

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

THURSDAY, AUGUST 23, 2018; 5:30 PM

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

PLEASE NOTE: THIS SPECIAL MEETING REPLACES THE AUGUST REGULAR
MONTHLY MEETING.

I. Call to Order

II. Approval of Minutes

- A. Approve the Minutes from the July 24, 2018 Meeting - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. Union Station, Main Level (QCCVB) - ACTION
- B. Union Station, Second Level (MVBS) - ACTION
- C. Union Station, Second Level (Rock River Family Office) - ACTION
- D. Package Express Building - Taste of Ethiopia Restaurant - DISCUSSION

V. Projects

- A. Strategic Planning Initiative

VI. Staff Report

VII. Other Business

- A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, September 25, 2018 at 5:30 p.m.

City of Davenport
Riverfront Improvement Commission

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

Date
8/23/2018

Subject:
Approve the Minutes from the July 24, 2018 Meeting - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	RIC Minutes July 24, 2018

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/20/2018 - 1:08 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
July 24, 2018

Present: Pat Walton, Bill Ashton, Dee Bruemmer, Bill Churchill, Frank Clark, Karin Elftmann-Gross, Randall Goblirsch, Kelli Grubbs, Gwendolyn Lee, Breanne Pairrett, and Karl Rhomberg

Others Present: Ald. Kyle Gripp, City Council Liaison; Dan Ebener, Facilitator; Richard Thomas, Wendy Peterson, Parks Advisory Board Liaison; Pat Driscoll, City Communications; Bill Lukitsch, QC Times; and Steve Ahrens, Riverfront Improvement Commission

Chairman Walton called the meeting to order at 5:30 p.m. Ahrens announced that a quorum for the meeting had been met. Ashton moved to place the Strategic Planning Initiative Session following adjournment of the business meeting. Rhomberg seconded the motion and it carried. Ashton moved to approve the minutes of the June 26 regular meeting. Grubbs seconded the motion and it carried.

Finance

Ahrens presented the previous month's disbursements, aged receivables report and the FY2019 Lease Report. Bruemmer moved to approve the disbursements. Ashton seconded the motion and it carried.

Leases

Ahrens introduced the initial draft agreement with the Mississippi Valley Blues Society for shared space in the Union Station (east) second level office suite. The agreement will be considered at the next meeting.

Ahrens also provided the initial draft addendum agreement with Rock River Family Office for an additional adjacent office space vacated by the MVBS. The addendum will be considered at the Commission's next meeting.

Election of Officers

Chair – Rhomberg nominated Pat Walton; seconded by Ashton and approved.

Vice Chair – Rhomberg nominated Dee Bruemmer; seconded by Clark and approved.

Secretary – Clark nominated Karl Rhomberg; seconded by Ashton and approved.

Staff Report

Parks and Recreation Advisory Board Report – Richard Thomas provided a report, which included the recently-announced new Parks Director, Chad Dyson.

Ahrens provided updates on a variety of topics, including:

- Upcoming leases for consideration
- August meeting format preview

Other Business

With no public with business to present, and with no further business, the meeting was adjourned at 5:50 p.m.

Strategic Planning

Ahrens again welcomed Facilitator, Dan Ebener, who introduced the next steps for the strategic planning initiative being undertaken by the Commission.

Karl Rhomberg, Secretary

City of Davenport
Riverfront Improvement Commission

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

Date
8/23/2018

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	RIC Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/20/2018 - 1:09 PM

Revenue/Billing Table
FY - 2018 Levee Fund #740

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Summary
Leases													
1 Front Street Brewery - FH	3,006.00	3,006.00	3,006.00	3,006.00	3,062.00	3,062.00	3,062.00	3,062.00	3,062.00	3,062.00	3,062.00	3,062.00	36,520.00 RENEW
2 Nostalga Dail	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 Nostalga Dail - 4%	2,108.15	1,710.42	1,475.69	971.28	482.44	381.95	670.32	572.29	888.27	931.47	1,610.77	1,921.44	13,724.49
4 MidAmerican Co.	6,000.00												6,000.00
5 Lake Davenport Sailing Club							5,000.00			3,900.00			3,900.00
6 LPBC/Lindsay Park Boat Club							2,500.00						5,000.00
7 CHS, Inc / Harvest States C.	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	507.60	710.87	1,525.74	1,572.15	10,932.29
10 OCCVB-Union Station	0.00	0.00	0.00	0.00	0.00	0.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	11,250.00
11 MVBBS-Union Station	170.00	170.00	170.00	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	3,959.97
12 Rawson-Union Station	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00	2,112.00
13 Marine Specialties	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
14 Front Street 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 Mart	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,583.33	1,583.33	1,583.33	1,583.33	18,333.32
16 Rock River Family Office	2,435.75	2,435.75	2,435.75	2,435.75	2,435.75	2,435.75	2,635.75	2,635.75	2,635.75	2,635.75	2,635.75	2,635.75	30,429.00
17 Nestle - SemiParkingLot	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,050.00	1,050.00	1,050.00	1,050.00	12,200.00
18 Freight House - East	0.00	0.00	0.00	0.00	0.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	26,250.00
19 Antonella's	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,500.00	1,500.00	1,500.00	1,500.00	16,666.64
20 Package Express	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,050.00	1,050.00	1,050.00	3,150.00
Subtotal	22,786.21	13,765.14	13,319.18	15,061.47	11,738.35	15,532.12	25,233.72	17,631.57	18,234.61	24,881.08	19,975.25	20,332.33	238,307.67
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	22,786.21	13,765.14	13,319.18	15,061.47	11,738.35	15,532.12	26,233.72	17,631.57	18,234.61	24,881.08	19,975.25	20,332.33	239,307.67

FOR 2019 02

JOURNAL DETAIL 2018 13 TO 2018 13

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT	-215,000	0	-215,000	-34,630.50	.00	-180,369.50	16.1%
480690 MISCELLANEOUS	-30,000	0	-30,000	-2,970.14	.00	-27,029.86	9.9%
489491 TRANSFER LOCAL OPTION SALES	-75,000	0	-75,000	.00	.00	-75,000.00	.0%
TOTAL UNDEFINED	-320,000	0	-320,000	-37,600.64	.00	-282,399.36	11.8%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	72,828	0	72,828	8,571.36	.00	64,256.64	11.8%
510120 RETIREMENT-FICA	5,571	0	5,571	676.32	.00	4,894.68	12.1%
510130 RETIREMENT-IPERS	6,875	0	6,875	809.13	.00	6,065.87	11.8%
510140 EMPLOYEE INSURANCE	10,918	0	10,918	1,834.66	.00	9,083.34	16.8%
510161 DEFERRED COMP	3,641	0	3,641	428.58	.00	3,212.42	11.8%
510162 RETIREMENT HEALTH SAVINGS	728	0	728	85.71	.00	642.29	11.8%
520201 OFFICE SUPPLIES	200	0	200	12.90	.00	187.10	6.5%
520205 UTILITY SERVICES	90,000	0	90,000	7,461.22	.00	82,538.78	8.3%
520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	2,625.00	.00	39,375.00	6.3%
520297 PROJECT EXPENSE	20,000	0	20,000	4,844.35	1,950.00	13,205.65	34.0%
560606 TELEPHONE EXPENSE	450	0	450	40.56	.00	409.44	9.0%
560623 FACILITIES MAINTENANCE	14,650	0	14,650	.00	.00	14,650.00	.0%
TOTAL PROJECT MANAGEMENT	270,961	0	270,961	27,389.79	1,950.00	241,621.21	10.8%
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	3,461	0	3,461	-10,210.85	1,950.00	11,721.85	-238.7%
TOTAL REVENUES	-320,000	0	-320,000	-37,600.64	.00	-282,399.36	
TOTAL EXPENSES	323,461	0	323,461	27,389.79	1,950.00	294,121.21	
GRAND TOTAL	3,461	0	3,461	-10,210.85	1,950.00	11,721.85	-238.7%

08/17/2018 15:12
sahrens

City of Davenport
MONTHLY DETAIL REPORT



1
glytbdud

FOR 2019 02

JOURNAL DETAIL 2019 2 TO 2019 2

	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	72,828	0	72,828	8,571.36	.00	64,256.64	11.8%
2019/02/020240 08/03/2018 PRJ	2,857.12 REF 080318						
2019/02/020694 08/17/2018 PRJ	2,857.12 REF PY0817				WARRANT=080318 WARRANT=081718	RUN=1 BI-WEEKL RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	72,828	0	72,828	8,571.36	.00	64,256.64	11.8%
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%

08/17/2018 15:12
sahrens

City of Davenport
MONTHLY DETAIL REPORT



2
glytdbud

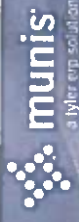
FOR 2019 02

JOURNAL DETAIL 2019 2 TO 2019 2

	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	5,571	0	5,571	676.32	.00	4,894.68	12.1%
2019/02/020240 08/03/2018 PRJ	225.32 REF 080318						
2019/02/020694 08/17/2018 PRJ	225.50 REF PY0817						
54741013 510120 USDA RETIREMENT-FICA	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,571	0	5,571	676.32	.00	4,894.68	12.1%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPERS	6,875	0	6,875	809.13	.00	6,065.87	11.8%
2019/02/020240 08/03/2018 PRJ	269.71 REF 080318						
2019/02/020694 08/17/2018 PRJ	269.71 REF PY0817						
54741013 510130 USDA RETIREMENT-IPE	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	6,875	0	6,875	809.13	.00	6,065.87	11.8%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURANCE	10,918	0	10,918	1,834.66	.00	9,083.34	16.8%
2019/02/020694 08/17/2018 PRJ	917.33 REF PY0817						
TOTAL EMPLOYEE INSURANCE	10,918	0	10,918	1,834.66	.00	9,083.34	16.8%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%

08/17/2018 15:12
sahrens

City of Davenport
MONTHLY DETAIL REPORT



a hyler corp solution

P 3
glytdbud

FOR 2019 02

JOURNAL DETAIL 2019 2 TO 2019 2

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%
510161 DEFERRED COMP							
54741013 510161 DEFERRED COMP	3,641	0	3,641	428.58	.00	3,212.42	11.8%
2019/02/020240 08/03/2018 PRJ	142.86 REF 080318				WARRANT=080318	RUN=1 BI-WEEKL	
2019/02/020694 08/17/2018 PRJ	142.86 REF PY0817				WARRANT=081718	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,641	0	3,641	428.58	.00	3,212.42	11.8%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH	728	0	728	85.71	.00	642.29	11.8%
2019/02/020240 08/03/2018 PRJ	28.57 REF 080318				WARRANT=080318	RUN=1 BI-WEEKL	
2019/02/020694 08/17/2018 PRJ	28.57 REF PY0817				WARRANT=081718	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	728	0	728	85.71	.00	642.29	11.8%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
TOTAL CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE SUPPLIES	200	0	200	12.90	.00	187.10	6.5%

08/17/2018 15:12
sahrens

City of Davenport
MONTHLY DETAIL REPORT



P 4
glytdbud

FOR 2019 02

JOURNAL DETAIL 2019 2 TO 2019 2

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OFFICE SUPPLIES	200	0	200	12.90	.00	187.10	6.5%
520205 UTILITY SERVICES							
54741013 520205 UTILITY SERVICES	90,000	0	90,000	7,461.22	.00	82,538.78	8.3%
2019/02/020304 08/07/2018 UBB	3,561.49 REF 08090C 03-080918		1100	UB AR GEN			
2019/02/020650 08/14/2018 UBB	680.00 REF 0818M 02-0823M		5000	UB AR GEN			
2019/02/020697 08/16/2018 API	1,187.65 VND 001322 VCH			IOWA AMERICAN WAT			180429
TOTAL UTILITY SERVICES	90,000	0	90,000	7,461.22	.00	82,538.78	8.3%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	.00	.00	.00	.0%
TOTAL TRAVEL EXPENSES	0	0	0	.00	.00	.00	.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL 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	3,000	0	3,000	.00	.00	3,000.00	.0%
54741013 520217 USDA PROFESSIONAL S	0	0	0	.00	.00	.00	.0%

08/17/2018 15:12
sahrens

City of Davenport
MONTHLY DETAIL REPORT



P 5
glytdbud

FOR 2019 02

JOURNAL DETAIL 2019 2 TO 2019 2

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLDGS	42,000	0	42,000	2,625.00	.00	39,375.00	6.3%
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	2,625.00	.00	39,375.00	6.3%
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	0	20,000	4,844.35	1,950.00	13,205.65	34.0%
2019/02/020068 08/02/2018 API	170.00 VND 001398 VCH		BOS ELECTRONICS	JULY 15TH CONCERT SOUND EQUIPM			179821
2019/02/020561 08/06/2018 API	57.00 VND 000003 VCH		P CARD VENDOR	SUMMER CONCERT SERIES BAND MEA			
TOTAL PROJECT EXPENSE	20,000	0	20,000	4,844.35	1,950.00	13,205.65	34.0%
520298 OTHER SUPPLIES & SERVICES							

08/17/2018 15:12
sahrens

City of Davenport
MONTHLY DETAIL REPORT



6
glytdbud

FOR 2019 02

JOURNAL DETAIL 2019 2 TO 2019 2

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	40.56	.00	409.44	9.0%
TOTAL TELEPHONE EXPENSE	450	0	450	40.56	.00	409.44	9.0%
560622 DATA PROCESSING							
54741013 560622 DATA PROCESSING	0	0	0	.00	.00	.00	.0%
TOTAL DATA PROCESSING	0	0	0	.00	.00	.00	.0%
560623 FACILITIES MAINTENANCE							
54741013 560623 FACILITIES MAINTEN	14,650	0	14,650	.00	.00	14,650.00	.0%

08/17/2018 15:12
sahrens

City of Davenport
MONTHLY DETAIL REPORT



7
glytdbud

FOR 2019 02

JOURNAL DETAIL 2019 2 TO 2019 2

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL FACILITIES MAINTENANCE	14,650	0	14,650	.00	.00	14,650.00	.0%
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	270,961	0	270,961	27,389.79	1,950.00	241,621.21	10.8%
TOTAL LEVEE IMPROVEMENT	270,961	0	270,961	27,389.79	1,950.00	241,621.21	10.8%
TOTAL EXPENSES	270,961	0	270,961	27,389.79	1,950.00	241,621.21	
GRAND TOTAL	270,961	0	270,961	27,389.79	1,950.00	241,621.21	10.8%

** 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
8/23/2018

Subject:
Union Station, Main Level (QCCVB) - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	QCCVB Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/20/2018 - 1:11 PM

AGREEMENT

This Agreement made as of this 24th day of July, 2018 by and between the Quad Cities Convention and Visitors Bureau ("Bureau") and the City of Davenport, Iowa ("City"), through its Riverfront Improvement Commission

WHEREAS, the City has undertaken the renovation (1994) and conversion (2008) of the Union Station Building located at 102 South Harrison Street ("Property") to be used as a visitors center and related uses, and:

WHEREAS, the Bureau has significant expertise in the operation and management of visitor centers, and;

WHEREAS, the City and Bureau wish to cooperate in the provision of services to visitors coming to the Quad Cities and to Davenport by staffing and operating part of the Property as a visitors center;

NOW THEREFORE, the parties jointly agree as follows:

1. The City is owner and shall remain owner of the Property during the term of this Agreement. City shall be responsible for costs associated with the operation of the Property to include the provision of heat, air-conditioning, water/sewer, gas and electric utilities. City shall also be responsible for maintenance of the building and grounds, janitorial services and dumpster rental.
2. The Bureau will staff Union Station at minimum from 9 a.m. to 4 p.m. Monday through Saturday during the months of May, June, July, August and September and 10 a.m. to 4 p.m. Monday through Friday during the months of October, November, December, January, February, March and April. When Union Station is open beyond these hours for special events or programming, the Bureau may reduce operating hours to compensate. The Vice President of Visitors Services, in consultation with the Riverfront Improvement Commission, may reduce operational hours as visitation demands, especially October through April.
3. The Bureau hereby acknowledges that the hiring, termination, management, oversight and responsibility for any and all paid or non-paid staff or volunteers who work at the Property are and shall be the sole responsibility of the Bureau with regard to all aspects of their employment or activity at the Property.
4. The Bureau hereby agrees to include information regarding the Property in its advertisements, publications and other printed or broadcast and web-based materials which identify the location of facilities that provide tourist and visitor information.
5. To compensate the Riverfront Improvement Commission for its operations and maintenance of the Property, the Bureau and City agree to the following annual payments to the Riverfront Commission:

	<u>Bureau</u>
FY2019	\$11,250.00
FY2020	\$22,500.00
FY2021	\$22,500.00

6. The term of this Agreement shall be for the period beginning October 1, 2018 to June 30, 2021, with the initial rental payment beginning on January 1, 2019. For each party, there is a 90 day written notice to terminate the agreement.

7. **LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD:**

A. The Quad Cities Convention and Visitors Bureau (Tenant) shall hold the City of Davenport (Landlord) harmless and indemnify to the fullest extent allowed by law, 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 shall provide Landlord with a certificate of insurance and list the Landlord as certificate holder. Also, Tenant's insurance shall be primary over Landlord's insurance and shall include language in the Description of Operations listing the Landlord as "additional insured on a primary basis."

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

(2) General Liability

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

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

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. The Bureau shall provide such office equipment and furniture as are necessary and appropriate to operate a visitor's center at the Property, including but not limited to desks, chairs, photocopier, facsimile machine, telephones and computer equipment. Bureau shall service the display racks provided by the City for promotional materials, sale of merchandise, and displays.
9. The Bureau hereby agrees that it shall maintain a record of activities and visits to the Property so as to provide an accurate representation of the use of the Property by visitors and report that information to the City on an annual basis.
10. The Bureau hereby agrees that it will collect, account for and report to the City any revenue derived from the rental of bicycles and the sale of merchandise at the Property.
11. The Bureau may sub-lease a portion of the space on the first floor of the Property and collect, account for and report to the City the revenue derived from the use of this space. Applicable property taxes must be paid.
12. This Agreement shall be governed and enforced in accordance with the laws of the State of Iowa and the jurisdiction and venue shall be Scott County, Iowa.

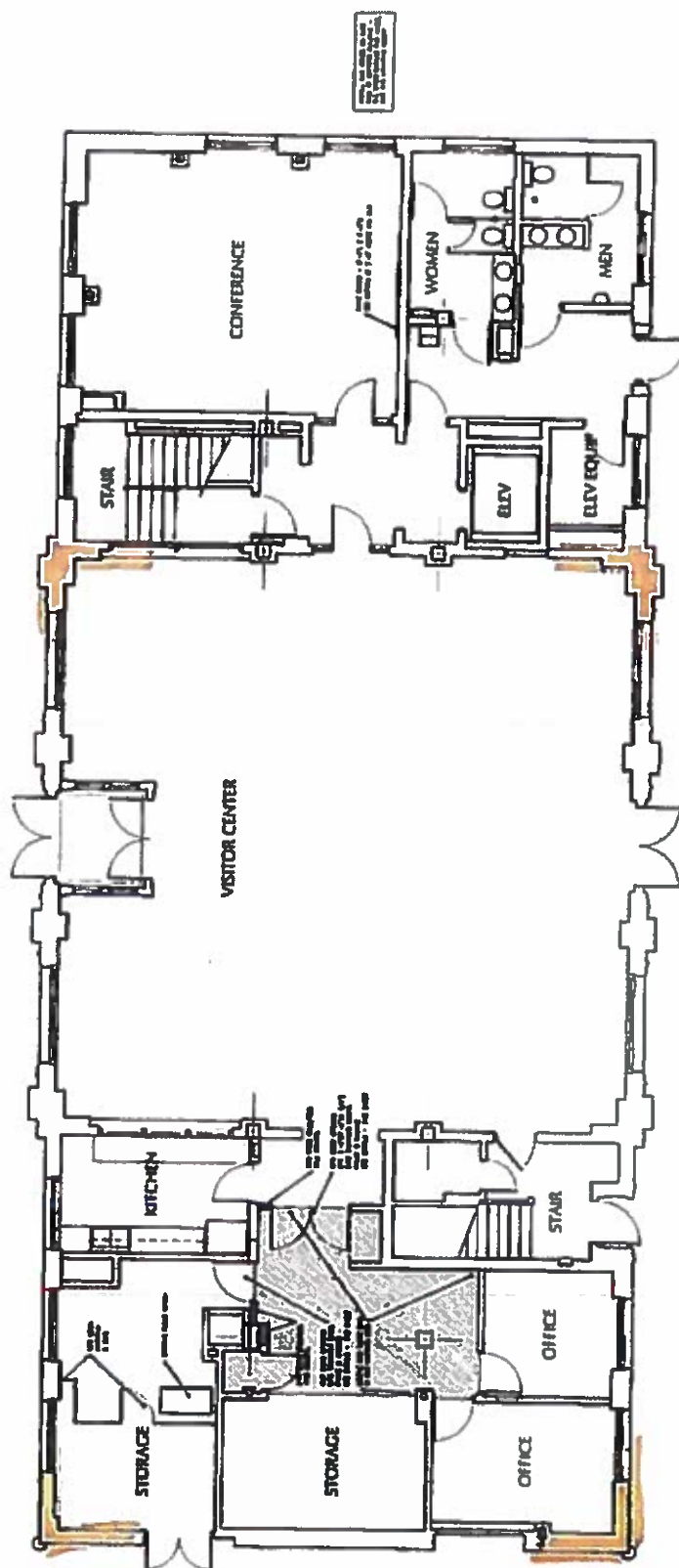
IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year above written.

RIVERFRONT
IMPROVEMENT COMMISSION

QUAD CITIES CONVENTION AND
VISITORS BUREAU

Pat Walton, Chair

Lynn Hunt, Interim President/CEO



FIRST FLOOR PLAN - PROPOSED

DEAL - 144 - 1124

City of Davenport
Riverfront Improvement Commission

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

Date
8/23/2018

Subject:
Union Station, Second Level (MVBS) - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	MVBS Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/20/2018 - 1:13 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 28th day of August, 2018 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and the Mississippi Valley Blues Society, 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:

The office space, suite 201, (approx. 460 sf) located on the second floor of Union Station, 102 S. Harrison Street, Davenport, Scott County, Iowa.

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 and training center.

2. TERM

A. The term of this Lease shall be for a period of Twenty-Four (24) Months, and shall commence on October 1, 2018 and shall terminate on September 30, 2020.

3. RENTAL

A. Tenant shall pay to the Landlord for use of the Leased Premises the following sums: Four Thousand Six Hundred Dollars and No Cents (\$4,600.00) per year paid on a monthly basis of Three Hundred Eighty-Three Dollars and Thirty-Three Cents (\$383.33). 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. Tenant shall have the option to renew for one additional twelve month term, at a rate to be negotiated and providing this request is submitted prior to 60 days of the expiration of the term of this agreement.

C. The Tenant may rent up to Five (5) parking spaces included at a rate of Thirty Dollars (\$30) per month. Others attending the Leased Premises may park in the adjacent public parking lot, or on-street, obeying all laws and regulations, and not obstructing the rights of other Tenants or the Landlord's rights on the Leased Premises.

D. Use of the rental venue(s) within the Freight House complex during the annual Blues Festival will be charged the going rate. Tenant must schedule the use.

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 as 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.

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. **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 named as an additional insured under General Liability.

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

(2) Commercial General Liability

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

(3) Commercial Automobile Liability (if autos are used)

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
--	-------------

(4) Excess Liability Umbrella Form	\$1,000,000
------------------------------------	-------------

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 paragraph.

D. **CERTIFICATES OF INSURANCE;** 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.

E. **INDEMNIFICATION;** 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.

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.

7. **ALTERATIONS**

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

8. **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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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).

14. 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.

15. 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.

16. 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. The Tenant shall pay all charges for telephone 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 Union Station Building 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.

17. 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.

18. 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.

19. 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. 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.

26. 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.

27. TIME

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

28. 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.

29. 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.

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. 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 noted on the second floor of the building.

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

31. GENERAL

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

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

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

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

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

**MISSISSIPPI VALLEY
BLUES SOCIETY**

**RIVERFRONT IMPROVEMENT
COMMISSION**

Pat Walton, Chair

Date: _____

Date: _____

DRAFT



City of Davenport
Riverfront Improvement Commission

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

Date
8/23/2018

Subject:
Union Station, Second Level (Rock River Family Office) - ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	RRFO Addendum

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/20/2018 - 1:15 PM

Rental Agreement - Addendum

This addendum runs concurrently to the primary lease agreement is between the Riverfront Improvement Commission/City of Davenport and Rock River Family Office, LLC, and authorizes tenant to utilize the additional space highlighted in the attachment at Union Station, located at 102 S. Harrison Street in Davenport, Iowa.

Per this agreement, beginning on January 1, 2019, the Lessee is entitled to use the approximately 200 square foot space adjacent to the primary lease space on the second level of Union Station for the purpose of business operation.

The Lessee will pay \$2,400 annually, or \$200 monthly, and is payable in conjunction with the primary lease rental to the Finance Department by the first day of each month.

The Lessor will provide access to the space.

All other primary lease agreement provisions apply.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate:

**ROCK RIVER
FAMILY OFFICE, LLC**

By _____
Ann Nordby, Principal

By _____
Adam Kunkel, Principal

Date _____

**RIVERFRONT IMPROVEMENT
COMMISSION**

By _____
Pat Walton, Chair

Date _____

Attach Exhibit A


SECOND FLOOR PLAN - PROPOSED
 11/11/2014

City of Davenport
Riverfront Improvement Commission

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

Date
8/23/2018

Subject:
Package Express Building - Taste of Ethiopia Restaurant - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Taste of Ethiopia Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/20/2018 - 1:17 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 25th day of September, 2018 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Taste of Ethiopia, 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 Union Station Package Express Building, at 102 South Harrison Street, Suite 300, Davenport, Scott County, Iowa, to include approximately 1,400 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 Sixty (60) Months, and shall have possession on November 1, 2018 and shall terminate on October 31, 2023. The Tenant shall have the right of first refusal upon exercising renewal to lease the subject premise.

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

3. RENTAL

A. Beginning on April 1, 2019, 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 6 – 23	\$12,600.00	\$1,050.00
Months 24-47	\$14,000.00	\$1,166.67
Months 48-60	\$15,400.00	\$1,283.33

C. The Tenant has non-exclusive access to the Union Station parking lot. 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 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.

8. ALTERATIONS

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

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. The Tenant shall pay all charges for telephone and internet service. The Tenant also is responsible for restroom cleaning and supplies. 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 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. 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.

31. 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 at the Union Station Package Express building, and accepts it as is, where is condition. The Landlord will replace the south façade patio deck and will remove the drop ceiling in the large, west portion of the space.

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.

32. 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.

TASTE OF ETHIOPIA

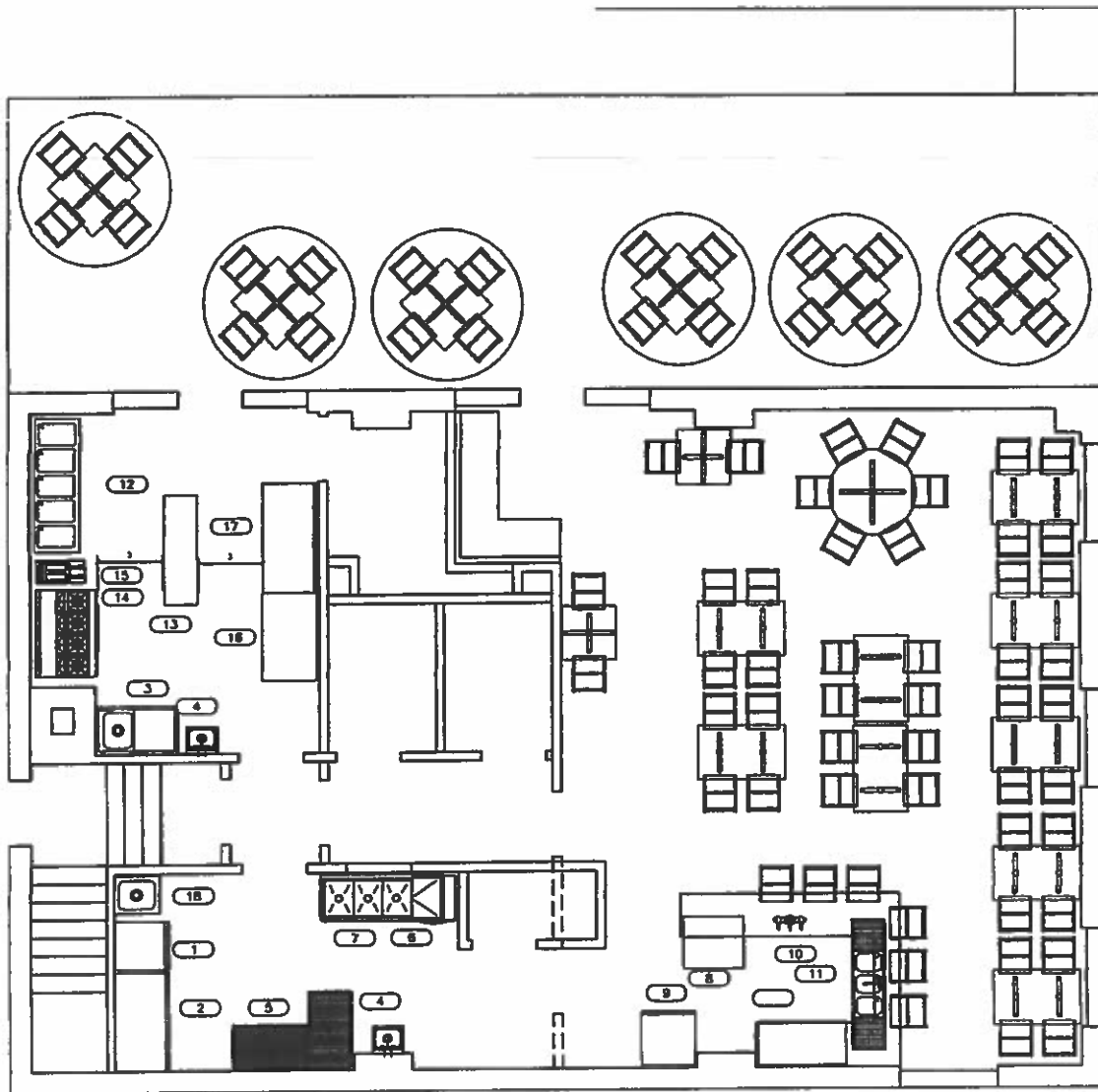
**RIVERFRONT IMPROVEMENT
COMMISSION**

George & Genet Moraetes, Owners

Pat Walton, Chair

Date: _____

Date: _____



Item	Qty	Description
1	1	Bar Area Chair
2	1	Bar Area Chair
3	1	Bar Area Chair
4	1	Bar Area Chair
5	1	Bar Area Chair
6	1	Bar Area Chair
7	1	Bar Area Chair
8	1	Bar Area Chair
9	1	Bar Area Chair
10	1	Bar Area Chair
11	1	Bar Area Chair
12	1	Bar Area Chair
13	1	Bar Area Chair
14	1	Bar Area Chair
15	1	Bar Area Chair
16	1	Bar Area Chair
17	1	Bar Area Chair
18	1	Bar Area Chair

7/23/18

City of Davenport
Riverfront Improvement Commission

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

Date
8/23/2018

Subject:
Strategic Planning Initiative

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/20/2018 - 1:25 PM

City of Davenport
Riverfront Improvement Commission

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

Date
8/23/2018

Subject:
Public With Business (5 Mins)

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/20/2018 - 1:26 PM

City of Davenport
Riverfront Improvement Commission

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

Date
8/23/2018

Subject:
Tuesday, September 25, 2018 at 5:30 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/20/2018 - 1:28 PM