

LEVEE IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, JUNE 27, 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 May 23, 2017 meeting - ACTION

III. Finance

A. Approve the Disbursements - ACTION

IV. Leases

A. Kraft Semi-trailer Parking Lot - ACTION

B. Restaurants at Union Station - DISCUSSION

V. Projects

A. Draft Levee Commission Governance By-laws - DISCUSSION

B. Mayor's Presentation on Riverfront

VI. Staff Report

A. Parks & Recreation Advisory Council Report

VII. Other Business

A. Public With Business

VIII. Adjournment

IX. Next Meeting Date:

City of Davenport
Levee Improvement Commission

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

Date
6/27/2017

Subject:
Approve minutes from the May 23, 2017 meeting - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Minutes5-23-17

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/23/2017 - 3:40 PM

Levee Improvement Commission

Mission Statement:

The Davenport Levee 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 Levee Commission activities to meet community needs.

(PLANNING)

Strategic Goal 3: Develop and maintain funding to meet the established goals of the Levee 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 Levee Commission.

(ADMINISTRATION)

Strategic Goal 5: Implement riverfront development projects.

(RIVERFRONT PROJECTS)

Levee Improvement Commission
Minutes
May 23, 2017

Present: Mayor Klipsch; Shelley Chambers, Frank Clark, Karl Rhomberg, and Pat Walton

Others Present: Ald. Kyle Gripp, Council Liaison; Matt Fenton; Richard Thomas, Parks Liaison; Brandon Wright, Finance; Ashton Mixer, Front Street Brewery; Zach Peterson, Public Works; Pat Driscoll, City Communications; Devan Patel, QC Times, Multiple Media Outlets; Multiple Citizens; and Steve Ahrens, Levee Improvement Commission

Mayor Klipsch called the meeting to order at 5:30 p.m. Clark moved to approve the minutes of the April 25 regular meeting. Walton seconded the motion and it carried.

Finance

Ahrens presented the month's disbursements, aged receivables report and the FY2017 Lease Report. Walton moved to approve the disbursements. Chambers seconded the motion and it carried.

Leases

Matt Fenton made a presentation to the Commission regarding his interest in and ideas for Union Station. The concept is to create two separate restaurants using both the Package Express Building and the first floor of the Union Station building, which will be available September 1. The Commission asked staff to continue a dialogue with the prospective tenant and return with a draft lease agreement.

Staff provided an overview for a renewal of the semi-trailer parking lot with Kraft, which includes the likelihood of a month-to-month lease for 2-3 months as Kraft relocates to its new facility. Staff was asked to research the market rate for this parcel and the Commission will consider the agreement at its next meeting.

Projects

Commissioner Chambers led the Commission through the draft governance ordinance jointly prepared by Commissioner Chambers and the Legal Department regarding the organizational recommendations stemming from the joint meeting held with the Parks and Recreation Advisory Council and presented to the City Council. After discussion, Rhomberg moved to approve the ordinance. Walton seconded the motion and it carried. The ordinance now goes to the City Council for its consideration. The Commission will consider corresponding revisions to the by-laws at the next Commission meeting.

Ahrens introduced Ashton Mixer, with Front Street Brewery, who provided a brief update regarding its request to modify its storefront at the Freight House Tap Room to accommodate enhanced production and distribution. The proposal is to replace a section of the glass storefront with an overhead door for forklift access. In addition, FSB would replace a section of the decking with concrete, while using the existing sidewalk to the parking lot during non-peak hours. Also, for symmetry purposes, it is proposed to add a second section of concrete to the immediate west and along the deck at FSB expense. Rhomberg moved to table for one cycle as staff conducts additional research. Walton seconded the motion and it carried.

Zach Peterson with Public Works provided background information for signage at River Heritage Park. Staff was asked to have standard park entrance signage erected along River Drive.

Staff Report

Ahrens provided updates on a variety of topics, including:

- Casino Barge Removal – per Council/Management 5/16 meeting
 - City of Keokuk now owns barge and is working with contractor for removal; Lower river levels needed prior to departure
- Main Street Landing – Finance Director Brandon Wright provided an update on materials selection processes
- Mayor Klipsch reported that there are no plans in City Hall for the Main Street Landing development at this time
- Summer Concert Series – Kick-off is June 4

Other Business

Following comments from the public, and with no further business, the meeting was adjourned at 7:00 p.m.

Karl Rhomberg, Secretary

City of Davenport
Levee Improvement Commission

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

Date
6/27/2017

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	June Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/23/2017 - 3:42 PM

Revenue/Billing Table
FY - 2017 Levee Fund #740

Leasee	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Summary
1 Front Street Brewery - FH	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	2,952.00	28,816.00
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
3 Nostalgia Deli - 4%	2,046.92	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	2,005.02	15,778.66
4 MidAmerican Co.	5,500.00												5,500.00
5 Lake Davenport Sailing Club							5,000.00			3,900.00			3,900.00
6 LPBCLindsay Park Boat Club	2,500.00			2,500.00			2,500.00			2,500.00			5,000.00
7 CHS, Inc / Harvest States Coop	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	10,000.00
8 One River Place	1,889.72	1,967.47	1,220.97	788.69	584.11	523.73	352.76	531.48	554.90	765.98	303.20	1,418.88	10,881.89
10 River's Edge													2,500.00
11 QCCVB-Union Station	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	30,999.96
12 MVBBS-Union Station	150.00	150.00	150.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	1,890.00
13 Bix Society-Union Station	850.00	850.00	850.00	850.00	850.00	850.00	850.00	850.00	875.00	875.00	875.00	875.00	10,300.00
14 Oneida Landing Marina	500.00	500.00	500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	2,500.00	2,500.00	12,000.00
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	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,416.67	1,416.67	1,416.67	1,416.67	16,666.68
17 Rock River Family Office	2,202.51	2,202.51	2,202.51	2,202.51	2,202.51	2,202.51	2,202.51	2,202.51	2,202.51	2,268.59	2,268.59	2,268.59	26,628.36
18 Oscar Mayer - SemiParkingLot	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00	8,100.00
19 Nordby - Generosity Coaching	120.00	120.00	120.00	120.00	120.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,475.00
20 Package Express													0.00
Subtotal	23,015.81	14,922.17	13,266.36	15,120.72	14,672.82	14,432.90	21,837.05	14,765.98	14,835.44	21,851.75	16,792.89	20,802.82	206,316.51
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	23,015.81	14,922.17	13,266.36	15,120.72	14,672.82	14,432.90	22,837.05	14,765.98	14,835.44	21,851.75	16,792.89	20,802.82	207,316.51

Renew

Aging of Account Receivables Levee Commission

Page # 1

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

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

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

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

Total Outstanding 6,000.00

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City of Davenport
YTD REPORT



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FOR 2017 12

JOURNAL DETAIL 2017 11 TO 2017 11

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450110 INTEREST POOLED INVESTMENTS	-150	0	-150	-50.00	.00	-100.00	33.3%
450404 LEVEE COMMISSION RENT	-195,000	0	-195,000	-230,499.28	.00	35,499.28	118.2%
480165 RIVERBOAT DEVELOPMENT AUTH	0	-24,000	-24,000	-24,000.00	.00	.00	100.0%
480690 MISCELLANEOUS	-55,000	0	-55,000	-27,768.34	.00	-27,231.66	50.5%
489491 TRANSFER LOCAL OPTION SALES	-41,000	0	-41,000	.00	.00	-41,000.00	.0%
490865 FUND BALANCE APPROPRIATION	-11,045	0	-11,045	.00	.00	-11,045.39	.0%
TOTAL UNDEFINED	-302,195	-24,000	-326,195	-282,317.62	.00	-43,877.77	86.5%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	70,000	0	70,000	66,177.67	.00	3,822.65	94.5%
510120 RETIREMENT-FICA	5,355	0	5,355	5,269.07	.00	85.95	98.4%
510130 RETIREMENT-IPERS	6,440	0	6,440	5,909.61	.00	530.42	91.8%
510140 EMPLOYEE INSURANCE	8,900	0	8,900	9,527.87	.00	-627.87	107.1%
510161 DEFERRED COMP	3,500	0	3,500	3,308.93	.00	191.09	94.5%
510162 RETIREMENT HEALTH SAVINGS	700	0	700	661.74	.00	38.26	94.5%
520201 OFFICE SUPPLIES	200	0	200	251.82	.00	-51.82	125.9%
520205 UTILITY SERVICES	75,000	0	75,000	84,730.72	.00	-9,730.72	113.0%
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	37,000	0	37,000	36,555.19	1,200.00	-755.19	102.0%
520297 PROJECT EXPENSE	20,000	24,000	44,000	14,394.90	900.00	28,705.10	34.8%
560606 TELEPHONE EXPENSE	450	0	450	407.86	.00	42.14	90.6%
560623 FACILITIES MAINTENANCE	17,050	0	17,050	9,007.25	.00	8,042.75	52.8%
TOTAL PROJECT MANAGEMENT	249,695	24,000	273,695	236,202.63	2,100.00	35,392.76	87.1%
88000 TRANSFERS OUT							
550501 TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%

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City of Davenport
YTD REPORT



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FOR 2017 12

JOURNAL DETAIL 2017 11 TO 2017 11

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LEVEE IMPROVEMENT	0	0	0	-46,114.99	2,100.00	44,014.99	100.0%
TOTAL REVENUES	-302,195	-24,000	-326,195	-282,317.62	.00	-43,877.77	
TOTAL EXPENSES	302,195	24,000	326,195	236,202.63	2,100.00	87,892.76	
GRAND TOTAL	0	0	0	-46,114.99	2,100.00	44,014.99	100.0%

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

FOR 2017 12

JOURNAL DETAIL 2017 12 TO 2017 12

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALARIES	70,000	0	70,000	66,177.67	.00	3,822.65	94.5%
2017/12/120292 06/09/2017 PRJ	2,746.16 REF 060917				WARRANT=060917	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	70,000	0	70,000	66,177.67	.00	3,822.65	94.5%
510120 RETIREMENT-FICA							
54741013 510120 RETIREMENT-FICA	5,355	0	5,355	5,269.07	.00	85.95	98.4%
2017/12/120292 06/09/2017 PRJ	217.58 REF 060917				WARRANT=060917	RUN=1 BI-WEEKL	
TOTAL RETIREMENT-FICA	5,355	0	5,355	5,269.07	.00	85.95	98.4%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPERS	6,440	0	6,440	5,909.61	.00	530.42	91.8%
2017/12/120292 06/09/2017 PRJ	245.23 REF 060917				WARRANT=060917	RUN=1 BI-WEEKL	
TOTAL RETIREMENT-IPERS	6,440	0	6,440	5,909.61	.00	530.42	91.8%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURANCE	8,900	0	8,900	9,527.87	.00	-627.87	107.1%*

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2017 12

JOURNAL DETAIL 2017 12 TO 2017 12

	ORIGINAL APPROP	TRANSFRS/ ADJSTMIS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL EMPLOYEE INSURANCE	8,900	0	8,900	9,527.87	.00	-627.87	107.1%
510161 DEFERRED COMP							
54741013 510161 DEFERRED COMP	3,500	0	3,500	3,308.93	.00	191.09	94.5%
2017/12/120292 06/09/2017 PRJ	137.31 REF 060917				WARRANT=060917	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,500	0	3,500	3,308.93	.00	191.09	94.5%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH	700	0	700	661.74	.00	38.26	94.5%
2017/12/120292 06/09/2017 PRJ	27.46 REF 060917				WARRANT=060917	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	700	0	700	661.74	.00	38.26	94.5%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE SUPPLIES	200	0	200	251.82	.00	-51.82	125.9%*
TOTAL OFFICE SUPPLIES	200	0	200	251.82	.00	-51.82	125.9%
520205 UTILITY SERVICES							
54741013 520205 UTILITY SERVICES	75,000	0	75,000	84,730.72	.00	-9,730.72	113.0%*
2017/12/120197 06/07/2017 API	909.12 VND 001322 VCH				IOWA AMERICAN WAT	JUNE WATER BILLS	161639
2017/12/120529 06/12/2017 UBB	642.50 REF 063017 03-063017				5000 UB AR GEN		

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2017 12

JOURNAL DETAIL 2017 12 TO 2017 12

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL UTILITY SERVICES	75,000	0	75,000	84,730.72	.00	-9,730.72	113.0%
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%
TOTAL PROFESSIONAL SERVICES	5,000	0	5,000	.00	.00	5,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLDGS	37,000	0	37,000	36,555.19	1,200.00	-755.19	102.0%*
2017/12/120198 06/07/2017 API	126.75	VND 005175	JOHNSON CONTRACT				
2017/12/120206 06/07/2017 API	80.00	VND 024588	PREMIER PEST MGT SVS				
2017/12/120575 06/14/2017 API	229.32	VND 004423	WHITE ROOFING				
2017/12/120958 06/21/2017 API	270.00	VND 016024	XENOTRONICS				
2017/12/120958 06/21/2017 API	195.00	VND 002481	PBS OF THE QC INC				
2017/12/120958 06/21/2017 API	1,166.00	VND 018795	WRS CONSTRUCTION				
			DRAIN CLEARING AT FREIGHT HOUS				161649
			PEST MANAGEMENT FREIGHT HOUSE/				161694
			FREIGHT HOUSE ROOF REPAIR, MAY				162057
			TEST AND INSPECT UNION STATION				162337
			JUNE JANITORIAL SERVICE @ UNIO				162261
			NEW DECK BOARDS, FREIGHT HOUSE				162336
TOTAL MAINTENANCE-BLDGS & GRNDS	37,000	0	37,000	36,555.19	1,200.00	-755.19	102.0%
520297 PROJECT EXPENSE							
54741013 520297 PROJECT EXPENSE	20,000	24,000	44,000	14,394.90	900.00	28,705.10	34.8%
2017/12/120034 06/01/2017 APM	-500.00	VND 026210	DUFEE, JOSH				
2017/12/120205 06/07/2017 API	325.00	VND 011369	LOPEZ, TEWANTA G				
2017/12/120206 06/07/2017 API	500.00	VND 017478	CROOKED CACTUS BAND				
2017/12/120961 06/21/2017 API	550.00	VND 006134	KEN PAULSEN ORCH				
			SUMMER LEVEE CONCERT 6-4-12017				161664
			SUMMER LEVEE CONCERT 6-18-17				161610
			SUMMER LEVEE CONCERT 6/11/17				162216

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 City of Davenport
 MONTHLY DETAIL REPORT

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FOR 2017 12

JOURNAL DETAIL 2017 12 TO 2017 12

	ORIGINAL APPROP	TRANSFRS/ ADJSTMIS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520297 PROJECT EXPENSE 2017/12/120963 06/21/2017 API	165.00 VND 001398 VCH						162137
TOTAL PROJECT EXPENSE	20,000	24,000	44,000	14,394.90	900.00	28,705.10	34.8%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPENSE	450	0	450	407.86	.00	42.14	90.6%
TOTAL TELEPHONE EXPENSE	450	0	450	407.86	.00	42.14	90.6%
560623 FACILITIES MAINTENANCE							
54741013 560623 FACILITIES MAINTEN	17,050	0	17,050	9,007.25	.00	8,042.75	52.8%
TOTAL FACILITIES MAINTENANCE	17,050	0	17,050	9,007.25	.00	8,042.75	52.8%
TOTAL PROJECT MANAGEMENT	249,695	24,000	273,695	236,202.63	2,100.00	35,392.76	87.1%
TOTAL LEVEE IMPROVEMENT	249,695	24,000	273,695	236,202.63	2,100.00	35,392.76	87.1%
TOTAL EXPENSES	249,695	24,000	273,695	236,202.63	2,100.00	35,392.76	
GRAND TOTAL	249,695	24,000	273,695	236,202.63	2,100.00	35,392.76	87.1%

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

City of Davenport
Levee Improvement Commission

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

Date
6/27/2017

Subject:
Kraft Semi-trailer Parking Lot - ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	Kraft Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/23/2017 - 3:45 PM

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of the 27th day of June, 2017 between KRAFT FOODS GROUP, INC., a Virginia corporation ("Licensee"), and City of Davenport, Iowa, through its Levee Improvement Commission ("Licensor").

Recitals

A. Licensor is the owner of certain real property commonly known as 1607 West River Drive, Davenport, Iowa (the "Licensor Property"). The Licensor Property is improved with a 177,000 square foot parking lot.

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

Agreements

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

1. **Grant of License.** Licensor hereby grants Licensee an exclusive license (the "License") to use the Licensed Premises solely for the parking of approximately 50 trailers and for no other purpose. The License, and Licensee's use of the Licensed Premises, shall be subject to such reasonable rules that Licensor may adopt from time to time upon notice to Licensee. In consideration of the License, Licensee shall pay Licensor a license fee as follows: **\$675 / 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 on a month-to-month basis, beginning on July 1, 2017, and exercised until after a (30) thirty day written notice to terminate the agreement has been exercised by either party.
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.
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.

5. **Waiver of Claims.** To the fullest extent permitted by law, Licensee hereby waives all claims against Licensor for any loss injury or damage suffered by Licensee, its employees, agents, servants, contractors, guests, and invitees relating to (a) loss or theft of, or damage to, property of Licensee or others, (b) injury or damage to persons or property resulting from fire, explosion, electricity, water, rain or snow, or (c) damage caused by other persons. The foregoing waiver shall not apply to the extent of Licensor's negligence or willful misconduct.
6. **Default.** In the event Licensee defaults hereunder, Licensor may at its option terminate this Agreement if Licensee does not cure such default within thirty (30) days after receipt of notice from Licensor.
7. **Compliance with Laws.** Licensee shall comply with all laws and regulations concerning the Licensed Premises and Licensee's use thereof.
8. **Attorneys' Fees.** If Licensor or Licensee becomes a party to any litigation concerning this Agreement or the Licensed Premises, by reason of any act or omission of the other party (the "indemnifying party"), its employees, agents, servants, contractors, guests, licensees or invitees, the indemnifying party shall be liable for court costs and reasonable attorneys' fees and expenses incurred by the indemnified party in connection with any such litigation. If either party commences an action against the other party arising out of or in connection with enforcement of this Agreement, the prevailing party shall be entitled to have and recover from the other party court costs and reasonable attorneys' fees and expenses incurred by the prevailing party in connection with any such enforcement action.
9. **Miscellaneous.**
 - (a) The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.
 - (b) All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (iii) if delivered by

reputable overnight express courier, freight prepaid, the next business day after delivery of such courier, in every case addressed to the party to be notified as follows:

If to Licensee:

Kraft Foods Global, Inc.
Three Lakes Drive
Northfield, Illinois 60093
Attention: Director of Corporate Real Estate

If to Licensor:

Levee 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.

KRAFT FOODS GROUP, INC.

LEVEE IMPROVEMENT COMMISSION

By: _____

By: _____

City of Davenport
Levee Improvement Commission

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

Date
6/27/2017

Subject:
Restaurants at Union Station - DISCUSSION

ATTACHMENTS:

Type	Description
▣ Cover Memo	Union Station Restaurants

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/23/2017 - 3:47 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 25th day of July 2017 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and XXXXXXXX, LLC, hereinafter designated as "Tenant."

1. **LEASED PREMISES**

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

Part of the first floor of the Union Station at 102 South Harrison Street, Davenport, Scott County, Iowa, to include approximately 3,000 square feet and 1,400 square feet in the adjacent building, commonly known as the Package Express Building, and the connecting open-air structure, as shown on the attached floor plans, marked Exhibit A, and 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, and is zoned for use as a restaurant.

2. **TERM**

A. The term of this Lease shall be for a period of Ten Years (10), commencing September 1, 2017 and terminating 10 years following on August 31, 2027. Tenant shall have the option to renew the Lease Agreement two (2) additional periods of five (5) years by providing Landlord written notice not less than 180 days prior to the expiration of the initial Lease term and each extension term.

3. **RENTAL**

The Tenant shall pay to the Landlord for use of the Leased Premises the following sums per year paid on a monthly basis for the approximately total 4,400 square feet of space. A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Thirtieth (30th) day of the month. The late payment fee shall be in addition to and not in lieu of other available remedies.

For the first through the Fifth (5) years of this lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	<u>Annual</u>	<u>Per month</u>
Years 1 – 5	\$52,800.00	\$4,400.00

Rent shall increase by 5.0% per subsequent five-year increment as follows:

	<u>Annual</u>	<u>Per month</u>
Years 6 – 10	\$55,440.00	\$4,620.00

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

4. PAYMENT OF RENTAL

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

5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises for the operation of a restaurant 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. Tenant must maintain an active presence (open for business at least 3 days per week every week except for reasonable illness, holidays and vacations) in the Leased Premises and cannot simply use the space as storage.

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

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

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

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

Insurance. The tenant shall secure and maintain such primary insurance policies as will protect himself or his Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly. The City of Davenport maintains the right to review insurance coverages on an annual basis.

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

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

(2) Commercial General Liability

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

(3) Automobile Liability
(If the tenant utilizes autos)

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

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

Contractual liability.

The insurance required above shall:

(1) be Primary insurance and non-contributory.

- (2) include contractual liability insurance coverage for the Tenant's obligations under the **Indemnification** paragraph below.

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

Indemnification.

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

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

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

8. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alternations, after the build-out including an electronic security system, of the Leased Premises, or any part 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. CARE AND MAINTENANCE OF PREMISES

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

agrees to remove snow and ice and other obstacles from the sidewalk on or abutting the premises.

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

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

10. SURRENDER OF LEASED PREMISES

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

11. FIXTURES

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

12. TENANT IMPROVEMENTS

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All

improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

13. FREE FROM LIENS

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

14. ABANDONMENT

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

15. SIGNS AND ADVERTISING MATERIALS

The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport prior to installation, whether it be affixed to the building, or window type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval. The Landlord shall add the Tenant to the building directory sign within 30 days of occupancy.

16. EXTERIOR LIGHTING

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

17. UTILITIES

The Tenant shall provide and be responsible for prorated payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. Tenant shall provide and pay all charges for telephone and internet service used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

18. ENTRY AND INSPECTION

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

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

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

20. ASSIGNMENT AND SUBLETTING

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

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

31. FLOODING

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

32. MISCELLANEOUS

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

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

C. The Tenant is hereby; provided the exclusive use of the first floor spaces shown on Exhibit A of the building plan.

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

- E. Planned business closures: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and two TDB one-week closures for building maintenance and vacation.

33. GENERAL

- A. This Lease shall be construed in accordance with the laws of the State of Iowa.
- B. This Lease, and any exhibits attached hereto, sets forth all the covenants promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.
- C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.
- D. The Landlord and Tenant acknowledge reliance on its own judgment and advice and counsel of its own attorney in interpreting this Agreement, and not in any manner on the other party.

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

, LLC

**RIVERFRONT IMPROVEMENT
COMMISSION, DAVENPORT, IOWA**

By _____
, Owner and President

By _____
, Chairman

Date _____

Date _____

Attest:

By _____

By _____

Attach Exhibit A

City of Davenport
Levee Improvement Commission

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

Date
6/27/2017

Subject:
Draft Levee Commission Governance By-laws - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	LIC By-laws

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/23/2017 - 3:49 PM

Riverfront Improvement Commission

By-laws

Approved July 25, 2017

Section 1.0 Officers

1.1 Offices

1.1.a Chairperson

- 1) The position of Chairperson is hereby established.
- 2) The Chairperson shall preside at all meetings of the Commission.
- 3) The Chairperson shall have general charge of the business of the Commission.
- 4) The Chairperson shall perform such other duties as are usually exercised by the Chairperson of a Commission or as specifically authorized by the Commission.

1.1.b Vice-Chairperson

- 1) The position of Vice-Chairperson is hereby established.
- 2) The Vice-Chairperson shall act in the capacity of Chairperson in the absence of the Chairperson.

1.1.c Secretary

- 1) The position of Secretary is hereby established.
- 2) The Secretary shall ensure that a complete and accurate record of the Commission's acts and proceedings are kept.
- 3) The Secretary shall act in the capacity of Chairperson in the absence of the Chairperson and the Vice-Chairperson.

1.2 Election of Officers

1.2.a The election of officers shall occur at the July meeting each year.

1.2.b The Chairperson of the Commission shall be elected and shall hold office for one year or until his/her successor is elected or qualified.

- 1.2.c The Vice-Chairperson of the Commission shall be elected and shall hold office for **one year** or until his/her successor is elected or qualified.
- 1.2.d The Secretary shall be elected immediately after the election of the Vice-Chairperson and shall hold office for **one year** or until his/her successor is elected or qualified.
- 1.2.e **Any vacancy in the office of Chairperson, Vice-Chairperson or Secretary of the Commission may be filled at any Regular or Special Meeting after such vacancy.**
- 1.2.f No Commissioner shall hold more than one office at a time.

Section 2.0 Public Hearings

- 2.1 Notice of the time and place of the hearing will be given, not less than 4 days nor more than 20 days prior to such hearing by one publication in a newspaper of general circulation.

Section 3.0 Meetings

3.1 Regular Meetings

- 3.1.a **The monthly meeting of the Commission shall be held on the fourth Tuesday of each month at 5:30 p.m. in such place as designated by the Commission.**

- 3.1.b In the event that the Chairperson, the Vice-Chairperson and the Secretary of the Commission should be absent or unable for any reason to attend to the duties of their office, the members of the Commission may at any Regular Meeting or Special Meeting called for that purpose, appoint a Chairperson pro-tempore or a Secretary pro-tempore, as the case may be, who shall attend to all the duties of such officer until such officer shall return or be able to attend to his/her duties.

3.2 Special Meetings

- 3.2.a **Special Meetings of the Commission (AND AGENDA ITEMS?) may be called by the Chairperson alone or by any three Commissioners by providing written notice to the Director of Community and Economic Development with sufficient notification for official notice to be posted at least 24 hours before the special meeting. The Director or designee shall provide oral**

and written notice, including the purpose of the meeting to each Commissioner.

3.2.b The purpose of the meeting shall be stated in the posted agenda.

3.2.c If no other place is fixed in the Notice, the meeting shall be held at the regular meeting place of the Commission.

3.3 Notices of Meetings

3.3.a The Director of Community and Economic Development or designee shall be responsible for assuring that state law is complied with as it relates to the posting of meeting notices and minutes.

3.4 Quorum

3.4.a Six Commissioners shall constitute a quorum.

3.4.b The affirmative vote of a majority of those members present shall be required for the exercise of powers or functions conferred or imposed on the Commission, but less than a quorum of the members may meet and adjourn from time to time until a quorum is present.

3.4.c Without a quorum, no business will be transacted and no official action on any matter will take place.

3.5 Voting

3.5.a Voting will be by voice vote unless a roll call is requested by a member. A roll call vote shall be called by the Director of Community and Economic Development or designee, and will be recorded by yeas or nays.

3.5.b Every member of the Commission is required to cast a vote upon each motion. The Chairperson may vote upon a motion in the case that a tie occurs. The Vice-Chairperson may vote when acting as the Chairperson.

3.5.c However, a member may abstain, if the member believes there is a conflict of interest, as provided for in Subsection 3.6.

3.5.d Members shall be physically present at the meeting in order to exercise their vote. Proxy voting, mail voting or telephone voting are prohibited.

- 3.5.e The Mayor shall appoint two members from the City Council annually to act as a liaison to and attend meetings of the Commission. The liaisons are considered non-voting members.
- 3.5.f The Parks and Recreation Advisory Board shall choose a member annually to act as a liaison to and attend the meetings of the Commission. In addition, the Commission shall choose a member annually to act as a liaison to and attend the meetings of the Parks and Recreation Advisory Board. In each case, the liaisons are considered non-voting members of the respected body to which they serve.

3.6 Conflict of Interest

- 3.6.a A member of the Commission must abstain from participating in a matter before the Commission when the member has a conflict of interest or an appearance of impropriety. Conflict of interest shall mean a direct and personal interest in the outcome of the proceedings. An appearance of impropriety shall mean an apparent conflict of interest based on objective standards. A member of the Commission shall declare their conflict or appearance of impropriety as soon as the matter comes before the Commission for discussion or as soon thereafter as the member becomes aware of the appearance of impropriety or conflict. Thereafter, the member shall take no part in the discussion or vote on the matter.

Section 4.0 Meeting Attendance

- 4.1 Commission members are expected to attend all regular and special meetings of the Commission.
- 4.2 Prior to any scheduled Commission meeting, members shall notify the appropriate City Staff regarding excused or anticipated absences. Any Commission member who shall be absent from three consecutive Commission meetings without just cause or who shall be absent from a total combination of six Commission meetings in any calendar year without just cause shall be removed by the Chairman from the Commission. Just cause shall include, but not be limited to, death, illness or being out of the city.

Section 5.0 Communications

- 5.1 No member of the Commission is qualified to speak for the Commission as a whole, unless specifically directed to do so by resolution of the Commission. All news releases are to be cleared through and made by the

Chairperson of the Commission and/or the Staff in such form and copy as approved by the Commission. An individual member may express their opinion or perspective on a matter before the Commission. The right of a member of the Commission as a citizen to his/her personal opinion, written or spoken, is not hereby denied.

- 5.2 Commissioners shall abide by the principles set forth in the City of Davenport Code of Conduct for Elected Officials and Members of Appointed Boards and Commissions. In cases where these rules are more specific they shall be binding.

Section 6.0 Staff

- 6.1 The Director of Community and Economic Development or designee shall serve as Staff to the Commission.
- 6.2 The Staff shall be responsible for preparation of the Agenda and for the provision of all staff support and reports to the Commission. The Staff shall make reasonable efforts to provide reports on agenda items with each meeting packet to the Commission. Staff shall assure the upcoming agenda is posted at least 24 hours prior to the scheduled meeting.
- 6.3 The Staff shall be responsible for the maintenance of all records, reports and correspondence.
- 6.4 Training New Commissioners
 - 6.4.a Newly appointed Commissioners shall be provided training to orient them to the responsibilities and operations of the Commission. This training may take the form of orientation by staff, small group discussions and other methods that are available.

Section 7.0 Rules of Order

- 7.1 Parliamentary Procedure
 - 7.1.a Robert's Rules of Order, Revised will govern the Commission meetings in all cases where these rules do not provide for the procedures to be followed.
- 7.2 Amendments
 - 7.2.a The foregoing bylaws, or any part thereof, may be amended at any regular meeting of the Commission by a two-thirds vote, provided that the amendment has been submitted in writing at the previous regular meeting.

City of Davenport
Levee Improvement Commission

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

Date
6/27/2017

Subject:
Mayor's Presentation on Riverfront

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/23/2017 - 3:51 PM

City of Davenport
Levee Improvement Commission

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Date
6/27/2017

Subject:
Parks & Recreation Advisory Council Report

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/23/2017 - 3:53 PM

City of Davenport
Levee Improvement Commission

Department: Levee Improvement Commission
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Date
6/27/2017

Subject:
Public With Business

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/23/2017 - 3:54 PM