

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, SEPTEMBER 24, 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 August 27, 2019 Meeting Minutes - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. Front Street Brewery - ACTION
- B. Lindsay Park Boat Club - DISCUSSION / ACTION
- C. Nostalgia Farms Market, Inc. - DISCUSSION
- D. One River Place - DISCUSSION

V. Projects

- A. Officer Succession Protocol - DISCUSSION / ACTION
- B. FY2021 Riverfront CIP Budget Requests - DISCUSSION
- C. Strategic Plan - RiverWest - DISCUSSION
- D. Union Station Interior and Exterior - 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, October 22, 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**  
**9/24/2019**

Subject:  
Approve the August 27, 2019 Meeting Minutes - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	RIC Minutes 8-27-19

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:11 AM

Riverfront Improvement Commission  
Minutes  
August 27, 2019

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Present: Pat Walton, Bill Ashton, Dee Bruemmer, Bill Churchill, Randall Goblirsch, Gwendolyn Lee, and Ryan Reed

Others Present: Ald. Kyle Gripp, Council Liaison, Richard Thomas, Michael Schertz, Parks Liaison; Zach Peterson, Public Works; Wendy Peterson, Bill Handel, Citizens; and Steve Ahrens, Riverfront Improvement Commission

Chairman Bruemmer called the meeting to order at 5:55 p.m. and welcomed all in attendance following the joint meeting with the Parks Advisory Board. Ahrens announced that a quorum for the meeting had been met.

Walton moved to approve the minutes of the July 23 meeting. Ashton seconded the motion and it carried.

#### Finance

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

#### Leases

Ahrens presented the draft lease renewal agreement with Front Street Brewery for the additional space adjacent to the Freight House Taproom. The Commission will consider the renewal at its next meeting.

Staff provided the draft lease agreement with Visit Quad Cities for the Visitor Center at Union Station. Ahrens provided an update regarding revisions requested to the agreement. Walton moved to approve the agreement. Reed seconded the motion and it carried.

Staff presented the draft license agreement with Langman Construction for the unimproved area along River Drive and west of Marquette Street for construction staging to support the 1930s Sanitary Sewer Interceptor Project. After discussion and contact and signatory revisions, Ashton moved to approve the agreement. Goblirsch seconded the motion and it carried.

## Projects

Regarding succession protocol and terms for officers, Ahrens presented several options for the Commission to consider. After discussion, Reed offered to draft a proposal based on the feedback received.

Staff provided an update regarding the completion of the Freight House mural project, which has been accomplished through a joint partnership with QC Arts. The murals will be completed later this fall.

Ahrens then provided the Commission with the plans for the Freight House deck replacement, which has been approved by the Design Review Board and will now proceed to bid-letting with a likely spring 2020 completion. Walton moved to approve both Freight House projects. Ashton seconded the motion and it carried.

Staff provided an update regarding both the interior and exterior post flood restoration projects for Union Station.

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.

## Staff Report

Ahrens provided updates on a variety of topics, including:

- Channel Cat Dock Replacement Grant Award - \$1.2M

## 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 7:05 p.m.

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Ryan Reed, Secretary

City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	RIC Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:12 AM

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 Nostaigia 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 Nostaigia 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												6,000.00
5 Lake Davenport Sailing Club							5,000.00			3,900.00			3,900.00
6 LPBC Lindsay Park Boat Club							2,500.00						5,000.00
7 CHS, Inc / Harvest States Ct	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	4,321.21	1,707.56	1,330.09	522.16	0.00	0.00	0.00	0.00	0.00	0.00	1,525.74	3,397.38	12,804.14
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 MVBBS - 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	1,666.67	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	1,100.00	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
<b>Subtotal</b>	31,901.58	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	278,282.48
<b>Miscellaneous</b>													
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
<b>Subtotal</b>	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
<b>Total</b>	31,901.58	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	289,602.48

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YTD REPORTP  
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FOR 2020 03

JOURNAL DETAIL 2020 2 TO 2020 2

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT	-290,000	0	-290,000	-101,934.08	.00	-188,065.92	35.1%
480690 MISCELLANEOUS	-22,000	0	-22,000	-10,044.41	.00	-11,955.59	45.7%
489491 TRANSFER LOCAL OPTION SALES	-75,000	0	-75,000	.00	.00	-75,000.00	.0%
490865 FUND BALANCE APPROPRIATION	57,875	-30,000	27,875	.00	.00	27,875.00	.0%
TOTAL UNDEFINED	-329,125	-30,000	-359,125	-111,978.49	.00	-247,146.51	31.2%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	74,285	0	74,285	15,150.03	.00	59,134.97	20.4%
510120 RETIREMENT-FICA	5,683	0	5,683	1,212.38	.00	4,470.62	21.3%
510130 RETIREMENT-IPERS	7,168	0	7,168	1,430.15	.00	5,737.85	20.0%
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	757.50	.00	2,956.50	20.4%
510162 RETIREMENT HEALTH SAVINGS	743	0	743	151.50	.00	591.50	20.4%
520201 OFFICE SUPPLIES	200	0	200	.00	.00	200.00	.0%
520205 UTILITY SERVICES	90,000	5,000	95,000	14,377.39	.00	80,622.61	15.1%
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	10,643.69	2,862.00	21,494.31	38.6%
560606 TELEPHONE EXPENSE	450	0	450	69.85	.00	380.15	15.5%
560620 LIABILITY INSURANCE	1,381	0	1,381	1,381.00	.00	.00	100.0%
560623 FACILITIES MAINTENANCE	14,850	0	14,850	1,740.77	.00	13,109.23	11.7%
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	53,310.44	4,242.00	249,072.56	18.8%
88000 TRANSFERS OUT							
550501 TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%

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		JOURNAL DETAIL 2020 2 TO 2020 2									
		ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED			

TOTAL LEVEE IMPROVEMENT

TOTAL REVENUES  
TOTAL EXPENSES

GRAND TOTAL

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



FOR 2020 03

JOURNAL DETAIL 2020 3 TO 2020 3

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	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	15,150.03	.00	59,134.97	20.4%
2020/03/030374 09/13/2019 PRJ	3,030.00 REF PY0913				WARRANT=091319	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	74,285	0	74,285	15,150.03	.00	59,134.97	20.4%
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%

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City of Davenport  
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JOURNAL DETAIL 2020 3 TO 2020 3

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OVERTIME PAY	0	0	0	.00	.00	.00	.0%
510120 RETIREMENT-FICA							
54741013 510120 RETIREMENT-FICA	5,683	0	5,683	1,212.38	.00	4,470.62	21.3%
2020/03/030374 09/13/2019 PRJ	242.08 REF PY0913				WARRANT=091319	RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,683	0	5,683	1,212.38	.00	4,470.62	21.3%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPER	7,168	0	7,168	1,430.15	.00	5,737.85	20.0%
2020/03/030374 09/13/2019 PRJ	286.03 REF PY0913				WARRANT=091319	RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	7,168	0	7,168	1,430.15	.00	5,737.85	20.0%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURA	11,791	0	11,791	2,086.44	.00	9,704.56	17.7%
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%

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JOURNAL DETAIL 2020 3 TO 2020 3

	ORIGINAL APPROP	TRANFRS/ 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	3,714	0	3,714	757.50	.00	2,956.50	20.4%
2020/03/030374 09/13/2019 PRJ	151.50 REF PY0913				WARRANT=091319	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,714	0	3,714	757.50	.00	2,956.50	20.4%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEAL	743	0	743	151.50	.00	591.50	20.4%
2020/03/030374 09/13/2019 PRJ	30.30 REF PY0913				WARRANT=091319	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	743	0	743	151.50	.00	591.50	20.4%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENS	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%
TOTAL OFFICE SUPPLIES	200	0	200	.00	.00	200.00	.0%
520205 UTILITY SERVICES							

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JOURNAL DETAIL 2020 3 TO 2020 3

	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520205 UTILITY SERVICE	90,000	5,000	95,000	14,377.39	.00	80,622.61	15.1%
2020/03/030034 09/05/2019 API	279.51 VND 001322 VCH		IOWA AMERICAN WAT	SEPT 1ST PAYMENT			193396
2020/03/030345 09/12/2019 API	674.97 VND 001322 VCH		IOWA AMERICAN WAT	SEPT 2ND PAYMENT			193551
2020/03/030345 09/12/2019 API	27.20 VND 001322 VCH		IOWA AMERICAN WAT	SEPT 2ND PAYMENT			193551
TOTAL UTILITY SERVICES	90,000	5,000	95,000	14,377.39	.00	80,622.61	15.1%
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%
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%

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JOURNAL DETAIL 2020 3 TO 2020 3

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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TOTAL MAINTENANCE-BLDGS & GRNDS

	42,000	10,000	52,000	3,049.74	1,380.00	47,570.26	8.5%
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520245 PAYMENT TO OTHER AGENCY

54741013 520245 PAYMENT TO OTHE

	0	0	0	.00	.00	.00	.0%
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TOTAL PAYMENT TO OTHER AGENCY

	0	0	0	.00	.00	.00	.0%
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520262 INTERDEPARTMENT SERVICE CHG

54741013 520262 INTERDEPARTMENT

	0	0	0	.00	.00	.00	.0%
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TOTAL INTERDEPARTMENT SERVICE CHG

	0	0	0	.00	.00	.00	.0%
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520297 PROJECT EXPENSE

54741013 520297 PROJECT EXPENSE

	20,000	15,000	35,000	10,643.69	2,862.00	21,494.31	38.6%
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2020/03/030044 09/05/2019 API  
2020/03/030044 09/05/2019 API  
2020/03/030044 09/05/2019 API  
2020/03/030341 09/04/2019 API  
2020/03/030341 09/04/2019 API  
2020/03/030341 09/04/2019 API  
2020/03/030341 09/04/2019 API  
2020/03/030347 09/12/2019 API  
2020/03/030348 09/12/2019 API

39.00 VND 000377 VCH  
170.00 VND 001398 VCH  
170.00 VND 001398 VCH  
170.00 VND 001398 VCH  
586.50 VND 002261 VCH  
586.50 VND 022881 VCH  
5,580.00 VND 001476 VCH  
163.90 VND 004423 VCH

CY'S RENTAL CO  
BOS ELECTRONICS  
BOS ELECTRONICS  
BOS ELECTRONICS  
BOWKER, BRETT  
DOUGLASS, THOMAS IV  
SCOTT CO TREASURER  
WHITE ROOFING

INVOICE 95250- 40 CHAIRS  
SOUND SYSTEM RENTAL FOR AUGUST  
SOUND SYSTEM RENTAL FOR AUGUST  
SOUND SYSTEM RENTAL FOR AUGUST  
SOUND SYSTEM SETUP SUMMER CONC  
SOUND EQUIPMENT SETUP SUMMER C  
1ST HALF TAXES PARCEL ID L0021  
FREIGHT HOUSE REPAIRS

193369  
193361  
193361  
193513  
193514  
193529  
193611  
193634

TOTAL PROJECT EXPENSE

	20,000	15,000	35,000	10,643.69	2,862.00	21,494.31	38.6%
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520298 OTHER SUPPLIES & SERVICES

54741013 520298 OTHER SUPPLIES

	0	0	0	.00	.00	.00	.0%
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City of Davenport  
MONTHLY DETAIL REPORT



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FOR 2020 03

JOURNAL DETAIL 2020 3 TO 2020 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 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	69.85	.00	380.15	15.5%
TOTAL TELEPHONE EXPENSE	450	0	450	69.85	.00	380.15	15.5%
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%
TOTAL DATA PROCESSING	0	0	0	.00	.00	.00	.0%
560623 FACILITIES MAINTENANCE							
54741013 560623 FACILITIES MAIN	14,850	0	14,850	1,740.77	.00	13,109.23	11.7%



09/17/2019 13:28  
sahrens

City of Davenport  
MONTHLY DETAIL REPORT



P 7  
glytdbud

FOR 2020 03

JOURNAL DETAIL 2020 3 TO 2020 3

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL FACILITIES MAINTENANCE	14,850	0	14,850	1,740.77	.00	13,109.23	11.7%
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	53,310.44	4,242.00	249,072.56	18.8%
TOTAL LEVEE IMPROVEMENT	276,625	30,000	306,625	53,310.44	4,242.00	249,072.56	18.8%
TOTAL EXPENSES	276,625	30,000	306,625	53,310.44	4,242.00	249,072.56	
GRAND TOTAL	276,625	30,000	306,625	53,310.44	4,242.00	249,072.56	18.8%

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

City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
Front Street Brewery - ACTION

ATTACHMENTS:

Type	Description
▢ Cover Memo	Front Street Brewery Addendum

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:13 AM



## ADDENDUM TO LEASE AGREEMENT -- BUSINESS PROPERTY

Executed and entered into this 24<sup>th</sup> 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

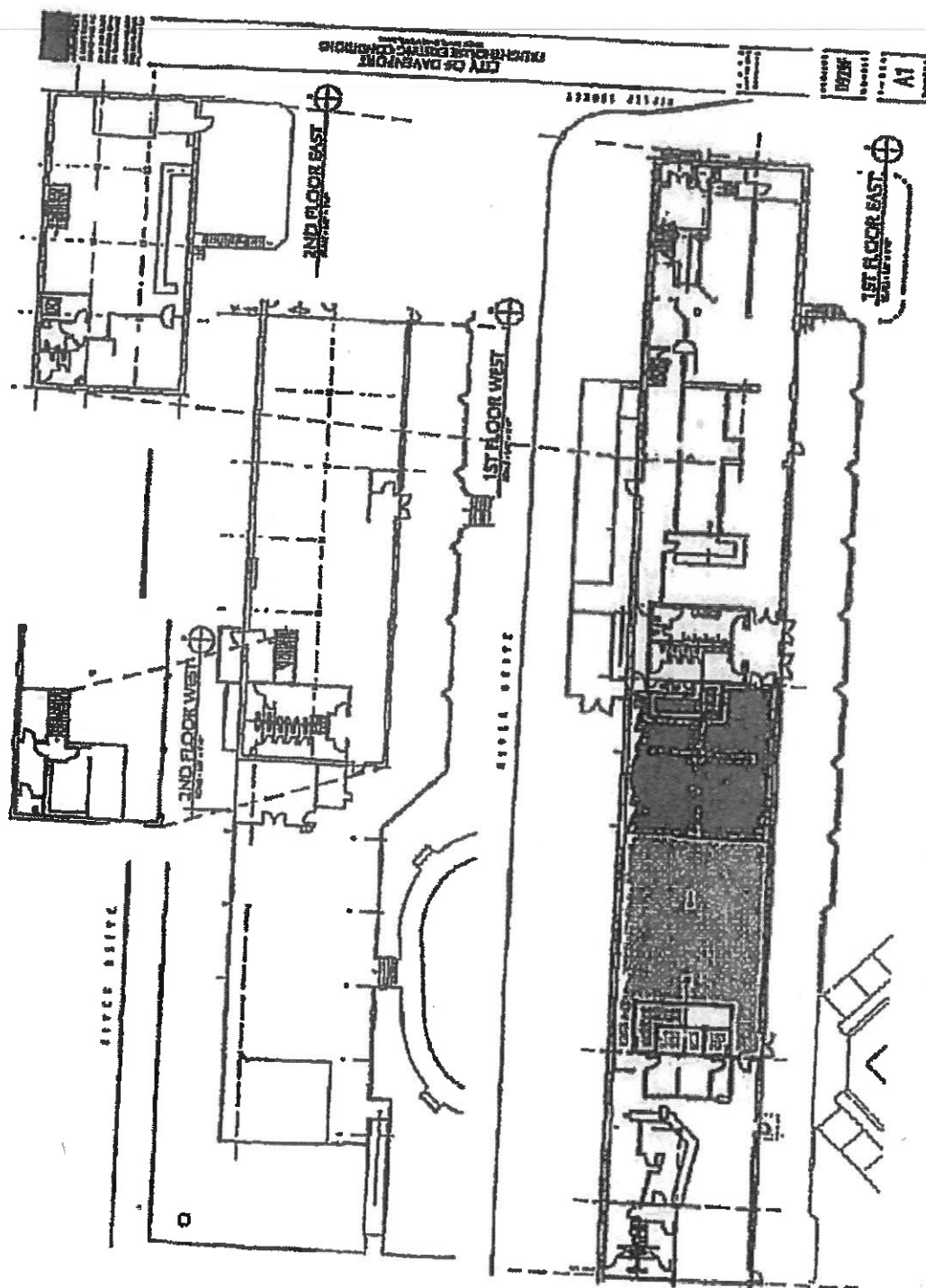
By: \_\_\_\_\_

Date: \_\_\_\_\_

Front Street Brewery

By: \_\_\_\_\_

Date: \_\_\_\_\_



City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
Lindsay Park Boat Club - DISCUSSION / ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	LPBC Re-authorization

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:15 AM

## **RESOLUTION TO RE-AUTHORIZE LEASE AGREEMENT AND ADDENDA**

THIS RESOLUTION made and entered into this 24<sup>th</sup> day of September 2019, by and between the City of Davenport, a Municipal Corporation, through its Riverfront Improvement Commission, (hereinafter called the Lessor), and the Lindsay Park Boat Club, Inc., an Iowa Corporation not for pecuniary profit, (hereinafter called the Lessee).

WITNESSETH THAT THE LESSOR, for and in consideration of the covenants and agreements herein contained, does hereby reauthorize and acknowledge the validity of the Lease dated December 20, 1961, and Addenda to the Lease dated April 2, 1981, April 27, 1994, July 28, 1999, September 20, 2000, May 25, 2005, and March 9, 2016 (all attached to and incorporated herein).

ALL OTHER TERMS of the referenced Lease not in conflict with this Resolution shall remain in force and effect as if fully set forth herewith.

IN WITNESS WHEREOF, the Lessor has authorized this Resolution to the Lease and Agreement to be executed in its name and on its behalf by its Mayor, and Lessee has caused this entire instrument to be executed in its name by its authorized officials.

LINDSAY PARK BOAT CLUB, Inc.

CITY OF DAVENPORT  
RIVERFRONT IMPROVEMENT  
COMMISSION

---

Frank Klipsch, Mayor

LPBC Lease Agreement

THIS DUPLICATE LEASE AND AGREEMENT, made this 20<sup>th</sup> day of DECEMBER, 1961, but effective as of the 1<sup>st</sup> day of JANUARY, 1962, by and between the CITY OF DAVENPORT, IOWA, a Municipal Corporation, through its Levee Improvement Commission, Party of the First Part (hereinafter called Lessor), and LINDSAY PARK BOAT CLUB, INC., an Iowa Corporation, not for pecuniary profit, Party of the Second Part (hereinafter called Lessee),

WITNESSETH:

That the said Lessor, for and in consideration of the rents agreed to be paid by Lessee and the covenants and agreements hereby entered into by said Lessee, has demised and leased, and, by these presents, does demise and lease unto the said Lessee, its successors and assigns, the following described premises situated in the City of Davenport, Scott County, Iowa, to-wit:

"Commencing at the Northwest Corner of the Southwest 1/4 of Fractional Section 30, Township 78 North, Range 4 East of the 5th P. M.; Thence East 1376 Feet to the Southwest Corner of 11th and Mound Streets; Thence South 00 Degrees 22 Minutes East 465.5 Feet; Thence South 19 Degrees 45 Minutes East 232.01 Feet to the point of beginning of the tract herein described; Thence continuing South 19 Degrees 45 Minutes East 127.72 Feet to the riverward face of the sea wall; Thence South 75 Degrees 03 Minutes West along the riverward face of the seawall 255.56 Feet; Thence North 14 Degrees 57 Minutes West 126.6 feet; Thence North 74 Degrees 54 Minutes East 245.0 Feet to the point of beginning. Containing 0.73 acres more or less excepting therefrom all of the above described tract which lies south of the northerly line of the U.S. Government intercepting sewer and seawall."

for the full term of ten (10) years from the 1st day of JANUARY, 1962, up to and including the 31<sup>st</sup> day of DECEMBER, 1971, at the annual rental of Three Hundred Fifty (\$350.00) Dollars, payable in advance on the first day of JANUARY of each year during the period of this lease, commencing JANUARY 1<sup>st</sup>, 1962.

It is agreed that Lessee shall have the use of Mound Street extended South to the Northerly line of said leased premises for ingress and egress to and from said leased premises, provided, however, that Lessee shall in no event blockade or in any way impair or impede, even temporarily, the use of said right or way or thoroughfare by the general public or other tenants of Lessor.

All monthly rents shall be payable to the Secretary of the Levee Improvement Commission at his office in the City Hall, Davenport, Iowa, and without notice or demand for the same by Lessor as said rents come due..

And said Lessee, on consideration for this lease and the covenants herein contained, does hereby covenant and agree to pay the said rents aforesaid in manner and form as hereinabove set forth, hereby covenanting that said rents whether due or to become due, shall be a perpetual lien on any and all personal property of Lessee now or hereafter situated, taken or used upon said leased premises and also on any improvements permitted or installed by Lessee on said leased premises whether said personal property improvements are exempt from execution or not; and Lessee further agrees that if any of the rents herein specified shall become due and remain unpaid for the period of ten (10) days or, in the event Lessee shall fail to comply with any other of the terms and provisions of this lease, then and in that event it shall be optional with Lessor to declare this lease void and upon giving three (3) days notice thereof to re-enter upon said premises and to remove all persons therefrom under the summary remedy of the law as provided for forcible entry and detention of real property.

And Lessee further covenants that, in the event immediate possession be not given by Lessee to Lessor on forfeiture of this lease or at the expiration of the term thereof, Lessee will pay to Lessor the sum of Ten (\$10.00) Dollars for each and every day said premises shall be thus with-held from Lessor; and Lessee further agrees to surrender said premises at the expiration of this lease or sooner termination thereof in as good condition as it now is, ordinary wear and tear, reasonable use and damages by the elements excepted.

It is understood and agreed that Lessee herein is a corporation not for pecuniary profit organized for social, recreational and educational purposes, for the purpose of providing year round facilities and accommodations for the owners of private water-craft for parking and storage of such water-craft, and to provide said owners with a Club House and other facilities for recreational,

educational and social purposes; and it is agreed that the above described premises are leased to Lessee herein for the above purposes only, that said leased premises shall be used only for legitimate purposes, and that the same shall not be used at any time for any purpose which may be deemed a public or private nuisance nor for any purpose (even though the same be not a public or private nuisance) which, in the judgment and opinion of the Levee Improvement Commission would be offensive or injurious to the public or to any other tenant of Lessor.

*improvements*  
It is further understood and agreed that in the event Lessee shall erect buildings and other ~~improvements~~ as well as equipment for the handling and storage of private water-craft for its members, then and in that event, all buildings, structures and other installations which may be so installed or erected upon said leased premises shall be built strictly in conformity with any building code of the City of Davenport which may now be in force or which may be hereafter enacted in respect to such equipment, structures and buildings, and all general plans for such additions, ~~improvements~~ and structures must first be approved by the Levee Improvement Commission so as to secure general uniformity in the exterior appearance thereof.

It is further provided that no buildings or other structures shall be erected nor any additions to existing buildings constructed nor any substantial alterations made in existing buildings during the term of this lease until the written consent of the Levee Improvement Commission has first been obtained.

*for*  
It is further agreed by Lessee that it ~~will~~ pay, in addition to the rentals hereinabove specified, ~~any and all taxes, assessments and levies~~ of any nature and kind whatsoever which may be taxed, levied or assessed upon or against said premises or upon any buildings, structures, equipment and improvements thereon or which may be levied or assessed upon or against the leasehold estate hereby

created; and, it is further agreed that in the event Lessee shall fail to pay any such taxes, levy or assessment before the same becomes delinquent, then Lessor may pay the same and the amount so paid by Lessor shall be considered an additional rent due from Lessee at the next rent pay day thereafter.

*intercepting sewer*  
It is further agreed that the City of Davenport owns and maintains an intercepting sewer over and across the land herein leased, and that this lease is and shall be subject to the rights of the City of Davenport to maintain and repair said intercepting sewer.

*accepts*  
It is further understood and agreed that Lessee takes and accepts the leased premises as they are and in their condition at the effective date of this lease; and Lessor shall not be in any way liable on account of any giving away or sinking of any ground covered by this lease, or of any ground adjacent thereto, or of any conditions which may be caused by or result from the seeping of water through or under said leased premises or through or under any ground adjacent thereto, nor shall Lessor be liable on account of any conditions which may result from the flooding of said leased premises or any part thereof, nor for any injury to, failure of or disintegration of any part of the seawall in front of said leased premises, nor for any injury to, failure of or disintegration of said leased premises or any part thereof, nor for any injury which may result from any defective conditions, known or unknown, existing in, upon or under said leased premises.

*no party to litigation*  
It is further understood and agreed that in case Lessor shall, without any fault on its part, be made a party to any litigation commenced by or against Lessee, then and in that event Lessee shall pay all costs and attorney's fees incurred by or against Lessor or in connection with such litigation; and Lessee shall also pay all costs and attorney's fees which may be incurred by Lessor in enforcing covenants, terms and conditions of this lease, and all such costs and attorney's fees as well as the rent provided for in this lease, and all payments of money to be made by Lessee as hereinabove specified, shall be and are hereby declared to be a first lien upon all property of Lessee of every nature, kind and



description, taken or used upon said leased premises as well as upon any and all personal property, equipment, buildings and improvements placed upon said leased premises by Lessee at any time during the term of this lease, and also upon the leasehold estate hereby created, and upon the rents of any and all buildings and improvements situated on said premises at any time during the term of this lease.

*interest*  
It is further agreed that any installment of rent accruing under the provisions of this lease or any other money or moneys which may become due and payable hereunder to Lessor, which are not paid when due shall bear interest at the rate of six (6%) per cent per annum from the date when the same become due by the terms hereof until the same is paid to Lessor.

*cumulative*  
It is agreed that all the rights, powers, options, elections, agreements and remedies of Lessor contained in this lease shall be construed to be cumulative and no one of them as exclusive of any rights or priorities allowed by law.

*void*  
It is agreed that the right given in this lease to the said Lessor to collect the rent or any other moneys or payments that may be due under the terms of this lease by any proceedings, or the right herein given the Lessor to enforce any of the terms and provisions of this lease in any other way shall not in any way affect the right of said Lessor to declare this lease void and the term hereby created ended, as herein provided when default is made in the payment of said rent or other moneys or any default is made by the Lessee in the performance of any of the terms and conditions of this lease.

*notification*  
It is further agreed that in any case where, in the opinion of the Lessor or under the terms of this lease, it shall be deemed necessary for the interest of the Lessor to serve notice or demand on the Lessee, it shall be a sufficient service of such notice or demand to leave a copy thereof at the place of business

of the Lessee in Davenport, Iowa, or to post a copy of the same anywhere on said leased premises.

*Specifically*  
It is agreed that no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same covenant. It is agreed that each of the expressions, phrases, terms, conditions, provisions, stipulations, admissions, promises, agreements, requirements and obligations of this lease shall extend and bind and inure to the benefit, not only of the parties hereto but of each of the successors and assigns of the respective parties hereto; and whenever in this lease a reference to either of the parties hereto is made, such reference shall be deemed to include, whenever applicable, also a reference to the successors and assigns of such party, the same as if in each case expressed.

*whereby*  
It is agreed that this lease shall not be assigned by the Lessee, nor any part of the leased premises sublet, until the written consent of the Levee Improvement Commission has first been obtained; provided, however, that such consent shall not be refused to any subletting or assigning to a responsible person for a legitimate business purpose which in the opinion of the Levee Improvement Commission shall not be offensive or detrimental to any other tenant of Lessor or to the public.

*sole liability to Lessee*  
It is agreed that the Lessor shall not be responsible in any way for any damage by fire caused by any sparks or coals from cranes or locomotives, or caused in any other manner, regardless of whether or not any person was negligent; and the Lessor shall not be responsible in any way for any damage caused by or through the operation of any crane or locomotive which it may own or through the breakdown or failure of any such crane or locomotive to operate, regardless of whether or not any one was negligent; it being one of the considerations of this lease that the Lessee assumes all risks of damage from any cause whatsoever.

It is agreed that no signs shall be erected on the leased premises or placed on, or on top of, or against any buildings or other structures which may be constructed on the leased premises until the consent in writing of the Levee Improvement Commission has first been obtained.

The Lessor reserves the right to enter upon the leased premises at any time to inspect the same.

Lessee shall have the right or option to have this lease renewed or extended for a period of ten (10) years from and after the 1st day of JANUARY, 1972, up to and including the 31<sup>st</sup> day of DECEMBER, 1981, on the same terms and conditions as herein contained but at an annual rental to be determined and agreed upon by Lessor and Lessee on or before the 1st day of JANUARY, 1972.

In order to exercise said right or option to have this lease so extended or renewed, Lessee shall cause to be delivered to the Chairman or Secretary of the Levee Improvement Commission a written notice evidencing and signifying Lessee's desire for such extension and renewal which notice shall be so delivered on or before the 1st day of NOVEMBER, 1971. Such notice may be given by registered mail, return receipt requested, or may be served on or before said date in the same manner as an original notice for the commencement of an action in the District Court of Iowa.

In the event Lessor and Lessee shall not be able to agree in writing on or before JANUARY 1<sup>st</sup>, 1972, as to the amount of the monthly rental to be paid by Lessee for said premises during said renewed or extended ten (10) year period, then Lessor shall, on or before JANUARY 10, 1972, select one (1) appraiser and immediately notify Lessee in writing of the name of the person so chosen and, within ten (10) days after receipt of said notice by Lessee,

Lessee shall select one (1) appraiser and notify Lessor in writing of the name of the person so chosen and, within ten (10) days after receipt of said notice by Lessee, Lessee shall select one (1) appraiser and notify Lessor in writing of the name of the person so chosen, and thereupon the two appraisers so chosen by Lessor and Lessee respectively shall, within ten (10) days after the selection of an appraiser by Lessee, choose a third appraiser. In the event of a failure by said two appraisers to choose said third appraiser within said ten (10) day period, then said third appraiser shall be appointed by the Judge of the District Court of the Judicial District in which Scott County, Iowa, is situated, said Judge to be the senior Judge in length of service of the Judges whose legal residences are in Davenport, Iowa, or if there shall be no such Judge senior in length of service, then by that one of such Judges having equal seniority of service who shall be senior in age. All of said appraisers shall be disinterested free-holders owning land in fee in the City of Davenport, Iowa. Said appraisers so chosen shall proceed forthwith to consider, determine and fix the monthly rental for the premises hereinabove leased for the extended or renewed period of ten (10) years, and said appraisers shall notify Lessor and Lessee in writing of their findings and determination within ten (10) days after the appointment or selection of the third appraiser as hereinabove set forth, which finding shall be sworn to and verified by said appraisers as being true and correct and in accordance with their best judgment, and the verified findings of said appraisers, or a majority of them, shall be final and binding upon the parties hereto, and the monthly rental so fixed by said appraisers, or by the majority of them, shall be the monthly rental for said extended or renewed ten (10) year period, provided, however, that any improvements made by Lessee on the leased premises shall not be taken into consideration by the said appraisers in fixing and determining said monthly rentals

RECEIVED  
It is further understood and agreed that all buildings, structures and improvements which may be installed or erected by Lessee on the premises herein leased shall remain the property of Lessee who shall remove the same from said leased premises upon the expiration or termination of this lease or of any removal or extension thereof, but Lessee shall leave said premises in good order and in the same condition as of the effective date of this lease, ordinary wear and tear, reasonable use and damages by the elements excepted, provided, however, that in the event said buildings, structures and improvements are not so removed by Lessee within a period of ninety (90) days from the expiration of this lease or of any renewal or extension thereof, then and in that event said buildings, structures and improvements shall, upon the lapse of said ninety (90) days period, become and remain a part of said leased premises and the property of Lessor.

LOUISIANA  
7/29/99  
It is further understood and agreed that Lessor hereby reserves the right or option, in its own judgment, to cancel, annul and revoke this lease at any time during the period thereof, or of any renewal or extension thereof, by giving Lessee herein written notice of such cancellation, annulment or revocation by registered mail, return receipt requested, at least six (6) months before the date fixed for such cancellation, annulment or revocation. In the event of such cancellation, annulment or revocation by Lessor, there shall be a pro-rata refund by Lessor of any rentals paid in advance by Lessee for the unexpired period for which said rentals have been paid in advance.

It is further agreed that, in the event of the cancellation, annulment or revocation of this lease by Lessor before the expiration date thereof or of any renewal for extension thereof in the manner hereinabove provided, Lessee shall not desire to remove any or all of the buildings, structures and improvements installed by Lessee on said leased premises during the period of this lease, then and in that event, Lessor shall reimburse Lessee, at the fair market value thereof, for any such improvements, buildings or structures which Lessee does

not desire or cannot remove, said value to be fixed and determined by three (3) disinterested appraisers who shall be chosen in the same manner as hereinabove provided for the selection of appraisers to fix and determine rentals for any renewed or extended period. Said appraisers shall fix and determine the fair market value of said buildings, structures and improvements so remaining on said premises as of the date of such appraisal, and the value so fixed and determined by said appraisers shall be binding upon the parties hereto, but it is specifically understood and agreed that Lessee shall be entitled to said reimbursement only in the case of the cancellation, annulment or revocation of this lease, or any renewal or extension thereof by Lessor before the expiration of the full term thereof.

*reduced by 50%*  
And Lessor hereby agrees and covenants that on the payment of the rents as herein specified and the fulfillment of the terms, covenants and conditions herein made to maintain Lessee in the lawful use and possession of said premises until the end of said term or any renewal or extension thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF DAVENPORT, IOWA

By *Leon A. Pettitelli*  
Its Mayor and Chairman of its Levee  
Improvement Commission.

ATTEST:

*Allyn Kiese*  
City Clerk

By *J. N. Pettitelli*  
Secretary of its Levee Improvement  
Commission.

Lessor.

LINDSAY PARK BOAT CLUB, INC.

By *David Whelan*  
Its President.

By *James G. Miller*  
Its Secretary.

Lessee.

LPBC - Marina AGREEMENT

This agreement made and entered into this 20th day of DECEMBER, 1961, by and between Davenport Levee Improvement Commission, a duly constituted commission of the City of Davenport, a municipal corporation of the State of Iowa, hereinafter called First Party, and Lindsay Park Boat Club, Inc., an Iowa corporation organized not for pecuniary profit, hereinafter called Second Party.

WITNESSETH:

WHEREAS, through the mutual provisions and cooperation of the Government of the United States of America and the government of the City of Davenport, Iowa, a breakwater and attendant facilities designated as "Lindsay Park Marina", and hereinafter referred to as "Marina", have been constructed on the Mississippi River connected with the sea wall at the foot of Mound Street inside City of Davenport, and,

WHEREAS, in accordance with prior agreements between the City of Davenport and the United States Government, such construction was provided and completed by the United States Government in consideration of which, the City of Davenport, by its City Council, by resolution, authorized certain written assurances to the federal government under the terms of which the City of Davenport, guaranteed the further improvement of said location by providing access thereto, public parking area, and public mooring in said breakwater for boats, and,

WHEREAS, by ordinance of the City Council of Davenport, Iowa, the area of the river and land adjacent thereto, where said Marina has been constructed, has been placed under the jurisdiction of the Davenport Levee Improvement Commission, to be by said commission improved, controlled and managed on behalf of the City of Davenport, Iowa, and,

WHEREAS, in furtherance of said purposes the Davenport Levee Improvement Commission is desirous of securing the services of Second Party to perform and carry out under the authority and control of said commission, the acts necessary to comply with the aforesaid assurances made by the City of Davenport, and,

WHEREAS, Second Party is an organization formed not for pecuniary profit and is comprised of a membership and employees skilled in the management and operation of harboring, storing and servicing boats and attendant facilities.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

I.

Subject to the following terms and conditions, the parties hereto agree that Second Party shall be employed by First Party for the purpose of managing the operation of the Lindsay Park Marina and the area and facilities which are attendant thereto. The term of this agreement shall be for a period of ten years from this date, with an option on the part of Second Party to renew this agreement for an additional ten-year term. However, First Party, only, shall have the right to cancel this agreement and discharge Second Party from such employment at any time and on such notice as First Party shall direct and without any liability on the part of First Party to any person or persons whomsoever, except for such liability for outstanding debts incurred as specifically authorized and approved by First Party under the following provisions of this agreement.

II.

It is understood and agreed that the consideration to Second Party for performing such services shall be the sum of One Dollar (\$1.00) in hand paid on execution of this agreement, receipt of which is hereby acknowledged, and the advantages accruing to Second Party from the improvements to be provided to the area and to the Marina, and the further granting of a new lease to Second



party for the location and continued operation of Second Party's private boat club adjacent to said Marina.

X (For purposes of interpretation and construction, the operation of a private boat club and club house by Second Party shall not be affected by this agreement, but rather shall be controlled by the separate lease agreement pertaining to said grounds.)

### III.

main public  
cannot be used  
Second Party agrees that it will manage and conduct the operation of such marina for the use and benefit of the general public on equal terms not only in accordance with the letter but also the spirit of the agreements entered into between the City of Davenport and the government of the United States.

### IV.

authentic  
will be  
It is understood and agreed that the absolute, complete authority pertaining to the improvement, operation and control of said Marina shall at all times be vested in Davenport Levee Improvement Commission, and that the functions and duties of Second Party hereunder shall only be those expressly authorized by First Party. \*\*\*

conditions  
Accordingly, the following conditions are expressly understood and agreed between the parties hereto:

not subject to  
(1) This agreement is made exclusively with Second Party, and no rights, powers, duties, benefits or liabilities arising hereunder may be transferred, assigned or encumbered by Second Party without the express written approval of First Party.

not subject to  
LC fund  
(2) Second Party shall incur no financial obligations or indebtedness on behalf of First Party hereunder, nor shall any funds be obligated or expended until such expenditures have first been submitted to and approved by First Party. \*

LC fund  
Second Party may from time to time provide funds, other than funds received under the terms of this agreement, and expend the same for construction of capital improvements on the Marina or its environs, provided, however, that

the plans for such proposed improvement, the cost and terms of financing thereof, if any, are first submitted to and approved by First Party.

(3) All improvements so made shall become the property of Davenport Levee Improvement Commission on behalf of the City of Davenport.

(4) It is understood and agreed that in the event of termination of this agreement, for any reason whatever, The City of Davenport will assume any and all outstanding indebtedness of Second Party incurred in the construction of capital improvements, on or in the operation of Lindsay Park Marina, provided that such indebtedness was incurred with the approval of First Party as required under the preceding paragraph (2).

(5) Schedules of rates for rentals of space, concessions or any charges to be exacted from the members of the public for use of any of the facilities shall be uniform and shall first be presented to and approved by First Party.

(6) Second Party will maintain a separate system of books of account showing all transactions performed hereunder and shall cause a complete audit to be made of said books of account at least annually and on or before January 1st of each calendar year hereafter, to be prepared by certified public accountants, and shall submit a certified copy of said report to First Party. In addition thereto, all funds received or disbursed by Second Party hereunder shall be maintained in a separate bank account or accounts, each and all of which shall be identified as "Lindsay Park Marina" and said accounts shall be held in the name of both Davenport Levee Improvement Commission and Second Party, and on which either party may draw.

(7) Second Party shall see to the procurement and maintaining of liability insurance in sufficient amounts to indemnify First Party and the City

of Davenport from any and all claims for damages arising out of the use, occupancy or operation of the Marina or attendant facilities, which may from time to time be operated under the terms of this agreement, and the premiums therefor shall be paid from the said Lindsay Park Marina account.

*checked*  
*bonding*  
(8) Such officers, members, agents or employees of Second Party, who may from time to time be designated to have authority to draw checks on said Lindsay Park Marina account shall be bonded and obtain a surety bond therefor, in form and amount to be approved by secretary of First Party, with whom said bonds shall be filed, and the premiums for said bonds shall be paid from the Lindsay Park Marina account.

*nothing*  
It is the stated purpose and intent of the parties hereto that, unless absolutely necessary, no funds for the construction, maintenance and operation of Lindsay Park Marina shall be sought or obtained from either the City of Davenport or the Davenport Levee Improvement Commission from bond issues, the levy of taxes, or money on hand. Similarly, nothing herein stated shall be construed to obligate or require Second Party to furnish funds for such capital improvements except such funds as may be received by Second Party under the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day first above written.

CITY OF DAVENPORT, IOWA

By W. C. G. P. Russell  
Its Mayor and Chairman of its  
Levee Improvement Commission.

ATTEST:

Allen Kline  
City Clerk

By [Signature]  
Secretary of its Levee Improvement  
Commission.  
Lessor

LINDSAY PARK BOAT CLUB, INC.

By David J. Mahan  
Its President.

By James C. Mahan  
Its Secretary  
Lessee.

## ADDENDUM TO LEASE

THIS ADDENDUM made and entered into this 9<sup>th</sup> day of March 2016, by and between the City of Davenport, a Municipal Corporation, through its Levee Improvement Commission, (hereinafter called the Lessor), and the Lindsay Park Boat Club, Inc., an Iowa Corporation not for pecuniary profit, (hereinafter called the Lessee).

WITNESSETH THAT THE LESSOR, for and in consideration of the covenants and agreements herein contained, does hereby amend the Lease dated December 20, 1961, and Addendums to Lease dated April 2, 1981, April 27, 1994, July 28, 1999, September 20, 2000, and May 25, 2005, by the following statements:

1. In lieu of the amount for additional rent provided for in the Lease Addendum dated September 20, 2000, additional rent in the amount of \$1,000.00 will be paid annually.


ALL OTHER TERMS of the referenced Lease not in conflict with this Addendum shall remain in force and effect as if fully set forth herewith.

IN WITNESS WHEREOF, the Lessor has authorized this Addendum to the Lease and Agreement to be executed in its name and on its behalf by its Mayor, who also executed this Addendum as Chair of the Levee Improvement Commission, and Lessee has caused this entire instrument to be executed in its name by its authorized officials.

LINDSAY PARK BOAT CLUB

  
\_\_\_\_\_

CITY OF DAVENPORT  
LEVEE IMPROVEMENT COMMISSION

  
\_\_\_\_\_  
Frank Klipsch, Mayor and Chair

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Jackie Holecek, Deputy City Clerk

City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
Nostalgia Farms Market, Inc. - DISCUSSION

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:16 AM

City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
One River Place - DISCUSSION

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:17 AM

City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
Officer Succession Protocol - DISCUSSION / ACTION

ATTACHMENTS:

Type	Description
▢ Cover Memo	Officer Succession Protocol

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:19 AM



Riverfront Improvement Commission  
Officer Term Limits

Considered September 24, 2019

DRAFT

Motion to Establish Customary Practice of the Commission

1. Officers shall serve a term of two (2) years from the date of their election or until their successor is elected or qualified. No Officer shall serve more than two (2) consecutive two-year terms. Fulfilling an incomplete term is not considered part of the term limit. The normal succession of Officers shall be from Secretary to Vice-Chairperson and from Vice-Chairperson to Chairperson.

City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
FY2021 Riverfront CIP Budget Requests - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	CIP Requests

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:20 AM

FY2021 Riverfront  
CIP Project Requests

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Union Station Package Express Building 2 Rooftop HVAC Units  
\$30,000

Union Station Package Express Building Wooden Deck Replacement  
\$35,000

Freight House Roof Replacement  
\$100,000

CB&Q Parking Lot (River Drive and Perry)  
\$200,000

Union Station Flood Mitigation Design  
\$30,000

RiverWest Planning  
\$45,000

LeClaire Park Bandshell stage painting  
\$30,000

River Heritage Park Potable Water & Electrical  
\$25,000

Oneida Landing Signage  
\$40,000

West River Drive semi-trailer parking lot seal coat  
\$30,000

City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
Strategic Plan - RiverWest - DISCUSSION

ATTACHMENTS:

Type	Description
▢ Cover Memo	RiverWest

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:22 AM

RIVERFRONT IMPROVEMENT COMMISSION and  
PARKS ADVISORY BOARD

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JOINT WORKSESSION MINUTES

Tuesday, August 27, 2019 at 5:00 p.m.  
Police Department Community Room  
Davenport, Iowa

Present: Pat Walton, Bill Ashton, Dee Bruemmer, Bill Churchill, Randall Goblirsch, Ryan Reed, Riverfront Improvement Commission; Richard Thomas, Wendy Peterson, Michael Schertz, Alex Schlue, Jerry Coiner, Tegan Trees, Adrianna McBride, and Maureen Lemke

Others Present: Mark Cornish, Steve Gustafson, USACE; Andy Fowler, Randy Schultz, IDNR; Chad Dyson, Betsy Tubbs, Troy Evans, Jessica Rhoads, Parks; Bob Peppers, Robin Peppers, Mary Cormier, Friends of Credit Island; Ald. Dunn, Ald. Gripp, Ald. Condon, City Council; Kathy Wine, River Action; Zach Peterson, Public Works; Jeri Nagle, Communications; Dale Hendricks, Joe and Shelly Chambers, Interested Citizens; and Steve Ahrens, Riverfront Improvement Commission

Chairwoman Bruemmer called the joint worksession to order at 5:01 p.m. Introductions of those present were offered.

Bruemmer introduced Mark Cornish, USACE Environmental Planning Section Chief, and he introduced his colleagues from the USACE and IDNR. Together, they provided the group with a presentation regarding the Credit Island Slough Habitat Restoration and Enhancement Project.

Following the presentation, discussion was held. There was general consensus for the Riverfront Improvement Commission, in coordination with the City of Davenport, to continue to explore the project with various interested stakeholders. A task force will be identified.

With no further business, the worksession was adjourned at 5:45 p.m.

City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
Union Station Interior and Exterior - DISCUSSION / ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	Union Station Projects

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:23 AM

September 6, 2019

Mr. Steve Arhens  
City of Davenport  
226 West 4<sup>th</sup> Street  
Davenport, Iowa 52801

RE: Revised Proposal for Professional Engineering Services:  
Package Express Flood Repairs - Master Plan

Dear Mr. Ahrens:

Fehr Graham is pleased to present the following proposal for professional services as they relate to the Package Express A/E Design Services Flood Repairs at 102 South Harrison Street in Davenport, Iowa. This proposal supplements and modifies our response to the Request for Proposals-#19-130. The scope of work and schedule will be modified as detailed below.

The Master Plan phase of work for the flood repairs project will be the precursor to Phase 1 and Phase 2 design and engineering for improvements. This phase is crucial to the success of Phase 1 and 2 as it sets the overall vision for improvements while allowing for phasing to be economical and timely.

We have prepared the following detailed scope of services for each phase:

**Master Plan Design Services:**

- Communicate with City staff during the design process to review existing infrastructure and review past plans and documents.
- Develop a master plan that includes 2 phases of construction for the flood repairs: Phase 1 - improvements for repair of the flood damaged areas and support of the HESCO barriers for temporary flood control; Phase 2 - improvements to the overall Union Station and Taste of Ethiopia site that will compliment and coordinate with the overall Riverfront Master Plan and incorporate permanent flood mitigation to reduce the need for HESCO barriers. The overall site improvements may consist of elevated pedestrian paths, changes to vehicular access, and storm sewer improvements to support flood mitigation efforts during flood events.
- Present the concepts at a review meeting for stakeholders to obtain feedback and discuss details that may impact design and/or construction. The goal of this meeting is to gain clear direction on design for construction documents.
- Review railroad plans as provided by the City of Davenport and/or Canadian Pacific Railroad (CP) and incorporate or coordinate with said improvements.

- Review plans as provided by the City of Davenport related to the railroad crossing improvements at Ripley Street and incorporate or coordinate with said improvements.

Specific design elements to be included in the master plan consist of:

- Pedestrian path design that complies with the most current SUDAS and federal standards.
- Outdoor patio and pedestrian space under the canopy that could be used for the restaurant or Union Station events.
- Storm sewer improvements such as backflow prevention and suction pit for temporary pumps during flood events.
- Identify and itemize infrastructure costs that are attributed to the flood repairs, CP track modifications, and permanent flood mitigation.
- Landscape planting design that is both good quality plants and is aesthetically attractive.
- Site and hardscape elements that are appropriate for the area and reflect the design criteria that the City has created.

Deliverables include:

- For kickoff meeting, two color drawings (one for each alternative) to illustrate initial concepts
- For final Master Plan, one color display print showing a basic rendering of the perspective view of Phase 2 (full build-out)
- For final Master Plan, two color display prints (one showing Phase 1 and one showing Phase 2), each print approximately 24"x36"
- Electronic copies of each display print in PDF format

**Exclusions:**

The following services are not included in the above scope

- Easement or right-of-way acquisition negotiations with property owners, including meeting with property owners individually.
- Services related to Special Assessments.
- Individual property owner communication through design and construction.



- Economic, Environmental, and Archeological Studies.
- Geotechnical exploration beyond that specifically stated.
- Subsurface utility exploration, such as hydroexcavation, for positive location of underground conduits or video of gravity sewers.
- Traffic and turn movement analysis.
- Storm sewer, sanitary sewer, or water system analysis or modeling.
- Construction staking.
- Construction administration, such as coordination of contracts, pay estimates and change orders, etc.
- Attend council meetings or progress meetings.
- Construction observation and inspections.
- Administration and documentation for funding source(s).
- Certification of improvements.
- As-built survey.
- Final design or construction document plans

Any of the above services can be provided at our standard fee schedule rates.

**Client Responsibilities:**

The following items shall be provided by the Owner in a timely manner and at no cost to Fehr Graham:

- Provide copies of all available construction drawings and specifications that may be applicable.
- Provide aerial images and GIS files of existing property lines and utilities (if available) in and around the project area.
- Provide access to the project area, including access to facilities such as manholes.
- Designate a person to act as the representative of the City for the project. Such person shall have a knowledge and understanding of the project, have authority to

receive information, interpret the City's policies pertaining to the project, and present issues to the council, City staff, and property owners.

**Schedule:**

It is understood that the repairs are desired to be constructed this autumn. This will require an extraordinarily aggressive schedule for Phase 1 that will push construction to the end of the construction season.

The tentative schedule to accomplish the Master Plans to allow for coordination with Phase 1 fall completion goal is as follows:

Award Design Contract .....	Aug. 14*
Approve Design Contract.....	Sept. 11*
Kickoff Meeting.....	Sept. 13
Master Plan First Draft .....	Sept. 13
Master Plan Final .....	Sept. 20
Staff and Public Review .....	Sept. 23-25

\* - Regular council meeting (2<sup>nd</sup> or 4<sup>th</sup> Wednesday of the month)

† - Weather permitting

**Compensation:**

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amount:

Master Plan - Lump Sum of \$9,500.00

**Conclusion:**

Fehr Graham is willing to commit the necessary resources to this project in order to provide timely solutions which will assure that this project moves forward. We are looking forward to working with you on this project. I plan to follow up with you in the near future to review this proposal. In the meantime, should you have any questions, please feel free to contact our office.

Sincerely,



Nathan P. Kass, PE, PLS  
Branch Manager

Attachment

City of Davenport  
Riverfront Improvement Commission

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

**Date**  
**9/24/2019**

Subject:  
Canadian Pacific Railroad Crossings - DISCUSSION

ATTACHMENTS:

Type	Description
▣ Cover Memo	CP Workgroup Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/20/2019 - 10:25 AM

## Ahrens, Steve

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**From:** Schadt, Brian  
**Sent:** Wednesday, August 21, 2019 11:50 AM  
**To:** 'Daniel\_Sabatka@cpr.ca' (Daniel\_Sabatka@cpr.ca)  
**Cc:** Gleason, Nicole; Peterson, Zach  
**Subject:** Davenport Riverfront Project

Dan –

Here is the feedback we received from our joint work group. Can you please review with your management and then we can schedule a conference call? We will be notifying our council of the current status and making sure they have no concerns on the items I have outlined below.

1. River Heritage Park – the new option with the curved entrance is preferred, this one is ok to proceed with 30% designs.
2. Perry/Pershing – Latest proposed is preferred, 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. Perry crossing will be eliminated but the roadway will be lowered to original elevation to salvage the current parking lot entrance.
  - b. Verify people can walk from parking lot south of tracks down to grassy area east of the of lot (manageable slope vs. 3:1).
  - c. Ensure fishing area is accessible from the parking lot.
  - d. Can CP provide a separate set of biddable documents for the parking lot that Davenport can bid concurrently?
3. Main St. – 30% designs are good, we are ready to move on to next set. Please be sure designer notes where trees are located to salvage as possible.
4. Brady St. – 30% designs are good, we are ready to move to the next set.
5. Harrison/Ripley/Parking Lot – Latest plan is good, 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, etc. Also the access points to Union Station and the dumpster location will need to be updated.
6. Bike Path Raise from Perry to Harrison – you indicated that this pricing was not finalized. The joint work group 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 work group feels that Gaines should be restored as pedestrian and Warren as vehicular. The joint work group 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. Joint work group would like to update the RDG plan just completed 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.

Please let us know if you have any questions.

Regards,

Brian R. Schadt, P.E.  
City Engineer

## Ahrens, Steve

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**From:** Gleason, Nicole  
**Sent:** Saturday, August 31, 2019 1:47 PM  
**To:** 'deebruemmer@gmail.com'; 'krgrubbs@gmail.com'; 'randall.goblirsch@gmail.com'; 'wdashton@yahoo.com'; Gripp, Kyle; Condon, JJ; Meginnis, Marion; Dunn, Rick  
**Cc:** Wright, Brandon; Ahrens, Steve; Schadt, Brian; Peterson, Zach; Spiegel, Corri; Warner, Tom  
**Subject:** Joint Workgroup - Status Update  
**Attachments:** Davenport Riverfront Project; Gaines Concept Update

Good afternoon,

I wanted to provide a brief update on two items in regards to the CP crossing restoration project.

I have attached the counter proposal sent by City Engineer, Brian Schadt two weeks ago. We have received word back from CP that we should hear update on their response to this the week of September 9<sup>th</sup>.

In the meantime, per the work group request, Zach Peterson has proceeded with a conceptual 3<sup>rd</sup> option for Gaines St in the event we cannot come to terms on the Warren alternate. I wanted you to have this information so that when we received a response back from CP, you will have all had time to consider this option if needed.

Thank you for your continued effort in helping us get to the best possible outcome for this situation, I hope you all have a nice holiday weekend.

Nicole

**Nicole Gleason**

Public Works Director/Assistant City Administrator  
City of Davenport, Iowa







