

**PLANNING & DEVELOPMENT**

500 West Fourth Street  
Davenport, Iowa 52801-1106  
E-mail: [planning@scottcountyiaowa.com](mailto:planning@scottcountyiaowa.com)  
Office: (563) 326-8643 Fax: (563) 326-8257



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Timothy Huey  
Director

To: Mahesh Sharma, County Administrator

From: Timothy Huey, Planning Director

Date: October 25, 2016

**Re: A request by Bobby Schilling, dba Building R Values LLC for approval of the Final Plat of Mt Carmel Addition, a proposed four (4) lot residential subdivision, located west of Great River Road and adjacent to Olethea Golf Course located in part of the SW<sup>1</sup>/<sub>4</sub> Section 14 of LeClaire Township.**

The Planning Commission unanimously recommended approval of the Final Plat with the two (2) conditions recommended by staff. The two conditions are that a surety for any remaining road improvements be posted prior to approval by the Board of Supervisors; and that the City of Princeton approve the final plat. A representative for the applicant, Christie Schilling, was present to formally request approval and answer questions from the Commission. Two (2) members of the public, who plan to purchase and build in the Mt. Carmel Addition once the plat is approved, were present to observe the proceedings

**RECOMMENDATION:** The Planning Commission recommends that the Final Plat of Mt. Carmel Addition be approved with the following two (2) conditions:

1. That a surety for any remaining road improvements be posted prior to approval by the Board of Supervisors; and
2. The City of Princeton approve the Final Plat.

Vote: 5-0



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PLANNING & ZONING COMMISSION

STAFF REPORT

September 20, 2016

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- Applicant:** Building R Values, LLC / Bobby Schilling
- Request:** Final Plat approval of a four (4) lot residential major plat
- Legal Description:** A fifteen (15) acre parcel located in part of the SW¼ Section 14 of LeClaire Township
- General Location:** West of Great River Road (US Hwy 67), North of Woods and Meadows Addition, and adjacent to Olathea Golf Course.
- Zoning:** Single Family Residential (R-1)

**Surrounding Zoning:**

- North:** Agricultural General (A-G)  
**South:** Single Family Residential (R-1)  
**East:** Single Family Residential (R-1)  
**West:** Agricultural General (A-G)

**Existing Land Use:** Previously used as golf course driving range; no existing structures

**Surrounding Land Use:**

- North:** Olathea Golf Course  
**South:** Single Family Dwellings  
**East:** Single Family Dwellings  
**West:** Olathea Golf Course

**GENERAL COMMENTS:** This existing parcel was split from the golf course property with the approval of a plat of survey in 2012. It was rezoned from Agricultural-General (A-G) to Single Family Residential (R-1) just prior to the plat of survey approval. At that time, the proposed buyer intended to build a single residence on the property with an accessory private horse stable. The property has frontage on and access to US Hwy 67/Great River Road. Previously, the property served as the driving range for Olathea Golf Course. Directly adjacent to the south is an approximately 50-lot residential subdivision known as Woods and Meadows Addition. To the east across Hwy 67 are a number of residential river front lots which are zoned R-1. The adjacent property to the north and west is the main golf course property and is zoned A-G.

The applicant submitted a number of proposed sketch plans and preliminary plats for this development to the Planning Commission. The current proposed Final Plat creates a short cul-de-sac, 231<sup>st</sup> Street Court shown as Lot A, from Great River Road with four private driveways to access the building sites on the four proposed development lots.



PLANNING & ZONING COMMISSION

STAFF REPORT

September 20, 2016

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**STAFF REVIEW:** Staff has reviewed this request for compliance with the requirements of the Subdivision and Zoning Ordinances. The subdivision regulations define a minor plat as any subdivision or re-subdivision containing not more than four (4) lots fronting on an existing street, not involving any new street or road, or extension of municipal facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property. The subdivision regulations define a major plat as any subdivision not classified as a minor plat, including but not limited to subdivisions of five (5) or more lots, or any size plat requiring any new street or extension of public facilities, or the creation of any public improvements. The necessity to construct a road in conjunction with the platting of these proposed four (4) lots required this subdivision to be reviewed as a major plat. While the proposed road that serves these 4 lots is private, it still must be built to County standards as a shared driveway. The Preliminary Plat was approved by the Board of Supervisors on December 3, 2015.

**Zoning, Land Use, and Lot Layout**

The existing configuration of the property as a single 15-acre tract that allows for the construction of one (1) single-family dwelling with access to Hwy 67. The platting of this tract into 4 lots served via a private road would allow for the construction of a single-family dwelling on each lot. The two lots at the entrance to the subdivision are both just over one (1) acre in size. The other two proposed lots will be served by longer private driveways that will come off the end of the short cul-de-sac entry road. Those two lots are 2.6 and 9.7 acres in size, respectively.

The plat shows a forty-foot rear building setback line on Lot 3 and Lot 4, and a fifty-foot front building setback line on Lot A, which is unnecessary and somewhat inaccurate. Staff recommends that the setback restrictions on the plat be removed. Setbacks are subject to zoning review at the time building permits are issued.

**Access and roadway improvements**

The property has frontage and access on Great River Road / Hwy 67. The four (4) lots would be served by a short private cul-de-sac entrance connecting to Hwy 67. The subdivision regulations require that all new subdivision streets projected to serve no more than four (4) lots shall be constructed at a minimum with a 6" stone aggregate base with an asphalt surface at a minimum of 2" thickness. The design shall also at a minimum include 2 foot wide shoulders and 2 foot wide drainage ditches with 3:1 slopes, as well as a minimum right-of-way width of 50 feet. The street is designed and will be constructed to provide year round access for motorized vehicles, including an area for vehicle turnaround sufficient for emergency vehicles within the roadway easement. The County Engineer has approved the plans for the road, cross section, shoulders and ditches before the road construction began. The Iowa DOT has approved the design and construction of this private road's intersection with US Hwy 67. The construction of the road has not, as of yet, been completed. Unless the road improvements are completed prior to Final Plat



## PLANNING & ZONING COMMISSION

### STAFF REPORT

September 20, 2016



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approval by the Board of Supervisors a performance bond or some financial surtey will need to be posted to guarantee their completion.

The County Engineer and Assistant Engineer reviewed the Plat and road design and had no comments or concerns with the road design and lot configuration. Construction of the road with the grading and aggregate base has been initiated but, as stated above, has not been completed.

#### **Stormwater management**

The Subdivision Regulations require the internal street to be adequately drained, and that storm water runoff from a one hundred (100) year rain event, calculated at post-developed flows, is conveyed/detained and metered out at a volume not to exceed the five (5) year event, calculated at pre-developed flows. The storm water drainage plan and the design of detention facilities are required prior to preliminary plat approval. However, due to the scope of this development, having relatively few lots large in size and a relatively small amount of road being constructed, staff has not required a separate storm water drainage plan. Instead the minimal improvements and design is shown on the submitted Preliminary Plat itself and accompanying road design. Storm water will be conveyed through surface drainage including the newly constructed road ditches, carrying water east to the ditch adjacent to Hwy 67. Prior to entering the Hwy 67 right-of-way storm water is shown detained and metered out.

#### **Erosion and sediment control plan**

The Subdivision Regulations also require the submission of an erosion and sediment control plan prior to preliminary plat approval. However, similar to the requirement for a storm water drainage plan, this provision is intended for large, multi-lot major plats. This subdivision is being reviewed as a major plat because it involves the construction of a new road. Staff has reviewed the erosion and sediment control plan and did not have any comments or concerns. The entrance road is just over 200 feet in length with less than a 10% grade. It ends at a higher but relatively level spot for the turnaround bulb that is 80 feet in diameter

#### **Wastewater Disposal and Water Provision**

The lots within this subdivision will have to be served by on-site water and wastewater treatment facilities. The Health Department has commented that either individual wells or a community well design would be acceptable. Given the size of the lots, they have no concerns that adequate on-site systems can be constructed. The design and capacity for these systems will be determined at the time a house is built on each lot.

#### **City of Princeton review**

This property is within two miles of Princeton city limits. Therefore, review and approval of the Final Plat by the City of Princeton is required. At this time, staff has notified the City of the Preliminary Plat submittal. The City had no comments at this time, and the City's approval is required prior to final approval by the Board of Supervisors.





PLANNING & ZONING COMMISSION

STAFF REPORT

September 20, 2016



**Notification of Final Plat review**

The Subdivision Ordinance requires notification of the following County Departments: Assessor, Auditor, and District Soil Conservationist. No comments have been received from any of these offices. Staff notified adjacent property owners within five hundred feet (500') of the public hearing as required for the Preliminary Plat. Staff did not receive any calls or comments on the Preliminary Plat. No additional notice is required or was made of this Final Plat application.

**RECOMMENDATION:** Staff recommends approval of the Final Plat with the following conditions:

1. That a surety for any remaining road improvements be posted prior to approval by the Board of Supervisors; and
2. The City of Princeton approve the Final Plat.

Submitted by:  
Timothy Huey,  
Planning Director,  
September 15, 2016

Prepared by: Theodore J. Priester, 601 Brady Street, Suite 220, Davenport, IA 52803, (563) 322-5386

**DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS,  
SHARED MAINTENANCE AGREEMENT, SHARED DRIVEWAY AGREEMENT,  
AND SHARED WELL AGREEMENT**

The undersigned, Building R Values, LLC, an Iowa limited liability company, (“Declarant” or “Developer”), as original owner and developer of all real estate described as and comprising Mt. Carmel Addition to Scott County, Iowa (“Addition” or “Subdivision”), does hereby declare and establish the following Restrictive and Protective Covenants, Shared Maintenance Agreement, Shared Driveway Agreement and Shared Well Agreement, which covenants and agreements run with the land and are binding upon all successors in title.

**RESTRICTIVE AND PROTECTIVE COVENANTS**

The undersigned Declarant hereby stipulates that each and every lot in the Addition is subject to the following Restrictive and Protective Covenants (“Covenants”):

1. All numbered lots of the Addition (and excepting Lot A) herein described shall be known, described and used solely as single-family residential lots and for no other purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached, single-family dwelling, not to exceed two stories in height, with a private garage for not less than two automobiles. All garages shall be completely enclosed and shall be part of, or attached to, the residential dwelling.

2. No single-family dwelling shall be erected on any lot having a living area with square footage of less than 1500 square feet exclusive of the basement, garage, breezeways and open porches. No one and one-half story dwelling shall be erected on any lot having a living area with square footage of less than 1800 square feet exclusive of the basement, garage, breezeways and open porches. No two story dwelling shall be erected on any lot having a living area with square footage of less than 2000 square feet exclusive of the basement, garage, breezeways and open porches. Notwithstanding the foregoing, given the large “estate-size” of Lot 4 in comparison with the other lots in the Addition, the owner of Lot 4 shall be allowed to construct appropriate outbuildings on said lot that are not otherwise incompatible with customary and reasonable land usage of such an estate-size lot.

3. In order that there be harmony in the design of the exterior of all dwellings in said Addition, the exterior design of all dwellings to be erected in the subdivision shall be approved by the developer, or its assigns, in writing, and unless such exterior design is so approved, such dwelling shall not be erected.

4. No noxious or offensive activity shall be conducted on any lot in said Addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot owners in said subdivision.

5. No sign of any kind shall be displayed to the public's view on any lot except for an unlit real estate sign indicating the property is being offered for sale. Notwithstanding the foregoing, political advertising signs shall be permitted, but such signs shall be permitted no more than thirty days before the election to which they refer, and shall be removed within three days after such election.

6. With respect to any lot in the Addition, all lawn seeding, sodding and shrubbery shall be completed and/or installed by the end of the first growing season after the issuance of a permit for the occupancy of a dwelling on such lot.

7. No fences shall be constructed in the front yard or side yards of any lots. Back yards may be fenced. The fence used for such back-yard areas shall not exceed six feet in height and the design and material of construction shall be approved by the developer or its assigns, in writing, and unless such design and material is so approved, such fence shall not be erected.

8. Unless pre-approved in writing by the developer, or its assigns, no lot may be re-subdivided unless such re-subdivision shall combine adjoining lots and shall result in larger and fewer lots in the Addition.

9. Each lot owner shall have sufficient garage and/or driveway capacity to park or store the vehicles in the possession of the occupants of such lot.

10. No commercial vehicle, truck, tractor, or other mobile equipment shall be openly stored or parked on the driveway or area exterior to any dwelling. The term "commercial vehicle" shall include all automobiles, trucks, SUV's, or other vehicular equipment bearing signs or printing making reference to any commercial undertaking or enterprise. Such commercial vehicles shall be permitted, however, to park temporarily in a private driveway or subdivision driveway when making a delivery to a residence, during construction or improvements upon any lot in the Addition.

11. Motorcycles, three-wheel all-terrain vehicles, trucks larger than ¾ ton, trailers, boats, boat trailers, mobile homes, motor homes, campers, camper trailers, and other motorized vehicles, other than private passenger vehicles, shall not be regularly parked or stored on a private driveway, lot or subdivision driveway in the Addition. No disassembly or repair work of any vehicles, boats, or large machinery shall be permitted on any private driveway, lot or subdivision driveway.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. A household pet must be leashed or tethered if outside the confines of its owner's lot.

13. No trailer, underground structure, tent, shack, garage, shed, barn or other outbuilding in said subdivision shall be used at any time as a residence, temporarily or permanently, nor shall any structure or a temporary nature be used as a residence.

14. Firewood may be stored on any lot only in such manner that is not unsightly to adjacent lot owners.

15. No television or radio tower, television satellite dish having a diameter more than 18 inches, or free standing towers or antennas of any kind shall be permitted on any lot in the subdivision.

16. The owner of each lot, vacant or improved, shall keep the lot free of weeds and debris. Notwithstanding the foregoing, the care and maintenance of Lot A shall be undertaken as provided for elsewhere in this Agreement.

17. Invalidation of any one of these covenants by judgment, decree or court order shall not affect any of the other provisions which shall remain in full force and effect.

18. In the event any person or entity who may at any time own or occupy any lot or lots in said subdivision shall violate or threaten to violate any covenant or covenants herein, any other person or persons owning any lot or lots in said Addition shall have the right to proceed in any court of law or equity by proceeding seeking injunctive relief or other legal remedy or right and to collect or recover from the party or parties violating or threatening to violate any such covenant or restriction all damages, costs, expenses and attorney's fees resulting from or incurred in connection with any such legal cause or proceeding.

19. These covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of twenty-one years, and may be renewed for extended periods thereafter upon compliance with the Code of Iowa, unless by vote of the majority of the then owners of the lots in the Addition, it is agreed to change said covenants in whole or in part. Notwithstanding whether a lot may be owned by more than one person or entity, only one vote is allowed per lot with regard to changing the covenants.

## SHARED MAINTENANCE AGREEMENT

1. The undersigned Developer of the Addition has set aside Lot A of the Addition as a non-buildable lot for the purpose of providing frontage greenspace, aesthetic value, buffering and privacy for the benefit of all present and future lot owners.

2. The owners of the lots shall share equally in the cost of maintaining Lot A, including but not limited to, mowing, landscaping, tree trimming, planting, removal of plants and other routine maintenance to enhance and preserve the appearance and function of Lot A. All decisions regarding the maintenance of Lot A will be determined by majority vote of the lot owners. Notwithstanding whether a lot may be owned by more than one person or entity, only one vote is allowed per lot with regard to maintenance and related purposes pertaining to Lot A.

3. It is agreed that this Shared Maintenance Agreement, and each and all the covenants and obligations hereof, shall be binding upon and inure to the benefit of the lot owners, their respective heirs, executors, administrators, successors and assigns.

## SHARED DRIVEWAY AGREEMENT

1. The owners of the lots and their guests, licensees and invitees shall have the right to use the private subdivision driveway located and providing access to all lots in the Addition ("shared driveway"). The owners of the lots further agree that they shall neither block access nor permit the blocking of access to the shared driveway. Notwithstanding any other provisions herein, the respective lot owners shall be solely responsible for the repairs, maintenance and/or replacement of any portion of the connecting driveway located on their own respective property for their exclusive benefit.

2. The owners of the lots shall share equally in the cost of maintaining said shared driveway, including but not limited to, snow removal, repairing and/or replacing said shared driveway. All decisions regarding ongoing maintenance of the shared driveway will be determined by the majority vote of the lot owners. Notwithstanding whether a lot may be owned by more than one person or entity, only one vote is allowed per lot with regard to maintenance and other issues pertaining to the use of the shared driveway.

3. The owners of the lots agree to hold harmless each other from any liability, claims or lawsuits pertaining to injuries or damages suffered as the result of the use of said shared driveway. However, the majority of the owners of the lots retain the right to call for a larger contribution from another owner under any rule of law regarding liability for negligent and/or willful acts or omission on the part of any owner or its agents.

4. It is agreed that this Shared Driveway Agreement, and each and all the covenants and obligations hereof, shall be binding upon and inure to the benefit of the lot owners, their respective heirs, executors, administrators, successors and assigns

## SHARED WELL AGREEMENT

1. The owner of Lot 3 and the owner of Lot 4 (“lot owners”) shall each have the right to use the existing well located on Lot 4 for all common household uses. The well shall be maintained, repaired, and kept in functional use by both the lot owners at the equal cost of both of said lot owners. Additionally, the well pump shall have a separate meter for the electrical usage, and the lot owners shall be equally responsible for any utility bills as they come due. The well shall be maintained at all times for the use of said lot owners, their visitors, invitees, tenants and licensees.

2. Each lot owner shall have the option to provide their own water delivery system, including pressure tanks, to their respective property except for the common pump, and such system shall be installed so as not to affect the other parties’ delivery system.

3. Notwithstanding any other provisions herein, each lot owner shall be solely responsible for the repairs, maintenance and/or replacement of any water lines, pressure tanks, or other equipment that has an entirely separate function and use for the exclusive benefit of each respective owner. Furthermore, while this Agreement remains in effect, the owner of Lot 3 shall have an easement over an area extending ten (10) feet on each side of the water line, running from the well to their property boundary for the purpose of repairing, maintaining and/or replacing the line and well equipment and facilities as may be necessitated hereafter.

4. In the event the existing well is no longer capable of supplying sufficient volume of water to service both lot owners’ properties, then the owners shall construct a new replacement well at their equal cost unless the parties mutually agree to rescind this Agreement. Upon completion of construction of a new replacement well, the provisions hereof shall continue to have force and effect regarding said replacement well.

5. Each party shall have the right to act to correct an emergency situation and shall have access to the other lot if the other party is absent or not available. An emergency situation means the failure of the well and/or equipment and facilities to deliver water on demand or any situation where water is leaking.

6. No lot owner may install landscaping or improvements that will impair the well and/or the well equipment and facilities.

7. The lot owners shall have periodic well water sampling and testing performed by a responsible authority. All costs of such sampling and testing shall be shared equally by said lot owners.

8. Any dispute or controversy arising between the lot owners involving the interpretation or application of any provision of this Shared Well Agreement, or arising out of this Agreement, shall be submitted to and determined by arbitration, in accordance with the governing rules of the American Arbitration Association, or the rules of any comparable organization.

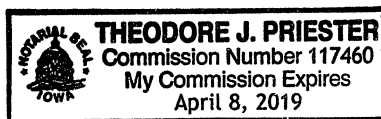
9. It is agreed that this Shared Well Agreement, and each and all the covenants and obligations hereof, shall be binding upon and inure to the benefit of the lot owners, their respective heirs, executors, administrators, successors and assigns.


BUILDING R VALUES, LLC

By   
Christine Schilling, Manager

STATE OF IOWA    )  
                          ) ss:  
SCOTT COUNTY    )

On this 22 day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Christine Schilling, Manager of Building R. Values, LLC to me personally known, who being by me duly sworn did say that she is the duly authorized signing manager/member of said limited liability company, and that said instrument was signed on behalf of the said limited liability company by authority of its members and Christine Schilling acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



  
\_\_\_\_\_  
Notary Public in and for said County and State





**Mt. Carmel Addition**

231ST STREET CT

GREAT RIVER RD

67

230TH ST

229TH ST







LOST GROVE RD

Princeton

HWY 67

67

HWY 67

235TH ST

Mt. Carmel Addition

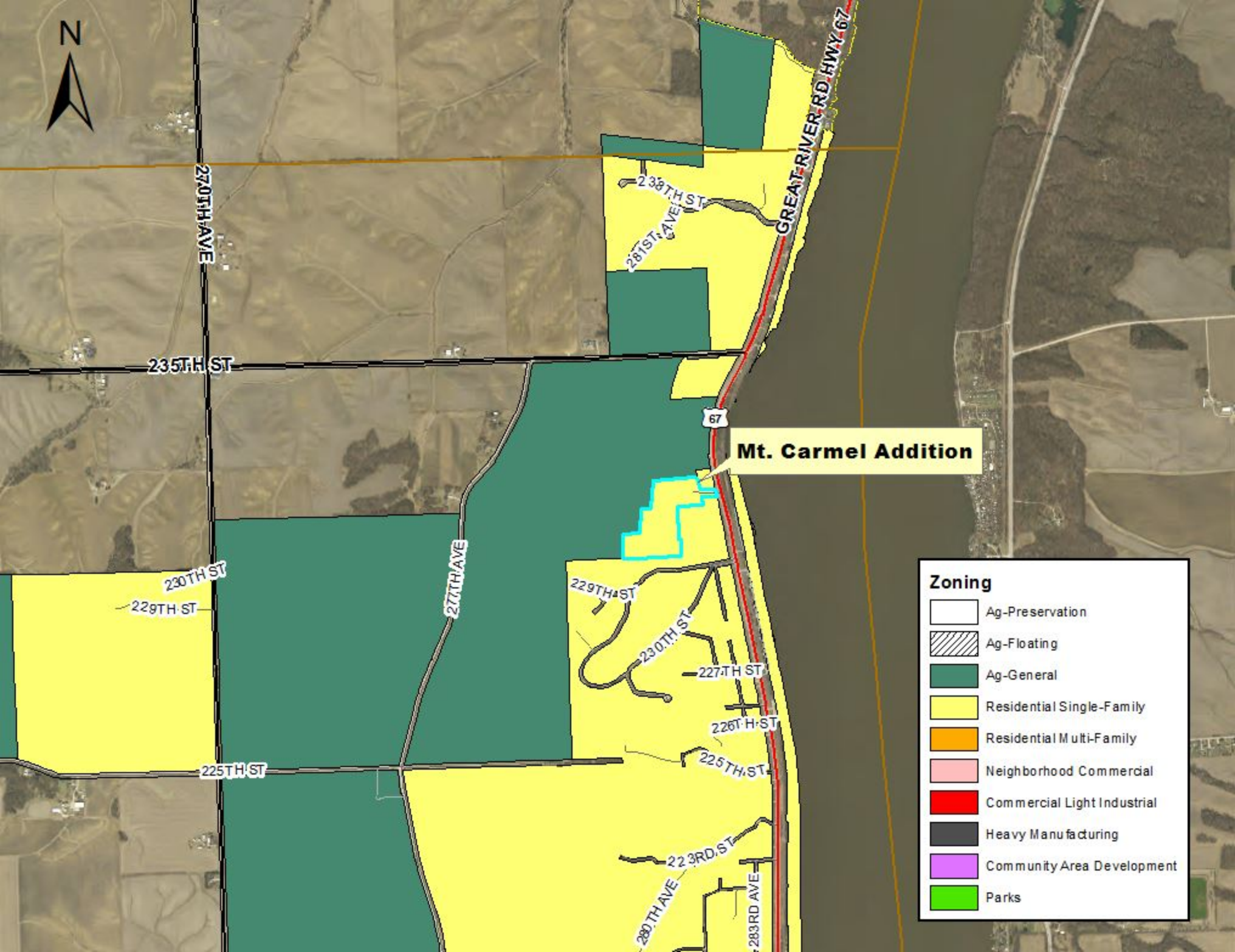
270TH AVE

GREAT RIVER RD

F51







**Mt. Carmel Addition**

Zoning	
	Ag-Preservation
	Ag-Floating
	Ag-General
	Residential Single-Family
	Residential Multi-Family
	Neighborhood Commercial
	Commercial Light Industrial
	Heavy Manufacturing
	Community Area Development
	Parks

















**CERTIFICATE OF APPROVAL BY SCOTT COUNTY**

I, Jim Hancock, Chairman of the Scott County Board of Supervisors, do hereby certify that said Board adopted a Resolution on November 3, 2016 in which it approved the Final Plat of **Mt. Carmel Addition** as follows:

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

**Section 1.** As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has on this 3<sup>rd</sup> day of November considered the Final Plat of **Mt. Carmel Addition**, a four (4) lot subdivision, being Lot 2 of Haessler's First Subdivision of part of the W $\frac{1}{2}$  of Section 14 and a part of the SW $\frac{1}{4}$  of Section 14 all in Township 79 North, Range 5 East of the 5<sup>th</sup> P.M. (LeClaire Township) and having found the same made in substantial accordance with the provisions of Chapter 354, Code of Iowa, and the Scott County Subdivision Ordinance, does hereby approve the Final Plat of said subdivision.

**Section 2.** The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.

**Section 3.** This Resolution shall take effect immediately.

Signed this 3<sup>rd</sup> day of November, 2016

SCOTT COUNTY, IOWA

BY: \_\_\_\_\_  
Jim Hancock, Chairman

ATTESTED BY: \_\_\_\_\_  
Roxanna Moritz, Auditor

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT  
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY  
THE BOARD OF SUPERVISORS ON \_\_\_\_\_  
DATE \_\_\_\_\_  
\_\_\_\_\_  
SCOTT COUNTY AUDITOR

**RESOLUTION**  
**SCOTT COUNTY BOARD OF SUPERVISORS\**  
**November 3, 2016**  
**APPROVING THE FINAL PLAT OF MT. CARMEL ADDITION**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

Section 1. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has on this 3<sup>rd</sup> day of November considered the Final Plat of **Mt. Carmel Addition**, a four (4) lot subdivision, being Lot 2 of Haessler's First Subdivision of part of the W½ of Section 14 and a part of the SW¼ of Section 14 all in Township 79 North, Range 5 East of the 5<sup>th</sup> P.M. (LeClaire Township) and having found the same made in substantial accordance with the provisions of Chapter 354, Code of Iowa, and the Scott County Subdivision Ordinance, does hereby approve the Final Plat of said subdivision.

Section 2. The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.

Section 3. This resolution shall take effect immediately.