RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, OCTOBER 29, 2019; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

A. Approve the Meeting Minutes from September 24, 2019 - ACTION

III. Finance

A. Approve the Disbursements - ACTION

IV. Leases

A. One River Place - DISCUSSION / ACTION

B. Nostalgia Farms Market, Inc. - DISCUSSION

V. Projects

A. Strategic Plan - RiverWest - DISCUSSION

B. Union Station Interior & Exterior - DISCUSSION / ACTION

C. Canadian Pacific Railroad Crossings - DISCUSSION

VI. Staff Report

VII. Other Business

A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

A. Tuesday, November 26, 2019 at 5:30 p.m. in the Police Department Community Room

Riverfront Improvement Commission
Minutes
September 24, 2019

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

Others Present: Ald. Kyle Gripp, Council Liaison, Michael Schertz, Parks Liaison; Christy and Terry Ellenberg, Dan Darland, LPBC; Zach Peterson, Public Works; Wendy Peterson, Bob Peppers, Citizens; and Steve Ahrens, Riverfront Improvement Commission

Chairman Bruemmer called the meeting to order at 5:30 p.m. and welcomed all in attendance. Ahrens announced that a quorum for the meeting had been met.

Grubbs moved to approve the minutes of the August 27 meeting. Rhomberg seconded the motion. Ashton offered a friendly amendment to also include the minutes from the August 27 Joint Parks Meeting. Grubbs seconded the motion and both carried unanimously.

Finance

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

Leases

Ahrens presented the draft lease renewal agreement with Front Street Brewery for the additional space adjacent to the Freight House Taproom. Grubbs moved to approve the agreement. Pairrett seconded the motion and it carried.

Staff provided the draft re-authorized lease agreement with the Lindsay Park Boat Club. Following Ahrens' update regarding the purpose and need, Ashton moved to approve the agreement. Walton seconded the motion and it carried. The item will now be considered by the City Council during its next cycle.

Staff provided the Commission with updates regarding two tenants, Nostalgia Farms Market, Inc. and One River Place.

Projects

Regarding succession protocol and terms for officers, Secretary Reed offered a draft proposal based on the feedback received during the last Commission meeting. Following discussion, Grubbs moved to approve the following language (attached). Walton seconded the motion and it carried.

Staff presented and the Commission discussed the FY2021 Riverfront CIP Budget Requests to be submitted for staff and City Council consideration.

Ahrens then provided the Commission with an update regarding the Strategic Plan initiative, RiverWest, and specifically, the Credit Island Slough project with the USACE.

Staff provided an update regarding both the interior and exterior post flood restoration projects for Union Station. Rhomberg moved to approve the consultant agreement with Fehr-Graham for the design outline of a prospective flood mitigation project. Grubbs seconded the motion and it carried.

Joint workgroup members and staff provided a status report regarding discussions relating to the riverfront railroad and Canadian Pacific's decision to elevate the line. The Commission continued discussion regarding the matter, which included updates for each of the crossings.

Staff Report

Ahrens provided updates on a variety of topics, including:

- FEMA site inspections
- Freight House deck project update

Other Business

With no public with business to present, and with no further business, the meeting was adjourned at 6:50 p.m.

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Ryan Reed, Secretary

Riverfront Improvement Commission
Officer Term Limits

Approved September 24, 2019

Motion to Establish Customary Practice of the Commission

1. Officers shall serve a term of two (2) years from the date of their election or until their successor is elected or qualified. No Officer shall serve more than three (3) consecutive two-year terms. Fulfilling an incomplete term is not considered part of the term limit. The normal succession of Officers shall be from Secretary to Vice-Chairperson and from Vice-Chairperson to Chairperson.

FOR 2020 04 JOURNAL DETAIL 2020 3 TO 2020 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT	-290,000	0	-290,000	-122,807.82	.00	-167,192.18	42.3%
480690 MISCELLANEOUS	-22,000	-3,488	-25,488	-21,594.93	.00	-3,892.57	84.7%
489491 TRANSFER LOCAL OPTION SALES	-75,000	0	-75,000	.00	.00	-75,000.00	.0%
490865 FUND BALANCE APPROPRIATION	57,875	-30,000	27,875	.00	.00	27,875.00	.0%
TOTAL UNDEFINED	-329,125	-33,488	-362,613	-144,402.75	.00	-218,209.75	39.8%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	74,285	0	74,285	21,210.04	.00	53,074.96	28.6%
510120 RETIREMENT-FICA	5,683	0	5,683	1,696.88	.00	3,986.12	29.9%
510130 RETIREMENT-IPERS	7,168	0	7,168	2,002.21	.00	5,165.79	27.9%
510140 EMPLOYEE INSURANCE	11,791	0	11,791	3,125.30	.00	8,665.70	26.5%
510161 DEFERRED COMP	3,714	0	3,714	1,060.50	.00	2,653.50	28.6%
510162 RETIREMENT HEALTH SAVINGS	743	0	743	212.10	.00	530.90	28.5%
520201 OFFICE SUPPLIES	200	0	200	4.43	.00	195.57	2.2%
520205 UTILITY SERVICES	90,000	5,000	95,000	23,607.66	.00	71,392.34	24.9%
520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS	42,000	10,000	52,000	5,185.27	2,382.90	44,431.83	14.6%
520297 PROJECT EXPENSE	20,000	18,488	38,488	14,416.94	8,588.75	15,481.81	59.8%
560606 TELEPHONE EXPENSE	450	0	450	108.03	.00	341.97	24.0%
560620 LIABILITY INSURANCE	1,381	0	1,381	1,381.00	.00	.00	100.0%
560623 FACILITIES MAINTENANCE	14,850	0	14,850	4,386.75	.00	10,463.25	29.5%
560624 PROPERTY INSURANCE	530	0	530	530.00	.00	.00	100.0%
560633 WORKERS COMPENSATION INSURAN	730	0	730	730.00	.00	.00	100.0%
TOTAL PROJECT MANAGEMENT	276,625	33,488	310,113	79,657.11	10,971.65	219,483.74	29.2%
88000 TRANSFERS OUT							
550501 TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%

FOR 2020 04

JOURNAL DETAIL 2020 3 TO 2020 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LEVEE IMPROVEMENT	0	0	0	-64,745.64	10,971.65	53,773.99	100.0%
TOTAL REVENUES	-329,125	-33,488	-362,613	-144,402.75	.00	-218,209.75	
TOTAL EXPENSES	329,125	33,488	362,613	79,657.11	10,971.65	271,983.74	
GRAND TOTAL	0	0	0	-64,745.64	10,971.65	53,773.99	100.0%

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FOR 2020 04 JOURNAL DETAIL 2020 4 TO 2020 4

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALAR	74,285	0	74,285	21,210.04	.00	53,074.96	28.6%
2020/04/040419 10/11/2019 PRJ	3,030.01 REF PY1011				WARRANT=101119	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	74,285	0	74,285	21,210.04	.00	53,074.96	28.6%
510102 PART TIME SALARIES							
54741013 510102 PART TIME SALAR	0	0	0	.00	.00	.00	.0%
54741013 510102 USDA PART TIME S	0	0	0	.00	.00	.00	.0%
TOTAL PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
510103 TEMPORARY SALARIES							
54741013 510103 TEMPORARY SALAR	0	0	0	.00	.00	.00	.0%
TOTAL TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
510105 OVERTIME PAY							
54741013 510105 OVERTIME PAY	0	0	0	.00	.00	.00	.0%

FOR 2020 04 JOURNAL DETAIL 2020 4 TO 2020 4

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OVERTIME PAY	0	0	0	.00	.00	.00	.0%
510120 RETIREMENT-FICA							
54741013 510120 RETIREMENT-FICA	5,683	0	5,683	1,696.88	.00	3,986.12	29.9%
2020/04/040419 10/11/2019 PRJ	242.08 REF PY1011				WARRANT=101119	RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,683	0	5,683	1,696.88	.00	3,986.12	29.9%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPER	7,168	0	7,168	2,002.21	.00	5,165.79	27.9%
2020/04/040419 10/11/2019 PRJ	286.03 REF PY1011				WARRANT=101119	RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	7,168	0	7,168	2,002.21	.00	5,165.79	27.9%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURA	11,791	0	11,791	3,125.30	.00	8,665.70	26.5%
TOTAL EMPLOYEE INSURANCE	11,791	0	11,791	3,125.30	.00	8,665.70	26.5%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREME	0	0	0	.00	.00	.00	.0%

FOR 2020 04 JOURNAL DETAIL 2020 4 TO 2020 4

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%
510161 DEFERRED COMP							
54741013 510161 DEFERRED COMP	3,714	0	3,714	1,060.50	.00	2,653.50	28.6%
2020/04/040419 10/11/2019 PRJ	151.50 REF PY1011				WARRANT=101119	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,714	0	3,714	1,060.50	.00	2,653.50	28.6%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEAL	743	0	743	212.10	.00	530.90	28.5%
2020/04/040419 10/11/2019 PRJ	30.30 REF PY1011				WARRANT=101119	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	743	0	743	212.10	.00	530.90	28.5%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENS	0	0	0	.00	.00	.00	.0%
TOTAL CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE SUPPLIES	200	0	200	4.43	.00	195.57	2.2%
TOTAL OFFICE SUPPLIES	200	0	200	4.43	.00	195.57	2.2%
520205 UTILITY SERVICES							

FOR 2020 04 JOURNAL DETAIL 2020 4 TO 2020 4

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520205 UTILITY SERVICE	90,000	5,000	95,000	23,607.66	.00	71,392.34	24.9%
2020/04/040399 10/10/2019 API	747.16 VND 001322 VCH		IOWA AMERICAN WAT	210039110856			194362
2020/04/040399 10/10/2019 API	284.81 VND 001322 VCH		IOWA AMERICAN WAT	OCT 1ST PAYMENT			194360
TOTAL UTILITY SERVICES	90,000	5,000	95,000	23,607.66	.00	71,392.34	24.9%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	.00	.00	.00	.0%
TOTAL TRAVEL EXPENSES	0	0	0	.00	.00	.00	.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL SERVI	100	0	100	.00	.00	100.00	.0%
TOTAL TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013 520217 PROFESSIONAL SE	3,000	0	3,000	.00	.00	3,000.00	.0%
54741013 520217 USDA PROFESSIONA	0	0	0	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLD	42,000	10,000	52,000	5,185.27	2,382.90	44,431.83	14.6%
2020/04/040581 10/14/2019 API	-21.40 VND 000003 VCH		P CARD VENDOR	CREDIT FOR INCORRECT CHARGE-SE			

FOR 2020 04

JOURNAL DETAIL 2020 4 TO 2020 4

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520225 MAINTENANCE-BLD							
2020/04/040581 10/14/2019 API	21.40 VND 000003 VCH		P CARD VENDOR		LOCKSMITH -TAX WAS CHARGED IN		
2020/04/040581 10/14/2019 API	20.00 VND 000003 VCH		P CARD VENDOR		LOCKSMITH SERVICES-KEY CUTTING		
2020/04/040591 10/07/2019 API	240.00 VND 000003 VCH		P CARD VENDOR		PEST CONTROL		
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	10,000	52,000	5,185.27	2,382.90	44,431.83	14.6%
520245 PAYMENT TO OTHER AGENCY							
54741013 520245 PAYMENT TO OTHE	0	0	0	.00	.00	.00	.0%
TOTAL PAYMENT TO OTHER AGENCY	0	0	0	.00	.00	.00	.0%
520262 INTERDEPARTMENT SERVICE CHG							
54741013 520262 INTERDEPARTMENT	0	0	0	.00	.00	.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG	0	0	0	.00	.00	.00	.0%
520297 PROJECT EXPENSE							
54741013 520297 PROJECT EXPENSE	20,000	18,488	38,488	14,416.94	8,588.75	15,481.81	59.8%
2020/04/040610 10/17/2019 API	3,773.25 VND 009647 VCH		FEHR GRAHAM & ASSOC		DESIGN SERVICES FOR PACKAGE EX		
TOTAL PROJECT EXPENSE	20,000	18,488	38,488	14,416.94	8,588.75	15,481.81	59.8%
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES	0	0	0	.00	.00	.00	.0%

FOR 2020 04 JOURNAL DETAIL 2020 4 TO 2020 4

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OTHER SUPPLIES & SERVICES	0	0	0	.00	.00	.00	.0%
530303 OPERATING EQUIPMENT							
54741013 530303 USDA OPERATING E	0	0	0	.00	.00	.00	.0%
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPEN	450	0	450	108.03	.00	341.97	24.0%
TOTAL TELEPHONE EXPENSE	450	0	450	108.03	.00	341.97	24.0%
560620 LIABILITY INSURANCE							
54741013 560620 LIABILITY INSUR	1,381	0	1,381	1,381.00	.00	.00	100.0%
TOTAL LIABILITY INSURANCE	1,381	0	1,381	1,381.00	.00	.00	100.0%
560622 DATA PROCESSING							
54741013 560622 DATA PROCESSING	0	0	0	.00	.00	.00	.0%
TOTAL DATA PROCESSING	0	0	0	.00	.00	.00	.0%
560623 FACILITIES MAINTENANCE							
54741013 560623 FACILITIES MAIN	14,850	0	14,850	4,386.75	.00	10,463.25	29.5%

FOR 2020 04 JOURNAL DETAIL 2020 4 TO 2020 4

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL FACILITIES MAINTENANCE	14,850	0	14,850	4,386.75	.00	10,463.25	29.5%
560624 PROPERTY INSURANCE							
54741013 560624 PROPERTY INSURA	530	0	530	530.00	.00	.00	100.0%
TOTAL PROPERTY INSURANCE	530	0	530	530.00	.00	.00	100.0%
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENS	730	0	730	730.00	.00	.00	100.0%
TOTAL WORKERS COMPENSATION INSURANCE	730	0	730	730.00	.00	.00	100.0%
TOTAL PROJECT MANAGEMENT	276,625	33,488	310,113	79,657.11	10,971.65	219,483.74	29.2%
TOTAL LEVEE IMPROVEMENT	276,625	33,488	310,113	79,657.11	10,971.65	219,483.74	29.2%
TOTAL EXPENSES	276,625	33,488	310,113	79,657.11	10,971.65	219,483.74	
GRAND TOTAL	276,625	33,488	310,113	79,657.11	10,971.65	219,483.74	29.2%

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

LEASE AGREEMENT

This duplicate lease and agreement is made and entered into as of the 22nd day of October, 2019, by and between the CITY OF DAVENPORT, an Iowa municipal corporation, through its Riverfront Improvement Commission, (hereinafter Lessor) and M & M Newell, LLC, (hereinafter Lessee) all upon the rents, terms and conditions hereinafter set forth:

WITNESSETH

In consideration of the mutual agreements contained herein, the parties mutually agree to the following terms:

1. PREMISES.

1.1. Lessor, for valuable consideration as stated in paragraph 3, hereby leases to Lessee 7,988 square feet of real estate generally situated on the south side of the 1300 Block of East River Drive, including the vacated half of College Avenue right-of-way extended, and east of College Avenue extended, all south of River Drive in the City of Davenport, Scott County, Iowa. Said premises are shown and legally described on the attached plat and Legal Description marked Exhibit "A", hereby incorporated by reference as an integral part of this Lease Agreement.

2. TERM.

2.1. This Lease shall commence on the 1st day of November, 2019 and shall run month-to-month until the new agreement is approved.

3. RENT.

3.1. Lessee covenants to pay to Lessor for the term of this Lease an amount equal to one-twelfth ($225.00) of the annual rental of $2,700.00 due at City Hall, 226 West Fourth Street, Davenport, Iowa, on the 1st day of each month of each rental year, without demand and in advance. Rent payments shall be made payable to the City of Davenport Riverfront Improvement Commission. Rental payments not made when due shall draw interest at the rate of 5% per month until paid.

4. GENERAL USE OF PREMISES.

4.1. The premises shall be only used for a parking lot or parking ramp for vehicles which shall include the parking, storage, egress and ingress of vehicles as well as other similar related activity. Any other purpose other than specified is prohibited unless Lessee obtains the prior written consent of Lessor.

4.2. Lessee shall be responsible for the payment of all utility and operating expenses during the term of this Lease agreement.

4.3. Lessee shall maintain the leased premises in good repair and shall keep the premises clean and free of debris.

4.4 Lessee takes and accepts the premises as they are on the date of this Lease. Lessor and Lessee acknowledge that a municipal storm sewer exists beneath the leased premises, and that neither Lessor nor Lessee is responsible to maintain municipal storm sewer systems. In addition, a short drainage pipe connects to the municipal storm sewer from the east parking lot on the leased property, which is private, according to municipal engineers. Lessee will maintain the opening to the parking lot drain so inflow to the municipal storm system is not impaired by surface debris. Lessor shall not be responsible in any manner, under any circumstances, for the flow of water over, across, through or under the leased premises resulting in any flooding of the premises, nor from any damage by fire caused by any sparks or coals from cranes or locomotives.

4.5. Lessee shall not use the premises for any purpose which creates a public or private nuisance.

5. CONSTRUCTION OF PARKING RAMP.

5.1. Lessee is expressly permitted to construct and maintain a parking ramp and access drive on the leased premises. Lessor shall approve the plans and specifications for the parking ramp prior to construction. All expenses for this construction shall be the Lessee's. Any material change in the parking ramp or addition of other improvements, fixtures or appurtenances shall be approved by Lessor in writing prior to erection.

6. REAL ESTATE RESERVATIONS.

6.1. Lessor shall have the right to enter the leased premises for the purpose of construction, reconstruction, operation or maintenance of any and all sewer lines located or to be located upon the leased premises by Lessor. Lessor shall restore this area to its original condition after completion of the project.

7. EASEMENTS.

7.1. Lessor shall provide Lessee with easements rights which Lessor has for the purpose of locating sewer, water, electricity or gas lines. All costs for providing these easements shall be the Lessee's.

7.2. Lessor specifically grants to Lessee a sanitary sewer easement across, through and under a certain portion of the leased premises. Said grant of easement, including the legal description, is stated in the Grant of Easement, labeled Exhibit "B" and hereby incorporated as an integral part of this agreement.

8. ASSIGNMENT AND SUBLETTING.

8.1. Only upon the prior written consent of Lessor, shall the Lessee be allowed to assign, transfer, mortgage, pledge, encumber or sublet the premises, in whole or in part. Lessor shall not unreasonably withhold said consent to the Lessee.

9. HOLD HARMLESS AND INSURANCE.

9.1. Lessee agrees to defend at its own expense, in the name and on behalf of the Lessor, and shall indemnify and save harmless the Lessor from any and all claims, suits, losses, damages, costs or expenses, whether caused or contributed by the negligence of the Lessor, 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 of or arising out of the Lease of the leased premises to the Lessee or its use of the leased premises. However, the Lessee shall not be obligated to defend indemnify and save harmless the Lessor for any costs or damages arising from the sole negligence of the Lessor. The duty of the Lessee to defend, save harmless and indemnify the Lessor shall extend to officers, employees, and agents of the Lessor to the extent the Lessor is obligated to defend, save harmless and indemnify by law.

9.2. Lessee further agrees to obtain liability insurance in amounts of not less than $500,000.00 per incident and $1,000,000.00 aggregate, which shall specifically cover the leased premises, and Lessee covenants that it will name the Lessor as an additional insured and deliver copies of said insurance policy and certificate naming the Lessor as additional insured to the Secretary of the Davenport Riverfront Improvement Commission and the City Legal Department.

10. TERMINATION OF LEASE AND DEFAULTS OF LESSEE.

10.1. This Lease shall terminate without notice upon the expiration of the demised term, subject to the terms of Paragraph 2.

10.2. Upon default by the Lessee in the payment of rental, upon Lessee's insolvency or bankruptcy, upon Lessee's abandonment of the premises, or upon any other default by Lessee in accordance with the terms and provisions of this Lease, this Lease may be cancelled by Lessor, who shall retake possession of the real estate, provided, however, Lessor shall give Lessee a written notice specifying the default, or defaults, and stating this Lease will be cancelled and forfeited sixty (60) days after the giving of such notice, unless such default, or defaults, are remedied within said 60 day period. This condition and the time of remedy are declared to be an essential element of this Lease.

10.3. Waiver as to any default in the terms of this Lease shall not constitute a waiver of any subsequent default or defaults.

11. GENERAL TERMS.

11.1. Lessor shall have the right, from 8:00 A.M. to 5:00 P.M. daily, to enter upon and inspect the leased premises in such a manner so as not to interfere with lessee's use, provided that Lessor has given Lessee twenty-four (24) hours prior notice of such inspection.

11.2. The parking ramp, and access drive, and all other fixtures upon the legally described area stated in paragraph 1 at the expiration of the term of this Lease shall become the property of Lessor if said Lease is not renewed.

11.3. Lessee shall not use or permit or allow any other person or organization to use the premises or any other part of it for any unlawful purpose.

11.4. Lessee shall procure and maintain all fees and charges in connection with any permits, licenses or other qualifications required by law.

11,5. Lessee shall fully comply with all laws, regulations and ordinances required for the lawful use of the premises.

11.6. The sole relationship created by this Lease is that of landlord to tenant. Lessee is an independent contractor. No Employer-employee, master-servant or principal-agent relationship is created.

11.7. Lessee shall be responsible for the payment of all taxes of any kind which may be levied against Lessee's personal property or arising out of lessee's operations including upon the parking ramp or improvements thereto.

11.8. Lessee, as part of the consideration, agrees that no person, on the grounds of race, color, sex, creed, age, disability or national origin will be excluded from the use of the facilities offered by lessee on the demised premises or excluded from any services offered by Lessee from the adjacent premises.

11.9. Lessee is prohibited from erecting advertising signs upon the premises except with the prior written approval of Lessor. However, with Lessor's consent, lessee may erect small signs in the parking ramp designating parking spaces and pertaining to traffic control. Said consent shall not be unreasonably withheld.

11.10. This Lease shall be construed according to the laws of the State of Iowa.

11.11. If any part of this Agreement is determined to be void or unenforceable, the remaining paragraphs of this Agreement shall nevertheless remain in full force and effect.

11.12. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

11.13. Nothing in this Lease Agreement shall be construed to grant the Lessee or authorize the granting of a franchise or other exclusive right to conduct any particular business

and the Lessor expressly reserves the right to lease any other property and facilities to other persons or companies to conduct a similar or competitive business.

11.14. The remedies of the Lessor as contained in this Lease shall be cumulative and no one of them shall be exclusive as to another.

11.15. This Lease supercedes and cancels all other agreements between the parties regarding the leased premises.

12. NOTICES.

12.1. Whenever any notice is required, it shall be in writing by certified mail, return receipt requested, and addressed as follows:

Lessor

Secretary, Davenport Riverfront Improvement Commission
City of Davenport
City Hall
226 West Fourth Street
Davenport, IA 52801

Lessee

Molly Arp Newell
M & M Newell, LLC
2312 East 11th Street
Davenport, IA 52803-3701

IN WITNESS WHEREOF, this Agreement has been made and executed the day and year first above written.

LESSOR, DAVENPORT RIVERFRONT
IMPROVEMENT COMMISSION,
CITY OF DAVENPORT, IOWA

_____

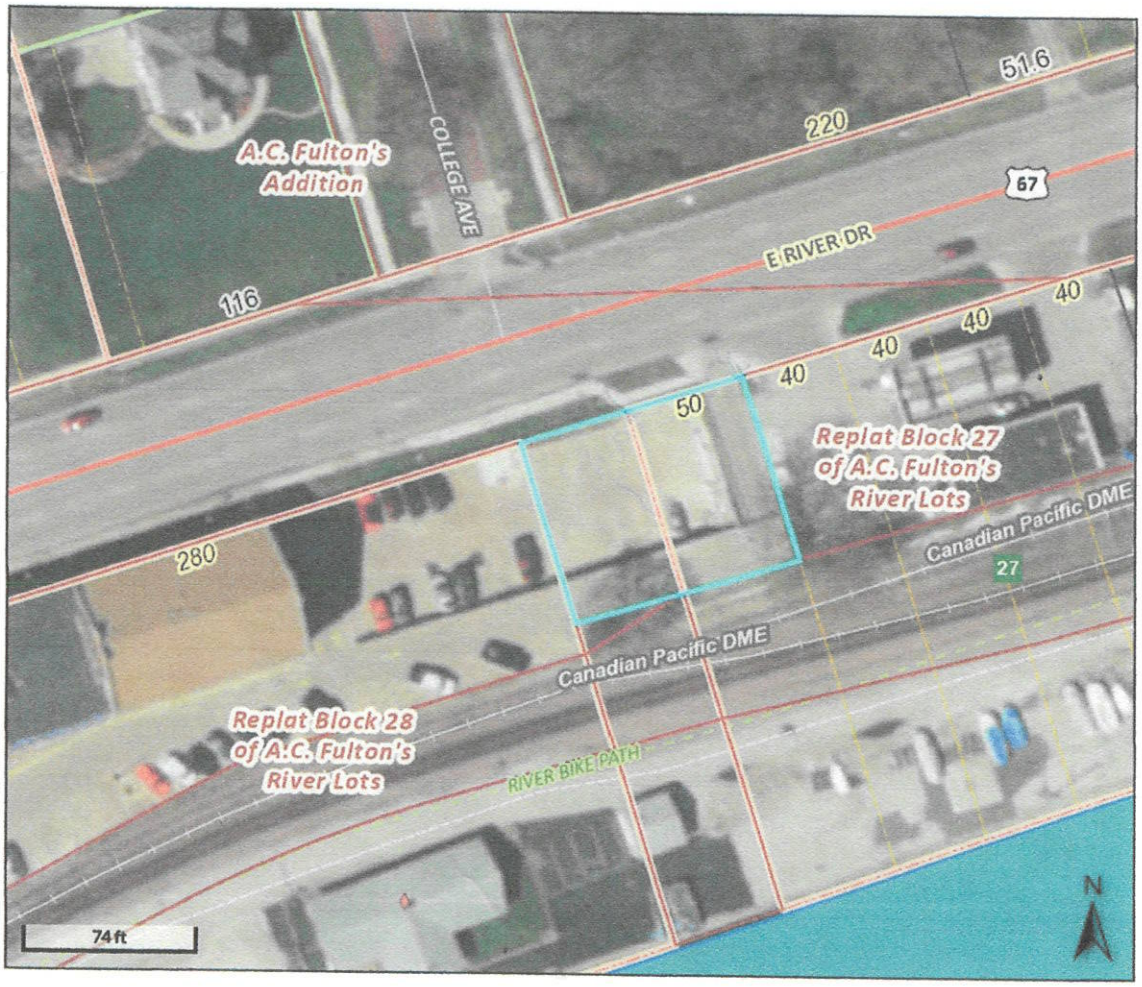
Chair, Davenport Riverfront Improvement Commission

M & M NEWELL, LLC

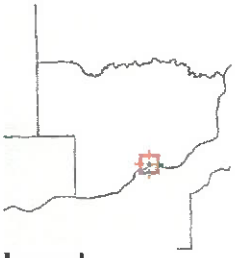
_____

Molly Arp Newell

Scott County / City of Davenport, Iowa



Overview



Legend

- Parcels
- Parcel Point
- Subdivision
- Block
- Lot Lines
- Political Township

All Roads

- Interstate
- US Highway
- State Highway
- County Route
- Major road
- Local roads
- Ramp
- Alleyway/Access Road
- Bike/Pedestrian Trail
- Driveway
- Rights of Way
- Railroad
- County Boundary

Major Rivers and Streams

- River Centerline
- River Boundary
- Major Stream

Minor Streams, Other

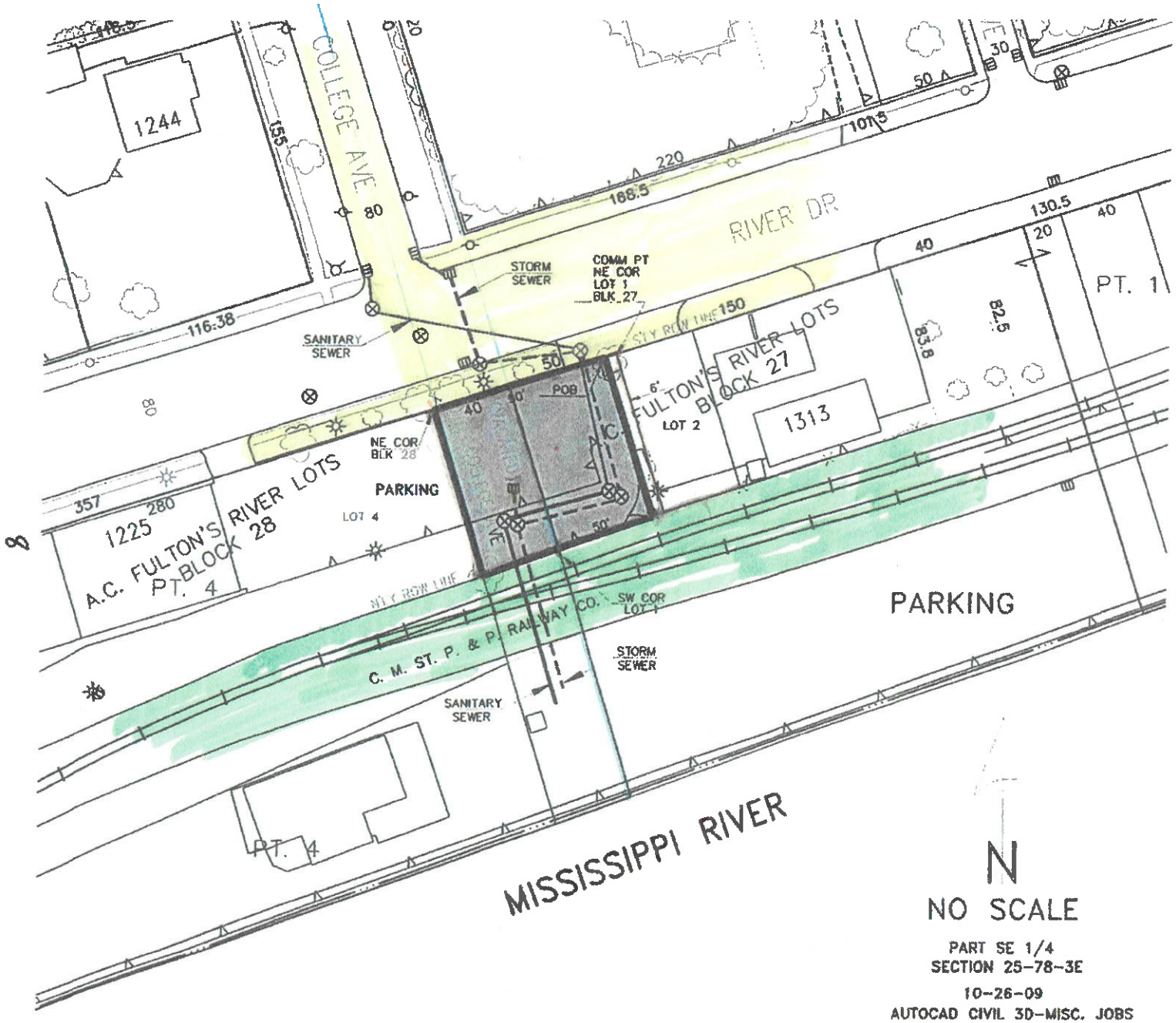
- Minor Stream
- Small Lake/Pond
- Drainageways, etc
- Island

Major Rivers and Lake

- Lake
- Major Stream
- River

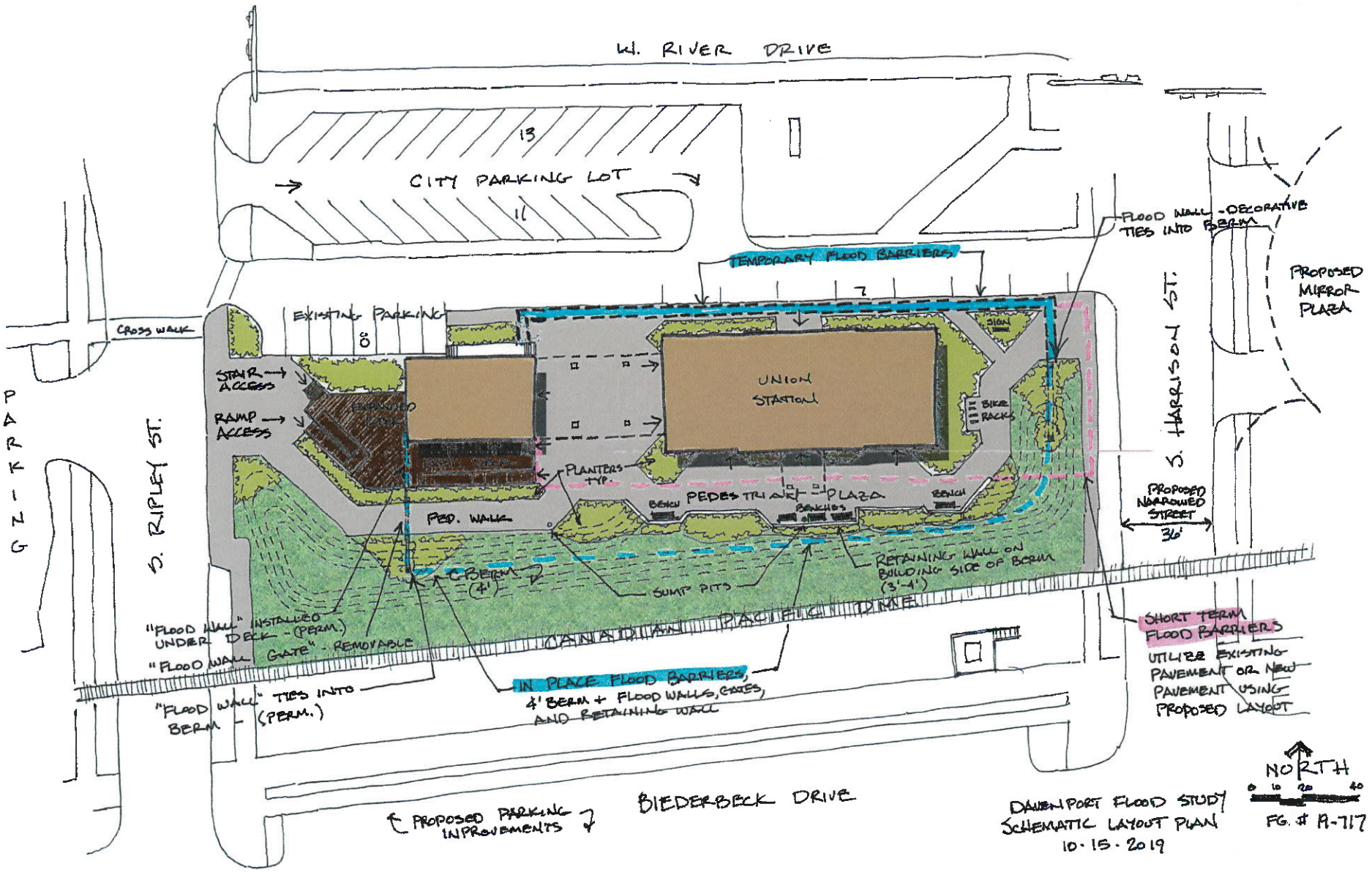
Minor Lakes and Ponds

9/24/19



NOTE: NO FIELD VERIFICATION OF STORM OR SANITARY SEWER'S. PLOTTED USING ENGINEERING GIS MAP.

W.K. 8/26/19



DAVENPORT FLOOD STUDY
SCHEMATIC LAYOUT PLAN
10-15-2019

FG. # A-717

To: Riverfront Improvement Commission

From: Steve Ahrens
Executive Officer

Date: October 22, 2019

RE: 2020 Meeting Calendar

All regular meetings are scheduled for the dates (Fourth Tuesday) listed below at 5:30 p.m. in City Hall Council Chambers.

January 28
February 25
March 24
April 28
May 26
June 23
July 28
August 25
September 22
October 27
November 24
December 22