

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, OCTOBER 27, 2020; 5:30 PM

CITY HALL COUNCIL CHAMBERS, 226 WEST FOURTH STREET, DAVENPORT, IOWA

I. Call to Order

II. Approval of Minutes

- A. Approve the Meeting Minutes from September 22, 2020 - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. Front Street Brewery - ACTION
- B. The Diner - ACTION

V. Projects

- A. Fill unexpired term (July 2021) for Secretary position with Neil Kosman - ACTION
- B. Downtown Davenport Partnership Master Plan - DISCUSSION
- C. Strategic Plan - RiverWest - DISCUSSION
- D. Union Station Interior & Exterior - DISCUSSION
- E. Canadian Pacific Railroad Crossings - DISCUSSION

VI. Staff Report

- A. 2021 Meeting Calendar

VII. Other Business

- A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, November 24, 2020 at 5:30 p.m. in Council Chambers

Riverfront Improvement Commission  
Minutes  
September 22, 2020

Present (Physical): Dee Bruemmer, Bill Churchill, Randall Goblirsch, Kelli Grubbs, Neil Kosman, Gwendolyn Lee, Breanna Pairrett, and Pat Walton

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Present (Virtual): None

Others Present: Teresa Stadelmann and Laura Maret, H.R. Green; Tara Elkins, The Diner; Lars Rehnberg and Ethan Bailey, Miracle at the Freight House; Michael Schertz, Parks & Recreation Advisory Board; Alderman Gripp, Council Liaison; Alderwoman Lee, City Council; Kathy Wine, River Action; Bill Handel, Citizen; Clay Merritt, Public Works; Jeri Nagle, City Communications; and Steve Ahrens, Riverfront Improvement Commission

Chairman Bruemmer called the meeting to order at 5:33 p.m. and welcomed all in attendance, both in Chambers and connected virtually. Ahrens announced that a quorum for the meeting had been met, and instructions were provided regarding the meeting protocol. Bruemmer also shared that Secretary Ryan Reed has tendered his resignation from the Commission, effective immediately, as his job has relocated him out of state. The Mayor is aware and will be appointing a replacement to fill the vacancy. The Commission will need to elect a new Secretary at its next meeting.

Grubbs moved to approve the minutes of the August 25 meeting. Churchill seconded the motion. Walton then offered an amendment to ensure inclusion of the River Heritage Park presentation and discussion surrounding the Blackhawk / War Memorial. Churchill seconded the motion to amend and it carried. The primary motion was then voted on and carried unanimously.

#### Finance

Ahrens presented the previous month's disbursements, aged receivables report and the FY2021 Lease Report. Grubbs moved to approve the disbursements. Walton seconded the motion and it carried.

#### Leases

Staff presented the draft lease renewal with Nestle Purina for the gravel parking lot along West River Drive. Grubbs moved to approve the agreement. Churchill seconded the motion and it carried.

Ahrens introduced the draft lease renewal with The Diner for its Freight House location. After hearing from Tara Elkins, the owner, and further discussion regarding a revised repayment plan, the Commission will consider the agreement at its next meeting.

Ahrens introduced the draft lease renewal with Front Street Brewery for its Freight House location. After discussion, the Commission will consider the agreement at its next meeting.

Staff presented a two month lease agreement with Miracle at the Freight House, a holiday themed bar, for use of the former deli suite. The franchisees, Lars Rehnberg and Ethan Bailey, provided an overview of their vision. After discussion, Grubbs moved to approve the agreement. Goblirsch seconded the motion and it carried.

## Projects

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Teresa Stadelmann and Laura Marett, with H.R. Green, presented an overview of the Flood Study recently initiated and launched by the City Council. As a key stakeholder group, the Commission provided feedback, which included: Encouraging review of and synergy with existing riverfront design plans, development of actionable items to be implemented, active engagement with a variety of interested users, and seeking a viable solution to keep access open to businesses during flooding.

Ahrens presented and the Commission provided feedback for the draft FY2022-27 Riverfront CIP Budget requests as budget planning gets underway.

Staff provided an update on the RiverWest Strategic Planning Initiative, which held the launch meeting with stakeholders on September 3, with the next meeting to be held on October 1.

Staff provided an update regarding both the interior and exterior post flood restoration projects for Union Station, including Visit Quad Cities opening its doors in the near future and FEMA reviewing the City's Flood Mitigation project proposal.

Ahrens provided an update regarding the timeline for the restoration projects for each railroad crossing, as CP is under construction, and the expectation continues to be for all crossings to be permanently restored by the end of the 2020 construction season. Ripley Street re-opened today, providing much-needed access for adjacent tenants.

## Staff Report

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Schertz provided an update regarding various Parks' activities, including upgrades to the Riverfront Dog Park and the likely appointment of a new Parks Liaison beginning for the next meeting.

## Other Business

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Bill Handel, a citizen, presented remarks to the Commission regarding the riverfront. With no additional public with business to present to the Commission, and with no further business, the meeting was adjourned at 7:12 p.m.

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Dee Bruemmer, Chair

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City of Davenport  
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FOR 2021 04

JOURNAL DETAIL 2021 3 TO 2021 3

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT	-285,000	0	-285,000	-125,598.85	.00	-159,401.15	44.1%
480690 MISCELLANEOUS	-75,000	0	-75,000	-29,287.69	.00	-45,712.31	39.1%
489491 TRANSFER LOCAL OPTION SALES	-75,000	0	-75,000	.00	.00	-75,000.00	.0%
490865 FUND BALANCE APPROPRIATION	59,674	0	59,674	.00	.00	59,674.00	.0%
TOTAL UNDEFINED	-375,326	0	-375,326	-154,886.54	.00	-220,439.46	41.3%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	78,779	0	78,779	21,678.80	.00	57,100.20	27.5%
510120 RETIREMENT-FICA	6,027	0	6,027	1,734.47	.00	4,292.53	28.8%
510130 RETIREMENT-IPERS	7,437	0	7,437	2,046.46	.00	5,390.54	27.5%
510140 EMPLOYEE INSURANCE	12,381	0	12,381	3,133.35	.00	9,247.65	25.3%
510161 DEFERRED COMP	3,939	0	3,939	1,083.94	.00	2,855.06	27.5%
510162 RETIREMENT HEALTH SAVINGS	788	0	788	216.80	.00	571.20	27.5%
520201 OFFICE SUPPLIES	200	0	200	9.82	.00	190.18	4.9%
520205 UTILITY SERVICES	100,000	0	100,000	24,516.74	.00	75,483.26	24.5%
520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	8,220.82	8,092.65	25,686.53	38.8%
520297 PROJECT EXPENSE	50,000	0	50,000	24,480.32	6,877.67	18,642.01	62.7%
560606 TELEPHONE EXPENSE	500	0	500	85.12	.00	414.88	17.0%
560620 LIABILITY INSURANCE	1,789	0	1,789	1,789.00	.00	.00	100.0%
560623 FACILITIES MAINTENANCE	14,500	0	14,500	3,431.88	.00	11,068.12	23.7%
560624 PROPERTY INSURANCE	550	0	550	550.00	.00	.00	100.0%
560633 WORKERS COMPENSATION INSURAN	836	0	836	836.00	.00	.00	100.0%
TOTAL PROJECT MANAGEMENT	322,826	0	322,826	93,813.52	14,970.32	214,042.16	33.7%
88000 TRANSFERS OUT							
550501 TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%

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				JOURNAL DETAIL			2021	3	TO 2021	3	AVAILABLE	PCT
				ORIGINAL	TRANSFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	BUDGET	USED		
				APPROP	ADJUSTMTS	BUDGET						

TOTAL LEVEE IMPROVEMENT

TOTAL REVENUES  
TOTAL EXPENSES  
GRAND TOTAL

0	0	0	-61,073.02	14,970.32	46,102.70	100.0%
-375,326	0	-375,326	-154,886.54	.00	-220,439.46	
375,326	0	375,326	93,813.52	14,970.32	266,542.16	
0	0	0	-61,073.02	14,970.32	46,102.70	100.0%

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JOURNAL DETAIL 2021 4 TO 2021 4

ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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4740 LEVEE IMPROVEMENT

10130 PROJECT MANAGEMENT

510101 FULL TIME SALARIES

54741013 510101 FULL TIME SALAR

2021/04/040294 10/09/2020 PRJ

78,779 0 78,779 21,678.80

.00

57,100.20 27.5%

TOTAL FULL TIME SALARIES

78,779

21,678.80

.00

57,100.20 27.5%

WARRANT=100920  
RUN=1 BI-WEEKL

510102 PART TIME SALARIES

54741013 510102 PART TIME SALAR

54741013 510102 USDA PART TIME S

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TOTAL PART TIME SALARIES

0

0

0

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.00 .0%

510103 TEMPORARY SALARIES

54741013 510103 TEMPORARY SALAR

TOTAL TEMPORARY SALARIES

0

0

0

.00

.00

.00 .0%

510105 OVERTIME PAY

54741013 510105 OVERTIME PAY

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JOURNAL DETAIL 2021 4 TO 2021 4  
AVAILABLE PCT  
BUDGET USED

TOTAL OVERTIME PAY	0	0	0	.00	.00	.0%
510120 RETIREMENT-FICA						
54741013 510120 RETIREMENT-FICA	6,027	0	6,027	1,734.47	.00	4,292.53 28.8%
2021/04/040294 10/09/2020 PRJ	254.77 REF PY1009				WARRANT=100920	RUN=1 BI-WEEKL
54741013 510120 USDA RETIREMENT-	0	0	0	.00	.00	.0%
TOTAL RETIREMENT-FICA	6,027	0	6,027	1,734.47	.00	4,292.53 28.8%
510130 RETIREMENT-IPERS						
54741013 510130 RETIREMENT-IPER	7,437	0	7,437	2,046.46	.00	5,390.54 27.5%
2021/04/040294 10/09/2020 PRJ	301.02 REF PY1009				WARRANT=100920	RUN=1 BI-WEEKL
54741013 510130 USDA RETIREMENT-	0	0	0	.00	.00	.0%
TOTAL RETIREMENT-IPERS	7,437	0	7,437	2,046.46	.00	5,390.54 27.5%
510140 EMPLOYEE INSURANCE						
54741013 510140 EMPLOYEE INSURA	12,381	0	12,381	3,133.35	.00	9,247.65 25.3%
TOTAL EMPLOYEE INSURANCE	12,381	0	12,381	3,133.35	.00	9,247.65 25.3%
510150 POLICE RETIREMENT						
54741013 510150 POLICE RETIREME	0	0	0	.00	.00	.0%

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JOURNAL DETAIL 2021 4 TO 2021 4

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%
510161 DEFERRED COMP							
54741013 510161 DEFERRED COMP	3,939	0	3,939	1,083.94	.00	2,855.06	27.5%
2021/04/040294 10/09/2020 PRJ	159.44 REF PY1009				WARRANT=100920	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,939	0	3,939	1,083.94	.00	2,855.06	27.5%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH SAVINGS	788	0	788	216.80	.00	571.20	27.5%
2021/04/040294 10/09/2020 PRJ	31.89 REF PY1009				WARRANT=100920	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	788	0	788	216.80	.00	571.20	27.5%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
TOTAL CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE SUPPLIES	200	0	200	9.82	.00	190.18	4.9%
TOTAL OFFICE SUPPLIES	200	0	200	9.82	.00	190.18	4.9%
520205 UTILITY SERVICES							



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JOURNAL DETAIL 2021 4 TO 2021 4

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520205 UTILITY SERVICE	100,000	0	100,000	24,516.74	.00	75,483.26	24.5%
2021/04/040239 10/08/2020 API	330.38 VND 001322 VCH		IOWA AMERICAN WAT	SEPT 2ND PAY			203477
2021/04/040451 10/12/2020 API	788.89 VND 001322 VCH		IOWA AMERICAN WAT	Oct. Pay 1			203598
TOTAL UTILITY SERVICES	100,000	0	100,000	24,516.74	.00	75,483.26	24.5%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	.00	.00	.00	.0%
TOTAL TRAVEL EXPENSES	0	0	0	.00	.00	.00	.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL SERVI	100	0	100	.00	.00	100.00	.0%
TOTAL TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013 520217 PROFESSIONAL SE	3,000	0	3,000	.00	.00	3,000.00	.0%
54741013 520217 USDA PROFESSIONA	0	0	0	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLD	42,000	0	42,000	8,220.82	8,092.65	25,686.53	38.8%
2021/04/040088 10/01/2020 API	151.00 VND 000003 VCH		P CARD VENDOR	GENERATOR FUEL FOR THE FREIGHT			

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JOURNAL DETAIL 2021 4 TO 2021 4

ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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54741013 520225 MAINTENANCE-BLDG

2021/04/040090	10/02/2020 API	625.42 VND 000113 VCH	ADEL WHOLESALERS	FREIGHT HOUSE TOILETS		
2021/04/040091	10/02/2020 API	131.25 VND 000113 VCH	ADEL WHOLESALERS	FREIGHT HOUSE TOILET		
2021/04/040091	10/02/2020 API	480.00 VND 024588 VCH	PREMIER PEST MGT SVS	PAID PEST CONTROL PREVIOUS BAL		
2021/04/040093	10/01/2020 API	925.00 VND 000003 VCH	P CARD VENDOR	SCHEDULED GREASE TRAP SERVICE		
2021/04/040182	10/08/2020 API	501.66 VND 017210 VCH	TRANE	HVAC SYSTEM ANNUAL SOFTWARE MA		203533
2021/04/040448	10/15/2020 API	2,321.15 VND 002492 VCH	SWENSEN CONSTRCT	FREIGHT HOUSE DELI RENOVATION		203678

TOTAL MAINTENANCE-BLDGS & GRNDS

42,000	0	42,000	8,220.82	8,092.65	25,686.53	38.8%
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520245 PAYMENT TO OTHER AGENCY

54741013 520245 PAYMENT TO OTHE

0	0	0	.00	.00	.00	.0%
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TOTAL PAYMENT TO OTHER AGENCY

0	0	0	.00	.00	.00	.0%
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520262 INTERDEPARTMENT SERVICE CHG

54741013 520262 INTERDEPARTMENT

0	0	0	.00	.00	.00	.0%
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TOTAL INTERDEPARTMENT SERVICE CHG

0	0	0	.00	.00	.00	.0%
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520297 PROJECT EXPENSE

54741013 520297 PROJECT EXPENSE

50,000	0	50,000	24,480.32	6,877.67	18,642.01	62.7%
2021/04/040452	10/15/2020 API	1,975.60 VND 009985 VCH	CERTASITE LLC	FREIGHT HOUSE KITCHEN EQUIPMEN		203574
2021/04/040452	10/15/2020 API	379.90 VND 009985 VCH	CERTASITE LLC	FREIGHT HOUSE KITCHEN HOOD INS		203574

TOTAL PROJECT EXPENSE

50,000	0	50,000	24,480.32	6,877.67	18,642.01	62.7%
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520298 OTHER SUPPLIES & SERVICES

54741013 520298 OTHER SUPPLIES

0	0	0	.00	.00	.00	.0%
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FOR 2021 04

JOURNAL DETAIL 2021 4 TO 2021 4

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OTHER SUPPLIES & SERVICES	0	0	0	.00	.00	.00	.0%
530303 OPERATING EQUIPMENT							
54741013 530303 USDA OPERATING E	0	0	0	.00	.00	.00	.0%
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPEN	500	0	500	85.12	.00	414.88	17.0%
TOTAL TELEPHONE EXPENSE	500	0	500	85.12	.00	414.88	17.0%
560620 LIABILITY INSURANCE							
54741013 560620 LIABILITY INSUR	1,789	0	1,789	1,789.00	.00	.00	100.0%
TOTAL LIABILITY INSURANCE	1,789	0	1,789	1,789.00	.00	.00	100.0%
560622 DATA PROCESSING							
54741013 560622 DATA PROCESSING	0	0	0	.00	.00	.00	.0%
TOTAL DATA PROCESSING	0	0	0	.00	.00	.00	.0%
560623 FACILITIES MAINTENANCE							

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FOR 2021 04

JOURNAL DETAIL 2021 4 TO 2021 4

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 560623 FACILITIES MAIN	14,500	0	14,500	3,431.88	.00	11,068.12	23.7%
TOTAL FACILITIES MAINTENANCE	14,500	0	14,500	3,431.88	.00	11,068.12	23.7%
560624 PROPERTY INSURANCE							
54741013 560624 PROPERTY INSURA	550	0	550	550.00	.00	.00	100.0%
TOTAL PROPERTY INSURANCE	550	0	550	550.00	.00	.00	100.0%
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENS	836	0	836	836.00	.00	.00	100.0%
TOTAL WORKERS COMPENSATION INSURANCE	836	0	836	836.00	.00	.00	100.0%
TOTAL PROJECT MANAGEMENT	322,826	0	322,826	93,813.52	14,970.32	214,042.16	33.7%
TOTAL LEVEE IMPROVEMENT	322,826	0	322,826	93,813.52	14,970.32	214,042.16	33.7%
TOTAL EXPENSES	322,826	0	322,826	93,813.52	14,970.32	214,042.16	
GRAND TOTAL	322,826	0	322,826	93,813.52	14,970.32	214,042.16	33.7%

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Revenue/Billing Table  
FY - 2021 Levee Fund #740

Lessee	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Summary
1 Front Street Brewery - FH	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	37,440.00 RENEW
2 Nostalgia Deli / Rumor Mill	0.00	0.00	0.00	0.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	16,000.00
4 MidAmerican Co.	6,000.00												6,000.00
5 Lake Davenport Sailing Club							5,000.00			3,900.00			3,900.00
6 LPBC Lindsay Park Boat Club							2,500.00						5,000.00
7 CHS, Inc / Harvest States Ct	2,500.00			2,500.00									10,000.00
8 One River Place	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	2,700.00 RENEW
9 Buds Riverview Inn	1,336.68	1,416.79	1,139.32	1,284.31	1,125.59	1,258.80	1,059.05	1,215.77	594.91	0.00	0.00	1,053.06	11,484.28
10 QCCVB - Union Station	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04
11 MVBS - Union Station	383.33	383.33	383.33	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,669.99
12 Rawson - Union Station	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	3,732.00
13 Marine Specialties	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
14 Front Street parking	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	3,180.00
15 Freight House Farmers Mark	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04 RENEW
16 Rock River Family Office	2,684.50	2,684.50	2,684.50	2,684.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,738.00
17 Nestle - SemiParkingLot	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	13,200.00
18 The Diner	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	45,000.00 RENEW
19 Antonella's II	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00 RENEW
20 Taste of Ethiopia	1,050.00	1,050.00	1,050.00	1,050.00	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	13,533.36
<b>Subtotal</b>	28,558.85	20,138.96	19,861.49	22,403.15	19,176.60	19,309.81	26,610.06	19,266.78	18,645.92	24,451.01	18,051.01	19,104.07	255,577.71
<b>Miscellaneous</b>													
LPBC Addendum	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Abhe & Svoboda	860.00	860.00	860.00	860.00	860.00	860.00	0.00	0.00	0.00	0.00	0.00	0.00	4,300.00
<b>Subtotal</b>	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	5,300.00
<b>Total</b>	28,558.85	20,138.96	19,861.49	22,403.15	19,176.60	19,309.81	27,610.06	19,266.78	18,645.92	24,451.01	18,051.01	19,104.07	260,877.71

**CITY OF DAVENPORT****RIVERFRONT IMPROVEMENT FUND****STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE -  
BUDGET AND ACTUAL****For the Fiscal Year Ended June 30, 2020**

	2020			
	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)	2019 ACTUAL
REVENUE:				
Intergovernmental	\$ -	\$ -	\$ -	\$ -
Use of monies and property	290,000	254,289	\$ (35,711)	160,600
Other	25,488	90,724	65,236	41,866
Total Revenue	<u>315,488</u>	<u>345,013</u>	<u>29,525</u>	<u>202,466</u>
EXPENDITURES:				
Current:				
Culture and recreation	-	-	-	-
Community and economic development	309,438	299,252	10,186	294,661
General government	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Total Expenditures	<u>309,438</u>	<u>299,252</u>	<u>10,186</u>	<u>294,661</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>6,050</u>	<u>45,761</u>	<u>39,711</u>	<u>(92,195)</u>
OTHER FINANCING SOURCES (USES):				
Operating transfers in	75,000	75,000	-	95,366
Operating transfers out	(52,500)	(52,500)	-	(52,500)
Refunding proceeds	-	-	-	-
Pymnts to ref escrow agt	-	-	-	-
Total Other Financing Sources (Uses)	<u>22,500</u>	<u>22,500</u>	<u>-</u>	<u>42,866</u>
NET CHANGE IN FUND BALANCES	28,550	68,261	39,711	(49,329)
FUND BALANCE - BEGINNING	<u>13,300</u>	<u>13,300</u>	<u>-</u>	<u>62,629</u>
FUND BALANCE - ENDING	<u>\$ 41,850</u>	<u>\$ 81,561</u>	<u>\$ 39,711</u>	<u>\$ 13,300</u>

## LEASE - BUSINESS AGREEMENT

**THIS LEASE** is made and entered into at Davenport, Iowa on this 27<sup>th</sup> day of October, 2020 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Front Street Brewery Inc., hereinafter designated as "Tenant."

### 1. LEASED PREMISES

A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business, a brew house business, as hereafter described:

*The Freight House complex, first floor at 421 West River Drive, Davenport, Scott County, Iowa, to include a total of 3,100 square feet as shown on the attached floor plan, marked Exhibit A, and made a part hereof, hereinafter referred to as "Leased Premises."*

B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease and that no other person or entity needs to join in the execution thereof in order for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building is in full compliance with existing local, state, and federal codes, rules, and ordinances.

### 2. TERM

A. The term of this Lease shall be for a period of Thirty-Six (36) Months, and shall have possession on November 1, 2020 and shall terminate on October 31, 2023. The Tenant shall have the right of first refusal upon exercising renewal to lease the subject premise.

B. There shall be regular check-in points between the Landlord and the Tenant regarding the status of the business operations.

### 3. RENTAL

A. Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises according to the following schedule. A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Fifteenth (15th) day of the month.

B. For the first through the thirty-sixth (36) months of this lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	<u>Annual</u>	<u>Per month</u>
Months 1 – 36	\$37,440.00	\$3,120.00

C. The Tenant has non-exclusive access to the Freight House parking lot, located to the south of the complex. It is intended that all tenants and related uses will work with the Landlord to accommodate needs.

#### 4. PAYMENT OF RENTAL

The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

#### 5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises for the operation of a Brew House and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell, or permit to remain in or about the Leased Premises, any article that may be prohibited by standard form fire insurance policies.

B. The Tenant shall be allowed to place a silo related to business operations next to the rail car and along the north façade of the building.

C. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises, without first securing the prior written consent of the Landlord.

#### 6. FIRE INSURANCE

The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building that the leased premises are located in.

#### 7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Lessee shall secure and maintain such primary insurance policies as will protect himself or his Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly.



B. The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

**(1) Commercial General Liability**

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

**(2) Commercial Automobile Liability  
(if autos are used)**

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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**(3) Excess Liability Umbrella** \$1,000,000

**(4) Statutory Worker's Compensation** with waiver of subrogation in favor of the City.

C. Contractual Liability; the insurance required above under "LESSEE INSURANCE", shall:

- (1) be Primary insurance and non-contributory.
- (2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION section below.

## **CERTIFICATES OF INSURANCE**

A. Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The Lessee shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The Lessee will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

## **INDEMNIFICATION**

A. To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees provided that any such claim, damage, loss or expense:

- (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
- (2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

B. The Lessee shall not be responsible for damage or injury caused by the Landlord's negligence relating to items that remain the exclusive responsibility of the City.

## **8. ALTERATIONS**

The Tenant shall not make, or suffer to be made, any alternations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

## **9. MAINTENANCE AND SANITATION**

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacles, to the extent practical.

## **10. SURRENDER OF LEASED PREMISES**

The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear excepted, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

## **11. FIXTURES**

The Tenant shall provide, install, and maintain at its expense, fixtures of a special nature that may be required by the Tenant's business. All such fixtures which are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant

not later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder, and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, with the exception of any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, hot water heaters, carpeting or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property for the purpose of replacing the same with items of like character, quality, or value.

## **12. TENANT IMPROVEMENTS**

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

## **13. FREE FROM LIENS**

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

## **14. ABANDONMENT**

The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

## **15. SIGNS AND ADVERTISING MATERIALS**

The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport prior to installation, whether it

be affixed to the building or window type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

**16. EXTERIOR LIGHTING**

The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

**17. UTILITIES**

The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Premises and to one or more other tenants within the Freight House complex without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

**18. ENTRY AND INSPECTION**

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

**19. DAMAGE AND DESTRUCTION OF LEASED PREMISES**

A. The Landlord agrees, at its cost and expense, to maintain the roof, walls, and foundation of the Leased Premises and building in reasonably good order and condition, and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease which creates a condition which interferes substantially with normal use, and as a consequence the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, rental shall be proportionally abated. If Landlord defaults for more than Thirty (30) Days, after written notice

by the Tenant, the Tenant shall have the right, but not be obligated to remedy such default. All such sums expended, or obligations incurred, by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand, and if the Landlord fails to reimburse the Tenant, the Tenant may, in addition to any other right or remedy that it may have, deduct such amount from the next month's rent or rentals.

B. In the event of a destruction of the Leased Premises or the building containing the same during said term which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Leased Premises. Further, in the event of flooding, rent shall be abated during that time period the leased premises are declared to be unfit for occupancy by any authorized public authority.

## **20. ASSIGNMENT AND SUBLETTING**

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability which has accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by assignee and an opportunity to cure the same. Any assignment or subletting without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of the Tenant, by operation of law without the prior written consent of the Landlord. The Landlord shall give the Tenant prior notice of the assignment of this Lease and/or any interest of the Landlord therein.

## **21. DEFAULT, RE-ENTRY REMEDIES**

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, and such failure to perform other covenants shall continue for Thirty (30) Days after written notice thereof from the Landlord to the Tenant, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.

**22. DEFAULT, COSTS, AND ATTORNEY FEES**

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and attorney fees of the Landlord that result from the Landlord pursuing its rights and remedies.

**23. SALE OF LEASED PREMISES BY LANDLORD**

In the event of any sale of the Leased Premises, or assignment of this Lease by the Landlord, the Landlord shall give the Tenant prior notice of any such sale or assignment. The Landlord shall be relieved of liability under the Lease only in the event that the new Landlord agrees to the Lease and to not disturb the Tenant.

**24. REIMBURSEMENT**

A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Tenant to perform such covenant or term, the sum or sums of money so paid by the Landlord shall be considered as additional rental and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.

B. All covenants and terms herein contained to be performed by the Landlord shall be performed by the Landlord at its expense, and if the Tenant shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Landlord to perform such covenant or term after written notice by the Tenant, the sum or sums of the money so paid by the Tenant shall be considered as rental and shall be deducted by the Tenant from the rent on the first of the month next succeeding such payment.

**25. WAIVER**

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

**26. SUCCESSORS IN INTEREST**

The covenants herein contained shall, subject to the provisions as to assignment, subletting, and sale of Leased Premises, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

**27. PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**28. TIME**

Time is of the essence with regard to performance of any obligations under this Lease.

**29. EMINENT DOMAIN**

A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

B. If any part of the Leased Premises shall be acquired or condemned by eminent domain or public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, which shall be at the Tenant's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. In the event the Tenant determines the Leased Premises are not suitable, then it shall be relieved from further obligation of this Lease.

C. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to its respective interests in any condemnation proceeding.

D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

**30. MISCELLANEOUS**

A. The Tenant shall be responsible to pay for Tenant's proportionate share of the Real Estate Taxes of the Leased Premises and any personal property taxes assessed on the equipment or fixtures owned by the Tenant. Tenant is solely responsible to keep itself informed of the assessment and collection of taxes.

B. The Landlord shall be responsible and pay for snow removal, exterior landscaping, and other exterior maintenance of the building and public areas surrounding the Leased premises. Tenant shall remove snow from the deck on the south side of the building. The Tenant shall be responsible, however, for the interior and exterior window cleaning of the Leased Premises.

C. The Tenant is hereby provided the exclusive use of the space agreed to on the first floor of the Freight House building.

D. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with all Federal, State, or local rules and regulations applicable to its operation.

**31. GENERAL**

A. This Lease shall be construed in accordance with the laws of the State of Iowa.

B. This Lease, and any exhibits attached hereto, sets forth all the covenants promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.

C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.

D. The Landlord and Tenant acknowledge reliance on its own judgment and advice and counsel of its own attorney in interpreting this Agreement, and not in any manner on the other party.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this lease in duplicate the day and year above written.

**FRONT STREET BREWERY INC. RIVERFRONT IMPROVEMENT**



11  
**COMMISSION**

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## LEASE - BUSINESS AGREEMENT

**THIS LEASE** is made and entered into at Davenport, Iowa on this 27<sup>th</sup> day of October, 2020 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and The Diner, LLC, hereinafter designated as "Tenant."

### 1. LEASED PREMISES

A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business, a diner, reception area, and retail, as hereafter described:

*The Freight House complex, first and second floors at 421 West River Drive, Davenport, Scott County, Iowa, to include approximately 4,000 square feet, as shown on the attached floor plan, marked Exhibit A, and made a part hereof and referred to as Leased Premises.*

B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease and that no other person or entity needs to join in the execution thereof in order for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building is in full compliance with existing local, state, and federal codes, rules, and ordinances.

### 2. TERM

A. The term of this Lease shall be for a period of Twelve (12) Months, and shall have possession on November 1, 2020 and shall terminate on October 31, 2021.

B. There shall be regular check-in points between the Landlord and the Tenant regarding the status of the business operations.

### 3. RENTAL

A. Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises, according to the following schedule. A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Fifteenth (15th) day of the month.

B. The lease rental rate for the subsequent exercised option will be determined prior to its commencing.

	<u>Annual</u>	<u>Per month</u>
Months 1 – 12	\$36,000.00	\$3,000.00

C. Regarding past due rent owed, with each additional monthly payment received applied to past due rent, a \$750 discount will be applied to the remaining balance, up to a total of \$9,000.

D. The Tenant has non-exclusive access to the Freight House parking lot, located to the south of the complex. It is intended that all tenants and related uses will work with the Landlord to accommodate needs.

#### 4. PAYMENT OF RENTAL

The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

#### 5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises for the operation of a diner restaurant and retail area and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell, or permit to remain in or about the Leased Premises, any article that may be prohibited by standard form fire insurance policies.

B. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises, without first securing the prior written consent of the Landlord.

#### 6. FIRE INSURANCE

The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building that the leased premises are located in.

#### 7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Lessee shall secure and maintain such primary insurance policies as will protect himself or his Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly.

B. The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

**(1) Commercial General Liability**

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Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

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**(2) Commercial Automobile Liability  
(if autos are used)**

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Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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**(3) Excess Liability Umbrella** \$1,000,000

**(4) Statutory Worker's Compensation** with waiver of subrogation in favor of the City.

C. Contractual Liability; the insurance required above under "LESSEE INSURANCE", shall:

- (1) be **Primary insurance and non-contributory.**
- (2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION section below.

## **CERTIFICATES OF INSURANCE**

A. Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The Lessee shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The Lessee will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

## **INDEMNIFICATION**

A. To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees provided that any such claim, damage, loss or expense:

- (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
- (2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

B. The Lessee shall not be responsible for damage or injury caused by the Landlord's negligence relating to items that remain the exclusive responsibility of the City.

## **8. ALTERATIONS**

The Tenant shall not make, or suffer to be made, any alternations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

## **9. MAINTENANCE AND SANITATION**

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacles, to the extent practical.

## **10. SURRENDER OF LEASED PREMISES**

The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear excepted, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

## **11. FIXTURES**

The Tenant shall provide, install, and maintain at its expense, fixtures of a special nature that may be required by the Tenant's business. All such fixtures which are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant not later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder, and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, with the exception of any water purification

equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, hot water heaters, carpeting or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property for the purpose of replacing the same with items of like character, quality, or value.

**12. TENANT IMPROVEMENTS**

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

**13. FREE FROM LIENS**

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

**14. ABANDONMENT**

The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

**15. SIGNS AND ADVERTISING MATERIALS**

The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport prior to installation, whether it be affixed to the building or window type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

**16. EXTERIOR LIGHTING**

The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

**17. UTILITIES**

The Tenant shall provide and be responsible for prorated payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Premises and to one or more other tenants within the Freight House complex without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

**18. ENTRY AND INSPECTION**

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

**19. DAMAGE AND DESTRUCTION OF LEASED PREMISES**

A. The Landlord agrees, at its cost and expense, to maintain the roof, walls, and foundation of the Leased Premises and building in reasonably good order and condition, and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease which creates a condition which interferes substantially with normal use, and as a consequence the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, rental shall be proportionally abated. If Landlord defaults for more than Thirty (30) Days, after written notice by the Tenant, the Tenant shall have the right, but not be obligated to remedy such default. All such sums expended, or obligations incurred, by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand, and if the Landlord fails to reimburse

the Tenant, the Tenant may, in addition to any other right or remedy that it may have, deduct such amount from the next month's rent or rentals.

B. In the event of a destruction of the Leased Premises or the building containing the same during said term which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Leased Premises. Further, in the event of flooding, rent shall be abated during that time period the leased premises are declared to be unfit for occupancy by any authorized public authority.

## **20. ASSIGNMENT AND SUBLETTING**

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or and part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability which has accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by assignee and an opportunity to cure the same. Any assignment or subletting without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of the Tenant, by operation of law without the prior written consent of the Landlord. The Landlord shall give the Tenant prior notice of the assignment of this Lease and/or any interest of the Landlord therein.

## **21. DEFAULT, RE-ENTRY REMEDIES**

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, and such failure to perform other covenants shall continue for Thirty (30) Days after written notice thereof from the Landlord to the Tenant, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.



**22. DEFAULT, COSTS, AND ATTORNEY FEES**

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and attorney fees of the Landlord that result from the Landlord pursuing its rights and remedies.

**23. SALE OF LEASED PREMISES BY LANDLORD**

In the event of any sale of the Leased Premises, or assignment of this Lease by the Landlord, the Landlord shall give the Tenant prior notice of any such sale or assignment. The Landlord shall be relieved of liability under the Lease only in the event that the new Landlord agrees to the Lease and to not disturb the Tenant.

**24. REIMBURSEMENT**

A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Tenant to perform such covenant or term, the sum or sums of money so paid by the Landlord shall be considered as additional rental and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.

B. All covenants and terms herein contained to be performed by the Landlord shall be performed by the Landlord at its expense, and if the Tenant shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Landlord to perform such covenant or term after written notice by the Tenant, the sum or sums of the money so paid by the Tenant shall be considered as rental and shall be deducted by the Tenant from the rent on the first of the month next succeeding such payment.

**25. WAIVER**

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

**26. SUCCESSORS IN INTEREST**

The covenants herein contained shall, subject to the provisions as to assignment, subletting, and sale of Leased Premises, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

**27. PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**28. TIME**

Time is of the essence with regard to performance of any obligations under this Lease.

**29. EMINENT DOMAIN**

A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

B. If any part of the Leased Premises shall be acquired or condemned by eminent domain or public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, which shall be at the Tenant's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. In the event the Tenant determines the Leased Premises are not suitable, then it shall be relieved from further obligation of this Lease.

C. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to its respective interests in any condemnation proceeding.

D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of

business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

**30. MISCELLANEOUS**

A. The Tenant shall be responsible to pay for Tenant's proportionate share of the Real Estate Taxes of the Leased Premises and any personal property taxes assessed on the equipment or fixtures owned by the Tenant. Tenant is solely responsible to keep itself informed of the assessment and collection of taxes.

B. The Landlord shall be responsible and pay for all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased premises. Tenant shall remove snow from the deck on the south side of the building. The Tenant shall be responsible, however, for the interior and exterior window cleaning of the Leased Premises.

C. The Tenant is hereby provided the exclusive use of the space agreed to on the first and second floors of the Freight House building and accepts it as is, where is condition.

D. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with all Federal, State, or local rules and regulations applicable to its operation.

**31. GENERAL**

A. This Lease shall be construed in accordance with the laws of the State of Iowa.

B. This Lease, and any exhibits attached hereto, sets forth all the covenants promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.

C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.

D. The Landlord and Tenant acknowledge reliance on its own judgment and advice and counsel of its own attorney in interpreting this Agreement, and not in any manner on the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above written.

**The Diner, LLC.**

**RIVERFRONT IMPROVEMENT  
COMMISSION**

\_\_\_\_\_  
Tara Elkins, Owner

\_\_\_\_\_  
Dee Bruemmer, Chair

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attach Exhibit A**

To: Riverfront Improvement Commission

From: Steve Ahrens  
Executive Officer

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Date: October 23, 2020

RE: 2021 Meeting Calendar

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All regular meetings are scheduled for the dates (Fourth Tuesday) listed below at 5:30 p.m. in City Hall Council Chambers.

January 26  
February 23  
March 23  
April 27  
May 25  
June 22  
July 27  
August 24  
September 28  
October 26  
November 23  
December 28