

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, NOVEMBER 28, 2023; 3:30 PM

RIVERFRONT TROLLEY TOUR & CITY HALL | 226 WEST 4TH STREET | COUNCIL  
CHAMBERS

I. Call to Order

II. Approval of Minutes

A. Approval of Minutes | October 24, 2023

III. Old Business

IV. New Business

A. Approval of Nestle Purina Petcare Company Lease

V. Future Business

VI. Management Update

A. Upcoming Events | Update

VII. Park Liaison Report

VIII. Public with Business

IX. Adjournment | Next Meeting Date: January 23, 2024



## Riverfront Improvement Commission

Minutes

October 24, 2023

**Present:** Dee Bruemmer, Bill Churchill, Kelli Grubbs, Victoria Keninger, Gwendolyn Lee, Scott Pettis, Mary Pruess, Angela Stone and Julie Tonn.

**Others Present:** Christopher Meyer, Parks Liaison; Alderman Kyle Gripp, Council Liaison; Courtney Jones, Administrative Services Manager and Staff Liaison; and Stephanie Bley, Riverfront Community Engagement Coordinator.

Vice Chairwoman Bruemmer called the meeting to order at 5:33 p.m. and welcomed all in attendance.

### Approval of Minutes

Bruemmer asked for approval of the minutes from the September 26, 2023 meeting. Churchill moved to approve the minutes; Tonn seconded, and the motion was carried unanimously.

### New Business

The Commission reviewed the Taste of Ethiopia Lease. Bruemmer moved to approve the lease; Churchill seconded, and the motion was carried unanimously.

The Commission reviewed the Front Street Brewery Lease. Staff Liaison, Courtney Jones, provided an update regarding Front Street Brewery's interest in pursuing a long-term lease agreement (beyond three years) in the future. Grubbs moved to approve the presented lease, spanning three years; Churchill seconded, and the motion was carried unanimously.

### Future Business

Jones shared the itinerary for the November trolley tour and meeting. Jones will send out a draft of the Nestle Purina Petcare Company Lease for review prior to the November meeting.

Riverfront Community Engagement Coordinator, Stephanie Bley, provided an update on the Fright House After Dark event series, the Halloween parade, and the

upcoming ribbon cutting at Veterans Memorial Park. Bley shared plans for the Holiday Train and Jingle and Mingle on the Mississippi, and will continue to update the Commission on event progress via email.

#### Old Business

Jones and Bruemmer provided next steps for the Fehr Graham study and the long-term development of Union Station.

The causeway study grant for Credit Island will be awarded in December.

Bruemmer reviewed the list of proposed Capital Improvement Projects requiring immediate attention. Grubbs moved to direct City Staff to move forward; Churchill seconded and the motion was carried unanimously.

#### Park Liaison Report

Parks Advisory Board Liaison, Christopher Meyer, provided an update on the CIP presentation for the Parks and Recreation Department. Meyer also shared about the continued growth of the Davenport golf courses.

No public comments were made, and with no further business, the meeting adjourned at 6:21 p.m.

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Gwendolyn Lee, Chair

## LEASE – BUSINESS AGREEMENT

**THIS LEASE** is made as of the 28<sup>th</sup> day of November, 2023, between NESTLE PURINA PETCARE COMPANY, (“Tenant”), and the City of Davenport, Iowa, through its Riverfront Improvement Commission (“Landlord”).

### 1. LEASED PREMISES

- A. Landlord is the owner of the certain real property commonly known as 1655 West River Drive, Davenport, Iowa (the “Landlord Property”). The Landlord Property is improved with a 177,000 square foot parking lot.
- B. Tenant desires to obtain an exclusive lease to use that portion of the Landlord’s parking lot depicted on EXHIBIT A attached hereto and made a part of hereof (the “Leased Premises”) for the parking of trailers and related vehicles, and Landlord desires to grant such lease, on the terms and conditions set forth in this document.

### 2. TERMS AND CONDITIONS

In consideration of the Leased Premises set forth above, which by this reference are made a part of this Lease, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- A. **Grant of Lease.** Landlord hereby grants Tenant an exclusive lease (the “Lease”) to use the Leased Premises solely for the parking of trailers and related vehicles, and for no other purpose. The Lease and Tenant’s use of the Leased Premises, shall be subject to such reasonable rules that the Landlord may adopt from time to time upon notice to Tenant.
- B. **Term of Lease.** This Lease shall be in effect for three (3) year period, commencing on or about January 1, 2024 and terminating December 31, 2026.
- C. **Rental.** Beginning January 1, 2024, tenant shall pay to the landlord on the first day of each month for use of the leased premise, according to the following schedule.
  - I. For the three (3) years 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>
Year 1 - 3	\$13,860.00	\$1,155.00

- D. **Condition of Leased Premises: Repairs.** Tenant agrees that Landlord has provided Tenant the opportunity to inspect the Leased Premises, and that, except as set forth below, Tenant accepts the Leased Premises in "as-is" condition. Tenant shall keep the Leased Premises in good condition and repair, ordinary wear and tear expected. Annually, Landlord may, at its expense and discretion, re-grade the Landlord Property to remove substantial potholes.
- E. **Flooding.** In the event of flooding, rent shall be abated during that time period the Leased Premise is declared to be unfit for occupancy by any authorized public authority.
- F. **Insurance and Indemnity.** The Tenant shall secure and maintain such primary insurance policies as will protect themselves and/or their subcontractors from claims for general liability, bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by themselves or by any subcontractor or anyone employed by them directly or indirectly.

(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.

**Contractual Liability.** The insurance required above shall be primary insurance and non-contributory.

**Certificates of Insurance.** Certificate 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 City shall be identified as a certificate holder and specifically named as an additional insured under General Liability. The Tenant shall ensure 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 Tenant 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.

- G. **Waiver of Claims.** To the fullest extent permitted by law, Tenant hereby waives all claims against Landlord for any loss, injury, or damage suffered by Tenant, its employees, agents, servants, contractors, guests, and invitees relating to (a) loss or theft of, or damage to, property of Tenant or others, (b) injury or damage to persons or property resulting from fire, explosion, electricity, water, rain or snow, or (c) damage caused by other persons and Tenant agrees to indemnify Landlord for any such claims. The foregoing waiver shall not apply to the extent of Landlord's negligence or willful misconduct.
- H. **Default.** In the event Tenant defaults hereunder, Landlord may at its option terminate this Lease if Tenant does not cure such default within thirty (30) days after receipt of notice from Landlord.
- I. **Compliance with Laws.** Tenant shall comply with all laws and regulations concerning the Leased Premises and Tenant's use of thereof.
- J. **Attorneys' Fees.** If Landlord or Tenant becomes a party to any litigation concerning this Lease or the Leased Premises, by reason of any act or omission of the other party (the "indemnifying party"), its employees, agents, servants, contractors, guests, Tenants, or invitees, the indemnifying party shall be liable for court costs and reasonable attorneys' fees and expenses incurred by the indemnified party in connection with any such litigation. If either party commences an action against the other party arising out of or in connection with enforcement of this Lease, the prevailing party shall be entitled to have and recover from the other party court costs and reasonable attorneys' fees and expenses incurred by the prevailing party in connection with any such enforcement action.

### 3. **MISCELLANEOUS**

- A. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.
- B. All notices, waivers, demands, request, or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the third business day after in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery of such courier, in every case addressed to the part to be notified as follows:

#### **If to Tenant:**

Nestle Purina PetCare Company

607 Schmidt Road  
Davenport, Iowa 52802  
Attention: Richard Boyer

Legal Department  
One Checkerboard Square  
St. Louis, MO 63164

**If to Landlord:**

Riverfront Improvement Commission

Davenport City Hall  
226 West Fourth Street  
Davenport, Iowa 52801

Or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the other in the manner provided herein for the services of notices. Rejection or refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

**NESTLE PURINA PETCARE COMPANY**

**RIVERFRONT IMPROVEMENT COMMISSION**

By \_\_\_\_\_

By \_\_\_\_\_

Gwendolyn Lee, Chair

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A.**

