

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, MAY 22, 2018; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

A. Approve Minutes from the March 27 meeting - ACTION

III. Finance

A. Approve the Disbursements - ACTION

IV. Leases

A. Union Station, Second Level - DISCUSSION

B. Freight House, East End Main & Upper Levels - DISCUSSION

V. Projects

A. CIP Project Updates

VI. Staff Report

A. Parks and Recreation Advisory Board Report

VII. Other Business

A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

A. Tuesday, June 26, 2018 at 5:30 p.m.

City of Davenport
Riverfront Improvement Commission

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

Date
5/22/2018

Subject:
Approve Minutes from the March 27 meeting - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	RIC Minutes 3-27-18

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/17/2018 - 4:19 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
Minutes
March 27, 2018

Present: Pat Walton, Bill Ashton, Dee Bruemmer, Shelley Chambers, Bill Churchill, Frank Clark, Kelli Grubbs, and Breanne Pairrett

Others Present: Ald. Kyle Gripp, City Council; Kathy Wine, River Action; Zach Peterson, Public Works; Pat Driscoll, City Communications; and Steve Ahrens, Riverfront Improvement Commission

Chairman Walton called the meeting to order at 5:30 p.m. Ahrens announced the quorum had been met for the meeting.

Grubbs moved to approve the minutes of the February 27 regular meeting. Ashton seconded the motion.

Finance

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

Leases

Ahrens provided the draft lease renewal agreement with Rock River Family Office for its second floor Union Station office suite and explained its expansion plans. Chambers moved to approve the agreement. Ashton seconded the motion and it carried.

Staff introduced a seasonal use agreement with the Taste of Ethiopia, a farmer's market vendor, for the upper level kitchen at the Freight House. Grubbs moved to approve the agreement. Churchill seconded the motion and it carried.

Projects

Staff introduced Kathy Wine with River Action, who provided an update on the First Bridge project and invited the Commission to join the First Bridge Impact Alliance. Grubbs moved to approve joining the alliance. Chambers seconded the motion and it carried. Grubbs will be the Commission's designated member to the Alliance.

Zach Peterson with Public Works provided the Commission with a RiverVision update, which specifically focused on River Heritage Park, Veterans Memorial Park, and Main Street Landing.

Commissioner Bruemmer provided an update on the Riverfront Public Art Initiative, after the initial kick-off was held on March 20. Staff encouraged Commissioners to view the presentation and complete the survey online on the City's website.

Staff introduced the idea behind the Commission's strategic planning and visioning initiative and requested feedback regarding the process. A proposal from a recognized, local facilitator has been requested for a process to begin in the near future.

Staff Report

Parks and Recreation Advisory Board Report – There was no report provided.

Ahrens provided updates on a variety of topics, including:

- Union Station & Freight House unoccupied spaces update
- Without objection, staff's recommendation to suspend the accepting of reservations for after November 1, 2018 for the Upper Level Venue at the Freight House will proceed.

Other Business

With no public with business to present, and with no further business, the meeting was adjourned at 7:25 p.m.

Pat Walton, Chairman

City of Davenport
Riverfront Improvement Commission

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

Date
5/22/2018

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	May Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/17/2018 - 4:28 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	738.12	988.33	967.70	1,306.85	1,610.77	1,921.44	15,329.09
4 MidAmerican Co.	6,000.00												6,000.00
5 Lake Davenport Sailing Club										3,900.00			3,900.00
6 LPBCLindsay Park Boat Club													5,000.00
7 CHS, Inc / Harvest States Coop	2,500.00			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	357.99	353.87	554.90	765.98	1,114.80	1,428.67	10,480.28
10 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
11 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
12 Bix Society-Union Station	875.00	875.00	875.00	875.00	875.00	875.00	875.00	875.00					7,000.00
13 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
14 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
15 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
16 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	2,435.75	2,435.75	2,435.75	2,435.75	27,724.56
17 Nestle - 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
18 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
19 Antonella's											1,333.33	1,333.33	2,666.66
20 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	19,785.70	12,531.79	11,920.52	18,907.91	13,160.65	13,785.19	194,094.90
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	20,785.70	12,531.79	11,920.52	18,907.91	13,160.65	13,785.19	195,094.90

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City of Davenport
YTD REPORT



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FOR 2018 11

ACCOUNTS FOR:
4740 LEVEE IMPROVEMENT

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-225,944.02	.00	-4,055.98	98.2%
480690 MISCELLANEOUS	-42,000	0	-42,000	-47,627.04	.00	5,627.04	113.4%
489030 TRANSFERS IN HOTEL MOTEL TAX	0	-53,250	-53,250	-53,250.00	.00	.00	100.0%
489491 TRANSFER LOCAL OPTION SALES	-41,000	0	-41,000	.00	.00	-41,000.00	.0%
490865 FUND BALANCE APPROPRIATION	5,685	54,490	60,175	.00	.00	60,175.15	.0%
TOTAL UNDEFINED	-307,315	1,240	-306,075	-326,867.06	.00	20,792.21	106.8%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	71,400	0	71,400	61,624.60	.00	9,775.40	86.3%
510120 RETIREMENT-FICA	5,462	0	5,462	4,876.35	.00	585.65	89.3%
510130 RETIREMENT-IPERS	6,569	0	6,569	5,503.08	.00	1,065.92	83.8%
510140 EMPLOYEE INSURANCE	10,300	0	10,300	8,662.70	.00	1,637.30	84.1%
510161 DEFERRED COMP	3,570	0	3,570	3,081.32	.00	488.68	86.3%
510162 RETIREMENT HEALTH SAVINGS	714	0	714	616.22	.00	97.78	86.3%
520201 OFFICE SUPPLIES	200	0	200	103.03	.00	96.97	51.5%
520205 UTILITY SERVICES	75,000	0	75,000	77,163.51	.00	-2,163.51	102.9%
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	38,354.24	1,450.84	1,454.77	96.5%
520297 PROJECT EXPENSE	20,000	-500	19,500	13,205.71	7,137.38	-843.09	104.3%
560606 TELEPHONE EXPENSE	450	0	450	412.06	.00	37.94	91.6%
560623 FACILITIES MAINTENANCE	14,050	0	14,050	8,885.63	.00	5,164.37	63.2%
TOTAL PROJECT MANAGEMENT	254,815	-1,240	253,575	222,513.45	8,588.22	22,473.18	91.1%
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%
TOTAL LEVEE IMPROVEMENT	0	0	0	-104,353.61	8,588.22	95,765.39	100.0%
TOTAL REVENUES	-307,315	1,240	-306,075	-326,867.06	.00	20,792.21	
TOTAL EXPENSES	307,315	-1,240	306,075	222,513.45	8,588.22	74,973.18	

05/14/2018 15:41
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City of Davenport
MONTHLY DETAIL REPORT



P 1
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FOR 2018 11

ACCOUNTS FOR:
4740 LEVEE IMPROVEMENT

JOURNAL DETAIL 2018 11 TO 2018 11

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FTSALARY	71,400	0	71,400	61,624.60	.00	9,775.40	86.3%
2018/11/110491 05/11/2018 PRJ	2,801.12 REF PY0511				WARRANT=051118	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	71,400	0	71,400	61,624.60	.00	9,775.40	86.3%
510120 RETIREMENT-FICA							
54741013 510120 FICA	5,462	0	5,462	4,876.35	.00	585.65	89.3%
2018/11/110491 05/11/2018 PRJ	220.81 REF PY0511				WARRANT=051118	RUN=1 BI-WEEKL	
TOTAL RETIREMENT-FICA	5,462	0	5,462	4,876.35	.00	585.65	89.3%
510130 RETIREMENT-IPERS							
54741013 510130 IPERS	6,569	0	6,569	5,503.08	.00	1,065.92	83.8%
2018/11/110491 05/11/2018 PRJ	250.14 REF PY0511				WARRANT=051118	RUN=1 BI-WEEKL	
TOTAL RETIREMENT-IPERS	6,569	0	6,569	5,503.08	.00	1,065.92	83.8%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPL_INS	10,300	0	10,300	8,662.70	.00	1,637.30	84.1%
TOTAL EMPLOYEE INSURANCE	10,300	0	10,300	8,662.70	.00	1,637.30	84.1%

05/14/2018 15:41
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City of Davenport
MONTHLY DETAIL REPORT

FOR 2018 11

ACCOUNTS FOR:
4740 LEVER IMPROVEMENT

JOURNAL DETAIL 2018 11 TO 2018 11

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
510161 DEFERRED COMP							
54741013 510161 DEF COMP	3,570	0	3,570	3,081.32	.00	488.68	86.3%
2018/11/110491 05/11/2018 PRJ	140.06 REF PY0511				WARRANT=051118	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,570	0	3,570	3,081.32	.00	488.68	86.3%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RHSP	714	0	714	616.22	.00	97.78	86.3%
2018/11/110491 05/11/2018 PRJ	28.01 REF PY0511				WARRANT=051118	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	714	0	714	616.22	.00	97.78	86.3%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE	200	0	200	103.03	.00	96.97	51.5%
TOTAL OFFICE SUPPLIES	200	0	200	103.03	.00	96.97	51.5%
520205 UTILITY SERVICES							
54741013 520205 UTILITIES	75,000	0	75,000	77,163.51	.00	-2,163.51	102.9%*
2018/11/110108 05/03/2018 API	632.00 VND 007669 VCH				CENTERPOINT ENERGY	NATURAL GAS DELIVERIES MARCH	176040
2018/11/110446 05/10/2018 API	78.87 VND 001322 VCH				IOWA AMERICAN WAT	MAY FIRST PAYMENT	176306
TOTAL UTILITY SERVICES	75,000	0	75,000	77,163.51	.00	-2,163.51	102.9%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL	0	0	0	25.00	.00	-25.00	100.0%*

05/14/2018 15:41
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City of Davenport
MONTHLY DETAIL REPORT



P 3
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FOR 2018 11

ACCOUNTS FOR:
4740 LEVEE IMPROVEMENT

JOURNAL DETAIL 2018 11 TO 2018 11

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%
520215 TECHNICAL SERVICES							
54741013_520215 TECH SVS	100	0	100	.00	.00	100.00	.0%
TOTAL TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013_520217 PROF SVS	5,000	0	5,000	.00	.00	5,000.00	.0%
TOTAL PROFESSIONAL SERVICES	5,000	0	5,000	.00	.00	5,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013_520225 MAINT-B&G	42,000	-740	41,260	38,354.24	1,450.84	1,454.77	96.5%
2018/11/110109 05/03/2018 API	80.00 VND 024588 VCH			PREMIER PEST MGT SVS PEST MANAGEMENT FREIGHT HOUSE		176129	
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	-740	41,260	38,354.24	1,450.84	1,454.77	96.5%
520297 PROJECT EXPENSE							
54741013_520297 PROJ EXP	20,000	-500	19,500	13,205.71	7,137.38	-843.09	104.3%*
2018/11/110450 05/10/2018 API	1,445.00 VND 005309 VCH			PAINT DR, THE	UNION STATION INTERIOR PAINTIN	176356	

05/14/2018 15:41
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City of Davenport
MONTHLY DETAIL REPORT



P 4
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FOR 2018 11

ACCOUNTS FOR: JOURNAL DETAIL 2018 11 TO 2018 11
4740 LEVEE IMPROVEMENT

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROJECT EXPENSE	20,000	-500	19,500	13,205.71	7,137.38	-843.09	104.3%
560606 TELEPHONE EXPENSE							
54741013_560606 TELEPHONE	450	0	450	412.06	.00	37.94	91.6%
TOTAL TELEPHONE EXPENSE	450	0	450	412.06	.00	37.94	91.6%
560623 FACILITIES MAINTENANCE							
54741013_560623 FAC MAINT	14,050	0	14,050	8,885.63	.00	5,164.37	63.2%
TOTAL FACILITIES MAINTENANCE	14,050	0	14,050	8,885.63	.00	5,164.37	63.2%
TOTAL PROJECT MANAGEMENT	254,815	-1,240	253,575	222,513.45	8,588.22	22,473.18	91.1%
TOTAL LEVEE IMPROVEMENT	254,815	-1,240	253,575	222,513.45	8,588.22	22,473.18	91.1%
TOTAL EXPENSES	254,815	-1,240	253,575	222,513.45	8,588.22	22,473.18	

05/14/2018 15:41
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City of Davenport
MONTHLY DETAIL REPORT



P 5
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FOR 2018 11

JOURNAL DETAIL 2018 11 TO 2018 11

ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
254,815	-1,240	253,575	222,513.45	8,588.22	22,473.18	91.1%

GRAND TOTAL

** 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
5/22/2018

Subject:
Union Station, Second Level - DISCUSSION

ATTACHMENTS:

Type	Description
▣ Cover Memo	Rawson Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/17/2018 - 4:30 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 26th day of June, 2018 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Rita Rawson, CRPC[®], 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 approximately 176 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 One (1) Year, and shall commence on July 1, 2018 and shall terminate on June 30, 2019.

B. Tenant shall have the option to renew this lease at the end of this 1-year period at a new rental rate to be established between Landlord and Tenant. Tenant shall notify Landlord 90 days in advance of the end of the present term in writing of its interest in exercising its option to renew.

3. RENTAL

The Tenant shall pay to the Landlord for use of the Leased Premises the following sums: In Year One – Two Thousand One Hundred Twelve Dollars and No Cents (\$2,112.00) per year paid on a monthly basis (first day of the month) of One Hundred Seventy-Six Dollars and No Cents (\$176.00). 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.

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 financial advisor 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.

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
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(3) Excess Liability Umbrella

\$1,000,000

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

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

(1) be Primary insurance and non-contributory.

(2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION section below.

CERTIFICATES OF INSURANCE

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

INDEMNIFICATION

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

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

B. 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.

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

8. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alternations, after the build-out, of the Leased Premises, or any part 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, 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.

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.

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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).

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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.

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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 service, janitorial services, 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. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

18. ENTRY AND INSPECTION

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

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

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

20. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or and part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord.

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 receipt 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 to the extent possible during periods of periodic 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 months 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. 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 office suite 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.

RITA RAWSON, CRPC®

**RIVERFRONT IMPROVEMENT
COMMISSION**

By _____

By _____

Pat Walton, Chair

Date _____

Date _____

Attach Exhibit A

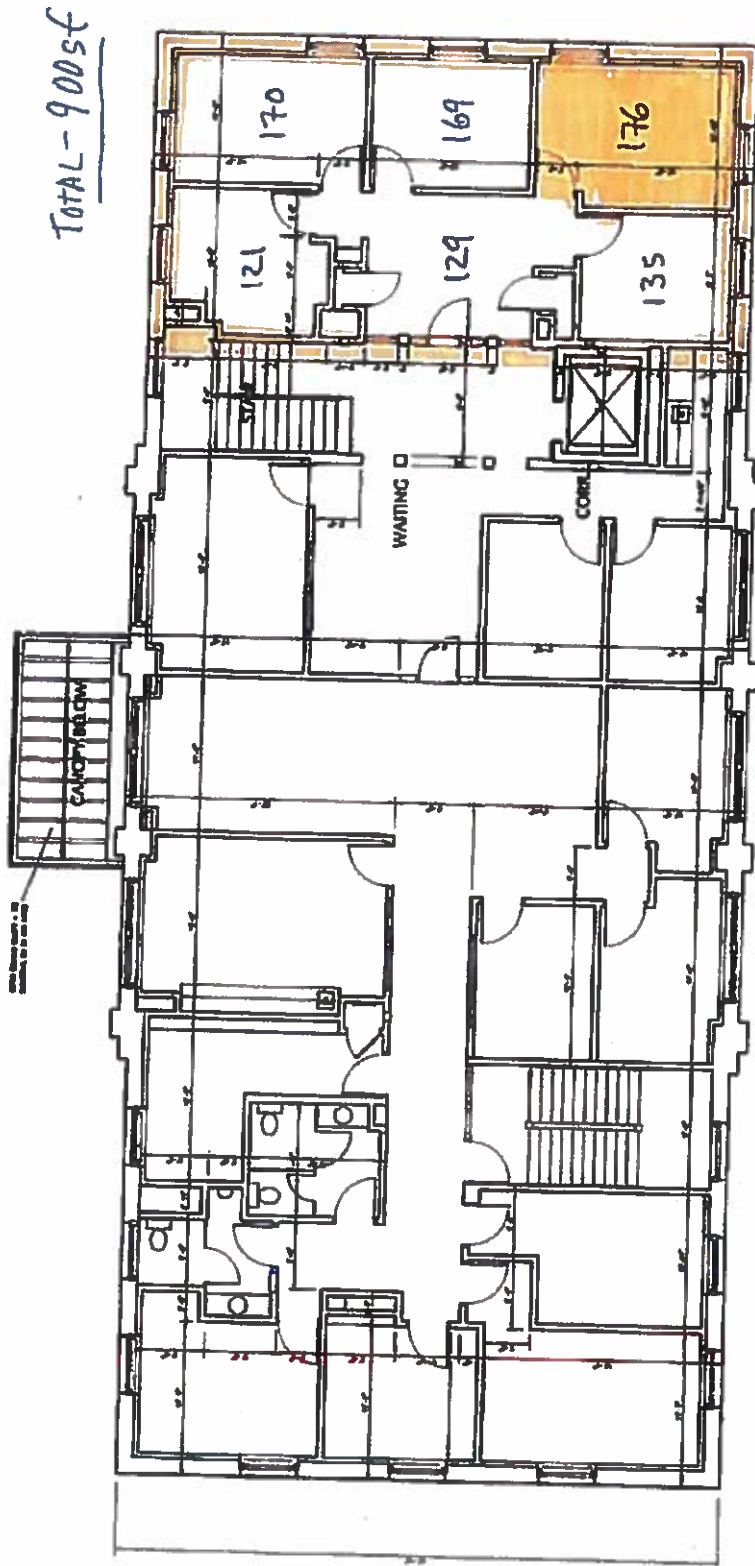
ARCHITECTS
 & INTERIOR
 DESIGN, INC.
 100 N. 10th St. Ste. 200
 Des Moines, IA 50319
 PH: 515-281-1111
 FAX: 515-281-1112

UNION STATION CONVERSION
 ARCHITECTURAL / ELECTRICAL
 112 SOUTH HARRISON STREET, DAVENPORT, IOWA

DATE: 11/11/03
 DRAWN BY: JLD
 CHECKED BY: JLD

PROJECT
 08233A

SHEET
 A4



1" = 10'-0" (ALL DIMENSIONS UNLESS OTHERWISE NOTED)



SECOND FLOOR PLAN - PROPOSED

SCALE: 1/4" = 1'-0"

City of Davenport
Riverfront Improvement Commission

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

Date
5/22/2018

Subject:
Freight House, East End Main & Upper Levels - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Freight House East End

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/17/2018 - 4:31 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 26th day of June, 2018 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and XXXX, LLC, hereinafter designated as "Tenant."

1. LEASED PREMISES

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

The Freight House complex, first and second floors at 421 West River Drive, Davenport, Scott County, Iowa, to include approximately 5,000 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 Twenty-Four (24) Months, and shall have possession on November 1, 2018 and shall terminate on October 31, 2020.

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

	<u>Annual</u>	<u>Per month</u>
Month 2 – 24	\$45,000.00	\$3,750.00

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

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

6. FIRE INSURANCE

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

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

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

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

(1) Commercial General Liability

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 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.

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

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

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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.

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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.

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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).

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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.

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17. UTILITIES

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

18. ENTRY AND INSPECTION

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

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

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

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

20. ASSIGNMENT AND SUBLETTING

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

21. DEFAULT, RE-ENTRY REMEDIES

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

22. DEFAULT, COSTS, AND ATTORNEY FEES

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

23. SALE OF LEASED PREMISES BY LANDLORD

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

24. REIMBURSEMENT

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

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

25. WAIVER

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

26. SUCCESSORS IN INTEREST

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

27. PARTIAL INVALIDITY

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

28. TIME

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

29. EMINENT DOMAIN

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

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

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

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

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

30. MISCELLANEOUS

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

B. The Landlord shall be responsible and pay for all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased premises. Tenant shall remove snow from the 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 and second floors of the Freight House building and accepts it as is, where is condition.

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

31. GENERAL

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

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

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

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

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

XXXX, LLC.

**RIVERFRONT IMPROVEMENT
COMMISSION**

Pat Walton, Chair

Date: _____

Date: _____

Attach Exhibit A

DRAFT

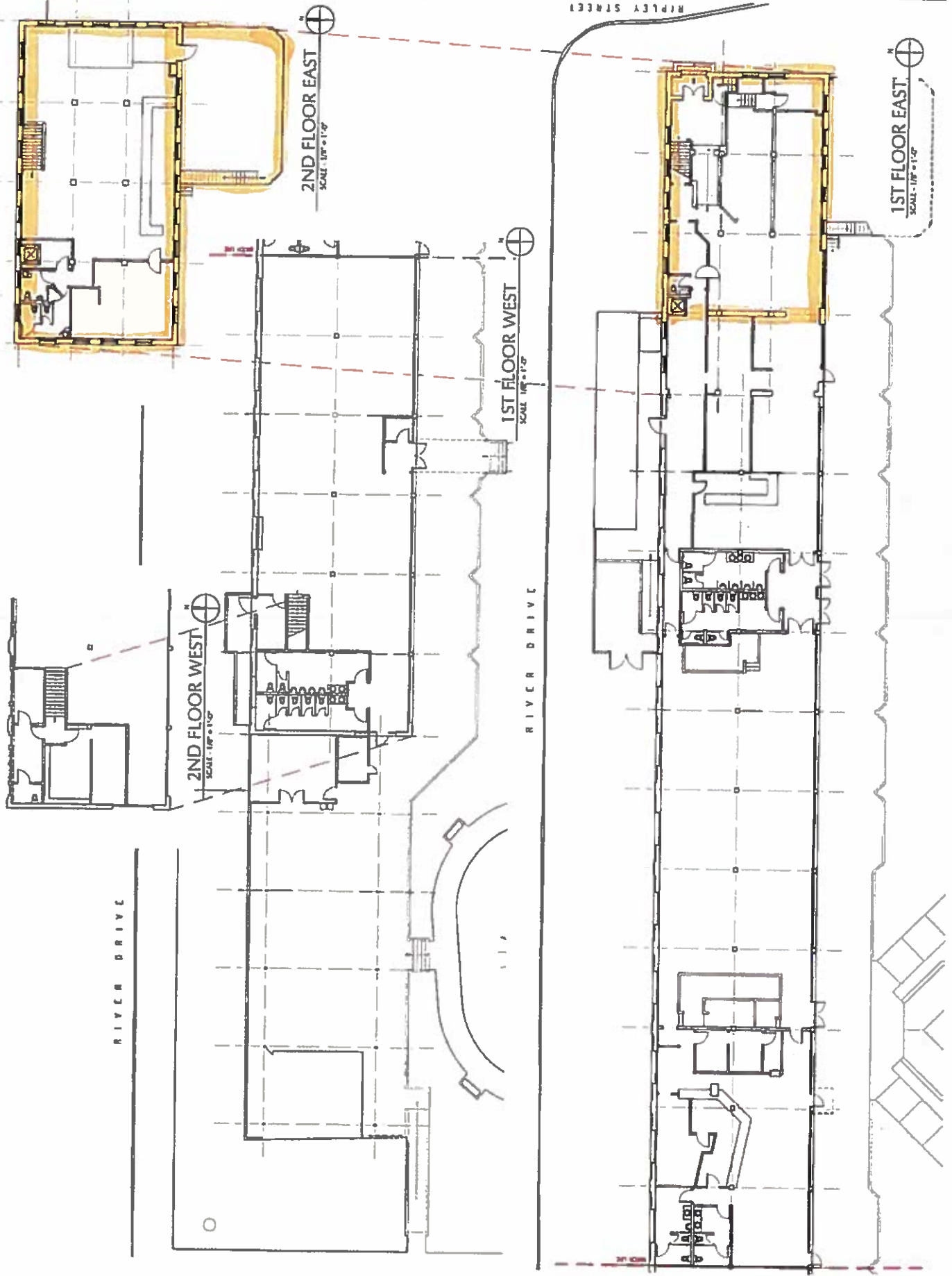
ARCHITECTS
& INTERIOR
DESIGNERS
P.C.
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DALLAS, TEXAS 75201
PHONE: (214) 742-1111
FAX: (214) 742-1112
WWW.A&I-PC.COM

CITY OF DAVENPORT
FREIGHTHOUSE EXISTING CONDITIONS
GWS & DWG, DAVENPORT, IOWA

DATE: 12/15/2010
BY: J. W. BROWN
CHECKED: J. W. BROWN

0929F

A1



City of Davenport
Riverfront Improvement Commission

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

Date
5/22/2018

Subject:
CIP Project Updates

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/17/2018 - 4:32 PM

City of Davenport
Riverfront Improvement Commission

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

Date
5/22/2018

Subject:
Parks and Recreation Advisory Board Report

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/17/2018 - 4:33 PM

City of Davenport
Riverfront Improvement Commission

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

Date
5/22/2018

Subject:
Public With Business (5 Mins)

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/17/2018 - 4:34 PM

City of Davenport
Riverfront Improvement Commission

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

Date
5/22/2018

Subject:
Tuesday, June 26, 2018 at 5:30 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/17/2018 - 4:36 PM