

PLAN AND ZONING COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, JANUARY 5, 2021; 5:00 PM

COUNCIL CHAMBERS CITY HALL , 226 WEST 4TH STREET

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.

COMBINED PUBLIC HEARING AND REGULAR MEETING AGENDAS

PUBLIC HEARING AGENDA

I. New Business

- A. 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].

II. Next Public Hearing: 1/19/2021

REGULAR MEETING AGENDA

I. Roll Call

II. Report of the City Council Activity

III. Secretary's Report

- A. Consideration of the December 22, 2020 meeting minutes.

IV. Report of the Comprehensive Plan Committee

V. Zoning Activity

A. Old Business

B. New Business

- i. Case REZ20-07: Request of Gravert Auto Sales LLC to rezone 1435 West Locust Street from C-1 Neighborhood Commercial District to C-3 General Commercial District to permit a vehicle dealership [Ward 4].

VI. Subdivision Activity

A. Old Business

B. New Business

- i. Case F20-14: 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 N Clark Street. [Ward 2]

VII. Future Business

VIII. Communications

IX. Other Business

X. Adjourn

City of Davenport
Plan and Zoning Commission

Department: DNS
Contact Info: Matt Werderitch 563.888.2221

Date
1/5/2021

Subject:

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].

Recommendation:

No recommendation at this time. A formal recommendation will be made at the January 19, 2021 Plan and Zoning Commission meeting.

Background:

Comprehensive Plan:

Within Existing Urban Service Area: Yes

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.

Technical Review:

City Departments are reviewing the proposed Zoning Map Amendment Application. Further comments will be provided at the January 19, 2021 Plan and Zoning Commission meeting.

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.

Staff will apprise the Commission of any correspondence at the January 19, 2021 Plan and Zoning Commission Public Hearing.

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 use.

ATTACHMENTS:

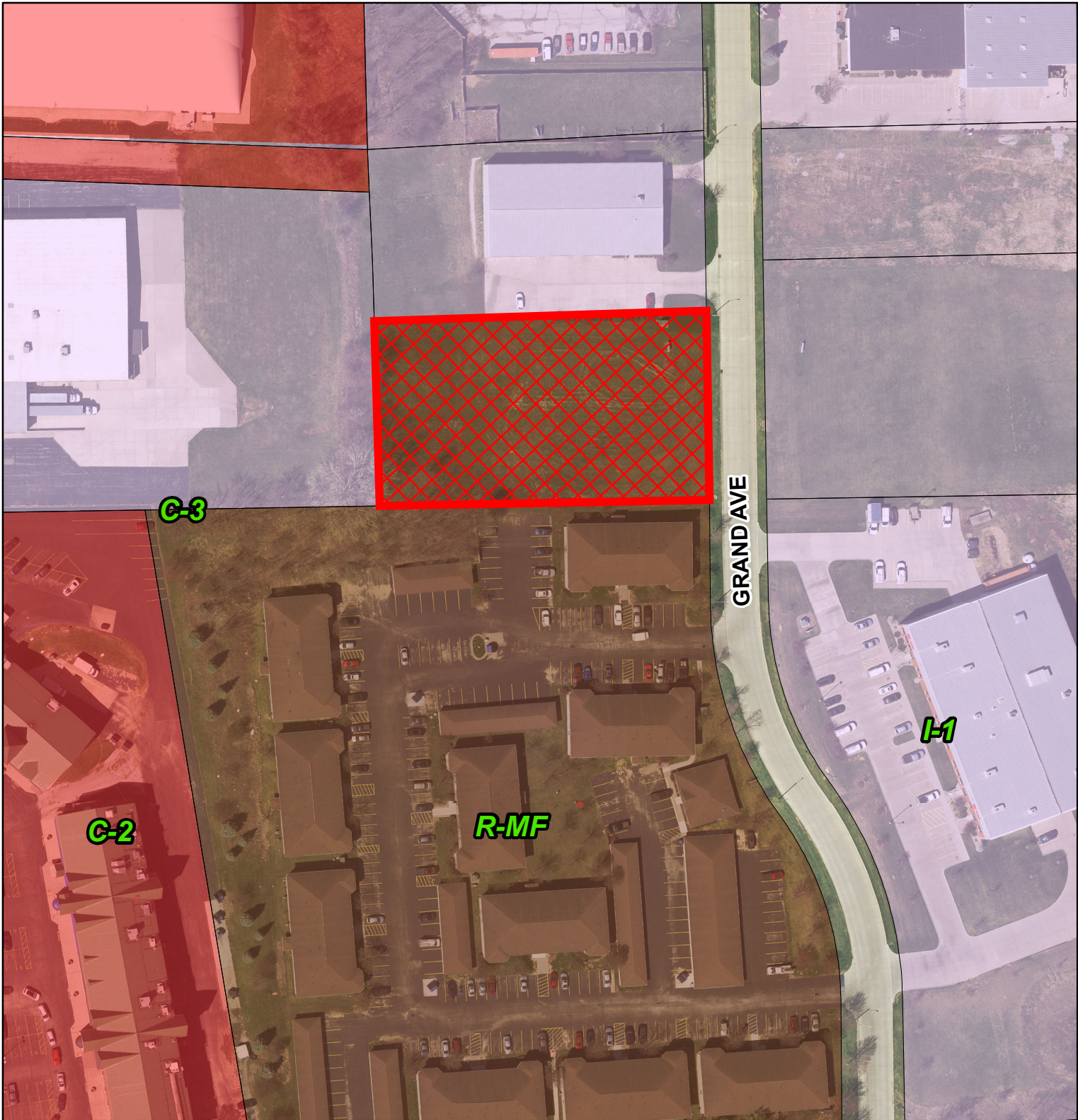
Type	Description
▢ Backup Material	Zoning Map
▢ Backup Material	Future Land Use Map
▢ Backup Material	Photos-Existing Site
▢ Backup Material	Application
▢ Backup Material	Concept Plan
▢ Backup Material	Public Hearing Notice
▢ Backup Material	Ordinance No. 2019-102

Staff Workflow Reviewers**REVIEWERS:**

Department	Reviewer	Action	Date
Community Planning & Economic Development	Werderitch, Matt	Approved	12/30/2020 - 9:25 AM

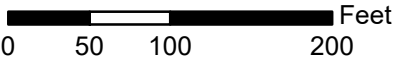
Zoning Map Amendment (Rezoning) Request

REZ20-08 5000 Grand Avenue



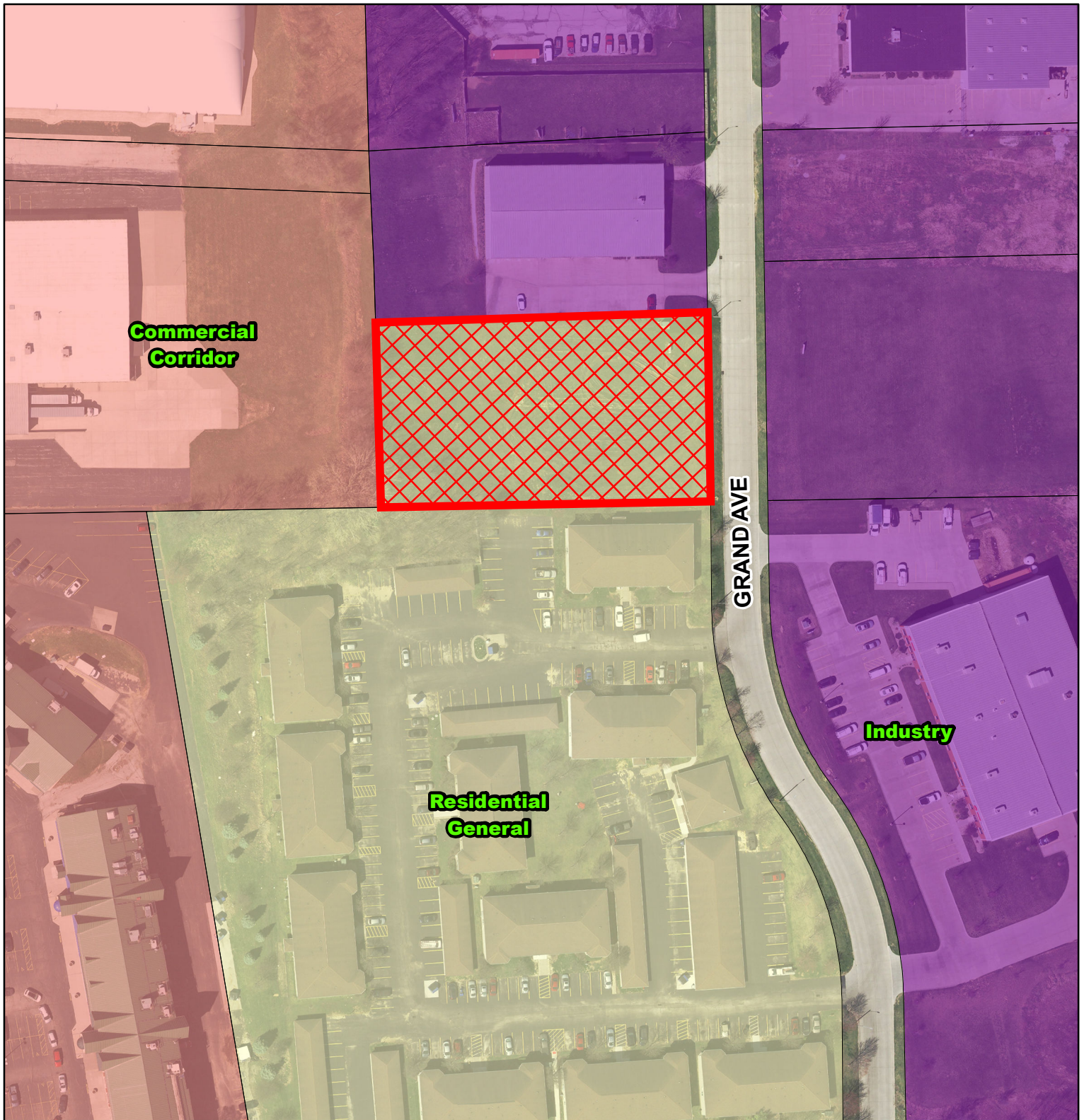
R-MF Multi-Family to I-1 Light Industrial

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.



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.

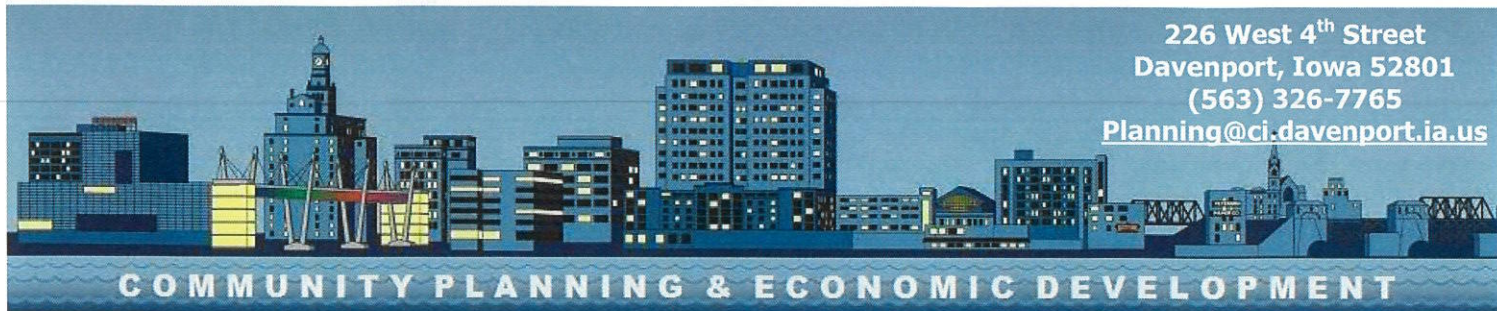
0 50 100 200 Feet



Zoning Map Amendment (Rezoning) Request

REZ 20-08 5000 Grand Avenue





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* 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

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 ☐

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

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 ☐

Engineer (if applicable)

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

Historic Preservation Commission

Certificate of Appropriateness ☐
Landmark Nomination ☐
Demolition Request ☐

Architect (if applicable)

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

Administrative

Administrative Exception ☐
Health Services and Congregate Living Permit ☐

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

****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:

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

Total Land Area: 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:

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.



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

-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

Mediacom Communications Corporation
1 Mediacom Way • Mediacom Park, NY 10918 • 845-443-2600

**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:		Subsq 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

Directions: 53rd Street south on Grand Avenue

Branded V Tour

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

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

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

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:	

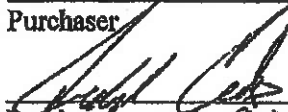
This information is deemed reliable, but not guaranteed. Copyright: 2019 RMLS Alliance

AGREEMENT FOR SALE OF COMMERCIAL REAL ESTATE

THIS IS A BINDING REAL ESTATE CONTRACT

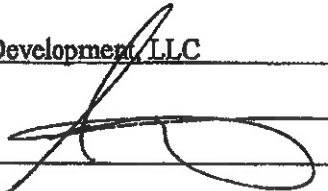
MCC Iowa, LLC

Purchaser


Purchaser Todd Curtis, Grand 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, 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: *CD*
 AD

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.

[Signature] 11/18/2020
Purchaser Date

[Signature] 11-30-20
Seller Date

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:
[Signature] 11/18/2020
Purchaser Date

Executed by Seller:
[Signature] 11-30-20
Seller Alejandro Mayorga 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:

CE

AW

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: *MM Development, LLC*
TOBS CURTIS

Dated: *11/18/2020*

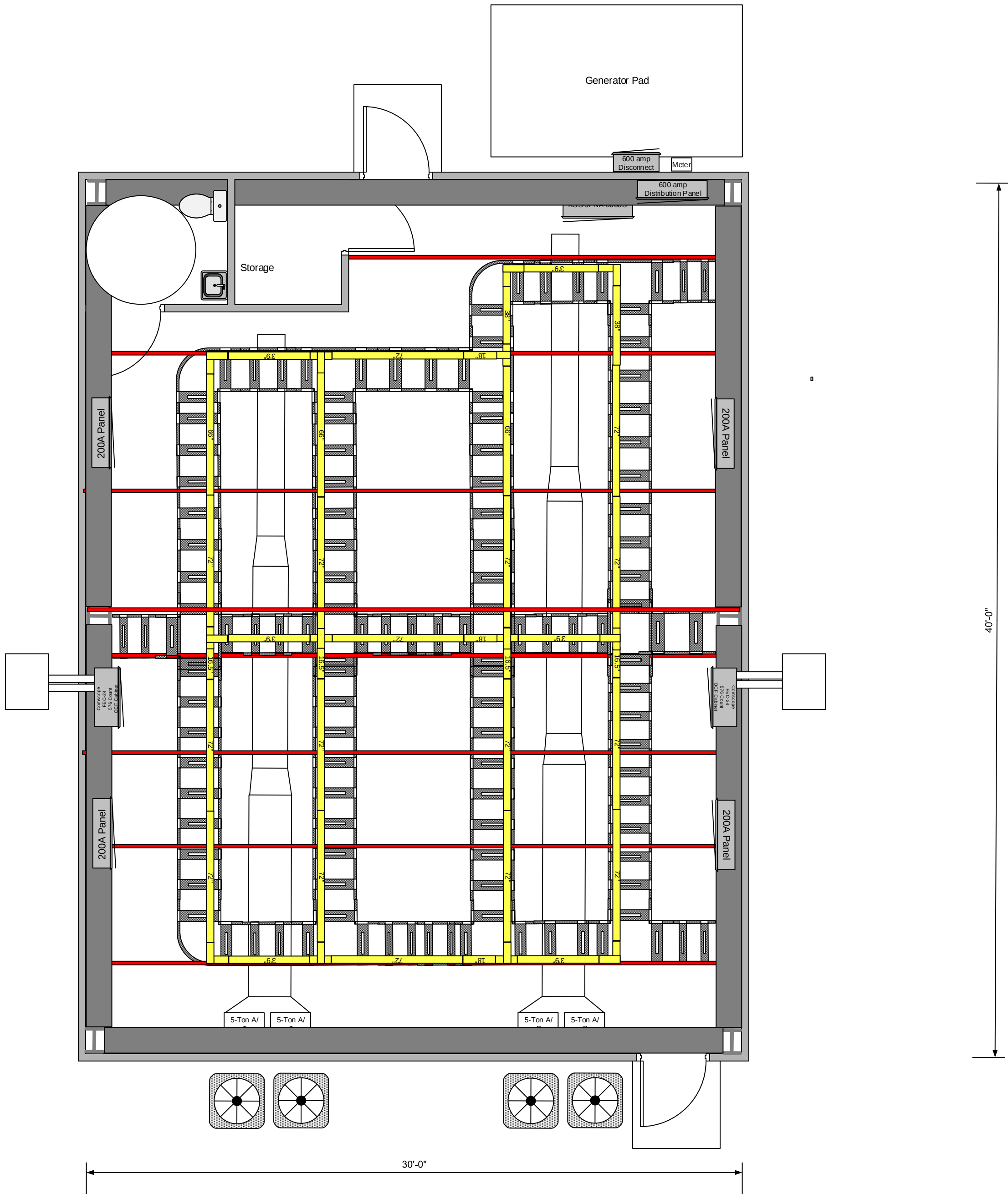
Seller: *Mediacom*
Alexandro Mayorga - member

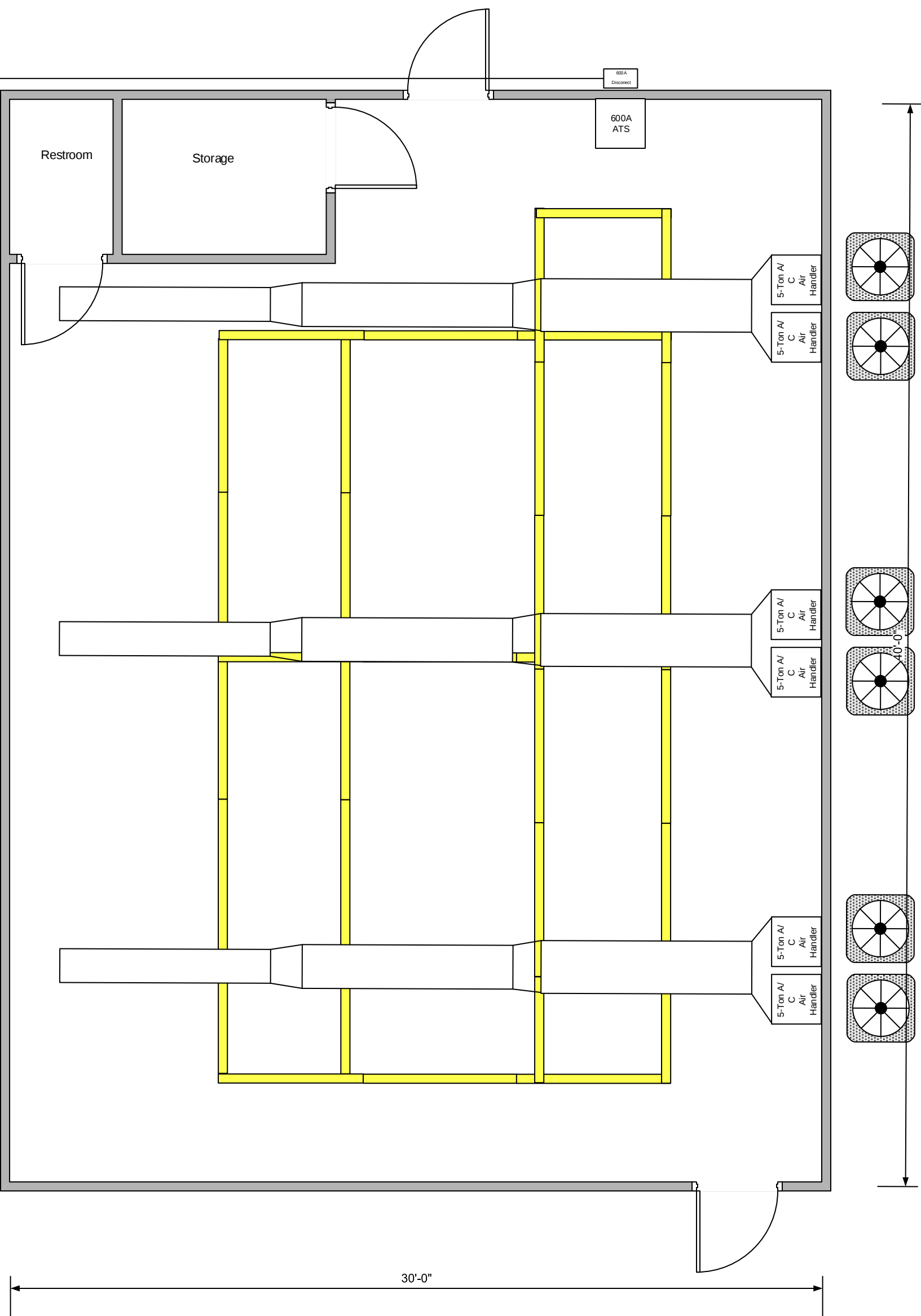
Dated: *11-30-20*

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

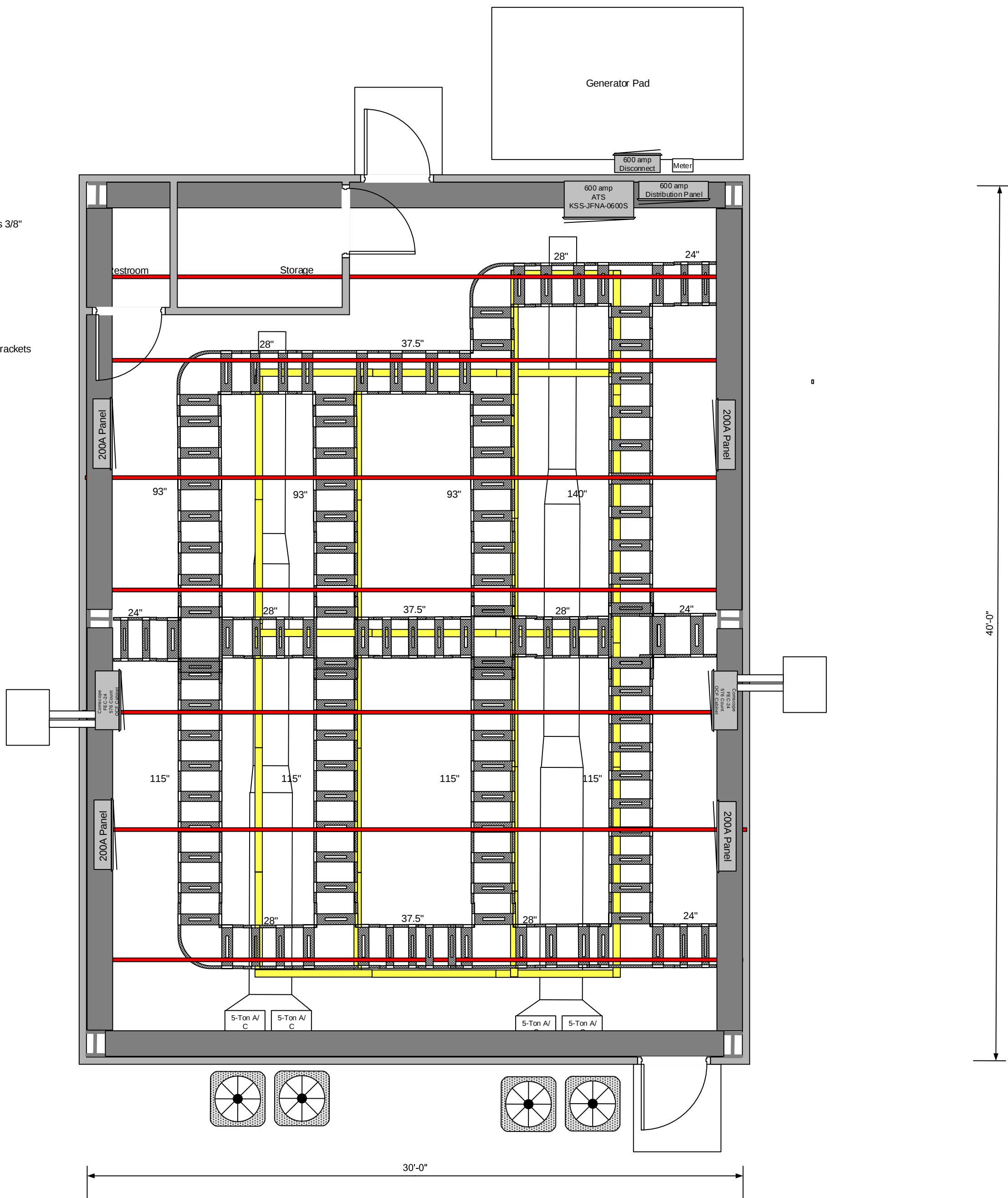
Proposed Communications Building
Example Elevations







- 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





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

ST AMBROSE UNIVERSITY
518 W LOCUST ST
DAVENPORT IA 52803

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



ORDINANCE NO. 2019-102

ORDINANCE for Case REZ19-01 being the request of Bradley Matthews to rezone approximately 1.1 acres located at 5000 Grand Avenue from I-1 Light Industrial District to R-MF, Residential Multifamily District [Ward 7].

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 "R-MF, Residential Multifamily 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. This property is located on the boundary between R-MF and I-1 Zoning.
2. The proposed rezoning will not significantly add traffic to Grand Avenue.
3. Zoning this property R-MF will allow for construction of apartment units in close proximity to employment opportunities.
4. No single family neighborhoods are in the vicinity and thus, none will be impacted.

Condition:

That the City Council is requested to pass a resolution assigning a Future Land Use Designation of RG, Residential General to this property and assigning either I, Industry or RG, Residential General designations to other nearby properties overlooked in the 2016 Comprehensive Plan.

Section 3. At its February 19, 2019 meeting, the Plan and Zoning Commission voted to forward the case to the City Council with a recommendation to approve.

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 March 13, 2019

Second Consideration March 27, 2019

Approved March 27, 2019

Attest:

Brian Krup

Brian Krup, Deputy City Clerk

Frank Klipsch

Frank Klipsch, Mayor

Published in the *Quad City Times* on April 2, 2019



City of Davenport
Plan and Zoning Commission

Department: DNS
Contact Info: Matt Werderitch 563.888.2221

Date
1/5/2021

Subject:
Consideration of the December 22, 2020 meeting minutes.

Recommendation:
Approve the minutes.

ATTACHMENTS:

Type	Description
▢ Backup Material	Meeting Minutes

Staff Workflow Reviewers

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Werderitch, Matt	Approved	12/31/2020 - 2:08 PM

MINUTES

PLAN AND ZONING COMMISSION MEETING

CITY OF DAVENPORT, IOWA
TUESDAY, DECEMBER 22, 2020; 5:00 PM
COUNCIL CHAMBERS, CITY HALL 226 WEST 4TH STREET

A partially electronic meeting was held because a fully "in person" meeting is impractical due to the concerns for the health and safety of Commission members, staff and the public presented by COVID-19 and to follow the Governor's proclamation and 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.

PUBLIC HEARING AGENDA

I. Roll Call

Present: Schneider, Lammers, Medd, Johnson, Tallman, Inghram, Hepner,
Brandsgard, Reinartz, Maness, Garrington
Staff: Berkley, Werderitch

I. New Business

- A. Case REZ20-07: Request of Gravert Auto Sales, LLC to rezone 1435 West Locust Street from C-1 Neighborhood Commercial District to C-3 General Commercial District to permit a vehicle dealership [Ward 4].

Werderitch provided an overview of the case. Jason Gravert was present and gave comments. No members of the public spoke. With no comments, the public hearing closed.

II. Next Public Hearing: 1/05/2021

REGULAR MEETING AGENDA

I. Roll Call

Present: Schneider, Lammers, Medd, Johnson, Tallman, Inghram, Hepner,
Brandsgard, Reinartz, Maness, Garrington
Staff: Berkley, Werderitch

II. Report of the City Council Activity: None

III. Secretary's Report

Consideration of the December 1, 2020 Meeting Minutes.

Motion by Tallman, second by Hepner to approve the December 1, 2020 meeting minutes. Motion to approve was unanimous by voice vote.

IV. Report of the Comprehensive Plan Committee: None

V. Zoning Activity

A. Old Business

B. New Business: None

VI. Subdivision Activity

A. Old Business

- i. Case F20-12: Request of Park Place Five LLC for a Final Plat of Park Place Apartments Third Addition for a one lot subdivision on 0.97 acres, more or less, located at 5601 Eastern Avenue. [Ward 8]

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.

Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case F20-12 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.

Motion by Hepner, second by Tallman to approve Case F20-12. Motion to approve was unanimous by voice vote.

B. New Business: None

VII. Future Business:

Staff received a subdivision plat application for Hugo First Addition, bounded by North Clark Street and the railroad tracks. The plat is to establish a 72,815 SF lot to

the east of North Clark Street. The application is currently under technical review. This item will appear at the January 5, 2021 Plan and Zoning Commission meeting.

Staff has received a zoning application to rezone 5000 Grand Avenue from R-MF Multi-Family Residential District to I-1 Light Industrial District. The purpose is to allow for construction of a communications building to house and operate electronics and fiber optic cable. The application is currently under technical review with the Public Hearing scheduled for January 5, 2021.

VIII. Communications: None

IX. Other Business: None

X. Adjourn

The meeting adjourned at 5:20 pm

XI. NEXT MEETING: January 5, 2021

City of Davenport
Plan and Zoning Commission

Department: DNS
Contact Info: Matt Werderitch 563.888.2221

Date
1/5/2021

Subject:

Case REZ20-07: Request of Gravert Auto Sales LLC to rezone 1435 West Locust Street from C-1 Neighborhood Commercial District to C-3 General Commercial District to permit a vehicle dealership [Ward 4].

Recommendation:

Staff recommends Case REZ20-07 be forwarded to the City Council with a recommendation for denial.

Findings:

1. The City made a deliberate decision to not allow vehicle dealerships in the C-1 Neighborhood Commercial District under the new Zoning Ordinance.
2. The proposed C-3 General Commercial District is incompatible with the zoning of nearby property.
3. The existing C-1 Neighborhood Commercial District is compatible with the established neighborhood character. The size and scale of commercial properties in this area, its close proximity to residential properties, and the adjacent roadway classification make C-1 Neighborhood Commercial Zoning District compatible and consistent in this area.
4. Rezoning the property to C-3 General Commercial District creates a nonconformity to the minimum lot area requirements. The subject property is 10,206 SF, which is below the minimum 20,000 SF required in the C-3 General Commercial District.

Background:

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designations:

The property is designated Residential General (RG) and has an Urban Corridor (UC) overlay in the Davenport +2035 Land Use Plan.

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. **Urban Corridor (UC)** - Generally established corridors along major streets marked by mixed use development with commercial uses generally clustered at major intersections and/or transit stops. Urban corridors are mostly fully built-out and redevelopment occurs slowly. Commercial uses in UC generally serve adjacent neighborhoods with goods and services. The character and intensity of Urban Corridors can vary due to street and

surrounding neighborhood characteristics. Therefore, specific corridor and neighborhood plans, and supporting zoning provisions, should be developed to help guide future development decisions.

Zoning:

The property is currently zoned C-1 Neighborhood Commercial Zoning District. The C-1 Neighborhood Commercial Zoning District is intended to provide for commercial uses that predominantly serve the needs of nearby residential neighborhoods, and that are compatible in scale and character with the surrounding residential area. Low intensity mixed-use is encouraged.

Gravert Auto Sales LLC is proposing to rezone the property to C-3 General Commercial Zoning District. This district is intended to accommodate higher-intensity commercial development within the City of Davenport that serves both local and regional markets. The C-3 District addresses medium- and large scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.

Technical Review:

City Departments have reviewed the proposed Zoning Map Amendment and have no further comments.

Public Input:

Letters were sent to property owners within 200 feet of the proposed request notifying them of the December 14, 2020 neighborhood meeting and the December 22, 2020 Plan and Zoning Commission Public Hearing.

To date, staff has not received any responses from adjacent property owners. No one from the public attended the neighborhood meeting or spoke at the Plan and Zoning Commission Public Hearing. Should any correspondence be received prior to the January 5, 2021 Plan and Zoning Commission, staff will provide the information at the meeting.

A Notice of Public Hearing has been published in the Quad City Times.

Discussion:

The petitioner is requesting a rezoning to C-3 General Commercial District to permit a vehicle dealership. There is a 1,344 square foot building containing two garage bays on the .23 acre site. The parking lot is currently in poor condition. A significant portion of the parking lot abutting Fillmore Lane is gravel. The property was previously used as a minor vehicle repair/service establishment.

Why is a Zoning Map Amendment Required?

The Zoning Ordinance does not permit a Vehicle Dealership-Enclosed or a Vehicle Dealership-With Outdoor Storage/Display in the C-1 district. The C-3 General Commercial District classifies a Vehicle Dealership-Enclosed as a permitted use. However, a Vehicle Dealership-With Outdoor Storage/Display is considered a special use, requiring approval from the Zoning Board of Adjustment.

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) and has an Urban Corridor (UC) Overlay in the Davenport +2035 Land Use Plan. The Residential General land use category allows for neighborhood compatible commercial services. Along Urban Corridors, commercial services may increase in intensity depending upon the surrounding neighborhood characteristics. There is single family residential development directly south of the subject property.

West Locust Street is classified as a minor arterial roadway. High intensity uses, such as vehicle dealerships with outdoor display and sales, should be oriented toward a roadway with a higher classification.

It is staff's opinion that the proposed amendment would not be compatible with the Comprehensive Plan.

b. The compatibility with the zoning of nearby property.

Staff Response: Properties abutting West Locust Street and Washington Street are predominately zoned C-1 Neighborhood Commercial District. These lots are smaller in scale and serve the needs of nearby residential neighborhoods. In contrast, the C-3 General Commercial District is intended to accommodate medium and large scale development that serves both local and regional markets. There are no properties south of Locust Street in the City that are zoned C-3 District. The nearest C-3 District is approximately 1.5 miles northeast of the subject property. Therefore, the rezoning of the site to C-3 District would be considered a spot zoning.

It is staff's opinion that the proposed amendment would not be compatible with the zoning of nearby property.

c. The compatibility with established neighborhood character.

Staff Response: The established urban corridor is primarily smaller scale commercial businesses adjacent to residential neighborhoods. The introduction of C-3 General Commercial Zoning District to permit a vehicle dealership with outdoor storage and display may encourage other adjacent property owners to request the same zoning. In addition, there are more intensive land uses that are permitted in the C-3 Zoning District that are not permitted in the C-1 Zoning District.

It is staff's opinion that the proposed amendment would not be 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 City made a deliberate decision to prohibit vehicle dealerships in the C-1 Neighborhood Commercial District under the new Zoning Ordinance. Rezoning the property to permit auto sales with outdoor storage and display contradicts the city-wide planning effort taken in 2019.

It is staff's opinion that the proposed amendment would not promote 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: The .23 acre site contains a 1,344 SF building with two garage bays. Prior to the applicant purchasing the property, a minor vehicle repair and service establishment operated from this location. While under the current Zoning Ordinance, minor vehicle repair and service is considered a special use; this property is considered legal non-conforming and may continue to operate as minor vehicle repair and service.

It is staff's opinion that the property is suitable for the purposes for which it is presently zoned.

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

Staff Response: Rezoning the property to C-3 General Commercial District creates a nonconformity to the minimum lot area requirements. The subject property is 10,206 SF, which is below the minimum 20,000 SF required in the C-3 General Commercial District.

It is staff's opinion that the proposed amendment will create new nonconformities.

ATTACHMENTS:

Type	Description
☐ Backup Material	Aerial Map
☐ Backup Material	Zoning Map
☐ Backup Material	Future Land Use Map
☐ Backup Material	Proximity to C-3 Districts
☐ Backup Material	Site Photos
☐ Backup Material	Application
☐ Backup Material	Neighborhood Meeting Notice
☐ Backup Material	Public Hearing Notice

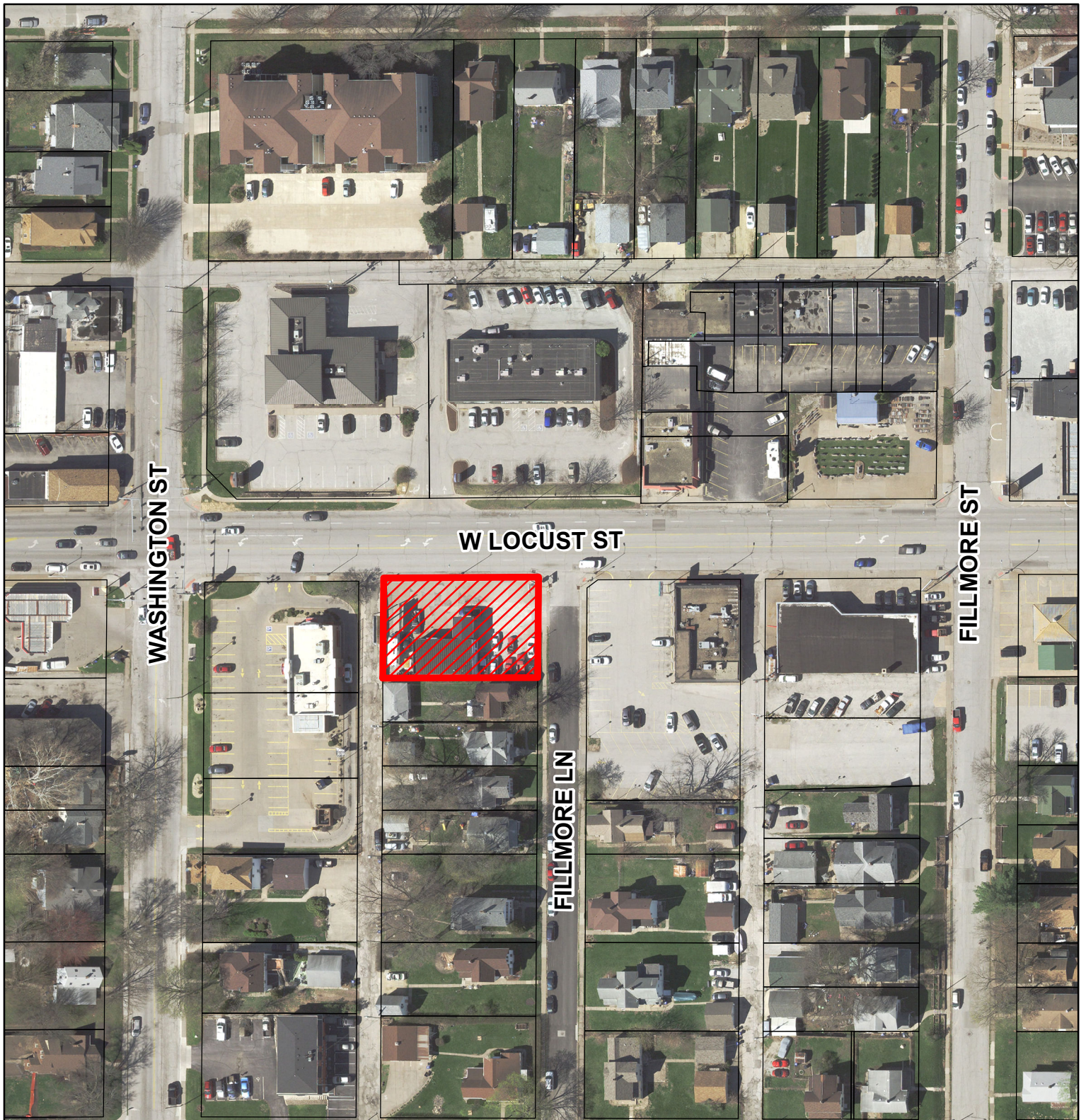
Staff Workflow Reviewers

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Werderitch, Matt	Approved	12/30/2020 - 2:48 PM

Plan and Zoning Commission

REZ 20-07 1435 West Locust Street



Subject Property

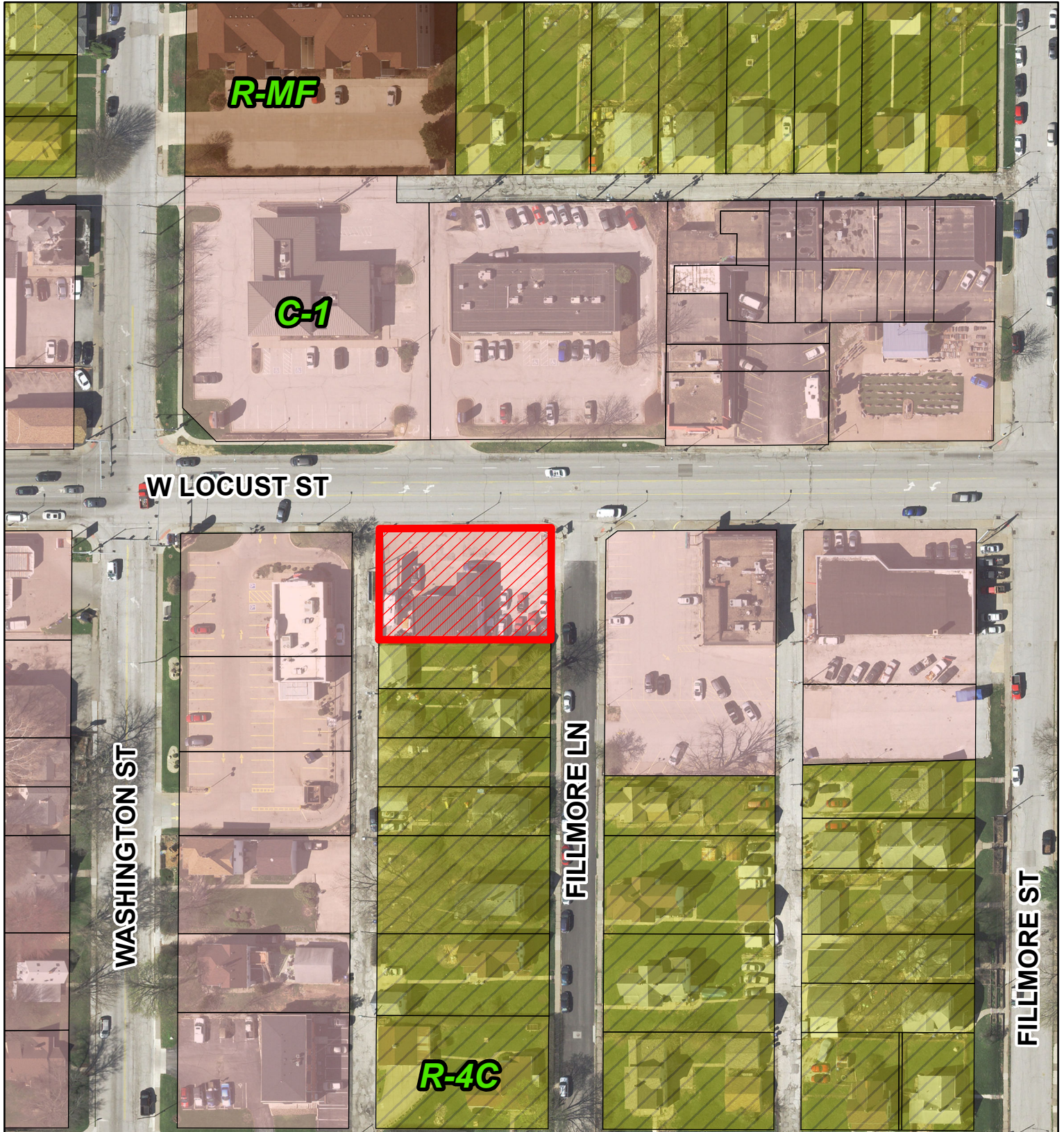
Private parties utilizing City GIS data do so at their own risk.
The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 50 100 200 Feet



Zoning Map Amendment (Rezoning) Request

REZ20-07 1435 West Locust Street



C-1 Neighborhood Commercial to C-3 General Commercial

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.

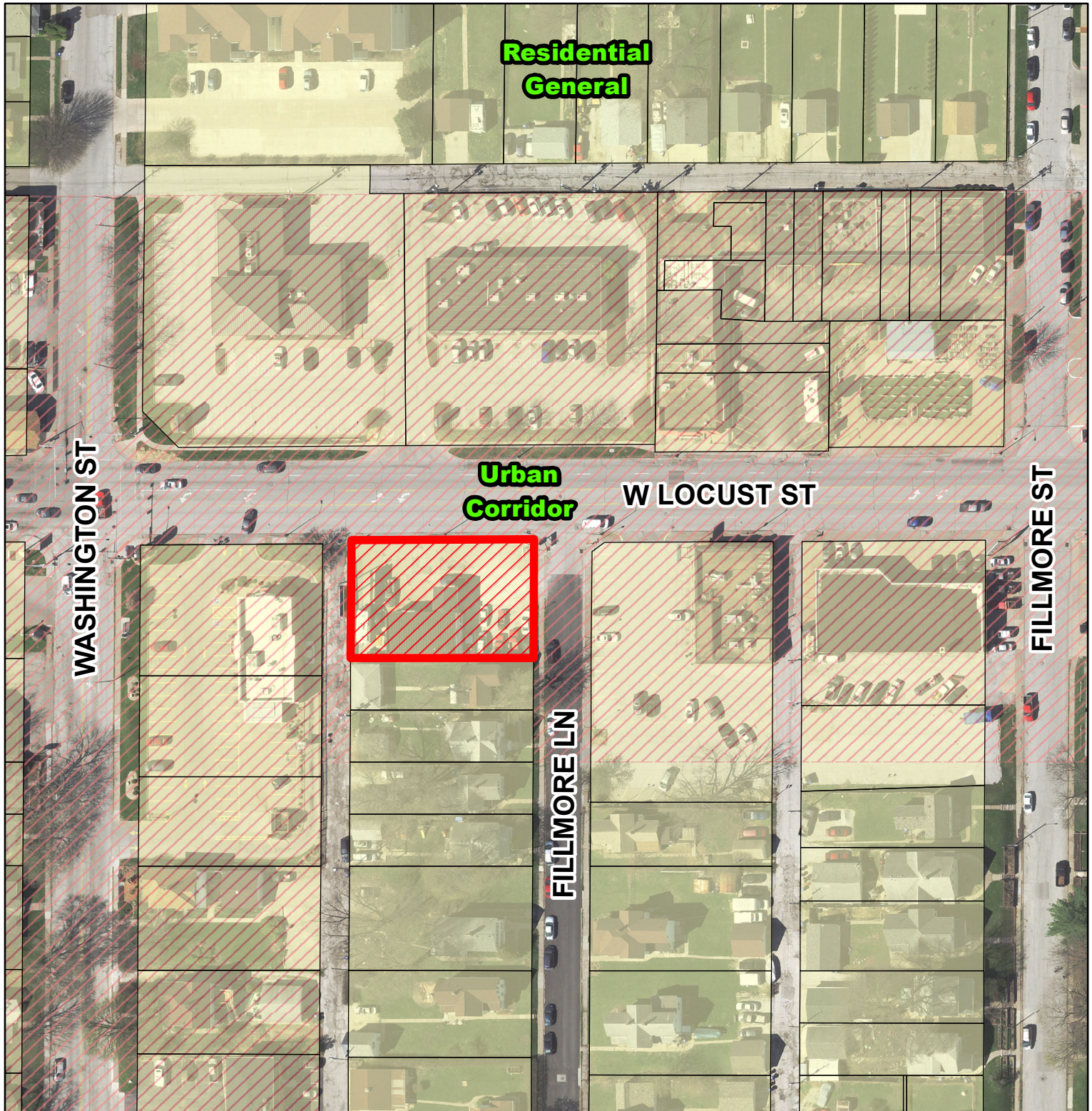
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Zoning Map Amendment (Rezoning) Request

REZ20-07 1435 West Locust Street C-1 to C-3

Future Land Use Map (Davenport +2035)



Subject Property

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.

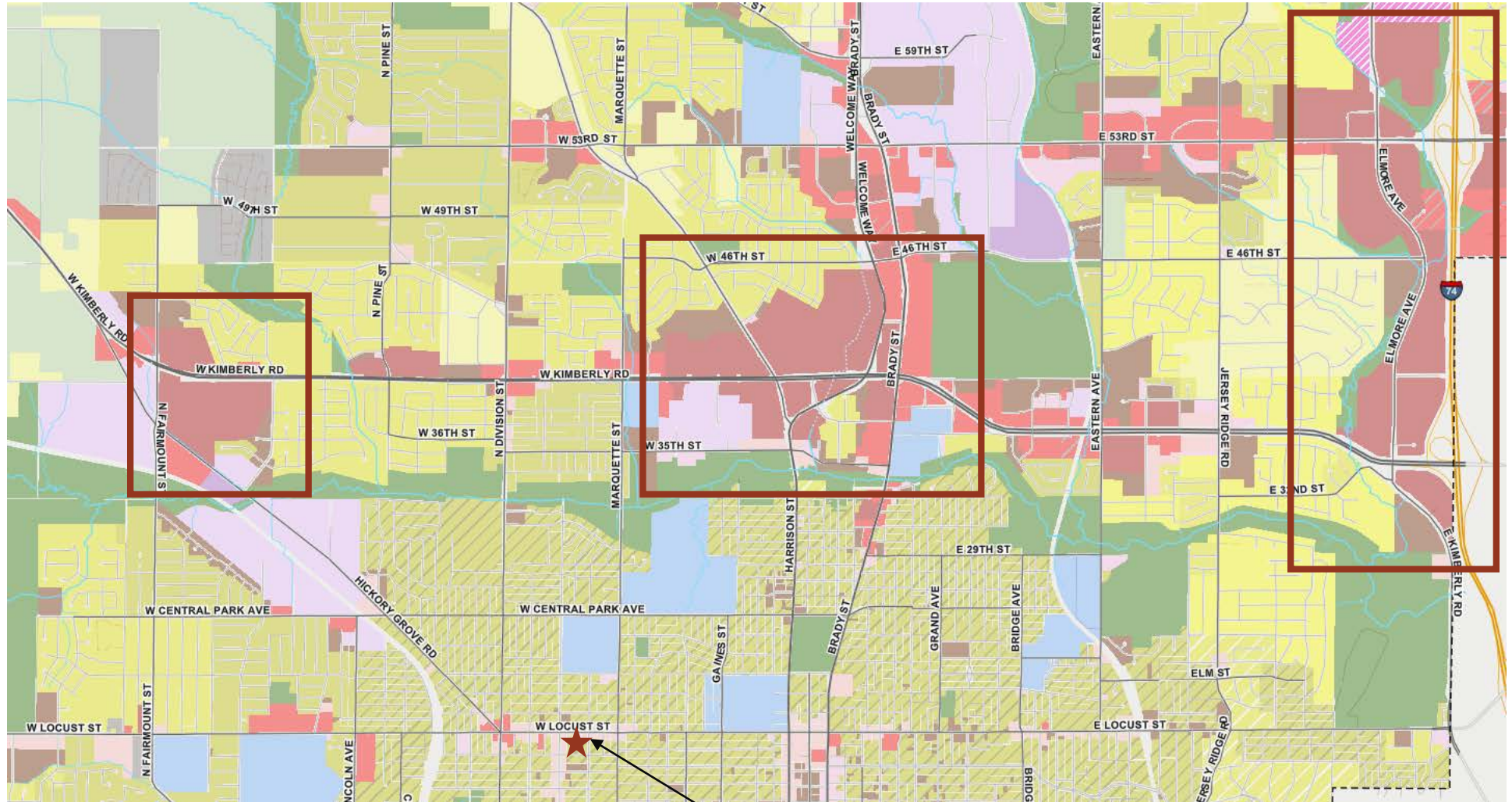
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DAVENPORT
IOWA | USA

- Kimberly Road
- Welcome Way
- 53rd Street
- Elmore Avenue

C-3 District



Subject Property: 1435 W Locust Street

Zoning Map Amendment (Rezoning) Request

REZ 20-07 1435 West Locust Street



Zoning Map Amendment (Rezoning) Request

REZ 20-07 1435 West Locust Street



Scott planning zoning



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:

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 ☐

Owner (if different from Applicant)

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

Zoning Board of Adjustment

Zoning Appeal ☒
Special Use ☒
Hardship Variance ☐

Engineer (if applicable)

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

Design Review Board

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

Architect (if applicable)

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

Historic Preservation Commission

Certificate of Appropriateness ☐
Landmark Nomination ☐
Demolition Request ☐

Attorney (if applicable)

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

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.**

Tom Schebler 324-1387
1414 Locust St
Davenport IA 52804

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:

Planning staff

Date:

Date of the Public Hearing:

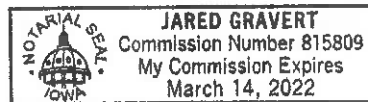
Meetings are held in City Hall Council Chambers located at 226 West 4th Street, Davenport, Iowa.

Authorization to Act as Applicant

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

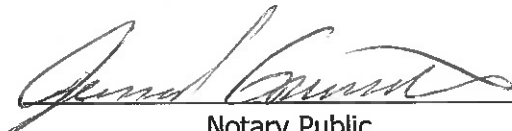

Signature(s)

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

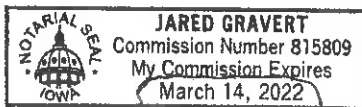


This 16 th day of November 2020

Form of Identification


Notary Public

My Commission Expires:



Doc ID: 022412280001 Type: LAN
Recorded: 07/09/2020 at 04:13:17 PM
Fee Amt: \$187.20 Page 1 of 1
Revenue Tax: \$175.20
Scott County Iowa
Rita A. Vargas Recorder
File 2020-00020202

Preparer Information: Thomas G. Schebler, 1414 W. Locust Street, Davenport, IA 52804;
(563)324-1387
Address Tax Statement: Gravert Auto Sales, LLC, 703 N. Harrison Street, Davenport, IA
52803
Return to: Thomas G. Schebler, 1414 W. Locust Street, Davenport, IA 52804

TRUSTEE WARRANTY DEED
(Inter Vivos Trust)

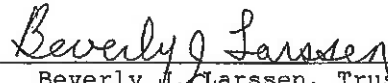
For the consideration of one dollar and other valuable consideration, Beverly J. Larssen, Trustee of The Beverly J. Larssen Trust Dated January 29, 2015, hereby conveys to Gravert Auto Sales, LLC the following real estate situated in Scott County, Iowa, and legally described as follows:

Lot 6 in Block 4 in the Estate of Harvey
Sturdevant, deceased, 2nd Addition (or Sturdevant's
2nd Addition) to the City of Davenport, Scott
County, Iowa.

The grantor hereby warrants that the grantor holds the real estate by title in fee simple, that she has good and lawful authority to sell and convey the real estate and that the real estate is free and clear of all liens and encumbrances.

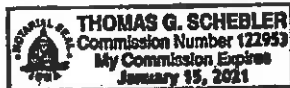
The grantor further warrants to the grantee all of the following: That the trust pursuant to which this transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantee is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

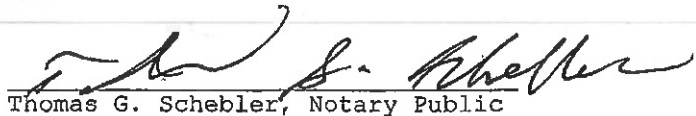
Dated this 1st day of July, 2020.


Beverly J. Larssen, Trustee

STATE OF IOWA; COUNTY OF SCOTT, ss:

On this 1st day of July, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Beverly J. Larssen, to me known to be the identical person named in and who executed the foregoing instrument, and she acknowledged that she executed the instrument as her voluntary act and deed.




Thomas G. Schebler, Notary Public



Neighborhood Meeting Invitation | Plan and Zoning Commission

Date: 12/14/2020 Location: Council Chambers | City Hall | 226 W. 4th ST.

Time: 5:30 PM Subject: Neighborhood meeting for a future rezoning request before the P&Z Commission

YASODA INC
5772 NEW CASTLE LN
BETTENDORF IA 52722

To: All property owners within 200 feet of the subject property located at **1435 W. Locust Street.**

What is this About?

This notice is being sent to inform you that a neighborhood meeting will be held for a rezoning request. The purpose of the rezoning request is to change the property's allowed uses by changing the zoning classification.

Request/Case Description

Case REZ20-07: Request of Gravert Auto Sales LLC to rezone 1435 West Locust Street from C-1 Neighborhood Commercial District to C-3 General Commercial District to permit a vehicle dealership [Ward 4].

What are the Next Steps after the Public Hearing?

This is a neighborhood meeting to discuss the proposed rezoning petition. This is an informal meeting for the applicant to share project details with adjacent property owners. The Plan and Zoning Commission will hold a formal public hearing at their meeting on December 22, 2020. For the specific dates and times of subsequent meetings, please contact the case planner below.

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.

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



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





Public Hearing Notice | Plan and Zoning Commission

Date: 12/22/2020 Location: Council Chambers | City Hall | 226 W. 4th ST.
Time: 5 PM Subject: Public Hearing for a Rezoning Request Before the Plan and Zoning Commission

YASODA INC
5772 NEW CASTLE LN
BETTENDORF IA 52722

To: All property owners within 200 feet of the subject property located at **1435 West Locust Street.**

What is this About?

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Case REZ20-07: Request of Gravert Auto Sales LLC to rezone 1435 West Locust Street from C-1 Neighborhood Commercial District to C-3 General Commercial District to permit a vehicle dealership [Ward 4].

What are the Next Steps after the Public Hearing?

The Plan and Zoning Commission will hold a formal public hearing at their meeting on December 22, 2020. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on January 5, 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.

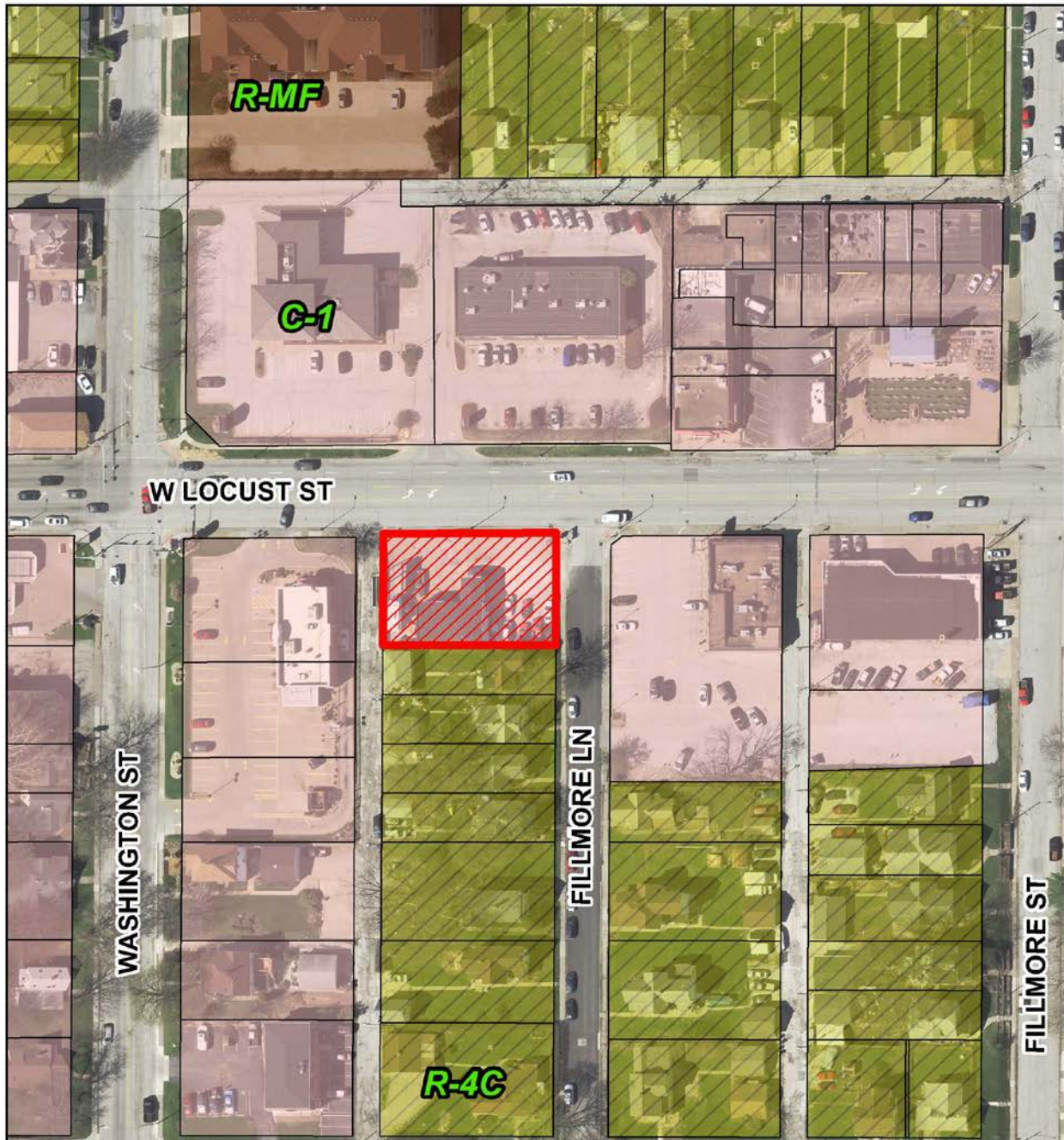
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Zoning Map Amendment (Rezoning) Request

REZ20-07 1435 West Locust Street



C-1 Neighborhood Commercial to C-3 General Commercial

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



City of Davenport
Plan and Zoning Commission

Department: DNS
Contact Info: Laura Berkley, 563-888-3553

Date
1/5/2021

Subject:

Case F20-14: 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 N Clark Street. [Ward 2]

Recommendation:

Staff recommends that the Plan & Zoning Commission accept the listed findings and forward Case F20-14 to the City Council with a recommendation for approval subject to the six listed conditions.

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 N. 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 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.

Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case F20-14 to the City Council with a recommendation for approval subject to the following conditions:

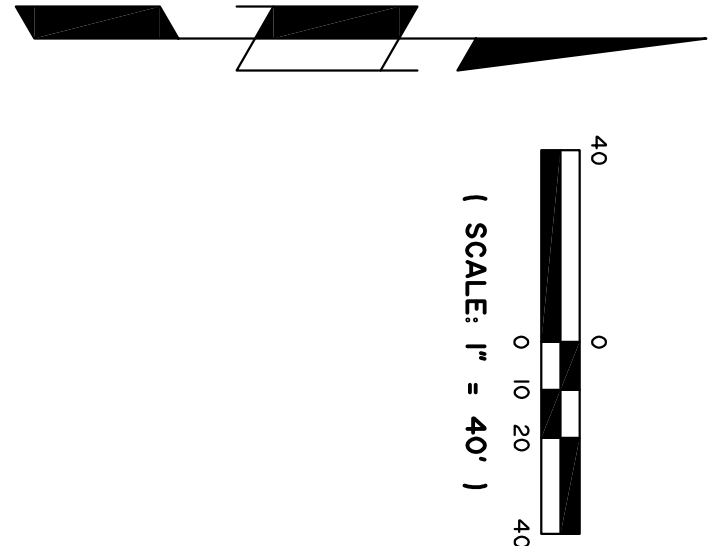
1. That the surveyor signs the plat; and
2. That the utility providers sign the plat when their easement needs have been met.
3. That a an area to allow for a turn-around is dedicated to the City as right of way.
4. That a drainage easement on the east side of Lot 1 be added to maintain the flow of the 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.

ATTACHMENTS:

Type	Description
▢ Backup Material	Final Plat
▢ Backup Material	Current Zoning Map
▢ Backup Material	Future Land Use Map
▢ Backup Material	Application

Staff Workflow Reviewers**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Berkley, Laura	Approved	12/31/2020 - 11:40 AM



LOT AREA	
NO.	SQUARE FEET
1	72,915

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 _____

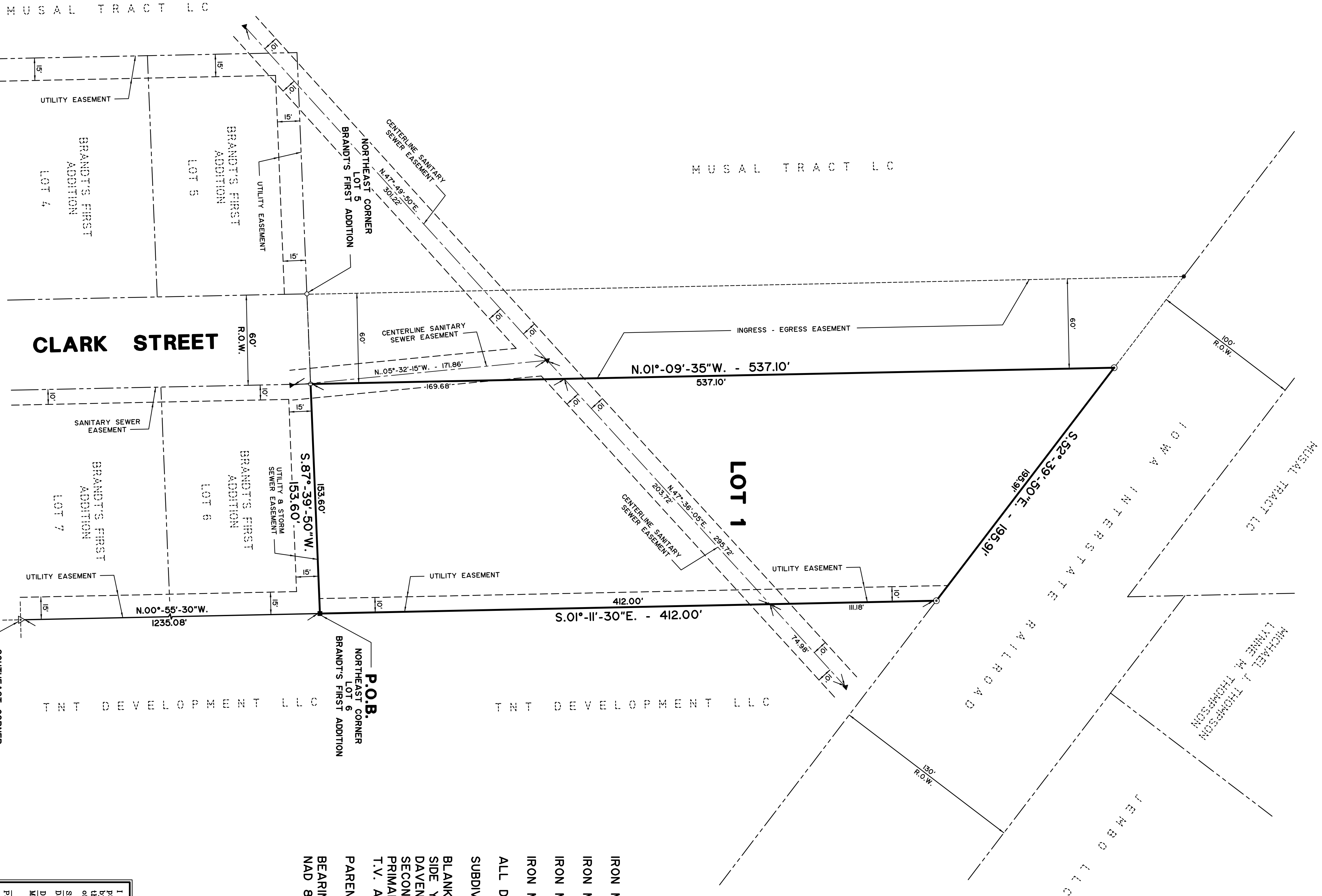
DATE _____

CITY OF DAVENPORT, IOWA

BY _____

ATTEST _____

DATE _____



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.

OWNER - DEVELOPER
MUSAL TRACT LC
3211 EAST 35th STREET COURT
DAVENPORT, IOWA 52807
ATTN: ROB FICK

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 1.67 ACRES, MORE OR LESS.

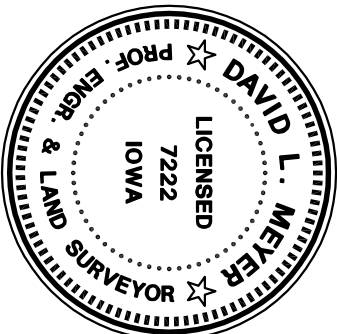
BLANKET UNDERGROUND AND OVERHEAD EASEMENTS GRANTED WITHIN THE MINIMUM WIDTH OF SIDE YARD PROVISIONS OF CHAPTER 17.42 OF THE ZONING ORDINANCE OF THE CITY OF DAVENPORT, IOWA, ALONG THE SIDE LOT LINES OF EACH LOT HEREIN FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSFORMERS, 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).

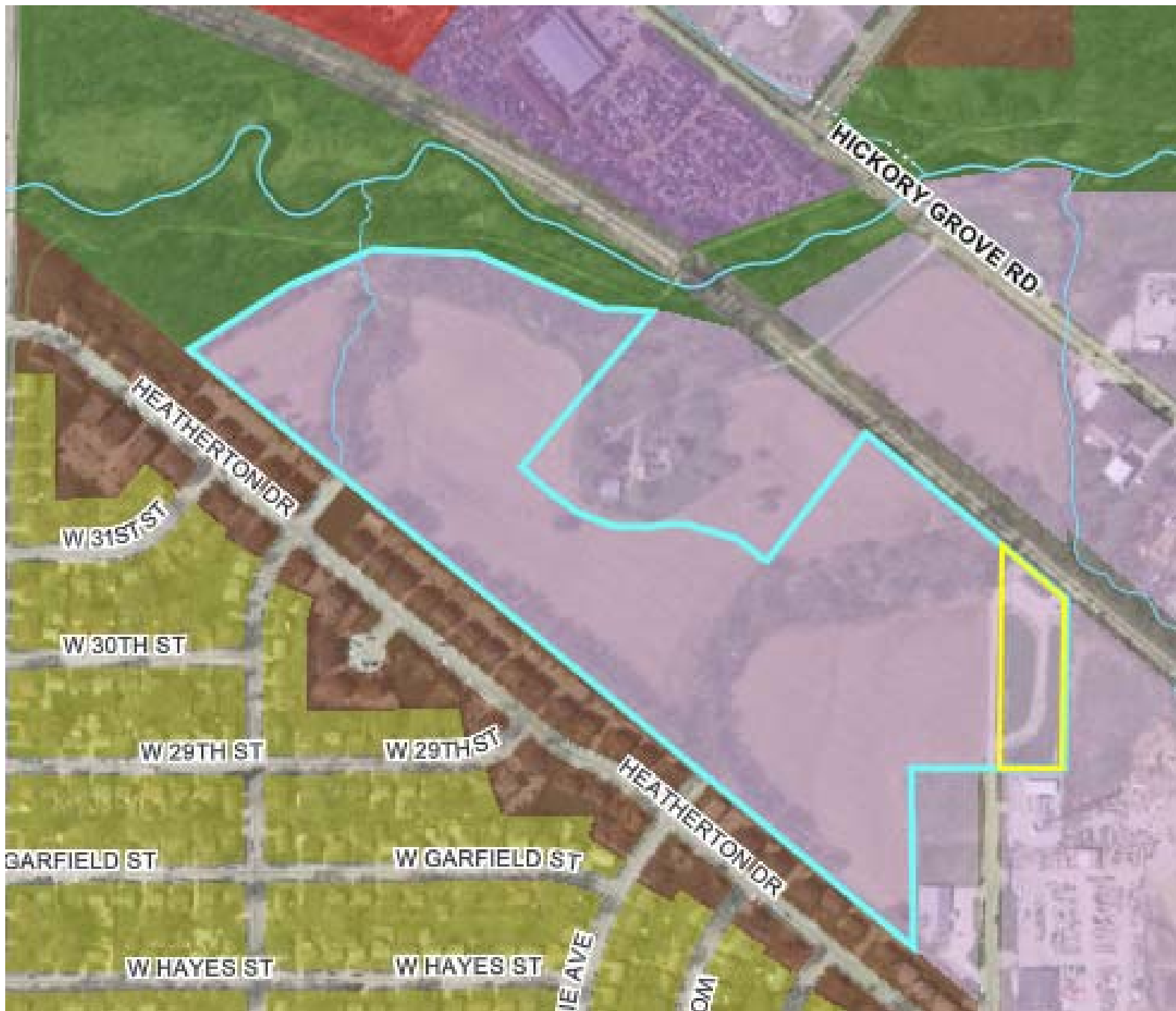
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Iowa.

Signature: _____
David L. Meyer, P.E. & L.S., License Number 7222
Date: **DECEMBER 01, 2020**
My license renewal date is December 31, 2025
THIS SHEET ONLY
Pages or sheets covered by this seal: _____

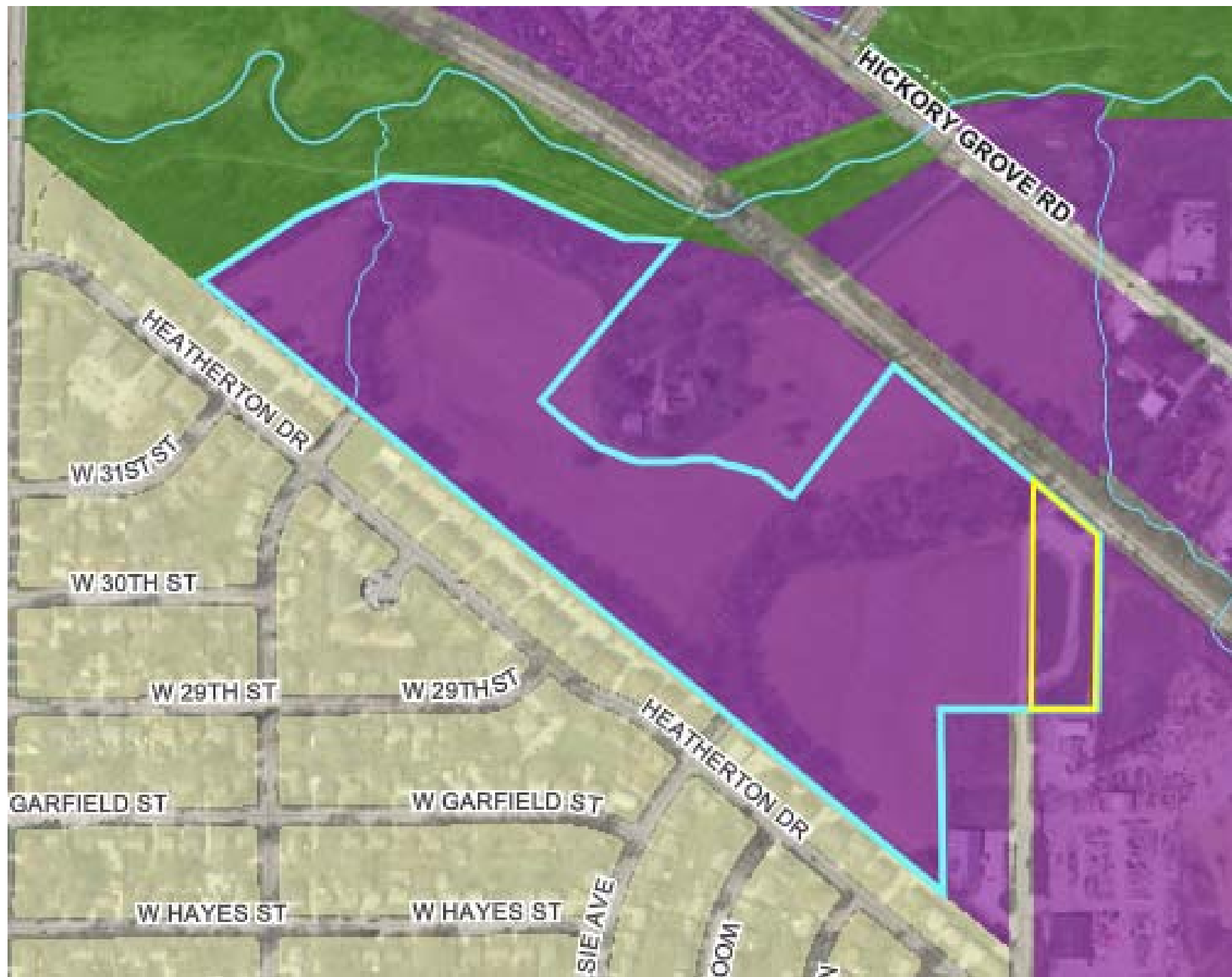


PREPARED BY
KLINGNER & ASSOCIATES
4111 EAST 60th STREET
DAVENPORT, IOWA 52807
PHONE NUMBER: (563) 359 - 1348

Current Zoning



Future Land Use



**CITY OF DAVENPORT
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT (CPED)
SUBDIVISION REFERENCE FILE**

PRELIM / FINAL / PUD (circle the appropriate designation)

SUBDIVISION NAME: HUGO FIRST ADDITION

LOCATION: North end of Clark Street north of Central Park Avenue

DEVELOPER: Name: MUSAL TRACT LC (Rob Fick)
Address: 3211 East 35th Street Court, Davenport, IA 52807
Phone: 563-359-4663 FAX: _____
Mobile Phone: _____ Email: llevetzow@melfosterco.com

ENGINEER: Name: Dave Meyer
Address: 4111 East 60th Street, Davenport, IA 52807
Phone: 563-359-1348 FAX: _____
Mobile Phone: _____ Email: dmeyer@klingsner.com

ATTORNEY: Name: Mike Gorsline
Address: 5119 Utica Ridge Road, Davenport, IA 52807
Phone: 563-324-0441 FAX: _____
Mobile Phone: _____ Email: mike@vb-law.com

OWNER: Name: Same as Developer
Address: _____
Phone: _____ FAX: _____
Mobile Phone: _____ Email: _____

NUMBER OF LOTS: _____ 1 _____ ACRES: 1.67
SF 2F MF & EST. UNITS COMM IND

STREETS ADDED: 0 LINEAR FEET

Does the plat contain a drainage way or floodplain area: X Yes ____ No

Fee per Plat	Fee
Ten or fewer lots (< 10 lots)	\$400 plus \$25/lot
Eleven to twenty-five lots (≥ 11 lots ≤ 25 lots)	\$700 plus \$25/lot
More than twenty-five lots (> 25 lots)	\$1,000 plus \$25/lot
Reforestation fee (submit to Land Use Office Prior to City Council review)	\$150 per 50 feet of lineal lot frontage

**NOTE: THE PLAT WILL NOT BE PROCESSED UNTIL THE FEE AND COMPLETED REFERENCE FILE
ARE RECEIVED BY THE PLANNING AND LAND DEVELOPMENT OFFICE.**