing member of MCC Iowa LLC, a Delaware limited liability company (the "Company"), does hereby consent to the adoption of the following specified resolution and approves and adopts such resolution.

RESOLVED, that the following persons be, and each of them hereby is, elected and confirmed to serve in the following designated offices of the Company, to hold such offices until their successors are elected and qualify, or as otherwise provided in the Operating Agreement of the Company:

Rocco B. Commisso	Chief Executive Officer
Mark E. Stephan	Executive Vice President, Chief Financial Officer and Treasurer
John G. Pascarelli	Executive Vice President, Operations
Italia Commisso Weinand	Executive Vice President, Programming and Human Resources
Brian M. Walsh	Senior Vice President and Corporate Controller
Joseph E. Young	Senior Vice President, General Counsel and Secretary
Bruce J. Gluckman	Group Vice President and Deputy General Counsel, Legal Affairs and Assistant Secretary

MEDIACOM BROADBAND LLC

By: MEDIACOM COMMUNICATIONS CORPORATION,
Managing Member

By: _____
Mark E. Stephan,
Executive Vice President and Chief Financial Officer

Dated: AUG 11 2015

MLS #:	QC4214929	**St:** Active	**Cat:** CIE		**LP:** $115,000
County:	Scott	**Type:**	Land & Farm		**Virtually Staged?:**
Addr:	0 GRAND		AV		**Unit #:**
City:	Davenport		IA	**Zip Code:**	52807
Legal:					

Tot Bldg SqFt:	0	**Sale:**	Yes	**Lease:**	No
Office SqFt:		**Lease $/Mo:**		**Lease Type:**	
Avail SqFt:	0	**Lease $/SqFt:**		**Lease Renewal**	
Warehse		**Stories:**		**Lease $/SqFt Ann**	
CAM $/SqFt:		**Parking Spcs:**		**Subsqt Sale to Tenant:**	

Handicap Mod:		**# of Bldgs:**	0	**Year Built:**	**Udgrd Strg Tank:**
Apx Lot SqFt:		**# of Units:**		**Apx Acres:**	1.09 **Zoning:** R-MF
Agent Owned:	No	**Agent Rltd to Seller:**	No	**NDA:**	**100 yr Flood Pl:**

Unbranded V Tour

Branded V Tour

Directions: 53rd Street south on Grand Avenue

Annual Taxes: $4,540.00 /	**Exemptions:**		**Tax Incentive:**	**Projected Exp (IV):**
Parcel ID: P1210-01F				**Projected Inc (IV):**
# Dock Drs (I):	**# Rail Drs (I):**	**# Seats (R):**	**Sprinkler:**	**Sec Sys:**

Development land, great location between E 46th Street and 53rd Street east of Brady Street. Great opportunity to build in North Central Davenport.

FEATURES

Industrial / Office/ Retail /Multi-Family / Restaurant / Investment

LOCATION Suburban
FRONTAGE/ACCESS Paved 2Lane, City Street
SEWER SOURCE None
OWNERSHIP L.L.C.
TAX INCENTIVE None
POSSIBLE FINANCING None
WATER SUPPLY None
TYPE Land & Farm

Land and Farm

Land with a House

PROPERTY TYPE/USE Other Property Type /Use
LAND DESCRIPTION Level, Other Land Description
EASEMENTS/RESTR Unknown
UTILITIES ONSITE None
OPTIONS Option For Sale

Original Price: $115,000	**Concessions $**	**Days On Market:** 84
Sold Price:	**Sold Conc Info**	**Cumulative DOM:** 84
Closing Date:	**How Sold:**	
Agent Owned: N	**Agent Related to Seller:** N	**Agent is Designated Managing Broker:** Yes

This information is deemed reliable, but not guaranteed. Copyright: 2019 RMLS Alliance

AGREEMENT FOR SALE OF COMMERCIAL REAL ESTATE

THIS IS A BINDING REAL ESTATE CONTRACT

MCC Iowa, LLC
Purchaser

Purchaser TODD CURTIS, Chief V.P.

MM Development, LLC
Seller

Seller

1. **THIS "AGREEMENT" IS DATED:** November 18, 2020

Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate and any improvement thereon, commonly known as: 1.09 Acres on Grand Ave with a parcel # P1210-01F (see attached). and legally known as: _____(to be supplied by Seller's Attorney) situated in the County of Scott and the State of Iowa (the "Property"), for the sum of $ 100,000 (the "Purchase Price") to be paid as follows:

$2,000 EARNEST MONEY in the form of a check, which shall be deposited within 7 days after acceptance of this agreement and held in trust by Mel Foster Commercial Real Estate Trust and is part of the cash at closing. In the event any contingency is not met by the date contained in such contingency, including the completed subdivision of the lot into two parcels, one to be sold to Buyer and the other to be retained by Seller, -the Seller recognizes the earnest money will be returned to the Purchaser, upon agreement in writing by both parties, and this Agreement shall be void. Earnest money will not automatically be returned or paid to any party. In the event of any dispute as to the retention or return of the earnest money, the escrow agent shall only take such action with respect to the earnest money as agreed in writing by the parties, as ordered by a court of competent jurisdiction, or pursuant to Iowa Administrative Rule 193E – 13.1 or Illinois 225 ILCS 454/20-20. Seller and Purchaser agree to indemnify, defend and hold harmless Mel Foster Commercial Real Estate Services, L.L.C., or any other party acting as escrow agent, from and against any and all liabilities and claims arising out of duties as escrow agent hereunder.

$98,000 ADDITIONAL CASH PAYMENT, which shall be paid at time of closing.

$N/A BALANCE, to be obtained by Purchaser securing a _____loan commitment on the Property in the amount of not less than $_____. Purchaser agrees to apply immediately, to use all good faith diligence, and to fully cooperate in obtaining the loan. In the event, after using all good faith diligence, Purchaser is unable to obtain such a loan commitment upon terms and conditions satisfactory to Purchaser's sole satisfaction, within _____days from date hereof, the earnest money shall be refunded in full, and this Agreement shall be void.

INITIAL:

$N/A BALANCE, to be carried on (A.) _____ Contract for deed, or (B.) _____ A purchase-money mortgage, payable $_____, (_____% per annum), computed monthly, on the unpaid balance.

OTHER TERMS:_____

2. DUE DILIGENCE AND INSPECTIONS.

Unless otherwise stated in an addendum and/or rider attached hereto, and incorporated herein, this Agreement shall not be subject to the performance of due diligence and/or inspections by the Purchaser.

3. POSSESSION AND CLOSING (choose A or B)

X A. Possession on Closing:

(1) Seller shall deliver possession of the Property to Purchaser concurrently with the closing of this transaction, which shall be held on or before March 31, 2021.

_____B. Possession after closing:

(1) Closing shall be on or before _____ and Seller shall deliver possession of the property to Purchaser on or before _____ days after said closing.

(2) Per diem rent in the amount of $_____ shall be paid by Seller to Purchaser for each day the delivery of possession is beyond the date of closing, but under no circumstances shall the Seller be able to remain in possession more than _____days after closing.

C. Additional Provisions:

(1) Possession shall be deemed delivered when Seller has vacated the Property and delivered the keys to Purchaser or Purchaser's agent. In the case where the Seller does not physically occupy the Property and tenants are in place, possession shall be deemed delivered when the leases are assigned to Purchaser and any keys are delivered to Purchaser or Purchaser's agent.

(2) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise agreed to by the parties.

(3) If Seller shall fail for any reason whatsoever to vacate the Property after the above specified number of days, the Purchaser shall in addition to all other remedies have the right to commence any legal action or proceeding to evict and remove the Seller from the Property with Seller hereby agreeing to reimburse Purchaser for all reasonable

INITIAL: _____ _____

attorney fees and expenses incurred by the Purchaser in the enforcement of Purchaser's rights under this Agreement.

(4) In the event that closing does not occur on or before the date listed above, as a result of Purchaser's inability to close by such date, per diem liquidated damages in the amount of $____0____$ shall be paid by Purchaser to Seller, for each day the closing is delayed beyond the date of closing listed above.

(5) In the event that closing does not occur on or before the date listed above, as a result of Seller's inability to close by such date, per diem liquidated damages in the amount of $0 _____ shall be paid by Seller to Purchaser for each day the closing is delayed beyond the date of closing listed above.

4. EVIDENCE OF TITLE

Within fourteen (14) days of execution of this Agreement, Seller shall deliver (A.) __X____ An abstract of title, continued within thirty (30) days prior to closing or (B.) _____ A Commitment for Title Insurance issued by a title insurance company regularly doing business in the County where the Property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the Property. In the event that the Property is located in Iowa and Seller elects to provide a Commitment for Title Insurance, Seller shall also provide an abstract of title to Purchaser prior to closing. If title evidence discloses exceptions other than those permitted under the rules for examination for abstracts of title adopted by the County Bar Association in which the Property is located, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or any such exception, which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, Purchaser shall be entitled to a refund of the earnest money. Furnishing a title insurance commitment insuring over an exception shall constitute a cure of such exception.

5. CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

The parties agree to execute any transfer declarations or other documents required by the state, county or municipality in which the Property is located, as well as any documents required by the title insurance company in order to issue title insurance.

6. PRORATIONS AND ADJUSTMENTS

The following items shall be prorated at closing as of the date of delivery of possession:

A. Prorations

INITIAL: _____ _____

(1) Real estate taxes shall be prorated in accordance with standards adopted by the county bar association of the county where the real estate is located, which, in the absence of fraud, shall be final;

(2) Rent, if any, (with transfer in full of any security/damage deposit);

(3) Other income and operation expenses, if any.

B. Adjustments

Utility charges shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession, with all utilities to be transferred to Purchaser's name as of the date of closing.

7. ASSESSMENTS

Seller shall pay all special assessments, which are a lien on the Property as of the date of closing. Seller acknowledges that prior to the execution of this Agreement Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the Property. Tap on fees, if any, which exist for municipal services to the Property, shall be paid by the Purchaser.

8. FIXTURES AND PERSONAL PROPERTY

All fixtures presently installed on the Property including but not limited to; brackets and fixtures, all carpeting, electric light fixtures, bathroom fixtures and accessories, telephone lines, central heating and cooling units and attached equipment, all shrubs and trees, shall be left by Seller in or upon said Property exactly as they are as of the date of this Agreement, and shall be deemed a part of the Property and title thereto shall pass to Purchaser at closing. The following personal property shall be sold to Purchaser as part of the closing: None

Seller shall deliver a Bill of Sale to Purchaser at closing for same. The parties agree that $ 0 of the Purchase Price shall be allocated toward the purchase of said personal property.

9. CONDITION OF PROPERTY

The parties agree that the Purchase Price reflects the condition of the Property and personal property being purchased (if any) and Purchaser acknowledges that the Property, the improvements and personal property (if any) thereof have been inspected, and Purchaser is acquainted with the condition thereof and accepts the same in:

X A. "As-Is" Condition.

INITIAL: _____

_____ B. "As-Is" condition except Seller warrants the plumbing, heating and electrical systems to be in normal working condition on date of possession and further warrants_____. Written notice of breach of the warranty contained above must be served upon Seller, Seller's attorney, or Seller's agent within two (2) business days of the date of possession. Purchaser shall have the right to inspect the Property during the 48-hour period immediately prior to closing.

10. DEFAULT

If Purchaser fails to make any payment or to perform any obligation imposed upon Purchaser by this Agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the earnest money and any additional down payment as damages or may pursue any available legal remedy including specific performance. In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, earnest money and any additional down payment deposit shall be refunded to Purchaser without prejudicing the Purchaser's right to any available legal or equitable remedy including specific performance. In the event of default the defaulting party shall be liable to the other party for reasonable attorney fees, expenses incurred by reason of default, and the real estate brokerage fee.

11. CASUALTY CLAUSE

Seller shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. In the event all or a material part of the Property is damaged or destroyed prior to closing or possession, whichever first occurs, this Agreement shall terminate and be of no further force and effect, unless the Property can be restored to its present condition on or before the closing date. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the Property until title has passed to Purchaser or possession is delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage upon taking title to or possession of the Property, whichever occurs first.

12. EXPENSES OF TRANSFER

A. Seller shall pay:

(1) Broker's Commission;

(2) Cost of owner's title policy or the initial updating of the abstract(s) of title prior to closing, as necessary

(3) Revenue stamps and recording of any releases.

B. Purchaser shall pay:

(1) Recording fee for deed and mortgage;

INITIAL: _____

_____

(2) Cost of Purchaser's mortgage title insurance policy as required by mortgagee or the costs of re-continuing the abstract(s) of title post-closing.

Each party shall be responsible for their own attorney fees and customary closing costs for the County in which the Property is located. Closing costs do not include charges incident to the Purchaser's financing, and Purchaser shall pay such charges.

13. 1031 EXCHANGE

Purchaser agrees that it shall be an accommodation party, if requested by Seller, in a "1031 Starker Exchange," provided that Purchaser shall incur no additional cost with regard to said accommodation, shall not be required to take title to any property other than the Property, and said accommodation does not delay the closing of the transaction for the Property. Purchaser agrees to execute any and all documents necessary to effectuate such an exchange.

Seller agrees that it shall be an accommodation party, if requested by Purchaser, in a "1031 Starker Exchange," provided that Seller shall incur no additional cost with regard to said accommodation, shall not be required to take title to any property other than the Property, and said accommodation does not delay the closing of the transaction for the Property. Seller agrees to execute any and all documents necessary to effectuate such an exchange.

14. ESCROW

This Agreement will be closed through an escrow either with the (CHECK ONE) (A.)__X_____ Purchaser's attorney, (B.) _____ Title company selected by Purchaser's mortgage lender, or (C.) _____ Seller's attorney. The funds held in escrow shall be paid out upon recording of the necessary documents and the vesting of merchantable title of the Property in Purchaser.

15. REPRESENTATIONS OF SELLER

Seller hereby represents to Purchaser that, to the best of Seller's knowledge, the Property is not contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that Seller has not used the Property as a landfill or dumpsite, or for storage of hazardous substances, or has not otherwise done anything to contaminate the Property with hazardous wastes or substances. Seller warrants that the Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells or underground storage tanks, solid waste disposal sites, or hazardous wastes or substances. In the event Purchaser notifies Seller before closing that the representations and warranties set forth herein are untrue and such notice is accompanied by a report from an engineering company or environmental consultant with experience in evaluating such matter, then Purchaser,ove at its option, may terminate this Agreement, and the earnest money paid herein shall be returned to Purchaser. Any and all environmental information that Seller has, if any, shall be provided to Purchaser within seven (7) days of execution of this Agreement.

INITIAL: _____

_____

16. LEASES

As of the date of this Agreement, the Property is subject to the following leases: None _____. Prior to closing, Seller shall not enter into any new leases or agree to extend any existing leases without Purchaser's prior written consent. All leases shall be assigned to Purchaser at closing, along with all security/damage deposits associated therewith.

17. SELLER'S CONSENT TO ASSIGNMENT

This Agreement may not be assigned by Purchaser to any other person or entity without Seller's prior written consent, which shall not be unreasonably withheld.

18. NOTICES AND ELECTRONIC TRANSMISSION

All notices required pursuant to this Agreement shall be in writing and signed by the party or party's agent (an "agent" shall be any person or persons designed in writing as such by a party and any attorney representing said party) and shall be given to the other party or that party's agent by:

A. Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery;

B. By electronic transmission to the other party or that party's agent, in which case notice shall be effective on the date of the electronic transmission; or

C. Certified or registered mail, return receipt requested, and sent to the address of the party set forth below, which case notice shall be effective on the date of mailing.

If to Purchaser: Mediacom Attn: Todd Curtis
3900 26th Ave
Moline, Il 61201
Phone:

With copy to: Mel Foster Commercial Attn: Joe Wonio
3245 E 35th St Ct
Davenport, IA 52807
Phone: 563-370-8097

If to Seller: MM Development, LLC
1225 E River Dr, #320
Davenport, IA 52803
Phone:

With copy to: Mel Foster Commercial Attn: Thad DenHartog
3245 E 25th St Ct
Davenport, IA 52807
Phone:

INITIAL: _____

_____

Notice to any one party of a multiple person party shall be sufficient notice to all.

For the purpose of negotiating and finalizing this Agreement, any document transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered an original signature and such electronic document shall be considered to have the same binding legal effect as an original document.

19. GENERAL CONDITIONS

This Agreement shall be binding upon the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the state in which the Property is located. This Agreement contains the entire agreement of the parties and no representations, warranties, or agreements have been made by either party except as set forth herein. No modification, waiver, or amendment of the Agreement shall be effective unless made in writing and signed by the parties. All representations, warranties and covenants made by the parties shall survive closing. Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of this Agreement.

20. BROKER REPRESENTATIONS

It is understood that no representation made by the Broker or Salesperson in the negotiation of this Agreement are being relied upon unless incorporated herein in writing. Broker and Salesperson make no representations or warranties, either expressed or implied, as to the physical or mechanical condition of the Property, the improvements thereon, or any personal property being transferred.

21. BROKERS AS AGENTS

Parties acknowledge that agency disclosures have been made and signed prior to signing of this Agreement. The Broker, the Broker's agents, employees, and associates agree to respond to all questions of the parties accurately and honestly, to the best of their knowledge, and agree to disclose all material defects about which they have knowledge, but are not required to discover hidden defects in the Property or defects of which they have no knowledge or give advice on matters outside the scope of their real estate licenses.

22. AGENCY

Listing Agent: Thad DenHartog

Purchaser's Agent: Joe Wonio

Company: Mel Foster Commercial

Company: Mel Foster Commercial

A. An agency disclosure must be made at the time specific assistance is provided to Purchaser or Seller. By signing below, Purchaser and Seller confirm that prior informed written disclosure of agency representation was provided to them, that they understand said representation and that the disclosure was provided prior to signing. Purchaser and Seller acknowledge and agree that:

INITIAL: _____

_____

CHECK ONE:

__X__(1) The Listing Agent is representing the Seller and the Purchaser's Agent is representing the Purchaser.

_____(2) The Agent, who is both the Listing Agent and the Purchaser's Agent, is acting as a Dual Agent with full knowledge and prior consent of both parties.

____(3) The Purchaser's Agent is representing the Purchaser only.

_____(4) The Listing Agent is representing the Seller only.

B. Seller and Purchaser request that Mel Foster Commercial Real Estate Services, L.L.C. select, prepare, and complete documents allowed by law or rule, and may contact their client by telephonic or electronic communication.

Purchaser Date 10/18/2020 Seller Date 11-30-20

23. RIDERS

This Agreement is subject to the following riders: Condition Precedent Rider.

24. ACCEPTANCE

When accepted, this Agreement shall become a binding a contract for the sale and purchase of the Property. If this Agreement is not accepted and returned to Purchaser and/or Purchaser's agent by the Seller on or before ~~November 19, 2020~~ December 2, 2020 at 5:00 p.m., it shall become null and void and the earnest money shall be refunded to the Purchaser. This is a legally binding contract. If not understood, consult with legal counsel of your choice. Receipt of a copy of this Agreement is acknowledged by the parties hereto. This Agreement has been read and executed on the dates beside our signatures.

Executed by Purchaser:

MCC Texas, LLC

Purchaser 10/18/2020 Date

Executed by Seller:

Seller Alejandro Mayorga 11-30-20 Date

Purchaser Date

Seller Date

INITIAL:

This Agreement has been prepared by:

Joe Wonio
Agent

MEL FOSTER COMMERCIAL REAL ESTATE SERVICES, L.L.C.
3245 East 35th Street Court, Davenport, IA 52807
(563) 324-4488 /FAX (563) 344-5803

INITIAL: _____

_____

CONDITION PRECEDENT RIDER

This Condition Precedent Rider is a supplement to and made a part of the Agreement for Sale of Commercial Real Estate (the "Agreement") dated November 18, 2020, by and between MM Development, LLC, as "Seller" and Mediacom, as "Purchaser".

The Agreement is conditioned upon Purchaser having a due diligence period beginning upon full execution of the Agreement by both parties and ending **March 15, 2021** (the "Due Diligence Period") to: (i) perform any due diligence on, regarding, or of the Property it so chooses; (ii) to perform any inspections on or of the Property it so chooses (provided, however, that any entry unto the Property shall be approved in advance by Seller in each instance); (iii) to examine the condition of the Property; (iv) to examine any contracts affecting the Property; (v) to determine whether the Property and the purchase thereof fits within Purchaser's business model and plans; and (vi) to determine whether the Property and the purchase thereof fits within Purchaser's intended use and purpose and obtaining proper zoning and other entitlements for the intended use (each of the above-referenced is herein referred to as a "Due Diligence Item"). Seller shall allow Purchaser and its agents and employees reasonable access to the Property during the Due Diligence Period. Unless otherwise noted, Purchaser shall pay for all of Purchaser's inspections.

In the event that Purchaser is not fully satisfied for any reason, at Purchaser's sole and absolute discretion, with each and every Due Diligence Item, including but not limited to the results of inspections, Purchaser may cancel and terminate this Agreement at any time during the Due Diligence Period by sending to Seller via email, fax, or by letter a written document terminating this Agreement. Upon such termination, this Agreement shall be null and void, neither party shall have any further responsibility to each other and the Earnest Money shall be returned to Purchaser. Any or all of the above-referenced contingencies or Due Diligence Items may be waived by Purchaser at any time by Purchaser delivering to Seller in writing a document stating such waiver(s). Alternatively, the parties may mutually agree to the remedy of any deficiency or defect arising under any Due Diligence Item through the execution of an Amendment to the Agreement, and proceed to closing.

Purchaser:

MC Iowa, LLC

Todd Curtis

Todd Curtis

Dated: 11/18/2020

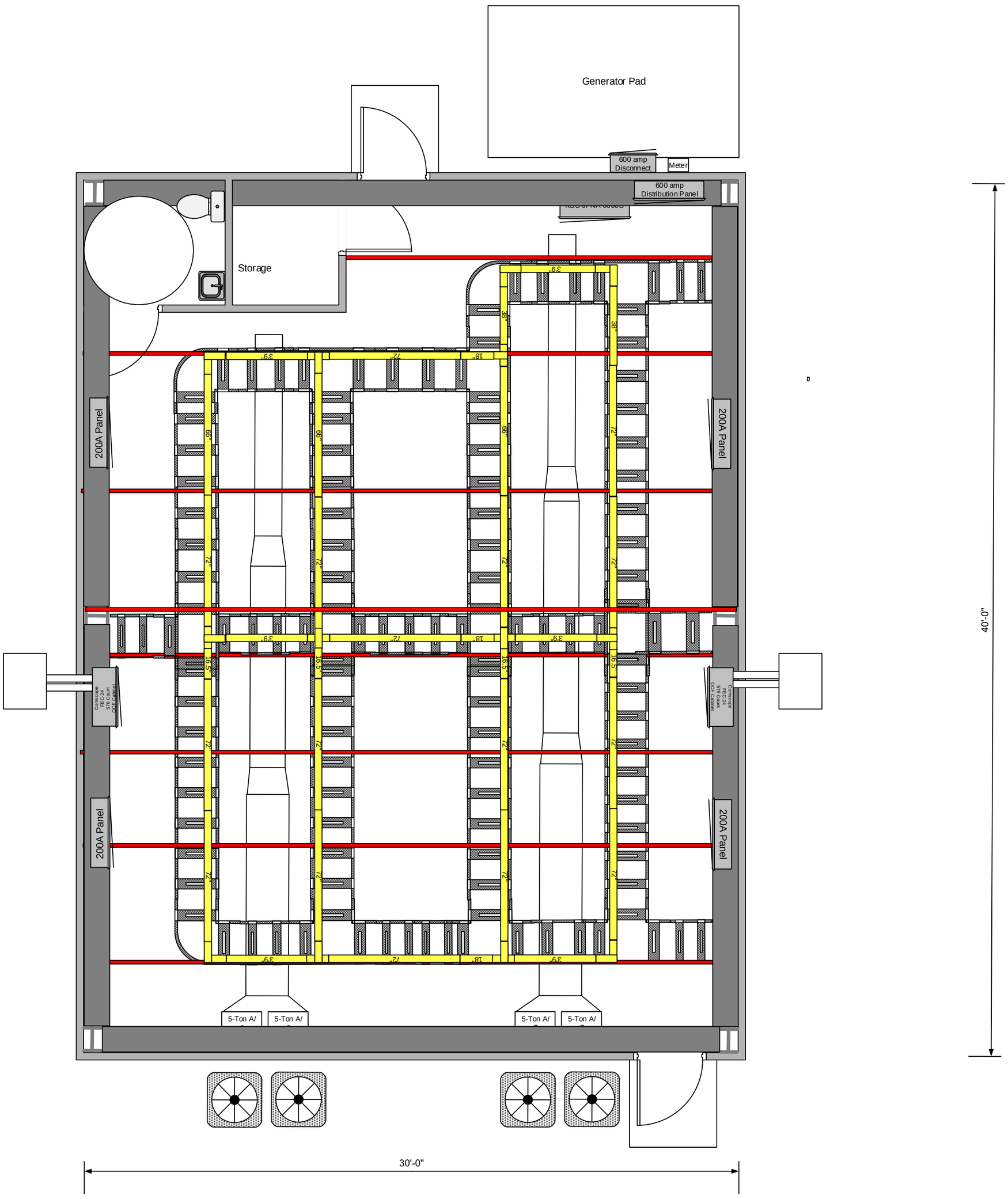
Seller:

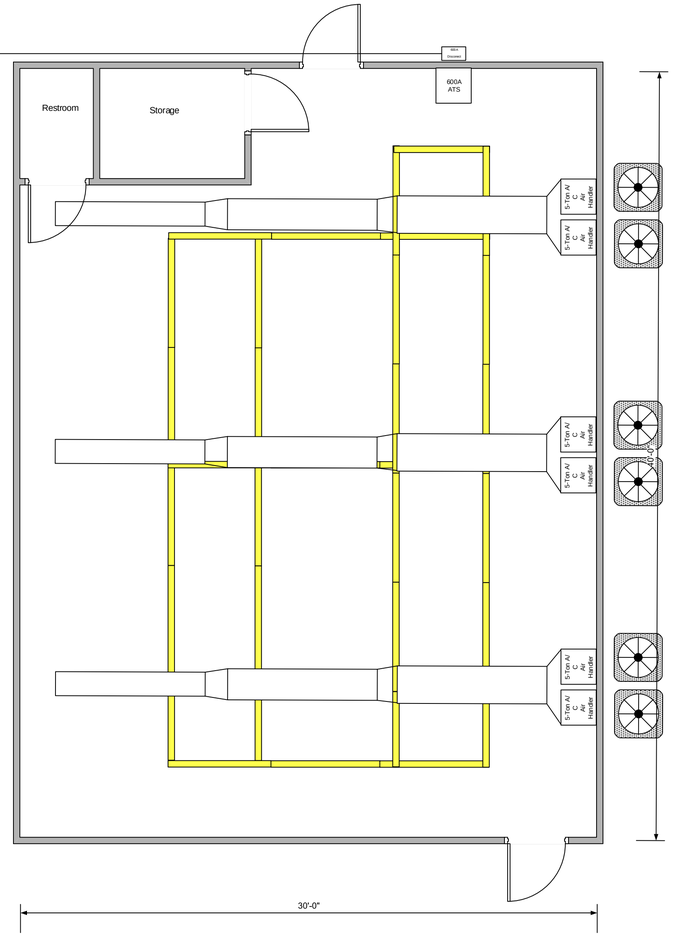
Alejandro Mayorga, member

Dated: 11-30-20

Zoning Map Amendment (Rezoning) Request
REZ 20-08 5000 Grand Avenue

Proposed Communications Building
Example Elevations


Generator Pad
600 amp
Disconnect
Meter
600 amp
Distribution Panel
Storage
200A Panel
200A Panel
200A Panel
200A Panel
Commscope
FEC-24
576 Count
OCP Cabinet
Commscope
FEC-24
576 Count
OCP Cabinet
5-Ton A/
5-Ton A/
5-Ton A/
5-Ton A/
30'-0"
40'-0"


Restroom
Storage
600A
ATS
5 Ton AC Heater
5 Ton AC Heater
5 Ton AC Heater
5 Ton AC Heater
5 Ton AC Heater
5 Ton AC Heater
30'-0"

28 - pairs wire ladder clamps 3/8"
38 - pairs of plates
11- 144" x 24" wire ladder
3 – 24" 90 degree elbows
3 – 24" Crosses
5 – 24" Tee's
2 - 144" x 12" wire ladder
9 – 20' 2" unistrut
60 – 3/8" unistrut nuts
8 – 3/8" unistrut 90 degree brackets

DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

Public Hearing Notice | Committee of the Whole

Date: 2/3/2021
Time: 5:30 PM

Location: Council Chambers | City Hall | 226 W. 4th ST.
Subject: Public Hearing for a Rezoning Request Before the Committee of the Whole

To: All property owners within 200 feet of the subject property located at **5000 Grand Avenue**

There is on file in the Development and Neighborhood Services Department (DNSD), on behalf of the Plan and Zoning Commission, the following request:

> **Case REZ20-08: Request of MCC Iowa LLC on behalf of MM Development LLC to rezone 5000 Grand Avenue from R-MF Multi-Family Residential District to I-1 Light Industrial District to allow for construction of a communications building to house and operate electronics and fiber optic cables [Ward 7].**

At its January 19, 2021 meeting, the Plan and Zoning Commission recommended approval of the aforementioned case with the following findings:

Findings:

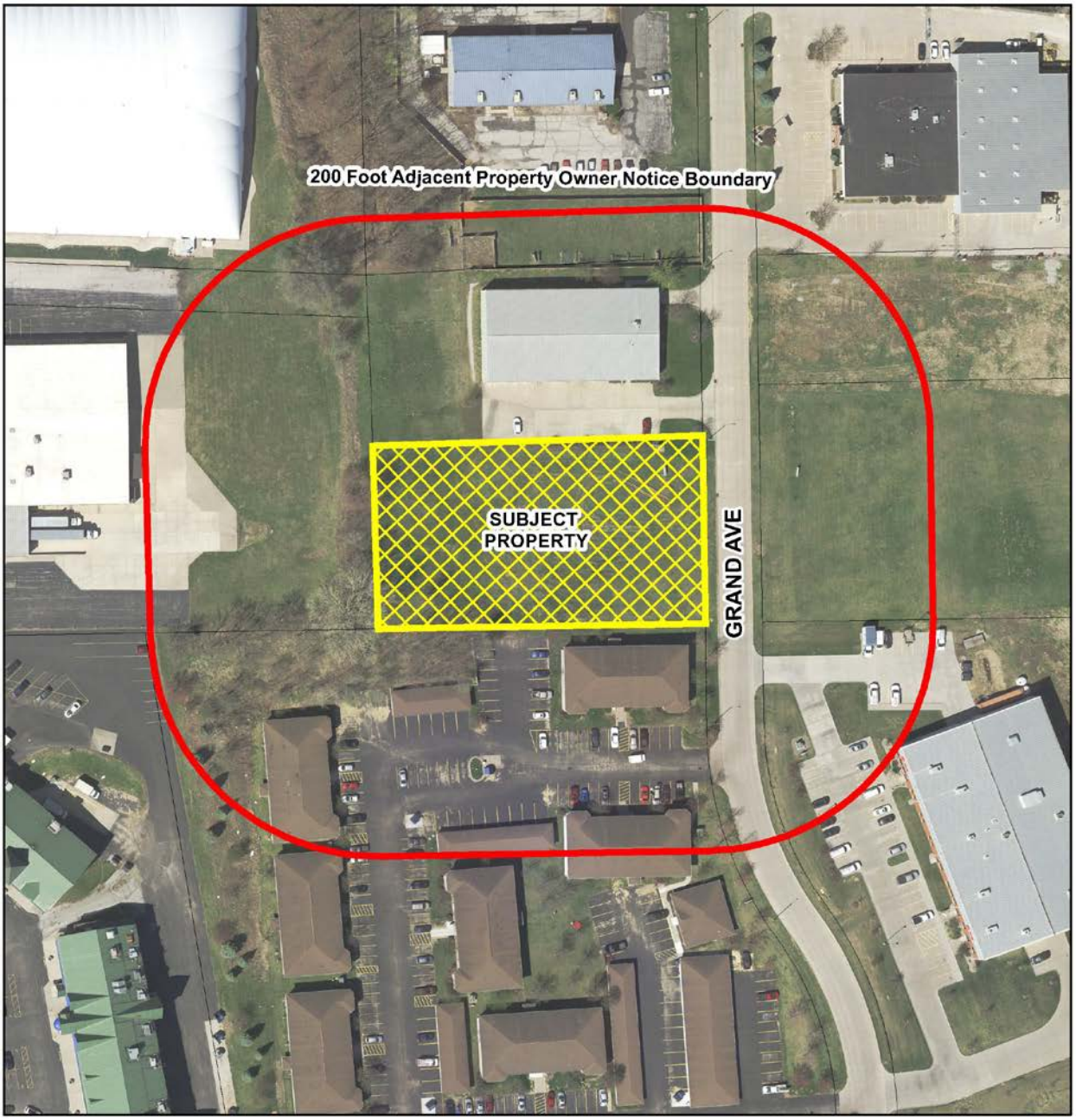
1. The proposed I-1 Light Industrial District is compatible with the zoning of nearby property.
2. The established neighborhood character is primarily industrial to the north and east of the subject property. To the south, there is an apartment complex and several smaller scale multi-family residential developments. The proposed low intensity use of the site will serve as a transition between industrial and residential properties.
3. Rezoning the property to I-1 Light Industrial District does not create any nonconformities.

Condition: The City Council is requested to pass a resolution amending the Future Land Use Designation from Residential General (RG) to Industry (I).

The public hearings on the above matter is scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, February 3, 2021 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Any written comments to be reported at the public hearing should be received in the Development and Neighborhood Services Department, at the below address, no later than 12:00 noon on the day of the public hearing(s).

Plan and Zoning Commission
Adjacent Property Owner Notice Area



REZ20-08 5000 Grand Avenue

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 50 100 200 Feet

N

DAVENPORT
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT

Friday, January 22, 2021

Please publish the following public notice in the next available edition of the Quad City Times.

The PO number for this notice is: 2106822

Please provide proof of publication for our records. If you have any questions, please contact us at planning@ci.davenport.ia.us or 563-326-6198. Thank you!

NOTICE
PUBLIC HEARING
WEDNESDAY, FEBRUARY 3, 2021 5:30 P.M.
CITY OF DAVENPORT COMMITTEE OF THE WHOLE
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4th STREET – DAVENPORT, IOWA

There is on file in the Development and Neighborhood Services Department (DNSD), on behalf of the Plan and Zoning Commission, the following requests:

Case REZ20-08: Request of MCC Iowa LLC on behalf of MM Development LLC to rezone 5000 Grand Avenue from R-MF Multi-Family Residential District to I-1 Light Industrial District to allow for construction of a communications building to house and operate electronics and fiber optic cables [Ward 7].

The legal description of the property proposed to be rezoned is as follows:

Lot 5 in Lyngholm Park 8th Addition to the City of Davenport, Scott County, Iowa.

At its January 19, 2021 meeting, the Plan and Zoning Commission recommended approval of the aforementioned case with the following findings:

Findings:

1. The proposed I-1 Light Industrial District is compatible with the zoning of nearby property.
2. The established neighborhood character is primarily industrial to the north and east of the subject property. To the south, there is an apartment complex and several smaller scale multi-family residential developments. The proposed low intensity use of the site will serve as a transition between industrial and residential properties.
3. Rezoning the property to I-1 Light Industrial District does not create any nonconformities.

Condition: The City Council is requested to pass a resolution amending the Future Land Use Designation from Residential General (RG) to Industry (I).

The public hearings on the above matter is scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, February 3, 2021 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item(s) or to attend the public hearing to

express your views, or both. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Any written comments to be reported at the public hearing should be received in the Development and Neighborhood Services Department, at the above address, no later than 12:00 noon on the day of the public hearing(s). PO No. 2106822

Development and Neighborhood Services Department
E-MAIL: planning@davenportiowa.com PHONE: 563-326-6198

DAVENPORT
DEVELOPMENT & NEIGHBORHOOD SERVICES

PUBLIC HEARING NOTICE | Plan and Zoning Commission

Date: 1/5/2021 Location: Council Chambers | City Hall | 226 W. 4th ST.
Time: 5:00 PM Subject: Public Hearing for Rezoning Request before the Plan and Zoning Commission

To: All property owners within 200 feet of the subject property located at **5000 Grand Avenue.**

What is this About?
This notice is being sent to inform you that a public hearing will be held for a Rezoning Request. The purpose of the Rezoning Request is to allow for construction of a communications building.

Request/Case Description
Case REZ20-08: Request of MCC Iowa LLC on behalf of MM Development LLC to rezone 5000 Grand Avenue from R-MF Multi-Family Residential District to I-1 Light Industrial District to allow for construction of a communications building to house and operate electronics and fiber optic cables [Ward 7].

What are the Next Steps after the Public Hearing?
The Plan and Zoning Commission will hold a formal public hearing at their meeting on January 5, 2021. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on January 19, 2021. The Commission's recommendation will be forwarded to the City Council which will then hold its own public hearing. You will receive a notice of the City Council's public hearing. For the specific dates and times of subsequent meetings, please contact the case planner below.

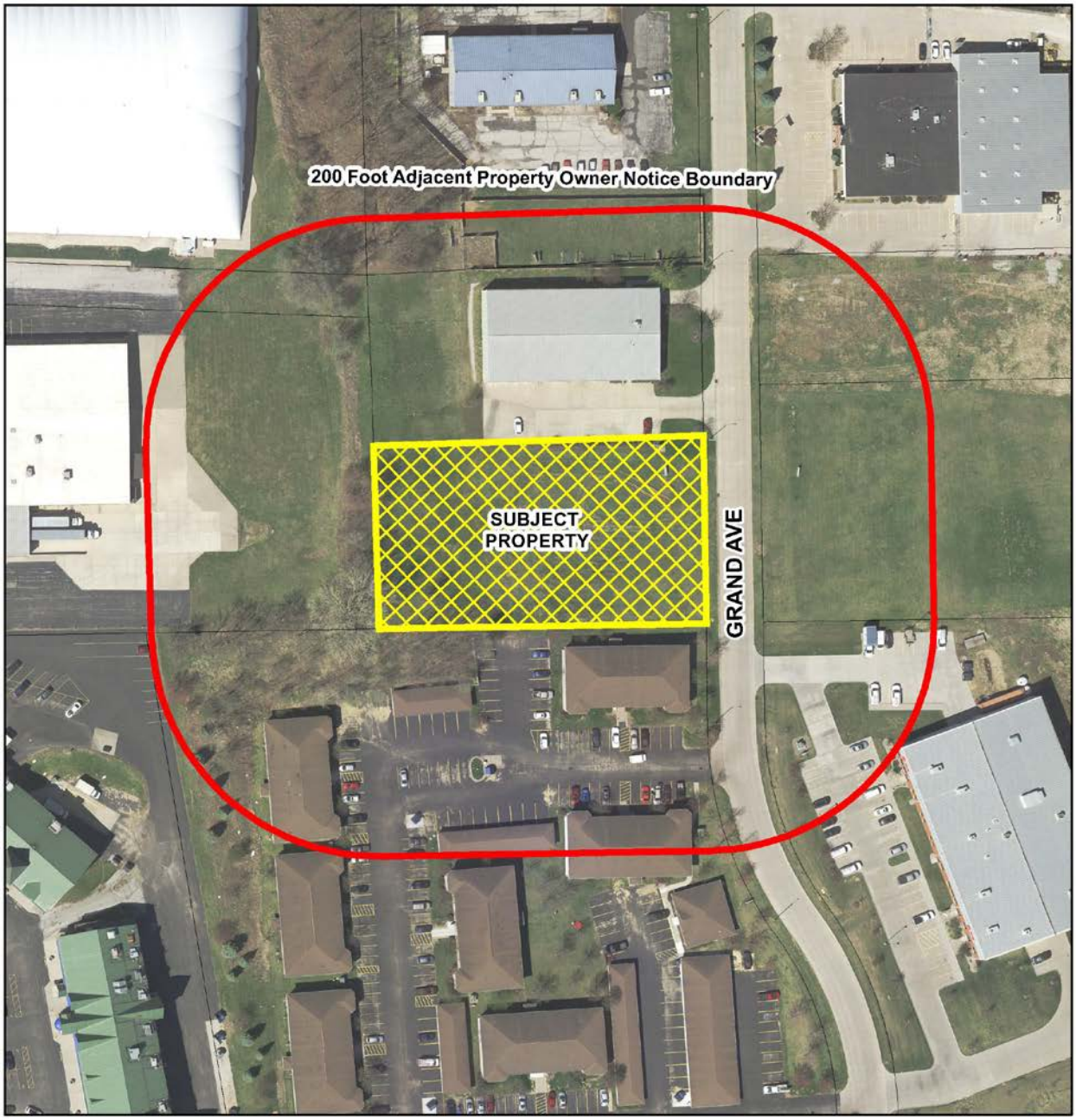
Would You Like to Submit an Official Comment?
As a neighboring property owner you may have an interest in commenting on the proposed request via email or in person at the public hearing. Send written comments to planning@davenportiowa.com (no later than 12:00 PM *one day before* the public hearing) or to: Planning, 1200 E 46th St, Davenport IA 52807.

On-line/Telephone Participation:
Persons may join the meeting virtually: https://www.gotomeet.me/Davenport_Planning/planzoning & at 1-866-899-4679 with access code: 492-653-453. All documents related to the meeting (agenda included) are at "Search Minutes & Agendas": www.cityofdavenportiowa.com/boards Mondays before the meeting/public hearing.

Do You Have Any Questions?
If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Matt Werderitch) at matt.werderitch@davenportiowa.com or 563-888-2221. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note items may be removed or tabled to a future hearing date at the request of the Applicant or Commission/Board. Those interested verifying case actions and/or tablings, please contact Planning at 563-326-6198 or planning@davenportiowa.com for updates.

Plan and Zoning Commission
Adjacent Property Owner Notice Area



REZ20-08 5000 Grand Avenue

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 50 100 200 Feet

N

City of Davenport

Department: Community Development Committee
Contact Info: Laura Berkley, 563-888-3553

Action / Date
2/17/2021

Subject:
First Consideration: Ordinance for Case ORD20-02 being the request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing. [Ward 3]

Recommendation:
Adopt the Ordinance.

Background:
The Palmer College of Chiropractic is zoned S-IC Institutional Campus. In 2018, the City approved the rezoning under Ordinance 2018-107 which adopted Palmer's Master Campus Plan. At that time, the Land Use Plan called for a Sports Field in the area bounded by East 11th Street and East 10th Street between Perry Street and Pershing Avenue. The Petitioner has requested to modify the plan to utilize this area for student housing. The project includes 115 units and replaces the proposed student housing along Main Street between 7th and 8th Streets.

The proposal Section 17.07.030F outlines thresholds associated with modifications of the Land Use Plan. The proposed use qualifies as a Major Amendment and requires Plan & Zoning Commission review and City Council approval.

The Plan & Zoning Commission at its February 2, 2021 meeting voted to recommend approval of the request 9-0.

See attached staff report for full analysis.

ATTACHMENTS:

Type	Description
Ordinance	Ordinance
Backup Material	Staff Report
Backup Material	Major Modification Area current and proposed
Backup Material	Notified Property Owners
Backup Material	Recognized Neighborhood and Organization Letter
Backup Material	Application
Backup Material	Application Narrative

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berkley, Laura	Approved	2/12/2021 - 8:11 AM

ORDINANCE NO.

ORDINANCE for Case No. ORD20-02 being the request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing [Ward 3].

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:
Section 1. The Land Use Plan adopted in association of Ordinance No. 2018-107 is amended to allow a student housing building as shown as "F" in the attached Campus Master Plan.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

_____
Mike Matson
Mayor

Attest: _____
Brian Krup
Deputy City Clerk

Published in the *Quad City Times* on _____

PALMER
College of Chiropractic

Landscape & Site :

As part of the 2015 Master Plan update and this PID, Palmer College has established a new campus aesthetic for the campus exterior spaces. This aesthetic can be seen in the currently under construction of the North Campus Site Improvements. With this project, campus standards have been established for the following site features for future campus site improvements identified in the 2015 Master Plan update and this PID.

HARDSCAPE

Hardscape pavement will primarily consist of Portland Cement Concrete (PCC) and with concrete pavers at key areas around campus.

LIGHTING

Campus lighting will comprise of a mix of pedestrian poles lights, bollard lights and accent lighting and tree up-lighting. Lighting will be designed first with safety in mind, with an emphasis on the aesthetic and energy conversation.

PARKING

Parking areas will be designed to provide safe and organized parking for students, patients, employees and visitors. Parking lots will be constructed of either PCC pavement or asphalt. Lots will have a PCC curb and gutter and will adhere to city standards for setback and screening.

LANDSCAPE

Campus landscape improvements will include quality trees, shrubs, perennials and groundcovers. Irrigation will be provided for most areas, but the plantings should also be designed to be drought tolerance in mind. Other landscape features include benches, trash receptacles, tables and chairs. The North Campus Site Improvements have established the primary campus aesthetic for there elements.

CAMPUS EDGE & SCREENING

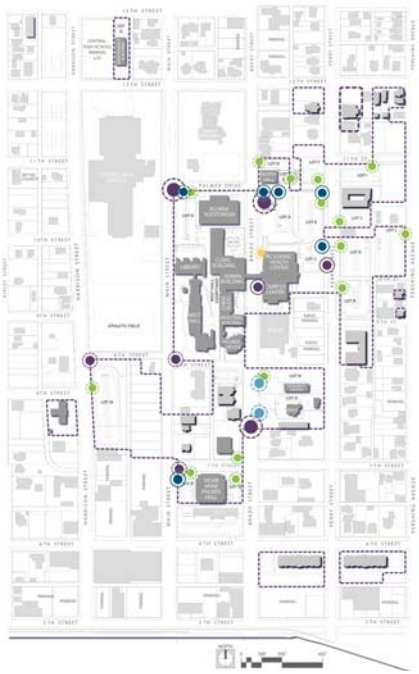
As shown on page MP-3, Palmer intends to include an enhanced campus edge that will comprise of ornamental fence with masonry piers at the corners and periodically along the fence line. Shade trees and a mix of deciduous and evergreen shrubs will provide screening of the parking lots and other service type areas around campus.

Gateways & Wayfinding :

As part of the 2015 Master Plan update, campus Gateways & Wayfinding sign locations were preliminarily identified. As the campus master plan is moved ahead, some of the proposed locations may need to be revisited. A series of campus gateways are planned to help establish the campus edge, welcome visitors to campus and improve campus visibility to those traveling through the area. Wayfinding signs have been added over the past few years and future signs will utilize the same design as new wayfinding locations are identified.

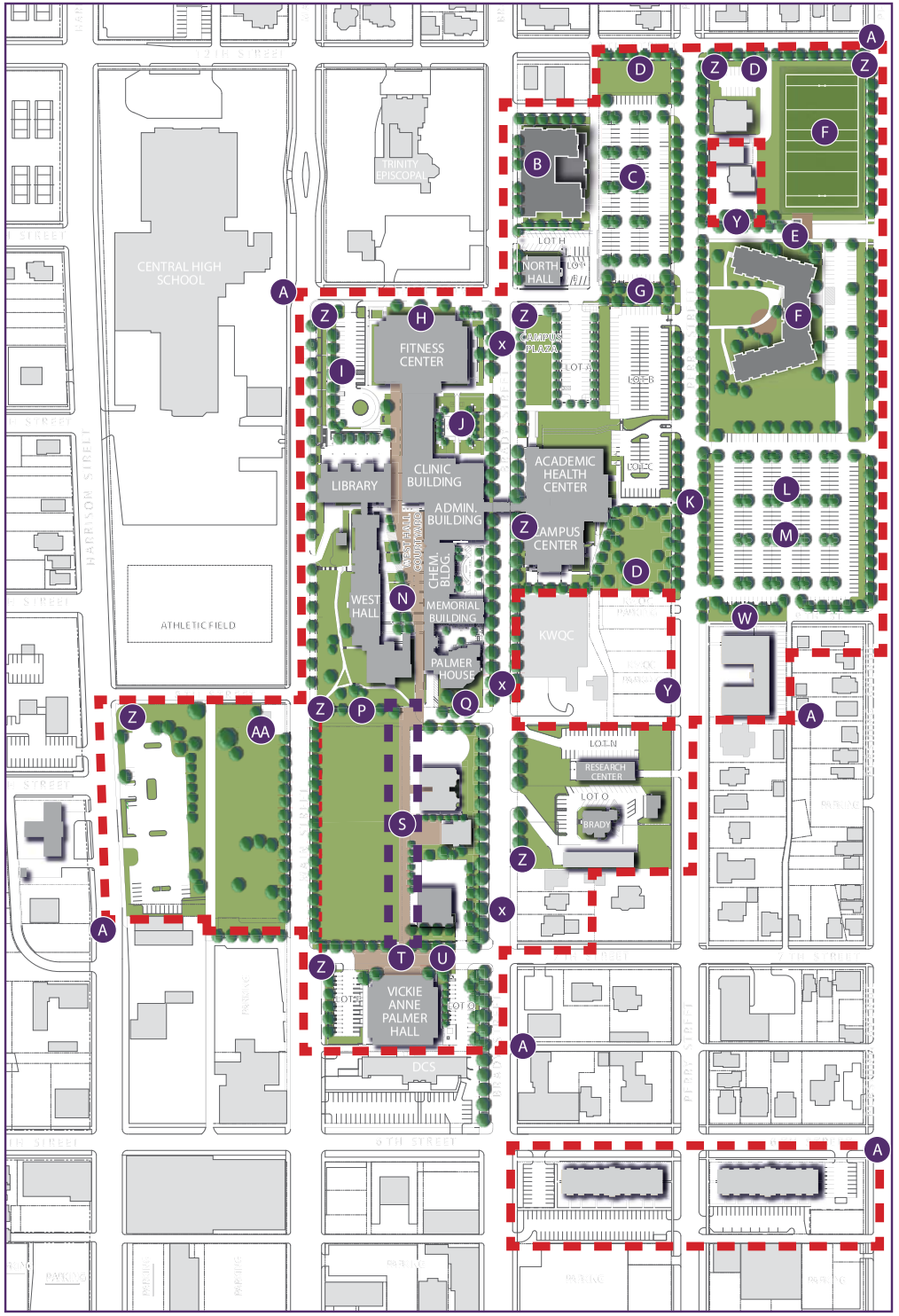
LEGEND

- Primary Gateway Feature
- Secondary Gateway Feature
- Existing Gateway Sign
- Existing Wayfinding Sign
- Existing Wayfinding Sign - to be repositioned or integrated into site improvements
- Future Wayfinding Signs (to be installed spring 2015)
- Future Parking Lot Signs (to be installed spring 2015)
- Future Promotional/ Digital Sign (to be installed spring 2015)



MASTER PLAN KEYNOTES

- A PROPOSED P.I.D. BOUNDARY
- B NEW MIXED USE DEVELOPMENT
- C NEW PARKING - P1
- D NEW GREEN SPACE
- E CONVERT 11TH ST TO PEDESTRIAN WALKWAY/ FIRE ACCESS
- F NEW STUDENT HOUSING
- G CLOSE EAST HALF OF PALMER DRIVE
- H NEW FITNESS CENTER
- I NEW CAMPUS GATEWAY & PARKING
- J RENOVATED CLINIC GARDENS
- K ENHANCED PEDESTRIAN CROSSING
- L CLOSE 10TH STREET
- M NEW PARKING - P2
- N RENOVATED WEST HALL COURTYARD
- O NOT APPLICABLE
- P PARTIALLY CLOSE 8TH STREET
- Q MAINTAIN ACCESS FOR SERVICE
- R NOT APPLICABLE
- S EXISTING ALLEY IMPROVEMENTS
- T NEW VICKIE ANNE PALMER HALL PLAZA
- U PARTIALLY CLOSE 7TH STREET
- V NOT APPLICABLE
- W PARTIALLY CLOSE 9TH STREET
- X BRADY STREETSCAPE ENHANCEMENTS
- Y EXCLUDED FROM PID BOUNDARY
- Z CAMPUS GATEWAY SIGN
- AA EXISTING VACANT SERVICE STATION
- BB NOT APPLICABLE



0 80' 160' NORTH

REVISIONS		
No.	DESCRIPTION	DATE

PALMER PLANNED INSTITUTIONAL DISTRICT
DAVENPORT, IOWA

CAMPUS MASTER PLAN

RDG Project #: R3001.734.00
File Name: [MEO CAD BOARDER (001).dwg]
© COPYRIGHT -- ALL RIGHTS RESERVED
Drawn By: JMA
Checked By: JMA
DATE: 12/15/2020

MP-1

ti, December 14, 2020 11:07:08 AM
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City of Davenport
Plan and Zoning Commission
Staff Report 2-2-2021

Case: ORD20-02: Request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing [Ward 3].

Recommendation: Staff recommends that the Plan and Zoning Commission forward Case ORD20-02 to City Council with a recommendation of approval with the following findings:

1. The modification is consistent with the Comprehensive Plan.
2. The modification meets the intent of the Institutional Campus District.
3. Sufficient parking has been identified for the student housing.

Background:
The Palmer College of Chiropractic is zoned S-IC Institutional Campus. In 2018, the City approved the rezoning under Ordinance 2018-107 which adopted Palmer's Master Campus Plan. At that time, the Land Use Plan called for a Sports Field in the area bounded by East 11th Street and East 10th Street between Perry Street and Pershing Avenue. The Petitioner has requested to modify the plan to utilize this area for student housing. The project includes 115 units and replaces the proposed student housing along Main Street between 7th and 8th Streets.

The proposal Section 17.07.030F outlines thresholds associated with modifications of the Land Use Plan. The proposed use qualifies as a Major Amendment and requires Plan & Zoning Commission review and City Council approval.

Public Input:
Prior to submittal of the Modification request, Palmer College of Chiropractic notified recognized neighborhood and organizations. The notice has been included.

Property owners within 500 feet were notified of the proposed modification. A notice of the public hearing was published in the Quad City Times. A neighborhood meeting was held on January 11, 2021 with 20 people, including staff, elected officials and the Petitioner, in attendance.

A public hearing at the Plan & Zoning Commission was held on January 19, 2021. No one from the public spoke. No written protests from the property owners within the notice area have been submitted.

Comprehensive Plan:
Within Existing Urban Service Area: Yes
Within Urban Service Area 2035: Yes

Future Land Use Designations: The major modification area is within the Civic and Institutional category in the Davenport +2035 Land Use Plan.

> **Civic and Institutional** – Reserved for major developments for government, education, religion, medical, utilities, and other cultural or non-profit organizations located outside of the Downtown (DT)

Zoning: Special Purpose District Institutional Campus (S-IC).

Institutional Campus District - Intended to encourage a comprehensive approach to development by significant institutions within the City. The S-IC District is also intended to:

1. Further the policies of the Comprehensive Plan;
2. Permit appropriate institutional growth within boundaries of the district while minimizing the adverse impacts associated with development and geographic expansion;
3. Balance the ability of specific institutions to grow and adapt to changing needs while protecting the livability and vitality of adjacent areas.
4. Encourage the preparation of a land use plan for higher development intensity institutional campuses that enables the community to understand the levels of development being proposed, their likely impacts and appropriate mitigation measures.

Technical Review: Stormwater has been identified as an ongoing issues within the area. Palmer has proposed stormwater detention as part of the student housing development as well as under the already planned athletic field to the north of the modification area to alleviate some of the stormwater issues. Palmer continues to work with staff to address stormwater and infrastructure needs as the implementation of their Campus Master Plan continues. Engineering staff believes the existing street network can accommodate the traffic associated with this modification.

Discussion: The major modification to the Palmer College of Chiropractic is required due to the increase in intensity within the proposed area. The remaining Campus Master Plan as adopted under Ordinance 2018-107 will remain with any minor changes reviewed by staff as outlined in Section 17.07.030F of the Zoning Code.

Approval Standards for Map Amendments (Chapter 17.14.040)
The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and Zoning Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

a. The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

The proposed modification is consistent with the Comprehensive Plan. The modification is simply relocating an already approved use within the plan area.

b. The compatibility with the zoning of nearby property.

The subject property is adjacent to Residential – Multi-Family zoning districts and several other apartments in the vicinity. There is also R-4C at the campus edge. The Campus Master Plan addresses the need for delineating a campus edge which would be implemented with the modification. It is staff's opinion that the proposed amendment is compatible with the zoning of nearby property.

c. The compatibility with established neighborhood character.

The established neighborhood character is mixed use ranging from single and two-family residential, multi-family, commercial, and institutional. It is staff's opinion that the modification is compatible with the already approved character of the Palmer Campus Master Plan.

d. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

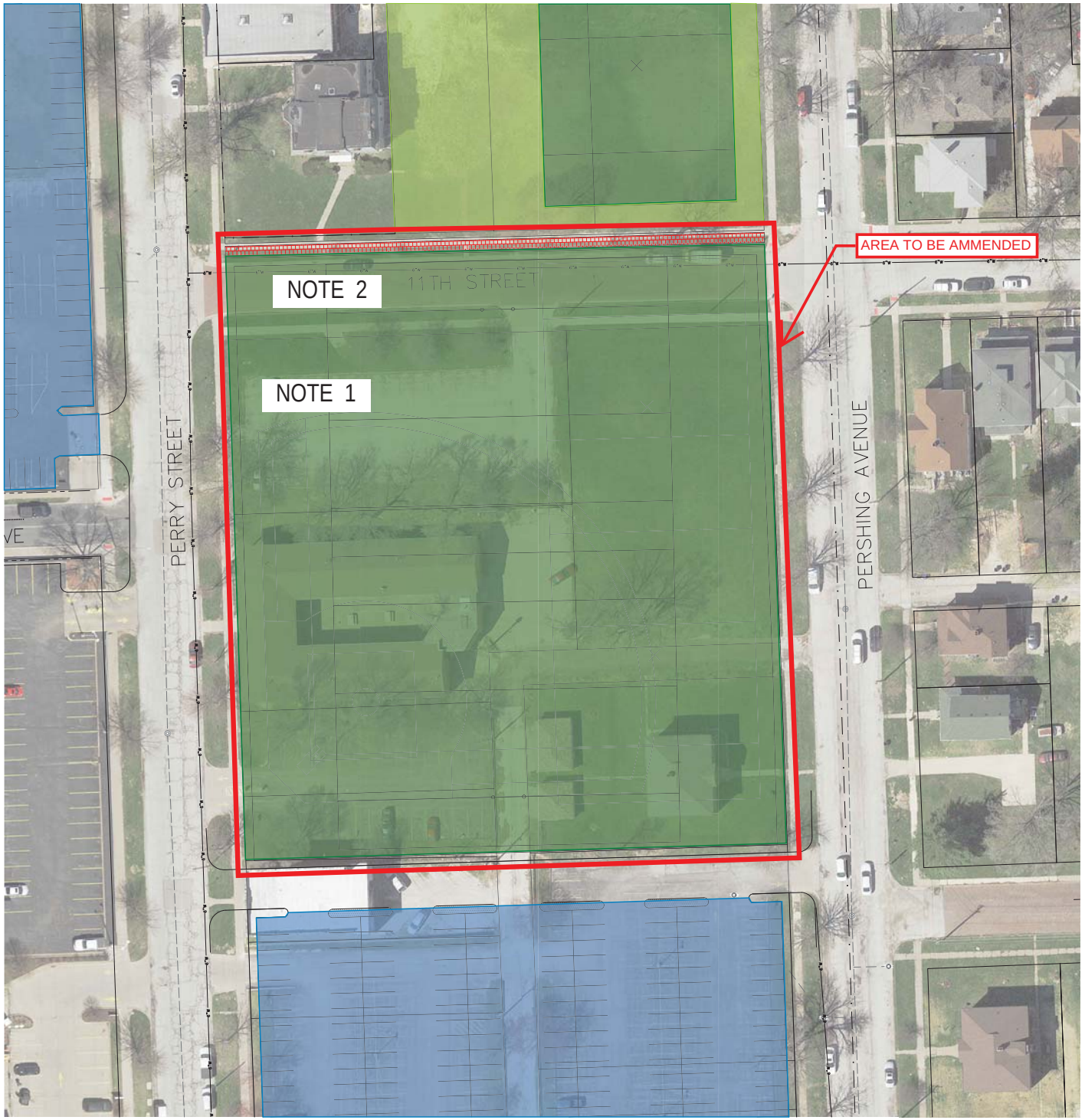
Palmer has identified 160 parking stalls within and adjacent to the proposed modification that will be allocated to students living within the student housing. According to the overall plan, the modification increases overall parking within the Campus. Appropriate access has been planned and will be achieved in conjunction with the vacation of proposed rights-of-way. The proposed modification will develop in a manner that promotes the public health, safety, and welfare of the City.

e. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

Under the current Zoning Ordinance, the S-IC Institutional Campus Zoning District allows for multi-family development. The current Campus Master Plan called for the same number of units of student housing to be located on Main Street between 7th and 8th Streets. The modification is relocated that housing as a net zero change in units.

f. The extent to which the proposed amendment creates nonconformities.

No nonconformities will be created with the modification.



20 10 0 20 40
SCALE: 1" = 20'

NOTES

1) PROPOSED BASEBALL FIELD TO BE REMOVED.

2) PROPOSED ATHLETIC FIELD TO BE REMOVED.

SPORTS FIELD

LANDSCAPE

PROPOSED PARKING

No.	DESCRIPTION	DATE
	REVISIONS	

IMEG

PALMER PID STUDENT HOUSING AMMENDMENT
DAVENPORT, IOWA

EXISTING APPROVED PID

IMEG Project No: 19005343.06
File Name: 19005343.06 AMMENDMENT
COPYRIGHT 2021
ALL RIGHTS RESERVED
Field Book No: ####
Drawn By: LKS
Checked By: AEK
Date: 1/4/2021

EX-1
Sheet 1 of 2

Monday, January 4, 2021 1:36:23 PM
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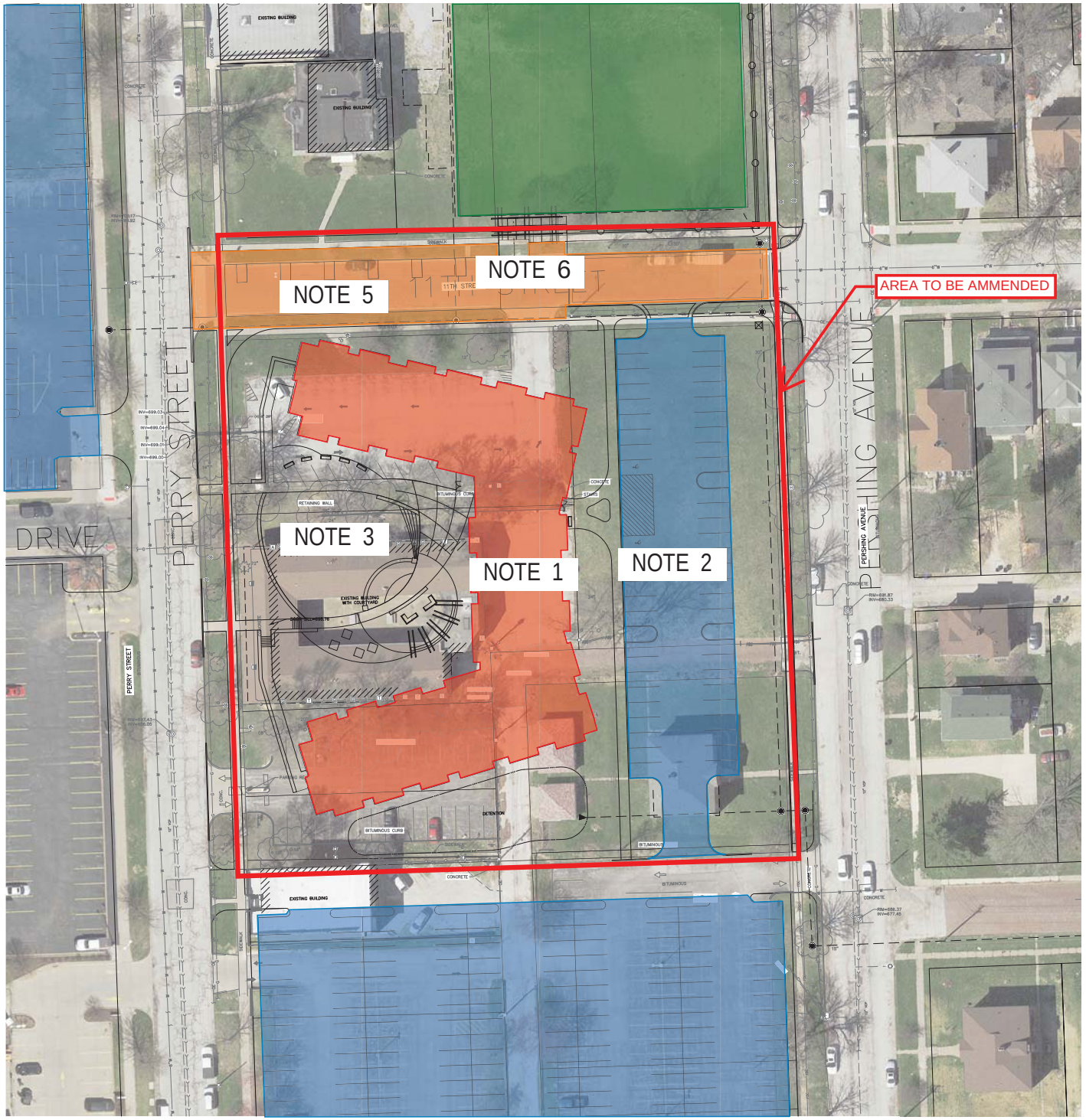

20 10 0 20 40

SCALE: 1" = 20'

NOTES

1) PROPOSED STUDENT HOUSING BUILDING ADDED.
2) PROPOSED PARKING LOT ADDED.
3) PROPOSED COURTYARD FOR STUDENT HOUSING ADDED.
4) PROPOSED DETENTION POND ADDED.
5) 11TH STREET CORRIDOR LAYOUT UPDATED.
6) STORAGE BUILDING AND PATIO ADDED FOR ATHLETIC FIELD.

- PROPOSED SPORTS FIELD
- PROPOSED LANDSCAPE
- PROPOSED STRUCTURE
- PROPOSED PARKING
- PROPOSED ENHANCED CAMPUS CORRIDOR

No.	REVISIONS DESCRIPTION	DATE

IMEG

PALMER PID STUDENT HOUSING AMMENDMENT
DAVENPORT, IOWA

PROPOSED S-IC

IMEG Project No: 19005343.06
File Name: 19005343.06 AMMENDMENT
COPYRIGHT 2021
ALL RIGHTS RESERVED
Field Book No: ####
Drawn By: LKS
Checked By: AEK
Date: 1/4/2021

EX-2

Sheet 2 of 2

Monday, January 4, 2021 1:39:05 PM
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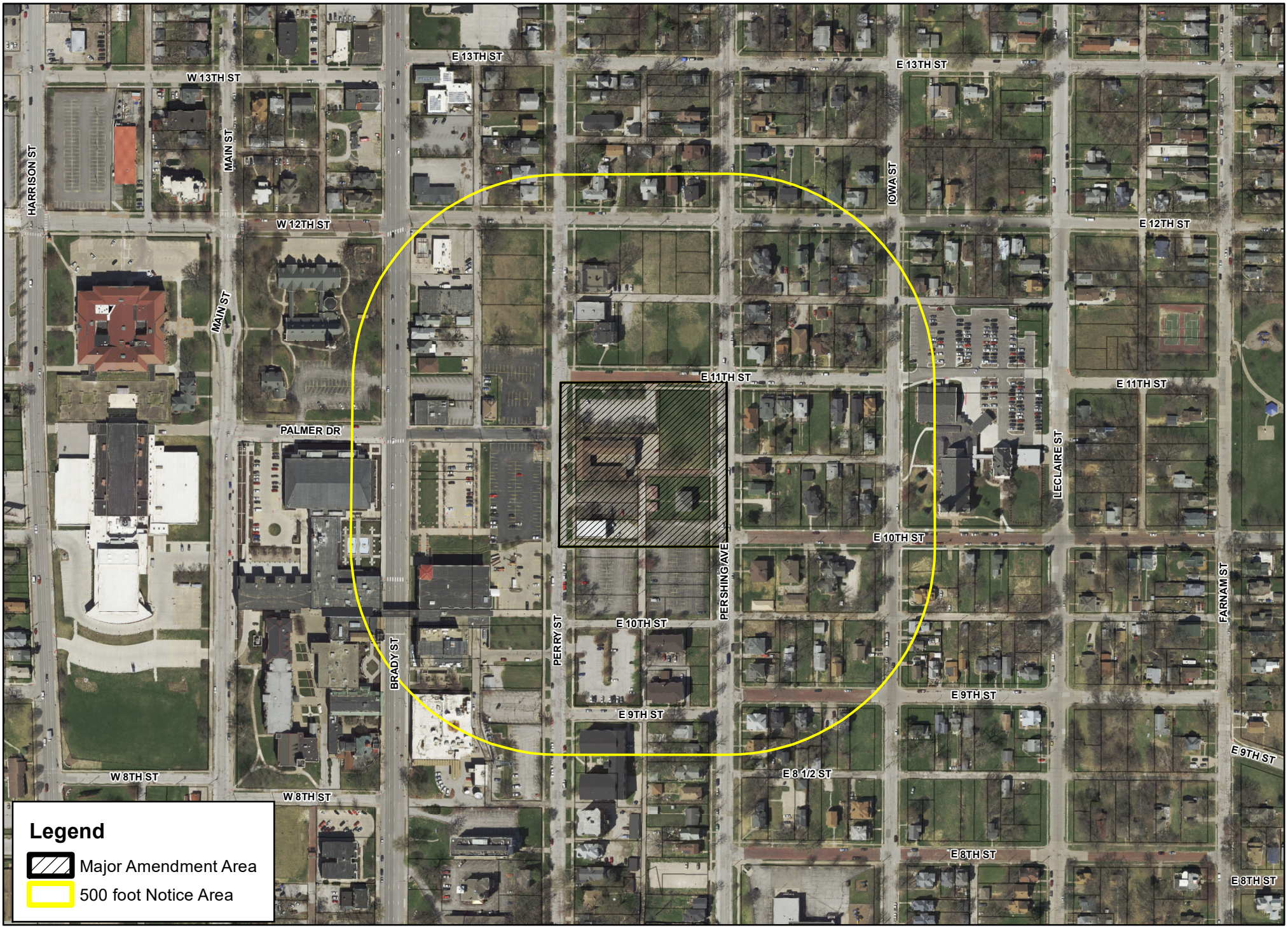
Adjacent Property Owner Notice Area



PALMER
College of Chiropractic

September 23, 2020

Dear Palmer College Neighbor,

Palmer College of Chiropractic is beginning the design process for a new student-apartment building, to be located at the southeast corner of Perry and 11th Streets, in Davenport. The location of this facility is a revision, or amendment, to Palmer's city-approved Institutional Campus District Plan (S-IC).

You're receiving this letter because Palmer College is notifying adjacent neighborhood groups that it's beginning the amendment process to the S-IC, per Davenport City Code. As the design develops, additional details will be shared at neighborhood, Planning and Zoning Committee, and City Council meetings.

If approved, construction is expected to begin in March 2021, with completion expected in March 2022.

If you have questions, please contact: Palmer College Marketing & Communication at marketing@palmer.edu, or 563-884-5662.

Sincerely,

Dennis Marchiori, D.C., Ph.D.
Chancellor and CEO

226 West 4th Street
Davenport, Iowa 52801
(563) 326-7765
Planning@ci.davenport.ia.us

Complete application can be emailed to planning@ci.davenport.ia.us

Property Address*
***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)**
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Owner (if different from Applicant)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Engineer (if applicable)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Architect (if applicable)
Name:
Company
Address:
City/State/Zip:
Phone:
Email:

Attorney (if applicable)
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Application Form Type:

Plan and Zoning Commission
Zoning Map Amendment (Rezoning)
Planned Unit Development
Zoning Ordinance Text Amendment
Right-of-way or Easement Vacation
Voluntary Annexation

Zoning Board of Adjustment
Zoning Appeal
Special Use
Hardship Variance

Design Review Board
Design Approval
Demolition Request in the Downtown
Demolition Request in the Village of East Davenport

Historic Preservation Commission
Certificate of Appropriateness
Landmark Nomination
Demolition Request

Administrative
Administrative Exception
Health Services and Congregate Living Permit

****If the applicant is different from the property owner, please submit an authorization form or an accepted contract for purchase.**

Request:

Existing Zoning:

Proposed Zoning Map Amendment:

Purpose of the Request:

Total Land Area:

Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: Yes No

Submittal Requirements:

- The completed application form.
- Recorded warranty deed or accepted contract for purchase.
- Authorization form, if applicable. If the property is owned by a business entity, please provide Articles of Incorporation.
- A legal description of the request if not easily described on the deed or contract for purchase.
- Required fee:
  Zoning Map Amendment is less than 1 acre - $400.
  Zoning Map Amendment is one acre but less than 10 acres - $750 plus $25/acre.
  Zoning Map Amendment is 10 acres or more - $1,000 plus $25/acre.
  $10.00 per sign; more than one sign may be required depending upon the area of the request.

Formal Procedure:

(1) Application:
- Prior to submission of the application, the applicant shall correspond with Planning staff to discuss the request, potential alternatives and the process.
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

(2) Plan and Zoning Commission public hearing:
- The City shall post notification sign(s) in advance of the public hearing. A minimum of one sign shall be required to face each public street if the property has frontage on that street. It is Planning staff's discretion to require the posting of additional signs. The purpose of the notification sign(s) is to make the public aware of the request.
- The applicant shall make a presentation regarding the request at a neighborhood meeting. The purpose of meeting is to offer an opportunity for both applicant and neighboring residents/property owners to share ideas, offer suggestions, and air concerns in advance of the formal public hearing process. Planning staff will coordinate meeting date, time, and location and send notices to surrounding property owners.
- The Plan and Zoning Commission will hold a public hearing on the request. Planning staff will send notices to surrounding property owners.

(3) Plan and Zoning Commission's consideration of the request:
- Planning staff will perform a technical review of the request and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will vote to provide its recommendation to the City Council.
- If the Plan and Zoning Commission recommends denial, the request may only be approved by a favorable 3/4 vote of the City Council.

Formal Procedure (continued):

(4) City Council's consideration of the request:

- The Committee of the Whole (COW) will hold a public hearing on the request. Planning staff will send a public hearing notice to surrounding property owners.
- If property owners representing 20% or more of the area within 200 feet of the exterior boundaries of the request submit a written protest, the request may only be approved by a favorable 3/4 vote of the City Council. For the purpose of the 20% protest rate, formal protests will be accepted until the public hearing is closed.
- The City Council will vote on the request. For a zoning map amendment to be approved three readings of the Ordinance are required; one reading at each Council Meeting. In order for the Ordinance to be valid it must be published. This generally occurs prior to the next City Council meeting.

Applicant: Date:

By typing your name, you acknowledge and agree to the aforementioned submittal requirements and formal procedure and that you must be present at scheduled meetings.

Received by: Date:

Planning staff

Date of the Public Hearing:

Meetings are held in City Hall Council Chambers located at 226 West 4th Street, Davenport, Iowa.

Authorization to Act as Applicant

I,
authorize
to act as applicant, representing me/us before the Plan and Zoning Commission and City Council.

_____

_____
Signature(s)

State of ,
County of .
Sworn and subscribed to before me

This day of 20 _____
Form of Identification

_____
Notary Public

My Commission Expires:

2020 DEVELOPOMENT CALENDAR

CITY PLAN & ZONING COMMISSION SCHEDULE				CITY COUNCIL SCHEDULE		
REZONING & ROW VACATION SUBMITTAL DEADLINE	*SUBDIVISION & DEV. PLAN* SUBMITTAL DEADLINE	PLAN & ZONING PUBLIC HEARING (Preview for plats/plans)	PLAN & ZONING COMMISION MEETING	COUNCIL ITEMS SUBMITTAL DEADLINE	COMMITTEE OF THE WHOLE (PUBLIC HEARING)	CITY COUNCIL MEETING
12:00 PM - Monday	12:00 PM - Monday	5:00 PM - Tuesday	5:00 PM - Tuesday	12:00PM - Friday	5:30 PM - Wednesday	5:30 PM - Wednesday
11/19/19	12/02/19	12/10/19	12/24/19	12/27/19	01/08/20	01/15/20
12/02/19	12/16/19	12/24/19	01/07/20	01/10/20	01/22/20	01/29/20
12/17/19	**12/28/19**	01/07/20	01/21/20	01/24/20	02/05/20	02/12/20
12/27/19	01/13/20	01/21/20	02/04/20	02/07/20	02/19/20	02/26/20
01/13/20	01/27/20	02/04/20	02/18/20	02/21/20	03/04/20	03/11/20
01/27/20	02/10/20	02/18/20	03/03/20	03/06/20	03/18/20	03/25/20
02/10/20	02/24/20	03/03/20	03/17/20	03/20/20	04/01/20	04/08/20
02/24/20	03/09/20	03/17/20	03/31/20	04/03/20	04/15/20	04/22/20
03/09/20	03/23/20	03/31/20	04/21/20	04/24/20	05/06/20	05/13/20
03/30/20	04/13/20	04/21/20	05/05/20	05/08/20	05/20/20	05/27/20
04/13/20	04/27/20	05/05/20	05/19/20	05/22/20	06/03/20	06/10/20
04/27/20	05/11/20	05/19/20	06/02/20	06/05/20	06/17/20	06/24/20
05/11/20	**05/22/20**	06/02/20	06/16/20	06/19/20	07/01/20	07/08/20
05/22/20	06/08/20	06/16/20	06/30/20	07/03/20	07/15/20	07/22/20
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09/28/20	10/12/20	10/20/20	11/03/20	11/05/20	11/18/20	**11/24/20**
10/12/20	10/26/20	11/03/20	11/17/20	11/20/20	12/02/20	12/09/20
10/26/20	11/09/20	11/17/20	12/01/20	**cancelled due to holiday**		
11/09/20	11/23/20	12/01/20	12/15/20	12/11/20	12/30/20	01/06/21
11/23/20	12/07/20	12/15/20	12/29/20	12/23/20	01/13/21	01/20/21
12/07/20	12/21/20	12/29/20	01/05/21	01/08/21	01/27/21	02/03/21
12/14/20	12/28/20	01/05/21	01/26/21	01/22/21	02/10/21	02/17/21

- **SUBMISSION & MEETING DATES MAY BE CHANGED DUE TO HOLIDAY MARKED IN RED**
- **ORDINANCES REQUIRE THREE CONSIDERATIONS BEFORE CITY COUNCIL**
- **DATES SUBJECT TO CGHHANE DUE TO HOLIDAYS MARKED IN RED**
- **DELAYS MAY OCCUR UPON THE PETITION REACHING THE CITY COUNCIL'S AGENDA**

PALMER COLLEGE OF CHIROPRACTIC
December 14, 2020 #19001956.03
SPECIAL PURPOSE DISTRICT/INSTITUTIONAL CAMPUS (S/IC) AMENDMENT

NARRATIVE

Narrative of intent and compatibility with surrounding area.

a. Description of overall architectural and/or urban design theme:

- **Palmer College of Chiropractic has evolved to meet the needs of its students and faculty as it has grown over the past 100 years; however, the architectural theme has remained constant. Buildings and houses of brick and stone dominate the campus, with more metal and glass introduced into recent projects. All have an urban "academic" design style with 2 to 4 floors of space. The campus plan and interaction with the neighborhood has also evolved aligning the core of academic spaces with Brady Street and residential buildings/parking at the perimeter. The proposed Master Plan strengthens the campus edge through expanded greenspace and landscaping at perimeter streets, buildings, and parking lots.**

b. Total number of existing and proposed users and employees of the facility:

- **Palmer's current enrollment on at their Davenport Campus is approximately 1,000 students supported by 250 faculty and staff. 150 students currently live on campus. The proposed 10-year plan allows for an accommodation of up to 1,500 students with 400 living on campus.**

c. Description of existing and proposed conditions of development along the outer boundaries of the planned institutional district and its relationship with the surrounding area. Standards must be established to permit a compatible transition from the institutional use to the surrounding area. Standards include, but are not limited to building height and form, exterior lighting, landscaping, etc.

- **The Master Plan goals are to "create sensitive and mutually beneficial transitions between campus and the adjacent properties." The proposed Campus Master Plan created by RDG Planning & Design is to create connection and comfort establishing a campus presence with the surrounding area. New buildings are minimal (residential only) and adding enhanced lighting, fencing, and landscaping will enhance this design concept.**

d. Description of existing and proposed methods of communication between the institution and the community, including a method of resolution of community concerns:

- **Palmer College has been actively involved with Hilltop Campus Village since its inception, as well as in communication with Davenport Community Schools and adjacent businesses regarding any campus activities and improvements that impact the surrounding neighborhood. Although there are no known active residential groups, Palmer proposes to open a line of communication with the neighbors similar to their relationships with surrounding businesses. Palmer will schedule annual meetings with the neighborhood stake holders and residents to present and discuss campus planning and schedule, as well as neighbor concerns.**

e. Description of any existing and proposed impacts of development and the surrounding area and how these impacts should be mitigated. This description shall include property outside the boundaries of the planned institutional district and their interaction with the surrounding area. Impacts include, but are not limited to lighting, noise, parking, etc.

- **The developments proposed in Palmer's Master Plan are primarily defining and softening their campus edge through expanding green space and landscaping. Proposed buildings will be designed to respect and complement the existing architectural theme on campus.**

f. Description of existing and proposed relationship of institutional transportation system (auto, bus, bicycle, pedestrian) to the external street network. A description of specific programs to reduce traffic impacts and to encourage the use of public transit, carpooling, bicycling and pedestrian.

- **The urban nature of this campus is reinforced by student living. 15% of Palmer's students live on campus and another 30% to 40% live in rented neighborhood and downtown houses and apartments. The Master Plan proposes and additional 130 beds in new student housing. These students all walk to campus. Other students and faculty are encouraged to use public transportation and/or car-pooling for other daily trips to campus. The greening of Brady Street proposed in the Master Plan provides more opportunity for bus access in proximity to campus buildings.**

City of Davenport

Department: Community Development Committee **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **2/24/2021**

Subject:
First Consideration: Ordinance for Case ROW20-02 being the request of Palmer College of Chiropractic for the vacation of the public right-of-way known as East 11th Street between Perry Street and Pershing Avenue and a portion of an alley in Block 89 of LeClaire's 8th Addition. [Ward 3]

Recommendation:
Adopt the Ordinance.

Background:
As part of Palmer College of Chiropractic's Campus Master Plan, East 11th Street between Perry Street and Pershing Avenue and a portion of the alley on Block 89 of LeClaire's 8th Addition were planned for future right-of-way vacation. Palmer is formally requesting to vacate these sections of right-of-way to move forward with planned development.

Palmer was rezoned in 2018 to Planned Institutional District (now called S-IC Institutional Campus), with Ordinance 2018-107.Two conditions were specific to the right-of-way:

Condition 3: That Palmer College of Chiropractic formally requests the vacation/abandonment of the public streets and alleys depicted on the Land Use Plan

Condition 4: In the event that East 11th Street between Perry Street and Pershing Avenue is vacated and conveyed to Palmer, that a pedestrian walkway be constructed from Perry Street to Pershing Avenue in the general location of East 11th Street utilizing existing bricks from the roadway surface and that historical markers be located at its intersection with Perry Street and Pershing Avenue.

The legal descriptions of the proposed vacations are attached. The land area to be vacated are as follows:

- 11th Street between Pershing and Perry: 19,545 square feet, more or less.
- Alley in Block 89 of LeClaire's 8th Addition: 5,604 square feet, more or less.

The Plan & Zoning Commission reviewed Case ROW20-02 at its February 2, 2021 meeting and have recommended approval (9-0) with the following conditions:

1. A utility easement be dedicated for the preservation and maintenance of public utilities within the East 11th Street right-of-way.
2. An ingress/egress easement be provided from the alley to Pershing Avenue.

Approval of the 11th Street vacation will remove the street from the Historic Brick Street inventory. The staff report has been attached with a full analysis.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Backup Material	Staff Report
🗋	Backup Material	Notice Area Map
🗋	Backup Material	HPC meeting minutes
🗋	Backup Material	Ordinance 2018-107

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berkley, Laura	Approved	2/12/2021 - 8:12 AM

ORDINANCE NO. _____

ORDINANCE for Case ROW20-02 being the request of Palmer College of Chiropractic for the vacation of public right-of-way known as East 11th Street between Perry Street and Pershing Avenue and a portion of alley in Block 89 of LeClaire's 8th Addition. [Ward 3]

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. The following described units of Scott County, Iowa real estate are hereby vacated (abandoned). The property has the following legal description:

That part of East 11th Street located between Perry Street and Pershing Avenue, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Beginning at the southeast corner of Block 96 in LeClaire's 8th Addition;

Thence South 02°52'09" East, a distance of 60.01 feet to the northeast corner of Block 89 in LeClaire's 8th Addition;

Thence South 88°01'40" West along the north line of said Block 89, a distance of 321.23 feet to the northwest corner of said Block 89;

Thence North 02°07'42" West, a distance of 61.84 feet to the southwest corner of said Block 96;

Thence North 88°21'23" East along the south line of said Block 96, a distance of 320.47 feet to the Point of Beginning.

The above-described parcel contains 19,545 square feet, more or less.

For the purpose of this description bearings are based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (2011 Adjustment).

AND

Part of a 20-foot alley located partly in Block 89 of LeClaire's 8th Addition and partly in Outlot 30 of LeClaire's 2nd Addition in the city of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Commencing at the at the northeast corner of Lot 5 in said Block 89;

Thence South 01°50'01" East along the east line of said Block 89, a distance of 185.98 feet to the northerly line of said alley and the Point of Beginning;

Thence continuing South 01°50'01" East along said east line, a distance of 20.00 feet to the southerly line of said alley;

Thence South 88°02'49" West along said southerly line, a distance of 151.54 feet to the easterly line of said alley;

Thence South 01°50'34" East along said easterly line, a distance of 108.54 feet;

Thence South 87°15'17" West, a distance of 20.00 feet to the westerly line of said alley;

Thence North 01°50'34" West along said westerly line, a distance of 128.82 feet to the northerly line of said alley;

Thence North 88°02'49" East along said northerly line, a distance of 171.54 feet to the Point of Beginning.

The above-described parcel contains 5,604 square feet, more or less.

For the purpose of this description Bearings are based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (2011 Adjustment).

The vacation (abandonment) is subject to the following conditions:

1. A utility easement be dedicated for the preservation and maintenance of public utilities within the East 11th Street right-of-way.
2. An ingress/egress easement be provided from the alley to Pershing Avenue.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad City Times* on _____

Attest:

_____
Mike Matson
Mayor

_____
Brian Krup
Deputy City Clerk

City of Davenport
Plan & Zoning Commission

Case ROW20-02: Being the request of Palmer College of Chiropractic for the vacation of public right-of-way known as East 11th Street between Perry Street and Pershing Avenue and a portion of alley in Blocks 89 of LeClaire's 8th Addition. [Ward 3]

Introduction:

As part of Palmer College of Chiropractic's Campus Master Plan, East 11th Street between Perry Street and Pershing Avenue and the alley on Blocks 89 of LeClaire's 8th Addition were planned for future right-of-way vacation. Palmer is formally requesting to vacate these sections of right-of-way to move forward with planned development.

Palmer was rezoned in 2018 to Planned Institutional District (now called S-IC Institutional Campus), with Ordinance 2018-107.Two conditions were specific to the right-of-way:

> Condition 3: That Palmer College of Chiropractic formally requests the vacation/abandonment of the public streets and alleys depicted on the Land Use Plan
>
> Condition 4: In the event that East 11th Street between Perry Street and Pershing Avenue is vacated and conveyed to Palmer, that a pedestrian walkway be constructed from Perry Street to Pershing Avenue in the general location of East 11th Street utilizing existing bricks from the roadway surface and that historical markers be located at its intersection with Perry Street and Pershing Avenue.

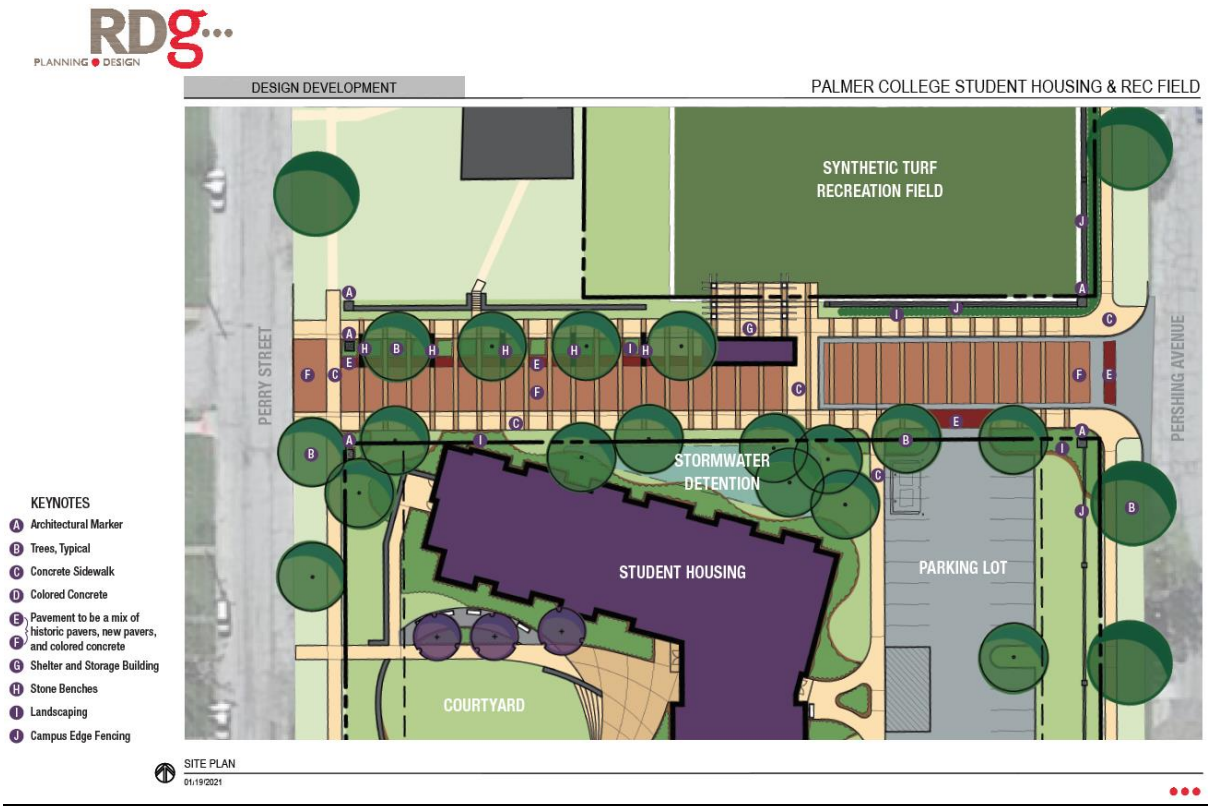
The legal descriptions of the proposed vacations are attached. The land area to be vacated are as follows:

- 11th Street between Pershing and Perry: 19,545 square feet, more or less.
- Alley in Block 89 of LeClaire's 8th Addition: 5,604 square feet, more or less.

The Petitioner has proposed ingress/egress easement from the alleys to the street to ensure adjacent properties will be able to maintain two-points of access off of the existing street network. These would be formalized as part of a subdivision.

E 12th St
E 12th St
N Perry St
Pershing Ave
E 11th St
E 11th St
E 11th St
INGRESS/EGRESS
EASEMENTS
Palmer Dr
N Perry St
N Perry St
E 10th St
Pershing Ave
E 10th St

The petitioner also intends to comply with the existing condition for the vacation of East 11th Street. A concept plan has been provided.



Analysis:

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Zoning:

The adjacent properties are zoned S-IC Institutional Campus District and R-MF Residential Multi-Family District.

Technical Review:

Streets. East 11th Street is improved with roadways and sidewalks. Street is currently listed on the protected historic brick street inventory. The Historic Preservation Commission reviews the removal of historic brick streets. The Commission recommended a conditional approval of the removal of East 11th Street between Perry Street and Pershing Avenue at its August 8, 2017. Those conditions were incorporated into the rezoning conditions of the Planned Institutional District.

Storm Water. There is no existing stormwater infrastructure within the alleys or E 11th Street rights-of-way.

Sanitary Sewer. No sanitary sewer service is located within the rights-of-way.

Other Utilities. A water main is located parallel to East 11th Street and a utility easement will be required. Electric service is located within the alley in Block 89; however the utility is able to remove their infrastructure and still service their customers and the proposed student housing.

Emergency Services. East 11th Street will serve as a fire access point for the proposed student housing. All other affected properties are adjacent to other rights-of-way and would not affect Emergency services.

Parks/Open Space. This request does not impact any existing or planned parks or public open spaces. East 11th Street will serve as a pedestrian corridor with the Palmer campus to implement the Campus Master Plan's goal of connectivity throughout the campus.

Public Input:
Public Hearing notices were sent concurrently with Case ORD20-02, which is Palmer's request for a modification to the Campus Master Plan to allow for student housing. Property owners within 200 feet of the proposed right-of-way vacation in advance of the January 19, 2021 Plan and Zoning Commission Public Hearing. No one spoke other than the applicant at the public hearing. To date, staff has not received any written objections to the request.

Staff Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings for the East 11th Street and the alley in Block 89 of LeClaire's 8th Addition in Case ROW20-02 to the City Council with a recommendation for approval subject to the listed condition.

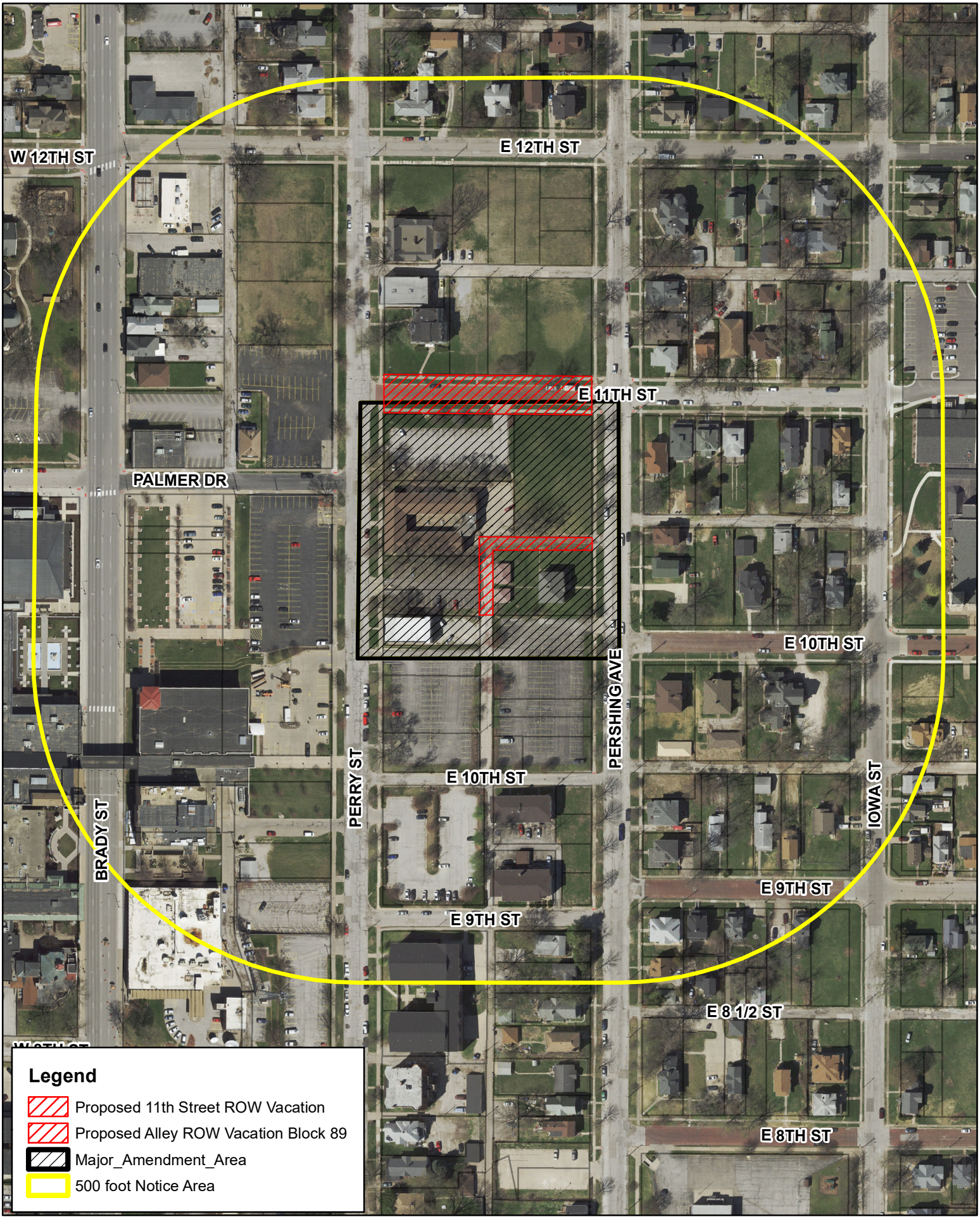
Findings:

1. The proposed right of way vacation would not impact adjacent property owners with the proposed ingress/egress easement; and
2. A utility easement would preserve the rights for utility providers maintaining utilities within the East 11th Street right-of-way.

Conditions:

1. A utility easement be dedicated for the preservation and maintenance of public utilities within the East 11th Street right-of-way.
2. An ingress/egress easement be provided from the alley to Pershing Avenue.

Case ROW20-02
Adjacent Property Owner Notice Area



HISTORIC PRESERVATION COMMISSION
Meeting Minutes

Tuesday, August 8, 2017 at 5:00 p.m.
Council Chambers
226 West 4th Street
City of Davenport, Iowa

I. Call to Order

Chairman Frueh called the meeting to order at approximately 5:00 p.m. with the following Commissioners present: Joseph Wonio, Kathleen Curoe and Robert McGivern.

Staff Present: Ryan Rusnak, Planner III

II. Commission Secretary's Report

Consideration of the July 11, 2017 regular meeting minutes.

Motion by Curio, second by Wonio to approve the July 11, 2017 regular meeting minutes.

Motion to approve was unanimous by voice vote (4-0).

III. Communications

There was none.

IV. Old Business

1. Removal of East 11th Street between Pershing Street and Perry Street from the list of maintained brick streets. Palmer College of Chiropractic, petitioner.

Aaron Christopher stated that they submitted a revised plan, which was to construct a pedestrian path in the general location of East 11th Street utilizing the bricks from East 11th Street. He also stated that they would erect historical markers commemorating the East 11th Street brick street at the path's intersection with Perry Street and Pershing Avenue. He stated that Palmer agrees to make the approval contingent upon its rezoning request to Planned Institutional District.

Rusnak stated that staff supports the request.

Motion by McGivern, second by Wonio to recommend removal of East 11th Street between Pershing Street and Perry Street from the list of maintained brick streets subject to the following conditions:

1. That the removal be contingent up the approval of Palmer College of Chiropractic's Planned Institutional District rezoning request;
2. That the path be made from bricks from the existing East 11th Street; and
3. That historical markers be erected in the location where the path intersections Perry Street and Pershing Street.

Motion to recommend approval was unanimous by roll call vote (4-0).

V. New Business

1. Case No: COA17-12: Certificate of Appropriateness to remove and replace loose damaged stucco at 627 Ripley Street. Louis P. and Clara L. (Krause) Best House is located in the Local Historic Hamburg District. David Cordes, petitioner.

Rusnak stated that staff recommends approval of COA17-12 as presented.

Cordes summarized the request and presented a brief history of building material and changes that have occurred its history.

Motion by McGivern, second by Wonio to approve COA17-12 in accordance with the work write up.

Motion to approve was unanimous by roll call vote (4-0).

VI. Other Business

1. Election of Vice-Chairperson.

Motion by Curoe, second by Wonio to nominate Robert McGivern as Vice-Chairperson.

Motion to approve was unanimous by roll call vote (4-0).

VII. Open Forum for Comment

No one from the audience spoke.

VIII. Adjournment

The meeting adjourned at 5:45 pm.

ORDINANCE NO. 2018-107

ORDINANCE for Case No. ROW17-08: Request of Palmer College of Chiropractic to rezone 37.63 acres, more or less, of property generally located between Harrison Street and Pershing Avenue and between East 12th and 5th Streets from: "R-4" Moderate Density Dwelling District, "R-6M" High Density Dwelling District, "C-1" Neighborhood Commercial District, "C-2" General Commercial District, "C-4" Central Business District and "M-1" Light Industrial District to "PID" Planned Institutional District [3rd Ward]

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:
Section 1. The following described property in Scott County, Iowa real estate is hereby rezoned from: "R-4" Moderate Density Dwelling District, "R-6M" High Density Dwelling District, "C-1" Neighborhood Commercial District, "C-2" General Commercial District, "C-4" Central Business District and "M-1" Light Industrial District to "PID" Planned Institutional District:

Part of the Northwest Quarter of Section 25, Township 78 North, Range 3 East and the Northeast and Southeast Quarter Section 26, Township 28 North, Range 3 East of the 5th Principal Meridian, Scott County, Iowa, more particularly described as follows:

Beginning at the intersection of the centerlines of Main Street and Palmer Drive; thence east along said centerline of Palmer Drive to the centerline of Brady Street; thence North along said centerline of said Brady Street to the south property line of 1139 Brady Street extended westerly to the centerline of Main Street; thence East along said south property line and its extensions westerly and easterly to the centerline of a public alley; thence North along said centerline of said public alley to the centerline of East 12th Street; thence East along said centerline of East 12 Street to the centerline of Pershing Avenue; thence South along said centerline of Pershing Avenue to the south property line of 826 Pershing Avenue extended easterly to the centerline of Pershing Avenue; thence West along said south property line and its extensions easterly and westerly to the centerline of a public alley; thence South along said centerline of a public alley to the south property line of 809 Perry Street extended easterly; thence West along said south property line to the southwest corner of 809 Perry Street; thence north to the south line of 809 Perry Street; thence west along the south line of 809 Perry Street and its extension westerly to the centerline of Perry Street; thence South along said centerline of Perry Street to the north property line of 702 Perry Street extended easterly to the centerline of Perry Street; thence west along said north property line and its easterly extension to the west property line of 702 Perry Street; thence south along said west property line of 702 Perry Street and its southerly extension to the centerline of East 7th Street; thence West along said centerline of East 7th Street to the

centerline of Brady Street; thence South along said centerline of Brady Street to the centerline of a public alley extended easterly to centerline of Brady Street; thence West along said centerline of a public alley and its westerly extension to the centerline of Main Street; thence North along said centerline of Main Street to the north property line of 614 Main Street (Devries Halligan McCabe Funeral Home) extended easterly to the centerline of Main Street; thence west along said north property line and its extensions easterly and westerly to the centerline of a public alley; thence North along said centerline of a public alley to the north property line of 703 Harrison Street extended easterly to the centerline of a public alley; thence West along said north property line and its extensions easterly and westerly to the centerline of Harrison Street; thence North along said centerline of Harrison Street to the centerline of West 8th Street extended westerly to centerline of Harrison Street; thence East along said centerline of West 8th Street to the centerline of Main Street; thence North along said centerline of Main Street to the Point of Beginning.

Properties excluded from the above described PID boundary are as follows: 805 Brady Street, 1111 Perry Street, and 208 East 11th Street.

Four additional properties included in the PID boundary but not attached to the above described boundary are described as follows:

Beginning at the intersection of the centerlines of Brady Street and East 6th Street; thence east along the centerline of East 6th Street to the centerline of Pershing Avenue; thence south along said centerline of Pershing Avenue to the centerline of a public alley extended easterly to the centerline of Pershing Avenue; thence west along said centerline of a public alley and its extensions easterly and westerly to the west right of way line of Perry Street; thence south along said west right of way line to the south line of 520 Perry Street; thence west along said south line and its westerly extension to the centerline of Brady Street; thence north along said centerline of Brady Street to the Point of Beginning.

The boundaries of the legal descriptions contain 48.58 acres, more or less.

Section 2. The following conditions are hereby imposed upon said rezoning:

1. That any property rendered non-conforming by the adoption of the "PID" Planned Intuitional District not be subject to Section 17.46.020 entitled Discontinuance-Conformance required;
2. That the buildings achieve consistency with the required 25 foot front yard setback if a "PID" Planned Institutional District ordinance amendment is not adopted to allow setback reductions as depicted on the adopted Land Use Plan;
3. That Palmer College of Chiropractic formally requests the vacation/abandonment of the public streets and alleys depicted on the Land Use Plan as private use by Palmer College of Chiropractic. These areas on the Land Use are descriptive only with respect to the future use of the property and does not compel approval of any vacation/abandonment request; and
4. In the event that East 11th Street between Perry Street and Pershing Avenue is vacated and conveyed to Palmer College of Chiropractic, a pedestrian walkway be constructed from Perry Street to Pershing Avenue in the general location of East 11th Street utilizing existing bricks from the roadway surface and that historical markers be located at its intersection with Perry Street and Pershing Avenue. The cost of removing the roadway

material, curbs and sidewalks and the installation of the pedestrian walkway and historical markers shall be the expense of Palmer College of Chiropractic.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration February 28, 2018

Second Consideration March 14, 2018

Approved March 28, 2018

Frank Klipsch
Mayor

Attest:
Jackie Holecek, MMC
Deputy City Clerk

Published in the *Quad City Times* on April 10, 2018

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **2/24/2021**

Subject:
First Consideration: Ordinance for Case REZ20-09 being the request of S.J. Russell, L.C. on behalf of the Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. [Ward 6]

THE PROTEST RATE IS OVER 20%. 8 VOTES REQUIRED FOR PASSAGE.

Recommendation:
Adopt the Ordinance.

Background:
The Plan and Zoning Commission considered Case REZ20-09 at its February 2, 2021 meeting and voted to forward the request to City Council with a recommendation for approval. The purpose of the rezoning is to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development [Ward 6].

The Commission vote was 7 yes, 0 no, and 2 abstention. The protest rate is 32.4%.

Findings:
1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial (RC) along the 53rd Street corridor and Residential General (RG) on the southern portion of the site.
2. The proposed C-2 Corridor Commercial District is compatible with the zoning of nearby property on 53rd Street. However, the proposed R-MF Multi-Family Residential District creates a higher density than the surrounding neighborhoods, which are zoned R-3 Single-Family and Two-Family Residential District. Therefore, conditions requiring enhanced landscaping buffers and a reduction in the maximum building height are needed to mitigate potential impacts between land uses.
3. Special consideration must be given to the increased density the proposed rezoning petition. A traffic study is required to address increased traffic demand on the major arterial roadway and local streets. Requiring a traffic signal on 53rd Street and a public north-south road through the development site will aid in mitigating traffic and emergency response concerns.
4. Rezoning the property to C-2 Corridor Commercial District and R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:
1. The City Council is requested to pass a resolution amending the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map.
2. A traffic study is required and additional traffic safety measures may be required as development occurs.
3. A north-south public street shall be required to connect Lakeview Parkway to Eastbury

Estates Drive.

4. A traffic signal shall to be required at the intersection of Lakeview Parkway and East 53rd Street.
5. A second ingress/egress point to East 53rd Street shall be required.
6. Street connections to East 51st Street and Hawk Drive shall be prohibited.
7. The multi-purpose trail shall be extended to the west property line.
8. A 20-foot setback on the eastern and western-most property lines in the C-2 zoning district shall be required where abutting commercial zoning districts.
9. A 30-foot buffer shall be required on the eastern, western and southern-most property lines of the subject property where abutting residential districts.
10. The height of structures in the R-MF zoning district shall be no greater than 35 feet.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Backup Material	Zoning Analysis & Backup Material
🗋	Backup Material	Public Comments
🗋	Backup Material	Additional Public Comments
🗋	Backup Material	Additional Public Comment

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Werderitch, Matt	Approved	2/9/2021 - 12:12 PM

ORDINANCE NO. _____

ORDINANCE for Case REZ20-09 being the equest of S.J. Russell, L.C. on behalf of the Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. [Ward 6]

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned to "C-2 Corridor Commercial District" and "R-MF Multi-Family Residential District".

Legal Description of the C-2 Corridor Commercial District Portion of Property:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST, OF THE 5TH PRINCIPAL MERIDIAN;

THENCE SOUTH 00°09'16" WEST 50.00 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 TO THE SOUTHERLY RIGHTOF-
WAY LINE OF 53RD STREET AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°09'16" WEST 599.44 FEET ALONG THE SAID EASTERLY LINE
OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE

WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 9;

THENCE NORTH 90°00'00" WEST 1314.08 FEET ALONG THE SAID LINE PARALLEL TO THE
NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE WESTERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST
ADDITION;

THENCE NORTH 00°23'41" EAST 590.30 FEET ALONG THE SAID WESTERLY LINE OF THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY
LINE OF OLD COVENTRY 1ST ADDITION TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD
STREET;

THENCE NORTH 90°00'00" EAST 1311.59 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY
LINE OF 53RD STREET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 9 AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 17.928 ACRES MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION, THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 IS ASSUMED TO BEAR NORTH
90°00'00" EAST).

Legal Description of the R-MF Multi-Family Residential Portion of Property:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST, OF THE 5TH PRINCIPAL MERIDIAN;

THENCE SOUTH 00°09’16” WEST 50.00 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 TO THE SOUTHERLY RIGHT-OF-
WAY LINE OF 53RD STREET; THENCE CONTINUING SOUTH 00°09’16” WEST 599.44 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°09’16” WEST 662.27 FEET ALONG THE SAID EASTERLY LINE
OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 3RD AND 4TH ADDITIONS TO THE NORTHERLY LINE OF
O’SELL’S ADDITION;

THENCE NORTH 89°36’03” WEST 1316.85 FEET ALONG THE SAID NORTHERLY LINE OF
O’SELL’S ADDITION TO THE WESTERLY LINE OF THE SAID NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST
ADDITION;

THENCE NORTH 00°23’41” EAST 662.26 FEET ALONG THE SAID WESTERLY LINE OF THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY
LINE OF OLD COVENTRY 1ST ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET;

THENCE NORTH 90°00’00” EAST 1314.08 FEET ALONG THE SAID LINE PARALLEL TO THE
NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 20.000 ACRES MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION, THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 IS ASSUMED TO BEAR NORTH 90°00'00" EAST).

Section 2. That the following findings and conditions are hereby imposed upon said rezoning:

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial (RC) along the 53rd Street corridor and Residential General (RG) on the southern portion of the site.
2. The proposed C-2 Corridor Commercial District is compatible with the zoning of nearby property on 53rd Street. However, the proposed R-MF Multi-Family Residential District creates a higher density than the surrounding neighborhoods, which are zoned R-3 Single-Family and Two-Family Residential District. Therefore, conditions requiring enhanced landscaping buffers and a reduction in the maximum building height are needed to mitigate potential impacts between land uses.
3. Special consideration must be given to the increased density the proposed rezoning petition. A traffic study is required to address increased traffic demand on the major arterial roadway and local streets. Requiring a traffic signal on 53rd Street and a public north-south road through the development site will aid in mitigating traffic and emergency response concerns.
4. Rezoning the property to C-2 Corridor Commercial District and R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:

1. The City Council is requested to pass a resolution amending the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map.
2. A traffic study is required and additional traffic safety measures may be required as development occurs.
3. A north-south public street shall be required to connect Lakeview Parkway to Eastbury Estates Drive.
4. A traffic signal shall to be required at the intersection of Lakeview Parkway and East 53rd Street.
5. A second ingress/egress point to East 53rd Street shall be required.
6. Street connections to East 51st Street and Hawk Drive shall be prohibited.
7. The multi-purpose trail shall be extended to the west property line.
8. A 20-foot setback on the eastern and western-most property lines in the C-2 zoning district shall be required where abutting commercial zoning districts.
9. A 30-foot buffer shall be required on the eastern, western and southern-most property lines of the subject property where abutting residential districts.

10. The height of structures in the R-MF zoning district shall be no greater than 35 feet.

Section 3. At its February 2, 2021 meeting, the Plan and Zoning Commission voted to forward the case to the City Council with a recommendation for approval subject to the listed findings and conditions.

Section 4. The approval of this ordinance amends and replaces the prior conditions on the real estate as set forth in Sections 17.17.010G and 17.17.010H from the City Code; per the repealer clause.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad City Times* on _____

Attest:

_____
Mike Matson
Mayor

_____
Brian Krup
Deputy City Clerk

Zoning Analysis
Development and Neighborhood Services

Subject:
REZ20-09: Request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF
Multi-Family Residential District. The purpose of the rezoning is to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development [Ward 6].

Comprehensive Plan:
Within Existing Urban Service Area: Yes
Within Urban Service Area 2035: Yes

Future Land Use Designations:
The northern 19.86 acre area along East 53rd Street is designated Regional Commercial (RC). The southern 18.06 acre portion of the property is designated as Residential General (RG) in the Davenport +2035 Land Use Plan. The boundary between the two land use designations would need to be amended.

1. **Regional Commercial (RC)** – Are the most intense commercial areas that have service boundaries that extend beyond the City limits of Davenport. Areas designated RC should be located at the intersections of major streets and have good access to interstate and other highways. Typical uses include big box retail and large office complexes; although some residential, service and institutional uses may also be located within RC. Most people will drive or take transit to areas designated RC. However, good pedestrian systems should serve these areas and focus on connectivity from the street, through parking lots and between individual uses. Connectivity to nearby neighborhoods is desirable but less important.
2. **Residential General (RG)** – Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.

Zoning:
The northern portion of the property is currently zoned C-2 Corridor Commercial District. This district is intended to address the commercial corridors that are primarily oriented toward a mix of retail, personal service, and office uses along arterial streets and collector streets adjacent to arterials streets in the City. The C-2 District accommodates auto-oriented development – both individual businesses and retail centers – and mixed-use development, with the intent of improving the pedestrian environment along Davenport's commercial corridors.

The southern half of the site is presently zoned R-4 Single-Family and Two-Family Central Residential Zoning District. This zoning district is intended to accommodate residential neighborhoods in the City of Davenport consisting of single-family and two-family homes in a dense urban development pattern. The R-4 District may also serve as a transitional district between Davenport's single-family and two-family neighborhoods and more intense uses within the City. Limited non-residential uses that are compatible

with the surrounding residential neighborhoods may be permitted in the R-4 District. The maximum building height allowed in R-4 districts is 35 feet.

The applicant is petitioning to rezone the southern portion of the property to R-MF Multi-Family Residential District. This district is intended to accommodate a high-density neighborhood environment characterized by a mixture of housing types including semi-detached dwellings, two-family dwellings, townhomes and multi-family dwellings. Single-family is not allowed in this district.
Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-MF District. The maximum building height allowed in this district is 70 feet. The petitioner has provided a concept plan showing townhomes on the southern portion with the intention of selling as owner occupied. The northern portion of the proposed R-MF would be townhouse-style rental units.

Technical Review:
City Departments reviewed the proposed Zoning Map Amendment Application for compliance with city ordinances and impacts to regional systems. City staff coordinated technical review with planning staff at the City of Bettendorf to ensure continuity between the two municipalities.

Public Input:
Letters were sent to property owners within 200 feet of the proposed request notifying them of the January 7, 2021 Neighborhood Meeting and the January 19, 2021 Plan and Zoning Commission Public Hearing.

Over 40 people attended the meeting to express concern over the proposed commercial and residential development. Discussion was generally related to the following items: impact on property values, opposition of multi-family residential development in favor of single-family homes, building height, buffering between development and the existing neighborhood, traffic on 53rd Street and neighborhood roads, typography and mass grading of the site, wet detention ponds, noise, and light spillover from commercial properties. Comments were generally opposed to the rezoning request.

In addition to the concerns raised at the neighborhood meeting, written comments received after the Plan and Zoning Commission public hearing have highlighted concerns over the capacity of the school district and an increase in crime.

In response to public comments, Dan Dolan Homes has committed to a building height restriction of thirty-five feet, which is consistent with the adjacent residential zoning districts. Both Russell Construction and Dan Dolan Homes have agreed to a minimum thirty foot buffer along the eastern, western, and southern property lines where abutting residential. The overall site plan is being modified to address City and property owner concerns. A revised concept plan has been included in the report, and is subject to change as the petitioner seeks to address additional concerns and incorporate the conditions outlined in staff's recommendation.

Protest Petitions
As of Friday February 12, 2021, staff has received fifty-one protest petitions from adjacent property owners within the 200 foot notification boundary. The percentage of protests impacts City Council action requirements. When the protest rate exceeds the 20% threshold, the rezoning request may only be approved by a favorable ¾ vote of the City Council. The Current protest rate is 32.4%.

Protests are accepted through the public hearing before the City Council. All protest petitions and comment received by the City are included in the staff report packet.

Discussion:
The 37.93 acre lot is currently being used for agriculture. The northern section of the property abuts East 53rd Street, which is a commercial corridor containing a mix of retail, restaurants, and offices. In contrast, the southern portion is surrounded by single-family residential neighborhoods.
The City of Bettendorf borders the eastern boundary of the development site.

In 2011, the property was rezoned as part of a Planned Development District. The Plan and Zoning Commission placed land use restrictions on the site to mitigate potential impacts to the surrounding residential neighborhoods. The development of the property never occurred, but the zoning restrictions have remained on the site. The petitioner is requesting to remove the existing land use and development restrictions from the property, adjust the commercial zoning boundary, and enable multi-family residential development.

The City Council approved Ordinance No. 2011-20 and Ordinance No. 2011-21, which placed the following restrictions on the property:

1. That the proposed uses be limited to professional offices and residential uses.
2. That building height restrictions be reviewed at the site plan phase with lower building height (step down) being located along the perimeter of the development area.
3. That at a minimum, a buffer yard of fifty feet containing an undulated five to six foot berm be established along and within the commercially zoned area and that this buffer yard be developed with the following plantings: three canopy trees, 6 understory trees and 9 shrubs or evergreens/conifers per 100 linear feet. This buffer yard and berm shall be established during construction of any portion of the commercial zoned area.
4. 275 foot building setback line on both the east and west boundaries of the commercial zoning (no buildings allowed in the setback area for both east and west side setbacks other than residential lots on west side (houses to be built on residential lots).
5. A maximum of six buildings in the commercially zoned area.
6. A maximum commercial footprint of 160,000 square feet within the commercially zoned area.
7. A maximum commercial total square feet of 240,000 square feet within the commercial zoned area.
8. A maximum of two story height on the commercial buildings.
9. Any commercial buildings located on the approximate 40% of the PDD area can be no higher than one story above finished grade.
10. That with each site plan, preliminary or final plat provision be made for the dedication of right-of-way for the dedication of right-of-way for: the easterly extension of East 51st Street to Hawk Drive; the northerly extension of Eastbury Estates Drive to East 51st Street; the southerly extension of Lakeview Parkway to East 51st Street; and a northerly connection from East 51st Street to the northerly development site. Review of this connection and any necessary traffic calming measures be done in conjunction with the review and approval of the associated development plan or subdivision platting.
11. That at least 50% of the residential development be single-family detached housing and said detached housing be located abutting the existing single-family development.

Why is a Zoning Map Amendment Required?
The zoning map amendment is required to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development.

Approval Standards for Map Amendments (Chapter 17.14.040)
The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and Zoning Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

a. The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Staff Response: The property is designated Regional Commercial (RC) and Residential General (RG) in the Davenport +2035 Land Use Plan. The modified boundary for Regional Commercial (RC) on the northern portion of the development site is compatible with the surrounding area. 53rd Street has developed as a major commercial corridor in both the City of Davenport and the City of Bettendorf. The applicant is attracting retail, office, service, and institutional development to the property within the C-2 Zoning District, which is consistent with the established character of 53rd Street.

The southern portion of the site will remain Residential General (RG). However, the boundary will be modified to reflect the conceptual site plan. This land use is consistent with the neighborhoods south of 53rd Street and east of Utica Ridge Road. The surrounding neighborhoods are single-family residential to the west, south, and east of the site. The Residential General (RG) land use classification allows for higher density housing along edges and transition areas.

It is staff's opinion that a condition shall be placed on the Zoning Map Amendment requesting City Council to adopt a resolution amending the Regional Commercial (RC) and Residential General (RG) boundaries on the Future Land Use Map to reflect the proposed development.

b. The compatibility with the zoning of nearby property.

Staff Response: The subject property is located on a commercial corridor, spanning both the City of Davenport and the City of Bettendorf. Land uses to the north of 53rd Street include medical and professional offices. The properties directly east comprise a bank, restaurant, and gas station. Developing the northern portion of the site for similar office, retail, and restaurant establishments is compatible with the zoning of nearby property. To reduce potential conflict with adjacent uses, staff recommends a 20-foot setback on the eastern and western-most property lines in the C-2 zoning district where abutting commercial zoning districts.

It is staff's opinion that the proposed amendment to R-MF Multi-Family Residential District is with no restrictions is incompatible with the zoning of nearby property. The existing R-4 Single-Family and Two-Family Residential District serves as a more appropriate transitional zone between the lower density neighborhoods and the more intense commercial uses on the northern portion of the site. To minimize impacts to the homes on Hamilton Court, 49th Court, 49th Street, and Dove Court,

staff recommend a 30-foot buffer along the eastern, western and southern-most property lines that abut residential districts. A height restriction of 35 feet would also reduce overall potential density.

c. The compatibility with established neighborhood character.

Staff Response: The established neighborhood character is primarily commercial along 53rd Street and residential to the west, south, and east of the subject property. It is staff's opinion that the C-2 Corridor Commercial District on the northern portion of the site is compatible with the existing zoning along the 53rd Street corridor. However, the rezoning classification to R-MF Multi-Family Residential District will create a higher-density residential environment that is inconsistent with the established character of the surrounding single-family neighborhood. R-MF allows multi-family and townhouse style developments of 3-units or more, which diverges from the established adjacent neighborhoods. However the change in housing types can help transition between single and two-family homes to a commercial development. To address the differences in density, it is staff's opinion that a buffer, landscaping, and building height restrictions are necessary.

d. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

Staff Response: The proposed commercial with result in additional traffic along the 53rd Street corridor. The proposed multi-family development substantially increases the density of the subject property, which will generate additional trips onto 53rd Street, Hawk Drive, and Eastbury Estates Drive. The commercial and residential development of the site requires a traffic study to ensure appropriate infrastructure is in place to address the projected increase in traffic volume on 53rd street and the surrounding residential neighborhoods. City staff recommend a north-south public road be constructed extending Eastbury Estates Drive north to 53rd Street. The new public right-of-way shall align with Lakeview Parkway. This will direct site traffic to a major arterial roadway and reduce traffic on the local streets. A traffic signal shall be installed at the newly created four way intersection. To alleviate congestion at the new traffic signal, a second access point is required further east on 53rd Street.

Based on comments from the City of Bettendorf and adjacent property owners, internal roads shall not connect to 51st Street and Hawk Drive. This ensures local residential roads do not receive higher traffic volumes. In order to enhance walkability and bicycle infrastructure, city staff recommend an extension of the ten foot multi-use path to the west property line. The final placement of streets will be reviewed during the subdivision process.

It is staff's opinion that the proposed zoning map amendment fails to adequately promote the public health, safety, and welfare of the City. The revised conceptual development plan addresses the negative traffic impacts to the regional transportation system on the proposed R-MF area. The C-2 area has not been revised to show staff recommendations on the transportation network. Internal road connectivity is required to ensure emergency response times and service standards. Staff believes adding conditions to the rezoning request can address and mitigate the impacts to the regional transportation network.

e. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

Staff Response: Under the current Zoning Ordinance, strict conditions are placed on the commercial portion of the site that limit setbacks, building height, building footprint, number of buildings, total square footage of buildings, and uses. It is staff's opinion that the existing development restrictions on the commercial portion of the site be removed and replaced with modified conditions. The recommended conditions will promote development of the site while recognizing the concerns of the abutting residential property owners.

The current zoning restrictions on the residential portion of the property require the connection of 51st Street, Hawk Drive, and Eastbury Estates Drive. In collaboration with the City of Bettendorf, it was determined that the road network eliminate the connection of 51st Street and Hawk Drive. Instead, a new public road connecting Eastbury Estates Drive to 53rd Street should be constructed to enhance connectivity and direct traffic away from the abutting neighborhoods. The existing zoning conditions require at least fifty percent of the residential development be single-family detached housing, which better maintains the character of the established neighborhoods. The conditions placed are appropriate for the level of density that is permitted under the current zoning.

f. The extent to which the proposed amendment creates nonconformities.

Staff Response: The undeveloped 37.93 acre site satisfies the dimensional standards for C-2 Corridor Commercial District and the R-MF Multi-Family Residential District. Dimensional standards, such as lot area, lot width, setbacks, building coverage, and impervious surface will be addressed during the subdivision and development process.

It is staff's opinion that the proposed amendment will not create any nonconformities. City staff are recommending a condition that the height of structures in the R-MF Multi-Family Residential District be no greater than thirty-five feet, which is the same height restriction in the abutting R-3 Single-Family and Two-Family Residential District. Reducing the maximum building height from seventy feet to thirty-five feet will create consistency with the surrounding single and two story homes.

Plan and Zoning Commission
REZ 20-09
4607 East 53rd Street

Rezone R-4 to R-MF and C-2
Revise Zoning Areas and Special Conditions

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 250 500 1,000 1,500 2,000
Feet

N

Zoning Map Amendment (Rezoning) Request
REZ 20-09
4607 East 53rd Street

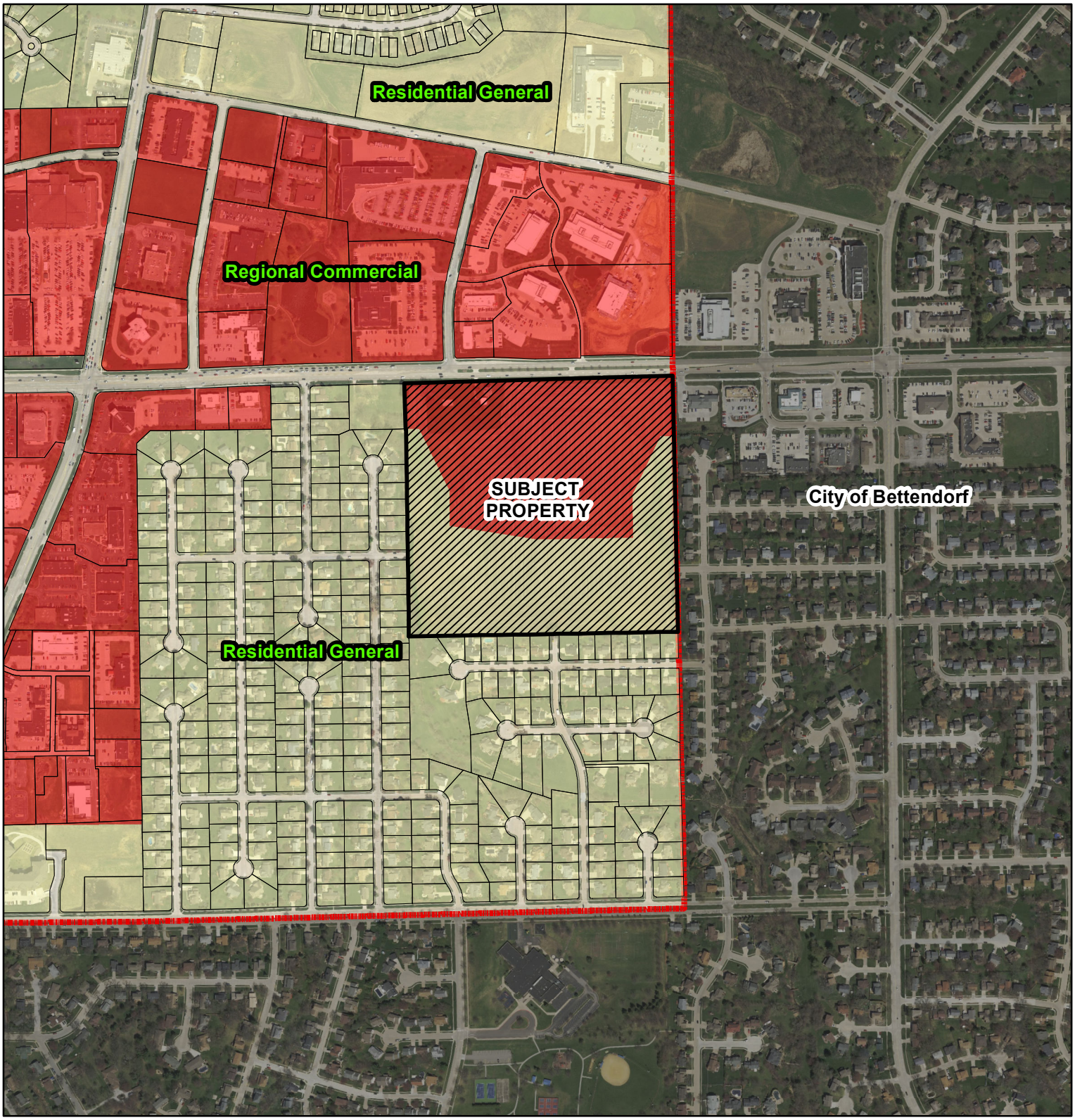
Rezone R-4 to R-MF and C-2
Revise Zoning Areas and Special Conditions

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 250 500 1,000 1,500 2,000
Feet

N

Future Land Use Map - Davenport +2035
REZ 20-09
4607 East 53rd Street



Rezone R-4 to R-MF and C-2
Revise Zoning Areas and Special Conditions

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 250 500 1,000 1,500 2,000
Feet

N

ORDINANCE 2011-20

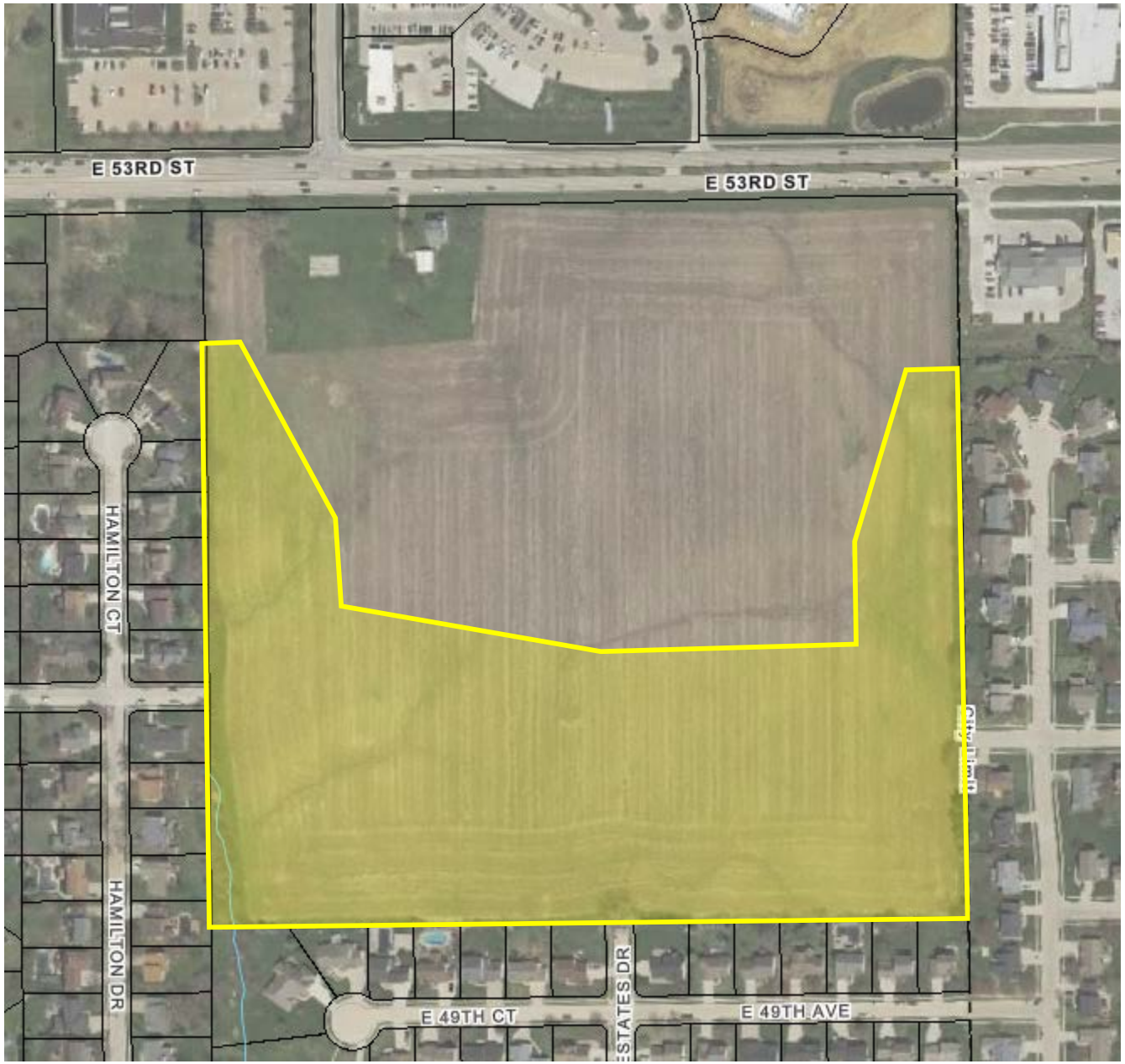
1. **Condition 6.** That the proposed uses be limited to professional offices and residential uses.
2. **Condition 7.** That building height restrictions be reviewed at the site plan phase with lower building height (step down) being located along the perimeter of the development area. Note: site plan replaced development plan.
3. **Condition 9.** That at a minimum, a buffer yard of fifty feet containing an undulated five to six foot berm be established along and within the commercially zoned area and that this buffer yard be developed with the following plantings: three canopy trees, 6 understory trees and 9 shrubs or evergreens/conifers per 100 linear feet. This buffer yard and berm shall be established during construction of any portion of the commercial zoned area. Note: Condition 9 was modified to remove reference to previous Zoning Ordinance and the timing of improvements.
4. **Condition 12.** 275 foot building setback line on both the east and west boundaries of the commercial zoning (no buildings allowed in the setback area for both east and west side setbacks other than residential lots on west side (houses to be built on residential lots). Note: of the commercial zoning replaced on the PDD.
5. **Condition 13.** A maximum of six buildings in the commercially zoned area. Note: commercial zoned area replaced PDD.
6. **Condition 14.** A maximum commercial footprint of 160,000 square feet within the commercially zoned area. Note: within the commercial zoned area replaced on the PDD.
7. **Condition 15.** A maximum commercial total square feet of 240,000 square feet within the commercial zoned area. Note: within the commercial zoned area replaced on the PDD.
8. **Condition 16.** A maximum of two story height on the commercial buildings.
9. **Condition 19.** Any commercial buildings located on the approximate 40% of the PDD area can be no higher than one story above finished grade. Note: commercially zoned area replaced PDD area and removed reference to attached drawing.

Link: Ordinance 2011-20 for meeting date 1-26-2011.pdf

19.86 Acre Area South of 53rd Street, West of Utica Ridge Road

ORDINANCE 2011-21

1. **Condition 3.** That with each site plan, preliminary or final plat provision be made for the dedication of right-of-way for the dedication of right-of-way for: the easterly extension of East 51st Street to Hawk Drive; the northerly extension of Eastbury Estates Drive to East 51st Street; the southerly extension of Lakeview Parkway to East 51st Street; and a northerly connection from East 51st Street to the northerly development site. Review of this connection and any necessary traffic calming measures be done in conjunction with the review and approval of the associated development plan or subdivision platting. Note: site plan replaced development plan.
2. **Condition 4.** That at least 50% of the residential development be single-family detached housing and said detached housing be located abutting the existing single-family development.



Link: Ordinance 2011-21 for meeting date 1-26-2011.pdf

18.06 Acre Area South of 53rd Street, West of Utica Ridge Road

Complete application can be emailed to planning@ci.davenport.ia.us

Property Address* 4607 53rd St

***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)**

Name:	Caitlin Russell
Company:	S.J. Russell, L.C.
Address:	4700 E. 53rd Street
City/State/Zip:	Davenport, IA 52807
Phone:	563-459-4600
Email:	crussell@russellco.com

Owner (if different from Applicant)

Name:	Sophie Foster Revocable Trust
Company:	
Address:	6590 Golf Course Rd
City/State/Zip	Bettendorf, IA 52722
Phone:	563-355-3048
Email:	

Engineer (if applicable)

Name:	Mark Harpole
Company:	Shive-Hattery, Inc.
Address:	1701 River Dr., Suite 200
City/State/Zip	Moline, IL 61265
Phone:	309-764-7650
Email:	mharpole@shive-hattery.com

Architect (if applicable)

Name:	
Company	
Address:	
City/State/Zip:	
Phone:	
Email:	

Attorney (if applicable)

Name:	Jennifer Smith
Company:	S.J. Russell, L.C.
Address:	4700 E. 53rd Street
City/State/Zip:	Davenport, IA 52807
Phone:	563-209-3982
Email:	jensmith@russellco.com

**Application Form Type:*

Plan and Zoning Commission

- Zoning Map Amendment (Rezoning) ☑
- Planned Unit Development ☐
- Zoning Ordinance Text Amendment ☐
- Right-of-way or Easement Vacation ☐
- Voluntary Annexation ☐

Zoning Board of Adjustment

- Zoning Appeal ☐
- Special Use ☐
- Hardship Variance ☐

Design Review Board

- Design Approval ☐
- Demolition Request in the Downtown ☐
- Demolition Request in the Village of East Davenport ☐

Historic Preservation Commission

- Certificate of Appropriateness ☐
- Landmark Nomination ☐
- Demolition Request ☐

Administrative

- Administrative Exception ☐
- Health Services and Congregate Living Permit ☐

****If the applicant is different from the property owner, please submit an authorization form or an accepted contract for purchase.**

Request:

Existing Zoning: C-2 and R-4

Proposed Zoning Map Amendment: Revise zoning areas and special conditions, change R-4 to R-MF zoning.

Purpose of the Request:

Revise the areas of the C-2 and residential zoning per the attached legal descriptions. Request change in zoning of the residential area from R-4 to R-MF. Request removal of the special zoning conditions established in Ordinance No. 2011-20 and Ordinance 2011-21 with the understanding that new special conditions may be established as part of the Planning and Zoning review process.

Total Land Area: 37.928 Acres

Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: ☑ Yes ☐ No

Submittal Requirements:

- The completed application form.
- Recorded warranty deed or accepted contract for purchase.
- Authorization form, if applicable. If the property is owned by a business entity, please provide Articles of Incorporation.
- A legal description of the request if not easily described on the deed or contract for purchase.
- Required fee:
  Zoning Map Amendment is less than 1 acre - $400.
  Zoning Map Amendment is one acre but less than 10 acres - $750 plus $25/acre.
  Zoning Map Amendment is 10 acres or more - $1,000 plus $25/acre.
  $10.00 per sign; more than one sign may be required depending upon the area of the request.

Formal Procedure:

(1) Application:
- Prior to submission of the application, the applicant shall correspond with Planning staff to discuss the request, potential alternatives and the process.
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

(2) Plan and Zoning Commission public hearing:
- The City shall post notification sign(s) in advance of the public hearing. A minimum of one sign shall be required to face each public street if the property has frontage on that street. It is Planning staff's discretion to require the posting of additional signs. The purpose of the notification sign(s) is to make the public aware of the request.
- The applicant shall make a presentation regarding the request at a neighborhood meeting. The purpose of meeting is to offer an opportunity for both applicant and neighboring residents/property owners to share ideas, offer suggestions, and air concerns in advance of the formal public hearing process. Planning staff will coordinate meeting date, time, and location and send notices to surrounding property owners.
- The Plan and Zoning Commission will hold a public hearing on the request. Planning staff will send notices to surrounding property owners.

(3) Plan and Zoning Commission's consideration of the request:
- Planning staff will perform a technical review of the request and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will vote to provide its recommendation to the City Council.
- If the Plan and Zoning Commission recommends denial, the request may only be approved by a favorable 3/4 vote of the City Council.

Formal Procedure (continued):

(4) City Council's consideration of the request:

- The Committee of the Whole (COW) will hold a public hearing on the request. Planning staff will send a public hearing notice to surrounding property owners.
- If property owners representing 20% or more of the area within 200 feet of the exterior boundaries of the request submit a written protest, the request may only be approved by a favorable 3/4 vote of the City Council. For the purpose of the 20% protest rate, formal protests will be accepted until the public hearing is closed.
- The City Council will vote on the request. For a zoning map amendment to be approved three readings of the Ordinance are required; one reading at each Council Meeting. In order for the Ordinance to be valid it must be published. This generally occurs prior to the next City Council meeting.

Applicant: Caitlin Russell, S.J. Russell, L.C. Date: 12/28/2020

By typing your name, you acknowledge and agree to the aforementioned submittal requirements and formal procedure and that you must be present at scheduled meetings.

Received by: _____ Date: _____

Planning staff

Date of the Public Hearing: _____

Meetings are held in City Hall Council Chambers located at 226 West 4th Street, Davenport, Iowa.

Authorization to Act as Applicant

I, Ms. Sophie Foster authorize **S.J. Russell, L.C.** to act as applicant, representing me/us before the City of Davenport Plan and Zoning Commission and City Council for the property located at 4607 East 53rd Street, Davenport, Iowa

Sophie Foster

Sophie Foster

Signature(s)*

*Note, original signature required

Doc ID: 022579930004 Type: LAN
Recorded: 11/19/2020 at 02:48:02 PM
Fee Amt: $22.00 Page 1 of 4
Scott County Iowa
Rita A. Vargas Recorder
File 2020-00036966

FOR RECORDER'S USE ONLY

Prepared By: Nicholas J Esser, Vice President, Fortress Bank, 9000 North Knoxville Ave., Peoria, IL 61615, (309) 966-4850

RECORDATION REQUESTED BY:
Fortress Bank, Peoria, 9000 North Knoxville Ave., Peoria, IL 61615

WHEN RECORDED MAIL TO:
Fortress Bank, Peoria, 9000 North Knoxville Ave., Peoria, IL 61615

MODIFICATION OF MORTGAGE

00000010000003206807401116 2020

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 2 of this Modification. The legal description can be found on page 2 of this Modification. The related document or instrument number can be found on page 2 of this Modification.

THIS MODIFICATION OF MORTGAGE dated November 16, 2020, is made and executed between Sophie Foster, not personally but as Trustee on behalf of Sophie Foster Revocable Trust Dated November 14, 2005, whose address is 6590 Golf Course Road, Bettendorf , IA 52722 (referred to below as "Grantor") and Fortress Bank, whose address is 9000 North Knoxville Ave., Peoria, IL 61615 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 14, 2019 (the "Mortgage") which has been recorded in Scott County, State of Iowa, as follows:

Recorded in Scott County, Iowa as Document ID 022195600020 on December 13, 2019.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Scott County, State of Iowa:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4607 E 53rd Street, Davenport, IA 52807. The Real Property tax identification number is N0910-01.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extending Maturity Date to November 16, 2021.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 16, 2020.

GRANTOR:

SOPHIE FOSTER REVOCABLE TRUST DATED NOVEMBER 14, 2005

By: Sophie Foster

Sophie Foster, Trustee of Sophie Foster Revocable Trust Dated November 14, 2005

LENDER:

FORTRESS BANK

X

Nicholas J Esser, Vice President

TRUST ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

This record was acknowledged before me on Nov 2, 2020 by **Sophie Foster, Trustee of Sophie Foster Revocable Trust Dated November 14, 2005.**

Mary Claire Griffith
Notary Public in and for the State of IOWA
My commission expires 27 Feb 2021

NOTARIAL SEAL IOWA
MARY CLAIRE GRIFFITH
Commission Number 809155
My Commission Expires
February 27, 2021

LENDER ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

This record was acknowledged before me on 2 Nov, 2020 by **Nicholas J Esser as Vice President of Fortress Bank.**

Mary Claire Griffith
Notary Public in and for the State of IOWA
My commission expires 27 Feb 2021

NOTARIAL SEAL IOWA
MARY CLAIRE GRIFFITH
Commission Number 809155
My Commission Expires
February 27, 2021

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IA/IL C:\CFI\LPL\G201.FC TR-22126 PR-189

EXHIBIT A

Part of the Northeast Quarter of the Southwest Quarter of Section 9, T78N, R4E, of the 5th P.M. Davenport, Scott County, Iowa, more particularly described as follows:

Commencing as a point of reference at the Northeast corner of the Northeast quarter of the Southwest Quarter of Section 9, T78N ,R4E, of the 5th P.M. thence South 00°09'16" West 50.00 feet along the East line of the Northeast Quarter of the Southwest Quarter of said Section 9 to the Southerly right-of-way line of 53rd Street and the point of beginning of the parcel herein described (for the purposes of this description of the North line of the Northeast Quarter of the Southwest Quarter of said Section 9 is assumed to bear North 90°00'00" East);

thence South 00°09'16" West 1261.71 feet along the East line of the said Northeast Quarter of the Southwest Quarter of Section 9 and the Westerly line of Hunter Meadows 3rd and 4th Additions to the City of Bettendorf, Scott County, Iowa;

thence North 89°36'03" West 1316.85 feet to the West line of the said Northeast Quarter of the Southwest Quarter of Section 9 and the Easterly line of Olde Coventry First Addition to the City of Davenport, Scott County, Iowa;

thence North 00°23'41" East 1252.56 feet along the said West line of the Northeast Quarter of the Southwest Quarter of Section 9 and the Easterly line of Olde Coventry First Addition to the said Southerly right-of-way line of 53rd Street;

thence North 90°00'0" East 1311.59 feet along the said Southerly right-of-way line of 53rd Street to the point of beginning.

This parcel contains 37.93 acres more or less.

LAND DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST, OF THE 5TH PRINCIPAL MERIDIAN;

THENCE SOUTH 00°09'16" WEST 50.00 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°09'16" WEST 599.44 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9;

THENCE NORTH 90°00'00" WEST 1314.08 FEET ALONG THE SAID LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE WESTERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION;

THENCE NORTH 00°23'41" EAST 590.30 FEET ALONG THE SAID WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET;

THENCE NORTH 90°00'00" EAST 1311.59 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 17.928 ACRES MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION, THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 IS ASSUMED TO BEAR NORTH 90°00'00" EAST).

LAND DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 4 EAST, OF THE 5TH PRINCIPAL MERIDIAN;

THENCE SOUTH 00°09'16" WEST 50.00 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET;

THENCE CONTINUING SOUTH 00°09'16" WEST 599.44 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°09'16" WEST 662.27 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 3RD AND 4TH ADDITIONS TO THE NORTHERLY LINE OF O'SELL'S ADDITION;

THENCE NORTH 89°36'03" WEST 1316.85 FEET ALONG THE SAID NORTHERLY LINE OF O'SELL'S ADDITION TO THE WESTERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION;

THENCE NORTH 00°23'41" EAST 662.26 FEET ALONG THE SAID WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE EASTERLY LINE OF OLD COVENTRY 1ST ADDITION TO A LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET;

THENCE NORTH 90°00'00" EAST 1314.08 FEET ALONG THE SAID LINE PARALLEL TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 53RD STREET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE WESTERLY LINE OF HUNTER MEADOW 4TH ADDITION AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 20.000 ACRES MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION, THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 IS ASSUMED TO BEAR NORTH 90°00'00" EAST).

53RD STREET

EXISTING SINGLE FAMILY

DOG PARK WITH CHAIN LINK FENCE

OFFICE

5' SIDEWALK

WET DETENTION

EXISTING SINGLE FAMILY

HAMILTON DRIVE

EAST 51ST ST.

HAWK DRIVE

DOVE COURT

LANDSCAPE BUFFER / SCREEN

28 27 26 25 24 23 22

29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

WET DETENTION

EXISTING SINGLE FAMILY

PARK

21 20 19 18 17 16 15 14

SETBACK

13 12 11 10 9 8 7 6 5 4 3 2 1

SETBACK

LANDSCAPE BUFFER / SCREEN

FL EXISTING CREEK

EXISTING SINGLE FAMILY

EASTBURY ESTATES DR

EXISTING SINGLE FAMILY

RESIDENTIAL DEVELOPMNET

DAN DOLAN HOMES

2020-12-28
S.J. Russell, L.C.
Sophie Foster Property
3204340

COMMERCIAL DEVELOPMENT

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD MUSCATINE, IOWA
PHONE (563) 263-7661 EMAIL info@martin-whitacre.com

F:\CIVIL3D PROJECTS\8630 DOLAN 20 ACRES DAVENPORT\20 DESIGN DRAWINGS\8630 - DOLAN EXHIBIT.DWG PLOTTED: 1/29/2021

#	DATE	DESCRIPTION	BY

DESIGNED BY: MWJ
DRAWN BY: RAM
PROJECT ENGR: MWJ

Martin & Whitacre Surveyors & Engineers, Inc.
1508 BIDWELL ROAD MUSCATINE, IOWA
PHONE (563) 263-7691 EMAIL info@martin-whitacre.com

DOLAN 20 ACRE DEVELOPMENT
DAVENPORT, IOWA

OVERALL SITE DEVELOPMENT CONCEPT
DOLAN CONDEPT - E

PROJ NO: 8630.20
CONST PROJ: 000
SCALE: AS NOTED
DATE: 1/29/21

DRAWING NO: EX-6
SHEET NO:

DAVENPORT
DEVELOPMENT & NEIGHBORHOOD SERVICES

REZONING REQUEST NOTICE | Plan and Zoning Commission

Rezoning Request
REZ20-09: Request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. [Ward 6].

To: All property owners within 200 feet of the subject property located at **4607 East 53rd Street.**

Neighborhood Meeting
Date: 1/7/2021 Time: 5:30 PM Location: Birchwood Learning Center | 4620 East 53rd Street.

Plan and Zoning Commission Public Hearing
Date: 1/19/2021 Time: 5:00 PM Location: Council Chambers | City Hall | 226 W. 4th ST.

What is this About?
This notice is being sent to inform you that a neighborhood meeting and a public hearing will be held for a Zoning Map Amendment. The purpose of the Zoning Map Amendment is to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development.

What are the Next Steps after the Neighborhood Meeting and Public Hearing?
The Plan and Zoning Commission will hold a formal public hearing at their meeting on January 19, 2021. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on February 2, 2021. The Commission's recommendation will be forwarded to the City Council, which is the final review authority. For the specific dates and times of subsequent meetings, please contact the case planner below. As a reminder, **Face masks are required for all in person attendance.**

Would You Like to Submit an Official Comment?
As a neighboring property owner you may have an interest in commenting on the proposed request via email or in person at the public hearing. Send written comments to planning@davenportiowa.com (no later than 12:00 PM *one day before* the public hearing) or to: Planning, 1200 E 46th St, Davenport IA 52807.

On-line/Telephone Participation at the Plan and Zoning Commission Public Hearing:
Persons may join the meeting virtually: https://www.gotomeet.me/Davenport_Planning/planzoning & at 1-866-899-4679 with access code: 492-653-453. All documents related to the meeting (agenda included) are at "Search Minutes & Agendas": www.cityofdavenportiowa.com/boards Mondays before the meeting/public hearing.

Do You Have Any Questions?
If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Matt Werderitch) at matt.werderitch@davenportiowa.com or 563-888-2221. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note items may be removed or tabled to a future hearing date at the request of the Applicant or Commission/Board. Those interested verifying case actions and/or tablings, please contact Planning at 563-326-6198 or planning@davenportiowa.com for updates.

Adjacent Property Owner Notice Area
REZ 20-09
4607 East 53rd Street

Rezone from C-2 and R-4 to C-2 and R-MF
Revise Zoning Areas and Special Conditions

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 115 230 460 690 920 Feet

N

DAVENPORT
DEVELOPMENT & NEIGHBORHOOD SERVICES

Public Hearing Notice | Committee of the Whole

Date: 2/17/2021
Time: 5:30 PM

Location: Council Chambers | City Hall | 226 W. 4th ST.
Subject: Public Hearing for a Rezoning Request Before the Committee of the Whole

To: All property owners within 200 feet of the subject property located at **4607 East 53rd Street**

There is on file in the Development and Neighborhood Services Department (DNSD), on behalf of the Plan and Zoning Commission, the following request:

REZ20-09: Request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to rezone the property located at 4607 East 53rd Street to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. The purpose of the rezoning is to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development [Ward 6].

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial (RC) along the 53rd Street corridor and Residential General (RG) on the southern portion of the site.
2. The proposed C-2 Corridor Commercial District is compatible with the zoning of nearby property on 53rd Street. However, the proposed R-MF Multi-Family Residential District creates a higher density than the surrounding neighborhoods, which are zoned R-3 Single-Family and Two-Family Residential District. Therefore, conditions requiring enhanced landscaping buffers and a reduction in the maximum building height are needed to mitigate potential impacts between land uses.
3. Special consideration must be given to the increased density of the proposed rezoning petition. A traffic study is required to address increased traffic demand on the major arterial roadway and local streets. Requiring a traffic signal on 53rd Street and a public north-south road through the development site will aid in mitigating traffic and emergency response concerns.
4. Rezoning the property to C-2 Corridor Commercial District and R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:

1. The City Council is requested to pass a resolution amending the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map.
2. A traffic study is required and additional traffic safety measures may be required as development occurs.
3. A north-south public street shall be required to connect Lakeview Parkway to Eastbury Estates Drive.
4. A traffic signal shall to be required at the intersection of Lakeview Parkway and East 53rd Street.
5. A second ingress/egress point to East 53rd Street shall be required.
6. Street connections to East 51st Street and Hawk Drive shall be prohibited.
7. The multi-purpose trail shall be extended to the west property line.
8. A 20-foot setback on the eastern and western-most property lines in the C-2 zoning district shall be required where abutting commercial zoning districts.

9. A 30-foot buffer shall be required on the eastern, western and southern-most property lines of the subject property where abutting residential districts.
10. The height of structures in the R-MF zoning district shall be no greater than 35 feet.

The public hearing on the above matter is scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, February 17, 2021 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item or attend the public hearing to express your views, or both. Written comments may be sent via email to mayor.info@davenportiowa.com or mailed to the Development and Neighborhood Services Department, at the below address, no later than 12:00 noon on the day of the public hearing. All written comments and protests already received will be forwarded to the Committee of the Whole. The Committee of the Whole meeting can be viewed live at www.davenportiowa.com/watchlive.

Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Neighborhood Meeting Sign-In Sheet

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / FAX # E-MAIL ADDRESS
28.	JASON Gillaspie	5143 Hamilton Ct	563-940-7044 Jason.gillaspie709@gmail.com
29.	Jessy Kelly	4832 E. 49th Ave	563-320-5894 jKelly@jewellgroup.com
30.	Jim Long	4996 Dove Ct	563-332-3[illegible]937 SUSAN LONG@Q.com
31.	Janel Kelly	5034 Hamilton Dr.	563-449 16191
32.	Michael Ryan	4646 E 49th Ct	563-326-2892 michaelpatrickryan@email.com
33.	Brian Wales	4835 E 49th Ave	563 332 13101
34.	W.T. Grampp	4750 E 49th Ave	563-343-1900 wgrampp@aol.com
35.	Anthony Ziskovsky	5200 Dove Ct	563 5251 3937 Zikodavich@gmail.com
36.	Marie Burton	2115 Hawk Dr.	(563)349-2757 mludgate@gmail.com
37.	Sue Thompson	2282 Hawk Dr	563-940-43861 theonecruiser@hotMail.com
38.			/
9.			/
			/
			/
			/

Neighborhood Meeting Sign-In Sheet

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

Attendance Sheet

PROJECT NAME: 53rd St Commercial Development
MEETING TYPE: Neighborhood Meeting
Birchwood Learning Center
MEETING DATE: 1/7/2021
LOCATION: 4620 E. 53th St.
MEETING TIME: 5:30 - 6:30 PM
PROJECT NO.: 3204340

Please Write Clearly

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / MOBILE # / E-MAIL ADDRESS
1.	Bob Ingram	Plan & Zone Chair	B Ingram @ Active Thermal inet
2.	David Sheets	neighbor	wx4sheets@q.com
3.	Jimmie Clifford	Adjacent Property Owner	clifford jd1@gmail.com
4.	Mary Clifford	Adjacent Property Owner	2mclifford@mediacombb.net
5.	Jared Van Middlesworth	Adjacent Property Owner	vanmiddlesworth98@gmail.com
6.	Kyle Gripp	Alderman	—
7.	Travis Unterzuber	Davenport Resident	
8.	Barry & Kristin Winkler	4978 Dove Ct	
9.	Jim & Mavis Powell	5078 Dove Ct	Ajzmis Powell1@icloud.com
10.			
11.			
12.			

Neighborhood Meeting Sign-In Sheet

Please Write Clearly

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / FAX # E-MAIL ADDRESS
13.	Ben Jobgen	6316 Forest Rd. Davenport 52807	/
14.	Cathy Hettrick	5166 Dove Ct Bett	/
15.	Jim Hettrick	" "	/
16.			/
17.			/
18.			/
19.			/
20.			/
21.			/
22.			/
23.			/
			/
			/
			/
			/

SHIVEHATTERY

Neighborhood Meeting Sign-In Sheet

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / FAX # / E-MAIL ADDRESS
43.	Kelly Young	Russell 4700 E 5th 3rd	/ kjyoung75@gmail.com
44.			/
45.			/
46.			/
47.			/
48.			/
49.			/
50.			/
51.			/
52.			/
53.			/

Neighborhood Meeting Sign-In Sheet

	NAME & TITLE	COMPANY NAME & ADDRESS	PHONE # / FAX # E-MAIL ADDRESS
58.	Mark Steelheart		/
59.			/
60.			/
61.			/
62.			/
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66.			/
67.			/
68.			/
69.			/
70.			/

*** Proof of Publication ***

STATE OF IOWA
SCOTT COUNTY, } ss.

The undersigned, being first duly sworn, on oath does say that he/she is an authorized employee of THE QUAD-CITY TIMES, morning edition, a daily newspaper printed and published by Lee Enterprises, Incorporated, in the City of Davenport, Scott County, Iowa, and that a notice, a printed copy of which is made a part of this affidavit, was published in said THE QUAD-CITY TIMES, on the dates listed below.

CITY OF DAVENPORT

226 W 4TH ST
DAVENPORT, IA 52801

ORDER NUMBER 85876

The affiant further deposes and says that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

Kelly Mason

Section: Notices & Legals
Category: 2627 Miscellaneous Notices
PUBLISHED ON: 01/07/2021

TOTAL AD COST:	79.91
FILED ON:	1/7/2021

Subscribed and sworn to before me by said affiant this 7 day of Jan 2021.

Danine Glascock

Notary Public in and for Scott County, Iowa

NOTARIAL SEAL IOWA
DANINE GLASCOCK
Commission Number 810108
My Commission Expires
4-17-21

*** Proof of Publication ***

PUBLIC NOTICE

PUBLIC HEARING
TUESDAY, JANUARY 19 -5:00 P.M.
CITY OF DAVENPORT
PLAN AND ZONING COMMISSION
COUNCIL CHAMBERS -
DAVENPORT CITY HALL
226 WEST 4th STREET --
DAVENPORT, IOWA

There is on file in the Development & Neighborhood Services Department, on behalf of the Plan and Zoning Commission, the following requests:

Case REZ20-09: Request of S.J. Russell, LC on behalf of Sophie Foster Revocable Trust for a zoning map amendment on 38 acres, more or less, of property located at 4607 East 53rd Street as follows:
The north 18 acres, more or less, to C-2 Commercial Corridor with existing conditions removed.
The south 20 acres, more or less, from R-4 Single and Two-Family Residential to R-MF Residential Multi-Family with existing conditions removed. [Ward 6]

Case ORD20-02: Request of Palmer College of Chiropractic to amend a section of the Campus Master Plan, bounded by East 11th Street and East 10th Street, between Pershing Avenue and Perry Street, from an athletic field to student housing. [Ward 3]

Case ORD20-02 also includes Request of Palmer College of Chiropractic to vacate the following three Rights-of-Way [Ward 3]:

(1) A portion of East 11th Street between Perry Street and Pershing Avenue described as follows: That part of East 11th Street located between Perry Street and Pershing Avenue, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:
Beginning at the southeast corner of Block 96 in LeClaire's 8th Addition; Thence South 02°52'09" East, a distance of 60.01 feet to the northeast corner of Block 89 in LeClaire's 8th Addition; Thence South 88°01'40" West along the north line of said Block 89, a distance of 321.23 feet to the northwest corner of said Block 89; Thence North 02°07'42" West, a distance of 61.84 feet to the southwest corner of said Block 96; Thence North 88°21'23" East along the south line of said Block 96, a distance of 320.47 feet to the Point of Beginning. The above-described parcel contains 19,545 square feet, more or less.

(2) Part of a 20-foot alley located partly in Block 89 of LeClaire's 8th Addition and partly in Outlot 30 of LeClaire's 2nd Addition in the city of Davenport, County of Scott, State of Iowa, more particularly described as follows: Commencing at the at the northeast corner of Lot 5 in said Block 89; Thence South 01°50'01" East along the east line of said Block 89, a distance of 185.98 feet to the northerly line of said alley and the Point of Beginning; Thence continuing South 01°50'01" East along said east line, a distance of 20.00 feet to the southerly line of said alley; Thence South 88°02'49" West along said southerly line, a distance of 151.54 feet to the easterly line of said alley; Thence South 01°50'34" East along said easterly line, a distance of 108.54 feet; Thence South 87°15'17" West, a distance of 20.00 feet to the westerly line of said alley; Thence North 01°50'34" West along said westerly line, a distance of 128.82 feet to the northerly line of said alley; Thence North 88°02'49" East along said northerly line, a distance of 171.54 feet to the Point of Beginning. The above-described parcel contains 5,604 square feet, more or less.

(3) Part of a 20-foot alley located in Block 96 of LeClaire's 8th Addition in the city of Davenport, County of Scott, State of Iowa, more particularly described as follows: Beginning at the southeast corner of Lot 5 in said Block 96; Thence South 01°53'25" East along the east line of said Block 96, a distance of 20.00 feet to the south line of said alley; Thence South 88°25'19" West along said south line, a distance of 204.63 feet; Thence North 01°30'45" West, a distance of 20.00 feet to the north line of said alley; Thence North 88°25'19" East along said north line, a distance of 204.50 feet to the Point of Beginning. The above-described parcel contains 4,091 square feet, more or less.

The public hearing on the above matter is scheduled for 5:00 p.m. or as soon thereafter as possible on Tuesday, January 19, 2021 in the Council Chambers of Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Information packets are available at no

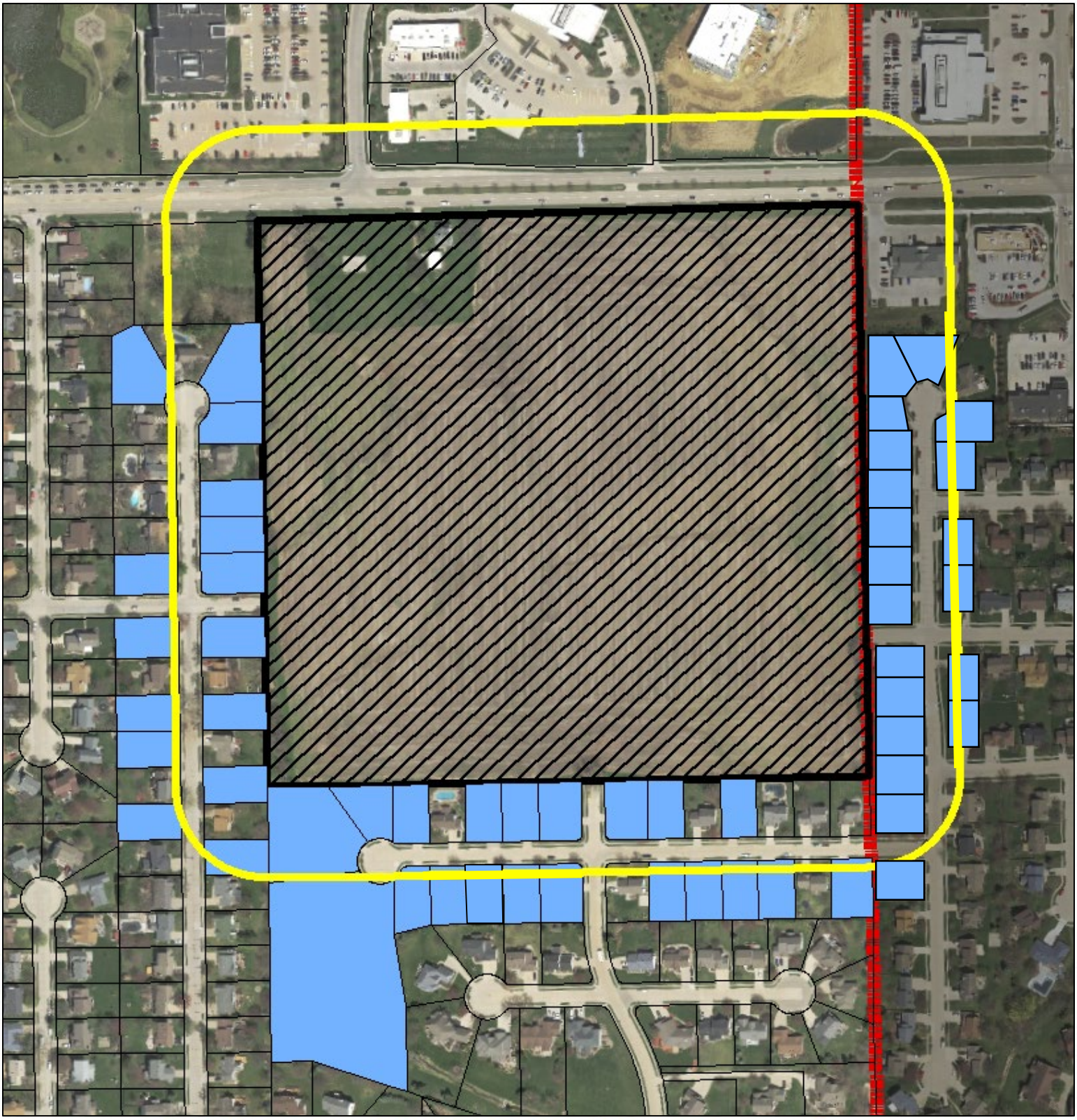
*** Proof of Publication ***

Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Any written comments to be reported at the public hearing should be received in the Department of Community Planning & Economic Development, at the above address, no later than 12:00 noon on the day of the public hearing(s). PO No. 2105773

Department of Development & Neighborhood Services
E-MAIL: planning@davenportiowa.com
PHONE: 563-326-6198

Adjacent Property Owner Notice Area
REZ 20-09
4607 East 53rd Street



Written Protest Petitions Received Within the 200 Foot Notification Boundary as of February 12, 2021.

N

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Anthony & Christy Ziskovsky

Address: 5200 Dove Ct. Bettendorf

Signature: [signature] [signature]

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Nicole Dinville

Address: 5142 Hamilton Ct. Davenport

Signature: Nicole Dinville

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Brian Wales

Address: 4835 E 49th Ave Davenport IA 52807

Signature: [signature]

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: David Poole

Address: 4507 E 51st St, Davenport, IA 52807

Signature: David Poole

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Meghan Wilson

Address: 5153 Dove Ct. Bettendorf, IA 52722

Signature: Meghan Wilson

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: STEVEN KUNZ

Address: 4609 E 49TH CT DAVENPORT IA 52807

Signature: SKC

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: James A Lange

Address: 4394 Dove Ct Bett

Signature: James A Lange

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Pete & Karen Moldt

Address: 5131 Dove Ct. Bettendorf IA 52722

Signature: Karen Drew Moldt

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Mike Reckman

Address: 4803 E 49th Ave

Signature: Mike Reckman

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Marlena Jipp

Address: 4718 E. 49th Ave

Signature: Marlena Jipp

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Brenda Ripslinger

Address: 5026 Hamilton Drive

Signature: Brenda Ripslinger

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Stephani Nagle

Address: 4702 E 49th Ave

Signature: S. Nagle

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Troy C. Skeen

Address: 4755 E. 49th Ave

Signature: Troy S

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Kelly Foster

Address: 4661 E. 49th Ct. Davenport, IA 52807

Signature: Kelly Foster

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: BRIAN FRITZ

Address: 4625 E. 49th Ct Davenport

Signature: BF

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: JACKSON FRENCH

Address: 4927 HAMILTON DR DAVENPORT IA 52807

Signature:

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Joseph Helmke

Address: 5018 Hamilton Dr. DAV 52807

Signature:

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Colleen Gillaspie

Address: 5143 Hamilton Ct. Davenport, IA 52807

Signature: Colleen Gillaspie

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Jordan Cummings / Jennifer Nichols

Address: 5042 Hamilton Dr Davenport IA 52807

Signature: Jordan Cummings Jennifer Nichols

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: ROSEMARY CARPENTER

Address: 4420 E 51ST STREET, DAVENPORT

Signature: Rosemary Carpenter

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Janelle Haines

Address: 5121 Hamilton Ct.

Signature: Janelle Haines

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Liang Zhao

Address: 4634 E 49th ct Davenport IA 52807

Signature: Liang Zhao

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: BRIAN MORRISEY

Address: 5137 HAMILTON CT

Signature: [signature]

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Patty Knight

Address: 5004 Hamilton Dr.

Signature: Knight

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Andrew Galvan

Address: 4649 E 49th Ct

Signature: [signature]

Protest Petition

Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: MaryJo Anderson

Address: 4658 E 49th Ct, Dav. IA

Signature: MaryJo Anderson

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Michael Ryan

Address: ~~49~~ 4646 E 49th Ct

Signature: Michael Ryan

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: John Princell

Address: 4735 E 49TH AVE, DAVENPORT

Signature: John Princell

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Deana VanDerbinst

Address: 4545 E 49th Court Dav. Ia 52807

Signature: Deana VanDerbinst

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Scott and Janet Wadsley

Address: 4610 E. 49 Ct. Davenport, IA. 52807

Signature: Scott Wadsley

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Matt Zumwalt

Address: 5113 Hamilton Ct

Signature: M

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Diane Stanley

Address: 5011 Hamilton Dr Dav

Signature: Diane Stanley

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Kathryn E Phillips

Address: 5090 Dove Ct, Bettendorf, IA

Signature: Kathryn E Phillips

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Tamara J Chelf

Address: 4622 E. 49th Cir, Dav. IA 52807

Signature: Tamara J Chelf

Does Not Count Towards Protest Rate: Signature Does Not Match Name on Deed.

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Ryan Kelly

Address: 5034 Hamilton Dr.

Signature: [signature]

Does Not Count Towards Protest Rate: Signature Does Not Match Name on Deed.

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: John Shasang

Address: 4164 E 49 Dove Court Bett 52722

Signature: [signature]

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Lisa Reisen

Address: 4919 Dove Ct Bettendorf IA 52722

Signature: Lisa M Reisen

Does Not Count Towards Protest Rate: Property Outside 200 Ft. Notification Boundary.

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Nate Hernandez

Address: 4928 Hamilton Dr

Signature:

Does Not Count Towards Protest Rate: Property Outside 200 Ft. Notification Boundary.

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: A John Holmes

Address: 4919 Hamilton Dr

Signature:

Does Not Count Towards Protest Rate: Property Outside 200 Ft. Notification Boundary.

Protest Petition
Property Within Protest Rate Boundary

FORMAL PROTEST

Name: Barry & Kristin Winkler

Address: 4978 Dove Ct., Bettendorf, IA 52722

I am filing this formal protest with the Planning and Zoning Commission and City Council of the City of Davenport, Iowa. I **object** to the rezoning of 4607 E. 53rd St. (Case REZ20-09).

Other comments (optional): The current zoning plan maintains a consistent housing plan within the neighborhood. The new zoning plan completely changes the neighborhood adjacent to the property. The only reason there is a new zoning request is because the property is priced above market value. If the property was sold at market value, the current zoning plan would allow any developer to make a reasonable profit.

Signature: Barry Winkler Kristin Winkler

Date: 1/18/2021 1/18/2021

Mail signed document to: Planning Division, 1200 E. 46th St., Davenport, IA 52807

Or Email signed document to: planning@davenportiowa.com

Protest Petition
Property Within Protest Rate Boundary

January 15, 2021

To: Davenport City Council Members

We are residents of Bettendorf at 5011 Dove Court, (corner of Hawk Dr. & Dove Ct.).

This letter serves as our reasons for objecting to the recent request for a Davenport rezoning plan filed under the Sophie Foster estate.

We live within the immediate perimeter of several neighborhoods impacted by the proposed plan. As a longtime Bettendorf resident (19 yrs.), we request consideration of our concerns listed in this letter on this subject. We have no plans of moving as many of us within these neighborhoods have homes that can or have been modified to allow us a quality of life of aging within our current homes.

Our main concerns to be addressed and/or communicated more in detail in future meetings:

1. There will be a significant increase in traffic volume and varying patterns of flow since Hawk Dr. is one of two outlets to/from the projected housing areas.

   We currently enjoy a clean, quiet, low crime neighborhood that will certainly change if this project is approved. That change has not been proven this would be a positive one.

   Question: Has there been a study conducted to show residents an estimation of impact/volume?

2. Traffic flow from the proposed condo/apartments adjacent to the proposed and including the commercial section only shows access or outlet from an already very busy 53rd Street. This proposal going forward should include plans for a coordinated and timely commitment to install sufficient well placed traffic lights. Otherwise, the current status for safety, convenience, and quality of commuting will decline quickly. If nothing more is communicated, this proposal will meet with escalating objections. This part is critical. I would hope planners, developers, etc, do not adopt the thought that disappointed and unhappy current residents will just simply pick up and move if they don't like it. We have created this desirable neighborhood and community in the first place. It just happened to be built next to farming land. Regardless, we all have been great stewards of our properties and plan to continue to maintain that same high level standard in the future. This is seen as a threat to leaving behind and perhaps the planners will not be gaining back like-minded new residents. Something to think about.

3. Light pollution form future commercial development hasn't been communicated very well as to how this is monitored, enforced, or addressed if there are infractions. That information is missing and lay people need to understand what would be leveraged as enforceable and result in fines should there be infractions.

   We can share the impression of many present during the last meeting was once the land is approved/rezoned, planners can do as they please. What protects current residents?

Protest Petition
Property Within Protest Rate Boundary

4. Collection ponds should be dry and not wet as the ponds north of 53rd St. have not been desirable in how they have been kept up, cleaned up, and the attraction of more geese with contamination of their proliferative waste products is not now we need more of. The collection marsh to the east of the Village Cooperative of Crow Creek is a far better option year round. Walking by them is more pleasant all seasons compared to north of 53rd.

These comments reflect our major concerns with this rezoning and we are asking for consideration and attention to this project.

Thank you,

Nancy & James F. Scott
5011 Dove Court
Bettendorf, Iowa 52722

Protest Petition
Property Within Protest Rate Boundary

January 14, 2021

To Whom It May Concern,

This letter is to serve as a written protest to the rezoning of the land on 4607 E 53rd. St. Davenport (Case REZ20-09). My husband and I own property at 2115 Hawk Dr. Bettendorf, IA which is within 200 feet of the property under consideration. We strongly object to the rezoning from R4 to R-MF, as we feel this would negatively impact our neighborhood and home values. We are also concerned about the amount of additional vehicular traffic on Hawk Dr. if it becomes an access street to the new townhomes as proposed.

We hope that you will take our concerns, as well as our neighbors', into consideration during the rezoning process.

Sincerely,

Marie Burton

Eric Burton

Marie and Eric Burton

2115 Hawk Dr.

Bettendorf, IA 52722

Protest Petition
Property Within Protest Rate Boundary

Subject: 38 acers of Foster Land on 53rd.

To the City of Davenport

Russell Construction's request to rezone the land from R-4 to R-MF would be far too much for the schools to handle with all the children moving in and it would also decrease the value of our homes on 49th CT. in Davenport.

Russell Construction's greed will only hurt the city and our home values.

Please consider the home owners affected by this decision and rule in our favor to not allow them to rezone the land.

Thank You. Douglas E Andersen
4658 East 49th CT
Davenport Ia. 52807

Protest Petition
Property Within Protest Rate Boundary

To Whom It May Concern:

My name is Kelly Cypher and I live at 4721 E 49th Ave Davenport, IA 52807. I have recently been notified about the proposed rezoning of 4607 E 53rd St Davenport, IA 52807, the property across the street from my home. I must voice my strong opposition to this rezoning as I bought my current home since it was not near any apartments, condominiums or town homes. This rezoning will decrease our property values and increase traffic and noise in our neighborhood which is one of the main reasons we purchased our home here, those are not current issues in this area. Please take into consideration all the homeowners, including myself and my family, near this property that object the rezoning of case # REZ20-09.

Thank you for your time,

Kelly Cypher

Protest Petition
Property Within Protest Rate Boundary

Matt,

I would be in protest of the proposed rezone. I own a property at 4750 E. 49th Ave. that touches the south end.

After attending the January 7th public meeting property owners raised solid arguments and concerns. I have practiced real estate sales and brokerage in Davenport for 40 years, statements made about property value reduction are "valid".

If the zoning on this property was decades old or zoned "ag" a change makes sense. The current zoning is only 3 years old. Several neighbors made purchase decisions based on the 2018 zoning change.

It is unfair to "move the goalposts" on the neighborhood.

The development should fit the zoning, not the other way around.

Kevin Dolan mentioned at the public meeting the ground was extremely expensive so the proposed development plan was needed to cover the costs. Why should property owners be damaged so Sophie Foster obtains a premium over market value.

She has been trying to sell the ground for 15 years. If it was "market priced" it would of sold in one year.

Enforce the current zoning without modification.

Please share this E-mail with the P&Z commission and or city council.

Regards,

W. T. Grampp

W. T. Grampp

Protest Petition
Property Within Protest Rate Boundary

FORMAL PROTEST

Name: Steve + Jan Slade

Address: 4956 Dove Ct Bettendorf IA 52722

I am filing this formal protest with the Planning and Zoning Commission and City Council of the City of Davenport, Iowa. I **object** to the rezoning of 4607 E. 53rd St. (Case REZ20-09).

Other comments (optional): _____

Signature: Jan Slade

Date: 1/25/21

Mail signed document to: Planning Division, 1200 E. 46th St., Davenport, IA 52807

Or Email signed document to: planning@davenportiowa.com

Protest Petition
Property Within Protest Rate Boundary

This is James Long @ 4996 dove ct. Bettendorf Iowa. I object to the rezoning of 4607 east 53rd street [case rez20-09].This land should be zoned the same as the land(with houses)on its three sides.

James A. Long

Protest Petition
Property Within Protest Rate Boundary

18 January 2021

To: City Of Davenport
Planning Division
1200 E. 46th St.
Davenport, IA 52807

Subject: Rezoning Of Sophie Foster Property
4607 E. 53rd St.
Davenport, IA

This letter is presented in opposition to the rezoning of the above listed property. Based on the proposed use of this property by S.J. Russell, L.C. major concerns are:

a. There are only two entrances/exits for the residential portion of this property. Rezoning as requested for multi-family dwellings and 56 single family dwellings will severely overload the residential streets of Hawk Drive and Eastbury Estates Drive.
b. The Bettendorf elementary neighborhood school will be adversely affected with the potential substantial increase in children.
c. There is concern for excessive water run-off due to the increased number of buildings being suggested for this property. Today there is a large of amount of water run-off and pooling in the low areas on the east side of this area is substantial.

Sincerely,

Rebecca & Dan Stansberry

Rebecca & Dan Stansberry
5120 Dove Ct.
Bettendorf, IA 52722

Protest Petition
Property Within Protest Rate Boundary

FORMAL PROTEST

Name: Beth and Jared Van Middlesworth
Address: 5148 Dove Ct
Bettendorf, IA 52722

City of Davenport Planning and Zoning,
Subject: **OBJECTION** to the rezoning of 4607 E. 53rd St. (Case REZ20-09)
Reference Property: 4607 E. 53rd St. (Case REZ20-09)

I would like to formally **object** to rezoning of 4607 E. 53rd St. (Case REZ20-09). We have many concerns with the development of this property, which is adjacent to my property. The following are my concerns.

Residential/Multi Family Concerns (R-MF)

- Traffic from single family homes.
    - Having the families exiting and entering the new neighborhood through Hawk Drive and Eastberry Estates poses many issues.

      The largest, and most concerning is safety. There are many families with children in the area, any additional traffic only increases the risk of accidents.

      Another major concern is maintenance. With the addition of the 100+ cars a day there will be additional wear and tear on the streets in Bettendorf. Who is going to pay for the additional maintenance that is required?
- Traffic from the Multi Family Rental Properties
    - How is the additional traffic on 53rd going to be addressed? It is already congested and adding 120+ homes will only make it worse.
- Height of the Multi Family Rental Properties
    - The R-MF zoning allows for building up to 70 feet tall. This does not fit the area and would be a big deterrent to owning a home adjacent to these structures. I feel a height restriction of 25-30 ft (2-story) exposed building would be appropriate for the area.
- Light Pollution from Multi family parking lots
    - I understand the builders will be required to follow the codes, with lighting levels of <1 fc at the lot line, but this does not address the direct site of the light fixtures themselves.

Commercial (C-2)

- Type of uses being proposed, Retail and Restaurants (bars), for the commercial zoned areas is less than desirable for many reasons.
    - Additional traffic. In addition to the traffic single family homes, the additional traffic to the stores and restaurants will only cause more traffic issues. How is this being addressed?
    - Noise. If restaurants and bars are going to be built there will be outdoor seating and the possibility of live, or played, music that will disrupt the surrounding area. If these types of businesses are going to be built, I feel limitations on outdoor seating and limitations on sound levels should be included in the zoning.
- Light Pollution from parking lots
    - I understand the builders will be required to follow the codes, with lighting levels of <1 fc at the lot line, but this does not address the direct site of the light fixtures themselves.

Thank you,

Jared Van Middlesworth

Protest Petition
Property Within Protest Rate Boundary

18 January 2021

City Of Davenport
Planning Division
1200 E. 46th St.
Davenport, IA 52807

Subject: Rezoning Of Sophie Foster Property 4607 E. 53rd St. Davenport, IA

This letter is presented in opposition to the rezoning of the above listed property. Based on the proposed use of this property by S.J. Russell, L.C. major concerns are:

- It seems to me that when both sides, that is the east and west sides of the property adjacent to 4607 East 53rd Street were being developed, adequate traffic flow onto the streets surrounding that property and the safety issues regarding vehicle congestion in those residential streets were a part of the planning process. In the proposed plan there seems to be no regard for those residents who own property on Hawk Drive and Eastbury Drive in terms of the new traffic flowing into those single family home residential areas. I believe this proposal will create a serious safety issue for the current residents.

- It seems to me that the school system in Bettendorf, specifically Paul Norton Elementary, has enrollment challenges due to the current population of residents in the area. I believe adding more family housing into the area will create more problems for current residents.

Thank you for your consideration,

Jon Wilson
5153 Dove Ct.
Bettendorf, IA 52722

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: Jimmie Clifford

Address: 4530 E 49th Ct, Davenport, IA

Signature: Jimmie D Clifford

Protest Petition
Property Within Protest Rate Boundary

1-18-21

I object to the rezoning of 4607 E. 53rd St.

Sara Husser

Sara Husser

4550 E 49 Ct. Dav

Protest Petition
Property Within Protest Rate Boundary

David Cleveland
5037 Hamilton Dr.
Davenport IA 52807

I object to the rezoning proposed at

4607 E. 53rd Street
Davenport IA 52807

David Cleveland

Protest Petition
Property Within Protest Rate Boundary

FORMAL PROTEST

Name: Lowell Horton

Address: 5056 Dove Ct Bettendorf

I am filing this formal protest with the Planning and Zoning Commission and City Council of the City of Davenport, Iowa. I **object** to the rezoning of 4607 E. 53rd St. (Case REZ20-09).

Other comments (optional):

Property values will go down.
No close schools
Traffic problems on 53rd st.

Signature: Lowell T Horton

Date: 1/27/2021

Mail signed document to: Planning Division, 1200 E. 46th St., Davenport, IA 52807

Or Email signed document to: planning@davenportiowa.com

Protest Petition
Property Within Protest Rate Boundary

I object to the City of Davenport Case Zoning Case No. REZ20-09 of property at 4607 East 53rd Street.

Name: D James Powell

Address: 5078 Dove Ct Bettendorf 52722

Signature: D James Powell

Protest Petition
Property Within Protest Rate Boundary

Formal Protest REZ20-09

We, David and Julie Sheets, who own the property located at

5105 Hamilton Court

Davenport, Iowa 52807

Hereby protest the proposed REZ20-09 (property at 4607 E. 53rd St)

Signed: David Sheets Julie Sheets

Date: 1/26/21

Protest Petition
Property Within Protest Rate Boundary

January 19, 2021

To: Planning and Zoning Committee

This is Jim and Cathy Hettrick and we live at 5166 Dove Court, Bettendorf. We are addressing you regarding the property at 4607 53rd Street, Davenport, Case REZ20-09.

We are objecting to the proposed zoning changes. In fact, we are asking you to rezone the property to be used in a more satisfactory way.

This property abuts my home and with the proposed changes, we will have commercial businesses in our back yard. We do not see this as acceptable. We propose that rather than having two (2) rows of land zoned for commercial (C-2), that there should only be one (1) row, at half of the depth currently zoned. This would mitigate ourselves and most of our neighbors from having the lights and traffic bothering us at all hours of the day and night.

The proposed landscaping is definitely not acceptable. It would not buffer anything. The wet detention would attract disease carrying insects, specifically mosquitos. This would adversely affect our home and our neighborhood.

Having so many multi-family homes would also adversely affect the neighborhood. It would cause a great deal of noise and congestion. It is already difficult to get out on 53rd as it is, by adding so many more multi-family units, it would be untenable.

We would suggest that you limit it to detached single family homes, which would be consistent with how this neighborhood has developed and thrived. It would provide single family housing which is so needed right now. At this point in time, it is nearly impossible to find a detached single family home available, they sell as quickly as they are put on the market.

Again, we ask you to vote no.

Thank you for your time,

Jim Hettrick Cathy Hettrick

Jim and Cathy Hettrick
5166 Dove Court
Bettendorf, Iowa 52722

(563) 650-4818

Protest Petition
Property Within Protest Rate Boundary

John and Janelle Haines
5121 Hamilton Court
Davenport, IA 52807
2/04/2021

Planning Division
1200 E 46th Street
Davenport, IA 52807

Dear Planning Division:

We are homeowners at the above address and our backyard backs up to the property at 4607 E 53rd Street (Case REZ20-09). We strongly believe the proposed development and planned rezoning will negatively affect our home value and quality of life in this location. This is our written objection to the rezoning.

Sincerely,

John and Janelle Haines

Protest Petition
Property Within Protest Rate Boundary

February 11, 2021

To: The City of Davenport - Planning Division
Davenport Public Works
1200 East 46th Street
Davenport, IA 52807

From: Brad and Ann Cook
4637 East 49th Court
Davenport, IA 52807

We object to the rezoning of 4607 East 53rd Street, Davenport, IA. Case #REZ20-09.

Signed,

Brad Cook

Ann Cook

Protest Petition
Property Within Protest Rate Boundary

Public Comment
Property Outside Protest Rate Boundary

City of Davenport, Iowa

February 6, 2021

Formal Rezoning Protest

Carl and Kathy Anderson

4759 E. 48th Place

Davenport, Iowa 52807

We object to the rezoning of 4607 E 53rd Street

Case #REZ20-09

Carl Anderson 2/9/2021

Kathy (Dean) Anderson 2/9/2021

Public Comment
Property Outside Protest Rate Boundary

Berkley, Laura

From: Doug Andersen <doog_78@yahoo.com>
Sent: Thursday, January 21, 2021 9:29 PM
To: Planning
Subject: [EXT] 38 acers of Foster land on 53rd.

To the City of Davenport:

Russell Construction's request to rezone the land from R-4 to R-MF would be far too much for the schools to handle with all the children moving in and it would also decrease the value of our homes on 49th CT, Davenport.

Russell Construction's greed will only hurt the city and our home values.

Please consider the Home Owners affected by this decision and rule in our favor to not allow them to rezone the land.

Thank you. .Doug Andersen

Public Comment
Property Outside Protest Rate Boundary

City of Davenport, Iowa

2/9/2021

Formal Rezoning Protest

Thomas V. & Erin Mueller

4632 East 48th Place

Davenport, IA 52807

We object to the rezoning of 4607 East 53rd Street

Case # REZ20-09

Thomas V. Mueller

Signature

2/9/21

Date

Erin Mueller

Signature

2/9/21

Date

Public Comment
Property Outside Protest Rate Boundary

City of Davenport, Iowa 2/9/2021

Formal Rezoning Protest

Dan and Bridget Knight

4720 East 48th Place

Davenport, IA 52807

We object to the rezoning of 4607 East 53rd Street

Case # REZ20-09

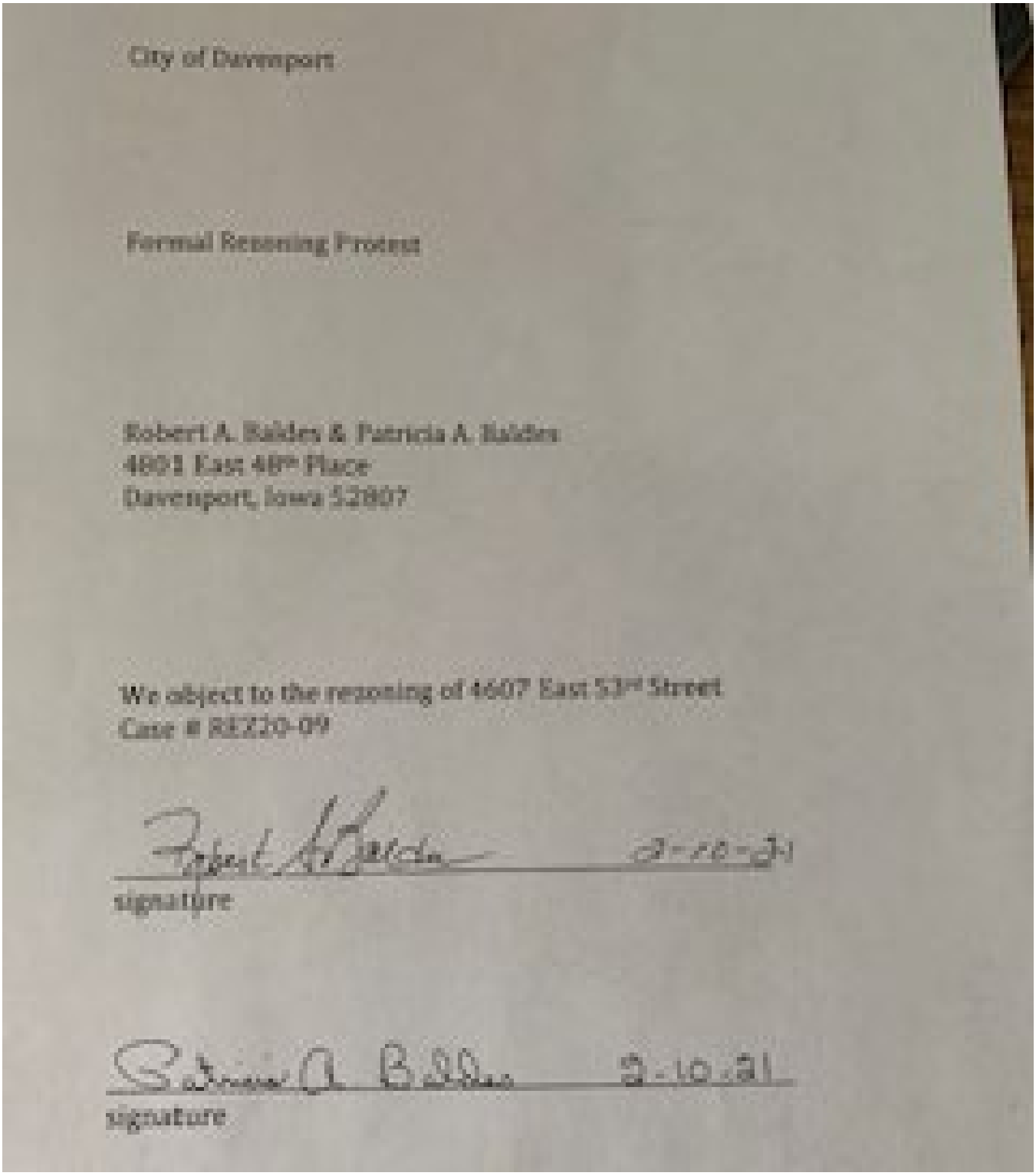
DanKnight 2-9-21

Signature Date

Bridget Knight 2-9-21

Signature Date

Public Comment
Property Outside Protest Rate Boundary



City of Davenport

Formal Rezoning Protest

Robert A. Baldes & Patricia A. Baldes
4801 East 48th Place
Davenport, Iowa 52807

We object to the rezoning of 4607 East 53rd Street
Case # REZ20-09

signature 3-10-21

signature 3-10-21

Robert A Baldes and Patricia A. Baldes
4801 East 48th Place
Davenport, Iowa 52807

We object to the rezoning of 4607 East 53rd Street
Case # REZ20-09

Public Comment
Property Outside Protest Rate Boundary

TO: City of Davenport - Planning Division
Davenport Public Works
1200 E. 46th Street
Davenport, IA 52807

FROM: Sharon Kendall Dunn
4704 E. 48th Place
Davenport, IA 52807

RE: Case #REZ20-09 / 4607 E. 53rd Street - OBJECTION

I strenuously object to case #REZ20-09 / 4607 E. 53rd Street proposed development for a variety of reasons.

We are the original owners of our home located on the corner of Eastbury Estates and E. 48th Place. We moved from our home in Bettendorf to our current Davenport location in 1998 to be within walking distance of Paul Norton Elementary School. We have happily raised three kids here. The neighborhood is once again thriving with young families who also see the value of living in a well-maintained neighborhood with close proximity to great schools.

However, traffic concerns have increasingly become an issue as drivers have discovered they can avoid Utica Ridge and 18th Street traffic and lights by cutting through our neighborhood to connect to Crow Creek or 18th Street. Eastbury Estates is already heavily traveled with school traffic alone. Many drivers disregard the stop sign at Eastbury & E. 48th Place completely, some slow down slightly before going through, and some choose to obey the stop sign. Excessive speed is continuously an issue and the stop sign only provides some improvement to the speeding issue.

We pay a considerable amount in Davenport property taxes and pay Bettendorf school taxes but appear to receive minimal attention from Davenport regarding city services.

The current traffic pattern, disobeying the stop sign and speed already create dangers to the young families in our neighborhood. Extending a north-south public street by extending Eastbury Estates to Lakeview Parkway is therefore a tremendously bad idea and could be detrimental to the well-being of the young families here so close to Paul Norton Elementary School.

Furthermore, when we moved here in 1998, we were told the land north of us would be developed with only single-family homes near the south edge of Sophie Foster's property and the northern section would be commercially developed. We were ok with this plan. We are not ok with the impact of high-density, 175+ townhouses towering 35 feet high, visibly near our single-family homes. I would be surprised if the local schools could even accommodate this high volume. I am interested in learning more about how the high-density dwellings and commercial development will impact stormwater runoff as well. Eastbury Estates, like many Davenport streets are fighting for limited city services and this development will only burden theses services more.

We disapprove any concept that creates a north-south throughfare that will divert Utica Ridge, 18th Street and 53rd Street traffic through the heart of our neighborhood.

My suggestions for this proposal include: Access to/from the development is ONLY from 53rd Street – NO north/south Eastbury connection to Lakeview Parkway; limit dwellings to single-level duplexes; significantly decrease the volume of dwellings; and consider a greenspace on the southern portion of the property to provide a greater setback buffer to the neighborhood.

Thank you for your consideration.

Signature Sharon Kendall Dunn Date: 2.11.21

DocuSign Envelope ID: CDC44E4F-6540-4B08-A432-CC653B833C70

Public Comment
Property Outside Protest Rate Boundary

To: City of Davenport

Planning Division at the Public Works Building

1200 E 46th Street

Davenport, IA 52807

From: Cory Horsman

4653 E 48th Place

Davenport, IA 52807

I object to the rezoning of 4607 E 53rd Street

(Case #REZ20-09)

Until this year, my Wife and I were paying over $10,500.00 per year in property taxes. When it snows, our street is one of the last ones to get plowed. When it does get plowed, it is done very poorly. A few weeks ago, I had to push our neighborhood mail delivery vehicle out of an icy rut by hand. We also have a stop sign at the intersection of Eastbury Estates and E 48th Place that stops the traffic on Eastbury Estates running North and South. This stop sign is the most ignored traffic signal I have ever seen. In the 5 years we have lived in our home, I have seen Davenport Police in our neighborhood twice, and one of those times was when I called them for a noise complaint.

A few years ago, my vehicle was broken into, and some personal items were stolen. I called to have an officer arrive so I could file a police report. I waited for two hours (while I was supposed to be at work) and nobody ever showed up.

My point here, is that before you expand the City, make sure you are taking care of what you are already responsible for.

DocuSigned by:
Cory Horsman 2/11/2021
9F31D150339F48F...

Cory Horsman

Public Comment
Property Outside Protest Rate Boundary

February 13, 2021

To: City of Davenport
Planning Division at the Public Works Building
Davenport, IA 52807

From: Rob & Becky Willey
4620 E 48th Place
Davenport, IA 52807

I object to the rezoning of 4607 E 53rd Street
[Case#REZ20-09]

We have lived in the neighborhood for over 15 years. Eastbury Estates is already a road which is traveled by too many cars who are going too fast. We have many children on the cul-de-sacs that play and walk to school. It would be very dangerous. Please reconsider.

Robert L. Willey

Rebecca L. Willey

Public Comment
Property Outside Protest Rate Boundary

To: City of Davenport
Planning Division at the Public Works Building
1200 E 46th Street
Davenport, IA 52807

From: Joseph Reichwein
4648 E 48th Pl
Davenport, IA 52807

I object to the rezoning of 4607 E 53rd Street Case# REZ20-09

Hello,

My wife Nicole and I searched for our forever home for a whole year with one thing at the top of the list, it had to be in a cul-de-sac. Why is this you ask? Well, we moved from the corner of Harmony and Olympia Drive where hundreds of cars sped by daily taking Olympia Drive as a short cut between Spruce Hills and Middle Road. We learned quickly that location wasn't the best to raise our children. Please ask the City of Bettendorf how many times they're called to that area because of the speed these vehicles drive down this road. I did read they already declined making Hawk Drive a thru street.

In our end of the street alone there are 11 children under the age of 16 who can safely play outside because of the low amount of traffic. If Eastbury Estates opens to the heavily used 53rd Street, it's going to turn into another short cut like the one I mentioned above in Bettendorf. I know you counted the traffic off our street, did you count the traffic down 18th and Utica? How much of that traffic will divert down Eastbury if you turn it into a thru street? I hope you're not only thinking about the extra tax money coming in for whatever project you plan on building off 53rd. Think about the people who are already paying it? Our property taxes alone are over $6000/year and we receive almost no return on our investment because of it. Our roads are the last to be plowed and when they do it's very poorly done. When the storm in April hit the neighbors and I ended up chipping in to rent a dump trailer after the dead limbs were sitting in front of our house for over a month. I've seen a police vehicle drive through our neighborhood one time in the 8 years we lived here. We should be holding a meeting with you folks on lowering our property taxes. We're certainly not getting what we pay for!

I missed the meeting this week because I was in a work meeting and I'll be out of town on the next one. Please feel free to call or email if you have any questions and please consider all the people this is affecting in our quiet little neighborhood. I guarantee everyone in the area will be against this. You wouldn't want this rezoning to happen if your family lived here.

Joseph Reichwein

Public Comment
Property Outside Protest Rate Boundary

City of Davenport, Iowa 2/9/2021

Formal Rezoning Protest

Joseph & Nicole Reichwein
4648 East 48th Place
Davenport, IA 52807

We object to the rezoning of 4607 East 53rd Street
Case # REZ20-09

Signature 2/9/21
Date

Signature 2/9/2021
Date

To: The City of Davenport
Planning Division
1200 E 46th Street
Davenport, IA 52807

From: Mr and Mrs Andrew and Julia Galvan
4649 E 49th Ct
Davenport, IA 52807

We object to the rezoning of 4607 E 53rd Street, Davenport, IA. Case #REZ20-09

The number of units and the volume of traffic will be far too much for this area, and will negatively impact the neighborhood.

- The traffic out to 53rd street will create a dangerous hazard within the neighborhood.
- The additional population burden on the area will make an already busy location unbearable in the schools and services
- The additional units will more than double the current units in the surrounding area, destroying any consistency and character in the neighborhood

Well spaced single family homes would be much better absorbed into existing capacity.

Signed,

12-Feb-21
Andrew Galvan

12-Feb 21
Julia Galvan

Protest Petition
Property Within Protest Rate Boundary

Protest Petition
Property Within Protest Boundary

To; The City of Davenport
Planning Division
1200 East 46th Street
Davenport, Ia, 52807

From Mr and Mrs. Doug Andersen
4658 East 49th CT.
Davenport Ia, 52807

I Doug Andersen object to the rezoning of 4607 East 53rd Street, Davenport, Iowa, Case # REZ 20-09.

East Bury Estates should be closed to all traffic coming from the Development I don't understand why Bettendorf would refuse to open Hawk Dr. when the kids going to Paul Norton (A Bettendorf school) would be dodging traffic on East Bury. To me it feels like the City of Davenport is more worried about the money coming in from the development than the safety of the children. Also East Bury Estates is far too narrow to handle all that traffic. If a car is parked on both sides of the street its hard to get through. Was there any traffic survey done at all? Please think of the children and not the money.

Thank You,

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **2/24/2021**

Subject:
Resolution approving Case F20-14 being the request of Musal Tract LC for a final plat of Hugo First Addition for a one-lot subdivision on 1.67 acres, more or less, located directly north of 2815 North Clark Street. [Ward 2]

Recommendation:
Adopt the Resolution.

Background:
Comprehensive Plan:

- Within Existing Urban Service Area: Yes
- Within Urban Service Area 2035: Yes
- Future Land Use Designation: Industrial (I) – Designates areas devoted to manufacturing, assembly/fabrication, warehousing and distribution, research and technology innovation centers, and associated commercial/office uses developed at a scale as to warrant access to good transportation networks and separation or buffering from residential uses.
- Relevant Goals to be considered in this Case: Strengthen the Existing Built Environment.
- The proposed final plat would comply with the Davenport 2035 proposed land use section.

Zoning: The property is currently zoned I-1 Light Industrial Zoning District.

Technical Review:

- **Streets:** The property would have access via North Clark Street with a dedication of 20 linear feet of right-of-way and a 60' wide ingress-egress easement for the remaining length of the property.
- **Storm Water:** Stormwater infrastructure is already in place. The further development of the property will need to comply with the City's stormwater requirements.
- **Sanitary Sewer:** Sanitary sewers are already in place with no extensions needed.
- **Other Utilities:** Other normal utility services are available.

Public Input: No public hearing is required for a final plat.

Discussion:

The request is for a final plat for a one-lot subdivision on 1.67 acres, more or less, of property to separate current uses for this tract of land. No further development is proposed at this time.

Recommendation:

Findings:

1. The plat conforms to the comprehensive plan Davenport+2035; and

2. The plat (with conditions recommended by City staff) would achieve consistency with subdivision requirements.

The Plan and Zoning Commission reviewed the final plat at its January 5, 2021 regularly scheduled meeting with a recommendation to accept the listed findings and forward Case F20-14 to the City Council with a recommendation for approval subject to the following conditions:

1. That the surveyor signs the plat; and
2. That the utility providers sign the plat when their easement needs have been met.
3. That a an area to allow for a turn-around is dedicated to the City as right of way.
4. That a drainage easement on the east side of Lot 1 be added to maintain the flow of the drainage area into existing City storm sewer.
5. That a note be added to the plat stating the standard drainage easement language.
6. That a 15 foot utility easement on the west side of Lot 1 added for future utilities.

All conditions have been met.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Final Plat
🗋	Backup Material	Zoning Map
🗋	Backup Material	Future Land Use Map

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berkley, Laura	Approved	2/12/2021 - 8:12 AM

Resolution No._____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case F20-14 being the request of Musal Tract LC for a final plat of Hugo First Addition for a one-lot subdivision on 1.67 acres, more or less, located directly north of 2815 North Clark Street. [Ward 2]

WHEREAS, the Plan and Zoning Commission reviewed Case F20-14 at the January 5, 2021 regularly scheduled meeting with a recommendation for approval subject to six conditions; and

WHEREAS, the conditions have been added to the plat and/or provided.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Hugo First Addition to the City of Davenport, Iowa be the same and is hereby approved and accepted; and the dedication for public street purposes and granting of easements as show on said plat are accepted and confirmed; and

the Mayor and Deputy City Clerk are hereby authorized and instructed to certify to the adoption of this Resolution on said plat.

Passed and approved this 24th day of February, 2021.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

FINAL PLAT OF

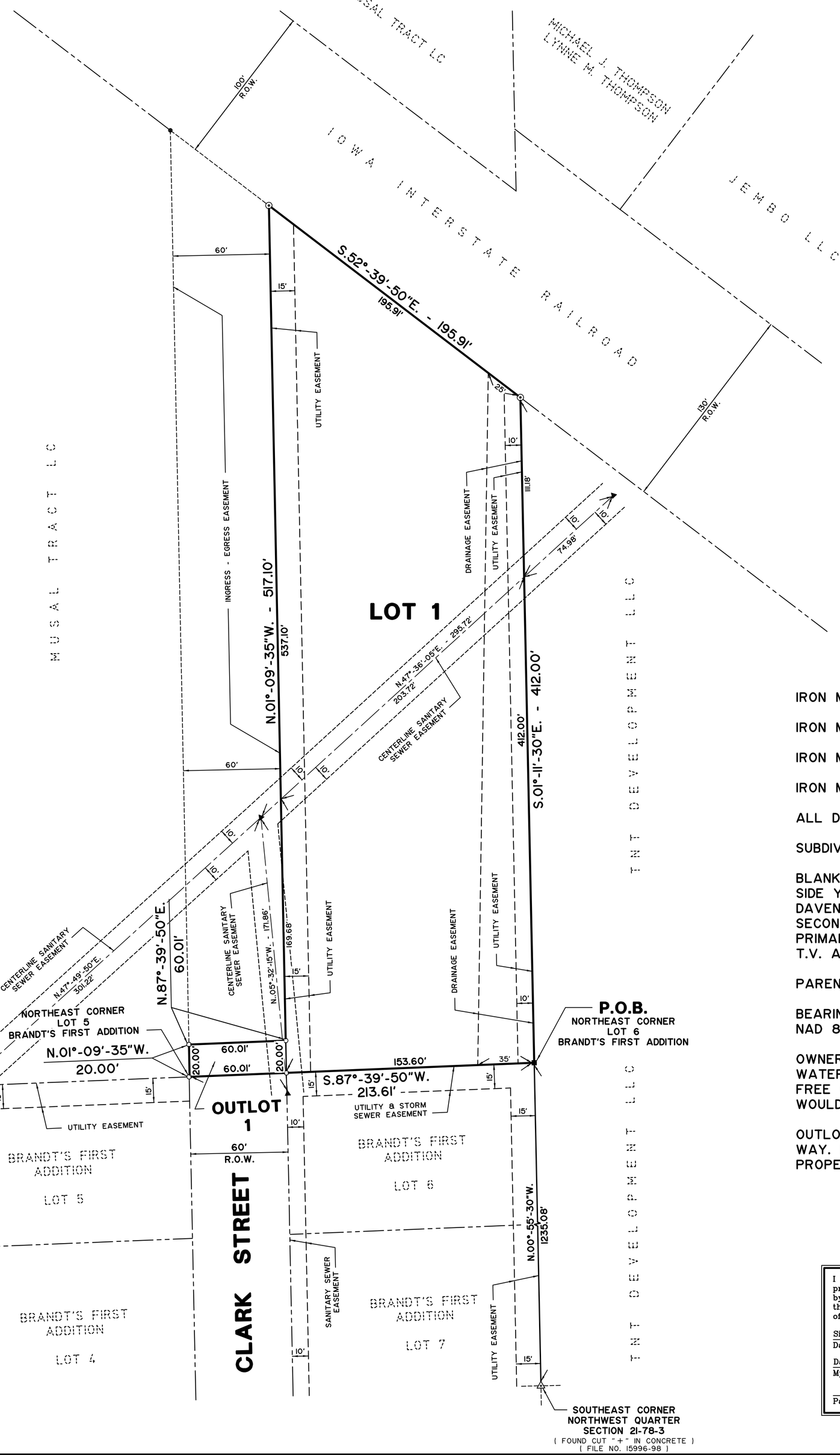
HUGO FIRST ADDITION

TO THE CITY OF DAVENPORT, IOWA

BEING PART OF THE NORTHWEST QUARTER OF SECTION 21 TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5th P.M.

(SCALE: 1" = 40')

LOT AREA	
NO.	SQUARE FEET
1	72,815
OUTLOT 1	1,200



OWNER - DEVELOPER

MUSAL TRACT LC

3211 EAST 35th STREET COURT

DAVENPORT, IOWA 52807

ATTN: ROB FICK

MIDAMERICAN ENERGY COMPANY

BY _____

DATE _____

APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN ENERGY COMPANY

IOWA-AMERICAN WATER CO.

BY _____

DATE _____

MEDIACOM

BY _____

DATE _____

CENTURYLINK

BY _____

DATE _____

PLAN & ZONE COMMISSION

BY _____

DATE _____

CITY OF DAVENPORT, IOWA

BY _____

ATTEST _____

DATE _____

GENERAL NOTES

IRON MONUMENTS SET SHOWN THUS —○— (5/8"ϕ IRON PIN W/ CAP 7222)

IRON MONUMENTS FOUND SHOWN THUS —•— (1/2"ϕ IRON PIN)

IRON MONUMENTS FOUND SHOWN THUS —⊙— (1/2"ϕ IRON PIN W/ CAP 10135)

IRON MONUMENTS FOUND SHOWN THUS —■— (5/8"ϕ IRON PIN W/ CAP 4204-3244)

ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

SUBDIVISION CONTAINS 1.70 ACRES, MORE OR LESS.

BLANKET UNDERGROUND AND OVERHEAD EASEMENTS GRANTED WITHIN THE MINIMUM WIDTH OF SIDE YARD PROVISIONS OF CHAPTER 17.42 OF THE ZONING ORDINANCE OF THE CITY OF DAVENPORT, IOWA, ALONG THE SIDE LOT LINES OF EACH LOT HEREIN FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSFORMERS, PRIMARY CABLE, GAS SERVICE, WATER SERVICE, SEWER LATERALS, TELEPHONE SERVICE, CABLE T.V. AND STREET LIGHTS.

PARENT TRACT IS ZONED S-AG (AGRICULTURAL DISTRICT).

BEARINGS SHOWN HEREON ARE BASED ON THE IOWA STATE PLANE COORDINATE SOUTH ZONE, NAD 83 (2011).

OWNERS OF LOTS ON WHICH A DRAINAGE EASEMENT HAS BEEN ESTABLISHED AS A STORM WATER PASSAGE WAY SHALL MAINTAIN SAID EASEMENT AS A LAWN, PLANTED IN GRASS AND FREE OF STRUCTURES, FENCES, FILL, BUSHES, TREES, SHRUBS OR OTHER LANDSCAPING THAT WOULD IMPEDE THE FLOW OF WATER.

OUTLOT 1 IS DEDICATED TO THE CITY OF DAVENPORT FOR ADDITIONAL CLARK STREET RIGHT OF WAY. PHYSICAL IMPROVEMENTS SHALL NOT BE REQUIRED UNTIL SUCH TIME THAT THE PROPERTY WEST OF THIS ADDITION IS CONSIDERED FOR FURTHER SUBDIVISION DEVELOPMENT.

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.

Signature: _____

David L. Meyer, P.E. & L.S., License Number 7222

Date: DECEMBER 01, 2020

My license renewal date is December 31, 2022

THIS SHEET ONLY

Pages or sheets covered by this seal:

DAVID L. MEYER LICENSED 7222 IOWA CIVIL ENGR. & LAND SURVEYOR

PREPARED BY

KLINGNER & ASSOCIATES

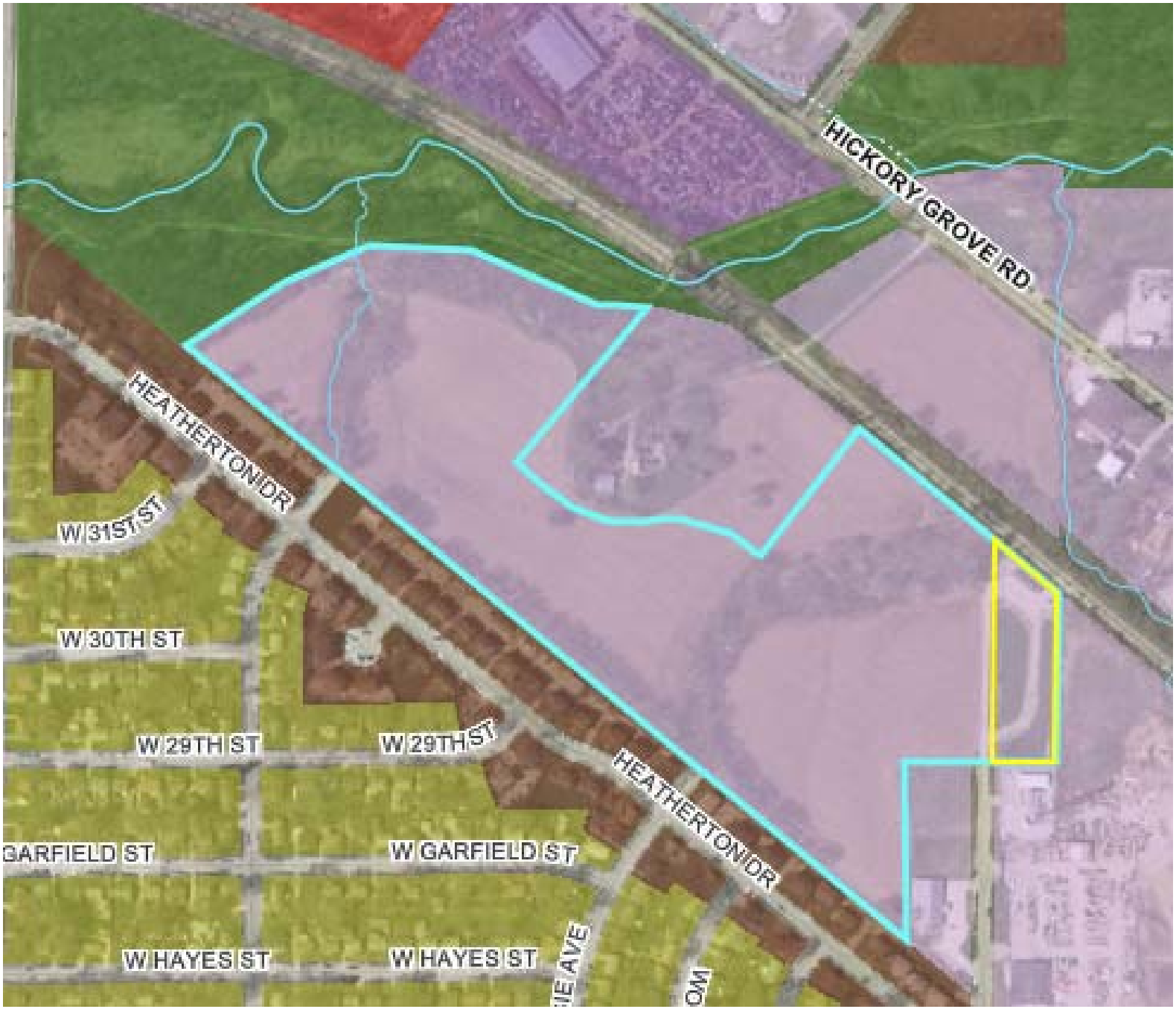
4111 EAST 60th STREET

DAVENPORT, IOWA 52807

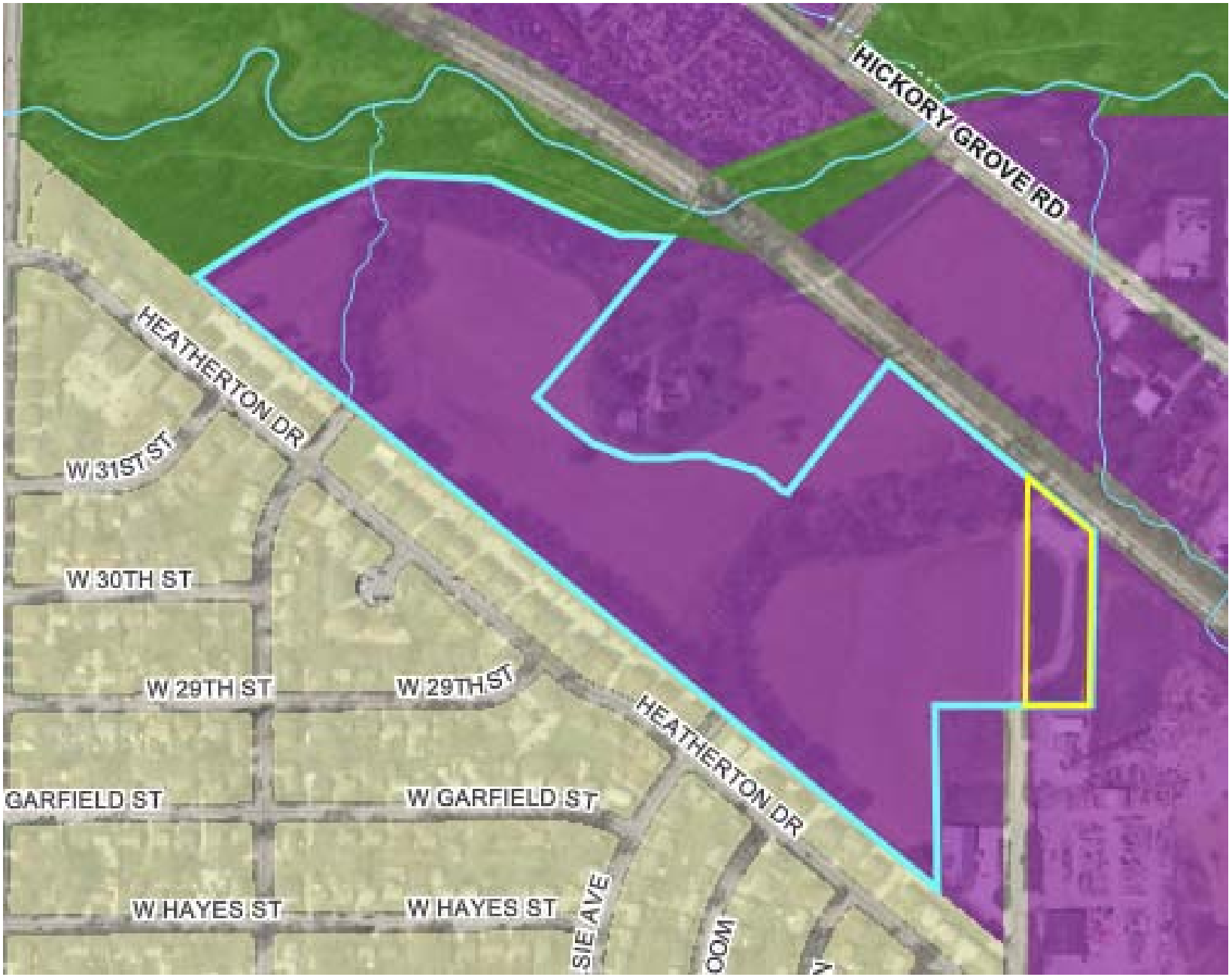
PHONE NUMBER: (563) 359 - 1348

20-6142

Current Zoning



Future Land Use



City of Davenport

Department: Community Development Committee
Contact Info: Bruce Berger | 563-326-7769

Action / Date
2/24/2021

Subject:
Resolution approving the 2021 Urban Revitalization Tax Exemption projects. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The objective of the Urban Revitalization Tax Exemption (URTE) program is to encourage private investment by providing an exemption on the increase in property taxes resulting from improvements. The City presently has two Urban Revitalization areas: Central City and North.

The attached list provides the following information for each property: whether the property is residential, commercial, or industrial; the petitioner's name; the property address; the schedule of exemption chosen; and the cost of the improvements reported by the petitioner on the application form. (The exemption percentage is applied to the actual value of the improvements as determined by the City Assessor. The new assessed value is rarely equal to the cost of the improvements.) The term of the exemption varies according to the schedule selected by the petitioner. In all cases when the exemption period expires, the property will rise to the full taxable value. This year's applications represent a total private investment of over $152 million spread amongst 119 projects. The attached map shows the location of the completed URTE projects.

The URTE program continues to be one of the City's best economic development tools. This program directly helps the City's taxpayers by lessening the burden of higher property taxes that often come with improvements.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	2021 URTE Resolution
🗋	Backup Material	2021 URTE Project Map
🗋	Backup Material	2021 URTE Project List

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	2/11/2021 - 1:00 PM

Resolution No._____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION for approval of 2021 Urban Revitalization Tax Exemption Projects.

WHEREAS, in the City of Davenport, an urban revitalization plan under the provisions of Urban Renewal has been in effect since 1980; and

WHEREAS, this plan provides incentives in the form of property tax exemption for both new construction and rehabilitation in order to encourage private investment and to help reverse the trend toward disinvestment; and

WHEREAS, the attached list of projects meet the requirements of the urban revitalization plan; and

WHEREAS, the tax exemption programs, together with the other economic development programs of the City, have been used to increase assistance for projects which otherwise would not occur.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport that the following properties will be approved for the Urban Revitalization Tax Exemption program for 2021.

Passed and approved this 24th day of February, 2021.

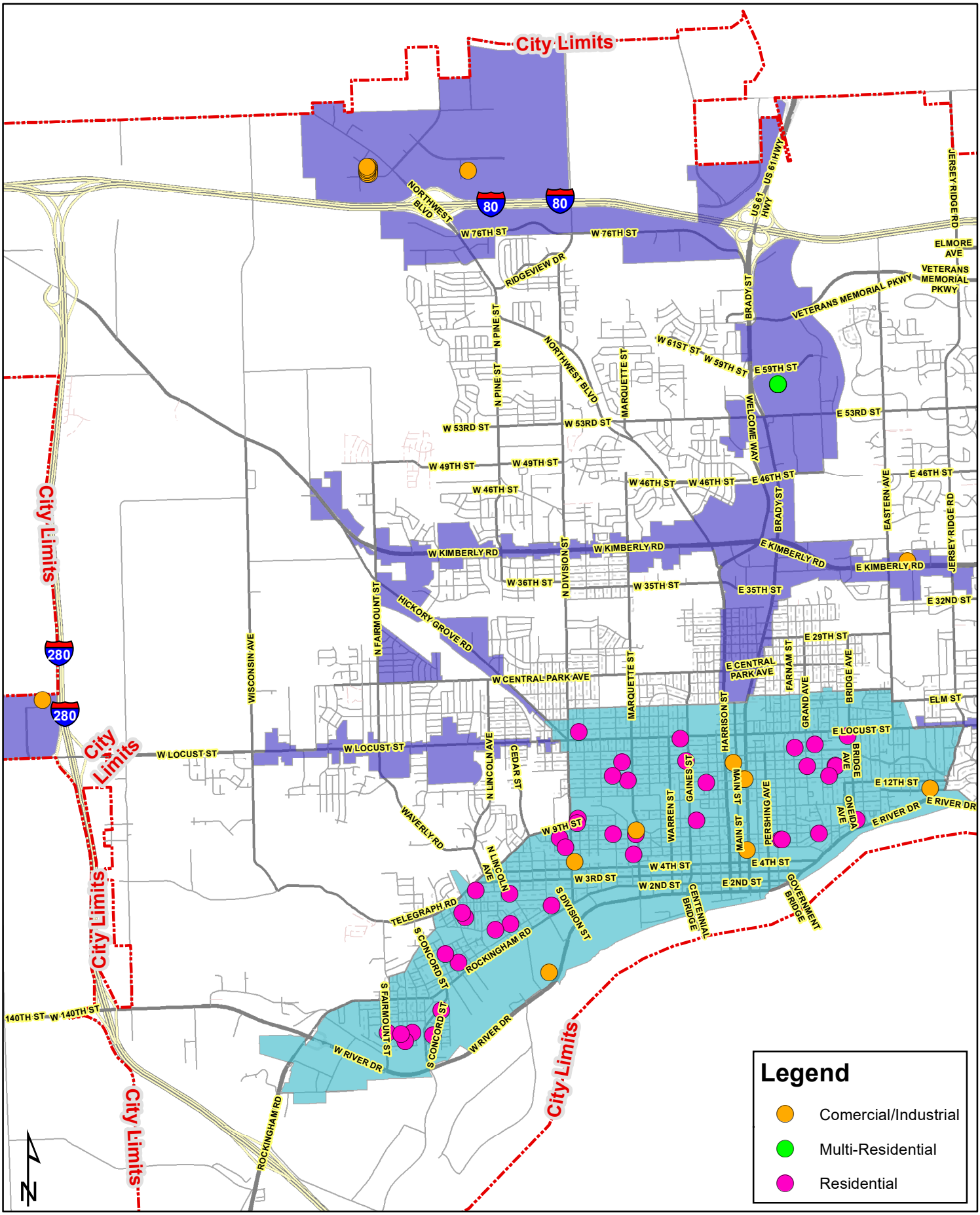
Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport
2021 URTE Final Projects



0 0.25 0.5 1 1.5 2 Miles

Community & Economic Development
February 2021

2021 Urban Revitalization Tax Exemption (URTE) Applications

Final Applications

Type	Petitioner	Address	Parcel	Area	Schedule	Improvements Cost
R	Aaron and Ashley Edmark	922 Madison Street	H0037-09	Central	C3	$25,000
R	Bessie Mattly	712 Marquette Street	H0056-88	Central	C3	$14,573
R	Brealynn and Donald Dickerson	1619 W. Pleasant Street	A0060-21	Central	C3	$279,963
C	Carol Payne	1504 Main Street	G0010-48	Central	C2	$30,000
R	Dorothy Burgard	1820 W. 6th Street	H0052-49	Central	C3	$8,321
R	Dustin Blake-Wall	402 S. Hancock Avenue	K0032-14	Central	C3	$14,450
R	Elizabeth Price	3232 Sunnyside Avenue	R0419-33	Central	C3	$15,000
C	Great Southern Bank	2020 E. Kimberly Road	N1809-04A	North	N2	$104,282
R	Jack Haberman	707 Gaines Street	G0045-02A	Central	C3	$100,000
R	James and Lucinda Milam	704 E. 14th Street	F0020-34	Central	C3	$14,463
C	JCC Financing LLC/ Jeff West	427 N Division Street	H0060-16B	Central	C1	$74,000
R	Jennifer Hyslope	1315 W. 14th Street	H0024-17	Central	C3	$15,000
R	Jeremy Fuller/ Cornerstone Rental Properties LLC	1028 E. 14th Street	F0021-42	Central	C1	$13,000
R	Jerry Dyson	1335 W. 16th Street	H0009-20	Central	C3	$29,858
R	Jessica Waterman	1830 Dixwell Street	K0019-28	Central	C3	$15,000
R	Joanne Current	2340 Jackson Avenue	J0025-08	Central	C3	$24,844
R	Joseph Devlin	1317 S. Nevada Avenue	R0417-03	Central	C3	$6,240
R	Julia Sird	214 S Hazelwood Avenue	J0022-38	Central	C3	$24,998
R	Kerry and Misha Davis	1412 W. 14th Street	H0023-33	Central	C3	$276,500
R	Komi and Akouto Denou	414 E. 6th Street	F0050-12	Central	C3	$80,000
R	Kristine Oswald	1734 Bridge Avenue	F0006-16	Central	C3	$13,093
R	Lamar and Juliana Buckelew	1206 E. River Drive	F0043-05B	Central	C3	$12,460
R	Logan and Samantha Walrath	1024 E. 14th Street	F0021-41	Central	C3	$21,700
R	Lori Jarvis	3131 Magnolia Avenue	R0404-07	Central	C3	$15,000
C	M&T Preservation LLC	732 Marquette Street	H0041-02	Central	C2	$16,250

R	Maria Martinez De Rodriguez	718 Fillmore Street	H0042-03	Central	C3	$14,733
R	Mhisho Vuong-Lynch	526 S. Clark Street	J0045-31B	Central	C3	$87,000
R	Michael LeCount	137 S. Birchwood Avenue	J0022-59	Central	C3	$20,000
C	Midland Scientific Properties LLC	2805 Research Parkway	W3321A01	North	N2	$3,010,700
R	Povi Koueviakoe	408 E. 6th Street	F0050-11	Central	C3	$80,000
C	Premier Commercial Condominium LLC	3694 W. 83rd Street Unit 101	V3223B101	North	N2	$133,500
C	Premier Commercial Condominium LLC	3694 W. 83rd Street Unit 102	V3223B102	North	N2	$133,500
C	Premier Commercial Condominium LLC	3694 W. 83rd Street Unit 103	V3223B103	North	N2	$133,500
C	Premier Commercial Condominium LLC	3694 W. 83rd Street Unit 104	V3223B104	North	N2	$133,500
C	Premier Commercial Condominium LLC	3694 W. 83rd Street Unit 105	V3223B105	North	N2	$133,500
C	Premier Commercial Condominium LLC	3694 W. 83rd Street Unit 106	V3223B106	North	N2	$133,500
C	Premier Commercial Condominium LLC	3694 W. 83rd Street Unit 108	V3223B108	North	N2	$133,500
C	Premier Commercial Condominium LLC	3694 W. 83rd Street Unit 109	V3223B109	North	N2	$133,500
C	Premier Commercial Condominium LLC	3694 W. 83rd Street Unit 110	V3223B110	North	N2	$200,250
C	Redband Properties LLC/ Rick Cook	110 W. 13th Street	G0024-22A	Central	C1	$94,150
C	Redband Properties LLC/ Rick Cook	1304 Brady Street	G0024-22B	Central	C1	$94,150
R	Richard and Donna Anderson	1218 W. 5th Street	H0057-07	Central	C3	$14,200
R	Richard and Judith Hahn	3411 Orchard Avenue	R0418-32	Central	C3	$14,900
R	Richard and Sara Moritz	718 S. Rolff Street	J0044-28	Central	C3	$15,000
C	River Bend Storage LLC/ Clark Moore	2070 W. River Drive	K0051-13	Central	C1	$1,586,236
R	Rodney and LaShondre Davis	1506-1508 Gaines Street	G0013-35	Central	C3	$15,000
R	Ronny Nefzger	1414 S Michigan Avenue	R0418-04	Central	C3	$15,000
R	Rosemary Overton	745 E. 6th Street	F0052-28	Central	C3	$19,350
R	Roxanne Carlson	725 W Locust Street	G0004-02	Central	C3	$11,379
R	Scott and Ashly Heskett	3641 Orchard Avenue	R0417-38	Central	C3	$23,510
R	Sharon Jones	1840 W. 7th Street	H0052-06	Central	C3	$8,900
R	Sheri Garcia	216 N Elmwood Avenue	J0010-19	Central	C3	$14,815
R	Sylvia Silva	604 Kirkwood Blvd	F0003-23	Central	C3	$15,000
R	Teresa Berge	1615 Davenport Avenue	F0004-20	Central	C3	$20,000
R	Tess and Lance Farmer	1230 Scott Street	G0021-02	Central	C3	$15,000

MR	The Reserve Davenport LLC	5705 Brady Street	X1201-04C	North	N1	$500,000
MR	The Reserve Davenport LLC	5715 Brady Street	X1201-04C	North	N1	$3,000,000
MR	The Reserve Davenport LLC	5725 Brady Street	X1201-04C	North	N1	$3,000,000
MR	The Reserve Davenport LLC	5735 Brady Street	X1201-04C	North	N1	$3,000,000
MR	The Reserve Davenport LLC	5745 Brady Street	X1201-04C	North	N1	$3,000,000
MR	The Reserve Davenport LLC	5755 Brady Street	X1201-04C	North	N1	$3,000,000
C	Todd Whitlow	3694 W. 83rd Street Unit 107	V3223B107	North	N1	$219,000
R	Urban Rehab LLC	1706 W. 9th Street	H0044-06	Central	C3	$30,000
R	Urban Rehab LLC	122 N Pine Street	K0016-08	Central	C3	$35,000
R	Urban Rehab LLC	930 E. 13th Street	F0021-07	Central	C3	$45,000
C	VZ Properties LLC/ Mark VanZuiden	510-512 Brady Street	G0055-17	Central	C2	$400,000
C	Wisor Properties/ John Wisor	2108 E. 11th Street	E0030-30A	Central	C2	$250,000
C	XL Development LLC	7620 Louis Rich Court	T2435-03	North	N1	$1,760,900
				TOTAL:	***68***	***$25,941,168***

In Progress Applications

Type	Petitioner	Address	Parcel	Area	Schedule	Improvements Cost
MR	311 Partners LLC	311 -315 E. 2nd Street	L0016A13B	Central	C3	$300,000
C	311 Partners LLC	311-315 E. 2nd Street	L0016A13B	Central	C1	$350,000
C	325 Partners LLC	325 E. 2nd Street	L0016A11	Central	C1	$3,000,000
C	3931 W Locust LLC/ Tuvi Mendel and Peter Schillaci	3931 W Locust Street	S2907-01	North	N2	$400,000
MR	400 W River LLC	400 W River Drive	L0011-16A	Central	C3	$8,000,000
MR	601 Brady Associates	601 Brady Street	G0056-17A	Central	C3	$5,500,000
R	Andrew and Kimberly Varner	1115 W. 17th Street	G0001-29	Central	C3	$60,000
MR	Andrew Wold Investments	307 W. 6th Street	G0054-17A	Central	C3	$658,000
R	Angela and Melvin Johnson	3712 Birchwood Avenue	O1637-02	North	N1	$230,000
R	C&L Plaza LLC	3708 Birchwood Avenue	O1637-02	North	N2	$270,000
R	C&L Plaza LLC	2740 W. 38th Place	O1637-02	North	N2	$255,000
R	City of Davenport UH	503 W. 15th	G0012-25	Central	C3	$281,362
R	City of Davenport UH	637 Oak Street	H0050-05	Central	C3	$238,254
C	Cobham	2734 Hickory Grove Road	O2105-03	North	N1	$3,767,000
MR	DAV APT LLC	229 W. 3rd Street	L0007-12	Central	C3	$2,100,000
R	David Leiva	506 W. 8th Street	G0044-15	Central	C3	$50,000
MR	Delt 100 Alumni Counsel LLC	1208 Main Street	G0026-18	Central	C3	$411,780
R	Denise Renee Moser	1132 Marquette Street	H0025-04	Central	C3	NA
R	Ed Winborn	529 W. 14th Street	G0021-13	Central	C3	NA
MR	Financial District Properties WF, LLC	128 W. 3rd Street	L0007-29	Central	C3	$9,000,000
MR	Financial District Properties WF, LLC	203 W. 3rd Street	L0007-11	Central	C3	$1,000,000
R	Gateway Redevelopment Group	517 Ripley Street	G0054-20	Central	C3	$75,000
R	Habitat for Humanity QC	719 E. 6th Street	F0052-34	Central	C3	$80,000
R	Habitat for Humanity QC	810 Charlotte Street	F0052-18	Central	C3	$87,000
R	Jack Haberman	709 Gaines Street	G0045-03A	Central	C3	$75,000
R	James and Janis Bickford	1709 Judson Street	E0001-42	Central	C3	$100,000
MR	Jamey Licandro	515 Ripley Street	G0054-36	Central	C3	$100,000

MR	Jamey Licandro	509 Ripley Street	G0054-36	Central	C3	$300,000
R	Kristin Brooke	1920 E. 13th Street	E0018-22	Central	C3	$87,000
R	Lisa and Darnell Boddie	416 W. 16th Street	G0011-40	Central	C3	$40,000
R	Mark Easter	917 W. Locust Street	G0003-01	Central	C3	$30,000
MR	Mark Roemer/ Waukee Investments LLC	400 Main Street	G0058-12A	Central	C3	$150,000
MR	Mark Roemer/ Waukee Investments LLC	324 Main Street	L0007-24	Central	C3	$200,000
C	MH Equipment Company/ John and Julie Wieland	8140 Harrison Street	X3537-04A	North	N1	$2,500,000
R	Nam Le and Betty Song	3808 Birchwood Avenue	O1637-02	North	N1	$253,500
C	New Kahl Commercial LLC	326 W. 3rd Street	L0006-17D	Central	C1	$6,200,000
MR	New Kahl LLC	326 W. 3rd Street	L0006-17G	Central	C3	$17,500,000
C	O.V. Nielsen Family Trust - IH Bowstring Lofts LLC	601 W. 2nd Street	L0013-08	Central	C1	$400,000
MR	O.V. Nielsen Family Trust - IH Bowstring Lofts LLC	601 W. 2nd Street	L0013-08	Central	C3	$3,600,000
MR	Pine Knoll LLC	2504 Telegraph Road	J0011-39A	Central	C3	$5,000,000
R	S&H Rental Properties LLC	1426 Brady Street	G0024-30	Central	C3	$40,000
C	Shawn and Cindy Agan/ Chariot LLC	3504 Hickory Grove Road	O1649A01B	North	N1	$800,000
MR	The Reserve Davenport LLC	5765 Brady Street	X1201-04C	North	N1	$3,000,000
MR	The Reserve Davenport LLC	5775 Brady Street	X1201-04C	North	N1	$3,000,000
R	Tinh Tran	3812 Birchwood Avenue	O1637-02	North	N2	$300,000
MR	TWG Development LLC	500 LeClaire Street	F0063-18D	Central	C3	$30,000,000
R	Urban Rehab LLC	410 S. Dittmer Street	J0036-10	Central	C3	$28,000
R	Urban Rehab LLC	135 E. Locust Street	G0008-03	Central	C3	$45,000
C	Urbane 210 LLC	210 E. 2nd Street	L0009-28B	Central	C1	$8,000,000
MR	Urbane 210 LLC	210 E. 2nd Street	L0009-28B	Central	C3	$8,000,000
MR	VZ Properties LLC/ Mark VanZuiden	508 Brady Street	G0055-17	Central	C3	$550,000
				TOTAL:	***51***	***$126,411,896***

C=Commercial, I=Industrial, MR=Multi-Residential, R=Residential

City of Davenport

Department: Public Safety **Action / Date**
Contact Info: Chad Dyson | 563-326-7817 **2/24/2021**

Subject:
Second Consideration: Ordinance amending Chapter 12.72 entitled “Conduct in Parks” to add a new Section 12.72.095 that prohibits the use of tobacco and nicotine products in the parks and park facilities. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
The Parks and Recreation Department was contacted by Scott County Health Department regarding an Ordinance to make Davenport parks and park properties tobacco/nicotine free. The amended Ordinance will accomplish this by prohibiting the use of tobacco/nicotine products on any City park property or in any City park facility. Staff from the Scott County Health Department presented at the October 6, 2020 Parks Advisory Board meeting. The Parks Advisory Board motioned in support of a tobacco and nicotine free park Ordinance.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Admin, Default	Approved	1/28/2021 - 3:47 PM

ORDINANCE NO. _____

Ordinance amending Chapter 12.72 entitled "Conduct in Parks" to add a new Section 12.72.095 that prohibits the use of tobacco and nicotine products in the parks and park facilities.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That new Section 12.72.095 entitled "Tobacco and nicotine free parks and park facilities" is hereby adopted that read as follows:

12.72.095 Tobacco and nicotine free parks and park facilities.

No person, at any time, shall use a tobacco product or nicotine product of any kind while present on any City park property or in any City park facility. "Tobacco product" means any product made or derived from tobacco that is intended for human use, including any component, part, or accessory of a tobacco product including, but is not limited to, cigarettes, electronic smoking devices, cigarette tobacco, roll-your-own tobacco, smokeless tobacco, chewing tobacco and dissolvable tobacco. "Electronic smoking devices" mean any device that can be used to deliver an aerosolized solution that may or may not contain nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, e-hookah, or other simulated smoking device. "Nicotine product" does not include any product approved by the United States Food and Drug Administration for tobacco cessation such as gum or patches.

In addition to the sanctions and remedies provided in 12.72.100, a violation of this section may be charged as a municipal infraction or simple misdemeanor; the scheduled fine shall be $100.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed as are any motions or resolutions of council that purport to give authority to a council standing committee to make a determination as all such determinations shall henceforth be made by the city council.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad City Times* on _____

Attest:

_____
Mike Matson
Mayor

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Safety
Contact Info: Gary Statz | 563-326-7754

Action / Date
2/24/2021

Subject:
Second Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled “Resident Parking Only” by adding Sturdevant Street along the west side from the alley north of 12th Street to 13th Street. [Ward 4]

Recommendation:
Adopt the Ordinance.

Background:
The four homes in this zone have little off-street parking and the parking in front of the homes is often occupied when there are events at Beyond the Baseline across the street. Beyond the Baseline patrons can park in the adjacent parking lots or along the front, west side, or back of the building on the streets that surround the property.

ATTACHMENTS:

	Type	Description
	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	1/27/2021 - 11:08 AM
Public Works Committee	Moses, Trish	Approved	1/27/2021 - 11:08 AM
City Clerk	Admin, Default	Approved	1/27/2021 - 12:09 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XI "RESIDENT PARKING ONLY" THERETO BY ADDING STURDEVANT STREET ALONG THE WEST SIDE FROM THE ALLEY NORTH OF 12TH STREET TO 13TH STREET.

Section 1. That Schedule XI "Resident Parking Only" of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding the following:

Sturdevant Street along the west side from the alley north of 12th Street to 13th Street.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad City Times* on _____

Attest:

_____
Mike Matson
Mayor

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Safety
Contact Info: Brian Krup | 563-326-6163

Action / Date
2/24/2021

Subject:
Resolution approving the following street, lane, or public ground closures on the listed dates to hold outdoor events.

Sasha Rowland; Mac's Tavern St. Patrick's Day Celebration; 316 West 3rd Street; 8:00 a.m. Saturday, March 13, 2021 - 2:00 a.m. Sunday, March 14, 2021; **Closure:** sidewalk in front of 316 and 318 West 3rd Street. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Per the City's Special Events Policy, City Council approves street, lane, and public ground closures based on the recommendation of the Special Events Committee.

Mac's Tavern is seeking permission to temporarily close the sidewalk in front of their establishment in the event they have a small celebration for St. Patrick's Day. This will allow for additional space for people to social distance, similar to the sidewalk seating program approved last year. They have been advised to leave adequate space for pedestrians to pass.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Mac's Map

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Admin, Default	Approved	2/11/2021 - 4:12 PM

Resolution No. _____

Resolution offered by Alderman Ambrose.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving street, lane, or public ground closures on the listed dates and times to hold outdoor events.

WHEREAS, the City, through its Special Events Policy, has accepted the following applications to hold outdoor events on the following dates; and

WHEREAS, upon review of the applications it has been determined that the street, lane, or public ground on the dates and times listed below will need to be closed.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and directs staff to proceed with the temporary closure of the following street, lane, or public ground on the following dates and times:

Sasha Rowland; Mac's Tavern St. Patrick's Day Celebration; 316 West 3rd Street; 8:00 a.m. Saturday, March 13, 2021 - 2:00 a.m. Sunday, March 14, 2021; ***Closure:*** *sidewalk in front of 316 and 318 West 3rd Street. [Ward 3]*

Passed and approved this 24th day of February, 2021.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

ATM
312
318
Mac's Tavern
Long standing Irish pub for classic fare
Carriage Haus
Fat Sacks
Takeout
Kilkenny's Pub
306
302

City of Davenport

Department: Public Safety **Action / Date**
Contact Info: Jim Odean | 563-326-7739 **2/24/2021**

Subject:
Motion approving beer and liquor license applications.

A. New License, new owner, temporary permit, temporary outdoor area, location transfer, etc (as noted):

Ward 5

The 11th St Precinct and Grill (Carpe Diem I LLC) - 2108 E 11th St - Outdoor Area - Premise Update - License Type: C Liquor

Ward 7

Assumption High School (Assumption High School) 1020 W Central Park Ave - "April Knights" April 23, 2021 - License Type: C Liquor

B. Annual license renewals (with outdoor area renewals as noted):

Ward 1

Happy Joes Pizza (Dynamic Restaurant Acquisition, Inc) - 817 S Farragut St - License Type: B Beer

Jimmie O's Saloon (OLDHAM ENTERPRIZES LLC) - 2735 Telegraph Rd - License Type: C Liquor

Smokin' Joe's Tobacco and Liquor Outlet # 1 (The Outlet Inc) - 3120 Rockingham Rd - License Type: E Liquor

Ward 2

SNS Mart (Sleesha Mini Mart LLC) - 1715 W Kimberly Rd - License Type: C Beer

Ward 3

Chuck's Tap (White T Corporation) - 1731 W 6th St - License Type: C Liquor

Express Lane Gas & Food Mart # 84 (ExpressLane Inc) - 321 N Division St - License Type: C Beer

Golden Mart (Golden Mart Inc) - 1026 W River Dr - License Type: E Liquor

Moti’s Food (QC Diner LLC) - 1717 W 3rd St - License Type: E Liquor

Ward 4

Happy Joes Pizza (Dynamic Restaurant Acquisition, Inc) - 1616 W Locust St - Outdoor Area - License Type: C Liquor

SC Mini Mart (SC Minimart LLC) - 1511 W Locust St - License Type: C Beer

Sun Mart LLC (Sun Mart LLC) - 2920 W Locust St - License Type: E Liquor

Ward 5

Baked Beer & Bread Co (MemeCat LLC) - 1113 Mound St - License Type: C Liquor

Brady Mart Food & Liquor (Midwest Stores LLC) - 3107 Brady St - License Type: E Liquor

Express Lane Gas & Food Mart # 77 (Express Lane Inc) - 1208 E Locust St - License Type: C Beer

Ward 8

Express Lane Gas & Food Mart # 86 (ExpressLane Inc) - 7522 Northwest Blvd - License Type: C Beer

Fareway Stores, Inc #987 (Fareway Stores, Inc) - 1635 W 53rd St - License Type: E Liquor

Happy Joes Pizza (Dynamic Restaurant Acquisition, Inc) - 201 W 50th St - License Type: Beer/Wine

Recommendation:
Pass the Motion.

Background:
The above applications have been reviewed by the Police, Fire, and Zoning Departments.

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Admin, Default	Approved	2/11/2021 - 4:12 PM

City of Davenport

Department: Public Works - Admin
Contact Info: Laura Berkley | 563-888-3553

Action / Date
2/24/2021

Subject:
Third Consideration: Ordinance amending Chapter 15.44 entitled "Flood Damage Prevention" of the Davenport Municipal Code to adopt the new Flood Insurance Study and flood maps, and to align the Ordinance with Iowa Department of Natural Resources and FEMA standards and regulations. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
On June 26, 2019, the Federal Emergency Management Agency (FEMA) notified the City of Davenport of proposed modifications to the Flood Insurance Study and Flood Insurance Rate Maps for the City of Davenport. FEMA has determined that the proposed modifications are now considered final and will be effective as of March 23, 2021.

As a condition of continued eligibility of the National Flood Insurance Program, the City must amend the regulations in Chapter 15.44 entitled Flood Damage Prevention to meet the standards of the National Flood Insurance Act of 1968, as amended. The Iowa Department of Natural Resources has reviewed Chapter 15.44 and provided amendments that would ensure Davenport remains in compliance with both FEMA and State of Iowa regulations. The regulations are required to be adopted prior to March 23, 2021.

The amendments include:

- Adopting the new Flood Insurance Study and Flood Insurance Rate Maps
- Addition and amendments to definitions in Section 15.44.070
- Clarification on the standards for flood hazard reduction in all flood zones
- Clarification on flood hazard reduction standards in floodways
- Assigning an Administrator of the ordinance
- Changes the elevation datum used to National American Vertical Datum of 1988
- Reduces the cumulative damage period from 1978 forward to a rolling 10-year period

The regulations are required to be adopted prior to March 23, 2021.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance changes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	1/15/2021 - 3:03 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 15.44 OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, ENTITLED "FLOOD DAMAGE PREVENTION", BY AMENDING VARIOUS SUBSECTIONS THERETO.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That subsection 15.44.020 of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding a new subsection (C) to read as follows:

C. This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Iowa Department of Natural Resources.

Section 2. That section 15.44.060 of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

15.44.060 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration through a scientific and engineering report entitled "The Flood Insurance Study for Scott County, Iowa No. 19163CV000C~~A~~ DATED March 23, 2021 ~~February 18, 2011~~," with accompanying Flood Insurance Rate Maps and any revision thereto are adopted by reference and declared to be a part of this chapter. The Flood Insurance Rate Map (FIRM) for Scott County and Incorporated Areas: ~~Map No. 19163CIND0A~~; City of Davenport: Panels 19163C00335G, 0340G, 0345G, 0355G, 0360G, 0365G, 0367G, 0370G, 0376G, 0378G, 0433G, 0434G, 0453G, 0454G, 0456G, 0458G, 0460G, and 0476G; ~~0335F, 0340F, 0345F, 0355F, 0360F, 0365F, 0367F, 0370F, 0376F, 0378F, 0456F, 05458F, 0460F and 0476F~~; dated March 23, 2021 ~~February 18, 2011~~, which were prepared as part of the Flood Insurance Study for is (are) hereby adopted by reference and declared to be the Official Floodplain Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this chapter.

Section 3. That section 15.44.070 of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding new definitions or amending current definitions to be read as follows:

APPURTENANT STRUCTURE - Shall mean a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

EXISTING CONSTRUCTION - Shall mean any structure for which the start of construction commenced before the effective date of the first floodplain management regulations adopted by the community.

EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - shall mean a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-

built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

EXPANSION OF EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - Shall mean the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

FACTORY-BUILT HOME PARK - Shall mean a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

500-YEAR FLOOD - Shall mean a flood, the magnitude of which has a two-tenths percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every 500 years.

FLOODWAY - Shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood (design storm) so that confinement of flood flows within the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot ~~result in increased flood levels and/or flow velocities~~.

HIGHEST ADJACENT GRADE - shall mean the highest natural elevation of the ground surface prior to construction next to the proposed walls of the structure.

LOWEST FLOOR - Shall mean the lowest floor of the lowest enclosed area, including basement. An exception results when all of the following criteria are met:

a. The enclosed area is designed to flood, to equalize hydrostatic pressure during floods with walls or openings that satisfy the provisions of Section 15.44.110C~~B~~ (please refer to FEMA Technical Bulletin No. 1 entitled "Openings in Foundation Walls and Walls of Enclosures"); and

b. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage; and

c. Machinery and service facilities contained within the enclosed area are protected from flood water to a height of at least one foot above the base flood elevation; and

d. The enclosed area is not defined as a "basement" in this section; and

e. Provided the enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

In cases where the lowest enclosed area satisfies criteria stated in paragraphs a through d above, the lowest floor is the floor on the next highest enclosed area that does not satisfy the criteria above.

MAXIMUM DAMAGE POTENTIAL DEVELOPMENT - Shall mean hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

MEAN SEA LEVEL - Shall mean, for the purposes of the National Flood Insurance Program (NFIP), the ~~National Geodetic Vertical Datum (NGVD) of 1929~~, National American Vertical Datum of 1988 (NAVD 88) or other datum, to which base flood elevations shown on the community's Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) are referenced.

MINOR PROJECTS - Shall mean small development activities (except for filling, grading, and excavating) valued at less than $500.00.

NAVD 88 - Shall mean National American Vertical Datum of 1988, which supersedes the National Geodetic Vertical Datum of 1929 (NGVD)~~, however, the NGVD is used for the existing FIRM~~.

NEW FACTORY-BUILT HOME PARK OR SUBDIVISION - Shall mean a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES - Shall mean repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement to the structure or repair of a damaged structure. Such repairs include:

a. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding.

b. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.

c. Basement sealing.

d. Repairing or replacing damaged or broken window panes.

e. Repairing plumbing systems, electrical systems, heating or air conditioning systems, and repairing wells or septic systems.

SPECIAL FLOOD HAZARD AREA - shall mean the land within a community subject to the base flood. This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR and/or A99 ~~In the floodplain within a community subject to a one percent or greater chance of flooding in any given year~~.

SUBSTANTIAL DAMAGE - Shall mean damage of any origin sustained by a structure whereby the cumulative percentage of damage during a ten- year period, ~~since the City entered the regular program of the NFIP (3-1-1978),~~ the cost of which equals or exceeds 50% of the market value of the structure before the damage occurred regardless of the actual repair work performed.

WATER SURFACE ELEVATION - Shall mean the height, in relation to the ~~National Geodetic Vertical Datum (NGVD) of 1929~~, National American Vertical Datum of 1988 or other datum, where specified, of floods of various magnitudes and frequencies in the flood plains of riverine or other areas.

Section 4. That section 15.44.080 of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows"

15.44.080 General standards for flood hazard reduction.

All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Where base flood elevations have not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to determine:

a. Whether the land involved is either wholly or partly within the floodway or floodway fringe; and

b. The Base Flood Elevation.

Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. The application will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where:

a. The bridge or culvert is located on a stream that drains less than two (2) square miles; and

b. The bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.

~~In all areas of special flood hazards the following provisions are required:~~

A. All new construction and substantial improvement including factory-built housing shall be:

1. Designed and adequately anchored to prevent flotation, collapse or lateral movement of the structure;

2. Constructed with materials and utility equipment resistant to flood damage;

3. Constructed by methods and practices that minimize flood damage;

4. Done in a manner that does not cause any net loss of flood plain and any diminishment of flood carrying capacity. This shall be accomplished by matching each cubic yard or fill dirt added to the site with a corresponding yard of fill dirt removed from another area of the property. However, the requirement stated in the preceding sentence shall have no application to the Mississippi River flood plain.

B. All new and replacement water supply systems and/or sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

C. On-site waste disposal and water supply systems shall be located to avoid impairment to them or contamination from them during flooding.

D. Water supply and/or waste water treatment facilities shall be provided with flood protection equal to or greater than one foot above the 100-year flood elevation.

E. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

F. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal or plant life is prohibited.

G. Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

H. Structural flood control works such as levees, flood walls, etc., shall provide at a minimum, protection from a 100-year flood with a minimum of three feet of design freeboard and shall provide for adequate interior drainage. Approval of such structural work shall also be obtained from the Iowa Department of Natural Resources.

I. No use and or development shall affect the capacity of conveyance of the channel or floodway of any tributary to the mainstream, drainage ditch or other drainage facility or system. In addition, such alterations must be approved by the Iowa Department of Natural Resources.

J. Detached garages, sheds, fences, flag poles and similar structures are exempted from the requirements of this chapter when all of the following conditions are met:

    1. The structure is not used for habitation;

    2. The structure has been designed to have a low flood damage potential;

    3. The structure is constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters;

4. The structure is firmly anchored to prevent flotation which may result in damage to other structures and/or downstream; and

5. The structure's service facilities such as electrical and heating are elevated or floodproofed a minimum of one foot above the base flood elevation.

6. The structure shall be designed to how low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than one (1) foot above the Base Flood Elevation must be constructed of flood-resistant materials.

K. Any permanent exposed slopes or fills and any cut faces of earth excavation which are to be vegetated shall be no steeper than three feet horizontal to one-foot vertical.

L. Any and all development or man-made changes to improved or unimproved real estate shall utilize the principle of no net loss of flood plain with all fill being offset by corresponding grade reductions or cuts. However, the requirement stated in the preceding sentence shall have no application to the Mississippi River flood plain.

M. Require that recreational vehicles placed on sites within Zones A1 - A30, AH and AE on a community's FIRM either: (i) be on the site for fewer than 180 consecutive days; (ii) be fully licensed and ready for highway use; (iii) meet the requirements of Section 15.44.120. A recreational vehicle is ready for highway use if it is on wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

N. Maximum Damage Potential Development - All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated to a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum) to which any structures are floodproofed shall be maintained by the Administrator. Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Iowa Department of Natural Resources with sufficient technical information to make such determinations.

O. Residential Construction – All new or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated a minimum of one foot above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than one foot above the base flood elevation at least

18 feet beyond the limits of any structure erected thereon. All fill shall be offset by corresponding grade reductions or cuts in order that there be no net loss of flood plain. However, the requirement stated in the preceding sentence shall have no application to the Mississippi River flood plain. Alternate methods of elevating may be allowed subject to favorable consideration by both the City plan and zoning commission and the Iowa Department of Natural Resources. The alternative method selected shall be adequate to support the structure as well as withstand the various forces and hazards associated with flooding, increased flood heights and/or erosion, and shall meet the requirements of this chapter.

All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided a means of access that will be passible by wheeled vehicles during the Base Flood. However, this criterion shall not apply where the Administrator determines there is sufficient flood warning time. Consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

P. Nonresidential construction -

1. All new construction or substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to a minimum of one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed to that level so that the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

    a. A registered professional engineer or architect shall develop and/or review structural design specifications, and plans for the construction, and shall certify that the designs and methods of construction are in accordance with accepted standards of practice for meeting the applicable standards.

    b. Such certification shall be provided to and maintained by the official as set forth in Section 15.44.180.

2. If the structure is elevated through the use of fill, all fill shall be offset by corresponding grade reductions or cuts in order that there be no net loss of flood plain as measured in net cubic yards. However, the requirement stated in the preceding sentence shall have no application to the Mississippi River flood plain.

3. All new construction or substantial improvement that contains fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must be certified by a registered professional engineer or architect or meet and/or exceed the following criteria:

    a. A minimum of two openings having a total net opening of not less than one

square inch for every square foot of enclosed area subject to flooding.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

5. New and substantially improved structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities (including ductwork) elevated or floodproofed to a minimum of one (1) foot above Base Flood Elevation.

Q. Factory-Built Housing -

1. No factory-built housing shall be placed in a floodway ~~except in a factory-built home park or subdivision in existence prior to the adoption of this code~~ and shall meet the requirements of this chapter.

2. All factory-built homes shall be anchored to resist flotation, collapse, or lateral movement by providing over-the-top and frame ties to ground anchors. Specific requirements shall be that:

a. Over-the-top ties be provided at each of the four corners of the factory-built home, with two additional ties per side;

b. All components of the anchoring system be capable of carrying a force of 4,800 pounds; and

c. Any additions to the factory-built home be similarly anchored.

3. All factory built housing to be placed or substantially improved including those placed in a factory-built home park or subdivision in existence prior to the effective date of the chapter shall be elevated on a permanent foundation such that the lowest floor of the factory built home is a minimum one foot above the base elevation. If this grade is achieved through the use of fill, all fill shall be offset by corresponding grade reductions or cuts in order that there be no net loss of flood plain as measured in net cubic yards. However, this requirement stated in the preceding sentence shall have no application to the Mississippi River flood plain.

Section 5. That sections 15.44.090, 15.44.100, 15.44.110 and 15.44.120 of the Municipal Code of Davenport, Iowa, are deleted.

Section 6. That section 15.44.130 of the Municipal Code of Davenport, Iowa, shall be renumbered as 15.44.090 and shall read as follows:

15.44.090. Flood hazard reduction — Floodways.

In addition to the General Floodplain Standards, development within the floodway must meet the following applicable standards. The floodway is the portion of the floodplain which must be protected from development encroachment to allow the free flow of flood waters. Where floodway data has been provided in the Flood Insurance Study, such data shall be used to define the floodway. Where no floodway data has been provided, the Iowa Department of Natural Resources shall be contacted to provide a floodway delineation. The applicant will be responsible for providing the Iowa Department of Natural Resources with sufficient technical information to make such determination.

~~Located within areas of special flood hazard established in Section 15.44.070 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and have erosion potential, the following provisions shall apply:~~

A. Prohibit encroachments, including fill, new construction, substantial improvements and other developments unless certification by a professional registered engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge.

B. All development within the floodway shall:

   1. Be consistent with the need to minimize flood damage.

   2. Use construction methods and practices that will minimize flood damage.

   3. Use construction materials and utility equipment that are resistant to flood damage.

C. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility system.

D. If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Sections 15.44.080 ~~through 15.44.150~~ and shall be constructed or aligned to present the minimum possible resistance to flood flows.

E. ~~Prohibit the placement of any factory-built home except in a factory-built home park or subdivision in existence prior to the effective date of the chapter.~~ Structures, if permitted, shall have a low flood damage potential and shall not be for human habitation.

F. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed in readily removable from the floodway within the time available after flood warning.

G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or related portion.

In addition, such alterations or relocations must be approved by the Iowa Department of Natural Resources.

H. Any fill allowed within the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary. All fill shall be offset by corresponding grade reductions or cuts in order that there be no net loss of flood plain as measured in net cubic yards. However, the requirement stated in the preceding sentence shall have no application to the Mississippi River flood plain.

I. Pipeline river or stream/creek crossings shall be buried in the stream bed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood waters.

J. Any permanent exposed slopes of fills and any cut faces of earth which are to be vegetated shall not be steeper than three feet horizontal to one-foot vertical.

Section 7. That section 15.44.140 of the Municipal Code of Davenport, Iowa, shall be renumbered as 15.44.100.

Section 8. That section 15.44.150 of the Municipal Code of Davenport, Iowa, shall be renumbered as section 15.44.110 to be read as follows:

15.44.110. Standards for subdivision proposals including factory-built home parks and subdivisions in all Special Flood Hazard Areas.

A. All subdivision proposals shall be consistent with the need to minimize flood damage.

B. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

C. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

D. Base flood elevation data shall be provided for all subdivision proposals and other proposed development which is intended for the construction of any structure.

E. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that will remain dry during occurrence of the 100-year flood.

Section 9. That section 15.44.160 of the Municipal Code of Davenport, Iowa, shall be renumbered as section 15.44.120 to be read as follows:

15.44.120. Nonconforming uses.

A. A structure or the use of a structure or premises which was lawful before the passage or amendment of the chapter but which is not in conformity with the provisions of this chapter may be continued subject to the following conditions:

1. No such use or substantial improvement of that use shall be expanded, changed, enlarged, or altered in a way which increases its non-conformity.

2. If such use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this chapter. The department of construction and engineering shall notify the Administrator ~~designated official~~ in writing of instances of nonconforming uses where utility services have been discontinued for a period of 12 months.

3. Uses or adjuncts thereof which are or become nuisances shall not be entitled to continue as nonconforming uses.

B. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage occurred except that if it is re-constructed in conformity with the provisions of this chapter. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, or safety code specifications or regulations which have been identified by the Administrator ~~designated official~~ and which are the minimum necessary to assure safe living conditions, or the cost of any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Section 10. That section 15.44.170 of the Municipal Code of Davenport, Iowa, shall be renumbered as section 15.44.130.

Section 11. That section 15.44.180 of the Municipal Code of Davenport, Iowa, shall be renumbered as section 15.44.140 to be read as follows:

15.44.140. Permit procedures.

A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man0made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, storage of materials and equipment, excavation or drilling operations), including the placement of factory-built homes. Application for a development permit shall be made to the Administrator designated official on forms furnished by the Administrator ~~him~~ and may include, but not be limited to the following: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required but not limited to:

A. Elevation in relation to mean sea level (NAVD88 ~~NGVD~~), of the lowest floor (including basement) of all structures and/or the elevation (NAVD88 ~~NGVD~~) to which any nonresidential structure has been floodproofed;

B. Provide a certificate from a registered professional engineer or architect that the non-residential floodproofed structure shall meet the flood-proofing criteria in Section

15.44.110;

C. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

D. Description of the work to be done and all necessary site and/or construction plans;

E. The legal description of the property and the street address if assigned;

F. Elevation of the 100-year flood in relation to NGVD;

G. For a structure being improved or rebuilt the square footage of the improvement and the original structure and/or the estimated cost of the improvement and market value prior to the improvement or damage; and

H. An indication of the occupancy or use of the structure.

I. The designated official shall within a reasonable time, make determination as to whether the proposed flood plain development meets the applicable standards as set forth in this chapter and shall approve or disapprove the application. Upon disapproval the applicant shall be informed in writing of the specific reasons for the disapproval.

J. Actual construction and/or development at variance with the approved and/or authorized plans shall be deemed a violation of the permit and the regulations of this chapter.

Section 12. That section 15.44.190 of the Municipal Code of Davenport, Iowa, shall be renumbered as section 15.44.150 to be read as follows:

15.44.150. Variance procedures.

A. The City Plan and Zoning Commission as established by the City shall hear and decide appeals and requests for variances from the requirements of this chapter.

B. The City Plan and Zoning Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Administrator ~~designated official~~ in the enforcement or administration of this chapter.

C. Any person aggrieved by the decision of the City Plan and Zoning Commission or any taxpayer may appeal such decision to the district court of Scott County as provided by law.

D. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

E. In passing upon such applications, the City Plan and Zoning Commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:

1. The danger that materials may be swept onto other lands or downstream to the injury of others;

2. The danger to life and property due to flooding, increased flood heights or erosion damage;

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

4. The proposed water supply and sanitation systems and the ability of the systems to prevent contamination, disease and unsanitary conditions;

5. The importance of the services provided by the proposed facility to the community;

6. The necessity to the facility of a flood plain and or waterfront location;

7. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

8. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future;

9. The relationship of the proposed use to the comprehensive plan and floodplain management program for the community and that area;

10. The safety of access to the property in times of flood for ordinary and emergency vehicles;

11. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

12. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges;

13. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing subdivisions E1 through E12 have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

F. Upon consideration of the factors listed above and the purposes of this chapter, the City plan and zoning commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. Such conditioning may include but not be limited to:

1. Modification of the water supply and/or waste disposal systems;

2. Limitation of the periods of use and operation;

3. Imposition of operational controls, sureties and/or deed restrictions;

4. Requirements for channel modification, dikes, levees and/or other protective measures provided such are approved by the Iowa Department of Natural Resources and are deemed the only practical alternative to achieve the stated purposes of this chapter.

G. Variances shall not be issued within any designated floodway, if any increase in flood levels during the base flood discharge would result.

H. Conditions for variances.

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

2. Variances shall only be issued upon:

a. Showing of good and sufficient cause;

b. Determination that failure to grant the variance would result in exceptional hardship to the applicant; and

c. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

3. Any applicant to whom a variance is granted shall be given a written notice that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation and that such construction increases the risk to life and property.

4. The Administrator ~~designated official~~ shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

5. All variances granted shall have the concurrence or approval of the Department of Natural Resources.

Section 13. That section 15.44.200 of the Municipal Code of Davenport, Iowa, shall be renumbered as section 15.44.160 to be read as follows:

15.44.160. Administration

The Development & Neighborhood Services Director ~~designated official~~ shall administer and implement the provisions of this chapter and will herein be referred to as the Administrator.

Section 14. That section 15.44.210 of the Municipal Code of Davenport, Iowa, shall be renumbered as section 15.44.170 to be read as follows:

15.44.170. Duties and responsibilities of the Administrator ~~designated official~~.

Duties of the Administrator ~~designated official~~ shall include, but not be limited to:

A. Review of all permit applications to determine whether proposed building sites will be reasonably safe from flooding;

B. Review of all permit applications for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required;

C. Notify adjacent communities and/or counties and the Iowa Department of Natural Resources prior to any alteration or relocation of a watercourse, and shall submit evidence of such notification to the Federal Emergency Management Agency;

D. Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished;

E. Verify and record the actual elevation (in relation to mean sea level - NAVD 88 ~~NGVD~~) of the lowest floor including basement of all new or substantially improved structures;

F. Verify and record the actual elevation (in relation to mean sea level - NAVD 88 ~~NGVD~~) to which the new or substantially improved structures have been floodproofed;

G. When floodproofing is utilized for a particular structure, the Administrator ~~designated official~~ shall obtain certification from a registered professional engineer or architect:

H. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Administrator ~~designated official~~ shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Sections 15.44.180 through 15.44.210;

I. When base flood elevation data has not been provided in accordance with Section 15.44.070, then the Administrator ~~designated official~~ shall obtain, review, and reasonably utilize any base flood elevation data available from a federal, state or other source, in order to administer the provisions of Sections 15.44.080 through 15.44.210.

J. All records pertaining to the provisions of this chapter shall be maintained in the office of the Administrator ~~designated official~~ and shall be open for public inspection.

Section 15. That sections 15.44.220, 15.44.230, 15.44.240, 15.44.250, 15.44.260, and 15.44.270 shall be renumbered as sections 15.44.180, 15.44.190, 15.44.200, 15.44.210, 15.44.220, and 15.44.230 respectively.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

_____
Mike Matson
Mayor

Attest: _____
Brian Krup
Deputy City Clerk

Published in the *Quad City Times* on _____

City of Davenport

Department: Public Works - Engineering
Contact Info: Sandy Doran | 563-326-7756

Action / Date
2/24/2021

Subject:
Resolution approving a contract for the West Locust Street Pump Station and Force Main project design and bid documents preparation with Donohue & Associates, Inc in an amount not-to-exceed $125,000, CIP #30054. [Ward 1]

Recommendation:
Adopt the Resolution.

Background:
The West Locust Pump Station and Force Main will replace an existing three-cell controlled discharge lagoon facility located northwest of the intersection of Interstate 280 and West Locust Street. Upgrades to this facility are required in order to maintain compliance with new permit limits issued by the Iowa Department of Natural Resources (IDNR) in 2018. Due to ongoing operational and maintenance concerns, a facility plan completed for the City in 2020, identified construction of a pump station and force main as the preferred conveyance alternative.

Donohue will analyze the current and future growth capacity needs for the proposed pump station, evaluate the force main route alternatives presented in a facility plan, and summarize the findings in a design basis report. Once the City approves the recommendations, Donohue will prepare bid documents for abandonment of the existing lagoon and construction of a new pump station and force main.

This program is a combined effort by the WPCP, Sewers, and Engineering Divisions of the Public Works Department.

This project is required for compliance with new permit limits set by the IDNR in 2018.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Engineering Design Services - West Locust Lagoon & Force Main

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/10/2021 - 11:32 AM
Public Works Committee	Moses, Trish	Approved	2/10/2021 - 11:32 AM
City Clerk	Admin, Default	Approved	2/10/2021 - 11:42 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving a contract for the West Locust Pump Station and Force Main Project design and bid documents preparation to Donohue & Associates, Inc in an amount not-to-exceed $125,000, CIP# 30054.

WHEREAS, upgrades to the existing lagoon facility are required to maintain compliance with new permit limits issued by Iowa Department of Natural Resources; and

WHEREAS, the City previously completed a facility plan recommending abandonment of the lagoon; and

WHEREAS, the work is to be performed at agreed upon prices.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa that said contract for the West Locust Pump Station and Force Main project design and bid documents preparation to Donohue & Associates, Inc is hereby approved.

Passed and approved this 24th day of February, 2021.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

DONOHUE

ENGINEERING SERVICES AGREEMENT

West Locust Pump Station and Force Main (Project)

This Agreement is by and between:

City of Davenport (Owner)
226 West 4th Street
Davenport, IA 52801

And,

Donohue & Associates, Inc. (Donohue)
230 West Monroe Street
Suite 2925
Chicago, IL 60606

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: Eric Cockerill

Title: Vice-President

Date: 2/2/2021

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The West Locust Pump Station and Force Main will replace an existing three-cell controlled discharge lagoon facility located northwest of the intersection of Interstate 280 and West Locust Street. Upgrades to the existing facility are required to maintain compliance with new permit limits issued in 2018. Due to ongoing operational and maintenance concerns, the City has instead elected to decommission the lagoons, and convey the wastewater to the Waste Pollution Control Plant for treatment. A facility plan completed in 2020 identified construction of a pump station and force main as the preferred conveyance alternative, and presented two potential force main alignments.

The existing lagoons serve a 150-acre commercial area located north of West Locust Street and between 110th Avenue and Interstate 280. Per the 2020 facility plan, typical influent flow to the lagoon is 5,000 gallons per day (gpd) based on measured flows. The 2020 facility plan identified future infill development in the commercial area currently served by the lagoons, as well as low density single family residential development on the land directly west of the commercial zone. In addition to the growth areas identified in the facility plan, the existing farmland northeast of the intersection of Interstate 280 and West Locust Street has been identified for development, and is anticipated to be developed more quickly than the other identified areas.

This Project will analyze the current and future capacity needs for the proposed West Locust Pump Station, evaluate the force main route alternatives analysis presented in the facility plan, recommend a site for the pump station, recommend a force main alignment, and summarize the findings in a Design Basis Report. Once the Owner approves the Design Basis Report, Donohue will design and prepare construction documents for the West Locust Pump Station and Force Main. If approved by Owner, Donohue will also prepare construction documents for abandonment of the existing lagoons.

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

1.0 Design Basis Report

1.1 Hold project kick-off meeting to review project scope and schedule, introduce key team members, and discuss design concepts and goals.

1.2 Review existing information provided by Owner including existing drawings, property information, water use records, industry growth projections, and records to determine a reasonable future capacity for the pump station.

1.3 Evaluate the two force main alignments presented in the facility plan, and up to one (1) additional alignment. Evaluation of the alignments presented in the facility plan will consider alternative pump station sites and modifications to the alignments that may better serve potential development in the existing farmland area northeast of the intersection of

Interstate 280 and West Locust Street. Evaluate up to three (3) alignments for the gravity sewer from the intersection of Interstate 280 and West Locust Street to existing manhole WD-37 east of Utah Avenue.

1.4 Develop hydraulic calculations to determine pump size, wet well size, and force main size for each of the two force main alignments.

1.5 Coordinate with Iowa DOT to confirm casing requirements within DOT right-of-way.

1.6 Develop a planning level opinion of probable construction cost for pump station, force main route alternatives, and lagoon abandonment.

1.7 Summarize information into a Design Basis Report, and provide recommendations for the pump station location and force main alignment.

1.8 Perform quality control check on the Design Basis Report.

1.9 Submit digital (PDF) copy of Design Basis Report to the Owner for review.

1.10 Attend Design Basis Report review meeting.

1.11 Incorporate Owner comments to finalize Design Basis Report.

1.12 Submit digital (PDF) copy of final Design Basis Report to the Owner.

2.0 Topographic Survey and Geotechnical Investigations

2.1 Perform topographic survey of pump station site, selected force main route, and existing lagoon site. Survey will include location of existing, marked underground utilities and surface improvements such as pavement edges, curb, driveway openings, trees, manholes, valves, signs, utility/light poles, utility cabinets, retaining wall, and other miscellaneous features. Manhole information (rim elevation, invert elevations, pipe orientation, pipe size) will be collected.

2.2 Perform geotechnical investigation of proposed pump station site and selected locations along the force main alignment.

3.0 Pump Station and Force Main Preliminary Design

3.1 Incorporate field survey and geotechnical data, record drawings and other existing facility drawings into design drawings that show right-of-ways, property lines, control points and benchmarks, horizontal and vertical location of underground utilities, surface improvements and features as necessary to define topography and existing conditions.

3.2 Identify and contact existing utilities to determine their locations within the project.

3.3 Prepare preliminary design information, which evaluates the following items:

3.3.1 Prepare final system head curves for the pump station, identify pump models and approved manufacturers that meet the required flow and head conditions.

3.3.2 Determine the configuration of the wet well, valve vault, backup generator, pressure gauges and other site improvements, and prepare a site plan for the pump station. Package pump stations will be considered depending on size of the pumps.

3.3.3 Evaluate the electrical power requirements based on the proposed pumps and the available power. Identify emergency backup power requirements and connection components to provide backup power. Prepare proposed one-line power diagram, contact the power company to identify if the required power can be delivered to the site with existing equipment, and coordinate for new or upgraded power company facilities.

3.3.4 Identify the requirements for remote monitoring of the pump station. Identify the various alarms, reporting requirements, and other information to transmit based on the Owner's indicated preferences. Prepare preliminary flow and instrumentation diagram drawings as required to identify required components.

3.4 Prepare preliminary (50%) design drawings based on the survey data obtained at 22" x 34" full-size, and be plotted on full-size or 11" x 17" half-size sheets. Force main plan and profile sheets will be drawn at a full-size scale of 1"=40' horizontal scale and a 1"=5' vertical scale (half size drawings to be 1"=80' and 1"=10', respectively).

3.5 Identify where easements or land are likely to be needed, and indicate type of easement required (temporary, permanent, access, etc.).

3.6 Prepare a preliminary (50%) design stage opinion of probable construction costs.

3.7 Perform internal quality control checks of the design at the preliminary design completion level, and incorporate the review comments.

3.8 Submit digital (PDF) copy of the 50% design drawings (half-size) using Owner's ePlan website.

3.9 50% Design Meeting – Review and discuss 50% complete pump station design features and force main layout.

4.0 Pump Station and Force Main Final Design

4.1 Based on Owner comments, prepare draft final drawing set by adding project notes, details and other information needed for a final design. This drawing set will be used for permit applications, and is considered the final design except for incorporating final comments from the Owner and permit agencies.

4.2 Prepare draft final special conditions for incorporation into the Owner's contract documents and standard specifications. Where required, supplemental technical specifications will be prepared utilizing the CSI 50 Division format.

4.3 Prepare draft final (95%) design stage updated opinion of probable construction costs.

4.4 Perform quality control checks of the design at the draft final (95%) design completion level.

4.5 Submit digital (PDF) copy of the 95% design drawings (half-size) using Owner's ePlan website.

4.6 Prepare the necessary permit applications, and provide technical input as required in securing the necessary permits. The Owner is to pay the application fees for all permit applications. It is anticipated that the following permits will be required:

4.6.1 Iowa DNR Wastewater Construction Permit.
4.6.2 NPDES Stormwater Permit from Iowa DNR.
4.6.3 City Construction Site Erosion and Sediment Control (COSECO) permit.
4.6.4 Iowa DOT Utility Accommodation Permit.

4.7 Incorporate draft final design comments from the Owner and permit agencies into the bid-ready final plans and specifications.

4.8 Perform internal quality control checks of the design of the final design documents.

4.9 Submit digital (PDF) copy of the bid-ready final plans (half-size), special provisions, and opinion of probable construction cost to Owner's ePlan website.

5.0 Lagoon Abandonment Design

5.1 Prepare preliminary (50%) design drawings for abandonment of the existing lagoons. The design will include sludge removal, filling the existing lagoons with soil, and seeding of the surface. It is assumed that existing underground piping will be abandoned in place. Lagoon abandonment drawings will be included with the pump station and force main plan set.

5.2 Include lagoon abandonment costs in the preliminary (50%) design stage opinion of probable construction costs.

5.3 Perform internal quality control checks of the design at the preliminary design completion level, and incorporate the review comments.

5.4 In addition to the special conditions required for the pump station and force main, prepare additional draft final special conditions for incorporation into the Owner's contract documents and standard specifications. Where required, supplemental technical specifications will be prepared utilizing the CSI 50 Division format.

5.5 Include lagoon abandonment costs in the draft final (95%) design stage updated opinion of probable construction costs.

5.6 Perform quality control checks of the design at the draft final (95%) design completion level.

5.7 Submit digital (PDF) copy of the 95% design drawings (half-size) using Owner's ePlan website.

5.8 Prepare the necessary additional permit applications, and provide technical input as required in securing the necessary permits. The Owner is to pay the application fees for all permit applications. It is anticipated that the following permits will be required:

5.8.1 Iowa DNR Wastewater Construction Permit.
5.8.2 NPDES Stormwater Permit from Iowa DNR.
5.8.3 City Construction Site Erosion and Sediment Control (COSECO) permit.

5.9 Incorporate draft final design comments from the Owner and permit agencies into the bid-ready final plans and specifications.

5.10 Perform internal quality control checks of the design of the final design documents.

6.0 Bidding Assistance

6.1 Coordinate and attend pre-bid conference. Prepare and distribute meeting notes.

6.2 Address bidder's technical questions and prepare addenda.

6.3 Review bids and provide a written recommendation concerning the award of the construction contract.

7.0 Easement Preparation

7.1 Prepare easement plats and legal descriptions for up to nine (9) parcels. The number and type of easements required will be determined following selection of the pump station site and force main route. Appraisals and negotiations to be completed by Owner.

C. PROJECT TIMING

1. Donohue shall submit final plans and specifications to the Iowa Department of Natural Resources by October 1, 2021. In order to achieve this submittal date, work on the Design Basis Report shall commence no later than March 1, 2021 and shall be completed by May 1, 2021. The Topographic Survey and Geotechnical Investigations shall be completed by June 1, 2021. Pump Station and Force Main Design shall commence no later than June 1, 2021.

   Donohue shall be authorized to commence the Services set forth herein upon receipt of written notice to proceed from Owner following execution of this Agreement.

2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner the Bid Documents deliverables defined under Scope of Services.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.

2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions; land use restrictions; surveys; geotechnical and environmental studies or assessments; equipment and operational records; facility, development, or capital improvements plans.

3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.

4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.

5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

A. Compensation for the work as defined in items 1 through 6 of the Scope of Services (Part I) of this Agreement shall be a lump sum of $118,000.00, and is further estimated as follows:

Scope Item No. 1 – Design Basis Report ..... $ 16,000

Scope Item No. 2 – Survey and Geotechnical Investigations..... $ 27,000

Scope Item No. 3 – Pump Station and Force Main Preliminary Design..... $ 25,000

Scope Item No. 4 – Pump Station and Force Main Final Design..... $ 31,000

Scope Item No. 5 – Lagoon Abandonment Design ..... $ 11,000

Scope Item No. 6 – Bidding Assistance ..... $ 8,000

Item number 7 of the Scope of Services is an allowance item. The cost of the work will depend upon the number of easements required. Following selection of the pump station site and force main route, Donohue will submit a price proposal to the Owner and request authorization to proceed. Compensation for Item No. 7 of the Scope of Services shall be a lump sum in the amount authorized by the Owner. Work on this item will not proceed without authorization from the Owner.

Scope Item No. 7 – Easement Preparation ..... $ 7,000

Total of Scope Items No. 1 through No. 7 ..... $125,000

B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.

C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

D. The following items have not been included in the proposed fee identified in item A. If required, Donohue will negotiate additional fee for these activities prior to performing services.

1. Public Informational Meetings
2. Permit Fees
3. Printing and Distribution of Bidding Documents
4. Construction Related Services

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars ($250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

City of Davenport

Department: Public Works - Engineering
Contact Info: Brad Guy | 563-327-5105

Action / Date
2/24/2021

Subject:
Resolution of acceptance for the 2nd & Marquette Sewer Improvement project completed by Miller Trucking and Excavating Inc of Silvis, Illinois with a final cost of $1,195,822.69, CIP #30016. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Construction is complete on the removal and replacement of the existing sanitary sewer main which runs under West 2nd Street from Marquette Street to Fillmore Street. Repairs were also made to the storm sewer system in the area. All work has been satisfactorily completed and accepted by the Capital Management Division.

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/10/2021 - 11:32 AM
Public Works Committee	Moses, Trish	Approved	2/10/2021 - 11:32 AM
City Clerk	Admin, Default	Approved	2/10/2021 - 11:40 AM

Resolution No. _____

RESOLUTION offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION of acceptance for the 2nd and Marquette Sewer Improvement project completed by Miller Trucking and Excavating Inc of Silvis, Illinois, CIP #30016.

WHEREAS, the City entered into contract with Miller Trucking & Excavating Inc; and

WHEREAS, the project replaced an existing, deficient sanitary sewer main and removed storm water cross-connections; and

WHEREAS, the final cost of the contract was $1,195,822.69; and

WHEREAS, the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport that the 2nd and Marquette Sewer Improvement Project be formally accepted.

Passed and approved this 24th day of February, 2021.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Clay Merritt | 563-888-3055

Action / Date
2/24/2021

Subject:
Resolution accepting work completed under the Main Library Air Handler Replacement Phase II project. The total contract with Hometown Plumbing & Heating Co, Inc of Davenport, Iowa was $532,752.20, CIP #23038. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
This project was for the replacement of the two remaining air handlers at the Main Library. Both air handlers were nearing the end of their useful life and scheduled to be replaced.

Work has been satisfactorily completed by Hometown Plumbing & Heating Co, Inc of Davenport, Iowa. The final cost for the project was $532,752.20.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/12/2021 - 9:47 AM
Public Works Committee	Moses, Trish	Approved	2/12/2021 - 9:48 AM
City Clerk	Thorndike, Tiffany	Approved	2/12/2021 - 9:56 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION accepting work completed under the Main Library Air Handler Replacement Phase II project. The total contract with Hometown Plumbing & Heating Co, Inc of Davenport, Iowa was $532,752.20, CIP #23038.

WHEREAS, the City of Davenport entered into a contract with Hometown Plumbing & Heating Co, Inc of Davenport, Iowa; and

WHEREAS, work on the project has been satisfactorily completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport that work completed under the Main Library Air Handler Replacement Phase II project is hereby accepted.

Passed and approved this 24th day of February, 2021.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin **Action / Date**
Contact Info: Thomas Vesalga | 563-326-7783 **2/24/2021**

Subject:
Motion approving four farming land lease agreements for five years each, 2021-2025, at the Davenport Municipal Airport. [Ward 8]

Recommendation:
Pass the Motion.

Background:
The Airport has negotiated four farming land lease agreement renewals with the existing farm tenants at the airport for five years beginning January 1, 2021 and ending December 31, 2025. The tenants are:

Hermann Farms, Inc	133 acres @ $249/acre =	$33,125.75
Neal Keppy	21 acres @ $254/acre =	$ 5,344.50
CNC Ag. LLC.	133 acres @ $249/acre =	$33,123.50
CNC Ag. LLC. (AG MX)	12 acres @ $254/acre =	$ 2,977.65
Total	299 acres	$74,571.40

These lease renewals are based on an average farmland rental rate which uses the Iowa State University, Cash Rental Rates for Iowa 2020 and the United States Department of Agriculture's, National Agricultural Statistics Service survey for Scott County. The rental rates agreed to between the Airport and the farmer tenants represent a fair market value for the leased land.

The four leases are available for review in the Airport Division of Public Works.

ATTACHMENTS:

Type	Description
Backup Material	Hermann Farms Lease Agreement
Backup Material	CNC Ag Lease Agreement
Backup Material	CNC Ag (MX) Lease Agreement
Backup Material	Neal Keppy Lease Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/10/2021 - 11:31 AM
Public Works Committee	Moses, Trish	Approved	2/10/2021 - 11:31 AM
City Clerk	Admin, Default	Approved	2/10/2021 - 11:35 AM

DAVENPORT
PUBLIC WORKS
MUNICIPAL AIRPORT

DAVENPORT MUNICIPAL AIRPORT
AGRICULTURAL AGREEMENT

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

HERMANN FARMS, INC.

January 1, 2021 through December 31, 2025

DAVENPORT MUNICIPAL AIRPORT AGRICULTURAL AGREEMENT

THIS AGREEMENT is made between the Davenport Municipal Airport, an entity of the City of Davenport, Iowa, ("Owner"), whose address for the purpose of this agreement is: 226 West Fourth Street, Davenport, Iowa 52801, and Hermann Farms, Inc., ("Cropper").

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Owner grants to Cropper the following described real estate situated in Scott County, Iowa (the "Premises"):

See attached Exhibit A, Farmland Section B, and Exhibit C, Farmland Section B

Containing 133.5 acres, more or less, with possession by the Cropper to commence on January 1, 2021, and end on December 31, 2025. The Cropper has been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. The premises consist of only tillable land. The premises does not include airshow road, airshow area, grass swale, detention basin, and airshow equipment storage pad. In the event that possession cannot be delivered within fifteen (15) days after the commencement of this agreement, Cropper may terminate this agreement by giving Owner notice in writing.

2. **PAYMENT.** Cropper shall pay to Owner as payment for use of the Premises an annual cash payment of $33,125.75, at a rate of $254.50 per acre for 116.5 acres of undisturbed tillable land, and at a rate of $204.50 for 17.0 acres of land disturbed by airport construction projects. Unless otherwise agreed, payment shall be made to Owner in one lump sum on or before December 15th of each year covered by this agreement, at the address above or at such other place as owner may direct in writing.

The annual cash payment shall be recalculated on or around November 15, 2023 as described in this paragraph. The new cash amount agreed to by both parties in writing shall become the annual cash payment due on or before December 15, 2023 and shall remain the annual cash payment for the remainder of this contract. Payment shall be calculated by taking the average of two industrially accepted agricultural rental rate surveys multiplied by the total number of undisturbed tillable leased acres of 116.5 of the Premises. “Cash Rental Survey for Crop Reporting District 6” Overall Average for Scott County provided by Iowa State University, and the National Agricultural Statistics Service, Scott County Value provided by the United States Department of Agriculture shall be the primary sources of statistical values used in this calculation. Current year statistical data shall be used. Other industrially accepted state or federal surveys may be added or substituted upon the agreement of both parties. The remaining 17.0 acres of land disturbed by airport construction projects shall remain at the constant rate of $204.50 per acre as listed above for the entire length of this agreement.

Participation of this land in any program offered by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of the program, and the division of farm program payments requires the Owner's consent.

3. **INPUT COSTS AND EXPENSES.** Cropper shall prepare the premises and plant crops in a timely fashion as may be determined by the Cropper. All necessary equipment, as well as labor, necessary to carry out the terms of this agreement shall be furnished by and at the expense of the Cropper. The following materials, in the amounts required by good husbandry, shall be acquired by the Cropper and paid for by the parties as follows:

	% Owner	% Cropper
Commercial fertilizer	0	100
Lime and trace minerals	0	100
Herbicides	0	100
Insecticides	0	100
Seeds	0	100
Seed cleaning	0	100
Harvesting/shelling expense	0	100
Grain drying expense	0	100
Grain storage	0	100

4. **PROPER HUSBANDRY.** Cropper shall farm the Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. Cropper shall timely control all weeds, including noxious weeds, throughout the Premises. Cropper shall do whatever is reasonably necessary to control soil erosion and abstain from any practice that will cause damage to the Premises or the airport land adjacent to the Premises.

5. **ENVIRONMENTAL.** Owner: To the best of Owner's knowledge to date: (a) neither Owner nor Owner's former Croppers are subject to any investigation concerning the Premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances, air emissions, or other environmental matters, and all zoning and other land use matters, (b) any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the Premises has been in compliance with all applicable federal, state and local codes, rules and regulations, (c) no leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the Premises, and (d) the soil, groundwater, and soil vapor on or under the Premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Owner shall hold the Cropper harmless against any liability for removing solid waste disposal sites existing at the execution of this agreement with the exception that the Cropper shall be liable for removal of solid waste disposal sites to the extent that the Cropper created or contributed solid waste disposal at any time.

Owner shall assume liability and shall indemnify and hold Cropper harmless against any liability or expense arising from a condition that existed, whether known or unknown, at the time of the execution of this agreement which is not the result of actions of the Cropper or which arises after the date of execution but which is not a result of the actions of the Cropper.

Cropper shall comply with all applicable environmental laws covering application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Cropper shall apply chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises.

Cropper shall be responsible to employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing agreements. Cropper shall not dispose of waste oil, tires, batteries, paint or other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Cropper shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Cropper shall immediately notify the Owner of any chemical discharge, leak or spill that occurs on the Premises or the airport land adjacent to the premises.

Cropper shall comply with the City of Davenport Ordinances regarding the burning of any material on Airport property. When “burn bans” are not in effect through the City of Davenport, Cropper will request permission to burn materials from the Airport Manager prior to burning such materials.

Cropper shall assume liability and shall indemnify and hold Owner harmless for any claim or violation of standards that result from Cropper's use of the premises or the airport land adjacent to the premises. Cropper shall assume defense of all claims, except claims resulting from Owner's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Cropper shall remain liable for violations that occurred during the term of this agreement.

6. **TERMINATION UPON EXPIRATION OF TERM.** This agreement shall not automatically renew upon expiration. The parties agree termination of this agreement shall be pursuant to the "mere cropper" provisions

of Iowa Code §562.6; more specifically because this agreement fixes a termination date, the tenancy shall cease on that date without notice from the Owner to the Cropper. Cropper agrees that on the termination date of this agreement, Cropper will yield possession of the Premises to the Owner without further demand or notice than is stated in this agreement, in as good condition as when Cropper first entered upon the Premises, without reservation of any right or claim as to the Premises beyond the termination date.

7. **VIOLATION OF TERMS OF AGREEMENT.** If either party violates the terms of this agreement, the other may pursue the legal and equitable remedies to which each is entitled.

8. **REPAIRS.** Cropper shall pay Owner for any damage on the premises or on airport land adjacent to the premises caused by the Cropper to fences, structures, structure markers, runway lights, taxiway lights, grassy areas, signs and similar items. The Owner shall notify the Cropper of the damage and may make the necessary repairs. Owner shall then submit an invoice to the Cropper who shall make all payments within thirty (30) days from the date of the invoice.

9. **IMPROVEMENTS.** All improvements of any kind and nature that may be erected or established upon the premises during the term of this agreement shall inure to the Premises, and becoming property of the Owner, at no expense to the Owner upon termination of the agreement, unless the Owner has agreed in writing prior to such establishment that the Cropper may remove the improvement at the end of the agreement. No improvement shall be made without prior written approval of the Owner.

10. **EXPENSES INCURRED WITHOUT OWNER'S CONSENT.** No expense shall be incurred for or on account of the Owner without first obtaining the Owner's written authorization. Cropper shall take no actions that might cause a mechanic's lien to be imposed upon the premises, Davenport Municipal Airport or the City of Davenport.

11. **NO AGENCY.** Cropper is not an agent of the Owner.

12. **ATTORNEY FEES AND COURT COSTS.** If either party files lawsuit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

13. **ASSIGNMENT.** Cropper shall not assign this agreement or sublet the Premises or any portion thereof without the prior written authorization of the Owner.

14. **ADDITIONAL PROVISIONS.**

a. Cropper accepts the premises in its present condition.

b. Cropper shall not till or plant closer to the runways, taxiways and roadways than the distances shown on Exhibit "A". The area between the crops and the runways is grass that is mowed by airport personnel. A 25 foot wide strip of this grass immediately adjacent to the crops may be used by the Cropper for equipment movement. The Cropper shall not use this 25 foot wide strip for any other purpose and shall not use for any purpose, any of the grass between the 25 foot wide grass strip and the runways.

c. Cropper shall keep all equipment at least three (3) feet away from storm drain inlets and other structures such as sanitary sewer manholes.

d. Cropper shall not use the low crop area shown on Exhibit "A" for any crop that will exceed three (3) feet in height when mature.

e. Cropper shall close and lock the gate along the Davenport Municipal Airport boundary at the end of each day's work.

f. Cropper shall not park equipment or store bales outside the premises. Bales may be stored only along the west edge of the low crop areas or on portions of the premises further to the west. Bales shall be moved to these storage areas on the same day they are produced.

g. Cropper and Cropper's agents shall yield the right-of-way to all aircraft in the air or on the ground and shall never cross the runway or taxiway pavement surface.

h. Cropper shall provide copies of Exhibits "A" and "B" to all agents of the Cropper who assist the Cropper on the Premises.

i. Owner reserves the right to develop or modify the Davenport Municipal Airport, including the Premises, without interference or hindrance from the Cropper. In the event the Premises, in whole or part, is required for other purposes, the Owner reserves the right to take the same. An equitable adjustment shall be made between the parties for any crop damage, loss or diminution in the acreage of the Premises, or similar damages that arise as a result of development or modification by the Owner such as will make the Cropper whole yet otherwise be consistent with the other provisions of this agreement.

j. Owner reserves the right to take any action to protect aerial approaches of the Davenport Municipal Airport from obstruction, together with the right to prevent the Cropper from erecting, or permitting to be erected, any building or structure that would limit the usefulness of the airport or constitute a hazard to aircraft or air traffic.

k. This agreement is subordinate to the provisions of any existing or future agreements between the Owner and the United States government. The Owner is free to enter into such agreements without hindrance from the Cropper.

l. Cropper agrees to defend, indemnify and otherwise hold harmless the Owner, its officials, agents and employees, from any and all liability for claims of damages to property or persons caused or contributed to by the negligence of the Cropper arising out of the agricultural operations, or the clearing of land to include, but not limited to tree removal in preparation for agricultural operations, contemplated by this agreement on the Premises or on other airport land adjacent to the Premises.

m. Cropper agrees to procure and maintain in effect during the term of this agreement comprehensive general liability insurance at not less than $300,000 combined single limit. The Cropper shall be the named insured and shall also name the City of Davenport as additional insured. Said insurance shall cover all of the Cropper's activities on the premises or other airport land adjacent to the premises covered by this agreement. The Cropper shall furnish the Owner with a certificate showing such insurance to be in full force and effect during the entire term of this agreement. The certificate shall provide that if the insurance is cancelled, a minimum of at least thirty (30) days written notice of the cancellation shall be provided to the Owner prior to the effective date of the cancellation.

n. Owner reserves the right to enter the premises to inspect, show, survey, make repairs, make improvements, or for any other lawful purpose arising from the ownership of the premises so long as it does not interfere with the rights of the Cropper as provided in this agreement. If damage should occur as a result of the Owner's use of the right of access, an equitable adjustment shall be made therefore.

o. This agreement does not include the use of the Davenport Municipal Airport's facilities, such as buildings, water and electrical services, or other amenities, unless prior written arrangements have been made with the Owner.

p. Cropper agrees that upon his failure to comply with any of the provisions of this agreement, the Owner may elect to terminate this agreement. If the Cropper is in arrears in the payment of

payment for five (5) days, or if the Cropper shall fail to comply with any of the terms contained herein, and such failure continues to exist for seven (7) days after written notice of the failure from the Owner to the Cropper, this agreement shall be terminated without further notice.

q. The premises does not include the 4.34 acre airshow area. The airshow pays rent to the Owner for the airshow area. The airshow is usually during the month of June. When a military jet team performs at the airshow, the airshow area is covered by white plastic sheeting to give the pilots an airshow flight line. The 50 foot wide sheeting is held down with sand bags. A 10 foot wide vehicle path on each side of the sheeting is also airshow area for a total width of 70 feet. The length of the sheeting inside the premises is 2,700 feet. The Cropper retains the right to traverse the airshow area except the Cropper shall not use the airshow area, the premises or other areas of the airport adjacent to the premises during the airshow as well as the week before and the day after the airshow.

r. The premises does not include the 0.19 acre airshow road. The road is a dirt path 12 feet wide by 700 feet long. It is used by the airshow pyrotechnic personnel and other airshow personnel. The conditions listed for the airshow area in Paragraph q also apply to the airshow road.

s. The Premises does not include the 4.2 acre detention basin or grass covered access road easements. Cropper shall maintain a fifteen (15) foot wide, grass covered easement along the entire perimeter rim of the detention basin to be used for maintenance of and access to said detention basin by the Owner. A fifteen (15) wide, grass covered entry easement shall be maintained between the edge of the runway concrete and the northern most portion of the detention basin rim easement. Easements shall not be plowed and/or disturbed in any way due to farming operations. Mowing of the grass on the easement shall be the responsibility of the Owner.

t. The premises does not include Outlot A. Cropper shall use Outlot A only for access to the premises.

Signatures on next page:

Notices shall be by certified U.S. mail to the Cropper's last known address.

Dated this _____ day of _____, 20____.

By: _____
Cropper, Craig Hermann
Hermann Farms, Inc.

Cropper Mailing Address:

Street: _____

_____

City, State, Zip: _____

Telephone #: _____

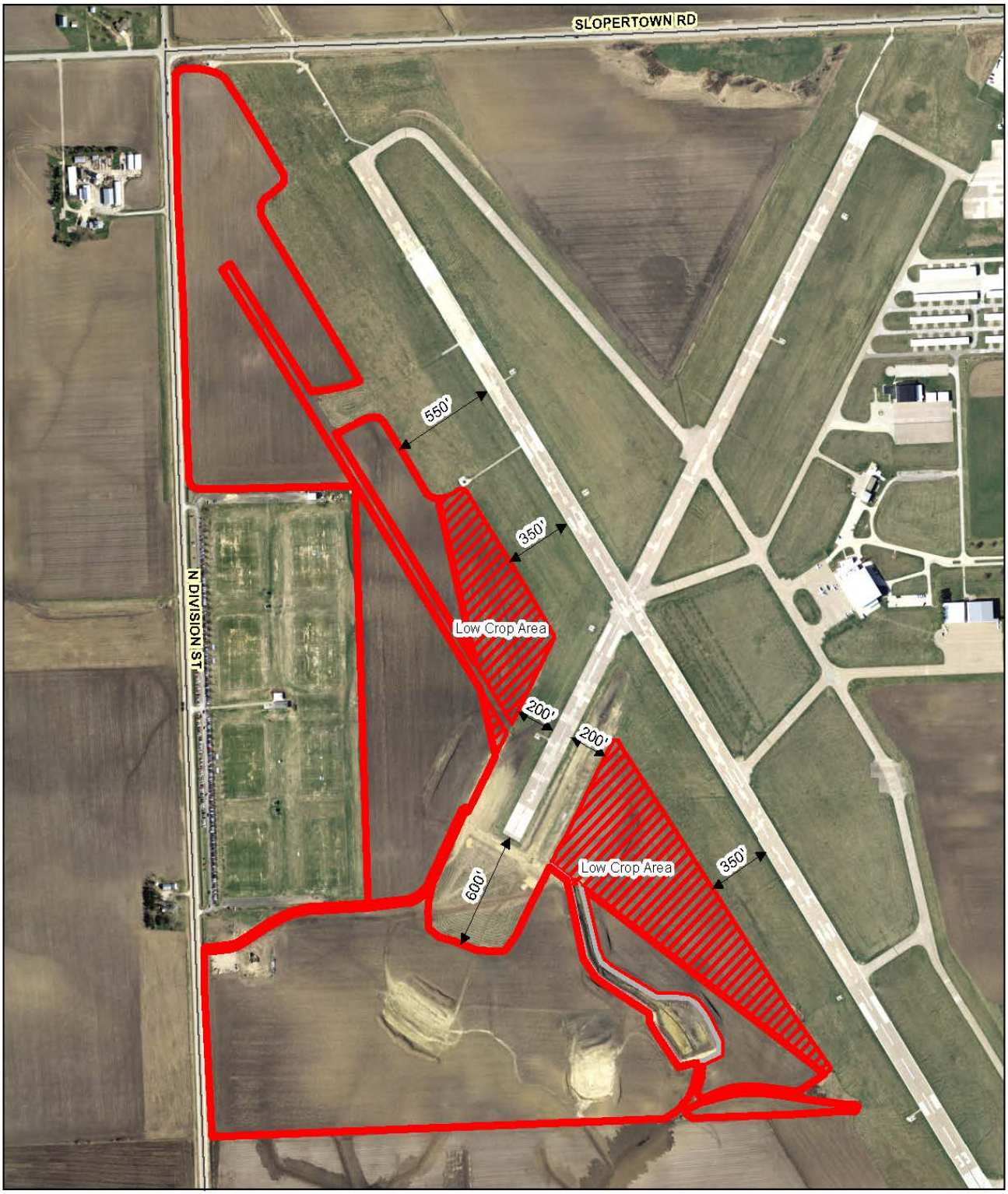
City of Davenport

By: _____
Thomas P. Vesalga, Airport Manager
Davenport Municipal Airport
1200 E 46th Street

City of Davenport

By: _____
Michael J. Matson, Mayor
226 West 4th Street
Davenport, Iowa 52801

Davenport Municipal Airport
Exhibit A
Farmland Section B



0 250 500 1,000 1,500 Feet

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

DAVENPORT MUNICIPAL AIRPORT

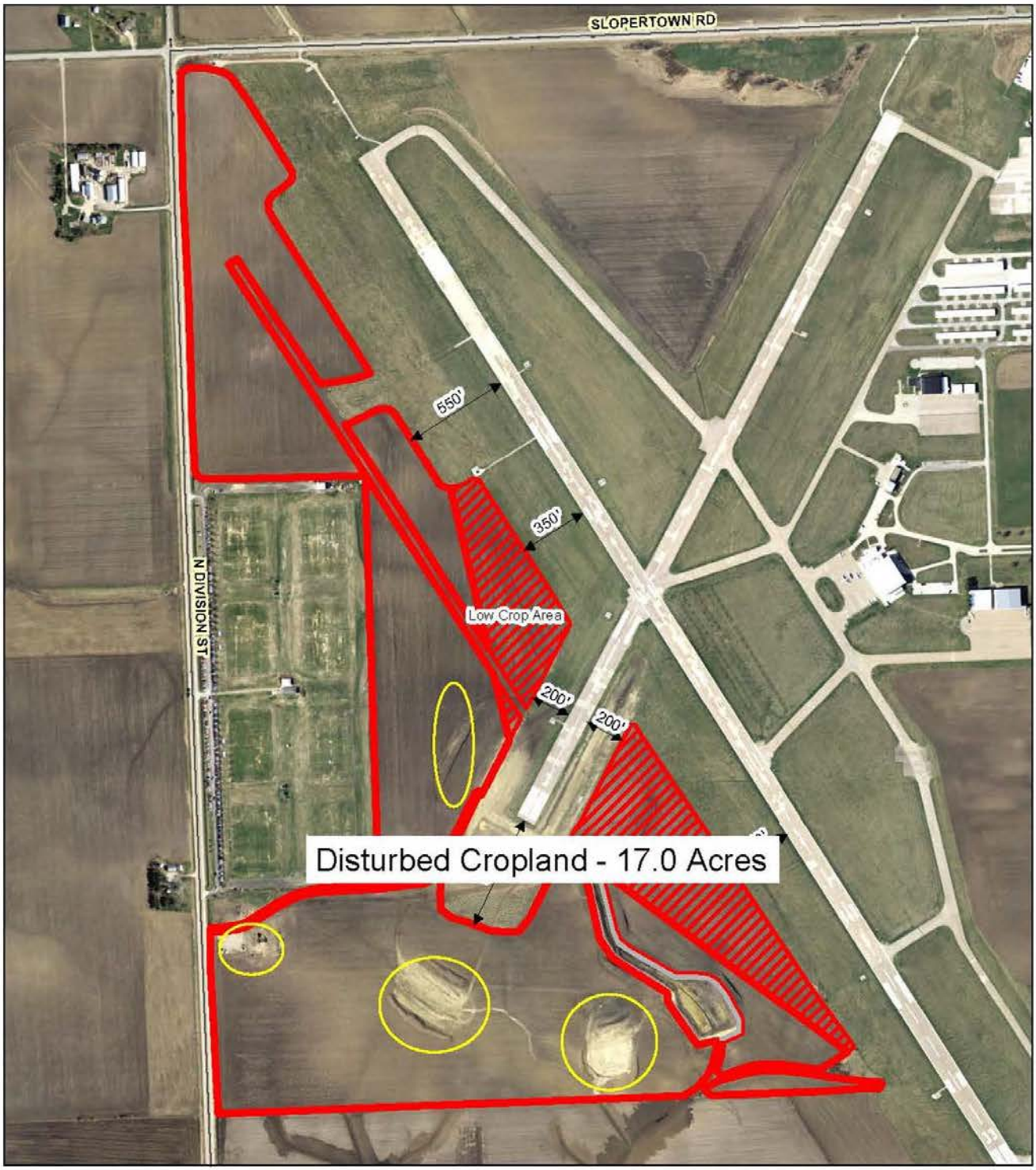
AGRICULTURAL AGREEMENT

EXHIBIT B

NOTICE

1. Do not operate any equipment on the grass between the crops and the runways except for a twenty (20) foot strip of grass immediately adjacent to the crops.
2. Stay at least three (3) feet away from storm drain inlets and other structures, such as sanitary sewer manholes.
3. Park equipment in the designated premises only.
4. Yield to all aircraft in the air or on the ground and never cross a runway or taxiway.
5. Notify owner of any damage caused by Cropper's equipment.

Davenport Municipal Airport
Exhibit C
Farmland Section B



0 250 500 1,000 1,500 Feet

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DAVENPORT
PUBLIC WORKS
MUNICIPAL AIRPORT

DAVENPORT MUNICIPAL AIRPORT
AGRICULTURAL AGREEMENT

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

CNC Ag. LLC

January 1, 2021 through December 31, 2025

DAVENPORT MUNICIPAL AIRPORT AGRICULTURAL AGREEMENT

THIS AGREEMENT is made between the Davenport Municipal Airport, an entity of City of Davenport, Iowa, ("Owner"), whose address for the purpose of this agreement is: 226 West Fourth Street, Davenport, Iowa 52801, and CNC Ag. LLC., ("Cropper").

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Owner grants to Cropper the following described real estate situated in Scott County, Iowa (the "Premises"):

See attached Exhibit A, Farmland Section C and Exhibit C, Farmland Section C

Containing 133.0 acres, more or less, with possession by the Cropper to commence on January 1, 2021, and end on December 31, 2025. The Cropper has been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. The premises consist of tillable land only. In the event that possession cannot be delivered within fifteen (15) days after the commencement of this agreement, Cropper may terminate this agreement by giving Owner notice in writing.

2. **PAYMENT.** Cropper shall pay to Owner as payment for use of the Premises an annual cash payment of $33,123.50, at a rate of $254.50 per acre for 118.5 acres of undisturbed tillable land, and at a rate of $204.50 for 14.5 acres of land disturbed by airport construction projects. Unless otherwise agreed, payment shall be made to Owner in one lump sum on or before December 15th of each year covered by this agreement, at the address above or at such other place as owner may direct in writing.

The annual cash payment shall be recalculated on or around November 15, 2023 as described in this paragraph. The new cash amount agreed to by both parties in writing shall become the annual cash payment due on or before December 15, 2023 and shall remain the annual cash payment for the remainder of this contract. Payment shall be calculated by taking the average of two industrially accepted agricultural rental rate surveys multiplied by the total number of undisturbed tillable leased acres of 118.5 of the Premises. “Cash Rental Survey for Crop Reporting District 6” Overall Average for Scott County provided by Iowa State University, and the National Agricultural Statistics Service, Scott County Value provided by the United States Department of Agriculture shall be the primary sources of statistical values used in this calculation. Current year statistical data shall be used. Other industrially accepted state or federal surveys may be added or substituted upon the agreement of both parties. The remaining 14.5 acres of land disturbed by airport construction projects shall remain at the constant rate of $204.50 per acre as listed above for the entire length of this agreement.

Participation of this land in any program offered by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of the program, and the division of farm program payments requires the Owner's consent.

3. **INPUT COSTS AND EXPENSES.** Cropper shall prepare the premises and plant crops in a timely fashion as may be determined by the Cropper. Cropper shall only be entitled to till those portions of the Premises that have been tilled previously. All necessary equipment, as well as labor, necessary to carry out the terms of this agreement shall be furnished by and at the expense of the Cropper. The following materials, in the amounts required by good husbandry, shall be acquired by the Cropper and paid for by the parties as follows:

	% Owner	% Cropper
Commercial fertilizer	0	100
Lime and trace minerals	0	100
Herbicides	0	100
Insecticides	0	100
Seeds	0	100
Seed cleaning	0	100
Harvesting/shelling expense	0	100
Grain drying expense	0	100
Grain storage	0	100

4. **PROPER HUSBANDRY.** Cropper shall farm the Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. Cropper shall timely control all weeds, including noxious weeds, throughout the Premises. Cropper shall do whatever is reasonably necessary to control soil erosion and abstain from any practice that will cause damage to the Premises or the airport land adjacent to the Premises.

5. **ENVIRONMENTAL.** Owner: To the best of Owner's knowledge to date: (a) neither Owner nor Owner's former Croppers are subject to any investigation concerning the Premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances, air emissions, or other environmental matters, and all zoning and other land use matters, (b) any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the Premises has been in compliance with all applicable federal, state and local codes, rules and regulations, (c) no leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the Premises, and (d) the soil, groundwater, and soil vapor on or under the Premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Owner shall hold the Cropper harmless against any liability for removing solid waste disposal sites existing at the execution of this agreement with the exception that the Cropper shall be liable for removal of solid waste disposal sites to the extent that the Cropper created or contributed solid waste disposal at any time.

Owner shall assume liability and shall indemnify and hold Cropper harmless against any liability or expense arising from a condition that existed, whether known or unknown, at the time of the execution of this agreement which is not the result of actions of the Cropper or which arises after the date of execution but which is not a result of the actions of the Cropper.

Cropper shall comply with all applicable environmental laws covering application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Cropper shall apply chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises.

Cropper shall be responsible to employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing agreements. Cropper shall not dispose of waste oil, tires, batteries, paint or other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Cropper shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Cropper shall immediately notify the Owner of any chemical discharge, leak or spill that occurs on the Premises. Cropper shall assume liability and shall indemnify and hold Owner harmless for any claim or violation of standards that result from Cropper's use of the premises.

Cropper shall comply with the City of Davenport Ordinances regarding the burning of any material on Airport property. When “burn bans” are not in effect through the City of Davenport, Cropper will request permission to burn materials from the Airport Manager prior to burning such materials.

Cropper shall assume defense of all claims, except claims resulting from Owner's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Cropper shall remain liable for violations that occurred during the term of this agreement.

6. **TERMINATION UPON EXPIRATION OF TERM.** This agreement shall not automatically renew upon expiration. The parties agree termination of this agreement shall be pursuant to the "mere cropper" provisions of Iowa Code §562.6; more specifically because this agreement fixes a termination date, the tenancy shall cease on

that date without notice from the Owner to the Cropper. Cropper agrees that on the termination date of this agreement, Cropper will yield possession of the Premises to the Owner without further demand or notice than is stated in this agreement, in as good condition as when Cropper first entered upon the Premises, without reservation of any right or claim as to the Premises beyond the termination date.

7. **VIOLATION OF TERMS OF AGREEMENT.** If either party violates the terms of this agreement, the other may pursue the legal and equitable remedies to which each is entitled.

8. **REPAIRS.** Cropper shall pay Owner for any damage on the premises or on airport land adjacent to the premises caused by the Cropper to fences, structures, structure markers, runway lights, taxiway lights, grassy areas, signs and similar items. The Owner shall notify the Cropper of the damage and may make the necessary repairs. Owner shall then submit an invoice to the Cropper who shall make all payments within thirty (30) days from the date of the invoice.

9. **IMPROVEMENTS.** All improvements of any kind and nature that may be erected or established upon the premises during the term of this agreement shall inure to the Premises, and becoming property of the Owner, at no expense to the Owner upon termination of the agreement, unless the Owner has agreed in writing prior to such establishment that the Cropper may remove the improvement at the end of the agreement. No improvement shall be made without prior written approval of the Owner.

10. **EXPENSES INCURRED WITHOUT OWNER'S CONSENT.** No expense shall be incurred for or on account of the Owner without first obtaining the Owner's written authorization. Cropper shall take no actions that might cause a mechanic's lien to be imposed upon the premises, Davenport Municipal Airport or the City of Davenport.

11. **NO AGENCY.** Cropper is not an agent of the Owner.

12. **ATTORNEY FEES AND COURT COSTS.** If either party files lawsuit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

13. **ASSIGNMENT.** Cropper shall not assign this agreement or sublet the Premises or any portion thereof without the prior written authorization of the Owner.

14. **ADDITIONAL PROVISIONS.**

a. Cropper accepts the premises in its present condition.

b. Cropper shall not till or plant closer to the runways, taxiways and roadways than the distances shown on Exhibit "A". The area between the crops and the runways is grass that is mowed by airport personnel. A 25 foot wide strip of this grass immediately adjacent to the crops may be used by the Cropper for equipment movement. The Cropper shall not use this 25 foot wide strip for any other purpose and shall not use for any purpose, any of the grass between the 25 foot wide grass strip and the runways.

c. Cropper shall keep all equipment at least three (3) feet away from storm drain inlets and other structures such as sanitary sewer manholes.

d. Cropper shall not use the low crop area shown on Exhibit "A" for any crop that will exceed three (3) feet in height when mature.

e. Cropper shall close and lock gates along the Davenport Municipal Airport boundary at the end of each day's work.

f. Cropper shall not park equipment or store bales outside the premises.

g. Cropper and Cropper's agents shall yield the right-of-way to all aircraft in the air or on the ground and shall never cross the runway or taxiway pavement surface.

h. Cropper shall provide copies of Exhibits "A" and "B" to all agents of the Cropper who assist the Cropper on the Premises.

i. Owner reserves the right to develop or modify the Davenport Municipal Airport, including the Premises, without interference or hindrance from the Cropper. In the event the Premises, in whole or part, is required for other purposes, the Owner reserves the right to take the same. An equitable adjustment shall be made between the parties for any crop damage, loss or diminution in the acreage of the Premises, or similar damages that arise as a result of development or modification by the Owner such as will make the Cropper whole yet otherwise be consistent with the other provisions of this agreement.

j. Owner reserves the right to take any action to protect aerial approaches of the Davenport Municipal Airport from obstruction, together with the right to prevent the Cropper from erecting, or permitting to be erected, any building or structure that would limit the usefulness of the airport or constitute a hazard to aircraft or air traffic.

k. This agreement is subordinate to the provisions of any existing or future agreements between the Owner and the United States government. The Owner is free to enter into such agreements without hindrance from the Cropper.

l. Cropper agrees to defend, indemnify and otherwise hold harmless the Owner, its officials, agents and employees, from any and all liability for claims of damages to property or persons caused or contributed to by the negligence of the Cropper arising out of the agricultural operations, or the clearing of land to include, but not limited to tree removal in preparation for agricultural operations, contemplated by this agreement on the Premises or on other airport land adjacent to the Premises.

m. Cropper agrees to procure and maintain in effect during the term of this agreement comprehensive general liability insurance at not less than $300,000 combined single limit. The Cropper shall be the named insured and shall also name the City of Davenport as additional insured. Said insurance shall cover all of the Cropper's activities on the property covered by this agreement. The Cropper shall furnish the Owner with a certificate showing such insurance to be in full force and effect during the entire term of this agreement. The certificate shall provide that if the insurance is cancelled, a minimum of at least thirty (30) days written notice of the cancellation shall be provided to the Owner prior to the effective date of the cancellation.

n. Owner reserves the right to enter upon said land to inspect, show, survey, make repairs, make improvements, or for any other lawful purpose arising from the ownership of the premises so long as it does not interfere with the rights of the Cropper as provided in this agreement. If damage should occur as a result of the Owner's use of the right of access an equitable adjustment shall be made therefore.

o. This agreement does not include the use of the Davenport Municipal Airport's facilities, such as buildings, water and electrical services, or other amenities, unless prior written arrangements have been made with the Owner.

p. Cropper agrees that upon his failure to comply with any of the provisions of this agreement, the Owner may elect to terminate this agreement. If the Cropper is in arrears in the payment of payment for five (5) days, or if the Cropper shall fail to comply with any of the terms contained herein, and such failure continues to exist for seven (7) days after written notice of the failure from the Owner to the Cropper, this agreement shall be terminated without further notice.

Signatures on next page:

Notices shall be by certified U.S. mail to the Cropper's last known address.

Dated this _____ day of _____, 20____.

By: _____
Cropper, Neal Keppy
CNC Ag., LLC.

Cropper Mailing Address:

Street: _____

_____

City, State, Zip: _____

Telephone #: _____

City of Davenport

By: _____
Thomas P. Vesalga, Airport Manager
Davenport Municipal Airport
1200 E 46th Street

City of Davenport

By: _____
Michael J. Matson, Mayor
226 West 4th Street
Davenport, Iowa 52801

Davenport Municipal Airport
Exhibit A
Farmland Section C

0 250 500 1,000 1,500 Feet

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

DAVENPORT MUNICIPAL AIRPORT

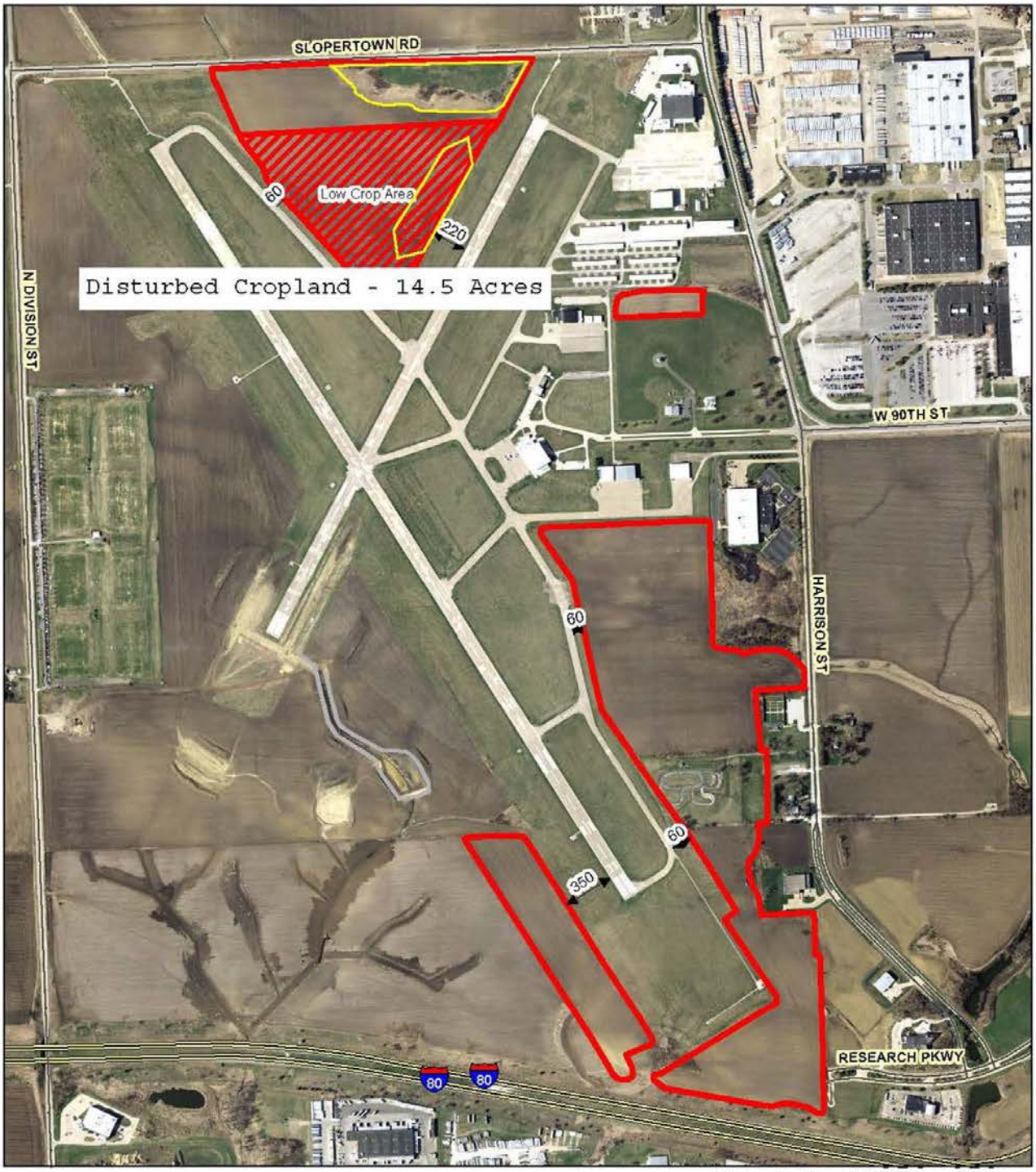
AGRICULTURAL AGREEMENT

EXHIBIT B

NOTICE

1. Do not operate any equipment on the grass between the crops and the runways except for a twenty (20) foot strip of grass immediately adjacent to the crops.
2. Stay at least three (3) feet away from storm drain inlets and other structures, such as sanitary sewer manholes.
3. Park equipment in the designated premises only.
4. Yield to all aircraft in the air or on the ground and never cross a runway or taxiway.
5. Notify owner of any damage caused by Cropper's equipment.

Davenport Municipal Airport
Exhibit C
Farmland Section C



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DAVENPORT
PUBLIC WORKS
MUNICIPAL AIRPORT

DAVENPORT MUNICIPAL AIRPORT MAINTENANCE & AGRICULTURAL AGREEMENT

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

CNC Ag. LLC

January 1, 2021 through December 31, 2025

DAVENPORT MUNICIPAL AIRPORT
MAINTENANCE AND AGRICULTURAL AGREEMENT

THIS AGREEMENT is made between the Davenport Municipal Airport, an entity of City of Davenport, Iowa, ("Owner"), whose address for the purpose of this agreement is: 226 West Fourth Street, Davenport, Iowa 52801, and CNC Ag. LLC., ("Cropper").

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Owner grants to Cropper the following described real estate situated in Scott County, Iowa (the "Premises"):

See attached Exhibit "A", Farmland Section D

Containing Tract A of 7.08 acres and Tract B of 4.62 acres, more or less, with possession by the Cropper to commence on January 1, 2021, and end on December 31, 2025. The Cropper has been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. The premises consist of tillable land only. In the event that possession cannot be delivered within fifteen (15) days after the commencement of this agreement, Cropper may terminate this agreement by giving Owner notice in writing. All previous versions of this agreement shall be considered null and void.

2. **USE.** The Owner is responsible for two (2) tracts of land on the Davenport Municipal Airport as shown on the attached Exhibit "A", Farmland Section D which is hereby made part of this agreement. Tract A and Tract B are controlled by the Davenport Municipal Airport under strict specifications from the National Weather Service (NWS). The NWS has issued specific instructions to the Owner regarding maintenance of Tract A and Tract B.

The Cropper shall till, plant, cut, and remove only soybeans, alfalfa, and/or grass from Tract A and Tract B for the duration of this agreement. The soybeans, alfalfa, and/or grass shall not have a mature height of more than twenty four (24) inches. No other uses are allowed on Tract A and Tract B for the duration of this agreement. Soybeans shall be the only method of rejuvenating Tract A and Tract B from prior crops of alfalfa.

2. **PAYMENT.** Cropper shall pay to Owner as payment for use of the Premises an annual cash payment of $2,977.65 at a rate of $254.50 per acre. Unless otherwise agreed, payment shall be made to Owner in one lump sum on or before December 15th of each year covered by this agreement, at the address above or at such other place as owner may direct in writing.

The annual cash payment shall be recalculated on or around November 15, 2023 as described in this paragraph. The new cash amount agreed to by both parties in writing shall become the annual cash payment due on or before December 15, 2023 and shall remain the annual cash payment for the remainder of this contract. Payment shall be calculated by taking the average of two industrially accepted agricultural rental rate surveys multiplied by the total number of leased acres of the Premises. "Cash Rental Survey for Crop Reporting District 6" Overall Average for Scott County provided by Iowa State University, and the National Agricultural Statistics Service, Scott County Value provided by the United States Department of Agriculture shall be the primary sources of statistical values used in this calculation. Current year statistical data shall be used. Other industrially accepted state or federal surveys may be added or substituted upon the agreement of both parties.

Participation of this land in any program offered by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of the program, and the division of farm program payments requires the Owner's consent.

4. **INPUT COSTS AND EXPENSES.** Cropper shall prepare the premises and plant crops in a timely fashion as may be determined by the Cropper. Cropper shall only be entitled to till those portions of the Premises that have been tilled previously. All necessary equipment, as well as labor, necessary to carry out the terms of this agreement shall be furnished by and at the expense of the Cropper. The following materials, in the amounts required by good husbandry, shall be acquired by the Cropper and paid for by the parties as follows:

	% Owner	% Cropper
Commercial fertilizer	0	100
Lime and trace minerals	0	100
Herbicides	0	100
Insecticides	0	100
Seeds	0	100
Seed cleaning	0	100
Harvesting/shelling expense	0	100
Grain drying expense	0	100
Grain storage	0	100

5. **PROPER HUSBANDRY.** Cropper shall farm the Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. Cropper shall timely control all weeds, including noxious weeds, throughout the Premises. Cropper shall do whatever is reasonably necessary to control soil erosion and abstain from any practice that will cause damage to the Premises or the airport land adjacent to the Premises.

6. **ENVIRONMENTAL.** Owner: To the best of Owner's knowledge to date: (a) neither Owner nor Owner's former Croppers are subject to any investigation concerning the Premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances, air emissions, or other environmental matters, and all zoning and other land use matters, (b) any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the Premises has been in compliance with all applicable federal, state and local codes, rules and regulations, (c) no leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the Premises, and (d) the soil, groundwater, and soil vapor on or under the Premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Owner shall hold the Cropper harmless against any liability for removing solid waste disposal sites existing at the execution of this agreement with the exception that the Cropper shall be liable for removal of solid waste disposal sites to the extent that the Cropper created or contributed solid waste disposal at any time.

Owner shall assume liability and shall indemnify and hold Cropper harmless against any liability or expense arising from a condition that existed, whether known or unknown, at the time of the execution of this agreement which is not the result of actions of the Cropper or which arises after the date of execution but which is not a result of the actions of the Cropper.

Cropper shall comply with all applicable environmental laws covering application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Cropper shall apply chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises.

Cropper shall be responsible to employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing agreements. Cropper shall not dispose of waste oil, tires, batteries, paint or other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Cropper shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Cropper shall immediately notify the Owner of any chemical discharge, leak or spill that occurs on the Premises. Cropper shall assume liability and shall indemnify and hold Owner harmless for any claim or violation of standards that result from Cropper's use of the premises.

Cropper shall comply with the City of Davenport Ordinances regarding the burning of any material on Airport property. When "burn bans" are not in effect through the City of Davenport, Cropper will request permission to burn materials from the Airport Manager prior to burning such materials.

Cropper shall assume defense of all claims, except claims resulting from Owner's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Cropper shall remain liable for violations that occurred during the term of this agreement.

7. **QUAD CITY AIR SHOW**. The Cropper shall use barricades and yellow tape between the barricades to prevent patrons and/or personnel of the Quad City Air Show from entering Tract A and B. The barricades shall be of a type of the Croppers discretion, be easily identifiable as a no parking/no access area, and be able to withstand wind speeds normally occurring at the Airport. Present performance of this clause by the Cropper shall not be determined by past years performance and any deviation shall be at the discretion of the Owner. This clause shall be subordinate to any clauses, negotiated actions, or required performance of the Quad City Air Show personnel and/or the Owner.

8. **TERMINATION UPON EXPIRATION OF TERM.** This agreement shall not automatically renew upon expiration. The parties agree termination of this agreement shall be pursuant to the "mere cropper" provisions of Iowa Code §562.6; more specifically because this agreement fixes a termination date, the tenancy shall cease on that date without notice from the Owner to the Cropper. Cropper agrees that on the termination date of this agreement, Cropper will yield possession of the Premises to the Owner without further demand or notice than is stated in this agreement, in as good condition as when Cropper first entered upon the Premises, without reservation of any right or claim as to the Premises beyond the termination date.

9. **EARLY TERMINATION**. This agreement shall expire on the date identified above, without further notice from the Owner, unless earlier termination becomes necessary for the following reasons:

a. The Owner is advised by the National Weather Service (NWS) that the vegetation, area of vegetation, or method of maintenance require change or modification and the Cropper is not able to provide the required level of service under the revised NWS specifications;

b. The Cropper fails to perform according to this agreement and fails to correct the violation within five (5) calendar days of notification from the Owner.

10. **VIOLATION OF TERMS OF AGREEMENT.** If either party violates the terms of this agreement, the other may pursue the legal and equitable remedies to which each is entitled.

11. **REPAIRS.** Cropper shall pay Owner for any damage on the premises or on airport land adjacent to the premises caused by the Cropper to fences, structures, structure markers, runway lights, taxiway lights, grassy areas, signs and similar items. The Owner shall notify the Cropper of the damage and may make the necessary repairs. Owner shall then submit an invoice to the Cropper who shall make all payments within thirty (30) days from the date of the invoice.

12. **IMPROVEMENTS.** All improvements of any kind and nature that may be erected or established upon the premises during the term of this agreement shall inure to the Premises, and becoming property of the Owner, at no expense to the Owner upon termination of the agreement, unless the Owner has agreed in writing prior to such establishment that the Cropper may remove the improvement at the end of the agreement. No improvement shall be made without prior written approval of the Owner.

13. **EXPENSES INCURRED WITHOUT OWNER'S CONSENT.** No expense shall be incurred for or on account of the Owner without first obtaining the Owner's written authorization. Cropper shall take no actions that might cause a mechanic's lien to be imposed upon the premises, Davenport Municipal Airport, or the City of Davenport.

14. **NO AGENCY.** Cropper is not an agent of the Owner.

15. **ATTORNEY FEES AND COURT COSTS.** If either party files lawsuit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

16. **ASSIGNMENT.** Cropper shall not assign this agreement or sublet the Premises or any portion thereof without the prior written authorization of the Owner.

17. **ADDITIONAL PROVISIONS.**

a. Cropper accepts the premises in its present condition.

b. The Cropper shall coordinate all activities with the NWS and give the NWS first right of use of Tract A should a conflict occur between the NWS and the Cropper.

c. The Cropper shall access Tracts A and B from Harrison Street at the existing driveway as shown in Exhibit A.

d. The Cropper shall not use or cross the Airport entrance road, nor shall the Cropper use or cross the NWS access road, between the Airport entrance road and the NWS Upper Air Building. The Cropper shall keep all equipment at least three (3) feet away from all hard surfaces on the Airport.

e. The Cropper shall report to the Owner within two (2) days, any damage caused by the Cropper or the Croppers activities to the NWS facility, to include, but not limited to, sanitary sewer cleanouts, above ground and below ground electrical/communication/data cabling and conduit, toxic material spills, as well as any other damage that may occur.

f. The Cropper shall supply all labor, equipment, seed, fuel, and other supplies necessary to perform the requirements of this Maintenance and Agricultural Agreement.

g. The Cropper shall cut the alfalfa, soybeans, and/or grass when it reaches a height of twenty four (24) inches.

h. The Cropper may remove the alfalfa and/or grass by bailing or other means. If bales are used, the bales shall not exceed a height of six (6) feet and shall be removed from the premises within seventy two (72) hours from the time that they are bales. The Cropper shall not store bales or equipment on or around Tract A or B.

i. Cropper shall close and lock gates along the Davenport Municipal Airport boundary at the end of each day's work.

j. Cropper shall not park equipment or store bales outside the premises.

k. Cropper and Cropper's agents shall yield the right-of-way to all aircraft in the air or on the ground, and all ground vehicles on or around the premises, and shall never cross the runway or taxiway pavement surface.

l. Cropper shall provide copies of Exhibits "A" and "B" to all agents of the Cropper who assist the Cropper on the Premises.

m. Owner reserves the right to develop or modify the Davenport Municipal Airport, including the Premises, without interference or hindrance from the Cropper. In the event the Premises, in whole or part, is required for other purposes, the Owner reserves the right to take the same. An equitable adjustment shall be made between the parties for any crop damage, loss or diminution in the acreage of the Premises, or similar damages that arise as a result of development or modification by the Owner such as will make the Cropper whole yet otherwise be consistent with the other provisions of this agreement.

n. Owner reserves the right to take any action to protect aerial approaches of the Davenport Municipal Airport from obstruction, together with the right to prevent the Cropper from erecting, or permitting to be erected, any building or structure that would limit the usefulness of the airport or constitute a hazard to aircraft or air traffic.

o. This agreement is subordinate to the provisions of any existing or future agreements between the Owner and the United States government. The Owner is free to enter into such agreements without hindrance from the Cropper.

p. Cropper agrees to defend, indemnify, and otherwise hold harmless the Owner, its officials, agents and employees, from any and all liability for claims of damages to property or persons caused or contributed to by the negligence of the Cropper arising out of the agricultural operations, or the clearing of land to include, but not limited to tree removal in preparation for agricultural operations, contemplated by this agreement on the Premises or on other airport land adjacent to the Premises.

q. Cropper agrees to procure and maintain in effect during the term of this agreement comprehensive general liability insurance at not less than $1,000,000 combined single limit. The Cropper shall be the named insured and shall also name the City of Davenport as additional insured. Said insurance shall cover all of the Cropper's activities on the property covered by this agreement. The Cropper shall furnish the Owner with a certificate showing such insurance to be in full force and effect during the entire term of this agreement. The certificate shall provide that if the insurance is cancelled, a minimum of at least thirty (30) days written notice of the cancellation shall be provided to the Owner prior to the effective date of the cancellation.

r. The Cropper shall provide and maintain worker’s compensation insurance in accordance with Iowa law, for all employees of the Cropper.

s. Owner reserves the right to enter upon said land to inspect, show, survey, make repairs, make improvements, or for any other lawful purpose arising from the ownership of the premises so long as it does not interfere with the rights of the Cropper as provided in this agreement. If damage should occur as a result of the Owner's use of the right of access an equitable adjustment shall be made therefore.

t. This agreement does not include the use of the Davenport Municipal Airport's facilities, such as buildings, water and electrical services, or other amenities, unless prior written arrangements have been made with the Owner.

u. Cropper agrees that upon his failure to comply with any of the provisions of this agreement, the Owner may elect to terminate this agreement. If the Cropper is in arrears in the payment of payment for five (5) days, or if the Cropper shall fail to comply with any of the terms contained herein, and such failure continues to exist for seven (7) days after written notice of the failure from the Owner to the Cropper, this agreement shall be terminated without further notice.

Signatures on next page:

Notices shall be by certified U.S. mail to the Cropper's last known address.

Dated this _____ day of _____, 20____.

By: _____
Cropper, Neal Keppy
CNC Ag., LLC

Cropper Mailing Address:

Street: _____

_____

City, State, Zip: _____

Telephone #: _____

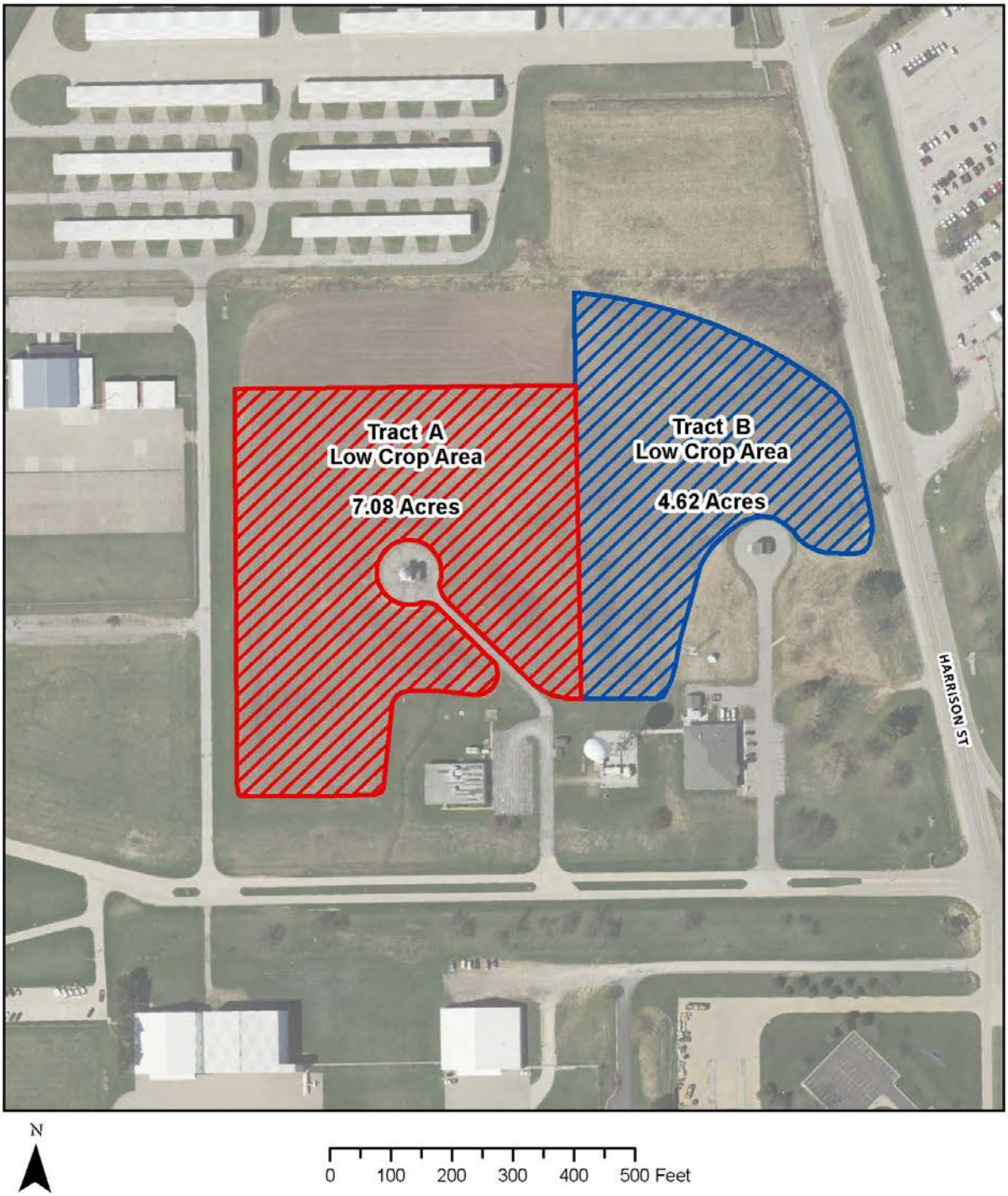
City of Davenport

By: _____
Thomas P. Vesalga, Airport Manager
Davenport Municipal Airport
1200 E 46th Street

City of Davenport

By: _____
Michael J. Matson, Mayor
226 West 4th Street
Davenport, Iowa 52801

Exhibit A
Farmland Section D



DAVENPORT MUNICIPAL AIRPORT

AGRICULTURAL AGREEMENT

EXHIBIT B

NOTICE

1. Do not operate any equipment on the grass between the crops and the runways except for a twenty (20) foot strip of grass immediately adjacent to the crops.
2. Stay at least three (3) feet away from storm drain inlets and other structures, such as sanitary sewer manholes.
3. Park equipment in the designated premises only.
4. Yield to all aircraft in the air or on the ground and never cross a runway or taxiway.
5. Notify owner of any damage caused by Cropper's equipment.

DAVENPORT
PUBLIC WORKS
MUNICIPAL AIRPORT

DAVENPORT MUNICIPAL AIRPORT
AGRICULTURAL AGREEMENT

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

NEAL KEPPY

January 1, 2021 through December 31, 2025

DAVENPORT MUNICIPAL AIRPORT AGRICULTURAL AGREEMENT

THIS AGREEMENT is made between the Davenport Municipal Airport, an entity of the City of Davenport, Iowa, ("Owner"), whose address for the purpose of this agreement is: 226 West Fourth Street, Davenport, Iowa 52801, and Neal Keppy, ("Cropper").

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Owner grants to Cropper the following described real estate situated in Scott County, Iowa (the "Premises"):

See attached Exhibit "A", Farmland Section A

Containing 21 acres, more or less, with possession by the Cropper to commence on January 1, 2021, and end on December 31, 2025. The Cropper has been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. The premises consist of tillable land only. In the event that possession cannot be delivered within fifteen (15) days after the commencement of this agreement, Cropper may terminate this agreement by giving Owner notice in writing.

2. **PAYMENT.** Cropper shall pay to Owner as payment for use of the Premises an annual cash payment of $5,344.50, at a rate of $254.50 per acre. Unless otherwise agreed, payment shall be made to Owner in one lump sum on or before December 15th of each year covered by this agreement, at the address above or at such other place as owner may direct in writing.

The annual cash payment shall be recalculated on or around November 15, 2023 as described in this paragraph. The new cash amount agreed to by both parties in writing shall become the annual cash payment due on or before December 15, 2023 and shall remain the annual cash payment for the remainder of this contract. Payment shall be calculated by taking the average rental rate of two industrially accepted agricultural rental rate surveys multiplied by the total number of leased acres of the Premises. “Cash Rental Survey for Crop Reporting District 6” Overall Average for Scott County provided by Iowa State University, and the National Agricultural Statistics Service, Scott County Value provided by the United States Department of Agriculture shall be the primary sources of statistical values used in this calculation. Current year statistical data shall be used. Other industrially accepted state or federal surveys may be added or substituted upon the agreement of both parties.

Participation of this land in any program offered by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of the program, and the division of farm program payments requires the Owner's consent.

3. **INPUT COSTS AND EXPENSES.** Cropper shall prepare the premises and plant crops in a timely fashion as may be determined by the Cropper. Cropper shall only be entitled to till those portions of the Premises that have been tilled previously. All necessary equipment, as well as labor, necessary to carry out the terms of this agreement shall be furnished by and at the expense of the Cropper. The following materials, in the amounts required by good husbandry, shall be acquired by the Cropper and paid for by the parties as follows:

	% Owner	% Cropper
Commercial fertilizer	0	100
Lime and trace minerals	0	100
Herbicides	0	100
Insecticides	0	100
Seeds	0	100
Seed cleaning	0	100
Harvesting/shelling expense	0	100
Grain drying expense	0	100
Grain storage	0	100

4. **PROPER HUSBANDRY.** Cropper shall farm the Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all

growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. Cropper shall timely control all weeds, including noxious weeds, throughout the Premises. Cropper shall do whatever is reasonably necessary to control soil erosion and abstain from any practice that will cause damage to the Premises or the airport land adjacent to the Premises.

5. **ENVIRONMENTAL.** Owner: To the best of Owner's knowledge to date: (a) neither Owner nor Owner's former Croppers are subject to any investigation concerning the Premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances, air emissions, or other environmental matters, and all zoning and other land use matters, (b) any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the Premises has been in compliance with all applicable federal, state and local codes, rules and regulations, (c) no leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the Premises, and (d) the soil, groundwater, and soil vapor on or under the Premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Owner shall hold the Cropper harmless against any liability for removing solid waste disposal sites existing at the execution of this agreement with the exception that the Cropper shall be liable for removal of solid waste disposal sites to the extent that the Cropper created or contributed solid waste disposal at any time.

Owner shall assume liability and shall indemnify and hold Cropper harmless against any liability or expense arising from a condition that existed, whether known or unknown, at the time of the execution of this agreement which is not the result of actions of the Cropper or which arises after the date of execution but which is not a result of the actions of the Cropper.

Cropper shall comply with all applicable environmental laws covering application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Cropper shall apply chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises.

Cropper shall be responsible to employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing agreements. Cropper shall not dispose of waste oil, tires, batteries, paint or other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Cropper shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Cropper shall immediately notify the Owner of any chemical discharge, leak or spill that occurs on the Premises. Cropper shall assume liability and shall indemnify and hold Owner harmless for any claim or violation of standards that result from Cropper's use of the premises.

Cropper shall comply with the City of Davenport Ordinances regarding the burning of any material on Airport property. When “burn bans” are not in effect through the City of Davenport, Cropper will request permission to burn materials from the Airport Manager prior to burning such materials.

Cropper shall assume defense of all claims, except claims resulting from Owner's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Cropper shall remain liable for violations that occurred during the term of this agreement.

6. **TERMINATION UPON EXPIRATION OF TERM.** This agreement shall not automatically renew upon expiration. The parties agree termination of this agreement shall be pursuant to the "mere cropper" provisions of Iowa Code §562.6; more specifically because this agreement fixes a termination date, the tenancy shall cease on that date without notice from the Owner to the Cropper. Cropper agrees that on the termination date of this agreement, Cropper will yield possession of the Premises to the Owner without further demand or notice than is

stated in this agreement, in as good condition as when Cropper first entered upon the Premises, without reservation of any right or claim as to the Premises beyond the termination date.

7. **VIOLATION OF TERMS OF AGREEMENT.** If either party violates the terms of this agreement, the other may pursue the legal and equitable remedies to which each is entitled.

8. **REPAIRS.** Cropper shall pay Owner for any damage on the premises or on airport land adjacent to the premises caused by the Cropper to fences, structures, structure markers, runway lights, taxiway lights, grassy areas, signs and similar items. The Owner shall notify the Cropper of the damage and may make the necessary repairs. Owner shall then submit an invoice to the Cropper who shall make all payments within thirty (30) days from the date of the invoice.

9. **IMPROVEMENTS.** All improvements of any kind and nature that may be erected or established upon the premises during the term of this agreement shall inure to the Premises, and becoming property of the Owner, at no expense to the Owner upon termination of the agreement, unless the Owner has agreed in writing prior to such establishment that the Cropper may remove the improvement at the end of the agreement. No improvement shall be made without prior written approval of the Owner.

10. **EXPENSES INCURRED WITHOUT OWNER'S CONSENT.** No expense shall be incurred for or on account of the Owner without first obtaining the Owner's written authorization. Cropper shall take no actions that might cause a mechanic's lien to be imposed upon the premises, Davenport Municipal Airport or the City of Davenport.

11. **NO AGENCY.** Cropper is not an agent of the Owner.

12. **ATTORNEY FEES AND COURT COSTS.** If either party files lawsuit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

13. **ASSIGNMENT.** Cropper shall not assign this agreement or sublet the Premises or any portion thereof without the prior written authorization of the Owner.

14. **ADDITIONAL PROVISIONS.**

a. Cropper accepts the premises in its present condition.

b. Cropper shall not till or plant closer to the runways, taxiways and roadways than the distances shown on Exhibit "A".

c. Cropper shall keep all equipment at least three (3) feet away from storm drain inlets and other structures such as sanitary sewer manholes.

d. Cropper shall close and lock gates along the Davenport Municipal Airport boundary at the end of each day's work.

e. Cropper shall not park equipment or store bales outside the premises.

f. Cropper and Cropper's agents shall yield the right-of-way to all aircraft in the air or on the ground and shall never cross the runway or taxiway pavement surface.

g. Cropper shall provide copies of Exhibits "A" and "B" to all agents of the Cropper who assist the Cropper on the Premises.

h. Owner reserves the right to develop or modify the Davenport Municipal Airport, including the Premises, without interference or hindrance from the Cropper. In the event the Premises, in whole or part, is required for other purposes, the Owner reserves the right to take the same. An equitable adjustment shall be made between the parties for any crop damage, loss or diminution in the

acreage of the Premises, or similar damages that arise as a result of development or modification by the Owner such as will make the Cropper whole yet otherwise be consistent with the other provisions of this agreement.

i. Owner reserves the right to take any action to protect aerial approaches of the Davenport Municipal Airport from obstruction, together with the right to prevent the Cropper from erecting, or permitting to be erected, any building or structure that would limit the usefulness of the airport or constitute a hazard to aircraft or air traffic.

j. This agreement is subordinate to the provisions of any existing or future agreements between the Owner and the United States government. The Owner is free to enter into such agreements without hindrance from the Cropper.

k. Cropper agrees to defend, indemnify and otherwise hold harmless the Owner, its officials, agents and employees, from any and all liability for claims of damages to property or persons caused or contributed to by the negligence of the Cropper arising out of the agricultural operations, or the clearing of land to include, but not limited to tree removal in preparation for agricultural operations, contemplated by this agreement on the Premises or on other airport land adjacent to the Premises.

l. Cropper agrees to procure and maintain in effect during the term of this agreement comprehensive general liability insurance at not less than $300,000 combined single limit. The Cropper shall be the named insured and shall also name the City of Davenport as additional insured. Said insurance shall cover all of the Cropper's activities on the property covered by this agreement. The Cropper shall furnish the Owner with a certificate showing such insurance to be in full force and effect during the entire term of this agreement. The certificate shall provide that if the insurance is cancelled, a minimum of at least thirty (30) days written notice of the cancellation shall be provided to the Owner prior to the effective date of the cancellation.

m. Owner reserves the right to enter upon said land to inspect, show, survey, make repairs, make improvements, or for any other lawful purpose arising from the ownership of the premises so long as it does not interfere with the rights of the Cropper as provided in this agreement. If damage should occur as a result of the Owner's use of the right of access an equitable adjustment shall be made therefore.

n. This agreement does not include the use of the Davenport Municipal Airport's facilities, such as buildings, water and electrical services, or other amenities, unless prior written arrangements have been made with the Owner.

o. Cropper agrees that upon his failure to comply with any of the provisions of this agreement, the Owner may elect to terminate this agreement. If the Cropper is in arrears in the payment of payment for five (5) days, or if the Cropper shall fail to comply with any of the terms contained herein, and such failure continues to exist for seven (7) days after written notice of the failure from the Owner to the Cropper, this agreement shall be terminated without further notice.

Signatures on next page:

Notices shall be by certified U.S. mail to the Cropper's last known address.

Dated this _____ day of _____, 20____.

By: _____
Cropper, Neal Keppy

Cropper Mailing Address:

Street: _____

_____

City, State, Zip: _____

Telephone #: _____

By: _____
Cropper, Chad Keppy

Cropper Mailing Address:

Street: _____

_____

City, State, Zip: _____

Telephone #: _____

City of Davenport

By: _____
Thomas P. Vesalga, Airport Manager
Davenport Municipal Airport
1200 E 46th Street
Davenport, Iowa 52807

City of Davenport

By: _____
Michael J. Matson, Mayor
226 West 4th Street
Davenport, Iowa 52801

Exhibit A
Farmland Section A

DAVENPORT MUNICIPAL AIRPORT

AGRICULTURAL AGREEMENT

EXHIBIT B

NOTICE

1. Do not operate any equipment on the grass between the crops and the runways except for a twenty (20) foot strip of grass immediately adjacent to the crops.
2. Stay at least three (3) feet away from storm drain inlets and other structures, such as sanitary sewer manholes.
3. Park equipment in the designated premises only.
4. Yield to all aircraft in the air or on the ground and never cross a runway or taxiway.
5. Notify owner of any damage caused by Cropper's equipment.

City of Davenport

Department: Finance
Contact Info: Mallory Merritt | 563-326-7792

Action / Date
2/24/2021

Subject:
Resolution setting a Public Hearing on the FY 2022 Operating Budget, FY 2022 Capital Improvement Budget, and the FY 2022 - FY 2027 Capital Improvement Program for March 17, 2021 at 5:30 p.m. in the Council Chambers at City Hall. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Under the laws of the State of Iowa, the City of Davenport is required to hold a Public Hearing prior to adoption of its annual Operating and Capital Budgets.

Approval of this Resolution will set the Public Hearing for March 17, 2021 at 5:30 p.m. in the Council Chambers at City Hall during the Committee of the Whole meeting.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/12/2021 - 9:26 AM
Finance Committee	Merritt, Mallory	Approved	2/12/2021 - 9:26 AM
City Clerk	Admin, Default	Approved	2/12/2021 - 11:06 AM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a Public Hearing on the FY 2022 Operating Budget, FY 2022 Capital Improvement Budget, and the FY 2022 – FY 2027 Capital Improvement Program for March 17, 2021 at 5:30 p.m. in the Council Chambers at City Hall.

WHEREAS, the State of Iowa requires that the City of Davenport hold a Public Hearing prior to the adoption of its annual budget; and

WHEREAS, the City of Davenport will hold a Public Hearing on Wednesday, March 17, 2021 at 5:30 p.m. in the Council Chambers at City Hall.

NOW, THERE, BE IT RESOLVED by the City Council of the City of Davenport that the Public Hearing on the FY 2022 Operating Budget, FY 2022 Capital Improvement Budget, and the FY 2022 – FY 2027 Capital Improvement Program is set for March 17, 2021 at 5:30 p.m. in the Council Chambers at City Hall.

Passed and approved this 24th day of February, 2021.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: City Clerk
Contact Info: Corri Spiegel | 563-888-2066

Action / Date
2/24/2021

Subject:
Resolution of agreement and support for River Action's application for a state and/or federal grant related to the construction of First Bridge, a recreation trail bridge, over River Drive to River Heritage Park. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
River Action is requesting that the City Council approve this Resolution of agreement and support for River Action's application for a state and/or federal grant related to the construction of First Bridge, a pedestrian bridge, over River Drive to River Heritage Park. The non-profit agency is seeking grant funding to construct a 254-foot pedestrian bridge known as First Bridge spanning River Drive beginning at the original embankment at Federal Street and River Drive of the first railroad bridge to cross the Mississippi River and terminating at River Heritage Park. First Bridge is a replica of one span of the first railroad bridge to span the Mississippi River. River Action desires to construct a pier for the bridge at River Heritage Park and for the City to construct a landing mound connecting the pier to the park. This Resolution of Agreement and Support is necessary for River Action to seek grant funding and private donations for the project.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	2/11/2021 - 3:53 PM

Resolution No. _____

Resolution offer by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION of agreement and support for River Action's application for a state and/or federal grant related to the construction of First Bridge, a recreation trail bridge, over River Drive to River Heritage Park.

WHEREAS, River Action is seeking grant funding to construct a 254-foot recreation trail bridge known as First Bridge spanning River Drive beginning at the original embankment at Federal Street and River Drive of the first railroad bridge to cross the Mississippi River and terminating at River Heritage Park; and

WHEREAS, First Bridge is a replica of one span of the first railroad bridge to span the Mississippi River; and

WHEREAS, the City of Davenport has established River Heritage Park ("the Park") on the site where River Action desires a bridge landing and has undertaken significant investment at the Park to invite pedestrian traffic to experience the City's connection to the Mississippi River; and

WHEREAS, River Heritage Park will become a destination as the docking location for riverboat cruise line patrons and visitors; and

WHEREAS, River Action desires to raise funds to construct a bridge pier at the Park; and

WHEREAS, the City of Davenport will provide a landing mound connecting the bridge superstructure and pier to the Park including an accessible sidewalk connection from the foot of the bridge pier to the Park's sidewalk system; and

WHEREAS, successful grant applications require the City's commitment as partner in the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City and River Action approve the following:

1. The City of Davenport encourages and supports River Action's pursuit of grants and private fund raising efforts to undertake the construction of the First Bridge project.

2. The City of Davenport will accept ownership of the bridge and the land dedicated to the northern terminus as physical donations. The City's acceptance of these physical assets is conditional on River Action depositing a minimum of $240,000 up to a maximum of $400,000, the final amount to be determined by both parties through a detailed review of itemized estimated maintenance costs. The funds will be held in a QC Community Foundation escrow account for maintenance for the purpose of establishing a 20-year endowment to cover future maintenance costs.

3. The City shall provide, at its sole cost and discretion, a landing mound connecting the bridge superstructure and pier at the southern terminus to the Park including an accessible sidewalk connection from the top of the mound to the Park's sidewalk system. It is understood that the landing mound will abut and connect to the bridge pier funded and constructed by River Action. (Timeline of Final Preliminary Design & Specifications | December 30, 2021)

   The following conditions precedent must occur prior to the City to initiating construction of the mound feature:

   Condition A: Formal written assurances and approvals must be received by the City from the Iowa Department of Transportation ("IDOT") and Canadian Pacific Railway ("CP") authorizing the construction of the bridge over their respective infrastructure assets. Written assurances and approvals shall include, but not be limited to, the following items:

   i. Height requirements (clearance) for constructing over roadway/railway
   ii. Railing requirements for pedestrian and vehicular traffic over roadway/railway
   iii. Safety requirements (such as flagging) for construction and maintenance over roadway/railway
   iv. Secured aerial easements/leases which are assured in perpetuity
   v. Approval to commence construction up to a specified date

   Condition B: River Action shall provide approved final engineering plans for the bridge superstructure including piers and demonstrate secured financing representing at least 80% of final estimated construction costs.

   Condition C: The City will confirm through subsurface sampling and third-party structural/civil engineering services that construction of the mound, bridge superstructure and pier will not impact the sanitary or storm sewer system. (Timeline of Final Recommendation | December 30, 2021)

   The City agrees to commence construction of the landing mound at such time that River Action secures 65% of total project budget, excluding in-kind contributions. The estimated Total Project Budget is currently $2.6M.

4. The City shall waive its standard building review fees associated with the First Bridge project. River Action will be solely responsible for the payment of fees that may be assessed by IDOT or CP, including any third-party permitting fees.

5. River Action agrees that it shall, at its sole cost, construct First Bridge, an approximately 254-foot recreation trail bridge spanning River Drive beginning at the original embankment at Federal Street and River Drive and terminating at River Heritage Park, subject to fundraising and receipt of grants. River Action agrees not to begin construction of the bridge superstructure until it has sufficient (minimum of 80% total project budget) funds to complete the project. River Action shall be responsible for the cost of demolition of the partial bridge superstructure back to the piers should it begin the work and not complete it within two years of the construction/installation of the piers. River Action agrees that it shall comply with all city, state, and federal laws, rules, processes, and regulations associated with the project. River Action accepts and will be

responsible for all costs associated with the First Bridge project, subject to Item #2, Item #3, and Item #4 of this Resolution of Agreement and Support.

6. This Resolution of Agreement and Support shall be void and terminate immediately with the occurrence of any of the following conditions:

    a. River Action provides official notice to the City that its fundraising and grant pursuit efforts were not successful in obtaining sufficient funds to complete the project as prescribed above.
    b. River Action is unable to meet either Condition A or B listed in Item #3 or Condition C renders the project non-constructible.
    c. River Action fails to obtain 80% funding for the First Bridge project, either through formal commitments or cash on hand, by December 1, 2022.
    d. River Action fails to begin construction of First Bridge by March 1, 2023.

However, River Action's demolition obligation set forth in Section 5 above shall survive termination under this section.

Passed and approved this 24th day of February, 2021.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance
Contact Info: Mallory Merritt | 563-326-7792

Action / Date
2/24/2021

Subject:
Motion directing staff to purchase the property located at 323 South Clark Street for the purchase price of $115,000, and authorizing the Chief Financial Officer to execute all documents necessary to complete the transaction. [Ward 1]

Recommendation:
Pass the Motion.

Background:
As part of the City Administrator's CY 2021 workplan, and in coordination with the execution of the well-protected community and high-performing government pillars, the City needs additional land and structures for numerous City-wide storage needs. Some of these storage needs include public safety and Public Works assets. Over the past year, staff has been evaluating numerous different locations and sites that could meet this need and provide for a longer-term use strategy as other needs develop.

The property located at 323 South Clark Street, formerly known as the Blackhawk Foundry, meets the City's site criteria for this plan and also allows for strategic reinvestment into this neighborhood.

Through negotiations with the current owner, staff has been able to secure the right to purchase the property for $115,000.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/9/2021 - 4:22 PM
Finance Committee	Merritt, Mallory	Approved	2/9/2021 - 4:22 PM
City Clerk	Admin, Default	Approved	2/10/2021 - 11:02 AM

City of Davenport

Department: Finance
Contact Info: Chad Dyson | 563-326-7817

Action / Date
2/24/2021

Subject:
Motion approving a one-year extension of the golf professional service agreements between the City of Davenport and various golf professionals at Red Hawk, Duck Creek, and Emeis Golf Courses. [All Wards]

Recommendation:
Pass the Motion.

Background:
The agreements between the City of Davenport and Brant McGivern, Matthew Hasley, and Ronnie Thrapp recently expired. Through discussions with these golf professionals, they are willing to extend their current contracts for one year. All provisions of the current contracts (attached to this agenda item for review) will continue including commissions, which are generated from cart rental and the practice range where applicable. The contract also includes incentives for increased overall rounds.

During CY 2021, City staff will facilitate contract negotiations with the golf professionals and bring forward fully negotiated contracts for review for the next golf season. This motion is to extend the current contract for a one-year period.

ATTACHMENTS:

Type	Description
Backup Material	Golf Pro Contracts

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/10/2021 - 5:31 PM
Finance Committee	Merritt, Mallory	Approved	2/10/2021 - 5:31 PM
City Clerk	Admin, Default	Approved	2/11/2021 - 1:26 PM

AGREEMENT BETWEEN
CITY OF DAVENPORT AND GOLF PROFESSIONAL

1/9/2019

This agreement, made and executed this 13 th day of February 2019, between the City of Davenport, Iowa, (hereinafter referred to as "City") and Ronnie W. Thrapp, (hereinafter referred to as "Golf Professional.")

WHEREAS, the City of Davenport, Iowa, operates a public golf course and desires to establish a relationship with a Professional Golfers' Association (PGA) certified golf professional in order to offer golfers a wide range of services including group lessons, individual instruction, video taping, handicapping and a complete line of golf equipment and attire; and

WHEREAS, Ronnie W. Thrapp is a competent golf professional willing and able to provide those services to the City of Davenport who desires an exclusive right to provide such services in cooperation with the City of Davenport; and

WHEREAS, the public welfare, comfort and convenience of the residents of the City of Davenport will be served and the public facilities of the golf course will be enhanced by the establishment of an agreement between the parties to provide the services of a golf professional in conjunction with the operation of the City's public golf course.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. TERM. The City hereby agrees to retain the services of the Golf Professional for a one year period beginning when executed, and ending on the 31st day of December of said year.

2. RENEWAL. This agreement shall automatically renew for an additional term of one (1) year unless written notice of termination is given by either party to the other at least Thirty (30) days prior to the end of the term.

3. CONTRACT FEE. The City shall pay to the Golf Professional the following sums: (a) $52,795.97 annually; (b) five percent (5%) of the gross golf car rental fees received at Emeis Golf Course, payable bi-weekly, (c) eight percent (8%) of the gross range fees, payable bi-weekly.

4. INCENTIVE CONTRACT FEE. In addition to the Base Contract Fee, the City shall provide the following incentive pay to the Golf Professional in an amount not to exceed $5,000 for any single golf season (calendar year) dependent on measured performance according to the following metrics:
    a. Total Number of Paid Golf Rounds at Emeis golf course

i.	Increase of 2% over prior year	$750
ii.	Increase of 3% over prior year	$1,250
iii.	Increase of 4% over prior year	$2,000
iv.	Increase of 5% over prior year	$3,000
v.	Increase of 7% over prior year	$4,000

5. Incentive Contract Fee – In addition to the Base Contract Fee, the City shall provide the following Incentive pay to the Golf Professional in the an amount not to exceed $5,000 for any single golf season (calendar year) dependent on measured performance according to the following metrics on Adjusted Gross Concession Sales of food and beverage. Adjusted Gross Concession Sales will be the total dollar amount of food and beverages sold minus the cost of food and beverage products purchased:

    a. Concession Base: a total of 2% of the adjusted gross of concession sales will be paid as an incentive to the Golf Professional
    b. Concession Incentive Level 1: If adjusted gross of concession sales exceeds prior year's adjusted gross concession sales by 5% a total of 3% of the adjusted gross concession sales will be paid as an incentive to the Golf Professional
    c. Concession Incentive Level 2: If adjusted gross of concession sales exceeds prior year's adjusted gross concession sales by 10% a total of 5% of the adjusted gross concession sales will be paid as an incentive to the Golf Professional

    The Incentive Contract Fee shall be paid to Golf Professional no more than 30 days following the end of the golf season, if applicable.

6. ADDITIONAL BENEFIT. Annual Dues paid for Sectional (PGA) Professional Golfers Association upon receipt.

7. REVENUE. The Golf Professional shall be entitled to retain all gross receipts received from giving golf lessons, rental of pull carts, rental of golf clubs, club repair sales, handicap service, and sales of merchandise through the pro shop at Emeis Golf Course and shall be responsible for payment of taxes related thereto.

8. DUTIES OF GOLF PROFESSIONAL. The Golf Professional shall provide the following services at Emeis Golf Course:

    a. Offer and provide golf instruction, lessons and teaching to the general public on the premises of Emeis Golf Course for compensation by those receiving the instruction, lessons, and teaching;

    b. Provide and offer for sale typical pro shop merchandise and operate the pro shop at Emeis Golf Course on a daily basis; the Golf Professional shall not make purchases with nor pledge the credit of the City in order to make purchases;

    c. Organize and conduct an annual city tournament at predetermined date, including leagues, outings and a junior golf program in cooperation with the Parks and Recreation department;

    d. Assist in the planning and operation of special events at Emeis Golf Course;

    e. Devote adequate time and attention to the duties set forth in this agreement, and use his best efforts to promote the interests and welfare of the City and will not

engage in any business not contemplated by or within the scope of this agreement;

f. Conduct himself at all times and in all matters in accordance with the standards accepted for golf professionals as established by the Professional Golfers' Association;

g. Render such professional advice, opinions, assistance and services when requested by the City;

h. Have and maintain a Class "A" Head Professional PGA certification and maintain his membership in good standing with the PGA during this agreement;

i. Cooperate with the Parks and Recreation Department of the City to promote the enjoyable use and operation of the City's golf courses by regularly attending meetings, some of which may include department-wide meetings;

j. Ensure that renters of motorized golf cars are qualified and knowledgeable in the operation of such cars and shall enforce all rules and regulations regarding the safe operation of said cars;

k. Assist with the daily cleaning and maintenance of the motorized golf car rental fleet;

l. Organize and conduct tournaments, leagues, outings and a junior golf program in cooperation with the Parks and Recreation Department;

m. Pay any and all sales or other taxes that may be levied on any services provided under this agreement, except taxes related to car rentals which are payable by the City;

n. Not construct, remodel or reconstruct any part of the buildings and fixtures located on the City's golf courses without receiving prior written permission from the Director of the Parks and Recreation Department;

o. The Golf Professional does not have express authority to contract on behalf of the City to any third party and shall not enter into any contract or otherwise bind the City in any way without the express written authorization from the City. Any contracts that the Golf Professional enters into without the City's authority will not be binding on the City, and the Golf Professional shall defend, indemnify and hold the City harmless against any claims or loss alleged as a result of a breach of this provision;

p. Execute site leadership, in the absence of Golf Supervisor and Superintendent of Revenue Facilities, to resolve all issues, including, but not limited to, effective facility functioning and customer experience; and

q. Handle and make every possible attempt to solve customer complaints and problems to provide the best customer service.

9. DUTIES OF CITY. The City shall:

   a. Allow space within the clubhouse at Emeis Golf Course in which the Golf Professional shall operate a pro shop adequate and customary for the season. Such space shall include the provision of built-in fixtures, shelves, utilities and local telephone service;

   b. Secure and provide a sufficient number of motorized golf cars for rental by the Golf Professional to patrons of the golf courses to meet the needs of the public;

   c. Operate and maintain the golf courses in a manner that will encourage maximum availability and utilization by the public;

   d. Cooperate with the Golf Professional to promote the most efficient and enjoyable use of the golf courses; and

   e. Shall collect all revenues, except those related to the provision of golf lessons and teaching.

10. OTHER TERMS.

   a. The golf season at the City's golf courses shall be determined by the Director of the Parks and Recreation Department, in consultation with the Golf Operations Manager and the Golf Professional, but the Director shall make the final determination;

   b. In the event the Golf Professional is permanently disabled from being a Golf Professional during the term of this agreement due to physical or mental disability, then and in that event this agreement shall terminate and the Golf Professional shall only be entitled to be paid for amounts due and owing to the date of termination due to his disability;

   c. The Golf Professional is an independent contractor as contemplated in Iowa Code §85.61(13) and will not be covered by the City's workers' compensation insurance benefits, or any other benefits received by city employees;

   d. The Golf Professional shall comply with all provisions of the Child Labor Deterrence Act.

   e. The Golf Professional covenants and warrants that he has no personal or financial interest, direct or indirect, which would in any manner conflict with the performance of services covered by this agreement and he will not engage in any business not contemplated by or within the scope of this agreement; and

   f. The Golf Professional shall have the exclusive right and privilege to provide the services covered by this agreement on the City's golf courses.

11. INDEMNIFICATIONS and INSURANCE. The City shall not be liable to the Golf Professional for any loss or damage of property or merchandise owned by the Golf Professional located on property owned by the City. The Golf Professional shall be responsible for obtaining insurance to cover such loss or damage as well as general liability insurance coverage in an amount satisfactory to the City, which insurance policy shall also include the City for the purpose of receiving prior notice of the cancellation or non-renewal of the policy.

12. TERMINATION.

    a. Either party may terminate this agreement through non-renewal of the agreement by giving written notice to the other party at least thirty (30) days prior to the expiration of the term;

    b. If the Golf Professional violates any of the provisions of this agreement, the City may immediately terminate this agreement for cause, by giving written notice to the Golf Professional, without further obligation except to pay the Golf Professional for compensation and net income earned prior to the date of the termination of this contract; and

    c. Upon termination, the Golf Professional will promptly remove all personal property of the Golf Professional from the clubhouse and course at Emeis Golf Course. Any property or belongings of the Golf Professional remaining in the clubhouse or on Emeis Golf Course more than thirty (30) days after the date of termination shall be deemed abandoned by the Golf Professional and shall become the property of the City.

13. NOTICE. Any notice, request, approval or consent required under this agreement shall be given in writing and shall be delivered in person or mailed by certified mail at the address set forth herein or as a party has subsequently directed by written notice.

11. LAW. This agreement is made under and shall be governed by the laws of the State of Iowa.

12. This agreement sets forth the entire agreement between the parties hereto. This agreement cannot be changed or amended other than by in writing, signed and executed by both parties.

13. At the end of each golf season, there will be a review of the terms of the contract. However, Davenport Parks and Recreation has the ability to terminate this agreement with a thirty day notice.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions between them.

ACCEPTED AND AGREED TO THIS 13th DAY OF February, 2019.

BY: _____

Ronnie Thrapp, Golf Pro

Attest : _____

Troy A Evans, Witness

BY: _____

Frank Klipsch, Mayor

ATTEST: _____

Brian Krup, Deputy City Clerk

SEAL OF THE CITY OF DAVENPORT IOWA

AGREEMENT BETWEEN
CITY OF DAVENPORT AND GOLF PROFESSIONAL

1/9/2019

This agreement, made and executed this 13th day of February 2019, between the City of Davenport, Iowa, (hereinafter referred to as "City") and Matthew Hasley, (hereinafter referred to as "Golf Professional.")

WHEREAS, the City of Davenport, Iowa, operates a public golf course and desires to establish a relationship with a Professional Golfers' Association (PGA) certified golf professional in order to offer golfers a wide range of services including group lessons, individual instruction, video taping, handicapping and a complete line of golf equipment and attire; and

WHEREAS, Matthew Hasley is a competent golf professional willing and able to provide those services to the City of Davenport who desires an exclusive right to provide such services in cooperation with the City of Davenport; and

WHEREAS, the public welfare, comfort and convenience of the residents of the City of Davenport will be served and the public facilities of the golf course will be enhanced by the establishment of an agreement between the parties to provide the services of a golf professional in conjunction with the operation of the City's public golf course.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. TERM. The City hereby agrees to retain the services of the Golf Professional for a one year period beginning when executed, and ending on the 31st day of December of said year.

2. RENEWAL. This agreement shall automatically renew for an additional term of one (1) year unless written notice of termination is given by either party to the other at least thirty (30) days prior to the end of the term.

3. CONTRACT FEE. The City shall pay to the Golf Professional the following sums: (a) $49,440.00 annually; (b) five percent (5%) of the gross golf car rental fees received at Duck Creek Golf Course, payable bi-weekly, (c) eight percent (8%) of the gross range revenue, payable bi-weekly.

4. INCENTIVE CONTRACT FEE. In addition to the Base Contract Fee, the City shall provide the following incentive pay to the Golf Professional in an amount not to exceed $5,000 for any single golf season (calendar year) dependent on measured performance according to the following metrics:
    a. Total Number of Paid Golf Rounds at Duck Creek golf course.

i.	Increase of 2% over prior year	$750
ii.	Increase of 3% over prior year	$1,250
iii.	Increase of 4% over prior year	$2,000
iv.	Increase of 5% over prior year	$3,000
v.	Increase of 7% over prior year	$4,000

5. Incentive Contract Fee – In addition to the Base Contract Fee, the City shall provide the following Incentive pay to the Golf Professional in the an amount not to exceed $5,000 for any single golf season (calendar year) dependent on measured performance according to the following metrics on Adjusted Gross Concession Sales of food and beverage. Adjusted Gross Concession Sales will be the total dollar amount of food and beverages sold minus the cost of food and beverage products purchased:

    a. Concession Base: a total of 2% of the adjusted gross of concession sales will be paid as an incentive to the Golf Professional
    b. Concession Incentive Level 1: If adjusted gross of concession sales exceeds prior year's adjusted gross concession sales by 5% a total of 3% of the adjusted gross concession sales will be paid as an incentive to the Golf Professional
    c. Concession Incentive Level 2: If adjusted gross of concession sales exceeds prior year's adjusted gross concession sales by 10% a total of 5% of the adjusted gross concession sales will be paid as an incentive to the Golf Professional

    The Incentive Contract Fee shall be paid to Golf Professional no more than 30 days following the end of the golf season, if applicable.

6. REVENUE. The Golf Professional shall be entitled to retain all gross receipts received from giving golf lessons, rental of pull carts, rental of golf clubs, club repair sales, handicap service, and sales of merchandise through the pro shop at Duck Creek Golf Course and shall be responsible for payment of taxes related thereto.

7. DUTIES OF GOLF PROFESSIONAL. The Golf Professional shall provide the following services at Duck Creek Golf Course:

    a. Offer and provide golf instruction, lessons and teaching to the general public on the premises of Duck Creek Golf Course for compensation by those receiving the instruction, lessons, and teaching;

    b. Provide and offer for sale typical pro shop merchandise and operate the pro shop at Duck Creek Golf Course on a daily basis; the Golf Professional shall not make purchases with nor pledge the credit of the City in order to make purchases;

    c. Organize and conduct an annual city tournament at predetermined date, including leagues, outings and a junior golf program in cooperation with the Parks and Recreation department;

    d. Assist in the planning and operation of special events at Duck Creek Golf Course;

    e. Devote adequate time and attention to the duties set forth in this agreement, and use his best efforts to promote the interests and welfare of the City and will not engage in any business not contemplated by or within the scope of this agreement;

f. Conduct himself at all times and in all matters in accordance with the standards accepted for golf professionals as established by the Professional Golfers' Association;

g. Render such professional advice, opinions, assistance and services when requested by the City;

h. Have or timely maintain a Class "A" Head Professional PGA certification and maintain his membership in good standing with the PGA during this agreement;

i. Cooperate with the Parks and Recreation Department of the City to promote the enjoyable use and operation of the City's golf courses by regularly attending meetings, some of which may include department-wide meetings;

j. Ensure that renters of motorized golf cars are qualified and knowledgeable in the operation of such cars and shall enforce all rules and regulations regarding the safe operation of said cars;

k. Assist with the daily cleaning and maintenance of the motorized golf car rental fleet;

l. Organize and conduct tournaments, leagues, outings and a junior golf program in cooperation with the Parks and Recreation Department;

m. Pay any and all sales or other taxes that may be levied on any services provided under this agreement, except taxes related to car rentals which are payable by the City;

n. Not construct, remodel or reconstruct any part of the buildings and fixtures located on the City's golf courses without receiving prior written permission from the Director of the Parks and Recreation Department;

o. The Golf Professional does not have express authority to contract on behalf of the City to any third party and shall not enter into any contract or otherwise bind the City in any way without the express written authorization from the City. Any contracts that the Golf Professional enters into without the City's authority will not be binding on the City, and the Golf Professional shall defend, indemnify and hold the City harmless against any claims or loss alleged as a result of a breach of this provision;

p. Execute site leadership, in the absence of Golf Supervisor and Superintendent of Revenue Facilities, to resolve all issues, including, but not limited to, effective facility functioning and customer experience; and

q. Handle and make every possible attempt to solve customer complaints and problems to provide the best customer service.

8. DUTIES OF CITY. The City shall:

a. Allow space within the clubhouse at Duck Creek Golf Course in which the Golf Professional shall operate a pro shop adequate and customary for the season. Such space shall include the provision of built-in fixtures, shelves, utilities and local telephone service;

b. Secure and provide a sufficient number of motorized golf cars for rental by the Golf Professional to patrons of the golf courses to meet the needs of the public;

c. Operate and maintain the golf courses in a manner that will encourage maximum availability and utilization by the public;

d. Cooperate with the Golf Professional to promote the most efficient and enjoyable use of the golf courses; and

e. Shall collect all revenues, except those related to the provision of golf lessons and teaching.

9. OTHER TERMS.

a. The golf season at the City's golf courses shall be determined by the Director of the Parks and Recreation Department, in consultation with the Senior Golf Manager and the Golf Professional, but the Director shall make the final determination;

b. In the event the Golf Professional is permanently disabled from being a Golf Professional during the term of this agreement due to physical or mental disability, then and in that event this agreement shall terminate and the Golf Professional shall only be entitled to be paid for amounts due and owing to the date of termination due to his disability;

c. The Golf Professional is an independent contractor as contemplated in Iowa Code §85.61(13) and will not be covered by the City's workers' compensation insurance benefits, or any other benefits received by city employees;

d. The Golf Professional shall comply with all provisions of the Child Labor Deterrence Act.

e. The Golf Professional covenants and warrants that he has no personal or financial interest, direct or indirect, which would in any manner conflict with the performance of services covered by this agreement and he will not engage in any business not contemplated by or within the scope of this agreement; and

f. The Golf Professional shall have the exclusive right and privilege to provide the services covered by this agreement on the City's golf courses.

10. INDEMNIFICATIONS and INSURANCE. The City shall not be liable to the Golf Professional for any loss or damage of property or merchandise owned by the Golf Professional located on property owned by the City. The Golf Professional shall be

responsible for obtaining insurance to cover such loss or damage as well as general liability insurance coverage in an amount satisfactory to the City, which insurance policy shall also include the City for the purpose of receiving prior notice of the cancellation or non-renewal of the policy.

11. TERMINATION.

a. Either party may terminate this agreement through non-renewal of the agreement by giving written notice to the other party at least thirty (30) days prior to the expiration of the term;

b. If the Golf Professional violates any of the provisions of this agreement, the City may immediately terminate this agreement for cause, by giving written notice to the Golf Professional, without further obligation except to pay the Golf Professional for compensation and net income earned prior to the date of the termination of this contract; and

c. Upon termination, the Golf Professional will promptly remove all personal property of the Golf Professional from the clubhouse and course at Duck Creek Golf Course. Any property or belongings of the Golf Professional remaining in the clubhouse or on Duck Creek Golf Course more than thirty (30) days after the date of termination shall be deemed abandoned by the Golf Professional and shall become the property of the City.

12. NOTICE. Any notice, request, approval or consent required under this agreement shall be given in writing and shall be delivered in person or mailed by certified mail at the address set forth herein or as a party has subsequently directed by written notice.

11. LAW. This agreement is made under and shall be governed by the laws of the State of Iowa.

12. This agreement sets forth the entire agreement between the parties hereto. This agreement cannot be changed or amended other than by in writing, signed and executed by both parties.

13. At the end of each golf season, there will be a review of the terms of the contract. However, Davenport Parks and Recreation has the ability to terminate this agreement with a thirty day notice.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions between them.

ACCEPTED AND AGREED TO THIS 13th DAY OF February, 2019.

BY: _____

Matthew Hasley, Golf Pro

Attest : _____

Troy A Evans, Witness

BY: _____

Frank Klipsch, Mayor

ATTEST: _____

Brian Krup, Deputy City Clerk

SEAL OF THE CITY OF DAVENPORT PLURIBUS IOWA

AGREEMENT BETWEEN
CITY OF DAVENPORT AND GOLF PROFESSIONAL

This agreement, made and executed this 13th day of February 2019, between the City of Davenport, Iowa, (hereinafter referred to as "City") and Brant McGivern, (hereinafter referred to as "Golf Professional.")

WHEREAS, the City of Davenport, Iowa, operates a public golf course and desires to establish a relationship with a Professional Golfers' Association (PGA) certified golf professional in order to offer golfers a wide range of services including group lessons, individual instruction, video taping, handicapping and a complete line of golf equipment and attire; and

WHEREAS, Brant McGivern is a competent golf professional willing and able to provide those services to the City of Davenport who desires an exclusive right to provide such services in cooperation with the City of Davenport; and

WHEREAS, the public welfare, comfort and convenience of the residents of the City of Davenport will be served and the public facilities of the golf course will be enhanced by the establishment of an agreement between the parties to provide the services of a golf professional in conjunction with the operation of the City's public golf course.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. TERM. The City hereby agrees to retain the services of the Golf Professional for a one year period beginning when executed, and ending on the 31st day of December of said year.

2. RENEWAL. This agreement shall automatically renew for an additional term of one (1) year unless written notice of termination is given by either party to the other at least thirty (30) days prior to the end of the term.

3. CONTRACT FEE. The City shall pay to the Golf Professional $52,829.43 Payments will be made on a bi-weekly basis commencing on March 15th, and ending after 34 weeks (eight months) of service. The city will pay ½ COBRA premium for a single coverage for Four months after each season ends.

4. REVENUE. The Golf Professional shall be entitled to retain all gross receipts received from giving golf lessons.

5. DUTIES OF GOLF PROFESSIONAL. The Golf Professional shall provide the following services at Red Hawk Golf Course:

    a. Offer and provide golf instruction, lessons and teaching to the general public on the premises of Red Hawk Golf Course for compensation by those receiving the instruction, lessons, and teaching;

b. Provide and offer for sale typical pro shop merchandise and operate the pro shop at Red Hawk Golf Course on a daily basis; the Golf Professional shall not make purchases with nor pledge the credit of the City in order to make purchases;

c. Initiate and promote golf activities at Red Hawk Golf Course.

d. Assist in the planning and operation of special events at Red Hawk Golf Course;

e. Devote adequate time and attention to the duties set forth in this agreement, and use his best efforts to promote the interests and welfare of the City and will not engage in any business not contemplated by or within the scope of this agreement;

f. Conduct himself at all times and in all matters in accordance with the standards accepted for golf professionals as established by the Professional Golfers' Association;

g. Render such professional advice, opinions, assistance and services when requested by the City;

h. Have and maintain a Class "A" Head Professional PGA certification and maintain his membership in good standing with the PGA during this agreement;

i. Cooperate with the Parks and Recreation Department of the City to promote the enjoyable use and operation of the City's golf courses by regularly attending meetings, some of which may include department-wide meetings;

j. Ensure that renters of motorized golf cars are qualified and knowledgeable in the operation of such cars and shall enforce all rules and regulations regarding the safe operation of said cars;

k. Assist with the daily cleaning and maintenance of the motorized golf car rental fleet;

l. Organize and conduct tournaments, leagues, outings and a junior golf program in cooperation with the Parks and Recreation Department;

m. Pay any and all sales or other taxes that may be levied on any services provided under this agreement, except taxes related to car rentals which are payable by the City;

n. Not construct, remodel or reconstruct any part of the buildings and fixtures located on the City's golf courses without receiving prior written permission from the Director of the Parks and Recreation Department;

o. The Golf Professional does not have express authority to contract on behalf of the City to any third party and shall not enter into any contract or otherwise bind the City in any way without the express written authorization from the City. Any contracts that the Golf Professional enters into without the City's authority

will not be binding on the City, and the Golf Professional shall defend, indemnify and hold the City harmless against any claims or loss alleged as a result of a breach of this provision;

p. Execute site leadership, in the absence of Golf Manager and Superintendent of Revenue Facilities, to resolve all issues, including, but not limited to, effective facility functioning and customer experience; and

q. Handle and make every possible attempt to solve customer complaints and problems to provide the best customer service.

6. DUTIES OF CITY. The City shall:

a. Allow space within the clubhouse at Red Hawk Golf Course in which the Golf Professional shall operate a pro shop adequate and customary for the season. Such space shall include the provision of built-in fixtures, shelves, utilities and local telephone service;

b. Secure and provide a sufficient number of motorized golf cars for rental by the Golf Professional to patrons of the golf courses to meet the needs of the public;

c. Operate and maintain the golf courses in a manner that will encourage maximum availability and utilization by the public;

d. Cooperate with the Golf Professional to promote the most efficient and enjoyable use of the golf courses; and

e. Shall collect all revenues, except those related to the provision of golf lessons and teaching and concessions.

7. OTHER TERMS.

a. The golf season at the City's golf courses shall be determined by the Director of the Parks and Recreation Department, in consultation with the Golf Operations Manager and the Golf Professional, but the Director shall make the final determination;

b. In the event the Golf Professional is permanently disabled from being a Golf Professional during the term of this agreement due to physical or mental disability, then and in that event this agreement shall terminate and the Golf Professional shall only be entitled to be paid for amounts due and owing to the date of termination due to his disability;

c. The Golf Professional is a temporary full-time employee and will be covered by the City's workers compensation and health insurance plans. The Golf Professional will not be eligible holiday, vacation or sick leave.

d. The Golf Professional shall comply with all provisions of the Child Labor Deterrence Act.

e. The Golf Professional covenants and warrants that he has no personal or financial interest, direct or indirect, which would in any manner conflict with the performance of services covered by this agreement and he will not engage in any business not contemplated by or within the scope of this agreement; and

f. The Golf Professional shall have the exclusive right and privilege to provide the services covered by this agreement on the City's golf courses.

8. INDEMNIFICATIONS and INSURANCE. The City shall not be liable to the Golf Professional for any loss or damage of property or merchandise owned by the Golf Professional located on property owned by the City. The Golf Professional shall be responsible for obtaining insurance to cover such loss or damage as well as general liability insurance coverage in an amount satisfactory to the City, which insurance policy shall also include the City for the purpose of receiving prior notice of the cancellation or non-renewal of the policy.

9. TERMINATION.

   a. Either party may terminate this agreement through non-renewal of the agreement by giving written notice to the other party at least thirty (30) days prior to the expiration of the term;

   b. If the Golf Professional violates any of the provisions of this agreement, the City may immediately terminate this agreement for cause, by giving written notice to the Golf Professional, without further obligation except to pay the Golf Professional for compensation and net income earned prior to the date of the termination of this contract; and

   c. Upon termination, the Golf Professional will promptly remove all personal property of the Golf Professional from the clubhouse and course at Red Hawk Golf Course. Any property or belongings of the Golf Professional remaining in the clubhouse or on Red Hawk Golf Course more than thirty (30) days after the date of termination shall be deemed abandoned by the Golf Professional and shall become the property of the City.

10. NOTICE. Any notice, request, approval or consent required under this agreement shall be given in writing and shall be delivered in person or mailed by certified mail at the address set forth herein or as a party has subsequently directed by written notice.

11. LAW. This agreement is made under and shall be governed by the laws of the State of Iowa.

12. This agreement sets forth the entire agreement between the parties hereto. This agreement cannot be changed or amended other than by in writing, signed and executed by both parties.

13. At the end of each golf season, there will be a review of the terms of the contract. However, Davenport Parks and Recreation has the ability to terminate this agreement with a thirty day notice.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions between them.

ACCEPTED AND AGREED TO THIS 13th DAY OF February, 2019.

BY: _____

Brant McGivern, Golf Pro

ATTEST: _____

Troy A Evans, Witness

BY: _____

Frank Klipsch, Mayor

ATTEST: _____

Brian Krup, Deputy City Clerk