RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, JUNE 25, 2019; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

   A. Approve the Minutes for the May 28, 2019 Meeting - ACTION

III. Finance

   A. Approve the Disbursements - ACTION

IV. Projects

   A. Lindsay Park Yacht Club - DISCUSSION / ACTION

   B. Canadian Pacific Railroad Crossings - DISCUSSION

   C. Strategic Planning Initiative / Joint Workgroup

V. Staff Report

VI. Other Business

   A. Public With Business (5 Mins)

VII. Adjournment

VIII. Next Meeting Date:

   A. Tuesday, July 23, 2019 at 5:30 p.m. in Council Chambers

City of Davenport
Riverfront Improvement Commission

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

Date
6/25/2019

Subject:
Approve the Minutes for the May 28, 2019 Meeting - ACTION

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	RIC Minutes 5-28-19

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/21/2019 - 3:06 PM

DAVENPORT
RIVERFRONT IMPROVEMENT
COMMISSION

Riverfront Improvement Commission

Mission Statement:
The Davenport Riverfront Improvement Commission plans, manages and collaborates with partners to improve the riverfront.

The Davenport Riverfront Improvement Commission is committed to these values and to its responsibilities as entrusted to us by the community:

STEWARDSHIP

We safeguard the natural environment of the Riverfront.

COLLABORATION

We work together with partners to maximize opportunities.

SPLENDOR

We preserve the aesthetic nature of the River as a magnificent asset.

ACCESSIBILITY

We ensure a variety of ways for the community to enjoy the River.

PROGRESS

We promote the River as a cornerstone for regional economic development.

Riverfront Improvement Commission
Minutes
May 28, 2019

Present: Pat Walton, Bill Ashton, Dee Bruemmer, Bill Churchill, Karin Elftmann-Gross, Gwendolyn Lee, Ryan Reed, and Karl Rhomberg

Others Present: Ald. Kyle Gripp, Council Liaison, Christy Ellenberg and Dan Darland, Lindsay Park Boat Club; Kathy Wine, River Action; Ralph Henniger, Bill Handel, Citizens; and Steve Ahrens, Riverfront Improvement Commission

Chairman Walton called the meeting to order at 5:32 p.m. and welcomed all in attendance. Ahrens announced that a quorum for the meeting had been met.

Ashton moved to approve the minutes of the April 23 meeting. Rhomberg seconded the motion and it carried.

Finance

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

Lease

Staff presented for consideration the draft lease renewal with Rita Rawson, who is a tenant in Union Station. Rhomberg moved to approve the agreement. Bruemmer seconded the motion and it carried, with Walton abstaining.

Projects

Staff, along with Chairman Walton and Dan Darland with the LPYC, briefed the Commission regarding a recent meeting with representatives of the Lindsay Park Yacht Club concerning flood-related and dredging needs, both in the immediate and long-terms. After discussion, Bruemmer moved to direct staff to compose a letter to our Congressional delegation encouraging their support in requesting the USACE to conduct its duty-bound dredging activities at its earliest possible opportunity. Rhomberg seconded the motion and it carried.

Ahrens provided a spreadsheet with flood-impacted tenants for Commission consideration of rent adjustments. Bruemmer moved to approve the proposal. Churchill seconded the motion and it carried.

Staff provided a synopsis of the flood-related activities at Union Station and the plans for its restoration and building tenant reoccupancy.

Ahrens provided a status report regarding the riverfront railroad and Canadian Pacific's decision to elevate the line. The Commission held a robust discussion regarding the matter and offered a number of questions for response, including the status of discussions between the City and Canadian Pacific, submitted design plans and permanent solutions for each of the affected crossings, the plan for the recreational trail running parallel to the tracks, and the City's willingness to pursue litigation to compel Canadian Pacific to restore or to seek damages for this major change to Davenport's riverfront.

Staff Report

Ahrens provided updates on a variety of topics, including:

- Visit Quad Cities agreement – Union Station
- Summer Concert Series postponements due to flooding
- Riverfront Restaurant upcoming openings

Other Business

Bill Handel, Citizen, provided comments to the Commission regarding Main Street Landing. With no further public with business to present, and with no further business, the meeting was adjourned at 6:55 p.m.

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Karl Rhomberg, Secretary

City of Davenport
Riverfront Improvement Commission

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

Date
6/25/2019

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	RIC Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/21/2019 - 3:07 PM

Revenue/Billing Table
FY - 2019 Levee Fund #740

	Lessee	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Summary
1	Front Street Brewery - FH	3,006.00	3,006.00	3,006.00	3,006.00	3,062.00	3,062.00	3,062.00	3,062.00	3,062.00	0.00	0.00	3,062.00	30,396.00
2	Nostalgia Deli	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	0.00	0.00	833.33	8,333.30
3	Nostalgia Deli - 4%	1,696.63	1,486.38	1,257.47	971.28	482.44	381.95	670.32	572.29	888.27	931.47	$1,654.88	1,587.06	12,580.44
4	MidAmerican Co.	6,000.00												6,000.00
5	Lake Davenport Sailing Club										3,900.00			3,900.00
6	LPBC Lindsay Park Boat Club							5,000.00						5,000.00
7	CHS, Inc / Harvest States C	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/Buds	1,964.77	1,707.56	1,330.09	522.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,572.15	7,096.73
10	QCCVB - Union Station	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	MVBS - Union Station	170.00	170.00	170.00	383.33	383.33	383.33	383.33	383.33	383.33	0.00	0.00	0.00	2,809.98
12	Rawson - Union Station	176.00	176.00	176.00	176.00	176.00	176.00	311.00	311.00	311.00	0.00	0.00	0.00	1,989.00
13	Marine Specialties	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	0.00	1,000.00	11,000.00
14	Front Street parking	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	0.00	0.00	265.00	2,650.00
15	Freight House Farmers Mari	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,583.33	1,583.33	0.00	1,583.33	16,749.99
16	Rock River Family Office	2,435.75	2,435.75	2,435.75	2,435.75	2,435.75	2,435.75	2,635.75	2,635.75	2,635.75	0.00	0.00	0.00	22,521.75
17	Nestle - SemiParkingLot	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,050.00	1,050.00	1,050.00	1,050.00	12,200.00
18	The Diner	0.00	0.00	0.00	0.00	0.00	3,750.00	3,750.00	3,750.00	3,750.00	0.00	0.00	3,750.00	18,750.00
19	Antonella's II	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,500.00	0.00	0.00	1,500.00	13,666.64
20	Taste of Ethiopia	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,050.00	0.00	1,050.00	2,100.00
	Subtotal	24,105.81	15,138.35	14,531.97	16,151.18	12,696.18	16,345.69	24,469.06	16,871.03	17,487.01	12,239.80	2,929.88	17,477.87	190,443.83
	Miscellaneous													
	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
	Civil / Abhe				860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	7,740.00
	Subtotal	0.00	0.00	0.00	860.00	860.00	860.00	1,860.00	860.00	860.00	860.00	860.00	860.00	8,740.00
	Total	24,105.81	15,138.35	14,531.97	17,011.18	13,556.18	17,205.69	26,329.06	17,731.03	18,347.01	13,099.80	3,789.88	18,337.87	199,183.83

FOR 2019 12

JOURNAL DETAIL 2019 11 TO 2019 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450110 INTEREST POOLED INVESTMENTS	0	0	0	-235.00	.00	235.00	100.0%
450404 LEVEE COMMISSION RENT	-215,000	-10,000	-225,000	-197,075.05	.00	-27,924.95	87.6%
480690 MISCELLANEOUS	-30,000	0	-30,000	-39,882.76	.00	9,882.76	132.9%
489491 TRANSFER LOCAL OPTION SALES	-75,000	0	-75,000	.00	.00	-75,000.00	.0%
490865 FUND BALANCE APPROPRIATION	-3,461	185	-3,276	.00	.00	-3,276.00	.0%
TOTAL UNDEFINED	-323,461	-9,815	-333,276	-237,192.81	.00	-96,083.19	71.2%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	72,828	0	72,828	73,571.20	.00	-743.20	101.0%
510120 RETIREMENT-FICA	5,571	0	5,571	5,848.06	.00	-277.06	105.0%
510130 RETIREMENT-IPERS	6,875	0	6,875	6,945.10	.00	-70.10	101.0%
510140 EMPLOYEE INSURANCE	10,918	0	10,918	11,010.06	.00	-92.06	100.8%
510161 DEFERRED COMP	3,641	0	3,641	3,678.60	.00	-37.60	101.0%
510162 RETIREMENT HEALTH SAVINGS	728	0	728	735.70	.00	-7.70	101.1%
520201 OFFICE SUPPLIES	200	0	200	47.81	.00	152.19	23.9%
520205 UTILITY SERVICES	90,000	5,000	95,000	86,952.71	.00	8,047.29	91.5%
520210 TRAVEL EXPENSES	0	0	0	150.00	.00	-150.00	100.0%
520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	52,203.07	.00	-10,203.07	124.3%
520245 PAYMENT TO OTHER AGENCY	0	0	0	503.26	.00	-503.26	100.0%
520297 PROJECT EXPENSE	20,000	4,815	24,815	23,580.45	1,227.56	6.99	100.0%
560606 TELEPHONE EXPENSE	450	0	450	455.40	.00	-5.40	101.2%
560623 FACILITIES MAINTENANCE	14,650	0	14,650	12,066.52	.00	2,583.48	82.4%
TOTAL PROJECT MANAGEMENT	270,961	9,815	280,776	277,747.94	1,227.56	1,800.50	99.4%
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%

FOR 2019 12 JOURNAL DETAIL 2019 11 TO 2019 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LEVEE IMPROVEMENT	0	0	0	40,555.13	1,227.56	-41,782.69	100.0%
TOTAL REVENUES	-323,461	-9,815	-333,276	-237,192.81	.00	-96,083.19	
TOTAL EXPENSES	323,461	9,815	333,276	277,747.94	1,227.56	54,300.50	
GRAND TOTAL	0	0	0	40,555.13	1,227.56	-41,782.69	100.0%

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

FOR 2019 12 JOURNAL DETAIL 2019 12 TO 2019 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALAR	72,828	0	72,828	73,571.20	.00	-743.20	101.0%*
2019/12/120352 06/07/2019 PRJ 3,000.00 REF PY0607					WARRANT=060719	RUN=1 BI-WEEKL	
2019/12/120990 06/21/2019 PRJ 3,000.00 REF PY0621					WARRANT=062119	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	72,828	0	72,828	73,571.20	.00	-743.20	101.0%
510102 PART TIME SALARIES							
54741013 510102 PART TIME SALAR	0	0	0	.00	.00	.00	.0%
54741013 510102 USDA PART TIME S	0	0	0	.00	.00	.00	.0%
TOTAL PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
510103 TEMPORARY SALARIES							
54741013 510103 TEMPORARY SALAR	0	0	0	.00	.00	.00	.0%
TOTAL TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
510105 OVERTIME PAY							
54741013 510105 OVERTIME PAY	0	0	0	.00	.00	.00	.0%

FOR 2019 12 JOURNAL DETAIL 2019 12 TO 2019 12

	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	5,571	0	5,571	5,848.06	.00	-277.06	105.0%*
2019/12/120352 06/07/2019 PRJ	239.67 REF PY0607				WARRANT=060719	RUN=1 BI-WEEKL	
2019/12/120990 06/21/2019 PRJ	239.99 REF PY0621				WARRANT=062119	RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,571	0	5,571	5,848.06	.00	-277.06	105.0%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPER	6,875	0	6,875	6,945.10	.00	-70.10	101.0%*
2019/12/120352 06/07/2019 PRJ	283.20 REF PY0607				WARRANT=060719	RUN=1 BI-WEEKL	
2019/12/120990 06/21/2019 PRJ	283.20 REF PY0621				WARRANT=062119	RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	6,875	0	6,875	6,945.10	.00	-70.10	101.0%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURA	10,918	0	10,918	11,010.06	.00	-92.06	100.8%*
2019/12/120990 06/21/2019 PRJ	917.63 REF PY0621				WARRANT=062119	RUN=1 BI-WEEKL	
TOTAL EMPLOYEE INSURANCE	10,918	0	10,918	11,010.06	.00	-92.06	100.8%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREME	0	0	0	.00	.00	.00	.0%

FOR 2019 12 JOURNAL DETAIL 2019 12 TO 2019 12

	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	3,641	0	3,641	3,678.60	.00	-37.60	101.0%*
2019/12/120352 06/07/2019 PRJ	150.00 REF PY0607				WARRANT=060719	RUN=1 BI-WEEKL	
2019/12/120990 06/21/2019 PRJ	150.00 REF PY0621				WARRANT=062119	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,641	0	3,641	3,678.60	.00	-37.60	101.0%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEAL	728	0	728	735.70	.00	-7.70	101.1%*
2019/12/120352 06/07/2019 PRJ	30.00 REF PY0607				WARRANT=060719	RUN=1 BI-WEEKL	
2019/12/120990 06/21/2019 PRJ	30.00 REF PY0621				WARRANT=062119	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	728	0	728	735.70	.00	-7.70	101.1%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENS	0	0	0	.00	.00	.00	.0%
TOTAL CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE SUPPLIES	200	0	200	47.81	.00	152.19	23.9%

FOR 2019 12 JOURNAL DETAIL 2019 12 TO 2019 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OFFICE SUPPLIES	200	0	200	47.81	.00	152.19	23.9%
520205 UTILITY SERVICES							
54741013 520205 UTILITY SERVICE	90,000	5,000	95,000	86,952.71	.00	8,047.29	91.5%
2019/12/120194 06/06/2019 API 676.12 VND 001322 VCH IOWA AMERICAN WAT MAY 2ND PAYMENT 190639							
2019/12/120935 06/20/2019 API 28.83 VND 001322 VCH IOWA AMERICAN WAT JUNE 1ST PAYMENT 191045							
TOTAL UTILITY SERVICES	90,000	5,000	95,000	86,952.71	.00	8,047.29	91.5%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	150.00	.00	-150.00	100.0%*
TOTAL TRAVEL EXPENSES	0	0	0	150.00	.00	-150.00	100.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL SERVI	100	0	100	.00	.00	100.00	.0%
TOTAL TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013 520217 PROFESSIONAL SE	3,000	0	3,000	.00	.00	3,000.00	.0%
54741013 520217 USDA PROFESSIONA	0	0	0	.00	.00	.00	.0%

FOR 2019 12 JOURNAL DETAIL 2019 12 TO 2019 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLD	42,000	0	42,000	52,203.07	.00	-10,203.07	124.3%*
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	0	42,000	52,203.07	.00	-10,203.07	124.3%
520245 PAYMENT TO OTHER AGENCY							
54741013 520245 PAYMENT TO OTHE	0	0	0	503.26	.00	-503.26	100.0%*
TOTAL PAYMENT TO OTHER AGENCY	0	0	0	503.26	.00	-503.26	100.0%
520262 INTERDEPARTMENT SERVICE CHG							
54741013 520262 INTERDEPARTMENT	0	0	0	.00	.00	.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG	0	0	0	.00	.00	.00	.0%
520297 PROJECT EXPENSE							
54741013 520297 PROJECT EXPENSE	20,000	4,815	24,815	23,580.45	1,227.56	6.99	100.0%

2019/12/120488 06/11/2019 APM	-350.00	VND 008341 VCH	QUIJAS II, JOHN	SUMMER CONCERT JUNE 9TH 202019		
2019/12/120549 06/13/2019 API	325.00	VND 011369 VCH	LOPEZ, TEWANTA G	JUNE 16 2019 SUMMER CONCERT- T		
2019/12/120701 06/13/2019 APM	-325.00	VND 011369 VCH	LOPEZ, TEWANTA G	JUNE 16 2019 SUMMER CONCER2019		
2019/12/120938 06/20/2019 API	181.20	VND 004423 VCH	WHITE ROOFING	FREIGHT HOUSE AND UNION STATIO		191132
2019/12/120938 06/20/2019 API	259.45	VND 004423 VCH	WHITE ROOFING	FREIGHT HOUSE AND UNION STATIO		191132
2019/12/120938 06/20/2019 API	550.00	VND 006134 VCH	KEN PAULSEN ORCH	JUNE 30 2019 SUMMER CONCERT- K		191055

FOR 2019 12 JOURNAL DETAIL 2019 12 TO 2019 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROJECT EXPENSE	20,000	4,815	24,815	23,580.45	1,227.56	6.99	100.0%
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES	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 E	0	0	0	.00	.00	.00	.0%
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPEN	450	0	450	455.40	.00	-5.40	101.2%*
TOTAL TELEPHONE EXPENSE	450	0	450	455.40	.00	-5.40	101.2%
560620 LIABILITY INSURANCE							
54741013 560620 LIABILITY INSUR	0	0	0	.00	.00	.00	.0%
TOTAL LIABILITY INSURANCE	0	0	0	.00	.00	.00	.0%
560622 DATA PROCESSING							
54741013 560622 DATA PROCESSING	0	0	0	.00	.00	.00	.0%

FOR 2019 12 JOURNAL DETAIL 2019 12 TO 2019 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL DATA PROCESSING	0	0	0	.00	.00	.00	.0%
560623 FACILITIES MAINTENANCE							
54741013 560623 FACILITIES MAIN	14,650	0	14,650	12,066.52	.00	2,583.48	82.4%
TOTAL FACILITIES MAINTENANCE	14,650	0	14,650	12,066.52	.00	2,583.48	82.4%
560624 PROPERTY INSURANCE							
54741013 560624 PROPERTY INSURA	0	0	0	.00	.00	.00	.0%
TOTAL PROPERTY INSURANCE	0	0	0	.00	.00	.00	.0%
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENS	0	0	0	.00	.00	.00	.0%
TOTAL WORKERS COMPENSATION INSURANCE	0	0	0	.00	.00	.00	.0%
TOTAL PROJECT MANAGEMENT	270,961	9,815	280,776	277,747.94	1,227.56	1,800.50	99.4%
TOTAL LEVEE IMPROVEMENT	270,961	9,815	280,776	277,747.94	1,227.56	1,800.50	99.4%
TOTAL EXPENSES	270,961	9,815	280,776	277,747.94	1,227.56	1,800.50	
GRAND TOTAL	270,961	9,815	280,776	277,747.94	1,227.56	1,800.50	99.4%

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

Aging of Account Receivables
Levee Commission 2019

39742	**Invoice #: 1316184**		**Bill Date: 11/01/2018**
NOSTALGIA FARMS MARKET INC	421 W RIVER DR STE #2	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$833.33	$833.33
	Due Date: **12/01/2018**	**$833.33**	**$833.33**

39742	**Invoice #: 1316391**		**Bill Date: 12/01/2018**
NOSTALGIA FARMS MARKET INC	421 W RIVER DR STE #2	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$833.33	$166.65
	Due Date: **12/31/2018**	**$833.33**	**$166.65**

39742	**Invoice #: 1318339**		**Bill Date: 05/01/2019**
NOSTALGIA FARMS MARKET INC	421 W RIVER DR STE #2	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$833.33	$833.33
	Due Date: **05/31/2019**	**$833.33**	**$833.33**

39742	**Invoice #: 1318696**		**Bill Date: 06/03/2019**
NOSTALGIA FARMS MARKET INC	421 W RIVER DR STE #2	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$833.33	$833.33
	Due Date: **06/30/2019**	**$833.33**	**$833.33**

48022	**Invoice #: 1318699**		**Bill Date: 06/03/2019**	
NESTLE PURINA	607 SCHMIDT RD	DAVENPORT, IA 52802		5633286538
		Amount Billed	**Amount Owed**	
LEVEE COMMISSION RENTAL		$1,050.00	$1,050.00	
	Due Date: **06/30/2019**	**$1,050.00**	**$1,050.00**	

Aging of Account Receivables
Levee Commission 2019

75603	**Invoice #: 1318698**		**Bill Date: 06/03/2019**
MARINE SPECIALTIES	935 EAST RIVER DR	DAVENPORT, IA 52803	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$1,000.00	$1,000.00
	Due Date: **06/30/2019**	**$1,000.00**	**$1,000.00**

78274	**Invoice #: 1318697**		**Bill Date: 06/03/2019**
ANTONELLAS 2	421 W RIVER DR	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$1,500.00	$1,500.00
	Due Date: **06/30/2019**	**$1,500.00**	**$1,500.00**

Aging of Account Receivables
Levee Commission 2019

80418	**Invoice #: 1316913**		**Bill Date: 01/02/2019**
THE DINER LLC	421 W RIVER DR #5	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$3,750.00	$3,750.00
	Due Date: **02/01/2019**	**$3,750.00**	**$3,750.00**

80418	**Invoice #: 1317265**		**Bill Date: 02/01/2019**
THE DINER LLC	421 W RIVER DR #5	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$3,750.00	$3,750.00
	Due Date: **02/28/2019**	**$3,750.00**	**$3,750.00**

80418	**Invoice #: 1318344**		**Bill Date: 05/01/2019**
THE DINER LLC	421 W RIVER DR #5	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$3,750.00	$3,750.00
	Due Date: **05/31/2019**	**$3,750.00**	**$3,750.00**

80418	**Invoice #: 1318703**		**Bill Date: 06/03/2019**
THE DINER LLC	421 W RIVER DR #5	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$3,750.00	$3,750.00
	Due Date: **06/30/2019**	**$3,750.00**	**$3,750.00**

82074	**Invoice #: 1318705**		**Bill Date: 06/03/2019**
TASTE OF ETHIOPIA	102 S HARRISON ST #300	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$1,050.00	$1,050.00
	Due Date: **06/30/2019**	**$1,050.00**	**$1,050.00**

Aging of Account Receivables
Levee Commission 2019

83172	**Invoice #: 1318706**		**Bill Date: 06/03/2019**
ABHE & SVOBODA INC	18100 DAIRY LN	JORDAN, MN 55352	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$860.00	$860.00
	Due Date: **06/30/2019**	**$860.00**	**$860.00**

120236859	**Invoice #: 1318336**		**Bill Date: 05/01/2019**
FRONT STREET BREWERY INC	208 E RIVER DR	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$265.00	$265.00
	Due Date: **05/31/2019**	**$265.00**	**$265.00**

120236859	**Invoice #: 1318338**		**Bill Date: 05/01/2019**
FRONT STREET BREWERY INC	208 E RIVER DR	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$1,600.00	$1,600.00
LEVEE COMMISSION RENTAL		$1,462.00	$1,462.00
	Due Date: **05/31/2019**	**$3,062.00**	**$3,062.00**

120236859	**Invoice #: 1318693**		**Bill Date: 06/03/2019**
FRONT STREET BREWERY INC	208 E RIVER DR	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$265.00	$265.00
	Due Date: **06/30/2019**	**$265.00**	**$265.00**

120236859	**Invoice #: 1318695**		**Bill Date: 06/03/2019**
FRONT STREET BREWERY INC	208 E RIVER DR	DAVENPORT, IA 52801	
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$1,600.00	$1,600.00
LEVEE COMMISSION RENTAL		$1,462.00	$1,462.00
	Due Date: **06/30/2019**	**$3,062.00**	**$3,062.00**

Aging of Account Receivables
Levee Commission 2019

120236937	Invoice #: 1318692		Bill Date: 06/03/2019
FREIGHT HOUSE FARMERS MARKET	P O BOX 579	DAVENPORT, IA 52805	555-2235
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$1,583.33	$1,500.00
	Due Date: **06/30/2019**	**$1,583.33**	**$1,500.00**

300176255	Invoice #: 1318704		Bill Date: 06/03/2019
RAWSON, RITA L	1225 ARLINGTON AVE	DAVENPORT, IA 52803	5636505475
		Amount Billed	**Amount Owed**
LEVEE COMMISSION RENTAL		$810.00	$581.00
	Due Date: **06/30/2019**	**$810.00**	**$581.00**

Total Outstanding **31,861.64**

City of Davenport
Riverfront Improvement Commission

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

Date
6/25/2019

Subject:
Lindsay Park Yacht Club - DISCUSSION / ACTION

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	LPYC Loan Docs

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/21/2019 - 3:08 PM

ASSIGNMENT OF MANAGEMENT AGREEMENT WITH SUBORDINATION, ESTOPPEL, AND ATTORNMENT

THIS ASSIGNMENT OF MANAGEMENT AGREEMENT WITH SUBORDINATION, ESTOPPEL, AND ATTORNMENT ("Agreement") is executed as of _____, 2019, by and between LINDSAY PARK YACHT CLUB, INC., an Iowa Non-Profit Corporation ("Pledgor"), the DAVENPORT RIVERFRONT IMPROVEMENT COMMMISSION F/K/A DAVENPORT LEVEE IMPROVEMENT COMMISSION, a duly constituted commission of the City of Davenport, Iowa ("Commission"), and the CITY OF DAVENPORT, IOWA ("City") (the Commission and the City are collectively referred to as the "Landlord") in favor of IH MISSISSIPPI VALLEY CREDIT UNION, an Illinois Credit Union ("Lender").

RECITALS:

A. Lender has made a loan to Pledgor evidenced by a Promissory Note dated September 26, 2011 but made effective October 3, 2011, in the original principal amount of Four Hundred Sixty Five Thousand and No/100 Dollars ($465,000.00) and Lender has further made a loan to Pledgor evidenced by a Promissory Note dated _____, 2019 in the original principal amount of Three Hundred Fifty Thousand and No/100 Dollars ($350,000.00) (collectively, the "Loans" as the same may be amended, restated, replaced or otherwise modified from time to time) for the purpose of financing Pledgor's business entity ("Marina"). The Loans are secured by certain security documents which encumber the Marina (as amended, restated, replaced or otherwise modified from time to time, collectively the "Security Agreements").

B. Pledgor and Landlord have entered into that certain management agreement with respect to the Marina dated December 20, 1961 (as the same may be amended, restated, replaced or otherwise modified from time to time, the "Management Agreement").

C. To induce Lender to make the Loans, Lender has required that Pledgor assign its rights under the Management Agreement to Lender to secure payment and performance of the Loan Obligations (as hereinafter defined) and that Landlord agree to subordinate the Management Agreement to the Security Agreements and the other Loan Documents (as hereinafter defined) and to make certain other agreements in favor of Lender with respect to the Management Agreement and the Marina. For purposes of this Agreement, "Loan Obligations" shall be defined as all indebtedness owing to Lender under the Loan Documents, whether as principal, interest, fees or otherwise and all other obligations and liabilities to Lender under the Loan Documents (including all extensions, renewals, modifications, rearrangements, restructures, replacements and refinancings of the foregoing, whether or not the same involve modifications to interest rates or other payment terms), whether now existing or hereafter created, absolute or contingent, direct or indirect, joint or several, secured or unsecured, due or not due, contractual or tortuous, liquidated or unliquidated, arising by operation of law or otherwise, and whether or not presently contemplated under the Loan Documents.

D. All capitalized terms used and not otherwise defined herein shall have the meaning given them in the Loan Documents as defined and described therein.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Security; Pledgor's Obligation to Enforce Rights.** As security for the payment in full and performance of all of the Loan Obligations, Pledgor hereby unconditionally transfers, assigns and grants a security interest to Lender in the Management Agreement and all of Pledgor's presently owned or hereafter acquired rights, title and interests in, under or with respect to the Management Agreement (collectively, the "Assigned Rights"). Pledgor hereby represents and warrants to Lender that none of the Assigned Rights are subject to any assignment, claim, lien, security interest or other encumbrance other than the assignment and security interest granted herein. Pledgor shall not permit its rights in any of the Assigned Rights to be affected by any lien, security interest, attachment, levy, or other judicial process nor shall Pledgor assign or pledge in any manner, except as set forth herein, the Assigned Rights. Insofar as Pledgor may have any right, privilege or claim against the Landlord with respect to the Assigned Rights, Pledgor shall enforce such rights, privileges and claims diligently arid in good faith unless and until Lender exercises its rights to do so hereunder.

2. Subordination of Management Fees. The payment by Pledgor of Management or other fees to Landlord (collectively, "Management Fees") whether pursuant to the Management Agreement or otherwise, is hereby subordinated to the Loan Obligations, and except for receiving the scheduled monthly Management Fees and any reimbursement for expenses incurred by Landlord which are provided for in the Management Agreement (collectively, the Permitted Payments"), Landlord shall not ask for, demand, sue for, take or receive from Pledgor by setoff or in any other manner, the whole or any part of the Management Fees unless and until all of the Loan Obligations have been fully and indefeasibly paid and satisfied. Any Permitted Payments received by Landlord prior to its receipt of a Notice of a Default (as defined below) shall be retained by Landlord, as applicable. Landlord's right to receive the Permitted Payments pursuant to this Section 2 shall be subject to the following limitations:

2.1 Pledgor shall not pay, and Landlord shall not accept, any Permitted Payments more than ten (10) days in advance of the date that the same become due under the management Agreement; and

2.2 Pledgor shall not pay, and Landlord shall not accept, any Permitted Payment after Lender delivers to Landlord written notice that there is an event of default ("Notice of Default") except that Landlord may accept any Permitted Payment relating to work performed by Landlord under the Management Agreement during the month immediately preceding its receipt of the Notice of Default and relating to work performed by Landlord under the Management Agreement for Lender if Lender does not terminate the Management Agreement upon a Lender Transfer as provided herein.

3. **Subordination of Management Agreement to Loan Documents.** Landlord hereby acknowledges the terms of the Security Agreements, and consents to any and all other and further deeds of trust, mortgages, assignments, security agreements, pledges and similar instruments, and all amendments, replacements, restatements and other modifications thereto and thereof, now or hereafter running in favor of Lender and covering all or any part of the Marina

(collectively, the "Loan Documents") as security for the Loan Obligations. The Management Agreement and the rights of the Landlord thereunder are and shall at all times be subordinate and inferior to the lien of the Security Agreements and the other Loan Documents and the rights of Lender thereunder to the full extent of the Loan Obligations, until all of the Loan Obligations have been fully and indefeasibly paid and satisfied.

4. **Certain Representations and Warranties and Covenants Regarding the Management Agreement**. Pledgor and Landlord represent and warrant to Lender with respect to the Management Agreement, that (i) it is in full force and effect and has not been amended, restated, replaced or otherwise modified in any way, (ii) it evidences the entire agreement and understanding between Pledgor and Landlord with respect to the Marina, and (iii) there are no side letters or other arrangements, whether or not constituting amendments or other modifications to it, for bonuses, commissions (including listing commissions), fees, or similar inducements to Landlord for managing and operating the Marina. Without the prior written consent of Lender, which will not be unreasonably withheld or delayed, Pledgor and Landlord shall not enter into any such side letters or other arrangements, or modify or amend any of the terms of the Management Agreement and Pledgor shall not waive any of its rights or remedies under the Management Agreement.

5. **Lender's Right to Terminate the Management Agreement upon Lender Transfer**. If there shall be an event of default, or all or any part of the interest of Pledgor in the Marina shall be transferred (whether to Lender or to one or more other persons) by reason of foreclosure, sale under a power granted in the Loan Documents, or other similar proceedings (including without limitation, transfer of the Marina by deed in lieu of foreclosure) (collectively referred to hereinafter as a "Lender Transfer), the Management Agreement and all rights of Landlord thereunder shall, at the option of Lender, upon written notice to Pledgor and Landlord (the "Termination Notice"), terminate, which termination shall be effective immediately upon the giving by Lender of such Termination Notice. If Lender shall exercise its rights as set forth above, Landlord shall turn any and all funds, documents, keys, and other personal property belonging to Pledgor in its possession over to Lender and Lender shall have no liability or obligation to Landlord under the Management Agreement, including, without limitation, any liability or obligation to pay any fees to Landlord. Any and all other agreements between Pledgor and Landlord with respect to management of the Marina shall immediately terminate upon the giving of the Termination Notice, and Lender shall have no liability or obligation to Landlord under any such other agreement, including, without limitation, any liability or obligation to pay any fees to the Landlord.

6. **Attornment**. Landlord agrees that if a Lender Transfer takes place and Lender elects not to terminate the Management Agreement pursuant to Section 6 above, Landlord shall attorn to and be bound to the transferee of such interest (whether such transferee is Lender or one or more other persons, and if such transferee is Lender, then any subsequent transferee of such Lenders as well) under all of the terms, covenants and conditions of the Management Agreement with the same force and effect as if such transferee were the owner under the Management Agreement. From and after any such attornment, neither Lender nor such transferee shall be (i) liable for any act or omission of Pledgor, (ii) subject to any offsets or defenses which Landlord

might have against Pledgor, or (iii) bound by any amendment, restatement, replacement or other modification of the Management Agreement made without its prior written consent.

7. **Notice of Default under the Management Agreement**. Landlord agrees to give prompt written notice to Lender of any default by Pledgor under the Management Agreement which default would entitle Landlord to terminate the Management Agreement, and agrees that notwithstanding any provision of the Management Agreement to the contrary, no termination thereof shall be effective unless Lender has received or is deemed to have received the notice aforesaid and has failed to cure Pledgor's default which gave rise to such right of termination within the later of (i) the last day of any cure period provided to Pledgor in the Management Agreement with respect to such default, or (ii) ten (10) days after receipt by Lender of a notice of monetary default or ninety (90) days after receipt by Lender of notice of any other default. In any event, Lender shall have no obligation to cure any default of Pledgor under the Management Agreement.

8. **Notices**. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service, or by registered or certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses specified below (unless changed by similar notice in writing given by the particular party whose address is to be changed):

Pledgor:	Lindsay Park Yacht Club, Inc. Attn: Commodore 2100 E. River Drive Davenport, Iowa 52803
Landlord:	Davenport Riverfront Improvement Commission Attn: Steve Ahrens 226 W. 4th Street Davenport, Iowa 52801
Lender:	IH Mississippi Valley Credit Union Attn: Chief Lending Officer 2121 - 47th Street Moline, IL 61266

Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This section shall not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or upon any person in any situation or for any reason. No notice given to or demand made on Pledgor by Lender in any instance shall entitle Pledgor to notice or demand in any other instance.

9. **Preservation of Rights; Amendment**. No delay or omission of Lender to exercise any rights under or with respect to this Agreement shall impair such right or be construed to be a waiver of any default by Pledgor with respect to this Agreement or any of the Loan Documents or an acquiescence therein. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right. This Agreement may not be amended or otherwise modified except in a writing signed by all of the parties hereto.

10. **Severability of Provisions**. Any provision in this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions of this Agreement in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction.

11. **Successors and Assigns**. This Agreement shall inure to the benefit of and shall be enforceable by Lender and its successors and assigns and shall be binding upon Pledgor and Landlord and their respective successors and assigns. This Agreement may not be assigned by Pledgor or Landlord without the prior written consent of Lender.

12. **Multiple Counterparts; Facsimile Transmissions**. This Agreement may be executed in multiple counterparts and on separate counterparts each of which shall constitute an original and all of which taken together shall constitute but one and the same document. Signatures to this Agreement may be given by facsimile or other electronic transmission, and such signatures shall have the same binding effect as an original signature on an original document.

13. **Headings**. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Agreement.

14. **Survival of Provisions**. All representations, warranties and covenants of Pledgor and Landlord contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and indefeasible payment and performance by Pledgor of the Loan Obligations.

15. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without giving effect to choice or conflicts of law principles thereunder.

16. **Entire Agreement**. The Agreement reflects the entire agreement of the parties with respect to the subject matter hereof.

17. **Choice of Forum**. PLEDGOR, LANDLORD AND LENDER AGREE TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURT OF THE SOUTHERN DISTRICT OF IOWA, AND THE STATE COURTS OF IOWA LOCATED IN SCOTT COUNTY OR THE CITY OF DAVENPORT, IOWA, AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED

THEREIN, AND AGREE THAT ANY DISPUTE CONCERNING THE RELATIONSHIP BETWEEN PLEDGOR, LANDLORD AND LENDER OR THE CONDUCT OF EITHER OF THEM IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE HEARD ONLY IN THE COURTS DESCRIBED ABOVE. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

18. **Waiver of Jury Trial**. PLEDGOR, LANDLORD AND LENDER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR EITHER OF THEM IN RESPECT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. PLEDGOR, LANDLORD AND LENDER AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EITHER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

19. **Corporate/Municipal Authority**. The execution and delivery of this Agreement is within the power of all of the undersigned, has been duly authorized by all necessary action, and has, or by the time of execution and delivery shall have, received all necessary corporate/municipal approval and shall be legally enforceable in accordance with its terms.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered, and this Agreement is effective as of the day and year first above written.

Pledgor: LINDSAY PARK YACHT CLUB, INC., an Iowa Non-Profit Corporation

By: _____
Christy Ellenberg, Commodore

Lender: IH MISSISSIPPI VALLEY CREDIT UNION, an Illinois Credit Union

By: _____
Name:
Title:

Commission: DAVENPORT RIVERFRONT IMPROVEMENT COMMISSION F/K/A DAVENPORT LEVEE IMPROVEMENT COMMISSION, a duly constituted commission of the City of Davenport, Iowa

By: _____
Name:
Title:

City: CITY OF DAVENPORT, IOWA

By: _____
Name: Frank Klipsch
Title: Mayor

ATTEST:

_____
City Clerk

City of Davenport
Riverfront Improvement Commission

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

Date
6/25/2019

Subject:
Canadian Pacific Railroad Crossings - DISCUSSION

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Canadian Pacific Crossings

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/21/2019 - 3:10 PM

CITY OF DAVENPORT, IOWA

MEMORANDUM
Public Works Department
Phone: 888-3055
Fax: 888-2079

DATE: June 20, 2019

TO: Joint Work Group – City Council/Riverfront Improvement

FROM: Nicole Gleason, Asst. City Administrator/Public Works Director

RE: Rail Crossing Restoration Update – June 17 follow up

Thank you all for your feedback in regards to the rail crossing restoration on June 10 and 17. I wanted to provide an update on several of the concerns that have been raised to this point:

1. The Mayor did reach out to Canadian Pacific and there is no interest in lowering the tracks. CP did indicate they were still interested in working with us to achieve riverfront long term goals.
2. Crossing Status:
    a. Marquette – permission given to CP to proceed beyond 30%
    b. River Heritage Park – Zach is working on a counter proposal
    c. Gaines St. – at this point a crossing would have to be eliminated to add this one, staff is working on this recommendation for Monday, June 24th meeting.
    d. Bike path raise request made to CP – they did not seem opposed to including this in their design
    e. Other crossings – no further direction given – need to make a determination on C above to proceed.
3. Attached is my memo to Canadian Pacific in regards to the above matters.

Nicole Gleason,
Asst. City Administrator/Public Works Director

CITY OF DAVENPORT, IOWA
MEMORANDUM
Public Works Department
Phone: 888-3055
Fax: 888-2079

DATE: June 20, 2019

TO: Canadian Pacific Railway

FROM: Nicole Gleason, Asst. City Administrator/Public Works Director

RE: Rail Crossing Restoration Update – June 17 meeting follow up

Thank you for your patience in awaiting our response on the riverfront crossing restoration. Here is the current status/understanding, please confirm you agree with this status:

1. Our legal department is working with the State of Iowa to finalize an approved Memo of Understanding between CP, Davenport and the State in regards to an extension and timeline of restoration that is mutually agreed to. I am hoping to have more information on that yet this week.
2. The City of Davenport has asked Canadian Pacific to proceed beyond 30% design on Marquette.
3. The City of Davenport has requested Canadian Pacific to consider an alternate entrance to the ballpark at Warren St. and turns Gaines St. to a pedestrian crossing. Verbal agreement for consideration was given and CP requested City to consider eliminating an alternate crossing in exchange for this. Can CP please confirm the reasons for a limited number of rail crossings for me to share with the joint committee?
4. New information: The City of Davenport does not like the planned restoration of River Heritage Park. Our landscape architect is working on an alternate proposal.
5. New information: The City of Davenport is working with the Army Corps of Engineers for a less invasive crossing at Perry St. We will be providing an alternate proposal.
6. The City has requested CP to consider raising the entire bike path along the length of the track raise that disturbed the bike path. CP has indicated this can be considered as part of the HDR design plans to determine a cost delta.
7. New Request: The City of Davenport would like to request that CP/HDR/RDG (RDG was the landscape architect on the latest iteration of the Riverfront design plan) work on a small change order to create a rendering of how the newly raised track/bike path can be incorporated to the design that was just created. Tens of thousands was spent on this design by our downtown partners and this consideration was not included, because it was unknown.
8. New Request: What are the fencing requirements to raise the bike path? The City of Davenport would like the least obtrusive fencing possible and we would like to work on what height/design would meet both of our needs. We realize some of these fence requirements were outlined in 1990, but are interested if these requirements have been updated since that time.

9. Thus far, there have not been objections to the crossing plans at Ripley, Harrison or Main, however, if we will be required to eliminate a crossing as part of #3 above, we still need to make that determination. Our landscape architect is also working to help ease transitions at these crossings and will be sending comments soon.
10. Brady Crossing – our landscape architect will be supplying notes as to concerns of entry to the newly constructed multi-use space adjacent to this crossing.
11. New Request – There is parking lot damage and asphalt debris in the area where equipment was used to raise tracks. Could you please have local crew inspect this area and submit a repair plan for any damage related to rail crossings?
12. New Request – Are you willing to share survey data and CAD data, so we can make the feedback of our landscape architect more meaningful?

Please review this with your team as soon as possible. Our next joint work meeting will be on Monday, June 24th, and it would be helpful to be able to response to some of these items at that meeting in the interest of keeping the process moving. We can meet via phone before that time if needed.

Thank you

Nicole Gleason,
Asst. City Administrator/Public Works Director

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission **Date**
Contact Info: Steve Ahrens 888-2235 **6/25/2019**

Subject:
Strategic Planning Initiative / Joint Workgroup

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/21/2019 - 3:11 PM

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission **Date**
Contact Info: Steve Ahrens 888-2235 **6/25/2019**

Subject:
Public With Business (5 Mins)

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/21/2019 - 3:11 PM

City of Davenport
Riverfront Improvement Commission

Department: Riverfront Improvement Commission **Date**
Contact Info: Steve Ahrens 888-2235 **6/25/2019**

Subject:
Tuesday, July 23, 2019 at 5:30 p.m. in Council Chambers

ATTACHMENTS:

	Type	Description
	Cover Memo	Summer Concert Series 2019

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	6/21/2019 - 3:13 PM

The Davenport Riverfront Improvement Commission
and Regional Development Authority

Along with the Max D. Petersen Memorial Trust Fund
Proudly Present

Music on the River – 2019

Petersen Pavilion, LeClaire Park

7:00 p.m. (unless otherwise noted)
REVISED June 20, 2019

Wednesday, July 3	Red, White & Boom! with The RiverCity 6 - Freight House Stage
Sunday, July 14	BIX JAZZ FEST PREVIEW - 6:00 p.m.
Sunday, July 21	Ken Paulsen Orchestra
Friday, August 2	BIX JAZZ FEST - 6:00 p.m.
Sunday, August 11	Crooked Cactus Band
Wednesday, August 21	Josh Duffee & His Orchestra
Sunday, August 25	Big River Brass Band
Wednesday, August 28	Central High School Marching Band

ALL CONCERTS ARE FREE
CONCESSIONS AVAILABLE
CALL 888-2235 FOR INFORMATION