RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, SEPTEMBER 26, 2017; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

A. Approve Minutes from the August 22, 2017 Meeting - ACTION

III. Finance

A. Approve the Disbursements - ACTION

IV. Leases

A. Nestle Purina Semi-trailer Drop Lot - ACTION

B. Mississippi Valley Blues Society - ACTION

C. Nostalgia Farms Fresh Deli - DISCUSSION

D. Front Street Brewery - DISCUSSION

V. Projects

A. Riverfront Miniature Golf - PRESENTATION

VI. Staff Report

A. Parks and Recreation Advisory Council Report

VII. Other Business

A. Public With Business

VIII. Adjournment

IX. Next Meeting Date:

A. Tuesday, October 10, 2017 at Noon (Joint Meeting with Parks Council)
Tuesday, October 24, 2017 at 5:30 p.m.

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission	**Date**
Contact Info: Steve Ahrens 888-2235	**9/26/2017**

Subject:
Approve Minutes from the August 22, 2017 Meeting - ACTION

ATTACHMENTS:

Type	Description
Cover Memo	August 22, 2017 Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:06 PM

DAVENPORT
RIVERFRONT IMPROVEMENT
COMMISSION

Riverfront Improvement Commission

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

Strategic Goal 1: Actively collaborate with stakeholders.

(COLLABORATION)

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

(PLANNING)

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

(FUNDING)

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

(ADMINISTRATION)

Strategic Goal 5: Implement riverfront development projects.

(RIVERFRONT PROJECTS)

Riverfront Improvement Commission
Minutes
August 22, 2017

Present: Mayor Klipsch, Bill Ashton, Frank Clark, Mike Veal, and Pat Walton

Others Present: Ald. Rita Rawson, Ald. Kyle Gripp, Council Liaisons; Richard Thomas, Parks & Recreation Board; Chad and Kathy Ruggeberg, Marine Specialties; Tom Jacobson; Citizens; Pat Driscoll, City Communications; Devan Patel, QC Times; Citizen; and Steve Ahrens, Riverfront Improvement Commission

Mayor Klipsch called the meeting to order at 5:30 p.m. Clark moved to approve the minutes of the July 25 regular meeting. Walton seconded the motion and it carried. Mayor Klipsch also reported that the removal of the riverfront porte-cochere is nearly completed and on Monday, removal of the barge will get underway. In addition, the Mayor outlined the leadership transition for the Commission with plans to seat the new members at the September 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. Ashton moved to approve the disbursements. Walton seconded the motion and it carried.

Leases

Staff reached out to Nestle Purina about interest in the West River Drive semi-trailer drop lot and found that Nestle Purina is interested. Once Kraft concludes its use of the lot around October 1, Nestle Purina will become the new tenant in a three-year, $1,000/month agreement. The Commission will consider approval of the agreement at its next meeting.

Staff led the discussion regarding the property at 935 East River Drive by introducing the prospective tenants, Marine Specialties and owners, Chad and Kathy Ruggeberg, and the draft agreement. The agreement is a 33-month lease beginning September 1 for $1,000/month and includes the workshop (west building), crane, and approximately 30,000 sq.ft. of hard surface on the northeast portion of property. (Staff noted that a prospective contractor for the USACE may be interested in the balance of the area.) After discussion, Ashton moved to approve the agreement, contingent on Legal providing clarifying language regarding the acceptance of premises. Walton seconded the motion and it carried. Next, Oneida Landing Marina owner, Jerry Welvaert, countered staff's proposed repayment plan of $1,000/month to repay owed balance of $11,000, effective immediately, with $350/month. With no rent payment received since March, staff recommends seeking a legal remedy. Ashton moved to approve the recommendation. Veal seconded the motion and it carried.

The initial review of the lease renewal with the Mississippi Valley Blues Society for a single office suite at Union Station was provided. The Commission will consider its approval at its next meeting.

Projects

Ahrens provided the Commission with the corresponding revisions to the organization's by-laws as a result of changes to the governance ordinance, which has been approved by the City Council. Per the by-laws, two readings are necessary prior to final approval of any changes, with the initial reading occurring at the June meeting and continued discussion and revisions to the document at the July meeting. Walton moved to approve the revised by-laws. Ashton seconded the motion and it carried.

Staff Report

Ahrens provided an update on Chef Matt Fenton's proposal for two restaurants at Union Station. Fenton has rescinded the proposal as the funding model did not work for him. Staff requested support to move forward by preparing and issuing a Request for Proposals for a tenant for both the first level of the main building as well as the Package Express building at Union Station. Veal moved to approve staff's recommendation. Clark seconded the motion and it carried.

Parks and Recreation Advisory Council Report – Richard Thomas provided a report, which covered a number of park projects underway, including the group's continued work on its facilitated visioning process.

Ahrens provided updates on a variety of topics, including:

- Riverfront mini-golf presentation – September/October joint meeting with Parks
- Main Street Landing Design Standards RFP
- Freight House Centennial Celebration – August 26 at 11am
- First Bridge Documentary Premiere – August 31 at 5/7pm

Other Business

There were no comments from the public, and with no further business, the meeting was adjourned at 6:35 p.m.

Pat Walton, Vice Chairman

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission — **Date**
Contact Info: Steve Ahrens 888-2235 — **9/26/2017**

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
Cover Memo	September Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:08 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	15,756.31	Renew
4 MidAmerican Co.	6,000.00												6,000.00	
5 Lake Davenport Sailing Club										3,900.00			3,900.00	
6 LPBCLindsay Park Boat Club							5,000.00						5,000.00	
7 CHS, Inc / Harvest States Coop	2,500.00			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	1,967.47	1,220.97	788.69	564.11	523.73	352.76	531.48	554.90	765.98	1,114.80	1,428.67	11,380.54	
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 Nestle - 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	18,721.92	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	198,380.92	
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	18,721.92	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	199,380.92	

FOR 2018 03

JOURNAL DETAIL 2018 2 TO 2018 2

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT	-230,000	0	-230,000	-80,141.65	.00	-149,858.35	34.8%
480690 MISCELLANEOUS	-42,000	0	-42,000	-3,950.26	.00	-38,049.74	9.4%
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	-84,091.91	.00	-223,223.09	27.4%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	71,400	0	71,400	14,005.60	.00	57,394.40	19.6%
510120 RETIREMENT-FICA	5,462	0	5,462	1,110.51	.00	4,351.49	20.3%
510130 RETIREMENT-IPERS	6,569	0	6,569	1,250.70	.00	5,318.30	19.0%
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	700.30	.00	2,869.70	19.6%
510162 RETIREMENT HEALTH SAVINGS	714	0	714	140.05	.00	573.95	19.6%
520201 OFFICE SUPPLIES	200	0	200	6.96	.00	193.04	3.5%
520205 UTILITY SERVICES	75,000	0	75,000	14,450.72	.00	60,549.28	19.3%
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	7,456.00	7,535.15	27,008.85	35.7%
520297 PROJECT EXPENSE	20,000	0	20,000	5,329.00	2,898.00	11,773.00	41.1%
560606 TELEPHONE EXPENSE	450	0	450	81.36	.00	368.64	18.1%
560623 FACILITIES MAINTENANCE	14,050	0	14,050	1,927.33	.00	12,122.67	13.7%
TOTAL PROJECT MANAGEMENT	254,815	0	254,815	49,082.34	10,433.15	195,299.51	23.4%
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	-35,009.57	10,433.15	24,576.42	100.0%
TOTAL REVENUES	-307,315	0	-307,315	-84,091.91	.00	-223,223.09	
TOTAL EXPENSES	307,315	0	307,315	49,082.34	10,433.15	247,799.51	

FOR 2018 03

JOURNAL DETAIL 2018 3 TO 2018 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALARIES	71,400	0	71,400	14,005.60	.00	57,394.40	19.6%
2018/03/030003 09/01/2017 PRJ	2,801.12 REF 090117				WARRANT=090117	RUN=1 BI-WEEKL	
2018/03/030641 09/15/2017 PRJ	2,801.12 REF PY0915				WARRANT=091517	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	71,400	0	71,400	14,005.60	.00	57,394.40	19.6%
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%

FOR 2018 03

JOURNAL DETAIL 2018 3 TO 2018 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OVERTIME PAY	0	0	0	.00	.00	.00	.0%
510120 RETIREMENT-FICA							
54741013 510120 RETIREMENT-FICA	5,462	0	5,462	1,110.51	.00	4,351.49	20.3%
2018/03/030003 09/01/2017 PRJ	222.00 REF 090117				WARRANT=090117	RUN=1 BI-WEEKL	
2018/03/030641 09/15/2017 PRJ	222.17 REF PY0915				WARRANT=091517	RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-FIC	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,462	0	5,462	1,110.51	.00	4,351.49	20.3%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPERS	6,569	0	6,569	1,250.70	.00	5,318.30	19.0%
2018/03/030003 09/01/2017 PRJ	250.14 REF 090117				WARRANT=090117	RUN=1 BI-WEEKL	
2018/03/030641 09/15/2017 PRJ	250.14 REF PY0915				WARRANT=091517	RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-IPE	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	6,569	0	6,569	1,250.70	.00	5,318.30	19.0%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURANCE	10,300	0	10,300	2,598.81	.00	7,701.19	25.2%
2018/03/030641 09/15/2017 PRJ	866.27 REF PY0915				WARRANT=091517	RUN=1 BI-WEEKL	
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%

FOR 2018 03

JOURNAL DETAIL 2018 3 TO 2018 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%
510161 DEFERRED COMP							
54741013 510161 DEFERRED COMP	3,570	0	3,570	700.30	.00	2,869.70	19.6%
2018/03/030003 09/01/2017 PRJ	140.06 REF 090117				WARRANT=090117	RUN=1 BI-WEEKL	
2018/03/030641 09/15/2017 PRJ	140.06 REF PY0915				WARRANT=091517	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,570	0	3,570	700.30	.00	2,869.70	19.6%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH	714	0	714	140.05	.00	573.95	19.6%
2018/03/030003 09/01/2017 PRJ	28.01 REF 090117				WARRANT=090117	RUN=1 BI-WEEKL	
2018/03/030641 09/15/2017 PRJ	28.01 REF PY0915				WARRANT=091517	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	714	0	714	140.05	.00	573.95	19.6%
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	6.96	.00	193.04	3.5%

FOR 2018 03

JOURNAL DETAIL 2018 3 TO 2018 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OFFICE SUPPLIES	200	0	200	6.96	.00	193.04	3.5%
520205 UTILITY SERVICES							
54741013_520205 UTILITY SERVICES	75,000	0	75,000	14,450.72	.00	60,549.28	19.3%
2018/03/030159 09/07/2017 API	1,171.20 VND 001322 VCH		IOWA AMERICAN WAT		SEPT WATER BILLS 1ST		165995
TOTAL UTILITY SERVICES	75,000	0	75,000	14,450.72	.00	60,549.28	19.3%
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%

FOR 2018 03

JOURNAL DETAIL 2018 3 TO 2018 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICES	5,000	0	5,000	.00	.00	5,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLDGS	42,000	0	42,000	7,456.00	7,535.15	27,008.85	35.7%
2018/03/030182 09/07/2017 API	4,552.00 VND 018795 VCH		WRS CONSTRUCTION		REPAIR AND REPLACE JOIST AND B		166123
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	7,456.00	7,535.15	27,008.85	35.7%
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	5,329.00	2,898.00	11,773.00	41.1%
2018/03/030486 09/14/2017 API	714.00 VND 002261 VCH		BOWKER, BRETT		SUMMER CONCERT SERIES HELP		166197
2018/03/030486 09/14/2017 API	714.00 VND 022881 VCH		DOUGLASS, THOMAS IV		SUMMER CONCERT SERIES HELP		166220
2018/03/030545 09/14/2017 API	165.00 VND 001398 VCH		BOS ELECTRONICS		SOUND EQUIPMENT RENTAL SUMMER		166195

FOR 2018 03

JOURNAL DETAIL 2018 3 TO 2018 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROJECT EXPENSE	20,000	0	20,000	5,329.00	2,898.00	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%
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPENSE	450	0	450	81.36	.00	368.64	18.1%
TOTAL TELEPHONE EXPENSE	450	0	450	81.36	.00	368.64	18.1%
560622 DATA PROCESSING							
54741013 560622 DATA PROCESSING	0	0	0	.00	.00	.00	.0%
TOTAL DATA PROCESSING	0	0	0	.00	.00	.00	.0%
560623 FACILITIES MAINTENANCE							
54741013 560623 FACILITIES MAINTEN	14,050	0	14,050	1,927.33	.00	12,122.67	13.7%

FOR 2018 03

JOURNAL DETAIL 2018 3 TO 2018 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL FACILITIES MAINTENANCE	14,050	0	14,050	1,927.33	.00	12,122.67	13.7%
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	49,082.34	10,433.15	195,299.51	23.4%
TOTAL LEVEE IMPROVEMENT	254,815	0	254,815	49,082.34	10,433.15	195,299.51	23.4%
TOTAL EXPENSES	254,815	0	254,815	49,082.34	10,433.15	195,299.51	
GRAND TOTAL	254,815	0	254,815	49,082.34	10,433.15	195,299.51	23.4%

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

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission — **Date**
Contact Info: Steve Ahrens 888-2235 — **9/26/2017**

Subject:
Nestle Purina Semi-trailer Drop Lot - ACTION

ATTACHMENTS:

Type	Description
Cover Memo	Nestle Drop Lot

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:09 PM

LICENSE AGREEMENT

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

Recitals

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

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

Agreements

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

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

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

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

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

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

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

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

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

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

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

9. **Miscellaneous.**

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

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

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

If to Licensee:

Nestle Purina, Inc.
607 Schmidt Road
Davenport, Iowa 52802
Attention: Richard Boyer

If to Licensor:

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

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

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

By: ____________________________ By: ____________________________

Davenport Interactive City Map with Web AppBuilder for ArcGIS

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission — **Date**
Contact Info: Steve Ahrens 888-2235 — **9/26/2017**

Subject:
Mississippi Valley Blues Society - ACTION

ATTACHMENTS:

Type	Description
Cover Memo	MVBS Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:11 PM

LEASE - BUSINESS AGREEMENT

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

1. LEASED PREMISES

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

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

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

2. TERM

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

3. RENTAL

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

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

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

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

4. PAYMENT OF RENTAL

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

5. USE OF LEASED PREMISES

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

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

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

6. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

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

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

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

(2) Commercial General Liability

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

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

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

(4) Excess Liability Umbrella Form $1,000,000

C. CONTRACTUAL LIABILITY; The insurance required above under "LESSEE INSURANCE", shall:

(1) be Primary insurance and non-contributory.

(2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION paragraph.

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

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

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

7. ALTERATIONS

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

8. MAINTENANCE AND SANITATION

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

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

9. SURRENDER OF LEASED PREMISES

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

10. FIXTURES

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

11. TENANT IMPROVEMENTS

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

12. FREE FROM LIENS

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

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

13. ABANDONMENT

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

14. SIGNS AND ADVERTISING MATERIALS

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

15. EXTERIOR LIGHTING

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

16. UTILITIES

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

17. ENTRY AND INSPECTION

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

18. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

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

19. ASSIGNMENT AND SUBLETTING

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

20. DEFAULT, RE-ENTRY REMEDIES

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

21. DEFAULT, COSTS, AND ATTORNEY FEES

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

22. SALE OF LEASED PREMISES BY LANDLORD

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

23. REIMBURSEMENT

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

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

24. WAIVER

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

25. SUCCESSORS IN INTEREST

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

26. PARTIAL INVALIDITY

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

27. TIME

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

28. EMINENT DOMAIN

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

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

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

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

29. FLOODING

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

30. MISCELLANEOUS

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

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

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

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

31. GENERAL

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

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

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

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

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

MISSISSIPPI VALLEY BLUES SOCIETY

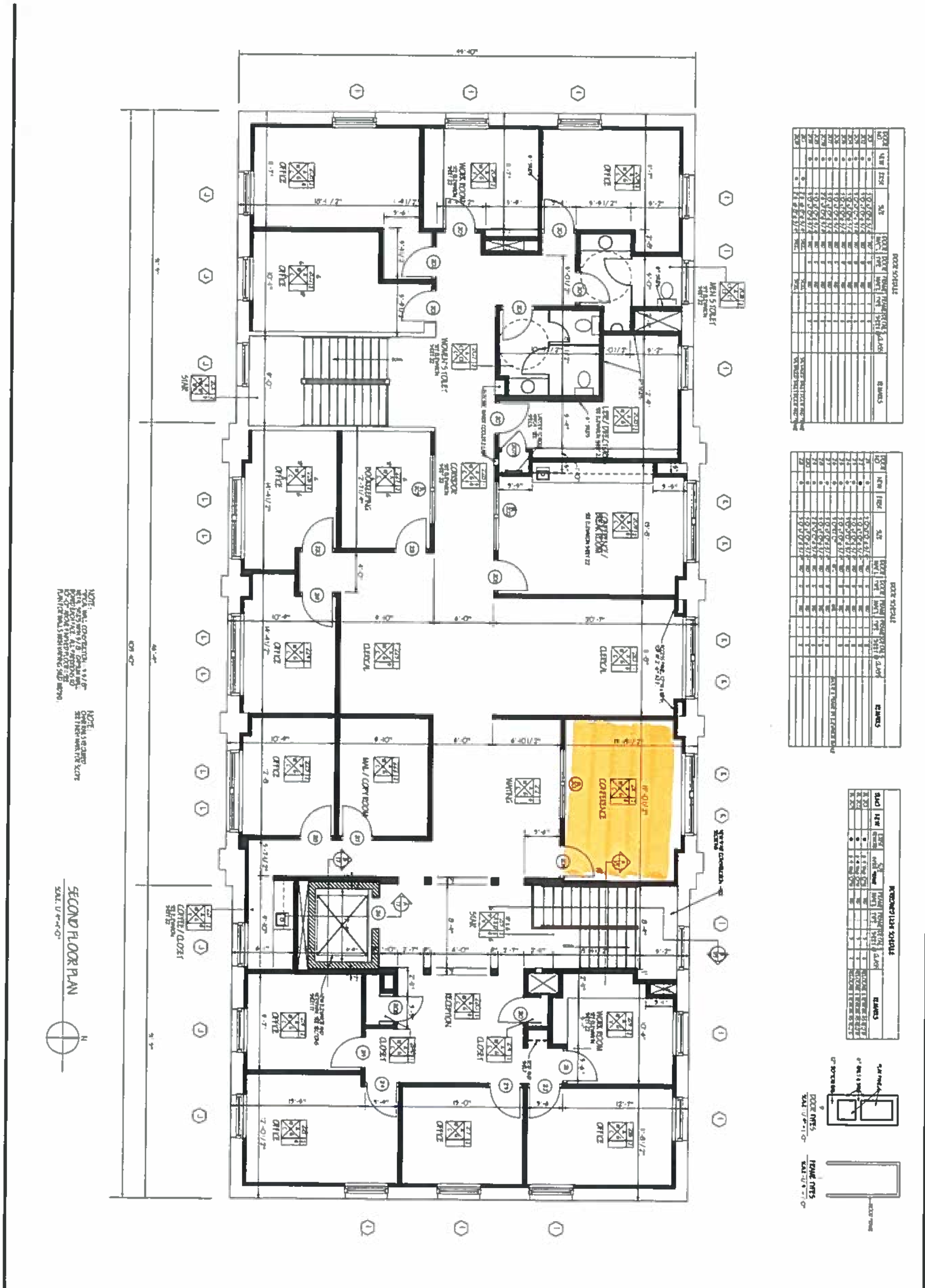
____

Date:______________________

RIVERFRONT IMPROVEMENT COMMISSION

____

Date:______________________



SHEET NUMBER		JOB NUMBER / DATE		
7	r/ga	1896	RESTORATION & RENOVATION – UNION STATION / PACKAGE EXPRESS BUILDING	RICHARDSON/GERE ASSOCIATES, P.C., ARCHITECTS

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission	**Date**
Contact Info: Steve Ahrens 888-2235	**9/26/2017**

Subject:
Nostalgia Farms Fresh Deli - DISCUSSION

ATTACHMENTS:

	Type	Description
	Cover Memo	Nostalgia Farms Fresh Deli Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:13 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 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 and part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability which has accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by assignee and an opportunity to cure the same. Any assignment or subletting without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of the Tenant, by operation of law without the prior written consent of the Landlord. The Landlord shall give the Tenant prior notice of the assignment of this Lease and/or any interest of the Landlord therein.

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.

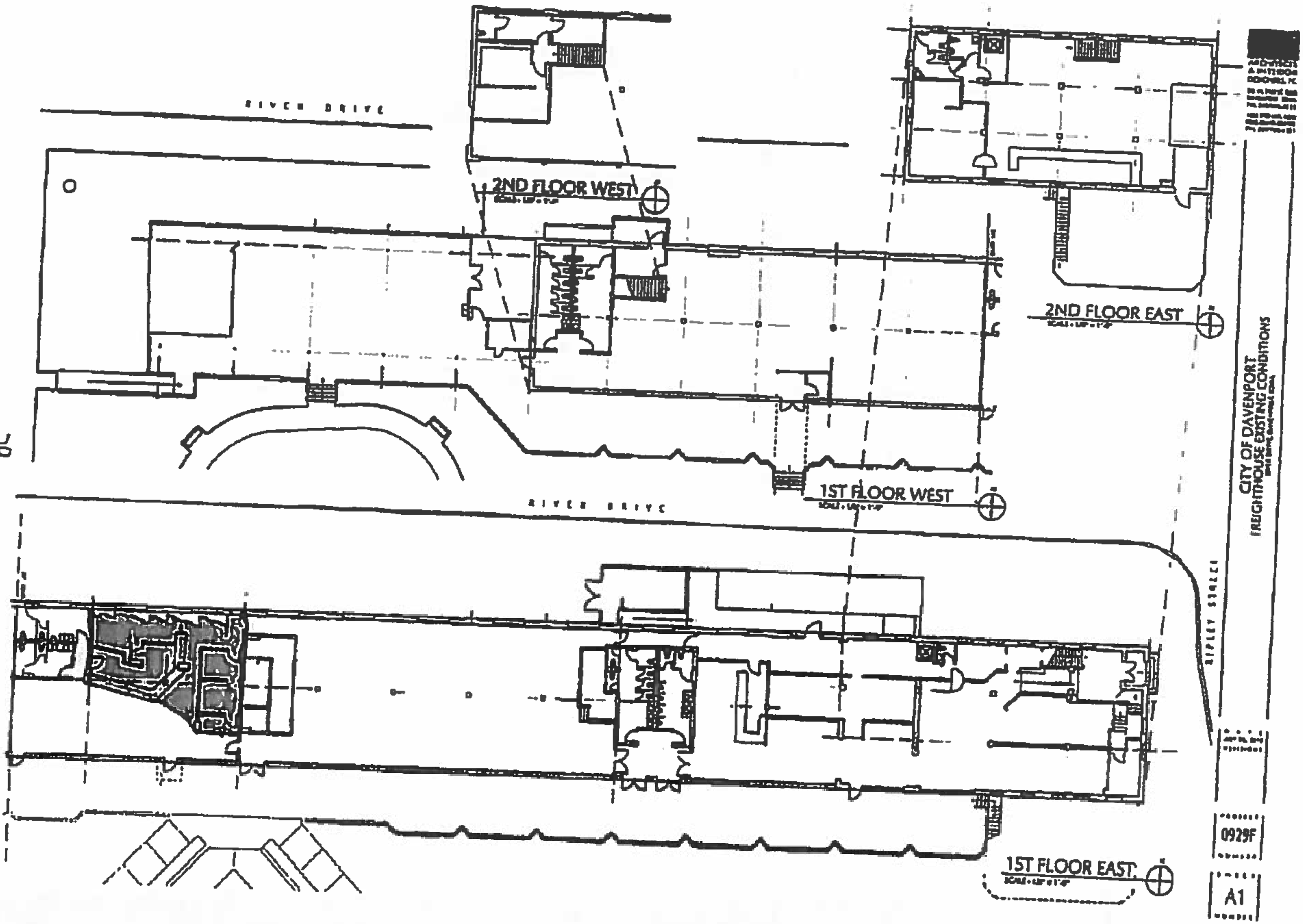
____

Date:________________________

RIVERFRONT IMPROVEMENT COMMISSION

____

Date:________________________



2ND FLOOR WEST
2ND FLOOR EAST
1ST FLOOR WEST
1ST FLOOR EAST
RIVER DRIVE
RIVER DRIVE
RIPLEY STREET
CITY OF DAVENPORT
FREIGHTHOUSE EXISTING CONDITIONS
0929F
A1

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission	**Date**
Contact Info: Steve Ahrens 888-2235	**9/26/2017**

Subject:
Front Street Brewery - DISCUSSION

ATTACHMENTS:

Type	Description
Cover Memo	Front Street Brewery Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:15 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:

	Annual	Per month
Month 1 – 12	$16,872.00	$1,406.00

Rent shall increase by 4.0% per year as follows:

	Annual	Per month
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 alternations, after the build-out, of the Leased Premises, or any part there of, 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 and part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord, 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

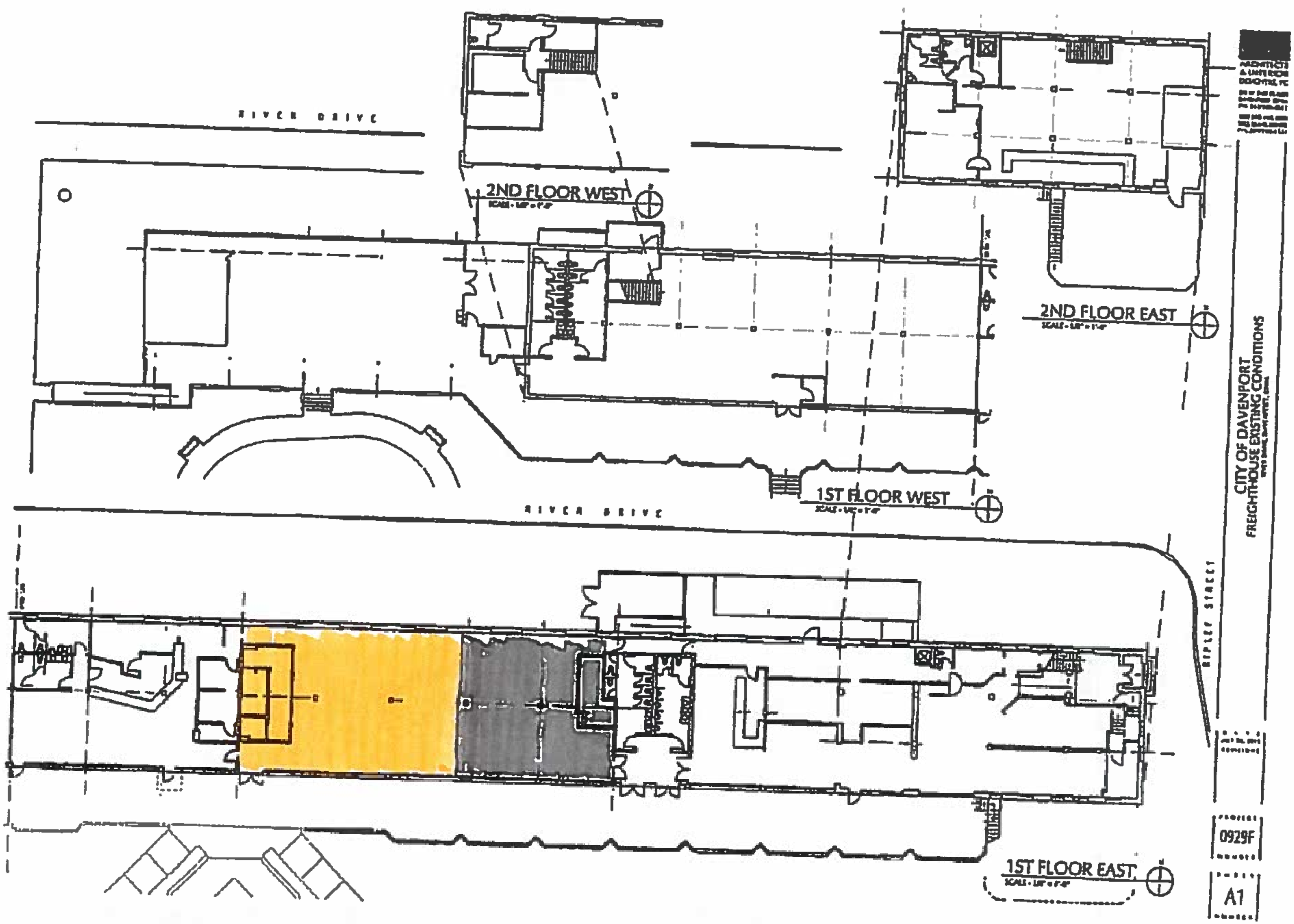
By:______________________________________

Date:____________________

Front Street Brewery

By:______________________________________

Date:____________________



2ND FLOOR WEST
2ND FLOOR EAST
1ST FLOOR WEST
1ST FLOOR EAST
RIVER DRIVE
RIVER DRIVE
RIPLEY STREET
CITY OF DAVENPORT
FREIGHTHOUSE EXISTING CONDITIONS
0929F
A1

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission — **Date**
Contact Info: Steve Ahrens 888-2235 — **9/26/2017**

Subject:
Riverfront Miniature Golf - PRESENTATION

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:16 PM

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission	**Date**
Contact Info: Steve Ahrens 888-2235	**9/26/2017**

Subject:
Parks and Recreation Advisory Council Report

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:17 PM

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission **Date**
Contact Info: Steve Ahrens 888-2235 **9/26/2017**

Subject:
Public With Business

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:19 PM

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission **Date**
Contact Info: Steve Ahrens 888-2235 **9/26/2017**

Subject:
Tuesday, October 10, 2017 at Noon (Joint Meeting with Parks Council)
Tuesday, October 24, 2017 at 5:30 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	9/21/2017 - 12:21 PM