

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, FEBRUARY 27, 2018; 5:30 PM

POLICE DEPARTMENT COMMUNITY ROOM, 416 NORTH HARRISON STREET,
DAVENPORT, IOWA

I. Call to Order

II. Approval of Minutes

- A. Approve the Minutes from the January 23, 2018 special and regular meetings - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. Cobham Life Support (Freight House Kitchen) - ACTION
- B. Antonella's 2 at the Freight House - ACTION
- C. Rock River Family Office (Union Station) - DISCUSSION
- D. Generosity Coaching (Union Station) - DISCUSSION/ACTION

V. Projects

- A. FY2019 Recommended Budget - ACTION

VI. Staff Report

- A. Parks and Recreation Advisory Board Report

VII. Other Business

- A. Public With Business

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, March 27, 2018 at 5:30 p.m.

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:

Approve the Minutes from the January 23, 2018 special and regular meetings - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Minutes1-23-18

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 3:58 PM



Riverfront Improvement Commission

Mission Statement:

The Davenport Riverfront Improvement Commission enhances the quality of life in our community by improving the riverfront through stewardship, innovative planning and management of resources.

Strategic Goal 1: Actively collaborate with stakeholders.

(COLLABORATION)

Strategic Goal 2: Implement a bi-annual planning process that prioritizes Commission activities to meet community needs.

(PLANNING)

Strategic Goal 3: Develop and maintain funding to meet the established goals of the Commission and assure the financial viability of the Levee Improvement Fund and to maintain an appropriate fund balance.

(FUNDING)

Strategic Goal 4: Utilize staff and Commission members to efficiently and effectively carry out the duties and responsibilities assigned to the Commission.

(ADMINISTRATION)

Strategic Goal 5: Implement riverfront development projects.

(RIVERFRONT PROJECTS)

Riverfront Improvement Commission
and Parks and Recreation Advisory Board

JOINT SPECIAL MEETING

Minutes
January 23, 2018

Present: Bill Ashton, Dee Bruemmer, Shelley Chambers, Karin Elftmann-Gross, Kelli Grubbs, Karl Rhomberg, and Mike Veal; Wendy Peterson, Richard Thomas, Steve Duffy, Kris Woodard, Jerry Coiner, Kim Knoth, Leah Spratt, Maureen Lemek, Tegan Bitting, and Willo Salter.

Others Present: Ryan Peterson, RDG; Zach Peterson, PW staff; Ald. Kyle Gripp, RIC Council Liaison; Scott Hock, Parks staff; Steve Ahrens, RIC staff; Pat Driscoll, City Communications; Multiple media outlets; and Citizens.

Parks Board Chairman, Richard Thomas, and Riverfront Improvement Commission Vice Chairwoman, Dee Bruemmer, called the meeting to order at 5:30 p.m. The first order of business was to call the roll, where a quorum for each group was announced.

Projects

Zach Peterson with Public Works provided an introduction for the Riverfront Design Guidelines project, then introduced Ryan Peterson with RDG, who provided a presentation of the final draft.

Following the design guidelines presentation, Zach Peterson provided an update on plans and activity for Main Street Landing.

Discussion following the presentations focused on the following: Ensuring adequate maintenance and operation funding for any new capital and programmatic activities, the safe separation of bicycle and pedestrian traffic between the recreational trail and Riverwalk along the river, the cost for use of the flex space by food trucks, the preparation of the plans and specifications for the flex space and the timeline for completion, and ensuring that any new benches and/or furniture are accessible to all.

Other Business

With no public with business to present, and with no further business, the meeting was adjourned at 6:35 p.m.

Karl Rhomberg, RIC Secretary
Scott Hock, Parks Acting Secretary

Riverfront Improvement Commission
Minutes
January 23, 2018

Present: Bill Ashton, Dee Bruemmer, Shelley Chambers, Karin Elftmann-Gross, Kelli Grubbs, Karl Rhomberg, and Mike Veal

Others Present: Ald. Kyle Gripp, City Council; Pat Driscoll, City Communications; Various media outlets, Citizens; and Steve Ahrens, Riverfront Improvement Commission

Vice Chairwoman Bruemmer called the meeting to order at 6:40 p.m. Ahrens announced the absences for the meeting and the resignation of Carolyn Ontiveros from the Commission due to relocation.

Grubbs moved to approve the minutes of the December 19 regular meeting. Chambers seconded the motion and it carried.

Finance

Ahrens presented the previous month's disbursements, aged receivables report and the FY2018 Lease Report. Grubbs moved to approve the disbursements. Elftmann-Gross seconded the motion and it carried.

Leases

Staff provided the draft lease renewal agreement for the Freight House Farmer's Market at the Freight House. Ashton moved to approve the agreement. Grubbs seconded the motion and it carried.

Ahrens presented the draft lease agreement for Antonella's by Papa Reno at the Freight House. The agreement will be considered for approval at the next meeting.

Projects

Staff presented the FY2019 recommended budget for the Riverfront Improvement Commission, which will be considered for approval at the next meeting.

Staff Report

Parks and Recreation Advisory Board Report – Chairman Richard Thomas was absent.

Ahrens provided updates on a variety of topics, including:

- Miniature golf proposal likely at February meeting
- Semi-trailer parking lot transition from Kraft to Nestle on February 1
- Union Station & Freight House RFPs update
- New partial dock system at Marquette Landing bid award

- Bix Society office at Union Station relocation
- Volunteers from the Commission requested for a Liaison to Parks Advisory Board and to the Freight House Farmer's Market Board of Directors

Other Business

Following public with business to present, and with no further business, the meeting was adjourned at 7:40 p.m.

Karl Rhomberg, Secretary

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	FEBDisbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 4:00 PM

Revenue/Billing Table
FY - 2018 Levee Fund #740

Lessee	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Summary
1 Front Street Brewery - FH	2,952.00	2,952.00	2,952.00	2,952.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	35,856.00
2 Nostalgia Deli	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	9,999.96
3 Nostalgia Deli - 4%	2,108.15	1,710.42	1,475.69	971.28	867.34	663.00	739.12	988.33	967.70	1,306.85	1,610.77	1,921.44	15,329.09
4 MidAmerican Co.	6,000.00									3,900.00			6,000.00
5 Lake Davenport Sailing Club							5,000.00						3,900.00
6 LPBC/Lindsay Park Boat Club							2,500.00						5,000.00
7 CHS, Inc / Harvest States Coop	2,500.00			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
9 Driftwood	1,566.98	1,443.64	1,232.41	765.78	375.50	519.76	352.76	531.48	554.90	765.98	1,114.80	1,428.67	10,652.66
10 River's Edge												2,500.00	2,500.00
11 Union Station	2,583.33	2,583.33	2,583.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,749.99
12 MVBS-Union Station	160.00	160.00	160.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	2,010.00
13 Bix Society-Union Station	875.00	875.00	875.00	875.00	875.00	875.00	875.00	875.00					7,000.00
14 Marine Specialties	2,500.00	2,500.00	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	15,000.00
15 Front Street Brewery	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
16 Freight House Farmers Market	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,500.00	1,500.00	1,500.00	1,500.00	17,333.36
17 Rock River Family Office	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,467.00	2,467.00	2,467.00	27,818.31
18 Nesille - SemiParkingLot	675.00	675.00	675.00	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	11,025.00
19 Nordby - Generosity Coaching	125.00	125.00	125.00	125.00	125.00	125.00	130.00	130.00	130.00	0.00	0.00	0.00	1,140.00
20 Antonella's											1,333.33	1,333.33	2,666.66
21 Package Express	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal	27,054.05	18,032.98	16,087.02	15,367.65	12,427.43	12,367.35	19,780.47	12,709.40	11,920.52	18,939.16	13,191.90	16,316.44	196,861.03
Miscellaneous													
1 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
Subtotal	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
Total	27,054.05	18,032.98	16,087.02	15,367.65	12,427.43	12,367.35	20,780.47	12,709.40	11,920.52	18,939.16	13,191.90	16,316.44	197,861.03

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City of Davenport
YTD REPORT



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JOURNAL DETAIL 2018 7 TO 2018 7

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450110 INTEREST POOLED INVESTMENTS	0	0	0	-46.00	.00	46.00	100.0%
450404 LEVEE COMMISSION RENT	-230,000	0	-230,000	-168,551.98	.00	-61,448.02	73.3%
480690 MISCELLANEOUS	-42,000	0	-42,000	-35,094.53	.00	-6,905.47	83.6%
489491 TRANSFER LOCAL OPTION SALES	-41,000	0	-41,000	.00	.00	-41,000.00	.0%
490865 FUND BALANCE APPROPRIATION	5,685	0	5,685	.00	.00	5,685.00	.0%
TOTAL UNDEFINED	-307,315	0	-307,315	-203,692.51	.00	-103,622.49	66.3%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	71,400	0	71,400	44,817.88	.00	26,582.12	62.8%
510120 RETIREMENT-FICA	5,462	0	5,462	3,549.86	.00	1,912.14	65.0%
510130 RETIREMENT-IPERS	6,569	0	6,569	4,002.24	.00	2,566.76	60.9%
510140 EMPLOYEE INSURANCE	10,300	0	10,300	6,930.16	.00	3,369.84	67.3%
510161 DEFERRED COMP	3,570	0	3,570	2,240.96	.00	1,329.04	62.8%
510162 RETIREMENT HEALTH SAVINGS	714	0	714	448.16	.00	265.84	62.8%
520201 OFFICE SUPPLIES	200	0	200	96.07	.00	103.93	48.0%
520205 UTILITY SERVICES	75,000	0	75,000	54,477.54	.00	20,522.46	72.6%
520210 TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%
520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES	5,000	0	5,000	.00	.00	5,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS	42,000	-740	41,260	33,724.29	3,608.84	3,926.72	90.5%
520297 PROJECT EXPENSE	20,000	-500	19,500	10,127.73	.00	9,372.27	51.9%
560606 TELEPHONE EXPENSE	450	0	450	286.71	.00	163.29	63.7%
560623 FACILITIES MAINTENANCE	14,050	0	14,050	6,102.10	.00	7,947.90	43.4%
TOTAL PROJECT MANAGEMENT	254,815	-1,240	253,575	166,828.70	3,608.84	83,137.31	67.2%
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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YTD REPORT



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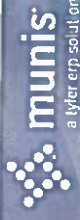
JOURNAL DETAIL 2018 7 TO 2018 7

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LEVEE IMPROVEMENT	0	-1,240	-1,240	-36,863.81	3,608.84	32,014.82	2681.5%
TOTAL REVENUES	-307,315	0	-307,315	-203,692.51		-103,622.49	
TOTAL EXPENSES	307,315	-1,240	306,075	166,828.70	3,608.84	135,637.31	
GRAND TOTAL	0	-1,240	-1,240	-36,863.81	3,608.84	32,014.82	2681.5%

** END OF REPORT - Generated by STEVE D AHRENS **

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City of Davenport
MONTHLY DETAIL REPORT



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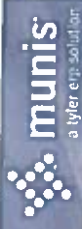
FOR 2018 08

JOURNAL DETAIL 2018 8 TO 2018 8

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALARIES	71,400	0	71,400	44,817.88	.00	26,582.12	62.8%
2018/08/080038 02/02/2018 PRJ	2,801.12 REF PY0202						
2018/08/080691 02/16/2018 PRJ	2,801.11 REF PY0216						
WARRANT=020218 RUN=1 BI-WEEKL							
WARRANT=021618 RUN=1 BI-WEEKL							
TOTAL FULL TIME SALARIES	71,400	0	71,400	44,817.88	.00	26,582.12	62.8%
510102 PART TIME SALARIES							
54741013 510102 PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
54741013 510102 USDA PART TIME SALA	0	0	0	.00	.00	.00	.0%
TOTAL PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
510103 TEMPORARY SALARIES							
54741013 510103 TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
TOTAL TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
510105 OVERTIME PAY							
54741013 510105 OVERTIME PAY	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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JOURNAL DETAIL 2018 8 TO 2018 8

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OVERTIME PAY	0	0	0	.00	.00	.00	.0%
510120 RETIREMENT-FICA							
54741013 510120 RETIREMENT-FICA	5,462	0	5,462	3,549.86	.00	1,912.14	65.0%
2018/08/080038 02/02/2018 PRJ	220.81 REF PY0202						
2018/08/080691 02/16/2018 PRJ	220.99 REF PY0216						
54741013 510120 USDA RETIREMENT-FICA	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,462	0	5,462	3,549.86	.00	1,912.14	65.0%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPERS	6,569	0	6,569	4,002.24	.00	2,566.76	60.9%
2018/08/080038 02/02/2018 PRJ	250.14 REF PY0202						
2018/08/080691 02/16/2018 PRJ	250.14 REF PY0216						
54741013 510130 USDA RETIREMENT-IPERS	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	6,569	0	6,569	4,002.24	.00	2,566.76	60.9%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURANCE	10,300	0	10,300	6,930.16	.00	3,369.84	67.3%
2018/08/080691 02/16/2018 PRJ	866.27 REF PY0216						
TOTAL EMPLOYEE INSURANCE	10,300	0	10,300	6,930.16	.00	3,369.84	67.3%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%

**City of Davenport
MONTHLY DETAIL REPORT**

JOURNAL DETAIL 2018 8 TO 2018 8

ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE RETIREMENT						
510161 DEFERRED COMP	0	0	.00	.00	.00	.0%
54741013 510161 DEFERRED COMP						
2018/08/080038 02/02/2018 PRJ	3,570	0	2,240.96	.00	1,329.04	62.8%
2018/08/080691 02/16/2018 PRJ	140.06 REF PY0202 140.06 REF PY0216			WARRANT=020218 WARRANT=021618	RUN=1 BI-WEEKL RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP						
510162 RETIREMENT HEALTH SAVINGS	3,570	0	2,240.96	.00	1,329.04	62.8%
54741013 510162 RETIREMENT HEALTH						
2018/08/080038 02/02/2018 PRJ	714	0	448.16	.00	265.84	62.8%
2018/08/080691 02/16/2018 PRJ	28.01 REF PY0202 28.01 REF PY0216			WARRANT=020218 WARRANT=021618	RUN=1 BI-WEEKL RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS						
510175 CLOTHING EXPENSE	714	0	448.16	.00	265.84	62.8%
54741013 510175 CLOTHING EXPENSE						
TOTAL CLOTHING EXPENSE	0	0	.00	.00	.00	.0%
520201 OFFICE SUPPLIES						
54741013 520201 OFFICE SUPPLIES	200	0	96.07	.00	103.93	48.0%
2018/08/080271 02/08/2018 API	70.00 VND 003744 VCH			DAVENPORT PRINTING C STEVE AHRENS BUSINESS CARDS		172319

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2018 08

JOURNAL DETAIL 2018 8 TO 2018 8

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OFFICE SUPPLIES	200	0	200	96.07	.00	103.93	48.0%
520205 UTILITY SERVICES							
54741013 520205 UTILITY SERVICES	75,000	0	75,000	60,091.51	.00	14,908.49	80.1%
2018/08/080627 02/15/2018 API	83.31 VND 001322 VCH						
2018/08/080909 02/22/2018 API	5,613.97 VND 014254 VCH						172606
							Utility Payment 07/2018
TOTAL UTILITY SERVICES	75,000	0	75,000	60,091.51	.00	14,908.49	80.1%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%*
TOTAL TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL SERVICES	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 SERVI	5,000	0	5,000	.00	.00	5,000.00	.0%
54741013 520217 USDA PROFESSIONAL S	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2018 08

JOURNAL DETAIL 2018 8 TO 2018 8

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICES	5,000	0	5,000	.00	.00	5,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLDGS	42,000	-740	41,260	33,724.29	3,608.84	3,926.72	90.5%
2018/08/080271 02/08/2018 API	377.91 VND 005175 VCH		JOHNSON CONTRACT	HEATING WORK- UNION STATION AN			172370
2018/08/080271 02/08/2018 API	211.25 VND 005175 VCH		JOHNSON CONTRACT	HEATING WORK- UNION STATION AN			172370
2018/08/080276 02/08/2018 API	80.00 VND 024588 VCH		PREMIER PEST MGT SVS	PEST MANAGEMENT FREIGHT HOUSE			172419
2018/08/080608 02/15/2018 API	14.00 VND 000729 VCH		LAMBACH INC, WALT	FIRE EXTINGUISHER INSPECTION 2			172617
2018/08/080608 02/15/2018 API	20.00 VND 000729 VCH		LAMBACH INC, WALT	FIRE EXTINGUISHER INSPECTION 2			172617
2018/08/080608 02/15/2018 API	1,410.18 VND 001306 VCH		KONE INC	FY 18 ANNUAL MAINTENANCE 2ND H			172614
2018/08/080869 02/22/2018 API	900.00 VND 016024 VCH		XENOTRONICS	2018 MONITORING UNION STATION			
2018/08/080884 02/22/2018 API	374.50 VND 007584 VCH		L&L LAWN AND MAINT	2/6/18 & 2/7/18 SNOW REMOVAL A			
2018/08/080884 02/22/2018 API	374.50 VND 007584 VCH		L&L LAWN AND MAINT	2/6/18 & 2/7/18 SNOW REMOVAL A			
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	-740	41,260	33,724.29	3,608.84	3,926.72	90.5%
520245 PAYMENT TO OTHER AGENCY							
54741013 520245 PAYMENT TO OTHER A	0	0	0	.00	.00	.00	.0%
TOTAL PAYMENT TO OTHER AGENCY	0	0	0	.00	.00	.00	.0%
520262 INTERDEPARTMENT SERVICE CHG							
54741013 520262 INTERDEPARTMENT SE	0	0	0	.00	.00	.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG	0	0	0	.00	.00	.00	.0%
520297 PROJECT EXPENSE							
54741013 520297 PROJECT EXPENSE	20,000	-500	19,500	10,127.73	.00	9,372.27	51.9%

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City of Davenport
MONTHLY DETAIL REPORT



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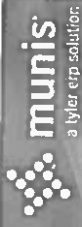
FOR 2018 08

JOURNAL DETAIL 2018 8 TO 2018 8

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROJECT EXPENSE	20,000	-500	19,500	10,127.73	.00	9,372.27	51.9%
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES & S	0	0	0	.00	.00	.00	.0%
TOTAL OTHER SUPPLIES & SERVICES	0	0	0	.00	.00	.00	.0%
530303 OPERATING EQUIPMENT							
54741013 530303 USDA OPERATING EQUI	0	0	0	.00	.00	.00	.0%
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPENSE	450	0	450	286.71	.00	163.29	63.7%
TOTAL TELEPHONE EXPENSE	450	0	450	286.71	.00	163.29	63.7%
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							
54741013 560623 FACILITIES MAINTEN	14,050	0	14,050	6,102.10	.00	7,947.90	43.4%

02/21/2018 12:03
sahrens

City of Davenport
MONTHLY DETAIL REPORT



P 7
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FOR 2018 08

JOURNAL DETAIL 2018 8 TO 2018 8						
ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL FACILITIES MAINTENANCE						
14,050	0	14,050	6,102.10	.00	7,947.90	43.4%
560633 WORKERS COMPENSATION INSURANCE						
54741013 560633 WORKERS COMPENSATI						
0	0	0	.00	.00	.00	.0%
TOTAL WORKERS COMPENSATION INSURANCE						
0	0	0	.00	.00	.00	.0%
TOTAL PROJECT MANAGEMENT						
254,815	-1,240	253,575	172,442.67	3,608.84	77,523.34	69.4%
TOTAL LEVEE IMPROVEMENT						
254,815	-1,240	253,575	172,442.67	3,608.84	77,523.34	69.4%
TOTAL EXPENSES						
254,815	-1,240	253,575	172,442.67	3,608.84	77,523.34	
GRAND TOTAL						
254,815	-1,240	253,575	172,442.67	3,608.84	77,523.34	69.4%

** END OF REPORT - Generated by STEVE D AHRENS **

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:
Cobham Life Support (Freight House Kitchen) - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Cobham Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 4:03 PM

LICENSE AGREEMENT

THIS License Agreement ("License") is made and entered into at Davenport, Iowa on this 27th day of February, 2018 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Land Owner," and Cobham Life Support, hereinafter designated as "Licensee."

A. For the purposes described below, Licensee is allowed to use of the following described property located in Davenport, Iowa:

The Freight House complex, second floor at 421 West River Drive, Davenport, Scott County, Iowa, the kitchen area, (when adjoining second floor venue is not rented), and made a part hereof.

B. This License shall be effective beginning March 1, 2018, and shall terminate on April 30, 2018, unless earlier terminated or extended by mutual agreement.

C. There shall be regular check-in points between the Land Owner and the Licensee, at times and places mutually agreeable to both parties.

D. The rent shall be charged at \$100.00 per day of use. Typically, the use shall be Monday-Friday from 6am until 3pm. The billing shall be invoiced on the first day of each month.

E. The Licensee has exclusive use of the Premises (sans scheduled events) and non-exclusive use of and access to the Freight House parking lot, located to the south of the complex, and other common areas. It is intended that all licensees and related uses will work with the Land Owner regarding the use of such leased area to accommodate needs and to avoid scheduling conflicts.

F. The Licensee shall occupy and use the Premises for the operation of its off-site company kitchen service temporarily while the primary site is remodeled. No other uses shall be permitted without the written consent of the Land Owner. The Licensee shall not sell, or permit to remain in or about the Premises, any article that may be prohibited by standard form fire insurance policies.

G. The Licensee shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Licensee. The Land Owner shall be responsible for fire and extended coverage, including casualty, on the building that the Premises are located in.

H. The Licensee will hold the Land Owner harmless from any third-party claim for tangible property damage or bodily injury to the extent arising from the negligence or willful misconduct of the Licensee. "Licensee" includes Licensee, its officers, employees, volunteers, or agents.

I. During the entire term of this License, the Land Owner and Licensee, at their sole cost and expense, will each keep their respective property interests in the Premises and their liability interests reasonably insured against hazard and casualty and against claims for personal injury,

death, or property on the Premises and reasonably insured against hazard and casualty against claims for personal injury, death, or property damage occurring in, upon, or about the Premises. Licensee's policy shall name the Land Owner as a certificate holder and identify the Land Owner as an "additional insured on a primary basis and non-contributory" per this contract, in the Description of Operations. Neither party hereto will do or omit the doing of any act which would invalidate either insurance policy. The Licensee agrees to provide evidence of the issuance of its policy to the Land Owner within Ten (10) Days after the commencement of this License. The Land Owner shall be notified in writing at least Thirty (30) Days prior to the cancellation of the Licensee's policy. The Licensee shall have, as a minimum, the following insurance:

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

(2) General Liability

Each Occurrence	\$1,000,000
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General Aggregate	\$2,000,000
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(3) Excess Liability Umbrella Form	\$3,000,000
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Waiver of Subrogation - Land Owner and Licensee each hereby release the other from liability for damage or destruction to the Leased Premises and the improvements located on the Property, whether or not caused by acts or omissions of the other party; provided, however, such release shall only be in force and effect in respect of damage or destruction normally covered by standard policies of fire insurance with extended coverage (whether or not such coverage is in effect). Each party shall cause its fire insurance policies to contain a provision whereby the insurer either waives any right of subrogation against the other party or agrees that such a release shall not invalidate the insurance, whichever is obtainable.

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

K. Land Owner shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Premises. The Licensee shall pay all charges for telephone and internet service, while the Land Owner shall cover costs for trash, garbage, and rubbish removal used and removed to dumpster by the Licensee. Any security deposit or connection charges required by any utility company to furnish service to the Licensee shall be paid by the Licensee. Land Owner shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

L. The Licensee shall permit the Land Owner and the Land Owner's agents to enter into and upon the Premises as may be required, for the purpose of inspecting the same, or for the purpose of maintaining the buildings in which said Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said buildings.

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

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

O. This License (a) binds and benefits the parties and their successors in interest, heirs, beneficiaries, legal representatives, and permitted assigns; (b) is governed by and construed in accordance with Iowa law; and (c) may be signed in several counterparts, each of which will be an original and all of which will constitute one agreement. Time is of the essence of each provision in this License, and the unenforceability, invalidity, or illegality of any provision does not affect or impair any other provision or render it unenforceable, invalid, or illegal. A party's failure to enforce at any time or for any period of time any provision of this License or to exercise any right or remedy does not constitute a waiver of such provision, right, or remedy, or prevent such party thereafter from enforcing any or all provisions and exercising any or all rights and remedies. The exercise of any right or remedy does not constitute an election or prevent the exercise of any or all rights or remedies. Unless the context clearly indicates otherwise, the use of the singular includes the plural, and vice versa; and the use of any gender is applicable to any other gender.

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

COBHAM LIFE SUPPORT

**RIVERFRONT IMPROVEMENT
COMMISSION**

Date: _____

Date: _____

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:
Antonella's 2 at the Freight House - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Antonella's 2 Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 4:04 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 27th day of February, 2018 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Antonella's 2, 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 restaurant, as hereafter described:

The Freight House complex, first floor at 421 West River Drive, Davenport, Scott County, Iowa, to include approximately 2,000 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 Thirty-Six (36) Months, and shall have possession on March 1, 2018 and shall terminate on February 28, 2021. 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. Beginning on May 1, 2018, 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 term 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 3 – 12	\$16,000.00	\$1,333.33
Months 13-36	\$18,000.00	\$1,500.00

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 restaurant 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 Tenant will hold the Landlord exempt and harmless from any damage or injury to any person arising from the use of the Leased Premises by the Tenant, or from failure of the Tenant to keep the Leased Premises in good condition and repair as herein provided. The Tenant shall not be responsible for damage or injury caused by the Landlord's negligence.

B. During the entire term of this Lease, the Landlord and Tenant, at their sole costs and expense will each keep their respective property interests in the Leased Premises and their liability interests reasonably insured against hazard and casualty and against claims for personal injury, death, or property on the Leased Premises and reasonably insured against hazard and casualty against claims for personal injury, death, or property damage occurring in, upon, or about the Leased Premises. Tenant's policy shall name the Landlord as a certificate holder and identify the Landlord in the Description of Operations as an "additional insured".

Neither party hereto will do or omit the doing of any act which would invalidate either insurance policy. The Landlord and Tenant agree to provide evidence of the issuance of each respective policy to the other within Ten (10) Days after the commencement of this Lease the Landlord shall be notified in writing at least Thirty (30) Days prior to the cancellation of the Tenant's policy. The Tenant shall have, as a minimum, the following insurance:

(1) Commercial General Liability

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

(2) Excess Liability Umbrella Form \$1,000,000

The insurance required above under commercial general liability above shall be Primary insurance and non-contributory.

(3) Provide proof of dram shop coverage with outside service area.

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

Waiver of Subrogation - Landlord and Tenant each hereby release the other from liability for damage or destruction to the Leased Premises and the improvements located on the Property, whether or not caused by acts or omissions of the other party; provided, however, such release shall only be in force and effect in respect of damage or destruction normally covered by standard policies of fire insurance with extended coverage (whether or not such coverage is in effect). Each party shall cause its fire insurance policies to contain a provision whereby the insurer either waives any right of subrogation against the other party or agrees that such a release shall not invalidate the insurance, whichever is obtainable.

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 there of, 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. The Landlord shall complete a wall section separating into two distinct spaces and shall construct a fenced gate to separate the existing service area.

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 may use the existing fixtures and equipment, and at its expense, will provide for the operational maintenance of the same. 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, and prorated cleaning services for the adjacent restrooms. 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 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 wooden 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 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.

ANTONELLA'S 2, INC.

**RIVERFRONT IMPROVEMENT
COMMISSION**

Date: _____

Date: _____

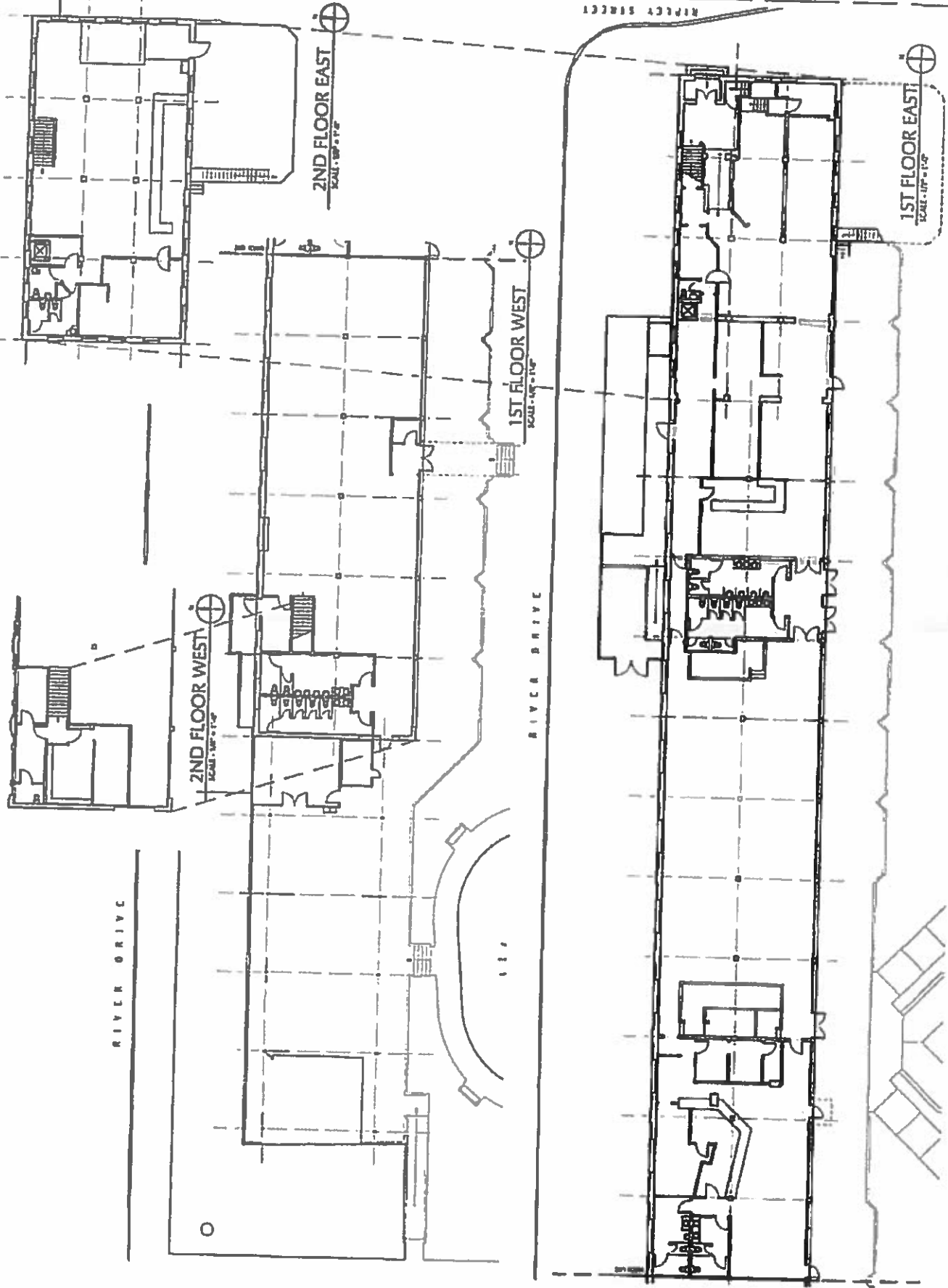
ARCHITECTS
A. INTERIOR
B. EXTERIOR
C. MECHANICAL
D. ELECTRICAL
E. PLUMBING
F. PAINTING
G. LANDSCAPE
H. OTHER

CITY OF DAVENPORT
FRIEDHOUSE EXISTING CONDITIONS
DAVID DAVIS, DAVENPORT, IOWA

0. 1 2 3 4 5 6 7 8 9 10
ASD IN. 1/8" = 1'-0"

0929F
0929F

A1
A1



City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:
Rock River Family Office (Union Station) - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Rock River Family Office Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 4:06 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 27th day of March 2018 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Rock River Family Office, 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 as hereafter described:

Part of the second floor of the Union Station at 102 South Harrison Street, Davenport, Scott County, Iowa, to include a total of 2,388 square feet as shown on the attached floor plans, 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, and is zoned for use as an office.

2. TERM

A. The term of this Lease shall be for a period of Three Years (3), commencing April 1, 2018 and terminating 3 years following on March 31, 2021.

3. RENTAL

The Tenant shall pay to the Landlord for use of the Leased Premises the following sums per year paid on a monthly basis for the 2,388 square feet of office space. A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Thirtieth (30th) day of the month. The late payment fee shall be in addition to and not in lieu of other available remedies.

For the first through the twelfth (12) 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>
Month 1 – 12	\$29,604.00	\$2,467.00

Rent shall increase by 3.0% per year as follows:

	<u>Annual</u>	<u>Per month</u>
Month 13 – 24	\$30,492.00	\$2,541.00
Month 25 – 36	\$31,404.00	\$2,617.00

The Tenant may have up to Five (5) reserved/assigned parking spaces included with the rent. A non-exclusive customer parking area has been designated on the north and south sides of the canopy between the Union Station and Package Express buildings.

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 an office 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. Tenant must maintain an active office (open for business at least 3 days per week every week except for reasonable illness, holidays and vacations) in the Leased Premises and cannot simply use the space as storage.

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.

C. The Tenant shall not employ any type of sound-emitting device in or about the Leased Premises that is audible outside the Leased Premises, except for fire and burglar alarms.

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
--	-------------

(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 arising out of or resulting from the performance of the work, 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. In any and all claims against the City, its officials or any of its agents or employees by any employee 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, the indemnification obligation under this Paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

8. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alternations, after the build-out including an electronic security system, of the Leased Premises, or any part there of, 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 as a result of acts by the tenant, 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 on the Leased Premises for such sanitary receptacles, to the extent practical.

C. Landlord shall, at its sole cost and expense, maintain in a good state of repair, including regular cleaning at least once per month, the following areas: main floor restrooms, southeast entrance area, elevator, main stairs and second floor common area.

D. Landlord shall maintain all exterior portions of the building in good repair including repainting of all exterior wood trim in 2018.

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. The Landlord shall add the Tenant to the building directory sign within 30 days of occupancy.

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 Landlord shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. Tenant shall provide and pay all charges for telephone and internet service 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. 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 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. In all cases, Landlord shall notify Tenant of intent to enter to allow Tenant to arrange to have someone present while the Landlord or the Landlord's agents are in the Leased Premises. 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. 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. HOLDING OVER

Continued possession, beyond the expiration date of the term of this lease, by the Tenant, coupled with the acceptance of the specified rental by the Landlord (and absent a written agreement by both parties for the extension of this lease, or for a new year) shall constitute a month-to-month extension of this lease.

31. FLOODING

Landlord agrees that it will make reasonable efforts to allow access to the leased premises during periods of flooding. Landlord and Tenant agree that each shall cooperate with emergency service utility company personnel or flood control personnel in the event of a flood. If events require the tenant to move out of occupancy because of flooding, the rent shall be abated for those days that tenancy is not possible.

32. 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. 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 second floor offices shown on Exhibit A of the building plan.

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.

33. 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

**ROCK RIVER
FAMILY OFFICE, LLC**

**RIVERFRONT
IMPROVEMENT COMMISSION**

By _____
Ann Nordby, Principal

By _____
Pat Walton, Chairman

By _____
Adam Kunkel, Principal

Date _____

Date _____

Attach Exhibit A

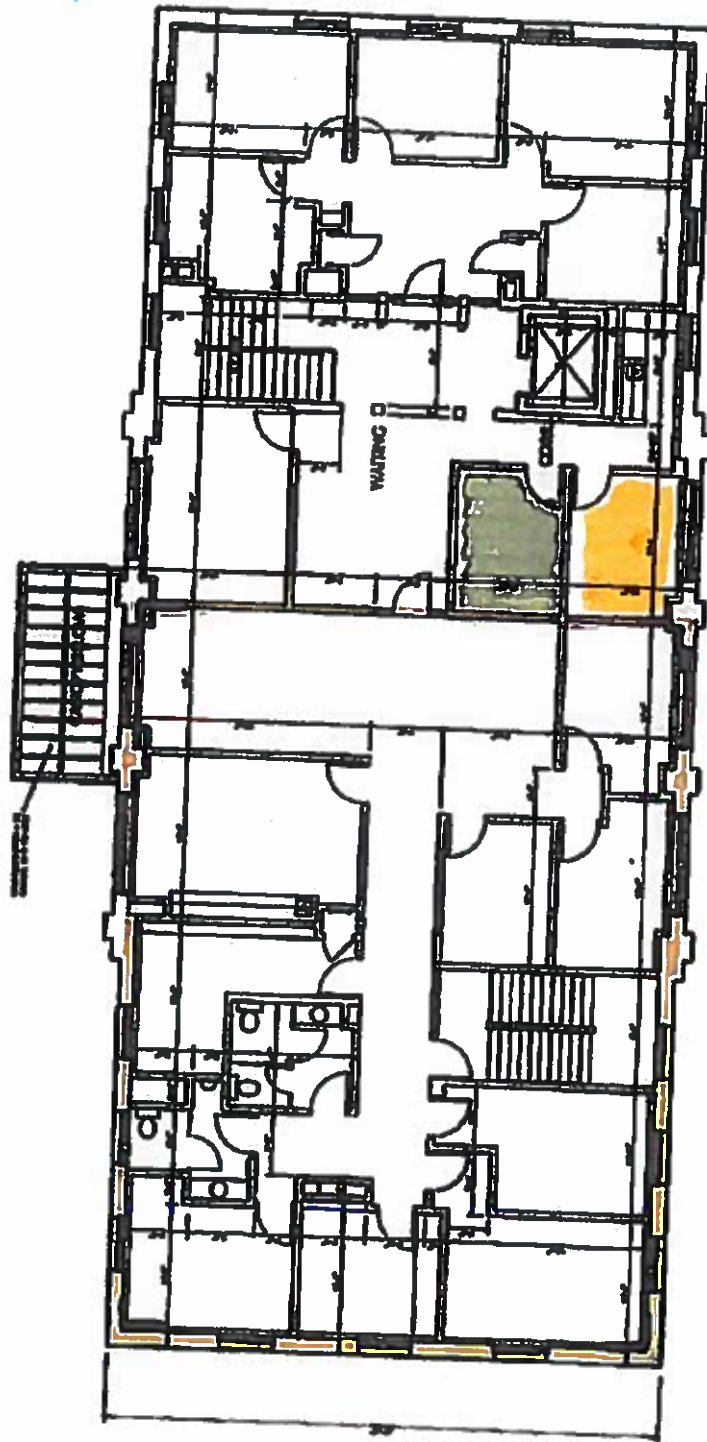
UNION STATION CONVERSION
ARCHITECTURAL/ELECTICAL
100 NORTH HANCOCK STREET, SUITE 200
ANN ARBOR, MI 48106
TEL: 734.769.1234
FAX: 734.769.1235
WWW.UTCONVERSION.COM

UNION STATION CONVERSION
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SEE EXHIBIT 10 FOR A MORE DETAILED PLAN



SECOND FLOOR PLAN - PROPOSED
SCALE: 1/8" = 1'-0"

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:
Generosity Coaching (Union Station) - DISCUSSION/ACTION

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 4:08 PM

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:
FY2019 Recommended Budget - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	FY19 Budget

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 4:10 PM

LEVEE FUND - FY2019 BUDGET
July 1, 2018 - June 30, 2019

DRAFT

	FY2019 Recommended	FY2018 Projected	FY2017 Actual
Beginning Fund Balance	\$62,048	\$18,148	\$24,392
Revenues & Transfers In			
Interest Earnings	\$150	\$150	\$150
Riverfront Commission Rents	\$220,000	\$230,000	\$198,142
Transfers In	\$75,000	\$120,000	\$75,000
MISC and Grants	\$42,000	\$42,000	\$62,500
Total Operations Revenue	\$337,150	\$392,150	\$335,792
Expenditures & Transfers Out			
Office Supplies	\$200	\$200	\$255
Utility Services	\$85,000	\$85,000	\$97,353
Technical Services	\$100	\$100	\$0
Professional Services	\$99,000	\$99,000	\$98,469
Maintenance-Bldgs&Grnds	\$42,000	\$42,000	\$43,516
Project Expense	\$20,000	\$20,000	\$15,242
Telephone Expense	\$450	\$450	\$446
Facilities Maintenance	\$19,000	\$19,000	\$11,255
Total CPED-Operations	\$265,750	\$265,750	\$266,536
Riverfront Maintenance Program - Transfer to City	\$52,500	\$52,500	\$52,500
Total	\$318,250	\$318,250	\$319,036
Capital Project Expenditures	\$0	\$30,000	\$23,000
Total	\$318,250	\$348,250	\$342,036
Changes to Fund Balance - Addition/(Reduction)	\$18,900	\$43,900	(\$6,244)
ENDING FUND BALANCE	\$80,948	\$62,048	\$18,148

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:
Parks and Recreation Advisory Board Report

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 4:11 PM

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:
Public With Business

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 4:13 PM

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission
Contact Info: Steve Ahrens 888-2235

Date
2/27/2018

Subject:
Tuesday, March 27, 2018 at 5:30 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	2/23/2018 - 4:14 PM