

LEVEE IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, AUGUST 22, 2017; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

- A. Approve minutes from the July 25, 2017 meeting - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. 1655 West River Drive Semi-trailer Drop Lot - DISCUSSION
- B. 935 East River Drive - DISCUSSION / ACTION
- C. Mississippi Valley Blues Society - DISCUSSION

V. Projects

- A. Riverfront Commission Governance By-Laws - ACTION

VI. Staff Report

- A. Parks and Recreation Advisory Council Report

VII. Other Business

- A. Public With Business

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, September 26, 2017 at 5:30 p.m.

City of Davenport
Levee Improvement Commission

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

Date
8/22/2017

Subject:
Approve minutes from the July 25, 2017 meeting - ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	July 25, 2017 Meeting Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/18/2017 - 4:36 PM

Riverfront Improvement Commission

Mission Statement:

The Davenport Riverfront Improvement Commission enhances the quality of life in our community by improving the riverfront through stewardship, innovative planning and management of resources.

Strategic Goal 1: Actively collaborate with stakeholders.

(COLLABORATION)

Strategic Goal 2: Implement a bi-annual planning process that prioritizes Commission activities to meet community needs.

(PLANNING)

Strategic Goal 3: Develop and maintain funding to meet the established goals of the Commission and assure the financial viability of the Levee Improvement Fund and to maintain an appropriate fund balance.

(FUNDING)

Strategic Goal 4: Utilize staff and Commission members to efficiently and effectively carry out the duties and responsibilities assigned to the Commission.

(ADMINISTRATION)

Strategic Goal 5: Implement riverfront development projects.

(RIVERFRONT PROJECTS)

Levee Improvement Commission
Minutes
July 25, 2017

Present: Mayor Klipsch, Bill Ashton, Shelley Chambers, Frank Clark, Karl Rhomberg, Mike Veal, and Pat Walton

Others Present: Richard Thomas, Parks & Recreation Board; Zach Peterson, Public Works; Pat Driscoll, City Communications; Devan Patel, QC Times; Citizen; and Steve Ahrens, Levee Improvement Commission

Mayor Klipsch called the meeting to order at 5:30 p.m. Ashton moved to approve the minutes of the June 27 regular meeting. Walton seconded the motion and it carried. Mayor Klipsch also reported that the removal of the porte-cochere soon will be underway and should be removed within two weeks.

Finance

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

Leases

Staff provided the request from Jerry Welvaert with the Oneida Landing Marina to be released from the existing Lease Agreement. After discussion, Ashton moved to approve the tenant request to be released from the agreement, beginning on September 1. Clark seconded the motion. Rhomberg moved to table, but the tabling motion failed for lack of a second. After further discussion, Clark moved to call the question and Walton provided the seconded, and the motion to end discussion carried with Rhomberg voting nay. The primary motion was then taken up and approved, with Rhomberg voting nay. Next, Ashton moved to have staff negotiate a repayment plan with Welvaert. Chambers seconded the motion and it carried unanimously. Staff also will follow-up with any potential tenancy leads.

Projects

Ahrens led the Commission through the corresponding revisions to the organization's by-laws as a result of changes to the governance ordinance, which has its final reading by the City Council this cycle. Per the by-laws, two readings are necessary prior to final approval of any changes, with the initial reading occurring at the June meeting. With additional revisions discussed, staff was asked to return to the next meeting with the revised document.

Staff Report

Ahrens provided updates on a variety of topics, including:

- Riverfront mini-golf proposal – August meeting
- AmeriCorps volunteers painting selected lighting standards along riverfront
- Main Street Landing Design Standards RFP – Zach update
- REAP grant application for Veterans Memorial Park
- Boat docks removed for current flood event (2)
- Freight House (3) HVAC units replacement

Other Business

There were no comments from the public, and with no further business, the meeting was adjourned at 6:50 p.m.

Karl Rhomberg, Secretary

City of Davenport
Levee Improvement Commission

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

Date
8/22/2017

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	August 2017 Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/18/2017 - 4:39 PM

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City of Davenport
YTD REPORT



P 1
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FOR 2018 02

JOURNAL DETAIL 2018 1 TO 2018 1

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT	-230,000	0	-230,000	-36,324.52	.00	-193,675.48	15.8%
480690 MISCELLANEOUS	-42,000	0	-42,000	-2,338.73	.00	-39,661.27	5.6%
489491 TRANSFER LOCAL OPTION SALES	-41,000	0	-41,000	.00	.00	-41,000.00	.0%
490865 FUND BALANCE APPROPRIATION	5,685	0	5,685	.00	.00	5,685.00	.0%
TOTAL UNDEFINED	-307,315	0	-307,315	-38,663.25	.00	-268,651.75	12.6%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	71,400	0	71,400	8,403.36	.00	62,996.64	11.8%
510120 RETIREMENT-FICA	5,462	0	5,462	666.34	.00	4,795.66	12.2%
510130 RETIREMENT-IPERS	6,569	0	6,569	750.42	.00	5,818.58	11.4%
510140 EMPLOYEE INSURANCE	10,300	0	10,300	1,732.54	.00	8,567.46	16.8%
510161 DEFERRED COMP	3,570	0	3,570	420.18	.00	3,149.82	11.8%
510162 RETIREMENT HEALTH SAVINGS	714	0	714	84.03	.00	629.97	11.8%
520201 OFFICE SUPPLIES	200	0	200	3.48	.00	196.52	1.7%
520205 UTILITY SERVICES	75,000	0	75,000	3,500.67	.00	71,499.33	4.7%
520210 TRAVEL EXPENSES	0	0	0	25.00	-25.00	.00	.0%
520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES	5,000	0	5,000	.00	.00	5,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	1,954.79	6,375.00	33,670.21	19.8%
520297 PROJECT EXPENSE	20,000	0	20,000	2,655.00	575.00	16,770.00	16.2%
560606 TELEPHONE EXPENSE	450	0	450	42.42	.00	407.58	9.4%
560623 FACILITIES MAINTENANCE	14,050	0	14,050	1,192.29	.00	12,857.71	8.5%
TOTAL PROJECT MANAGEMENT	254,815	0	254,815	21,430.52	6,925.00	226,459.48	11.1%
88000 TRANSFERS OUT							
550501 TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL LEVEE IMPROVEMENT	0	0	0	-17,232.73	6,925.00	10,307.73	100.0%
TOTAL REVENUES	-307,315	0	-307,315	-38,663.25	.00	-268,651.75	
TOTAL EXPENSES	307,315	0	307,315	21,430.52	6,925.00	278,959.48	

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City of Davenport
MONTHLY DETAIL REPORT



P 1
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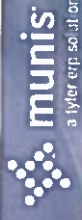
FOR 2018 02

JOURNAL DETAIL 2018 2 TO 2018 2

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALARIES	71,400	0	71,400	8,403.36	.00	62,996.64	11.8%
2018/02/020150 08/04/2017 PRJ	2,801.12 REF 080417						
2018/02/020787 08/18/2017 PRJ	2,801.12 REF 081817						
WARRANT=080417							
WARRANT=081817							
TOTAL FULL TIME SALARIES	71,400	0	71,400	8,403.36	.00	62,996.64	11.8%
510102 PART TIME SALARIES							
54741013 510102 PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
54741013 510102 USDA PART TIME SALA	0	0	0	.00	.00	.00	.0%
TOTAL PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
510103 TEMPORARY SALARIES							
54741013 510103 TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
TOTAL TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
510105 OVERTIME PAY							
54741013 510105 OVERTIME PAY	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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P 2
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FOR 2018 02

JOURNAL DETAIL 2018 2 TO 2018 2

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OVERTIME PAY	0	0	0	.00	.00	.00	.0%
510120 RETIREMENT-FICA							
54741013 510120 RETIREMENT-FICA	5,462	0	5,462	666.34	.00	4,795.66	12.2%
2018/02/020150 08/04/2017 PRJ	222.00 REF 080417					WARRANT=080417	RUN=1 BI-WEEKL
2018/02/020787 08/18/2017 PRJ	222.17 REF 081817					WARRANT=081817	RUN=1 BI-WEEKL
54741013 510120 USDA RETIREMENT-FICA	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,462	0	5,462	666.34	.00	4,795.66	12.2%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPERS	6,569	0	6,569	750.42	.00	5,818.58	11.4%
2018/02/020150 08/04/2017 PRJ	250.14 REF 080417					WARRANT=080417	RUN=1 BI-WEEKL
2018/02/020787 08/18/2017 PRJ	250.14 REF 081817					WARRANT=081817	RUN=1 BI-WEEKL
54741013 510130 USDA RETIREMENT-IPE	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	6,569	0	6,569	750.42	.00	5,818.58	11.4%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURANCE	10,300	0	10,300	1,732.54	.00	8,567.46	16.8%
2018/02/020787 08/18/2017 PRJ	866.27 REF 081817					WARRANT=081817	RUN=1 BI-WEEKL
TOTAL EMPLOYEE INSURANCE	10,300	0	10,300	1,732.54	.00	8,567.46	16.8%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



P 3
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FOR 2018 02

JOURNAL DETAIL 2018 2 TO 2018 2

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	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	3,570	0	3,570	420.18	.00	3,149.82	11.8%
2018/02/020150 08/04/2017 PRJ	140.06 REF 080417						
2018/02/020787 08/18/2017 PRJ	140.06 REF 081817						
WARRANT=080417							
WARRANT=081817							
TOTAL DEFERRED COMP	3,570	0	3,570	420.18	.00	3,149.82	11.8%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH	714	0	714	84.03	.00	629.97	11.8%
2018/02/020150 08/04/2017 PRJ	28.01 REF 080417						
2018/02/020787 08/18/2017 PRJ	28.01 REF 081817						
WARRANT=080417							
WARRANT=081817							
TOTAL RETIREMENT HEALTH SAVINGS	714	0	714	84.03	.00	629.97	11.8%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
TOTAL CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE SUPPLIES	200	0	200	3.48	.00	196.52	1.7%

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City of Davenport
MONTHLY DETAIL REPORT



P 4
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FOR 2018 02

JOURNAL DETAIL 2018 2 TO 2018 2

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OFFICE SUPPLIES	200	0	200	3.48	.00	196.52	1.7%
520205 UTILITY SERVICES							
54741013 520205 UTILITY SERVICES	75,000	0	75,000	3,500.67	.00	71,499.33	4.7%
2018/02/020378 08/10/2017 API	1,100.09 VND 001322 VCH			IOWA AMERICAN WAT	AUG WATER BILLS		164653
TOTAL UTILITY SERVICES	75,000	0	75,000	3,500.67	.00	71,499.33	4.7%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	25.00	-25.00	.00	.0%
TOTAL TRAVEL EXPENSES	0	0	0	25.00	-25.00	.00	.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
TOTAL TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013 520217 PROFESSIONAL SERVI	5,000	0	5,000	.00	.00	5,000.00	.0%
54741013 520217 USDA PROFESSIONAL S	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



P 5
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FOR 2018 02

JOURNAL DETAIL 2018 2 TO 2018 2

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICES	5,000	0	5,000	.00	.00	5,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE BLDGS	42,000	0	42,000	1,954.79	6,375.00	33,670.21	19.8%
2018/02/020088 08/03/2017 API	209.37 VND 004423 VCH		WHITE ROOFING				
2018/02/020380 08/10/2017 API	1,470.42 VND 001306 VCH		KONE INC				
2018/02/020709 08/17/2017 API	195.00 VND 002481 VCH		PBS OF THE QC INC				
2018/02/020709 08/17/2017 API	80.00 VND 024588 VCH		PREMIER PEST MGT SVS				
			PEST MANAGEMENT FREIGHT HOUSE				
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	1,954.79	6,375.00	33,670.21	19.8%
520245 PAYMENT TO OTHER AGENCY							
54741013 520245 PAYMENT TO OTHER A	0	0	0	.00	.00	.00	.0%
TOTAL PAYMENT TO OTHER AGENCY	0	0	0	.00	.00	.00	.0%
520262 INTERDEPARTMENT SERVICE CHG							
54741013 520262 INTERDEPARTMENT SE	0	0	0	.00	.00	.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG	0	0	0	.00	.00	.00	.0%
520297 PROJECT EXPENSE							
54741013 520297 PROJECT EXPENSE	20,000	0	20,000	2,655.00	575.00	16,770.00	16.2%
2018/02/020061 08/03/2017 API	450.00 VND 001398 VCH		BOS ELECTRONICS				
2018/02/020380 08/10/2017 API	165.00 VND 001398 VCH		BOS ELECTRONICS				
2018/02/020709 08/17/2017 API	825.00 VND 000281 VCH		PREBYL, KIRK				
			SOUND EQUIPMENT RENTAL SUMMER				
			SOUND EQUIPMENT RENTAL SUMMER				
			8-26-17 LEVEE CONCERT THE RIVE				

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City of Davenport
MONTHLY DETAIL REPORT



P 6
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FOR 2018 02

JOURNAL DETAIL 2018 2 TO 2018 2

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROJECT EXPENSE	20,000	0	20,000	2,655.00	575.00	16,770.00	16.2%
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES & S	0	0	0	.00	.00	.00	.0%
TOTAL OTHER SUPPLIES & SERVICES	0	0	0	.00	.00	.00	.0%
530303 OPERATING EQUIPMENT							
54741013 530303 USDA OPERATING EQUI	0	0	0	.00	.00	.00	.0%
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPENSE	450	0	450	42.42	.00	407.58	9.4%
TOTAL TELEPHONE EXPENSE	450	0	450	42.42	.00	407.58	9.4%
560622 DATA PROCESSING							
54741013 560622 DATA PROCESSING	0	0	0	.00	.00	.00	.0%
TOTAL DATA PROCESSING	0	0	0	.00	.00	.00	.0%
560623 FACILITIES MAINTENANCE							
54741013 560623 FACILITIES MAINTEN	14,050	0	14,050	1,192.29	.00	12,857.71	8.5%

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City of Davenport
MONTHLY DETAIL REPORT



P 7
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FOR 2018 02

JOURNAL DETAIL 2018 2 TO 2018 2

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL FACILITIES MAINTENANCE	14,050	0	14,050	1,192.29	.00	12,857.71	8.5%
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENSATI	0	0	0	.00	.00	.00	.0%
TOTAL WORKERS COMPENSATION INSURANCE	0	0	0	.00	.00	.00	.0%
TOTAL PROJECT MANAGEMENT	254,815	0	254,815	21,430.52	6,925.00	226,459.48	11.1%
TOTAL LEVEE IMPROVEMENT	254,815	0	254,815	21,430.52	6,925.00	226,459.48	11.1%
TOTAL EXPENSES	254,815	0	254,815	21,430.52	6,925.00	226,459.48	
GRAND TOTAL	254,815	0	254,815	21,430.52	6,925.00	226,459.48	11.1%

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

Revenue/Billing Table
FY - 2018 Levee Fund #740

Lessee	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Summary
1 Front Street Brewery - FH	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	35,424.00 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 Renew
3 Nostalgia Deli - 4%	2,108.15	1,875.53	1,466.22	1,242.86	867.34	663.00	738.12	988.33	967.70	1,306.85	1,610.77	1,921.44	15,756.31 Renew
4 MidAmerican Co.	6,000.00												6,000.00
5 Lake Davenport Sailing Club													3,900.00
6 LPBC/Lindsey Park Boat Club							5,000.00						5,000.00
7 CHS, Inc / Harvest States Coop	2,500.00						2,500.00						10,000.00
8 One River Place	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	2,700.00
9 Driftwood	1,889.72	1,967.47	1,220.97	788.69	564.11	523.73	352.76	531.48	554.90	765.98	1,114.80	1,428.67	11,703.28
10 River's Edge													
11 Union Station	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,500.00	2,500.00
12 MVBS-Union Station	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	30,999.96
13 Bix Society-Union Station	875.00	875.00	875.00	875.00	875.00	875.00	875.00	875.00	900.00	900.00	900.00	900.00	1,920.00
14 Onelda Landing Marina	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	10,600.00
15 Front Street Brewery	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	3,180.00
16 Freight House Farmers Market	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	17,000.04 Renew
17 Rock River Family Office	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	27,223.08 Renew
18 Oscar Mayer - SemiParkingLot	675.00	675.00	675.00										2,025.00
19 Nordby - Generosity Coaching	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,440.00 Renew
20 Package Express													
Subtotal	27,371.79	18,716.92	17,561.11	18,730.47	15,630.37	15,385.65	22,789.80	15,718.73	15,746.52	22,696.75	16,949.49	20,074.03	227,371.63
Miscellaneous													
1 LPBC Addendum	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Total	27,371.79	18,716.92	17,561.11	18,730.47	15,630.37	15,385.65	23,789.80	15,718.73	15,746.52	22,696.75	16,949.49	20,074.03	228,371.63

Aging of Account Receivables Levee Commission

Page # 1

69920	Invoice #: 65003	Bill Date: 12/01/2016	Due Date: 12/31/2016
WELVAERT, GERALD	935 E RIVER DR	DAVENPORT, IA 52803	
		Amount Billed	Amount Owed
LEVEE COMMISSION RENTAL		\$2,500.00	\$1,000.00
	Due Date: 12/31/2016	\$2,500.00	\$1,000.00

72124	Invoice #: 60404	Bill Date: 04/03/2017	Due Date: 05/03/2017
ONEIDA LANDING MARINA INC	935 E RIVER DR	DAVENPORT, IA 52803	
		Amount Billed	Amount Owed
LEVEE COMMISSION RENTAL		\$1,000.00	\$1,000.00
	Due Date: 05/03/2017	\$1,000.00	\$1,000.00

72124	Invoice #: 60405	Bill Date: 05/03/2017	Due Date: 06/02/2017
ONEIDA LANDING MARINA INC	935 E RIVER DR	DAVENPORT, IA 52803	
		Amount Billed	Amount Owed
LEVEE COMMISSION RENTAL		\$2,500.00	\$2,500.00
	Due Date: 06/02/2017	\$2,500.00	\$2,500.00

72124	Invoice #: 1312583	Bill Date: 04/12/2017	Due Date: 05/12/2017
ONEIDA LANDING MARINA INC	935 E RIVER DR	DAVENPORT, IA 52803	
		Amount Billed	Amount Owed
LEVEE COMMISSION RENTAL		\$1,500.00	\$1,500.00
	Due Date: 05/12/2017	\$1,500.00	\$1,500.00

Total Outstanding 6,000.00

8/17/2017

City of Davenport
Levee Improvement Commission

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

Date
8/22/2017

Subject:
1655 West River Drive Semi-trailer Drop Lot - DISCUSSION

ATTACHMENTS:

Type	Description
▣ Cover Memo	Nestle Purina Drop Lot Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/18/2017 - 4:41 PM

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of the 26th day of September, 2017 between NESTLE PURINA, INC., ("Licensee"), and City of Davenport, Iowa, through its Riverfront Improvement Commission ("Licensor").

Recitals

A. Licensor is the owner of certain real property commonly known as 1655 West River Drive, Davenport, Iowa (the "Licensor Property"). The Licensor Property is improved with a 177,000 square foot parking lot.

B. Licensee desires to obtain an exclusive license to use that portion of Licensor's parking lot depicted on EXHIBIT A attached hereto and made a part hereof (the "Licensed Premises") for the parking of approximately 50 trailers, and Licensor desires to grant such license, on the terms and conditions set forth in this Agreement.

Agreements

In consideration of the Recitals set forth above, which by this reference are made a part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor hereby grants Licensee an exclusive license (the "License") to use the Licensed Premises solely for the parking of approximately 50 trailers and for no other purpose. The License, and Licensee's use of the Licensed Premises, shall be subject to such reasonable rules that Licensor may adopt from time to time upon notice to Licensee. In consideration of the License, Licensee shall pay Licensor a license fee as follows:

Year 1:	\$12,000.00 annually (\$1,000/month)
Year 2	\$12,600.00 annually (\$1,050/month)
Year 3:	\$13,200.00 annually (\$1,100/month)

Payments shall be made monthly, on or before the first day of each month.

2. **Term of Agreement.** This License shall be in effect for a three (3) year period, commencing on or about October 1, 2017 and terminating September 30, 2020.

3. **Condition of Licensed Premises; Repairs.** Licensee agrees that Licensor has provided Licensee the opportunity to inspect the Licensed Premises, and that, except as set forth below, Licensee accepts the Licensed Premises in "as-is" condition. Licensee shall keep the Licensed Premises in good condition and repair, ordinary wear and tear excepted. Annually, Licensor shall, at its expense, re-grade the Licensor Property to remove substantial potholes.

4. **Insurance and Indemnity.** Licensee shall at all times during the term of the License, at its own expense, maintain, keep in effect, furnish and deliver to Licensor certificates of liability insurance policies, insuring against all liability for injuries to persons and damage to property arising from Licensee's use of the Licensed Premises. The amount of such liability insurance shall be \$1,000,000 for injury to one person, \$2,000,000 for injuries arising out of any one accident and \$500,000 for property damage. Licensee shall indemnify, defend and hold Licensor harmless of, from and against any and all claims, demands, suits, judgments, costs and expenses (including court costs and reasonable attorneys' fees and expenses) arising from the negligent or willful acts or omissions of Licensee, its employees, agents, servants, contractors, guests, licensees or invitees in connection with the use or occupancy of the Licensed Premises. The City of Davenport shall be named as an additional insured under commercial general liability. The insurance shall be Primary insurance and non-contributory.

5. **Waiver of Claims.** To the fullest extent permitted by law, Licensee hereby waives all claims against Licensor for any loss injury or damage suffered by Licensee, its employees, agents, servants, contractors, guests, and invitees relating to (a) loss or theft of, or damage to, property of Licensee or others, (b) injury or damage to persons or property resulting from fire, explosion, electricity, water, rain or snow, or (c) damage caused by other persons. The foregoing waiver shall not apply to the extent of Licensor's negligence or willful misconduct.

6. **Default.** In the event Licensee defaults hereunder, Licensor may at its option terminate this Agreement if Licensee does not cure such default within thirty (30) days after receipt of notice from Licensor.

7. **Compliance with Laws.** Licensee shall comply with all laws and regulations concerning the Licensed Premises and Licensee's use thereof.

8. **Attorneys' Fees.** If Licensor or Licensee becomes a party to any litigation concerning this Agreement or the Licensed Premises, by reason of any act or omission of the other party (the "indemnifying party"), its employees, agents, servants, contractors, guests, licensees or invitees, the indemnifying party shall be liable for court costs and reasonable attorneys' fees and expenses incurred by the indemnified party in connection with any such litigation. If either party commences an action against the other party arising out of or in connection with enforcement of this Agreement, the prevailing party shall be entitled to have and recover from the other party court costs and reasonable attorneys' fees and expenses incurred by the prevailing party in connection with any such enforcement action.

9. **Miscellaneous.**

(a) The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

(b) All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered,

(ii) if mailed, on the third business day after in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (iii) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery of such courier, in every case addressed to the party to be notified as follows:

If to Licensee:

Nestle Purina, Inc.

Attention:

If to Licensors:

Riverfront Improvement Commission
Davenport City Hall
226 West Fourth Street
Davenport, Iowa 52801

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the other in the manner provided herein for the service of notices. Rejection or refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

Licensors and Licensee have executed this Agreement as of the date first above written.

By: _____

By: _____

Davenport Interactive City Map

with Web AppBuilder for ArcGIS



City of Davenport
Levee Improvement Commission

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

Date
8/22/2017

Subject:
935 East River Drive - DISCUSSION / ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	Marine Specialties Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/18/2017 - 4:44 PM

LEASE – BUSINESS PROPERTY

This Lease Agreement, executed in duplicate, made and entered into this 22th day of August, 2017, by and between the City of Davenport, Iowa, through its Riverfront Improvement Commission (hereinafter called "Landlord"), whose address for the purpose of this lease is 226 West Fourth Street, Davenport, Iowa 52801 and Marine Specialties (hereinafter called "Tenant"), whose address for the purpose of this lease is 935 East River Drive, Davenport, Iowa, 52803.

1. Premises and Term. The Landlord, in consideration of the rents herein reserved and of the agreements and condition herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and the Tenant hereby rents and leases from the Landlord, according to the terms and provisions herein, the following described real estate situated in Scott County, Iowa, to-wit:

The former Quad City Marine Company / Wakeen's Family Boating Center leased parcel at 935 East River Drive, Davenport, Iowa, containing a portion of the 112,674 sq. ft. of land, workshop (west) building, one lifting crane, a perimeter fence, and boat docks attached to the U.S. Government seawall as per Exhibit "A."

With the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on Exhibit "A," if and as may be attached hereto, for a term of thirty-three (33) months, commencing on September 1, 2017, and ending on midnight on the last day of the lease term which shall be the thirty-first (31st) day of May, 2020, upon the condition that the Tenant pays rent therefore, and otherwise performs as required by this lease.

The parties agree that buildings and crane shall be considered personal property and not fixtures or real property. Ownership of these items of personal property is hereby transferred to Tenant "As is, Where is" with no warranties express or implied, including, but not limited to those related to fitness for a particular purpose. Landlord shall have the right of first refusal to purchase for \$1 the current buildings, any other improvements to the real estate including future buildings or fixtures, and/or the crane if Tenant decides to remove the items or at the termination of this Lease. Said election shall be made in writing.

2. Rent. Tenant agrees to pay rent to Landlord for said term, as follows: Twelve Thousand Dollars (\$12,000.00) annually, or (\$1,000.00) per month, in advance, the first rent payment being due and payable on the 1st day of September, 2017, and the same amount, becoming due and payable on the first day of each month thereafter during the term of this lease.

3. Under Occupancy Surcharge. A thirty percent surcharge shall be added to the monthly rent amount if during the preceding 180 days a going business concern offering services related to Mississippi River related activity to the public is not using the space. Lessor also maintains the right to require monthly status meetings with the Lessee during any period of

under occupancy to determine whether Lessee is making satisfactory progress in attaining meeting these standards.

Regardless of any other provision of the documents between the parties, failure to meet the occupancy threshold described above for 12 consecutive months shall be a material default and Landlord shall give notice of default to Lessee and any applicable leasehold mortgagee pursuant to Section 8.

Upon receipt of such notice, Lessee may present a request to the City for renegotiation of the occupancy requirement.

After delivery of the notice of default for under occupancy, The Lessor shall have the right to re-enter the Leased Premises and terminate the lease under the following circumstances:

- 1) If no request for renegotiation is presented in 10 days; or
- 2) If the renegotiation fails after 30 days for any reason and no cure is made.

4. Possession. Tenant shall be entitled to possession on September 1, 2017 and shall yield possession to the Landlord at the time and date of the termination of this Lease Agreement, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

5. Use of Premises. Tenant covenants and agrees during the term of this Lease Agreement to use and occupy the leased premises only for a general marine and marina business, including the servicing, leasing, selling, renting, storage and docking of boats, and the sale of marine products and equipment, fuel and lubricants, as well as the installation and operation of boat haul-out facilities and any other related activity.

6. Quiet Enjoyment. Landlord covenants that its estate in said premises is in fee title and that Tenant, on paying the rent herein reserved and performing all of its agreements as provided by the lease, shall and may peaceably have, hold and enjoy the leased premises for the term of this lease free from molestation, eviction, or disturbance by the Landlord or any other persons or legal entity whatsoever. (see paragraph 13)

Landlord shall have the right to mortgage all of its rights, title, interest in said premises at any time, without any notice, subject to this lease.

7. Care and Maintenance of Premises. (a) Tenant takes said premises in their present condition, except for such repairs and alterations as may be expressly provided herein. (b) Tenant shall, after taking possession of said premises and until the termination of this lease and its actual removal from the premises, at its own expenses, care for and maintain said premises in a reasonably safe and serviceable condition. Tenant will furnish its own interior and exterior decorating. (c) Tenant will not make nor suffer any unlawful use of said premises and agrees to comply with all valid regulations of the Scott County Board of Health, Davenport Municipal Code, the laws of the State of Iowa and the United States of America, including applicable rules and regulations. This provision shall not be construed as imposing any duty on Tenant as to acts

of the general public. Tenant will not allow trash of any kind to accumulate on said premises and will remove the same at its own expense. Tenant also agrees to remove snow and ice and other obstacles from the sidewalk on or abutting the premises.

8. Utilities and Services. Tenant, during the term of this lease, shall pay, before delinquency, all charges for use of telephone, water, sewer, gas, heat, electricity, garbage disposal and other services and utilities of whatever kind and nature which may be used in or on the leased premises. (a) Janitor or cleaning service shall be furnished by the Tenant or at the Tenant's expense. (b) Heating shall be furnished at the Tenant's expense with maintenance costs furnished by the Landlord.

9. Assignment and Subletting. Any assignment of this lease or subletting of the premises, in whole or in part, by the Tenant, without the Landlord's written permission, shall, at the option of the Landlord, make the rental for the balance of the lease term due and payable at once. Such written permission may not be unreasonably withheld.

10. Taxes. All prorated real estate taxes (based on rented area in this lease), levied, or assessed by lawful authority against said property or improvements shall be timely paid by the Tenant beginning with the first installment of taxes due September 2018.

11. 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 General Liability.

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

(2) General Liability

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

(3) Automobile Liability

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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(4) All Risk Property Insurance (name City as loss payable)	\$500,000 (plus Tenant's improvements and betterments)
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(5) Excess Liability Umbrella Form	\$3,000,000
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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.

Tenant's Customer's property.

Tenant shall require renters of space and services to provide proof of insurance covering damage to property for the maximum value of boats and other items stored. Tenant shall file and maintain copies of such policies and have ready for inspection by Landlord.

12. Fire and Casualty, Partial Destruction of Premises. (a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after the occurrence, this lease shall not terminate, but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Tenant shall repair such damages within 60 days of its occurrence unless prevented from doing so by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages,

or other causes beyond Tenant's reasonable control. (b) Should the zoning ordinance of the city or municipality in which this property is located make it impossible for Tenant, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided. (c) In the event of a destruction or damage of the leased premises including the parking area (if a parking area is a part of the subject matter of this lease) so that Tenant is not able to conduct its business on the premises of the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days, this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder. Tenant paying rental pro rata only to the date of such destruction, in the event of such termination of this lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.

13. Condemnation. (a) Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable. (b) If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 13(a).

14. Termination of Lease and Defaults of Tenant. (a) This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be cancelled and forfeited, provided however, before any such cancellation and forfeiture except as provided in 14(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. (See paragraph 21, below.) As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Landlord may proceed as in paragraph 20, below, provided. (b) In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason by any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease, re-enter said premises, upon giving of ten (10) days written notice by Landlord to Tenant, all to the extent permitted by applicable law. (c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults. (d) Acceptance of keys, advertising and re-renting by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this lease.

15. Right of Either Party to Make Good any Default of Other. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or thereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9.0% per annum, from date of advance.

16. Signs. (a) Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided only (1) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa; (2) such signs shall not change the structure of the building; (3) such signs if and when taken down shall not damage the building; and (4) such signs shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld. (b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

17. Mechanic's Liens. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind of character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, 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, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

18. Landlord's Lien and Security Interest. Said Landlord shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefore, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Tenant's default in its performance.

19. Substitution of Equipment, Merchandise, etc. (a) The Tenant shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the said demised premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on said premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items of personal property so sold or otherwise disposed of, a new or other item in substitution thereof, in like or greater value and adopted to the affixed operation of the business upon the demised premises. (b) Nothing herein contained shall be construed as denying to

Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

20. Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way effect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled so long as any default remains in any way unremedied, unsatisfied or undischarged.

21. Notices and Demands. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

22. Provisions to Bind and Benefit Successors, Assigns, etc. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

23. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

24. Construction. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the text.

25. Nuisance. Said above-described premises shall not be used for any purposes which may be deemed a public or private nuisance. Said premises shall not be used for any purpose (even though the same be not a public or private nuisance) which in the judgment and opinion of the Landlord would be offensive or injurious to the public or to any other Tenants of Landlord on adjoining real estate. Ample precautions and measures satisfactory to the Landlord must be provided by Tenant to prevent any rubbish, waste, or debris of any kind from being scattered, or carried, or from emanating in any way from said leased premises, nor shall smoke be permitted to emit from leased premises in such volume as in the opinion of the Landlord would be detrimental to the public or to any other Tenants or Landlord on adjoining property.

26. Acceptance of Premises. Tenant takes and accepts the leased premises as they are at the date of this Lease; and Landlord shall not in any way be liable on account of the giving way or sinking of any ground adjacent thereto or of any conditions which may be caused by or result from any seeping of water through or under said leased premises or through or under any

ground adjacent thereto, or on account of any conditions which may result from the flooding of the leased premises or adjoining premises; or from any injury to, failure to prevent the disintegration of any part of the wall in front of said leased premises or adjoining premises; or from any injury to, failure or disintegration of any part of the foundation underneath said leased premises or any part thereof or from any defective condition existing on said leased premises or property adjacent thereto.

27. Assumption of Risk of Fire. It is further agreed that Landlord shall not be responsible in any way for any damage by fire caused by an sparks or coals from cranes or locomotives or caused in any other manner regardless of whether or not any person has been negligent, it being one of the considerations of this lease that Tenant assume all risks of damage from any cause whatsoever.

28. Fees and Charges. Tenant shall, during the term of this lease, procure, maintain, keep in force and pay all fees and charges in connection with any and all licenses, permits, franchises, and corporate or business qualifications required by law or by any governmental authority or agency for the lawful operation of Tenant's business conducted on the premises.

29. Laws and Regulations. Tenant shall at all times fully comply with all health, administrative and police laws, ordinances and regulations required for the lawful use of the premises. (a) Tenant may contest the validity or appreciation of any such law, ordinance, or regulation solely at its cost and expense and solely in its name. Non-compliance during such contest shall not be deemed a breach of the covenants herein contained, provided that Tenant shall indemnify Landlord from any liability or attorney fees or costs incurred in connection with such contest and Tenant's non-compliance. Landlord, at Tenant's request, and at Tenant's expense, will execute and deliver appropriate papers which may be necessary or proper to contest the validity or application of any such law, ordinance or regulation.

30. Relationship. The sole relationship created hereby is that of landlord and tenant. Tenant is an independent contractor. No employer-employee, master-servant, or principal-agent relationship is created hereby.

31. Non-Discrimination. Tenant, as part of the consideration hereof, agrees that no person, on the grounds of race, color, sex, creed, age, disability, national origin or sexual orientation will be excluded from the use of the facilities offered by Tenant on the demised premises or excluded from any services offered by the Tenant from the said premises; that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations on the leased premises; and that such discrimination shall not be practiced against any employee of Tenant or any prospective employee.

32. Surrender of Premises. Upon termination of this lease whether by lapse of time or otherwise, Tenant shall peaceably and quietly surrender the premises, in their condition of repair at that time, with the obligation to restore the premises to their condition as at the time of commencement of this lease, normal wear and tear excepted. Tenant may remove equipment and haul-out facilities installed by Tenant within thirty (30) days of the lease termination as long

as Tenant returns the real property to substantially the same condition which existed at the time of commencement of the Lease. Landlord shall be fully compensated by Tenant for any damages caused upon the property by Tenant's removal of fixtures and improvements or by Tenant's negligence. All equipment and personal property contained in the buildings or structures shall remain the property of Tenant including all trade fixtures used by Tenant in its business and use of the premises. Continued possession by the Tenant beyond the expiratory date of the term of this lease and exercised option periods, coupled with receipt of the specified rent by the Landlord, absent a written agreement by both parties for an extension of this lease or for a new lease, shall constitute a month-to-month extension of this lease. (See also paragraph 10).

33. Hold Harmless. Tenant agrees to defend at its own expense, in the name and on behalf of the Landlord, and shall indemnify and save harmless the Landlord from any and all claims, suits, losses, damages, costs or expenses, except those caused or contributed by the negligence of the Landlord, on account of injury or damage to any person or property caused or occasioned, or allegedly caused or occasioned, in whole or in part by reason or of arising out of the lease of the leased premises to the Tenant or its use of the leased premises. However, the Landlord shall not be obligated to defend, indemnify and save harmless the Tenant for any costs or damages arising from the sole negligence of the Tenant, except for claims, suits, losses, damages, costs, expenses, and attorney fees caused or contributed by the negligence of the Landlord or its agents, on account of injury or damage to any person or property. The duty of the Tenant to defend, save harmless and indemnify the Landlord shall extend to officers, employees, and agents of the Landlord to the extent the Landlord is obligated to defend, save harmless and indemnify by laws.

34. Entry Upon Land. The Landlord reserves the right to enter at no charge from the Tenant upon the leased premises at any time and to use the leased premises occasionally in such manner and for such purpose as shall not interfere with the Tenant's use thereof. This includes the rights of the Landlord or the Corps of Engineers to rehabilitate and maintain its sanitary and storm sewer system built through the leased premises.

35. Waterfront Use. Subject to such rules as may be imposed by the U.S. Corps of Engineers, the free use of the waterfront facilities available in front of these premises shall be available to the Tenant for the uses designated in the lease.

36. Miscellaneous. At the Tenant's expense, Tenant will purchase trailer and other needed equipment to store and move boats, complete crane inspection, fix lighting in the west building, repair the west building roof, and complete painting of the east building (though not occupying, but for property curb appeal. The Landlord is responsible for fixing the two heating units in the west building, removing four abandoned boats from the property, and providing for the timely removal of the other existing sub-tenant's belongings from the area herein under lease.

In Witness Whereof, the parties hereto have duly executed this lease in duplicate the day and year first above written.

Marine Specialties
c/o Chad and Kathy Ruggeberg
1735 West 49th Street
Davenport, IA 52806

By: _____
Chad and Kathy Ruggeberg, Owners

Date: _____

Riverfront Improvement Commission

By: _____

Date: _____



City of Davenport
Levee Improvement Commission

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

Date
8/22/2017

Subject:
Mississippi Valley Blues Society - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	MVBS Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/18/2017 - 4:46 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 26th day of September, 2017 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and the Mississippi Valley Blues Society, hereinafter designated as "Tenant."

1. LEASED PREMISES

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

The office space, suite 203, (approx. 200 sf) located on the second floor of Union Station, 102 S. Harrison Street, Davenport, Scott County, Iowa.

B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease and that no other person or entity needs to join in the execution thereof in order for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building is in full compliance with existing local, state, and federal codes, rules, and ordinances, and is zoned for use as an office and training center.

2. TERM

A. The term of this Lease shall be for a period of Twelve (12) Months, and shall commence on October 1, 2017 and shall terminate on September 30, 2018.

3. RENTAL

A. Tenant shall pay to the Landlord for use of the Leased Premises the following sums: Two Thousand and Forty Dollars and No Cents (\$2,040.00) per year paid on a monthly basis of One Hundred Seventy Dollars and No Cents (\$170.00). A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Fifteenth (15th) day of the month.

B. Tenant shall have the option to renew for one additional twelve month term, at a rate to be negotiated and providing this request is submitted prior to 60 days of the expiration of the term of this agreement.

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

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

4. **PAYMENT OF RENTAL**

The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

5. **USE OF LEASED PREMISES**

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

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

C. The Tenant shall not employ any type of sound-emitting device in or about the Leased Premises that is audible outside the Leased Premises, except for fire and burglar alarms.

6. **LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD**

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

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

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

(2) Commercial General Liability

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

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

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

(4) Excess Liability Umbrella Form	\$1,000,000
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C. **CONTRACTUAL LIABILITY;** The insurance required above under "LESSEE INSURANCE", shall:

- (1) be Primary insurance and non-contributory.
- (2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION paragraph.

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

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

- (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
- (2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City, its officials or any of its agents or employees by any employee of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7. **ALTERATIONS**

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

8. **MAINTENANCE AND SANITATION**

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first

securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space on the Leased Premises for such sanitary receptacles, to the extent practical.

9. SURRENDER OF LEASED PREMISES

The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear excepted, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

10. FIXTURES

The Tenant shall provide, install, and maintain at its expense, fixtures of a special nature that may be required by the Tenant's business. All such fixtures which are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant not later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder, and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, with the exception of any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, hot water heaters, carpeting or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property for the purpose of replacing the same with items of like character, quality, or value.

11. TENANT IMPROVEMENTS

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

12. FREE FROM LIENS

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the

Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

13. ABANDONMENT

The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

14. SIGNS AND ADVERTISING MATERIALS

The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport prior to installation, whether it be affixed to the building, or window type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

15. EXTERIOR LIGHTING

The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

16. UTILITIES

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

17. ENTRY AND INSPECTION

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise

any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

18. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

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

19. ASSIGNMENT AND SUBLETTING

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

20. DEFAULT, RE-ENTRY REMEDIES

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

21. DEFAULT, COSTS, AND ATTORNEY FEES

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

22. SALE OF LEASED PREMISES BY LANDLORD

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

23. REIMBURSEMENT

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

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

24. WAIVER

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall

not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

25. SUCCESSORS IN INTEREST

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

26. PARTIAL INVALIDITY

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

27. TIME

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

28. EMINENT DOMAIN

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

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

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

D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

29. FLOODING

Landlord agrees that it will make reasonable efforts to allow access to the leased premises during periods of flooding. Landlord and Tenant agree that each shall cooperate with emergency service utility company personnel or flood control personnel in the event of a flood. If events require the tenant to move out of occupancy because of flooding, the rent shall be abated for those days that tenancy is not possible.

30. MISCELLANEOUS

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

B. The Landlord shall be responsible and pay for all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased premises. The Tenant shall be responsible, however, for the interior and exterior window cleaning of the Leased Premises.

C. The Tenant is hereby provided the exclusive use of the space noted on the second floor of the building.

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

31. GENERAL

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

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

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

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

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

**MISSISSIPPI VALLEY
BLUES SOCIETY**

**RIVERFRONT IMPROVEMENT
COMMISSION**

Date: _____

Date: _____

DRAFT

City of Davenport
Levee Improvement Commission

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

Date
8/22/2017

Subject:
Riverfront Commission Governance By-Laws - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Riverfront Commission By-laws

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/18/2017 - 4:52 PM

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
Levee Improvement Commission

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

Date
8/22/2017

Subject:
Parks and Recreation Advisory Council Report

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/18/2017 - 4:54 PM

City of Davenport
Levee Improvement Commission

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

Date
8/22/2017

Subject:
Public With Business

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/18/2017 - 4:55 PM

City of Davenport
Levee Improvement Commission

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

Date
8/22/2017

Subject:
Tuesday, September 26, 2017 at 5:30 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	8/18/2017 - 4:56 PM