

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, SEPTEMBER 25, 2018; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

- A. Approve the Minutes from the August 23 special meeting - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. Package Express Building - Taste of Ethiopia Restaurant - ACTION
- B. USACE Lock & Dam 15 Guide Wall Project Staging - DISCUSSION / ACTION
- C. Front Street Brewery Addendum - DISCUSSION

V. Projects

- A. Flood Resiliency Workshop - Kathy Wine, River Action
- B. Main Street Landing Flex Space Project Update - Zach Peterson
- C. Strategic Planning Initiative Plan - DISCUSSION / ACTION

VI. Staff Report

VII. Other Business

- A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, October 23, 2018 at 5:30 p.m.

City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

Subject:
Approve the Minutes from the August 23 special meeting - ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	RIC Minutes August 23, 2018

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 1:52 PM

Riverfront Improvement Commission
Minutes
August 23, 2018

SPECIAL MEETING

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

Others Present: George and Genet Moraetes, Taste of Ethiopia; Ald. Kyle Gripp, City Council Liaison; Dan Ebener, Facilitator; Wendy Peterson, Parks Advisory Board Liaison; Pat Driscoll, City Communications; 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. Clark seconded the motion and it carried. Grubbs moved to approve the minutes of the July 24 regular meeting. Ashton seconded the motion and it carried.

Finance

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

Leases

Ahrens presented the draft lease agreement with the QCCVB for the main level space at Union Station. Ashton moved to approve the agreement as recommended. Churchill seconded the motion and it carried.

Staff introduced the draft agreement with the Mississippi Valley Blues Society for shared space in the Union Station (east) second level office suite. Grubbs moved to approve the agreement. Clark seconded the motion and it carried.

Ahrens also provided the draft addendum agreement with Rock River Family Office for an additional adjacent office space vacated by the MVBS. Grubbs moved to approve the addendum. Ashton seconded the motion and it carried.

Staff introduced George and Genet Moraetes and provided an overview of the initial draft lease agreement for their restaurant, Taste of Ethiopia, at the Union Station Package Express Building. The agreement will be considered at the Commission's next meeting.

Staff Report

Parks and Recreation Advisory Board Report – Wendy Peterson provided a report, which included an update on the Director hiring process and distribution of the Parks Fall Activity Guide.

Ahrens provided updates on a variety of topics, including:

- Upcoming USACE construction staging grounds use request
- Iowa Great Places Re-designation and Annual Meeting
- Upper Mississippi River Conference - October 24-25

Other Business

With no public with business to present, and with no further business, the meeting was adjourned at 6:00 p.m.

Strategic Planning

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

Karl Rhomberg, Secretary



Riverfront Improvement Commission

Mission Statement:

The Davenport Riverfront Improvement Commission plans, manages and collaborates with partners to improve the riverfront.

The Davenport Riverfront Improvement Commission is committed to these values and to its responsibilities as entrusted to us by the community:

STEWARDSHIP

We safeguard the natural environment of the Riverfront.

COLLABORATION

We work together with partners to maximize opportunities.

SPLENDOR

We preserve the aesthetic nature of the River as a magnificent asset.

ACCESSIBILITY

We ensure a variety of ways for the community to enjoy the River.

PROGRESS

We promote the River as a cornerstone for regional economic development.

City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	RIC Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 1:53 PM

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City of Davenport
YTD REPORT



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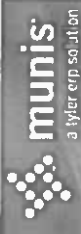
FOR 2019 03

JOURNAL DETAIL 2019 2 TO 2019 2

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT	-215,000	0	-215,000	-48,718.23	.00	-166,281.77	22.7%
480690 MISCELLANEOUS	-30,000	0	-30,000	-9,562.82	.00	-20,437.18	31.9%
489491 TRANSFER LOCAL OPTION SALES	-75,000	0	-75,000	.00	.00	-75,000.00	.0%
490865 FUND BALANCE APPROPRIATION	-3,461	0	-3,461	.00	.00	-3,461.00	.0%
TOTAL UNDEFINED	-323,461	0	-323,461	-58,281.05	.00	-265,179.95	18.0%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	72,828	0	72,828	14,285.60	.00	58,542.40	19.6%
510120 RETIREMENT-FICA	5,571	0	5,571	1,128.19	.00	4,442.81	20.3%
510130 RETIREMENT-IPERS	6,875	0	6,875	1,348.55	.00	5,526.45	19.6%
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	714.30	.00	2,926.70	19.6%
510162 RETIREMENT HEALTH SAVINGS	728	0	728	142.85	.00	585.15	19.6%
520201 OFFICE SUPPLIES	200	0	200	15.81	.00	184.19	7.9%
520205 UTILITY SERVICES	90,000	0	90,000	18,086.61	.00	71,913.39	20.1%
520210 TRAVEL EXPENSES	0	0	0	150.00	.00	-150.00	100.0%
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	4,832.40	1,690.00	35,477.60	15.5%
520297 PROJECT EXPENSE	20,000	0	20,000	7,082.85	7,415.00	5,502.15	72.5%
560606 TELEPHONE EXPENSE	450	0	450	82.07	.00	367.93	18.2%
560623 FACILITIES MAINTENANCE	14,650	0	14,650	4,041.07	.00	10,608.93	27.6%
TOTAL PROJECT MANAGEMENT	270,961	0	270,961	53,744.96	9,105.00	208,111.04	23.2%
88000 TRANSFERS OUT							
550501 TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL LEVEE IMPROVEMENT	0	0	0	-4,536.09	9,105.00	-4,568.91	100.0%
TOTAL REVENUES	-323,461	0	-323,461	-58,281.05	.00	-265,179.95	
TOTAL EXPENSES	323,461	0	323,461	53,744.96	9,105.00	260,611.04	

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City of Davenport
MONTHLY DETAIL REPORT



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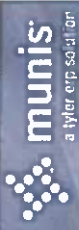
FOR 2019 03

JOURNAL DETAIL 2019 3 TO 2019 3

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	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	14,285.60	.00	58,542.40	19.6%
2019/03/030424 09/14/2018 PRJ	2,857.12 REF PY0914				WARRANT=091418	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	72,828	0	72,828	14,285.60	.00	58,542.40	19.6%
510102 PART TIME SALARIES							
54741013 510102 PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
54741013 510102 USDA PART TIME SALA	0	0	0	.00	.00	.00	.0%
TOTAL PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
510103 TEMPORARY SALARIES							
54741013 510103 TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
TOTAL TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
510105 OVERTIME PAY							
54741013 510105 OVERTIME PAY	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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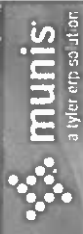
FOR 2019 03

JOURNAL DETAIL 2019 3 TO 2019 3

	ORIGINAL APPROP	TRANSFERS/ 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	1,128.19	.00	4,442.81	20.3%
2019/03/030424 09/14/2018 PRJ	225.32 REF PY0914				WARRANT=091418	RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-FICA	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,571	0	5,571	1,128.19	.00	4,442.81	20.3%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPERS	6,875	0	6,875	1,348.55	.00	5,526.45	19.6%
2019/03/030424 09/14/2018 PRJ	269.71 REF PY0914				WARRANT=091418	RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-IPE	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	6,875	0	6,875	1,348.55	.00	5,526.45	19.6%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURANCE	10,918	0	10,918	1,834.66	.00	9,083.34	16.8%
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%

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City of Davenport
MONTHLY DETAIL REPORT



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JOURNAL DETAIL 2019 3 TO 2019 3

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	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	714.30	.00	2,926.70	19.6%
2019/03/030424 09/14/2018 PRJ	142.86 REF PY0914				WARRANT=091418	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,641	0	3,641	714.30	.00	2,926.70	19.6%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH	728	0	728	142.85	.00	585.15	19.6%
2019/03/030424 09/14/2018 PRJ	28.57 REF PY0914				WARRANT=091418	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	728	0	728	142.85	.00	585.15	19.6%
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	15.81	.00	184.19	7.9%
TOTAL OFFICE SUPPLIES	200	0	200	15.81	.00	184.19	7.9%
520205 UTILITY SERVICES							

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City of Davenport
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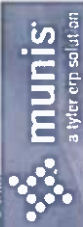
FOR 2019 03

JOURNAL DETAIL 2019 3 TO 2019 3

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520205 UTILITY SERVICES	90,000	0	90,000	18,086.61	.00	71,913.39	20.1%
2019/03/030355 09/13/2018 API	1,039.57 VND 001322 VCH		IOWA AMERICAN WAT	SEPT. 1ST PAYMENT			
2019/03/030464 09/14/2018 UBB	16.98 REF 0914MO 04-092618		1000	UB AR GEN			181523
2019/03/030464 09/14/2018 UBB	855.56 REF 0914MO 04-092618		1100	UB AR GEN			
2019/03/030464 09/14/2018 UBB	680.00 REF 0914MO 04-092618		5000	UB AR GEN			
TOTAL UTILITY SERVICES	90,000	0	90,000	18,086.61	.00	71,913.39	20.1%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	150.00	.00	-150.00	100.0%*
TOTAL TRAVEL EXPENSES	0	0	0	150.00	.00	-150.00	100.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
TOTAL TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013 520217 PROFESSIONAL SERVI	3,000	0	3,000	.00	.00	3,000.00	.0%
54741013 520217 USDA PROFESSIONAL S	0	0	0	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLDGS	42,000	0	42,000	4,832.40	1,690.00	35,477.60	15.5%

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City of Davenport
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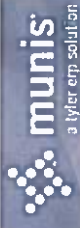
FOR 2019 03

JOURNAL DETAIL 2019 3 TO 2019 3

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	4,832.40	1,690.00	35,477.60	15.5%
520245 PAYMENT TO OTHER AGENCY							
54741013 520245 PAYMENT TO OTHER A	0	0	0	.00	.00	.00	.0%
TOTAL PAYMENT TO OTHER AGENCY	0	0	0	.00	.00	.00	.0%
520262 INTERDEPARTMENT SERVICE CHG							
54741013 520262 INTERDEPARTMENT SE	0	0	0	.00	.00	.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG	0	0	0	.00	.00	.00	.0%
520297 PROJECT EXPENSE							
54741013 520297 PROJECT EXPENSE	20,000	0	20,000	7,082.85	7,415.00	5,502.15	72.5%
2019/03/030018 09/06/2018 API	170.00 VND 001398 VCH		BOS ELECTRONICS	SOUND SYSTEM RENTAL FOR 8/12/1		181287	
2019/03/030018 09/06/2018 API	170.00 VND 001398 VCH		BOS ELECTRONICS	SOUND SYSTEM RENTAL FOR 8/26/1		181287	
2019/03/030069 09/06/2018 API	722.50 VND 002261 VCH		BOWKER, BRETT	SOUND SYSTEM SETUP SUMMER CONC		181288	
2019/03/030069 09/06/2018 API	722.50 VND 022881 VCH		DOUGLASS, THOMAS IV	SOUND EQUIPMENT SETUP SUMMER C		181311	
2019/03/030193 09/03/2018 API	151.50 VND 006813 VCH		NOSTALGIA FARMS	COMMISSION MEETING MEAL			
2019/03/030356 09/13/2018 API	325.00 VND 001398 VCH		BOS ELECTRONICS	SOUND SYSTEM RENTAL FOR RAGBRA		181485	
TOTAL PROJECT EXPENSE	20,000	0	20,000	7,082.85	7,415.00	5,502.15	72.5%
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES & S	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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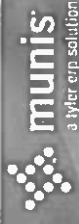
FOR 2019 03

JOURNAL DETAIL 2019 3 TO 2019 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OTHER SUPPLIES & SERVICES	0	0	0	.00	.00	.00	.0%
530303 OPERATING EQUIPMENT							
54741013 530303 USDA OPERATING 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	82.07	.00	367.93	18.2%
TOTAL TELEPHONE EXPENSE	450	0	450	82.07	.00	367.93	18.2%
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	4,041.07	.00	10,608.93	27.6%
TOTAL FACILITIES MAINTENANCE	14,650	0	14,650	4,041.07	.00	10,608.93	27.6%
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENSATI	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2019 03

JOURNAL DETAIL 2019 3 TO 2019 3

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WORKERS COMPENSATION INSURANCE	0	0	0	.00	.00	.00	.0%
TOTAL PROJECT MANAGEMENT	270,961	0	270,961	53,744.96	9,105.00	208,111.04	23.2%
TOTAL LEVEE IMPROVEMENT	270,961	0	270,961	53,744.96	9,105.00	208,111.04	23.2%
TOTAL EXPENSES	270,961	0	270,961	53,744.96	9,105.00	208,111.04	
GRAND TOTAL	270,961	0	270,961	53,744.96	9,105.00	208,111.04	23.2%

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

Revenue/Billing Table
FY - 2019 Levee Fund #740

Lessee	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
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 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	482.44	381.95	670.32	572.29	888.27	931.47	\$1,654.88	1,921.44	13,768.60
4 MidAmerican Co.	6,000.00												6,000.00
5 Lake Davenport Sailing Club													3,900.00 RENEW
6 LPBC/Lindsay Park Boat Club													5,000.00
7 CHS, Inc / Harvest States C	2,500.00			2,500.00			5,000.00						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	1,964.77	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	11,330.08
10 QCCVB-Union Station	0.00	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	9,375.00
11 MVBS-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	311.00	311.00	311.00	311.00	311.00	311.00	2,922.00 RENEW
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	0.00	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	23,184.00	13,765.14	13,319.18	15,061.47	11,738.35	15,532.12	23,493.72	17,766.57	18,369.61	25,016.08	20,154.36	20,467.33	237,684.57
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	23,184.00	13,765.14	13,319.18	15,061.47	11,738.35	15,532.12	24,493.72	17,766.57	18,369.61	25,016.08	20,154.36	20,467.33	238,684.57

CITY OF DAVENPORT**RIVERFRONT IMPROVEMENT FUND****STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL****For the Fiscal Year Ended June 30, 2018**

	2018		VARIANCE FAVORABLE (UNFAVORABLE)	2017 ACTUAL
	BUDGET	ACTUAL		
REVENUE:				
Intergovernmental	\$ -	\$ -	\$ -	\$ -
Use of monies and property	230,000	210,565	\$ (19,435)	218,147
Other	42,000	63,359	21,359	53,645
Total Revenue	<u>272,000</u>	<u>273,924</u>	<u>1,924</u>	<u>271,792</u>
EXPENDITURES:				
Current:				
Culture and recreation	-	-	-	-
Community and economic development	337,241	271,193	66,048	266,536
General government			-	
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Total Expenditures	<u>337,241</u>	<u>271,193</u>	<u>66,048</u>	<u>266,536</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>(65,241)</u>	<u>2,731</u>	<u>67,972</u>	<u>5,256</u>
OTHER FINANCING SOURCES (USES):				
Operating transfers in	94,250	94,250	-	41,000
Operating transfers out	(52,500)	(52,500)	-	(52,500)
Refunding proceeds			-	
Pymnts to ref escrow agt			-	
Total Other Financing Sources (Uses)	<u>41,750</u>	<u>41,750</u>	<u>-</u>	<u>(11,500)</u>
NET CHANGE IN FUND BALANCES	(23,491)	44,481	67,972	(6,244)
FUND BALANCE - BEGINNING	<u>18,148</u>	<u>18,148</u>	<u>-</u>	<u>24,392</u>
FUND BALANCE - ENDING	<u>\$ (5,343)</u>	<u>\$ 62,629</u>	<u>\$ 67,972</u>	<u>\$ 18,148</u>

City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

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

ATTACHMENTS:

Type	Description
▣ Cover Memo	Taste of Ethiopia Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 1:56 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

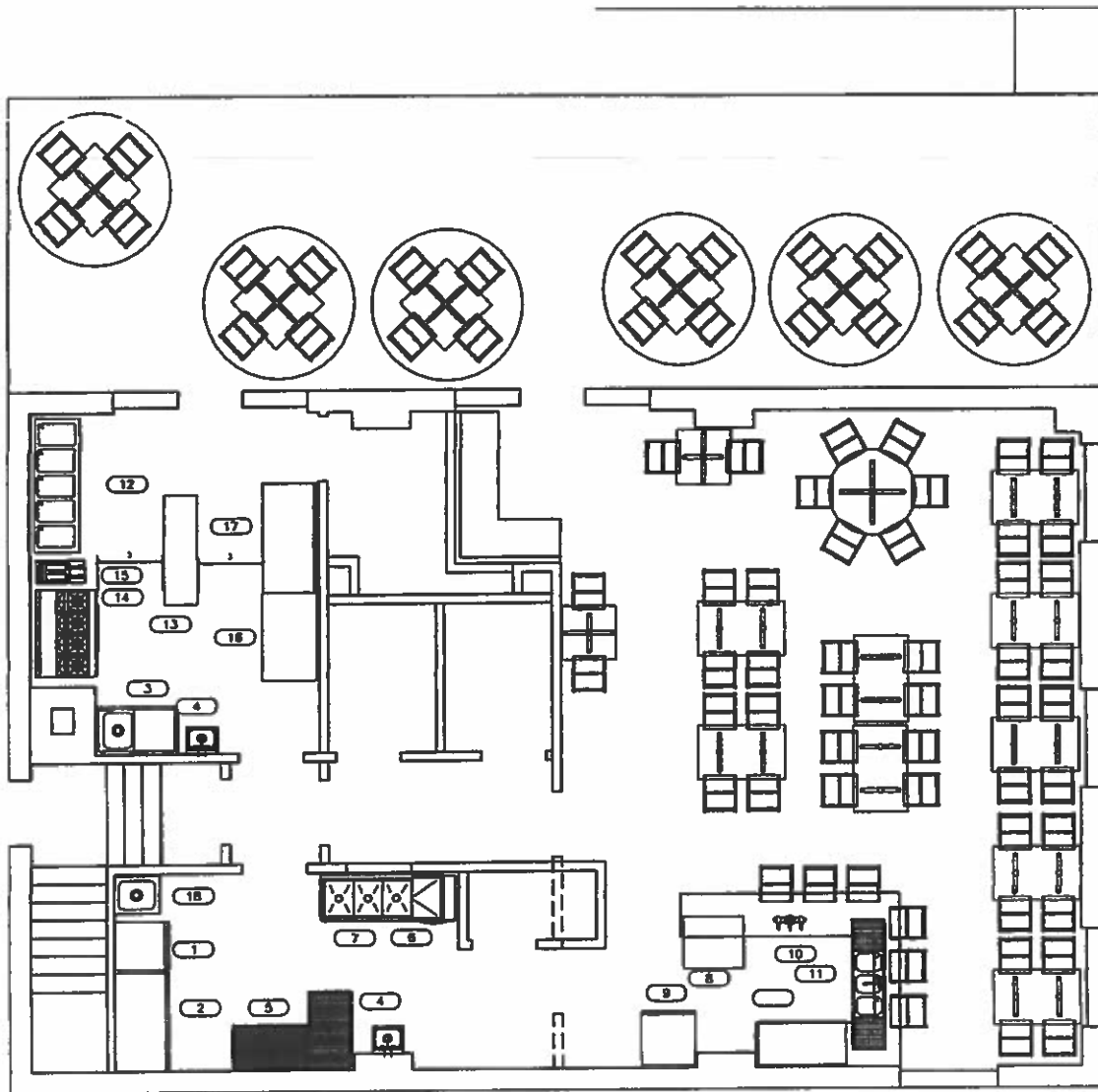
**RIVERFRONT IMPROVEMENT
COMMISSION**

George & Genet Moraetes, Owners

Pat Walton, Chair

Date: _____

Date: _____



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

7/23/18

City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

Subject:
USACE Lock & Dam 15 Guide Wall Project Staging - DISCUSSION / ACTION

ATTACHMENTS:

Type	Description
▢ Cover Memo	USACE Staging Grounds Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 1:58 PM

**LICENSE AGREEMENT
BY AND BETWEEN
THE CITY OF DAVENPORT and CIVIL CONSTRUCTORS, INC.**

The City of Davenport, Iowa, through its Riverfront Improvement Commission, does hereby grant to Civil Constructors, Inc. ("Licensee") the non-exclusive license and authority to use and improve the following described real estate, to-wit:

Existing Parcel No. L0017A01F a/k/a 125 South Perry Street in
Davenport Iowa as depicted in the attached drawing

Subject to the following terms and conditions.

1. This license agreement is granted to allow for the placement of a crane and storage of equipment and materials related to the US Army Corps of Engineers Contract W912EK18C0002, Lock and Dam No. 15 Downstream Guide-wall Repair. This is only a temporary grant and the Licensee assumes all risks that the City of Davenport may subsequently eliminate this License. Licensee bears all costs associated with the demolition, construction, installation and restoration of the area licensed to applicable City standards and specifications and all ongoing costs associated with the usage of the parcel. To be clear Licensee is responsible to restore the area disturbed by the use back to previous conditions or better at the termination of this License. Licensee further acknowledges and understands that the City of Davenport may in its sole discretion demand that the Licensee remove the equipment and materials within 30 day written notice from the City and restore the area without any liability or cost to the City. In the event the Licensee fails to remove the equipment and materials within said 30 days, the City may remove such and restore the area without any liability or cost to the City, and Licensee hereby authorizes the same. Said removal and restoration costs shall be assessed to the Licensee.

2. The duration of this agreement, unless otherwise modified by the City of Davenport, shall be October 2018 through April 2020 (19 Months). During all times, the Licensee shall maintain public access on both the Riverfront Shared Use Trail and the fishing/eagle viewing location and its associated parking area. The rent, payable on the first day of each month, shall be a total of \$16,340.00, or \$860.00 monthly.

3. This license agreement shall be effective upon its execution by both parties and shall continue in force and effect thereafter until either party terminates it for any reason or no reason upon 30 calendar days' notice.

4. Notices as provided for in this License shall be given to the respective parties hereto at the respective addresses designated herein unless

either party notifies the other, in writing, of a different address. Such notice shall be considered given under the terms of this agreement upon deposit in the United States Postal Service mail system, addressed as above designated, postage prepaid, by certified mail.

5. Licensee agrees to save, defend and hold harmless the City of Davenport from any and all liability for damages, costs or expenses from, or as the result of, any action at law or suit in equity that may be brought against the City of Davenport by any person or entity on account of the use, acts or omissions of Licensee, its officials, agents or employees that occur on or about the above-described real property. The cancellation and termination of this agreement shall not affect Licensee's obligation to save, defend and hold harmless the City of Davenport in respect to acts or things which shall have been done or which happened before the date fixed for such termination.

6. Licensee accepts the premises in its present condition and agrees that it will not dispose of waste oil, tires, batteries, paint or other chemicals, or hazardous waste as defined by statute or ordinance anywhere on the licensed premises. Licensee shall immediately notify the City of Davenport of any chemical discharge, leak or spill or hazardous waste exposure event that occurs on the premises.

7. The City of Davenport maintains its right to enter upon said premises for any purpose.

8. Licensee shall yield possession of the premises to the City of Davenport without further demand, notice or action, in as good condition as when it first entered upon the premises (normal wear and tear excluded), upon the effective date of this agreement's termination.

9. Licensee is not an agent of the City of Davenport.

10. Licensee may assign this license agreement subject to it providing prior written notification of its intention to assign to the City of Davenport and subject to the City's written approval of said assignment. Each and every term and provision herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

11. The parties agree and understand that no permanent structural improvements will be erected or constructed within the area. Any property located upon the premises by Licensee shall be removed immediately upon the termination this license at the sole cost of the Licensee. Any items remaining after termination may be disposed by City in its sole discretion and at the expense of Licensee.

12. Neither Licensee nor anyone claiming by, through, or under it shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon.

13. This agreement shall not be construed to create a tenancy of any kind in the above-described real property in favor of Licensee. This agreement simply grants a non-exclusive right to use the property.

14. Licensee agrees to maintain said area and keep it in good repair. City may take corrective action at Licensee's expense if in the City's sole discretion maintenance or cleaning of the area is necessary.

15. For the purposes of notice the parties designate the following persons:

Thomas Warner, City Attorney
Davenport City Hall
226 W 4th Street
Davenport, IA 52801
563.326.7735

Civil Constructors, Inc.
Representative

16. As used in this License, the "City of Davenport" or "City" includes not only the municipal corporation of that name, but also its officers, employees, agents and assigns.

IN WITNESS WHEREOF, the parties have signed this agreement this _____ day of _____, 20____.

MEMECAT, LLC

The City of Davenport

Thomas D. Warner
City Attorney

State of Iowa)
) ss.
County of Scott)

Sworn to and subscribed before me, the undersigned, a Notary Public in and for the State of Iowa, by _____ to me personally known this _____ day of September 2017.

Notary Public in and for State of Iowa

State of Iowa)
) ss.
County of Scott)

Sworn to and subscribed before me, the undersigned, a Notary Public in and for the State of Iowa,
by _____ to me personally known this _____ day of September 2017.

Notary Public in and for State of Iowa

Google Maps



Imagery ©2018 Google, Map data ©2018 Google 50 ft

City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

Subject:
Front Street Brewery Addendum - DISCUSSION

ATTACHMENTS:

Type	Description
▣ Cover Memo	Front Street Brewery Addendum

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 2:00 PM

ADDENDUM TO LEASE AGREEMENT – BUSINESS PROPERTY

Executed and entered into this 23rd day of October, 2018, by and between the City of Davenport through its Riverfront Improvement Commission (Landlord) and Front Street Brewery (Tenant) at the Freight House, Davenport, Iowa.

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

The Freight House complex, first floor at 421 West River Drive, formerly known as the Main Level Venue, Davenport, Scott County, Iowa, to include approximately 1,600 square feet as shown on the attached floor plan, marked Exhibit A, and made a part hereof, hereinafter referred to as "Leased Premises."

The term of this Lease shall be for a period of (12) Twelve Months, and shall have possession on November 1, 2018 and shall terminate on October 31, 2019. The Tenant shall have the right of first refusal upon exercising renewal to lease the subject premise.

The additional rental for these leased premises shall be \$19,200.00 annually, or \$1,600.00 monthly, plus its pro-rated share of the cost for utilities, paid at the same time as the existing rental payment schedule. Any additional power required and build-out construction costs will be at the sole cost of the Tenant.

All other terms of the lease agreement are hereby in effect.

Riverfront Improvement Commission

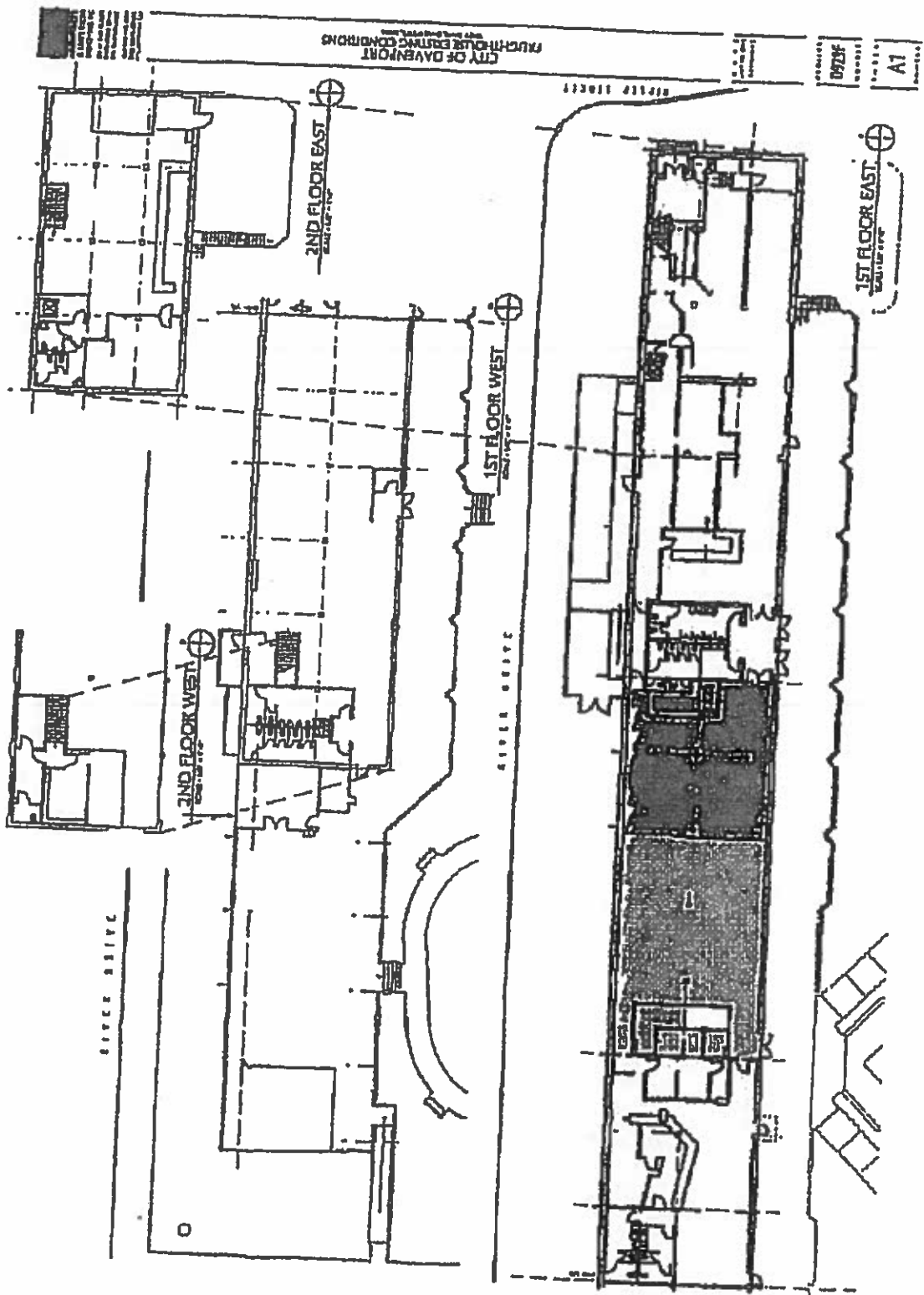
By: _____

Date: _____

Front Street Brewery

By: _____

Date: _____



City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

Subject:
Flood Resiliency Workshop - Kathy Wine, River Action

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 2:02 PM

City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

Subject:
Main Street Landing Flex Space Project Update - Zach Peterson

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 2:04 PM

City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

Subject:
Strategic Planning Initiative Plan - DISCUSSION / ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Strategic Plan

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 2:06 PM

Davenport Riverfront Improvement Commission

Strategic Plan - DRAFT

August 23, 2018

Mission Statement:

The Davenport Riverfront Improvement Commission plans, manages and collaborates with partners to improve the riverfront.

Core Values Statement:

**The Davenport
Riverfront Improvement Commission
is committed to these values and to its
responsibilities as entrusted to us by the community.**

STEWARDSHIP

We safeguard the natural environment of the Riverfront.

COLLABORATION

We work together with partners to maximize opportunities.

SPLENDOR

We preserve the aesthetic nature of the River as a magnificent asset.

ACCESSIBILITY

We offer ways for the community to enjoy the River.

PROGRESS

We promote the River as a cornerstone for regional economic development.

Vision Statement: Our Vision is to create a Mississippi River destination that serves as a source of strength and vitality of the region.

Strategic Goal #1: To clarify the relationship between the City and the DRIC.

1.1 Strategy 1: Do our own homework to understand current role and responsibility and be clear on ordinance

1.1.1a Review existing ordinance, previous ordinance, and state law – Kelli – 3 Months

1.1.1b Understand Operating and CIP Budgets – Pat and Bill A. – 3 Months

1.1.2a Research similar Commissions – Dee – 3 Months

1.1.2b Discuss relationship with Parks – 6 Months

1.1.3 Develop discussion paper to use for meetings – 6 Months

1.2 Strategy 2: Set up formal meeting with City (council and administration) to determine how to align each of our roles and improve our relationship

1.2.1 City Administration to expand discussion paper – 6 Months

1.2.2 Meet with Ald. Gripp and the Mayor – 3 Months

1.2.3 Bi-annual meeting discussion

Strategic Goal #2: To collaborate with partners to improve the riverfront.

2.1 Strategy 1: Identify and target potential partners – USACE, IDNR, River Action, Corporate

2.1.1 Meet Government Grantors – Karl – 9 Months

2.1.2 Meet Business Partners – Gwendolyn – 6 Months

2.1.3 Meet River Action – Bill C. – 3 Months

2.2 Strategy 2: Identify and prioritize projects – RiverWest: Credit Island, Enchanted Island; Main Street Landing; River Heritage Park, First Bridge; Veterans Memorial Park

2.2.1 Solicit public input – 9 Months

2.2.2 Select projects for focus – 12 Months

2.2.3 Access funding

Strategic Goal #3: To strengthen and diversify our funding.

3.1 Strategy 1: Develop and retain tenants

3.1.1 Identify potential additional tenant space – 9 Months

3.1.2 Prepare potential tenant list – 9 Months

3.1.3 Survey current tenants to identify needs to ensure long term retention and/or growth – Randall – 3 Months

3.2 Strategy 2: Increase corporate participation

3.2.1 Participate in RDG Public Art Initiative – Frank – 3 Months

3.2.2 Research property improvements with corporate tenants – 12 Months

3.2.3 Set up meeting with Q2030 River Group – Breanna – 6 Months

3.3 Strategy 3: Access government funding (State and Federal, DNR, CIP, etc.)

3.3.1 TBD after first two strategies are implemented

Draft as of 9-19-18

3 Months

- 1.1.1a Review existing ordinance, previous ordinance, and state law – Kelli
- 1.1.1b Understand Operating and CIP Budgets – Pat and Bill A.
- 1.1.2a Research similar Commissions – Dee
- 1.2.2 Meet with Ald. Gripp and the Mayor
- 2.1.3 Meet River Action – Bill C.
- 3.1.3 Survey current tenants to identify needs to ensure long term retention and/or growth – Randall
- 3.2.1 Participate in RDG Public Art Initiative – Frank

6 Months

- 1.1.2b Discuss relationship with Parks
- 1.1.3 Develop discussion paper to use for meetings
- 1.2.1 City Administration to expand discussion paper
- 2.1.2 Meet Business Partners – Gwendolyn
- 3.2.3 Set up meeting with Q2030 River Group – Breanna

9 Months

- 2.1.1 Meet Government Grantors – Karl
- 2.2.1 Solicit public input
- 3.1.1 Identify potential additional tenant space
- 3.1.2 Prepare potential tenant list

12 Months

2.2.2 Select projects for focus

3.2.2 Research property improvements with corporate tenants

1.2.3 Bi-annual meeting discussion

2.2.3 Access funding

3.3.1 TBD after first two strategies are implemented

City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

Subject:
Public With Business (5 Mins)

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 2:07 PM

City of Davenport
Riverfront Improvement Commission

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

Date
9/25/2018

Subject:
Tuesday, October 23, 2018 at 5:30 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2018 - 2:09 PM