

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, AUGUST 27, 2019; 5:30 PM

CITY HALL COUNCIL CHAMBERS, 226 WEST FOURTH STREET, DAVENPORT, IOWA

I. Call to Order

II. Approval of Minutes

- A. Approve the Meeting Minutes from July 23, 2019 - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. Front Street Brewery Addendum - DISCUSSION
- B. Visit Quad Cities, Visitor Center at Union Station - ACTION
- C. Langman Construction, Staging Area - DISCUSSION / ACTION

V. Projects

- A. RIC Officer Succession Protocol - DISCUSSION / ACTION
- B. Freight House Mural Project - DISCUSSION / ACTION
- C. Freight House Deck Replacement - DISCUSSION / ACTION
- D. Union Station Interior and Exterior Projects - DISCUSSION / ACTION
- E. Canadian Pacific Railroad Crossings - DISCUSSION

VI. Staff Report

VII. Other Business

- A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, September 24, 2019 at 5:30 p.m. in Council Chambers

City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
Approve the Meeting Minutes from July 23, 2019 - ACTION

ATTACHMENTS:

| Type | Description |
|--------------|-----------------|
| ▯ Cover Memo | 7-23-19 Minutes |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:17 PM |

Riverfront Improvement Commission
Minutes
July 23, 2019

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

Others Present: Ald. Kyle Gripp, Council Liaison, Richard Thomas, Parks Liaison; Lorrie Beaman and Ben Florence Freight House Farmer's Market; Zach Peterson, Public Works; Kathy Wine, River Action; Wendy Peterson, a citizen; Bill Handel, Citizen; and Steve Ahrens, Riverfront Improvement Commission

Chairman Walton called the meeting to order at 5:32 p.m. and welcomed all in attendance. Ahrens announced that a quorum for the meeting had been met.

Ashton moved to approve the minutes of the June 25 meeting. Bruemmer seconded the motion and it carried.

Finance

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

Leases

Staff provided the draft lease agreement with Visit Quad Cities for the Visitor Center at Union Station. Ahrens provided an update regarding the buildout and operations plans. Bruemmer moved to approve the agreement. Elftmann-Gross seconded the motion and it carried.

Projects

Lorrie Beaman with the Freight House Farmer's Market provided an update on the indoor market project plans. In addition, Beaman discussed marketing programming and highlighted several upcoming events and activities.

Joint workgroup members and staff provided a status report regarding discussions relating to the riverfront railroad and Canadian Pacific's decision to elevate the line. The Commission continued discussion regarding the matter, which included updates for each of the crossings. CP has provided a new alternate River Heritage Park access design, which also was discussed.

Staff Report

Ahrens provided updates on a variety of topics, including:

- Bylaw officer succession change
- Petersen Trust distribution / QC In-Fisherman donation
- Union Station Interior Restoration Project and the Request for Proposals for A/E firm for exterior grounds
- Credit Island Slough Presentation – August meeting
- Freight House mulching / Breanna's crew
- August 4 Appreciation Cookout at the Freight House

Election of Officers

Rhomberg moved to approve the following slate of officers for 2019-2020, and Ashton seconded the motion and it carried:

Chair – Dee Bruemmer
Vice Chair – Kelli Grubbs
Secretary – Ryan Reed

Other Business

Bill Handel, a citizen, addressed the Commission. With no further public with business to present, and with no further business, the meeting was adjourned at 6:45 p.m.

Karl Rhomberg, Secretary

City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

| Type | Description |
|--------------|-------------------|
| ▯ Cover Memo | RIC Disbursements |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:18 PM |

Aging of Account Receivables Levee Commission 2019

Page # 1

| | | |
|-----------------------------|---------------------------|------------------------------|
| 80418 | Invoice #: 1318344 | Bill Date: 05/01/2019 |
| THE DINER LLC | 421 W RIVER DR #5 | DAVENPORT, IA 52801 |
| | Amount Billed | Amount Owed |
| LEVEE COMMISSION RENTAL | \$3,750.00 | \$1,250.00 |
| | \$3,750.00 | \$1,250.00 |
| Due Date: 05/31/2019 | | |

| | | |
|-----------------------------|---------------------------|------------------------------|
| 80418 | Invoice #: 1318703 | Bill Date: 06/03/2019 |
| THE DINER LLC | 421 W RIVER DR #5 | DAVENPORT, IA 52801 |
| | Amount Billed | Amount Owed |
| LEVEE COMMISSION RENTAL | \$3,750.00 | \$3,750.00 |
| | \$3,750.00 | \$3,750.00 |
| Due Date: 06/30/2019 | | |

| | | |
|-----------------------------|---------------------------|------------------------------|
| 120236859 | Invoice #: 1318693 | Bill Date: 06/03/2019 |
| FRONT STREET BREWERY INC | 208 E RIVER DR | DAVENPORT, IA 52801 |
| | Amount Billed | Amount Owed |
| LEVEE COMMISSION RENTAL | \$265.00 | \$265.00 |
| | \$265.00 | \$265.00 |
| Due Date: 06/30/2019 | | |

| | | |
|-----------------------------|---------------------------|------------------------------|
| 120236859 | Invoice #: 1318695 | Bill Date: 06/03/2019 |
| FRONT STREET BREWERY INC | 208 E RIVER DR | DAVENPORT, IA 52801 |
| | Amount Billed | Amount Owed |
| LEVEE COMMISSION RENTAL | \$1,600.00 | \$1,600.00 |
| LEVEE COMMISSION RENTAL | \$1,462.00 | \$1,462.00 |
| | \$3,062.00 | \$3,062.00 |
| Due Date: 06/30/2019 | | |

Total Outstanding 8,327.00

8/21/2019

Revenue/Billing Table
FY - 2020 Levee Fund #740

| Lessee | Jul-19 | Aug-19 | Sep-19 | Oct-19 | Nov-19 | Dec-19 | Jan-20 | Feb-20 | Mar-20 | Apr-20 | May-20 | Jun-20 | Summary |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-----------|-----------------|
| 1 Front Street Brewery - FH | 3,062.00 | 3,062.00 | 3,062.00 | 3,062.00 | 3,120.00 | 3,120.00 | 3,120.00 | 3,120.00 | 3,120.00 | 3,120.00 | 3,120.00 | 3,120.00 | 37,208.00 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% | 1,696.63 | 1,486.38 | 1,257.47 | 971.28 | 482.44 | 381.95 | 670.32 | 572.29 | 888.27 | 931.47 | \$1,654.88 | 1,921.44 | 12,914.82 RENEW |
| 4 MidAmerican Co. | 6,000.00 | | | | | | | | | 3,900.00 | | | 6,000.00 |
| 5 Lake Davenport Sailing Club | | | | | | | 5,000.00 | | | | | | 3,900.00 |
| 6 LPBC Lindsay Park Boat Club | | | | | | | 2,500.00 | | | | | | 5,000.00 |
| 7 CHS, Inc / Harvest States C | 2,500.00 | | | 2,500.00 | | | | | | 2,500.00 | | | 10,000.00 |
| 8 One River Place | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 | 2,700.00 RENEW |
| 9 Buds Riverview Inn | 1,964.77 | 1,707.56 | 1,330.09 | 522.16 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,525.74 | 3,397.36 | 10,447.70 |
| 10 QCCVB - Union Station | 0.00 | 0.00 | 0.00 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 1,666.67 | 15,000.03 |
| 11 MYBS - Union Station | 383.33 | 383.33 | 383.33 | 383.33 | 383.33 | 383.33 | 383.33 | 383.33 | 383.33 | 383.33 | 383.33 | 383.33 | 4,599.96 |
| 12 Rawson - Union Station | 311.00 | 311.00 | 311.00 | 311.00 | 311.00 | 311.00 | 311.00 | 311.00 | 311.00 | 311.00 | 311.00 | 311.00 | 3,732.00 |
| 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 RENEW |
| 14 Front Street parking | 0.00 | 265.00 | 265.00 | 265.00 | 265.00 | 265.00 | 265.00 | 265.00 | 265.00 | 265.00 | 265.00 | 265.00 | 2,915.00 |
| 15 Freight House Farmers Mark | 1,583.33 | 1,583.33 | 1,583.33 | 1,583.33 | 1,583.33 | 1,583.33 | 1,583.33 | 1,583.33 | 1,583.33 | 1,666.67 | 1,666.67 | 1,666.67 | 19,333.32 |
| 16 Rock River Family Office | 2,635.75 | 2,635.75 | 2,635.75 | 2,635.75 | 2,635.75 | 2,635.75 | 2,635.75 | 2,635.75 | 2,635.75 | 2,684.50 | 2,684.50 | 2,684.50 | 31,775.25 |
| 17 Nestle - SemiParkingLot | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,100.00 | 1,100.00 | 1,100.00 | 12,800.00 |
| 18 The Diner | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | 45,000.00 |
| 19 Antonella's II | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 18,000.00 |
| 20 Taste of Ethiopia | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 12,600.00 |
| Subtotal | 29,545.14 | 20,842.68 | 20,236.30 | 23,308.85 | 19,855.85 | 19,755.36 | 27,543.73 | 19,945.70 | 20,395.02 | 26,886.97 | 22,736.12 | 24,874.32 | 275,926.04 |
| Miscellaneous | | | | | | | | | | | | | |
| 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 |
| Abhe & Svoboda | 860.00 | 860.00 | 860.00 | 860.00 | 860.00 | 860.00 | 860.00 | 860.00 | 860.00 | 860.00 | 860.00 | 860.00 | 10,320.00 |
| 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 | 11,320.00 |
| Total | 29,545.14 | 20,842.68 | 20,236.30 | 23,308.85 | 19,855.85 | 19,755.36 | 28,543.73 | 19,945.70 | 20,395.02 | 26,886.97 | 22,736.12 | 24,874.32 | 287,246.04 |

08/21/2019 10:51
sahrens

City of Davenport
YTD REPORT



P
glytdbud

FOR 2020 02

JOURNAL DETAIL 2020 2 TO 2020 2

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMENTS | REVISED BUDGET | YTD ACTUAL | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-------------------------------------|--------------------|---------------------------|-------------------|------------|--------------|---------------------|-------------|
| 4740 LEVEE IMPROVEMENT | | | | | | | |
| 00000 UNDEFINED | | | | | | | |
| 450404 LEVEE COMMISSION RENT | -290,000 | 0 | -290,000 | -47,644.86 | .00 | -242,355.14 | 16.4% |
| 480690 MISCELLANEOUS | -22,000 | 0 | -22,000 | -7,265.26 | .00 | -14,734.74 | 33.0% |
| 489491 TRANSFER LOCAL OPTION SALES | -75,000 | 0 | -75,000 | .00 | .00 | -75,000.00 | .0% |
| 490865 FUND BALANCE APPROPRIATION | 0 | -30,000 | -30,000 | .00 | .00 | -30,000.00 | .0% |
| TOTAL UNDEFINED | -387,000 | -30,000 | -417,000 | -54,910.12 | .00 | -362,089.88 | 13.2% |
| 10130 PROJECT MANAGEMENT | | | | | | | |
| 510101 FULL TIME SALARIES | 74,285 | 0 | 74,285 | 9,090.03 | .00 | 65,194.97 | 12.2% |
| 510120 RETIREMENT-FICA | 5,683 | 0 | 5,683 | 726.92 | .00 | 4,956.08 | 12.8% |
| 510130 RETIREMENT-TPERS | 7,168 | 0 | 7,168 | 858.09 | .00 | 6,309.91 | 12.0% |
| 510140 EMPLOYEE INSURANCE | 11,791 | 0 | 11,791 | 2,086.44 | .00 | 9,704.56 | 17.7% |
| 510161 DEFERRED COMP | 3,714 | 0 | 3,714 | 454.50 | .00 | 3,259.50 | 12.2% |
| 510162 RETIREMENT HEALTH SAVINGS | 743 | 0 | 743 | 90.90 | .00 | 652.10 | 12.2% |
| 520201 OFFICE SUPPLIES | 200 | 0 | 200 | .00 | .00 | 200.00 | .0% |
| 520205 UTILITY SERVICES | 90,000 | 5,000 | 95,000 | 3,694.88 | .00 | 91,305.12 | 3.9% |
| 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 | 10,000 | 52,000 | 3,049.74 | 1,380.00 | 47,570.26 | 8.5% |
| 520297 PROJECT EXPENSE | 20,000 | 15,000 | 35,000 | 2,847.79 | 2,517.00 | 29,635.21 | 15.3% |
| 560606 TELEPHONE EXPENSE | 450 | 0 | 450 | .00 | .00 | 450.00 | .0% |
| 560620 LIABILITY INSURANCE | 1,381 | 0 | 1,381 | 1,381.00 | .00 | .00 | 100.0% |
| 560623 FACILITIES MAINTENANCE | 14,850 | 0 | 14,850 | .00 | .00 | 14,850.00 | .0% |
| 560624 PROPERTY INSURANCE | 530 | 0 | 530 | 530.00 | .00 | .00 | 100.0% |
| 560633 WORKERS COMPENSATION INSURAN | 730 | 0 | 730 | 730.00 | .00 | .00 | 100.0% |
| TOTAL PROJECT MANAGEMENT | 276,625 | 30,000 | 306,625 | 25,540.29 | 3,897.00 | 277,187.71 | 9.6% |
| 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% |

08/21/2019 10:51
sahrens

City of Davenport
YTD REPORT

P 2
glytdbud

FOR 2020 02

JOURNAL DETAIL 2020 2 TO 2020 2

| | ORIGINAL APPROP | TRANSFRS/ ADJUSTMS | REVISED BUDGET | YTD ACTUAL | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-------------------------|--------------------|-----------------------|-------------------|------------|--------------|---------------------|-------------|
| TOTAL LEVEE IMPROVEMENT | -57,875 | 0 | -57,875 | -29,369.83 | 3,897.00 | -32,402.17 | 44.0% |
| TOTAL REVENUES | -387,000 | -30,000 | -417,000 | -54,910.12 | | -362,089.88 | |
| TOTAL EXPENSES | 329,125 | 30,000 | 359,125 | 25,540.29 | 3,897.00 | 329,687.71 | |
| GRAND TOTAL | -57,875 | 0 | -57,875 | -29,369.83 | 3,897.00 | -32,402.17 | 44.0% |

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

08/21/2019 10:53
sahrens

City of Davenport
MONTHLY DETAIL REPORT

1
glytdbud



FOR 2020 02

JOURNAL DETAIL 2020 2 TO 2020 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 SALAR | 74,285 | 0 | 74,285 | 9,090.03 | .00 | 65,194.97 | 12.2% |
| 2020/02/020024 08/02/2019 PRJ | 3,030.01 REF PY0802 | | | | WARRANT=080219 | RUN=1 BI-WEEKL | |
| 2020/02/020457 08/16/2019 PRJ | 3,030.01 REF PY0816 | | | | WARRANT=081619 | RUN=1 BI-WEEKL | |
| TOTAL FULL TIME SALARIES | 74,285 | 0 | 74,285 | 9,090.03 | .00 | 65,194.97 | 12.2% |
| 510102 PART TIME SALARIES | | | | | | | |
| 54741013 510102 PART TIME SALAR | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 54741013 510102 USDA PART TIME S | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL PART TIME SALARIES | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 510103 TEMPORARY SALARIES | | | | | | | |
| 54741013 510103 TEMPORARY SALAR | 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% |

08/21/2019 10:53
sahrens

City of Davenport
MONTHLY DETAIL REPORT

P
glytdbud

FOR 2020 02

JOURNAL DETAIL 2020 2 TO 2020 2

| | ORIGINAL APPROP | TRANSFRS/ ADJUSTMENTS | 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 | 5,683 | 0 | 5,683 | 726.92 | .00 | 4,956.08 | 12.8% |
| 2020/02/020024 08/02/2019 PRJ | 242.08 REF PY0802 | | | | WARRANT=080219 | RUN=1 BI-WEEKL | |
| 2020/02/020457 08/16/2019 PRJ | 242.42 REF PY0816 | | | | WARRANT=081619 | RUN=1 BI-WEEKL | |
| 54741013 510120 USDA RETIREMENT- | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL RETIREMENT-FICA | 5,683 | 0 | 5,683 | 726.92 | .00 | 4,956.08 | 12.8% |
| 510130 RETIREMENT-IPERS | | | | | | | |
| 54741013 510130 RETIREMENT-IPERS | 7,168 | 0 | 7,168 | 858.09 | .00 | 6,309.91 | 12.0% |
| 2020/02/020024 08/02/2019 PRJ | 286.03 REF PY0802 | | | | WARRANT=080219 | RUN=1 BI-WEEKL | |
| 2020/02/020457 08/16/2019 PRJ | 286.03 REF PY0816 | | | | WARRANT=081619 | RUN=1 BI-WEEKL | |
| 54741013 510130 USDA RETIREMENT- | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL RETIREMENT-IPERS | 7,168 | 0 | 7,168 | 858.09 | .00 | 6,309.91 | 12.0% |
| 510140 EMPLOYEE INSURANCE | | | | | | | |
| 54741013 510140 EMPLOYEE INSURA | 11,791 | 0 | 11,791 | 2,086.44 | .00 | 9,704.56 | 17.7% |
| 2020/02/020457 08/16/2019 PRJ | 1,043.22 REF PY0816 | | | | WARRANT=081619 | RUN=1 BI-WEEKL | |
| TOTAL EMPLOYEE INSURANCE | 11,791 | 0 | 11,791 | 2,086.44 | .00 | 9,704.56 | 17.7% |
| 510150 POLICE RETIREMENT | | | | | | | |
| 54741013 510150 POLICE RETIREME | 0 | 0 | 0 | .00 | .00 | .00 | .0% |

08/21/2019 10:53
sahrens

City of Davenport
MONTHLY DETAIL REPORT



P 3
glytdbud

FOR 2020 02

JOURNAL DETAIL 2020 2 TO 2020 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 | 3,714 | 0 | 3,714 | 454.50 | .00 | 3,259.50 | 12.2% |
| 2020/02/020024 08/02/2019 PRJ | 151.50 REF PY0802 | | | | WARRANT=080219 | RUN=1 BI-WEEKL | |
| 2020/02/020457 08/16/2019 PRJ | 151.50 REF PY0816 | | | | WARRANT=081619 | RUN=1 BI-WEEKL | |
| TOTAL DEFERRED COMP | 3,714 | 0 | 3,714 | 454.50 | .00 | 3,259.50 | 12.2% |
| 510162 RETIREMENT HEALTH SAVINGS | | | | | | | |
| 54741013 510162 RETIREMENT HEALTH SAVINGS | 743 | 0 | 743 | 90.90 | .00 | 652.10 | 12.2% |
| 2020/02/020024 08/02/2019 PRJ | 30.30 REF PY0802 | | | | WARRANT=080219 | RUN=1 BI-WEEKL | |
| 2020/02/020457 08/16/2019 PRJ | 30.30 REF PY0816 | | | | WARRANT=081619 | RUN=1 BI-WEEKL | |
| TOTAL RETIREMENT HEALTH SAVINGS | 743 | 0 | 743 | 90.90 | .00 | 652.10 | 12.2% |
| 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 | .00 | .00 | 200.00 | .0% |

08/21/2019 10:53
sahrens

City of Davenport
MONTHLY DETAIL REPORT

P
glytdbud
4

FOR 2020 02

JOURNAL DETAIL 2020 2 TO 2020 2

| | ORIGINAL APPROP | TRANSFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------------------------------|-----------------------|------------------------|-------------------|------------------|--------------|---------------------|-------------|
| TOTAL OFFICE SUPPLIES | 200 | 0 | 200 | .00 | .00 | 200.00 | .0% |
| 520205 UTILITY SERVICES | | | | | | | |
| 54741013 520205 UTILITY SERVICE | 90,000 | 5,000 | 95,000 | 3,694.88 | .00 | 91,305.12 | 3.9% |
| 2020/02/020211 08/08/2019 API | 944.62 VND 001322 VCH | | IOWA AMERICAN WAT | AUGUST PAYMENT 1 | | | 192564 |
| TOTAL UTILITY SERVICES | 90,000 | 5,000 | 95,000 | 3,694.88 | .00 | 91,305.12 | 3.9% |
| 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 SERVI | 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 SE | 3,000 | 0 | 3,000 | .00 | .00 | 3,000.00 | .0% |
| 54741013 520217 USDA PROFESSIONA | 0 | 0 | 0 | .00 | .00 | .00 | .0% |

08/21/2019 10:53
City of Davenport
MONTHLY DETAIL REPORT

FOR 2020 02 JOURNAL DETAIL 2020 2 TO 2020 2

| | ORIGINAL APPROP | TRANSFRS/ ADJUSTMTS | 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-BLD | 42,000 | 10,000 | 52,000 | 3,049.74 | 1,380.00 | 47,570.26 | 8.5% |
| 2020/02/020012 08/01/2019 API | 1,524.24 VND 001306 VCH | | KONE INC | FY 20 ANNUAL MAINTENANCE 1ST H | | 192403 | |
| TOTAL MAINTENANCE-BLDGS & GRNDS | 42,000 | 10,000 | 52,000 | 3,049.74 | 1,380.00 | 47,570.26 | 8.5% |
| 520245 PAYMENT TO OTHER AGENCY | | | | | | | |
| 54741013 520245 PAYMENT TO OTH | 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 | 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 | 15,000 | 35,000 | 2,847.79 | 2,517.00 | 29,635.21 | 15.3% |
| 2020/02/020019 08/01/2019 API | 500.00 VND 017478 VCH | | CROOKED CACTUS BAND | AUGUST 11 2019 SUMMER CONCERT- | | 192375 | |
| 2020/02/020460 08/15/2019 API | 190.00 VND 001398 VCH | | BOS ELECTRONICS | SOUND SYSTEM RENTAL FOR BIX PR | | 192712 | |
| 2020/02/020460 08/15/2019 API | 136.74 VND 012311 VCH | | AHRENS, STEVEN | REIMBURSE FOR APPRECIATION EVE | | 5001399 | |
| 2020/02/020460 08/15/2019 API | 300.00 VND 002730 VCH | | DAVENPORT SCHOOLS | AUGUST 28 2019 CENTRAL BAND CO | | 192735 | |
| 2020/02/020460 08/15/2019 API | 350.00 VND 009568 VCH | | BIG RIVER BRASS BAND | AUG 25 2019 SUMMER CONCERT- BI | | 192709 | |
| 2020/02/020619 08/22/2019 API | 170.00 VND 001398 VCH | | BOS ELECTRONICS | SOUND SYSTEM RENTAL FOR 7/21/1 | | | |

08/21/2019 10:53
sahrens

City of Davenport
MONTHLY DETAIL REPORT

P 6
glytdbud

FOR 2020 02

JOURNAL DETAIL 2020 2 TO 2020 2

| | ORIGINAL APPROP | TRANFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------------------------------|--------------------|-----------------------|-------------------|--------------|--------------|---------------------|-------------|
| TOTAL PROJECT EXPENSE | 20,000 | 15,000 | 35,000 | 2,847.79 | 2,517.00 | 29,635.21 | 15.3% |
| 520298 OTHER SUPPLIES & SERVICES | | | | | | | |
| 54741013 520298 OTHER SUPPLIES | 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 E | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL OPERATING EQUIPMENT | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 560606 TELEPHONE EXPENSE | | | | | | | |
| 54741013 560606 TELEPHONE EXPEN | 450 | 0 | 450 | .00 | .00 | 450.00 | .0% |
| TOTAL TELEPHONE EXPENSE | 450 | 0 | 450 | .00 | .00 | 450.00 | .0% |
| 560620 LIABILITY INSURANCE | | | | | | | |
| 54741013 560620 LIABILITY INSUR | 1,381 | 0 | 1,381 | 1,381.00 | .00 | .00 | 100.0% |
| TOTAL LIABILITY INSURANCE | 1,381 | 0 | 1,381 | 1,381.00 | .00 | .00 | 100.0% |
| 560622 DATA PROCESSING | | | | | | | |
| 54741013 560622 DATA PROCESSING | 0 | 0 | 0 | .00 | .00 | .00 | .0% |

08/21/2019 10:53
sahrens

City of Davenport
MONTHLY DETAIL REPORT



P 7
glytdbud

FOR 2020 02

JOURNAL DETAIL 2020 2 TO 2020 2

| | ORIGINAL APPROP | TRANSFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---------------------------------------|--------------------|------------------------|-------------------|--------------|--------------|---------------------|-------------|
| TOTAL DATA PROCESSING | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 560623 FACILITIES MAINTENANCE | | | | | | | |
| 54741013 560623 FACILITIES MAIN | 14,850 | 0 | 14,850 | .00 | .00 | 14,850.00 | .0% |
| TOTAL FACILITIES MAINTENANCE | 14,850 | 0 | 14,850 | .00 | .00 | 14,850.00 | .0% |
| 560624 PROPERTY INSURANCE | | | | | | | |
| 54741013 560624 PROPERTY INSURA | 530 | 0 | 530 | 530.00 | .00 | .00 | 100.0% |
| TOTAL PROPERTY INSURANCE | 530 | 0 | 530 | 530.00 | .00 | .00 | 100.0% |
| 560633 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 54741013 560633 WORKERS COMPENS | 730 | 0 | 730 | 730.00 | .00 | .00 | 100.0% |
| TOTAL WORKERS COMPENSATION INSURANCE | 730 | 0 | 730 | 730.00 | .00 | .00 | 100.0% |
| TOTAL PROJECT MANAGEMENT | 276,625 | 30,000 | 306,625 | 25,540.29 | 3,897.00 | 277,187.71 | 9.6% |
| TOTAL LEVEE IMPROVEMENT | 276,625 | 30,000 | 306,625 | 25,540.29 | 3,897.00 | 277,187.71 | 9.6% |
| TOTAL EXPENSES | 276,625 | 30,000 | 306,625 | 25,540.29 | 3,897.00 | 277,187.71 | |
| GRAND TOTAL | 276,625 | 30,000 | 306,625 | 25,540.29 | 3,897.00 | 277,187.71 | 9.6% |

** 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
8/27/2019

Subject:
Front Street Brewery Addendum - DISCUSSION

ATTACHMENTS:

| Type | Description |
|--------------|--------------------|
| ▯ Cover Memo | FSB Lease Addendum |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:20 PM |

ADDENDUM TO LEASE AGREEMENT -- BUSINESS PROPERTY

Executed and entered into this 24th day of September, 2019, 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, 2019 and shall terminate on October 31, 2020. 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

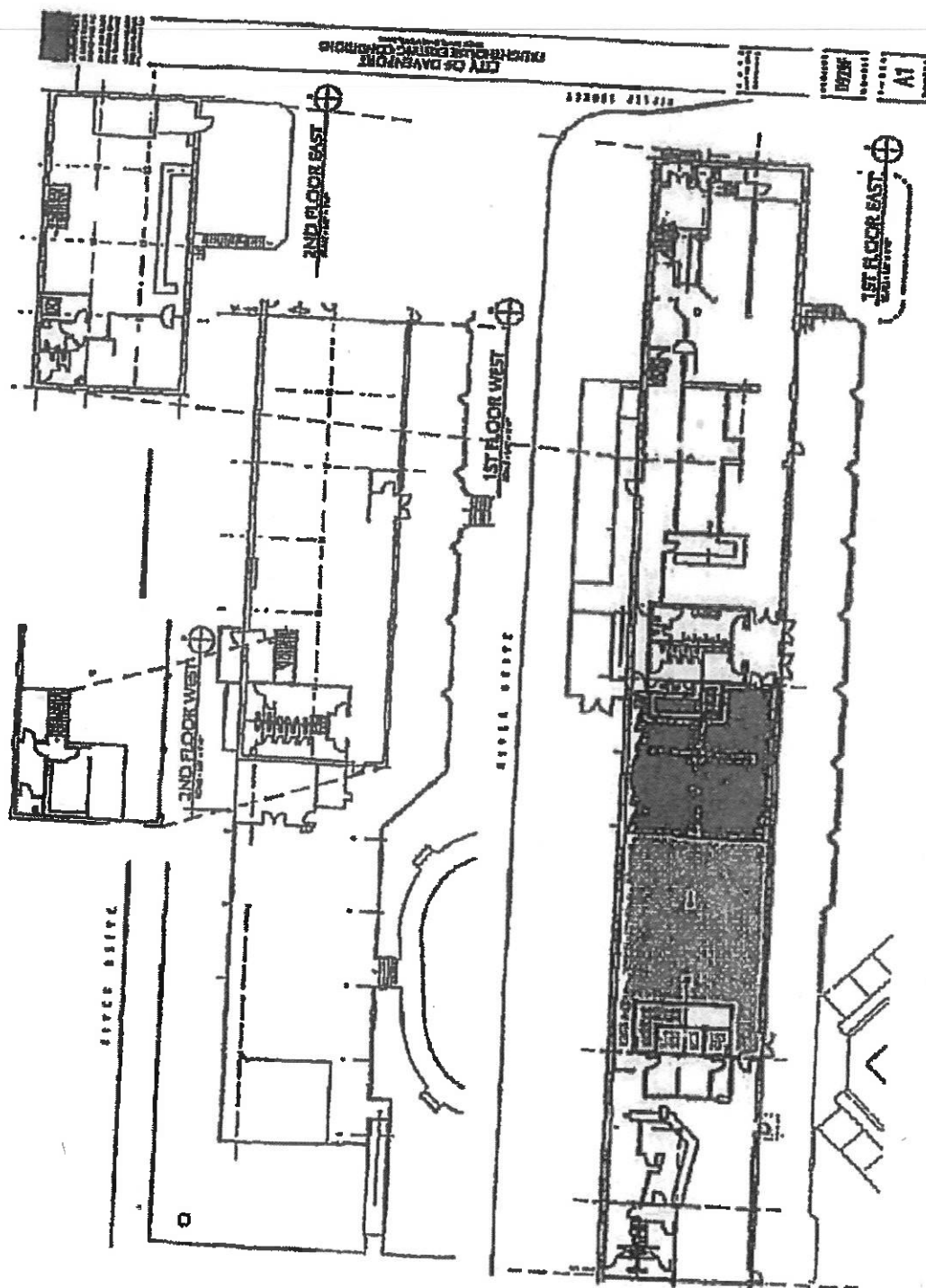
By: _____

Date: _____

Front Street Brewery

By: _____

Date: _____



City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
Visit Quad Cities, Visitor Center at Union Station - ACTION

ATTACHMENTS:

| Type | Description |
|--------------|-------------------------|
| ▯ Cover Memo | Visit Quad Cities Lease |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:21 PM |

AGREEMENT

This Agreement made as of this 27th day of August, 2019 by and between Visit Quad Cities ("VQC") 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 VQC has significant expertise in the operation and management of visitor centers, and;

WHEREAS, the City and VQC 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 visitor 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 VQC 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 VQC may reduce operating hours to compensate. The VQC President and CEO, in consultation with the Riverfront Improvement Commission, may reduce operational hours as visitation demands decrease. VQC reserves the rights for final operational scheduling and staffing.
3. The VQC 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 VQC with regard to all aspects of their employment or activity at the Property.
4. The VQC 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 VQC and City agree to the following annual payments to the Riverfront Commission:

| | <u>VQC</u> |
|--------|-------------|
| FY2020 | \$13,333.33 |
| FY2021 | \$20,000.00 |
| FY2022 | \$20,000.00 |

VQC reserves the right to seek potential funding support from the City of Davenport.

6. The term of this Agreement shall be for a three-year period beginning October 1, 2019 to June 30, 2022, with the initial rental payment beginning on November 1, 2019. For each party, there is a 120 day written notice to terminate the agreement. Prior to the termination of the agreement, Visit Quad Cities, the Riverfront Improvement Commission and the City of Davenport will mutually agree to discuss the termination of the agreement and the implications to this tourism and economic development visitor center.
7. An agreement renewal period will commence July 1, 2021 and will expire 90 days from the commencement date. During this time period, the City of Davenport will exclusively negotiate with Visit Quad Cities.
8. **LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD:**
Insurance. The tenant 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. The City of Davenport maintains the right to review insurance coverages on an annual basis.

The following insurance policies are required unless other limits are specified.
The City shall be specifically named as an additional insured under Commercial General Liability.

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

(2) Commercial General Liability

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

(3) Automobile Liability
(If the tenant utilizes autos)

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

(4) Excess Liability Umbrella Form

\$1,000,000

Contractual liability.

The insurance required above shall:

- (1) be Primary insurance and non-contributory.
- (2) include contractual liability insurance coverage for the Tenant's obligations under the **Indemnification** paragraph below.

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 Tenant 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 Tenant will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

Indemnification.

To the fullest extent permitted by the law, the Tenant 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 Tenant, 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 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 Tenant or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. The VQC 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. VQC shall service the display racks provided by the City for promotional materials, sale of merchandise, and displays.
10. VQC shall cause the space to be significantly improved as to be an attractive visitor center and multi-purpose space for tourism and economic development

use. VQC shall be responsible for the coordination of all calendar and scheduling activity in the space.

11. The VQC 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.
12. The VQC 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.
13. The VQC 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.
14. 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.
15. If reason of Force Majeure (as hereinafter defined), Lessee shall not be deemed in default for so long as such Force Majeure continues. "Force Majeure" shall mean acts of God; winds; hurricanes; tornadoes; fires; epidemic; landslides; earthquakes; floods; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities, acting in their regulatory or judicial capacity, that directly prevent performance by Lessee; insurrections; sabotage; riots; civil disturbances; explosions; or any cause or event, not reasonably within the control of Lessee, which precludes Lessee from meeting the rental payments and deadlines set forth above.
16. 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

VISIT QUAD CITIES

Dee Bruemmer, Chair

Dave Herrell, President and CEO

DATE - 1/4" = 1'-0"

City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
Langman Construction, Staging Area - DISCUSSION / ACTION

ATTACHMENTS:

| Type | Description |
|--------------|----------------------------|
| ▣ Cover Memo | Langman Construction Lease |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:39 PM |

**LICENSE AGREEMENT
BY AND BETWEEN
THE CITY OF DAVENPORT and LANGMAN CONSTRUCTION, INC.**

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

The west 700 feet of existing Parcel No. K0024-03 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 concrete recycling equipment and aggregate material stockpiles related to the City of Davenport 1930's Interceptor Project. 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 September 2019 through October 2021. . The rent, payable on the first day of each year, shall be a total of \$1.00 annually.
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

Tara Blondell
Langman Construction, Inc.
President

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____.

Civil Constructors, Inc.

The City of Davenport

Tara Blondell

Thomas D. Warner
City Attorney

State of Iowa)
)
County of Scott) ss.

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



Lot Location

1 inch = 200 feet (8.5" x 11")



City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
RIC Officer Succession Protocol - DISCUSSION / ACTION

ATTACHMENTS:

| Type | Description |
|--------------|-----------------------------|
| ▯ Cover Memo | Officer Succession Protocol |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:41 PM |

Riverfront Improvement Commission
Officer Succession Plan

Considered on August 27, 2019

DRAFT

*Customary Practice (by Motion)

OPTIONS:

1. Officers will be elected annually (in July) by the full Commission with the expectation of a four-year succession plan as customary practice. The position of Vice Chairmanship will comprise the first and second years, then the Chairmanship in years three and four.
2. Officers will be elected annually (in July) by the full Commission with the expectation of a two-year succession plan as customary practice. The position of Vice Chairmanship will comprise the first year, then the Chairmanship in year two.
3. Officers will be elected annually (in July) by the full Commission with the expectation of a four-year succession plan as customary practice. The position of Secretary will comprise the first year, then Vice Chairmanship in the second year, and finally the Chairmanship in years three and four.
4. Officers will be elected annually (in July) by the full Commission with the expectation of a three-year succession plan as customary practice. The position of Secretary will comprise the first year, then Vice Chairmanship in the second year, and finally the Chairmanship in year three.
5. REVISION TO THE BY-LAWS – Section 1.2a

“The election of officers will occur at the July meeting every two years, beginning in 2019.”

Riverfront Improvement Commission
By-laws
Approved August 22, 2017

Section 1.0 Officers

1.1 Offices

1.1.a Chairperson

- 1) The position of Chairperson is hereby established.
- 2) The Chairperson shall preside at all meetings of the Commission.
- 3) The Chairperson shall have general charge of the business of the Commission.
- 4) The Chairperson shall perform such other duties as are usually exercised by the Chairperson of a Commission or as specifically authorized by the Commission.

1.1.b Vice-Chairperson

- 1) The position of Vice-Chairperson is hereby established.
- 2) The Vice-Chairperson shall act in the capacity of Chairperson in the absence of the Chairperson.

1.1.c Secretary

- 1) The position of Secretary is hereby established.
- 2) The Secretary shall ensure that a complete and accurate record of the Commission's acts and proceedings are kept.
- 3) The Secretary shall act in the capacity of Chairperson in the absence of the Chairperson and the Vice-Chairperson.

1.2 Election of Officers

1.2.a The election of officers shall occur at the July meeting each year.

1.2.b The Chairperson of the Commission shall be elected and shall hold office for one year or until his/her successor is elected or qualified.

1.2.c The Vice-Chairperson of the Commission shall be elected and shall hold office for one year or until his/her successor is elected or qualified.

1.2.d The Secretary shall be elected immediately after the election of the Vice-Chairperson and shall hold office for one year or until his/her successor is elected or qualified.

1.2.e Any vacancy in the office of Chairperson, Vice-Chairperson or Secretary of the Commission may be filled at any Regular or Special Meeting after such vacancy.

1.2.f No Commissioner shall hold more than one office at a time.

Section 2.0 Public Hearings

2.1 Notice of the time and place of the hearing will be given, not less than 4 days nor more than 20 days prior to such hearing by one publication in a newspaper of general circulation.

Section 3.0 Meetings

3.1 Regular Meetings

3.1.a The monthly meeting of the Commission shall be held on a date, time and place to be designated by the Commission.

3.1.b In the event that the Chairperson, the Vice-Chairperson and the Secretary of the Commission should be absent or unable for any reason to attend to the duties of their office, the members of the Commission may at any Regular Meeting or Special Meeting called for that purpose, appoint a Chairperson pro-tempore or a Secretary pro-tempore, as the case may be, who shall attend to all the duties of such officer until such officer shall return or be able to attend to his/her duties.

3.1.c Meeting agendas shall be jointly determined by the Chairperson and staff.

3.2 Special Meetings

3.2.a Special Meetings of the Commission may be called by the Chairperson alone or by any two Commissioners by providing written notice to staff with sufficient notification for official notice to be posted at least 24 hours before the special meeting. Staff

shall provide oral and written notice, including the purpose of the meeting to each Commissioner.

3.2.b The purpose of the meeting shall be stated in the posted agenda.

3.2.c If no other place is fixed in the Notice, the meeting shall be held at the regular meeting place of the Commission.

3.3 Notices of Meetings

3.3.a Staff shall be responsible for assuring that state law is complied with as it relates to the posting of meeting notices and minutes.

3.4 Quorum

3.4.a A majority of Commissioners shall constitute a quorum.

3.4.b The affirmative vote of a majority of those members present shall be required for the exercise of powers or functions conferred or imposed on the Commission, but less than a quorum of the members may meet and adjourn from time to time until a quorum is present.

3.4.c Without a quorum, no business will be transacted and no official action on any matter will take place.

3.5 Voting

3.5.a Voting will be by voice vote unless a roll call is requested by a member. A roll call vote shall be called by staff, and will be recorded by yeas or nays.

3.5.b However, a member may abstain, if the member believes there is a conflict of interest, as provided for in Subsection 3.6.

3.5.c Members shall be physically present at the meeting in order to exercise their vote. Proxy voting, mail voting or telephone voting are prohibited.

3.5.d The Mayor may appoint one member from the City Council annually to act as a liaison to and attend meetings of the Commission. The liaison is considered a non-voting member.

3.5.e The Commission shall choose a member annually to act as a liaison to and attend the meetings of the Parks and Recreation Advisory Board. The liaison is considered a non-voting member.

3.6 Conflict of Interest

- 3.6.a A member of the Commission must abstain from participating in a matter before the Commission when the member has a conflict of interest or an appearance of impropriety. Conflict of interest shall mean a direct and personal interest in the outcome of the proceedings. An appearance of impropriety shall mean an apparent conflict of interest based on objective standards. A member of the Commission shall declare their conflict or appearance of impropriety as soon as the matter comes before the Commission for discussion or as soon thereafter as the member becomes aware of the appearance of impropriety or conflict. Thereafter, the member shall take no part in the discussion or vote on the matter.

Section 4.0 Meeting Attendance

- 4.1 Commission members are expected to attend all regular and special meetings of the Commission.
- 4.2 Prior to any scheduled Commission meeting, members shall notify the appropriate City Staff regarding excused or anticipated absences. Any Commission member who shall be absent from three consecutive Commission meetings without just cause or who shall be absent from a total combination of six Commission meetings in any calendar year without just cause shall be removed by the Chairperson from the Commission. Just cause shall include, but not be limited to, death, illness or being out of the city.

Section 5.0 Communications

- 5.1 No member of the Commission is qualified to speak for the Commission as a whole, unless specifically directed to do so by resolution of the Commission. All news releases are to be cleared through and made by the Chairperson of the Commission and/or the Staff in such form and copy as approved by the Commission. An individual member may express their opinion or perspective on a matter before the Commission. The right of a member of the Commission as a citizen to his/her personal opinion, written or spoken, is not hereby denied.
- 5.2 Commissioners shall abide by the principles set forth in the City of Davenport Code of Conduct for Elected Officials and Members of Appointed Boards and Commissions. In cases where these rules are more specific they shall be binding.

Section 6.0 Staff

6.1 The Director of Community and Economic Development or designee shall serve as Staff to the Commission.

6.2 The Staff shall be responsible for preparation of the Agenda and for the provision of all staff support and reports to the Commission. The Staff shall make reasonable efforts to provide reports on agenda items with each meeting packet to the Commission. Staff shall assure the upcoming agenda is posted at least 24 hours prior to the scheduled meeting.

6.3 The Staff shall be responsible for the maintenance of all records, reports and correspondence.

6.4 Training New Commissioners

6.4.a Newly appointed Commissioners shall be provided training to orient them to the responsibilities and operations of the Commission. This training may take the form of orientation by staff, small group discussions and other methods that are available.

Section 7.0 Rules of Order

7.1 Parliamentary Procedure

7.1.a Robert's Rules of Order, Revised will govern the Commission meetings in all cases where these rules do not provide for the procedures to be followed.

7.2 Amendments

7.2.a The foregoing bylaws, or any part thereof, may be amended at any regular meeting of the Commission by a two-thirds vote, provided that the amendment has been submitted in writing at the previous regular meeting.

City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
Freight House Mural Project - DISCUSSION / ACTION

ATTACHMENTS:

| Type | Description |
|--------------|-------------|
| ▯ Cover Memo | FH Mural |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:42 PM |







City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

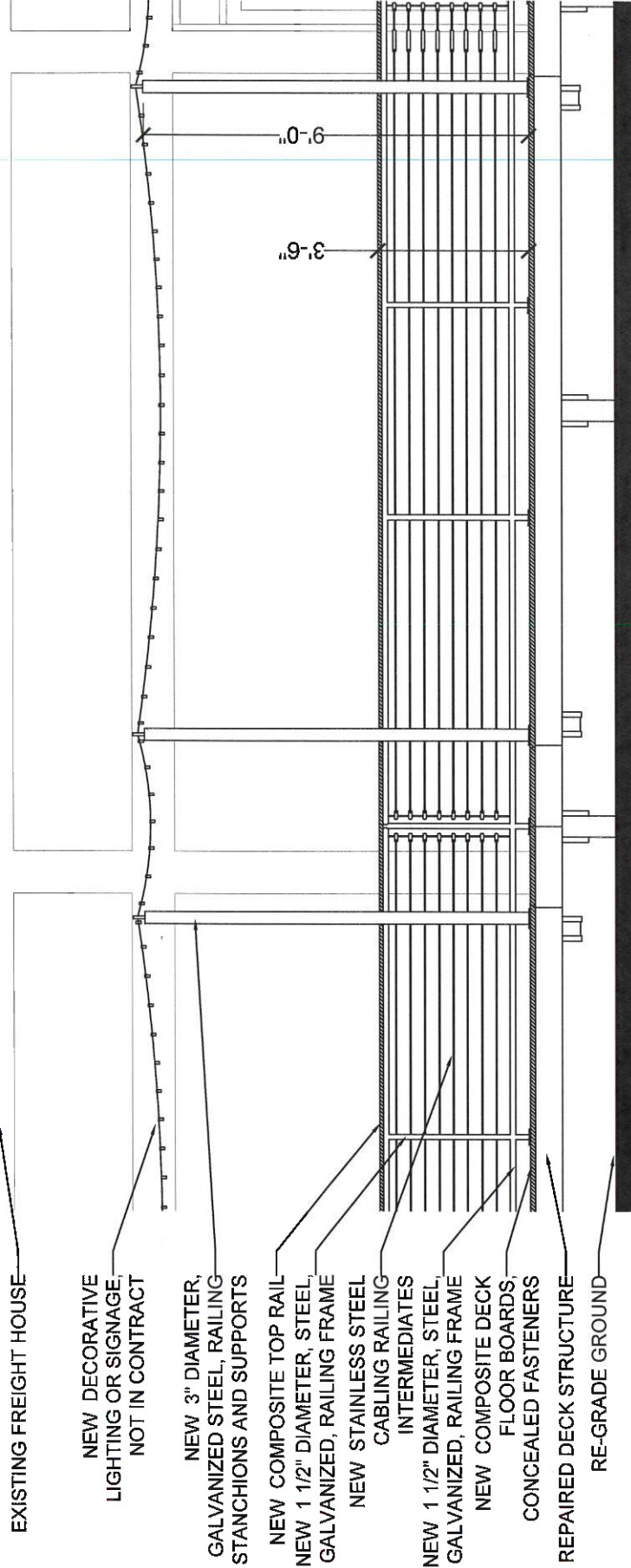
Subject:
Freight House Deck Replacement - DISCUSSION / ACTION

ATTACHMENTS:

| Type | Description |
|--------------|-------------|
| ▢ Cover Memo | FH Deck |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:43 PM |



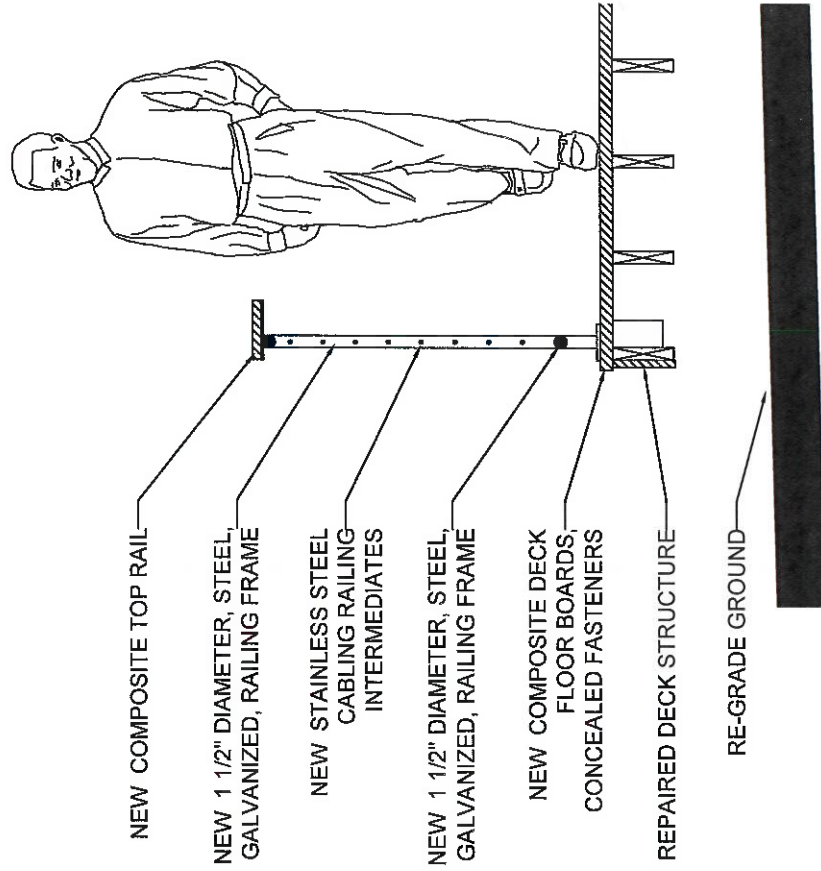
Revised South Railing Elevation Detail



FREIGHT HOUSE
South Side Deck Repairs
421 West River Drive
Davenport, Iowa

BRACKE, HAYES, MILLER, MAHON
ARCHITECTS

8-14-19



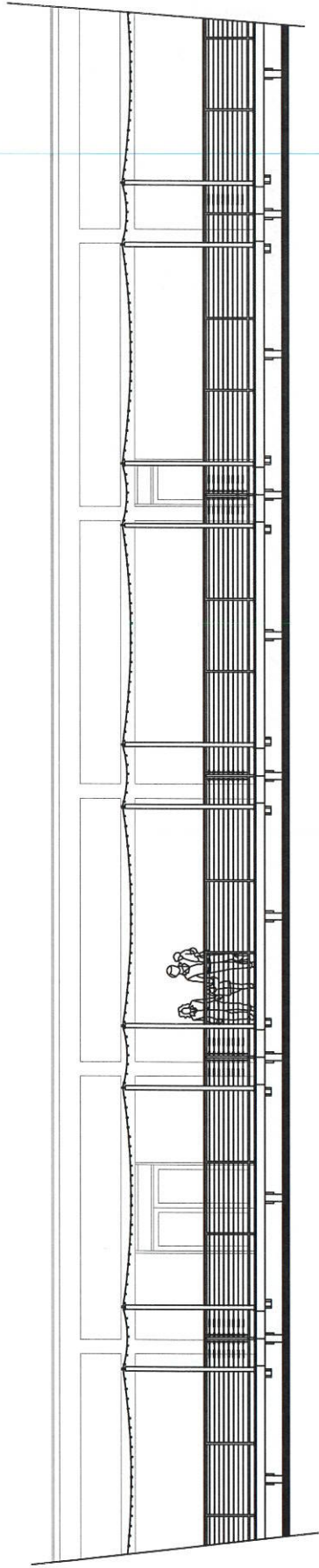
Revised South Railing Section

FREIGHT HOUSE
 South Side Deck Repairs
 421 West River Drive
 Davenport, Iowa



BRACKE, HAYES, MILLER, MAHON
 ARCHITECTS

8-14-19



Revised South Railing Elevation

FREIGHT HOUSE
South Side Deck Repairs
421 West River Drive
Davenport, Iowa



BRACKE, HAYES, MILLER, MAHON
ARCHITECTS

8-14-19

City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
Union Station Interior and Exterior Projects - DISCUSSION / ACTION

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:45 PM |

City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
Canadian Pacific Railroad Crossings - DISCUSSION

ATTACHMENTS:

| Type | Description |
|--------------|----------------------|
| ▯ Cover Memo | CP Workgroup Minutes |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:46 PM |

JOINT WORKGROUP TASK FORCE
CITY COUNCIL AND
RIVERFRONT IMPROVEMENT COMMISSION

MEETING MINUTES

Tuesday, August 13 2019, at 4:00 p.m.
City Hall, Second Floor Large Conference Room

I. Call to Order

With the following members present – Ald. Kyle Gripp, Ald. Marion Meginnis, Ald. Rick Dunn, Ald. J.J. Condon, Commissioners Kelli Grubbs, Dee Bruemmer, Bill Ashton, and Pat Walton, and City Staff which included: Nicole Gleason, Brian Schadt, Zach Peterson, Brandon Wright, and Steve Ahrens. Members of the public included: Jacqueline Holm, QC River Bandits, and a citizen.

Public Works Director Gleason opened the meeting by again briefly highlighting the purpose of this joint workgroup meeting. Ahrens entertained a motion to approve the minutes from the July 11 meeting. Grubbs moved to approve the minutes. Meginnis seconded the motion and it carried.

II. Canadian Pacific Crossings

1. River Heritage Park – the new option with the curved entrance is preferred, and this one is okay to proceed with 30% designs.
2. Perry/Pershing – Latest proposed design is preferred, and we understand that CP would only reconstruct the entry way, and if the City would like the lot north of the tracks reconstructed, it will be at City cost. CP will reconstruct the lot south of the tracks. The following items need to be considered:
 - a. Verify people can walk from parking lot south of tracks down to grassy area of park (slope)
 - b. Ensure fishing area is accessible
3. Main St. – 30% designs are good, and we are ready to move on to next set. Trees should be attempted to be preserved with the design factoring this into account.

4. Brady St. – 30% designs are good, and we are ready to move to the next set.
5. Harrison/Ripley/ Parking Lot – Latest plan is good, and we are ready to move to next phase of planning. We would like the HDR team to check in with our preferred architect firm in this area due to the potential issues related to Union Station building – storm sewer, drainage, access, and factoring in ways to consolidate parking lot outlet points to streamline the traffic patterns in these areas.
6. Bike Path Raise from Perry to Harrison – The joint workgroup is expecting this to be in the project scope at CP cost to ensure our bike path is still functional. When we get these plans, the work group would like to see 30% plans with top and side view.
7. Gaines/Warren – The joint workgroup feels that Gaines Street should be restored as pedestrian and Warren created as vehicular. The joint workgroup feels this is justified due to losses associated with this change. (Cost of installation of the recently added exterior features such as inlaid pavers was over \$350,000, as well as ensuring easy access/parking for the ballpark.)
8. The joint workgroup would like to update the just-completed RDG plan to take the rail raise into consideration. The cost of RDG plan just completed for the Riverfront that now needs to be updated was \$100,000.

III. New Business

- A. The Workgroup will plan to meet next TBD.

IV. Adjourn – The meeting was adjourned at 5:15 p.m.

City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
Public With Business (5 Mins)

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:47 PM |

City of Davenport
Riverfront Improvement Commission

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

Date
8/27/2019

Subject:
Tuesday, September 24, 2019 at 5:30 p.m. in Council Chambers

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|---------------|----------|---------------------|
| City Clerk | Ahrens, Steve | Approved | 8/23/2019 - 3:48 PM |