

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, OCTOBER 24, 2017; 5:30 PM

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

I. Call to Order

- A. Officer Elections - ACTION

II. Approval of Minutes

- A. Approve Minutes from the September 26, 2017 regular meeting and the October 10, 2017 joint special meeting with the Parks Advisory Board - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. Nostalgia Farms Fresh Deli - ACTION
- B. Front Street Brewery - ACTION
- C. Generosity Coaching - DISCUSSION
- D. Freight House Farmer's Market Addendum - DISCUSSION/ACTION

V. Projects

- A. Riverfront Miniature Golf Course - DISCUSSION/ACTION
- B. Freight House Leasing Opportunities - ACTION
- C. Levee Inn - DISCUSSION

VI. Staff Report

- A. Parks and Recreation Advisory Board Report

VII. Other Business

- A. Public With Business

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, November 28, 2017 at 5:30 p.m.

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Officer Elections - ACTION

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 1:49 PM

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:

Approve Minutes from the September 26, 2017 regular meeting and the October 10, 2017 joint special meeting with the Parks Advisory Board - ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	RICMinutesSEP/OCT

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 1:53 PM

Riverfront Improvement Commission
and Parks and Recreation Advisory Board

JOINT SPECIAL MEETING
Front Street Brewery Storage/Meeting area
Freight House, Riverfront, Davenport, IA

Minutes
October 10, 2017

Present: Mayor Klipsch, Bill Ashton, Dee Bruemmer, Shelley Chambers, Bill Churchill, Frank Clark, Karin Elftmann-Gross, Karl Rhomberg, and Pat Walton; Wendy Peterson, Richard Thomas, Steve Duffy, Kris Woodard, Jerry Coiner, Kim Knoth, Leah Spratt, Maureen Lemek, Ryan Roberson, Tegan Bitting, and Willo Salter.

Others Present: Ald. Rita Rawson, Council Liaison; Roby Smith and Mike Clark, QC River Bandits; Scott Hock and Parks Staff; Brandon Wright, City Finance Director; Wayne Wille, CPED; Devan Patel, QC Times; Multiple media outlets; a Citizen; and Steve Ahrens, Riverfront Improvement Commission.

Parks Board Chairman, Richard Thomas, and Riverfront Improvement Commission Vice Chairman, Pat Walton, called the meeting to order at 12:01 p.m.

Projects

After introductions for both groups, Thomas and Walton opened the floor for discussion about a proposed miniature golf course on the riverfront, located at the base of the Modern Woodman Park Ferris Wheel adjacent to the riverfront trail and west of (behind) the LeClaire park bandshell. City Finance Director Brandon Wright suggested that Board & Commission members offer direction to city staff on the approach to consideration of the Main Street Baseball, L.L.C. proposal. The discussion included such items as: changes to the proposal since the initial presentation to the Parks Board earlier this summer, accessibility issues, topography dimensions, fencing height, and floodway concerns, lease structure, and approval procedural issues.

The meeting was adjourned at 12:25p.m. Commissioners and Board members adjourned to the proposal area in LeClaire Park for an onsite inspection of the proposal area. River Bandits Co-owner, Roby Smith, and River Bandits Assistant Manager for Amusements Mike Clark, led the group on a walking tour of the site. Commissioners, Board members and Petitioners shared dialogue during the tour.

Both the Riverfront Improvement Commission and the Parks Advisory Board will further discuss the proposal at their next scheduled meetings.

Other Business

With no public with business to present, and with no further business, the meeting was adjourned at 12:25 p.m. from the Freight House prior to the walking tour.

Karl Rhomberg, Secretary
Courtney Jones, Secretary

Riverfront Improvement Commission
Minutes
September 26, 2017

Present: Mayor Klipsch, Bill Ashton, Dee Bruemmer, Shelley Chambers, Bill Churchill, Frank Clark, Karin Elftmann-Gross, Kelli Grubbs, Carolyn Ontiveros, Karl Rhomberg, Mike Veal, and Pat Walton

Others Present: Ald. Rita Rawson, Ald. Kyle Gripp, Council Liaisons; Joe Taylor, QCCVB; Wendy Peterson, Parks & Recreation Board; Dave Heller and Mike Clark, QC River Bandits; Pat Driscoll, City Communications; Devan Patel, QC Times; Bailey Dietz, KWQC-TV; Numerous Citizens; and Steve Ahrens, Riverfront Improvement Commission

Mayor Klipsch called the meeting to order at 5:30 p.m. Ashton moved to approve the minutes of the August 22 regular meeting. Chambers seconded the motion and it carried. Following introductions of Commissioners, Mayor Klipsch outlined the leadership transition for the Commission with plans to seat the new members at today's meeting, which he will chair. At the October meeting, the Mayor will oversee the election of officers, and will turn the meeting over to the newly-elected chair at that time.

Finance

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

Projects

Ahrens introduced Dave Heller with the QC River Bandits, who provided the Commission with a presentation regarding a proposed miniature golf course on the riverfront, located at the base of the Ferris Wheel. Following Heller's presentation, Commission discussion included: accessibility issues, topography and floodway concerns, cleanliness of the area, lease structure, and approval procedural issues. The Commission, along with the Parks Advisory Council, will hold a special joint meeting at noon on October 10 at the Freight House for an onsite inspection of the proposal area. Following that meeting, the Commission will consider the proposal at its regular meeting on October 24.

Leases

Staff reviewed the proposed agreement after reaching out to Nestle Purina about interest in the West River Drive semi-trailer drop lot. Once Kraft concludes its use of the lot by year's end, Nestle Purina will become the new tenant in a three-year agreement. In the meantime, beginning on October 1, Kraft will pay \$1,000/month. Ashton moved to approve the agreement. Walton seconded the motion and it carried, with Clark abstaining.

Having previously reviewed the draft lease renewal with the Mississippi Valley Blues Society for a single office suite at Union Station, Rhomberg moved to approve the agreement. Ashton seconded the motion and it carried, with Walton abstaining.

The Commission was presented with the proposed lease renewal agreement for Nostalgia Farms Fresh Deli at the Freight House. The Commission will consider its approval at the next meeting.

The Commission also reviewed the proposed lease renewal agreement for Front Street Brewery at the Freight House. The Commission will consider its approval at the next meeting.

Staff Report

Parks and Recreation Advisory Council Report – Vice Chair Wendy Peterson provided a report, which covered a number of park projects underway, including the group's continued work on its facilitated visioning process and prioritization of the FY19 CIP Parks Budget.

Ahrens provided updates on a variety of topics, including:

- Riverfront mini-golf presentation – October 10 joint meeting with Parks
- December 19 Regular Meeting
- Union Station Request for Proposals “on the street”
- Genesis \$2,500 2018 Summer Concert Series Sponsorship
- RDA grant application for kayak launches
- New City website launch
- Volunteers from the Commission requested for a Liaison to Parks Advisory Council and to the Freight House Farmer's Market Board of Directors

Other Business

Following numerous individuals from the public speaking favorably about the proposed riverfront miniature golf course, and with no further business, the meeting was adjourned at 7:25 p.m.

Karl Rhomberg, Secretary

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	OCT17Disbursements

REVIEWERS:

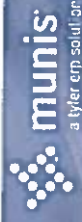
Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 1:56 PM

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	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	35,856.00 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	15,758.31 Renew
4 MidAmerican Co.	6,000.00									3,900.00			6,000.00
5 Lake Davenport Sailing Club							5,000.00						3,900.00
6 LPBC/Lindsay Park Boat Club							2,500.00						5,000.00
7 CHS, Inc / Harvest States Coop	2,500.00			2,500.00						2,500.00			10,000.00
8 One River Place	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	2,700.00
9 Driftwood	1,566.98	1,443.64	1,220.97	788.69	584.11	523.73	352.76	531.48	554.90	765.98	1,114.80	1,428.67	10,856.71
10 River's Edge												2,500.00	2,500.00
11 Union Station	2,583.33	2,583.33	2,583.33										7,749.99
12 MVBS-Union Station	160.00	160.00	160.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	2,010.00
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	10,600.00
14 Marine Specialties	2,500.00	2,500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	15,000.00
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 Nesle - SemiParkingLot	675.00	675.00	675.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	11,025.00
19 Nordby - Generosity Coaching	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00 Renew
20 Package Express													0.00
Subtotal	27,054.05	18,198.09	16,066.11	15,662.14	12,616.04	12,371.32	19,775.47	12,704.40	12,732.19	19,682.42	13,935.16	17,059.70	197,857.09
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	27,054.05	18,198.09	16,066.11	15,662.14	12,616.04	12,371.32	20,775.47	12,704.40	12,732.19	19,682.42	13,935.16	17,059.70	198,857.09

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City of Davenport
YTD REPORT



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FOR 2018 04

JOURNAL DETAIL 2018 3 TO 2018 3

	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	-103,380.89	.00	-126,619.11	44.9%
480690 MISCELLANEOUS	-42,000	0	-42,000	-8,174.93	.00	-33,825.07	19.5%
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	-111,555.82	.00	-195,759.18	36.3%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	71,400	0	71,400	19,607.84	.00	51,792.16	27.5%
510120 RETIREMENT-FICA	5,462	0	5,462	1,555.75	.00	3,906.25	28.5%
510130 RETIREMENT-IPERS	6,569	0	6,569	1,750.98	.00	4,818.02	26.7%
510140 EMPLOYEE INSURANCE	10,300	0	10,300	2,598.81	.00	7,701.19	25.2%
510161 DEFERRED COMP	3,570	0	3,570	980.42	.00	2,589.58	27.5%
510162 RETIREMENT HEALTH SAVINGS	714	0	714	196.07	.00	517.93	27.5%
520201 OFFICE SUPPLIES	200	0	200	10.44	.00	189.56	5.2%
520205 UTILITY SERVICES	75,000	0	75,000	25,246.77	.00	49,753.23	33.7%
520210 TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%
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	9,760.00	5,130.15	27,109.85	35.5%
520297 PROJECT EXPENSE	20,000	0	20,000	7,727.00	500.00	11,773.00	41.1%
560606 TELEPHONE EXPENSE	450	0	450	123.77	.00	326.23	27.5%
560623 FACILITIES MAINTENANCE	14,050	0	14,050	3,091.02	.00	10,958.98	22.0%
TOTAL PROJECT MANAGEMENT	254,815	0	254,815	72,673.87	5,630.15	176,510.98	30.7%
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	-38,881.95	5,630.15	33,251.80	100.0%
TOTAL REVENUES	-307,315	0	-307,315	-111,555.82	.00	-195,759.18	
TOTAL EXPENSES	307,315	0	307,315	72,673.87	5,630.15	229,010.98	

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City of Davenport
MONTHLY DETAIL REPORT



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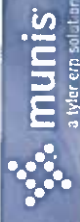
FOR 2018 04

JOURNAL DETAIL 2018 4 TO 2018 4

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALARIES	71,400	0	71,400	19,607.84	.00	51,792.16	27.5%
2018/04/040557 10/13/2017 PRJ	2,801.12 REF PY1013				WARRANT=101317	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	71,400	0	71,400	19,607.84	.00	51,792.16	27.5%
510102 PART TIME SALARIES							
54741013 510102 PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
54741013 510102 USDA PART TIME SALA	0	0	0	.00	.00	.00	.0%
TOTAL PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
510103 TEMPORARY SALARIES							
54741013 510103 TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
TOTAL TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
510105 OVERTIME PAY							
54741013 510105 OVERTIME PAY	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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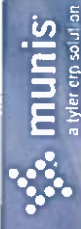
FOR 2018 04

JOURNAL DETAIL 2018 4 TO 2018 4

	ORIGINAL APPROP	TRANSFRS/ 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	5,462	0	5,462	1,555.75	.00	3,906.25	28.5%
2018/04/040557 10/13/2017 PRJ	222.00 REF PY1013					WARRANT=101317 RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-FICA	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,462	0	5,462	1,555.75	.00	3,906.25	28.5%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPERS	6,569	0	6,569	1,750.98	.00	4,818.02	26.7%
2018/04/040557 10/13/2017 PRJ	250.14 REF PY1013					WARRANT=101317 RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-IPERS	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	6,569	0	6,569	1,750.98	.00	4,818.02	26.7%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURANCE	10,300	0	10,300	2,598.81	.00	7,701.19	25.2%
TOTAL EMPLOYEE INSURANCE	10,300	0	10,300	2,598.81	.00	7,701.19	25.2%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2018 04

JOURNAL DETAIL 2018 4 TO 2018 4

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%
510161 DEFERRED COMP							
54741013 510161 DEFERRED COMP	3,570	0	3,570	980.42	.00	2,589.58	27.5%
2018/04/040557 10/13/2017 PRJ	140.06 REF PY1013				WARRANT=101317	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,570	0	3,570	980.42	.00	2,589.58	27.5%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH	714	0	714	196.07	.00	517.93	27.5%
2018/04/040557 10/13/2017 PRJ	28.01 REF PY1013				WARRANT=101317	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	714	0	714	196.07	.00	517.93	27.5%
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	10.44	.00	189.56	5.2%
TOTAL OFFICE SUPPLIES	200	0	200	10.44	.00	189.56	5.2%
520205 UTILITY SERVICES							

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2018 04

JOURNAL DETAIL 2018 4 TO 2018 4

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520205 UTILITY SERVICES	75,000	0	75,000	25,246.77	.00	49,753.23	33.7%
2018/04/040177 10/05/2017 API	1,329.62 VND 001322 VCH		IOWA AMERICAN WAT	OCTOBER 2017 PAYMENT 1			167254
TOTAL UTILITY SERVICES	75,000	0	75,000	25,246.77	.00	49,753.23	33.7%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%*
TOTAL TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
TOTAL TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013 520217 PROFESSIONAL SERVI	5,000	0	5,000	.00	.00	5,000.00	.0%
54741013 520217 USDA PROFESSIONAL S	0	0	0	.00	.00	.00	.0%
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	9,760.00	5,130.15	27,109.85	35.5%
2018/04/040116 10/05/2017 API	1,599.00 VND 019716 VCH		WULFS SEPTIC	GREASE TRAP CLEANING- FREIGHT			167394
2018/04/040823 10/19/2017 API	80.00 VND 024588 VCH		PREMIER PEST MGT SVS	PEST MANAGEMENT FREIGHT HOUSE			167878

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2018 04

JOURNAL DETAIL 2018 4 TO 2018 4

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	9,760.00	5,130.15	27,109.85	35.5%
520245 PAYMENT TO OTHER AGENCY							
54741013 520245 PAYMENT TO OTHER A	0	0	0	.00	.00	.00	.0%
TOTAL PAYMENT TO OTHER AGENCY	0	0	0	.00	.00	.00	.0%
520262 INTERDEPARTMENT SERVICE CHG							
54741013 520262 INTERDEPARTMENT SE	0	0	0	.00	.00	.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG	0	0	0	.00	.00	.00	.0%
520297 PROJECT EXPENSE							
54741013 520297 PROJECT EXPENSE	20,000	0	20,000	7,727.00	500.00	11,773.00	41.1%
TOTAL PROJECT EXPENSE	20,000	0	20,000	7,727.00	500.00	11,773.00	41.1%
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%

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2018 04

JOURNAL DETAIL 2018 4 TO 2018 4

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPENSE	450	0	450	123.77	.00	326.23	27.5%
TOTAL TELEPHONE EXPENSE	450	0	450	123.77	.00	326.23	27.5%
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	3,091.02	.00	10,958.98	22.0%
TOTAL FACILITIES MAINTENANCE	14,050	0	14,050	3,091.02	.00	10,958.98	22.0%
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	72,673.87	5,630.15	176,510.98	30.7%

10/18/2017 14:43
sahrens

City of Davenport
MONTHLY DETAIL REPORT



P 7
glytdbud

FOR 2018 04

JOURNAL DETAIL 2018 4 TO 2018 4				AVAILABLE BUDGET		PCT USED	
	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES		
TOTAL LEVEE IMPROVEMENT	254,815	0	254,815	72,673.87	5,630.15	176,510.98	30.7%
TOTAL EXPENSES	254,815	0	254,815	72,673.87	5,630.15	176,510.98	
GRAND TOTAL	254,815	0	254,815	72,673.87	5,630.15	176,510.98	30.7%

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

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Nostalgia Farms Fresh Deli - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	NostalgiaFarmsDeliLease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 1:58 PM

1

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 24th day of October, 2017 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Nostalgia Farms Market Inc., hereinafter designated as "Tenant."

1. LEASED PREMISES

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

The Freight House complex, first floor at 421 West River Drive, Davenport, Scott County, Iowa, to include 1,000 square feet as shown on the attached floor plan, marked Exhibit A, and made a part hereof, hereinafter referred to as "Leased Premises."

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

2. TERM

A. The term of this Lease shall be for a period of Twenty-Four (24) Months, which begins on November 1, 2017 and shall terminate on October 31, 2019.

B. There shall be regular check-in points between the Landlord and the Tenant regarding the status of the business operations.

3. RENTAL

A. Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises the following sum: Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$833.33) paid on a monthly basis. In addition to the \$10 per square foot of leased space, 4% of gross sales will be collected on a monthly basis, minus alcohol sales. 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. The Tenant has non-exclusive access to the Freight House parking lot, located to the south of the complex. It is intended that all tenants and related uses will work with the Landlord to accommodate needs.

4. PAYMENT OF RENTAL

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

5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises for the operation of a Deli, specializing in local products 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. FIRE INSURANCE

The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building that the leased premises are located in.

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Tenant shall hold The City of Davenport (Landlord) harmless and indemnify to the fullest extent allowed by law, from any damage or injury to any person arising from the use of the Leased Premises by the Tenant, or from failure of the Tenant to keep the Leased Premises in good condition and repair as herein provided. The Tenant shall not be responsible for damage or injury caused by the Landlord's negligence.

B. During the entire term of this Lease, the Landlord and Tenant, at their sole costs and expense will each keep their respective property interests in the Leased Premises and their liability interests reasonably insured against hazard and casualty and against claims for personal injury, death, or property on the Leased Premises and reasonably insured against hazard and casualty against claims for personal injury, death, or property damage occurring in, upon, or about the Leased Premises. Tenant's policy shall name the Landlord as a certificate holder and identify the Landlord in the Description of Operations as an "additional insured".

Neither party hereto will do or omit the doing of any act which would invalidate either insurance policy. The Landlord and Tenant agree to provide evidence of the issuance of each respective policy to the other within Ten (10) Days after the commencement of this Lease the Landlord shall be notified in writing at least Thirty (30) Days prior to the cancellation of the Tenant's policy. The Tenant shall have, as a minimum, the following insurance:

(1) Commercial General Liability

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

(2) Excess Liability Umbrella Form \$1,000,000

The insurance required above under commercial general liability above shall be Primary insurance and non-contributory.

(3) Provide proof of dram shop coverage with outside service area.

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

8. ALTERATIONS

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

9. MAINTENANCE AND SANITATION

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

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

10. SURRENDER OF LEASED PREMISES

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

11. FIXTURES

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

12. TENANT IMPROVEMENTS

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

13. FREE FROM LIENS

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

14. ABANDONMENT

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

15. SIGNS AND ADVERTISING MATERIALS

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

16. EXTERIOR LIGHTING

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

17. UTILITIES

The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant also shall pay all charges for telephone and internet 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. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

18. ENTRY AND INSPECTION

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

B. In the event of a destruction of the Leased Premises or the building containing the same during said term which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this

Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Leased Premises. Further, in the event of flooding, rent shall be abated during that time period the leased premises are declared to be unfit for occupancy by any authorized public authority.

20. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any 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.

21. DEFAULT, RE-ENTRY REMEDIES

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

22. DEFAULT, COSTS, AND ATTORNEY FEES

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

23. SALE OF LEASED PREMISES BY LANDLORD

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

24. REIMBURSEMENT

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

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

25. WAIVER

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

26. SUCCESSORS IN INTEREST

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

27. PARTIAL INVALIDITY

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

28. TIME

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

29. EMINENT DOMAIN

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

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

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

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

30. MISCELLANEOUS

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

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

C. The Tenant is hereby provided the exclusive use of the space agreed to on the first floor of the Freight House 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.

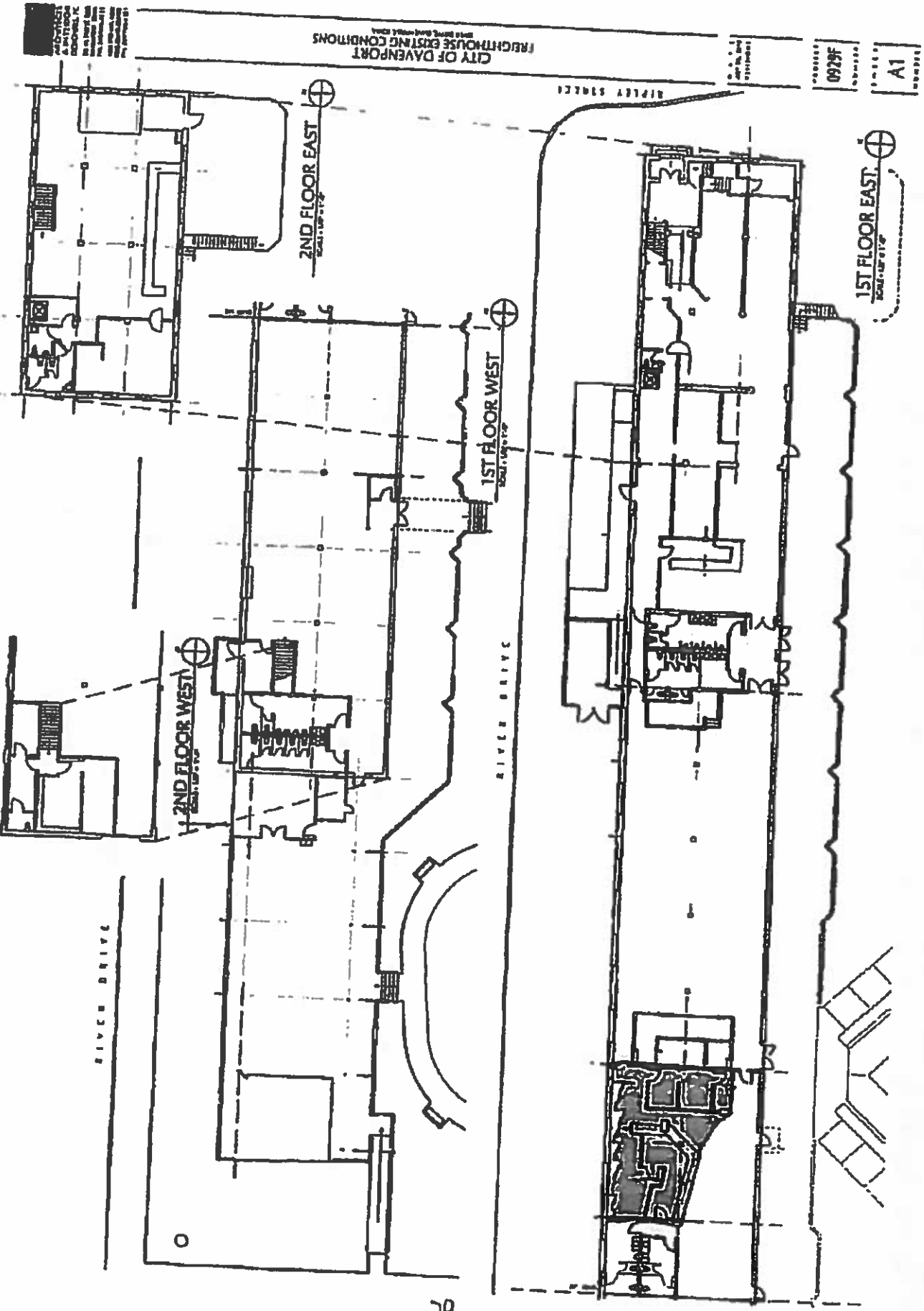
IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above written.

**NOSTALGIA FARMS
MARKET INC.**

**RIVERFRONT IMPROVEMENT
COMMISSION**

Date: _____

Date: _____



CITY OF DAVENPORT
FREIGHTHOUSE EXISTING CONDITIONS
DATE: 1978-08-01
DRAWN BY: J. L. HARRIS
CHECKED BY: J. L. HARRIS
APPROVED BY: J. L. HARRIS

0929F
A1

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Front Street Brewery - ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	FrontStBreweryLease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 2:00 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 24th day of October, 2017 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Front Street Brewery Inc., hereinafter designated as "Tenant."

1. LEASED PREMISES

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

The Freight House complex, first floor at 421 West River Drive, Davenport, Scott County, Iowa, to include 1,500 square feet (39' x 37' plus 57sf) as shown on the attached floor plan, marked Exhibit A, and made a part hereof, hereinafter referred to as "Leased Premises."

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

2. TERM

A. The term of this Lease shall be for a period of Thirty-Six (36) Months, and shall have possession on November 1, 2017 and shall terminate on October 31, 2020. The Tenant shall have the right of first refusal upon exercising renewal to lease the subject premise.

B. There shall be regular check-in points between the Landlord and the Tenant regarding the status of the business operations.

3. RENTAL

A. Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises according to the following schedule. A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Fifteenth (15th) day of the month.

B. For the first through the twelfth (12) months of this lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	<u>Annual</u>	<u>Per month</u>
Month 1 – 12	\$16,872.00	\$1,406.00

Rent shall increase by 4.0% per year as follows:

	<u>Annual</u>	<u>Per month</u>
Month 13 – 24	\$17,544.00	\$1,462.00
Month 25 – 36	\$18,240.00	\$1,520.00

C. The Tenant has non-exclusive access to the Freight House parking lot, located to the south of the complex. It is intended that all tenants and related uses will work with the Landlord to accommodate needs.

4. PAYMENT OF RENTAL

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

5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises for the operation of a Brew House 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 be allowed to place a silo related to business operations next to the rail car and along the north façade of the building.

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

6. FIRE INSURANCE

The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building that the leased premises are located in.

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Tenant will hold the Landlord exempt and harmless from any damage or injury to any person arising from the use of the Leased Premises by the Tenant, or from failure of the Tenant to keep the Leased Premises in good condition and repair as herein provided. The Tenant shall not be responsible for damage or injury caused by the Landlord's negligence.

B. During the entire term of this Lease, the Landlord and Tenant, at their sole costs and expense will each keep their respective property interests in the Leased Premises and their liability interests reasonably insured against hazard and casualty and against claims for personal injury, death, or property on the Leased Premises and reasonably insured against hazard and casualty against claims for personal injury, death, or property damage occurring in, upon, or about the Leased Premises. Tenant's policy shall name the Landlord as a certificate holder and identify the Landlord in the Description of Operations as an "additional insured".

Neither party hereto will do or omit the doing of any act which would invalidate either insurance policy. The Landlord and Tenant agree to provide evidence of the issuance of each respective policy to the other within Ten (10) Days after the commencement of this Lease the Landlord shall be notified in writing at least Thirty (30) Days prior to the cancellation of the Tenant's policy. The Tenant shall have, as a minimum, the following insurance:

(1) Commercial General Liability

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

(2) Excess Liability Umbrella Form \$1,000,000

The insurance required above under commercial general liability above shall be Primary insurance and non-contributory.

(3) Provide proof of dram shop coverage with outside service area.

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

Waiver of Subrogation - Landlord and Tenant each hereby release the other from liability for damage or destruction to the Leased Premises and the improvements located on the Property, whether or not caused by acts or omissions of the other party; provided, however, such release shall only be in force and effect in respect of damage or destruction normally covered by standard policies of fire insurance with extended coverage (whether or not such coverage is in effect). Each party shall cause its fire insurance policies to contain a provision whereby the insurer either waives any right of subrogation against the other party or agrees that such a release shall not invalidate the insurance, whichever is obtainable.

8. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alterations, 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.

9. MAINTENANCE AND SANITATION

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

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

10. SURRENDER OF LEASED PREMISES

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

11. FIXTURES

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

Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property for the purpose of replacing the same with items of like character, quality, or value.

12. TENANT IMPROVEMENTS

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

13. FREE FROM LIENS

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

14. ABANDONMENT

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

15. SIGNS AND ADVERTISING MATERIALS

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

16. EXTERIOR LIGHTING

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

17. UTILITIES

The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant shall pay all charges for telephone and internet service, 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 Freight House complex without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

18. ENTRY AND INSPECTION

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

B. In the event of a destruction of the Leased Premises or the building containing the same during said term which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this

Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Leased Premises. Further, in the event of flooding, rent shall be abated during that time period the leased premises are declared to be unfit for occupancy by any authorized public authority.

20. ASSIGNMENT AND SUBLETTING

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

21. DEFAULT, RE-ENTRY REMEDIES

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

22. DEFAULT, COSTS, AND ATTORNEY FEES

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

23. SALE OF LEASED PREMISES BY LANDLORD

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

24. REIMBURSEMENT

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

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

25. WAIVER

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

26. SUCCESSORS IN INTEREST

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

27. PARTIAL INVALIDITY

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

28. TIME

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

29. EMINENT DOMAIN

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

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

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

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

30. MISCELLANEOUS

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

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

C. The Tenant is hereby provided the exclusive use of the space agreed to on the first floor of the Freight House 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.

FRONT STREET BREWERY INC.

**RIVERFRONT IMPROVEMENT
COMMISSION**

Date: _____

Date: _____

ADDENDUM TO LEASE AGREEMENT – BUSINESS PROPERTY

Executed and entered into this 24th day of October, 2017, by and between the City of Davenport through its Riverfront Improvement Commission (Landlord) and Front Street Brewery (Tenant) at the Freight House, Davenport, Iowa.

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

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

The term of this Lease shall be for a period of (12) Twelve Months, and shall have possession on November 1, 2017 and shall terminate on October 31, 2018. The Tenant shall have the right of first refusal upon exercising renewal to lease the subject premise.

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

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

Riverfront Improvement Commission

By: _____

Date: _____

Front Street Brewery

By: _____

Date: _____

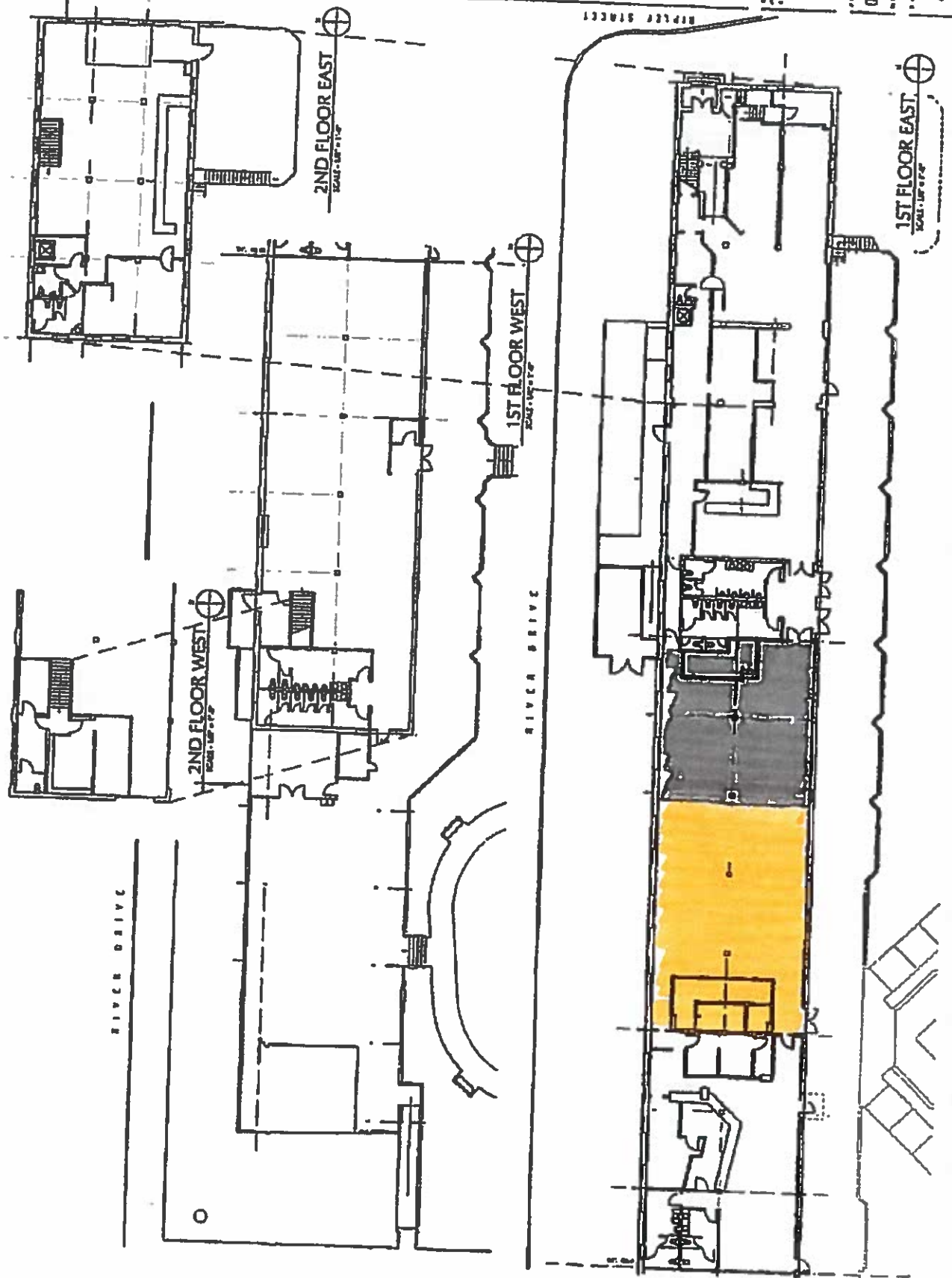
ARCHITECT
 JAMES H. HARRIS
 100 N. 1ST ST.
 DAVENPORT, IA 52001
 319.251.1111
 www.jhharris.com

CITY OF DAVENPORT
 FREIGHTHOUSE EXISTING CONDITIONS
 100 N. 1ST ST., DAVENPORT, IOWA

100 N. 1ST ST.
 DAVENPORT, IA

0929F

A1



City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Generosity Coaching - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	GenerosityCoachingLease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 2:01 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 28th day of November, 2017 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Kurt Nordby of Generosity Coaching, 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:

Part of the second floor of the Union Station at 102 South Harrison Street, Davenport, Scott County, Iowa, to include approximately 120 square feet as shown on the attached floor plans, marked Exhibit A.

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.

2. TERM

A. The term of this Lease shall be for a period of One Year (1), commencing January 1, 2018 and terminating on December 31, 2018.

3. RENTAL

The Tenant shall pay to the Landlord for use of the Leased Premises the following sums per year paid on a monthly basis for the 120 square feet of office space:

	<u>Annual</u>	<u>Per month</u>
Month 1 – 12	\$1,560.00	\$130.00

A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Thirtieth (30th) day of the month. The late payment fee shall be in addition to and not in lieu of other available remedies.

The Tenant may have up to two (2) reserved/assigned parking spaces included with the rent. A non-exclusive customer parking area has been designated on the north and south sides of the canopy between the Union Station and Package Express buildings.

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 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. FIRE INSURANCE

The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building that the leased premises are located in.

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Tenant will hold the Landlord exempt and harmless from any damage or injury to any person arising from the use of the Leased Premises by the Tenant, or from failure of the Tenant to keep the Leased Premises in good condition and repair as herein provided. The Tenant shall not be responsible for damage or injury caused by the Landlord's negligence relating to items that remain the exclusive responsibility of Landlord.

B. During the entire term of this Lease, the Landlord and Tenant, at their sole costs and expense will each keep their respective property interests in the Leased Premises and their liability interests reasonably insured against hazard and casualty and against claims for personal injury, death, or property on the Leased Premises and reasonably insured against hazard and casualty against claims for personal injury, death, or property damage occurring in, upon, or about the Leased Premises. The Landlord shall be named as a certificate holder and identified in the Description of Operations as an "additional insured". Neither party hereto will do or omit the doing of any act which would invalidate either insurance policy. The Landlord and Tenant agree to provide evidence of the issuance of each respective policy to the other within Ten (10) Days after the commencement of this Lease the Landlord shall be notified in writing at least Thirty (30) Days prior to the cancellation of the Tenant's policy. The Tenant shall have, as a minimum, the following insurance:

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

(2) General Liability

General Aggregate

\$1,000,000

Waiver of Subrogation - Landlord and Tenant each hereby release the other from liability for damage or destruction to the Leased Premises and the improvements located on the Property, whether or not caused by acts or omissions of the other party; provided, however, such release shall only be in force and effect in respect of damage or destruction normally covered by standard policies of fire insurance with extended coverage (whether or not such coverage is in effect). Each party shall cause its fire insurance policies to contain a provision whereby the insurer either waives any right of subrogation against the other party or agrees that such a release shall not invalidate the insurance, whichever is obtainable.

8. **ALTERATIONS**

The Tenant shall not make, or suffer to be made, any alternations, after the build-out including an electronic security system, 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.

9. **MAINTENANCE AND SANITATION**

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken as a result of acts by the tenant, 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.

10. **SURRENDER OF LEASED PREMISES**

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

11. FIXTURES

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

12. TENANT IMPROVEMENTS

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

13. FREE FROM LIENS

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

14. ABANDONMENT

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

15. SIGNS AND ADVERTISING MATERIALS

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

to the Landlord for review and approval. The Landlord shall add the Tenant to the building directory sign within 30 days of occupancy.

16. EXTERIOR LIGHTING

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

17. UTILITIES

The Landlord shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. Tenant shall provide and pay all charges for telephone and internet service 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. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

18. ENTRY AND INSPECTION

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times 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. In all cases, Landlord shall notify Tenant of intent to enter to allow Tenant to arrange to have someone present while the Landlord or the Landlord's agents are in the Leased Premises. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

B. In the event of a destruction of the Leased Premises or the building containing the same during said term which requires repairs to either said Leased Premises or said building, or

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

20. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any 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.

21. DEFAULT, RE-ENTRY REMEDIES

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

22. DEFAULT, COSTS, AND ATTORNEY FEES

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

23. SALE OF LEASED PREMISES BY LANDLORD

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

24. REIMBURSEMENT

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

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

25. WAIVER

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

26. SUCCESSORS IN INTEREST

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

27. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions

thereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

28. TIME

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

29. EMINENT DOMAIN

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

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

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

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

30. HOLDING OVER

Continued possession, beyond the expiration date of the term of this lease, by the Tenant, coupled with the acceptance of the specified rental by the Landlord (and absent a written agreement by both parties for the extension of this lease, or for a new year) shall constitute a month-to-month extension of this lease.

31. 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.

32. 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 second floor office shown on Exhibit A of the building plan.

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.

33. 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

KURT NORDBY
GENEROSITY COACHING

RIVERFRONT
IMPROVEMENT COMMISSION

By _____
Kurt Nordby, Owner and President

By _____
, Chairman

Date _____

Date _____

Attach Exhibit A

DRAFT

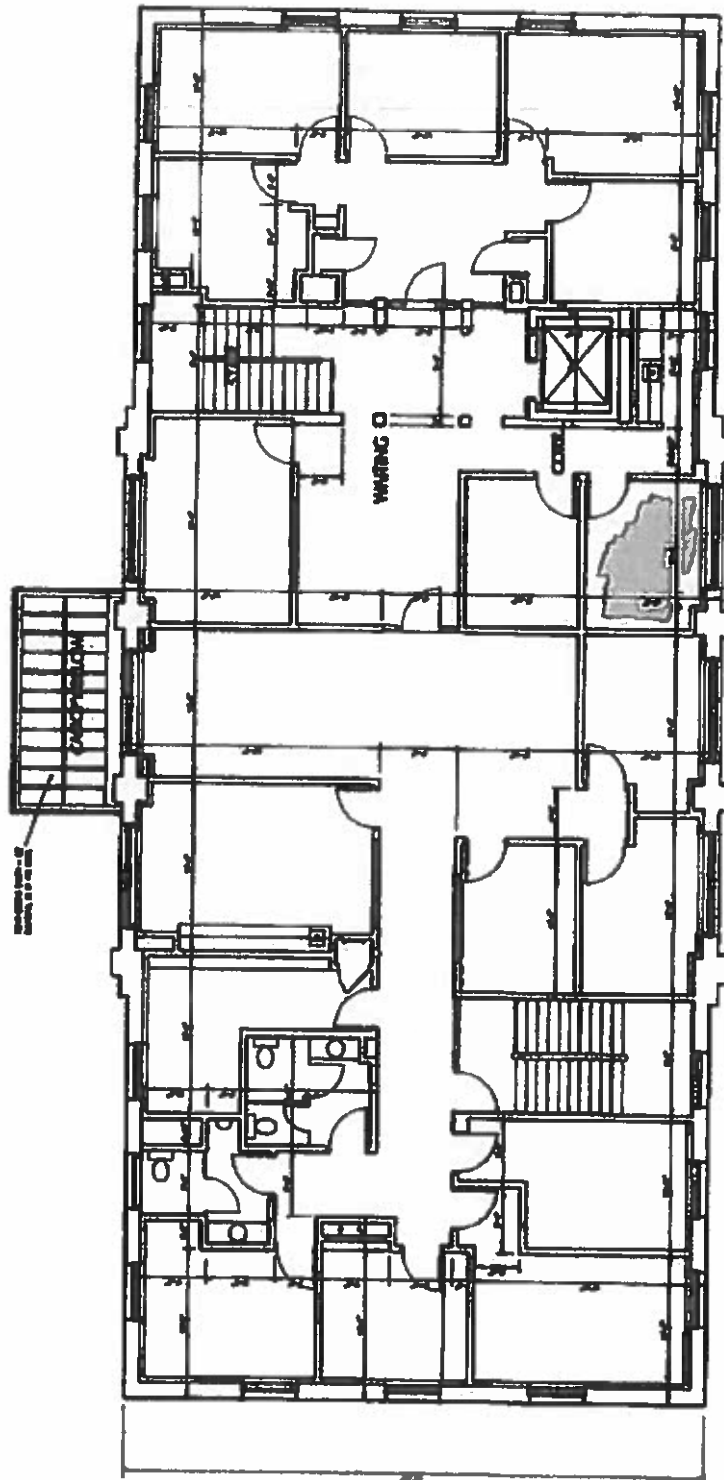
ARCHITECTS
A PARTNERSHIP
100 WALL STREET, SUITE 1000
NEW YORK, NY 10038
TEL: 212-677-1000
FAX: 212-677-1001
WWW.AIA-NEWYORK.COM

UNION STATION CONVERSION
ARCHITECTURAL / ELECTRICAL
100 WALL STREET, SUITE 1000, NEW YORK, NY 10038

0823A
08/23/00

0823A
08/23/00

A4



PLAN OF SECOND FLOOR - PROPOSED



SCALE: 1/8" = 1'-0"

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Freight House Farmer's Market Addendum - DISCUSSION/ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	FHFMAAddendum

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 2:04 PM

**FARMER'S MARKET LEASE
ADDENDUM
Freight House Farmers Market**

This ADDENDUM to the agreement (January 8, 2014), executed in duplicate, made and entered into this 24th day of October, 2017, by and between the City of Davenport, Iowa through its Riverfront Improvement Commission (hereinafter "City") and the Davenport Freight House Farmers Market (hereinafter "Association") shall provide for space for the sale of produce, plants, food products, and arts and crafts, as follows:

1. **Premises** – The approximately 1,200 square feet of interior space at the Freight House complex, located on the main level and east of the Front Street Brewery.
2. **Term** – The Association shall be allowed to use the premises on Saturdays from 6:00 AM to 2:00 PM and Sundays from 8:00 AM to 3:00 PM beginning November 4, 2017 and concluding on December 31, 2017. The City has rights to use the facilities at other times and days of the week.
3. **Purpose** – The Association shall use the premises only for assigning indoor and outdoor space to vendors to sell products including fresh garden produce, fruit, honey, herbs, nuts, plants, flowers, baked goods and hand-crafted items. Potentially hazardous foods, defined as any perishable food, which are capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms, such as cider and lemonade, cannot be sold unless licensed by proper authorities. All fresh produce not grown in Iowa or Illinois must be labeled as "broker produce" and/or give the point of origin.
4. **Regulations** – The Association shall comply with, and ensure that all vendors comply with all City, County, State and Federal laws and regulations.
5. **Market Representative** – The Association shall have a representative who shall be on the premises during the time of the market operation whose duties shall be to set up signs, barricades, trash containers, etc., and to enforce the provisions of this Lease. The Association shall also store and service any and all equipment as necessary, and secure the premises at the end of each market day.
6. **Insurance** – The Association shall purchase and maintain with an insurance company licensed to sell insurance in Iowa, Comprehensive General Liability in the amount of \$1,000,000 per occurrence, with total coverage of \$3,000,000, including completed products and operations. The City shall be named as additional insured on the policy. The Association shall provide the City with a Certificate of Insurance prior to the first use of the premises. The City shall be given thirty (30) days written notice before insurance cancellation.
7. **Clean-up** – The Association shall clean up the premises after each use to eliminate all waste paper, boxes, spoiled produce and all other items resulting from the market activity. In addition, it is understood that some clean-up and set-up may be required by the Association should an event be scheduled in the venue on the previous day. The tables and chairs may be moved, but shall be reset to display in the venue upon exiting.
8. **Sanitary Facilities** – Public restroom facilities are available throughout the Freight House.

9. Signs and Barricades – The Association shall provide all traffic and parking control signs and barricades necessary for the market.

10. Rental – The Association shall pay to the City a total of \$1,500.00 for the use of this space as outlined in this agreement.

11. Notification – Formal written communication may be necessary between the City and the Association during the term of this Lease. Such correspondence shall be directed as follows: For the City, the contact and address is Community Planning & Economic Development, City Hall, 226 W. 4th St., Davenport, Iowa 52801; for the Association the contact and address is Market Chairman, 421 West River Drive, Davenport, IA 52801.

12. Termination – Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

13. Hold Harmless – The Association agrees to defend and hold harmless the City of Davenport, its respective officers, employees, or agents against any claim, cause, loss, cost, or damage whatsoever, including attorney fees (calculated at \$150 per hour for city staff attorneys), that arises from the market and its operation.

14. Acceptance – This Lease agreement is accepted by the Association and the City as indicated by signatures below.

FREIGHT HOUSE FARMERS MARKET, INC.

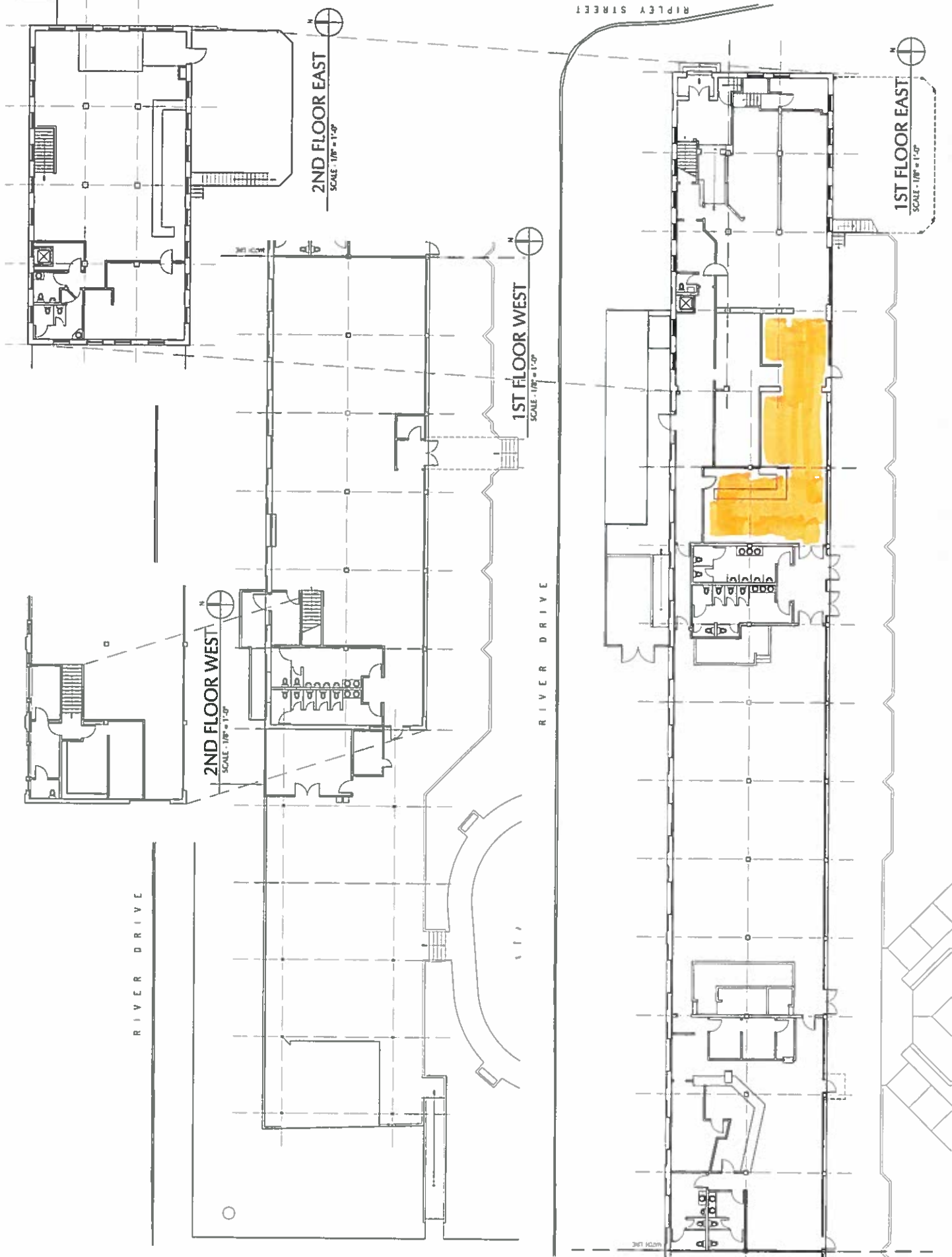
Pat Connor, Market Chairman

Date

RIVERFRONT IMPROVEMENT COMMISSION
CITY OF DAVENPORT

, Chairman

Date



City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Riverfront Miniature Golf Course - DISCUSSION/ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Mini Golf Bullets

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 2:06 PM

Proposed Riverfront Miniature Golf Course

Consideration Timeline

April 2017	Parks & Recreation Advisory Board Presentation
September 26, 2017	Riverfront Improvement Commission Presentation
October 10, 2017	Joint Special Meeting of PRAB and RIC (onsite)
October 24, 2017	RIC Meeting (consensus / conditions)
November 14, 2017	PRAB Meeting (consensus / conditions)
November 28, 2017	RIC Meeting (initial consideration of lease)
December 19, 2017	RIC Meeting (consideration of lease)
January 3/10, 2018	City Council Meeting (consideration of lease)

Discussed Conditions

- All relevant permits and regulations are followed and are received (Public Works).
- The lease agreement is separate from the existing ballpark agreement.
- A fair market rate for rent is established.
- ADA accessibility is followed.
- The new elevation is between one foot higher than the 100 year flood elevation and not-to-exceed the existing height of the base of the Ferris Wheel (Floodplain Regulations).
- There is a minimum of a 3 ft. setback on each side the recreational trail.
- The fence line height is softened and no signage is attached to the wrought iron fencing (Design Review Board).
- The existing trees in the project area remain with appropriate trimming umbrella allowed (Forestry).
- There is access allowed to below grade sewer infrastructure and the City is not liable for damage caused to improvements to property (Public Works).
- The Leasee is responsible for all improvements, maintenance, and repairs, as well as for the payment of any applicable taxes.

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Freight House Leasing Opportunities - ACTION

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 2:07 PM

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Levee Inn - DISCUSSION

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 2:09 PM

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Parks and Recreation Advisory Board Report

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 2:10 PM

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Public With Business

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 2:12 PM

City of Davenport
Riverfront Improvement Commission

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

Date
10/24/2017

Subject:
Tuesday, November 28, 2017 at 5:30 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	10/19/2017 - 2:13 PM