

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, MAY 28, 2019; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

A. Approve the Meeting Minutes from April 23, 2019 - ACTION

III. Finance

A. Approve the Disbursements - ACTION

IV. Leases

A. Rita Rawson, Union Station - DISCUSSION

V. Projects

A. Lindsay Park Boat Club - DISCUSSION/ACTION

B. Rent Adjustment Proposal for Flood-impacted Tenants - ACTION

C. Union Station Discussion

D. Riverfront Railroad Status

VI. Staff Report

VII. Other Business

A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

A. Tuesday, June 25, 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
5/28/2019

Subject:

Approve the Meeting Minutes from April 23, 2019 - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	RIC Minutes April 23, 2019

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/23/2019 - 4:36 PM



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
April 23, 2019

Present: Pat Walton, Bill Ashton, Bill Churchill, Karin Elftmann-Gross, Randall Goblirsch, Gwendolyn Lee, and Ryan Reed

Others Present: Richard Thomas, Parks Liaison; Bill Handel, Citizen; 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 March 26 meeting. Churchill seconded the motion and it carried.

Finance

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

Lease

Staff presented the draft lease renewal with Rita Rawson, who is a tenant in Union Station. The agreement will be considered at the next Commission meeting.

Ahrens provided a draft revised lease agreement with Visit Quad Cities (QCCVB) for its return to the first floor at Union Station. The agreement will be considered at the next Commission meeting.

Projects

By way of recent City drone footage via the City Facebook page, staff provided an update on flooding and related activities.

Ahrens and Workgroup Task Force members updated the Commission on the recent Joint Workgroup Task Force meetings. The Commission continued to discuss the Strategic Plan, noting several of the initiatives have been accomplished, and highlighting especially the activities of the Workgroup, which is nearing the completion of its task.

Staff Report

Ahrens provided updates on a variety of topics, including:

- Channel Cat Dock System Replacement Federal Grant Application
- Riverfront Restaurant openings
- Freight House Farmer's Market opening day relocation

Richard Thomas, Parks Liaison, provided the Commission with an update of recent activities of the Parks and Recreation Advisory Board, including a recent tour of various park system assets.

Other Business

Bill Handel, Citizen, provided comments to the Commission. With no further public with business to present, and with no further business, the meeting was adjourned at 6:20 p.m.

Pat Walton, Chair

City of Davenport
Riverfront Improvement Commission

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

Date
5/28/2019

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	RIC Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/23/2019 - 4:37 PM

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City of Davenport
YTD REPORT

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FOR 2019 11

JOURNAL DETAIL 2019 10 TO 2019 10

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450110 INTEREST POOLED INVESTMENTS	0	0	-225,000	-235.00	.00	235.00	100.0%
450404 LEVEE COMMISSION RENT	-215,000	-10,000	-225,000	-218,293.88	.00	-6,706.12	97.0%
480690 MISCELLANEOUS	-30,000	0	-30,000	-39,434.18	.00	9,434.18	131.4%
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	-257,963.06	.00	-75,312.94	77.4%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	72,828	0	72,828	64,571.20	.00	8,256.80	88.7%
510120 RETIREMENT-FICA	5,571	0	5,571	5,128.41	.00	442.59	92.1%
510130 RETIREMENT-IPERS	6,875	0	6,875	6,095.50	.00	779.50	88.7%
510140 EMPLOYEE INSURANCE	10,918	0	10,918	9,174.80	.00	1,743.20	84.0%
510161 DEFERRED COMP	3,641	0	3,641	3,228.60	.00	412.40	88.7%
510162 RETIREMENT HEALTH SAVINGS	728	0	728	645.70	.00	82.30	88.7%
520201 OFFICE SUPPLIES	200	0	200	47.81	.00	152.19	23.9%
520205 UTILITY SERVICES	90,000	5,000	95,000	79,842.26	.00	15,157.74	84.0%
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	21,774.30	1,415.50	1,625.20	93.5%
560606 TELEPHONE EXPENSE	450	0	450	418.01	.00	31.99	92.9%
560623 FACILITIES MAINTENANCE	14,650	0	14,650	10,415.12	.00	4,234.88	71.1%
TOTAL PROJECT MANAGEMENT	270,961	9,815	280,776	254,198.04	1,415.50	25,162.46	91.0%
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 2019 11

JOURNAL DETAIL 2019 10 TO 2019 10

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LEVEE IMPROVEMENT	0	0	0	-3,765.02	1,415.50	2,349.52	100.0%
TOTAL REVENUES	-323,461	-9,815	-333,276	-257,963.06	.00	-75,312.94	
TOTAL EXPENSES	323,461	9,815	333,276	254,198.04	1,415.50	77,662.46	
GRAND TOTAL	0	0	0	-3,765.02	1,415.50	2,349.52	100.0%

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

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City of Davenport
MONTHLY DETAIL

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FOR 2019 11

JOURNAL DETAIL 2019 11 TO 2019 11

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALARIES	72,828	0	72,828	64,571.20	.00	8,256.80	88.7%
2019/11/110349 05/10/2019 PRJ	3,000.00 REF PY0510				WARRANT=051019	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	72,828	0	72,828	64,571.20	.00	8,256.80	88.7%
510102 PART TIME SALARIES							
54741013 510102 PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
54741013 510102 USDA PART TIME SALA	0	0	0	.00	.00	.00	.0%
TOTAL PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
510103 TEMPORARY SALARIES							
54741013 510103 TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
TOTAL TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
510105 OVERTIME PAY							
54741013 510105 OVERTIME PAY	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL

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FOR 2019 11

JOURNAL DETAIL 2019 11 TO 2019 11

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	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	5,128.41	.00	442.59	92.1%
2019/11/110342 05/10/2019 PRJ	239.67 REF PY0510				WARRANT=051019	RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-FICA	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,571	0	5,571	5,128.41	.00	442.59	92.1%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPERS	6,875	0	6,875	6,095.50	.00	779.50	88.7%
2019/11/110342 05/10/2019 PRJ	283.20 REF PY0510				WARRANT=051019	RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-IPE	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	6,875	0	6,875	6,095.50	.00	779.50	88.7%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURANCE	10,918	0	10,918	9,174.80	.00	1,743.20	84.0%
TOTAL EMPLOYEE INSURANCE	10,918	0	10,918	9,174.80	.00	1,743.20	84.0%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%

City of Davenport
MONTHLY DETAIL

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JOURNAL DETAIL 2019 11 TO 2019 11

FOR 2019 11

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	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	3,228.60	.00	412.40	88.7%
2019/11/110342 05/10/2019 PRJ	150.00 REF PY0510				WARRANT=051019	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,641	0	3,641	3,228.60	.00	412.40	88.7%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH	728	0	728	645.70	.00	82.30	88.7%
2019/11/110342 05/10/2019 PRJ	30.00 REF PY0510				WARRANT=051019	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	728	0	728	645.70	.00	82.30	88.7%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
TOTAL CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE SUPPLIES	200	0	200	47.81	.00	152.19	23.9%
TOTAL OFFICE SUPPLIES	200	0	200	47.81	.00	152.19	23.9%
520205 UTILITY SERVICES							

FOR 2019 11

JOURNAL DETAIL 2019 11 TO 2019 11

FOR 2019 11	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520205 UTILITY SERVICES	90,000	5,000	95,000	79,842.26	.00	15,157.74	84.0%
TOTAL UTILITY SERVICES	90,000	5,000	95,000	79,842.26	.00	15,157.74	84.0%
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 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	3,000	0	3,000	.00	.00	3,000.00	.0%
54741013 520217 USDA PROFESSIONAL S	0	0	0	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLDGS	42,000	0	42,000	52,203.07	.00	-10,203.07	124.3%*
2019/11/110023 05/02/2019 API	4,180.00	VND 000942 VCH	PETERSEN PLUMBING & WATER HEATER	FOR PACKAGE EXPRE			189582
2019/11/110488 05/13/2019 API	80.00	VND 000003 VCH	P CARD VENDOR	PEST CONTROL AT FREIGHT HOUSE			

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City of Davenport
MONTHLY DETAIL

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FOR 2019 11

JOURNAL DETAIL 2019 11 TO 2019 11

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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 OTHER A	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 SE	0	0	0	.00	.00	.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG	0	0	0	.00	.00	.00	.0%
520297 PROJECT EXPENSE							
54741013 520297 PROJECT EXPENSE	20,000	4,815	24,815	21,774.30	1,415.50	1,625.20	93.5%
2019/11/110314 05/09/2019 API	34.78 VND 012311 VCH		AHRENS, STEVEN	REIMBURSEMENT FOR KEY CUTTING		5000934	
TOTAL PROJECT EXPENSE	20,000	4,815	24,815	21,774.30	1,415.50	1,625.20	93.5%
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES & S	0	0	0	.00	.00	.00	.0%
TOTAL OTHER SUPPLIES & SERVICES	0	0	0	.00	.00	.00	.0%
530303 OPERATING EQUIPMENT							
54741013 530303 USDA OPERATING EQUI	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL

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FOR 2019 11

JOURNAL DETAIL 2019 11 TO 2019 11

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPENSE	450	0	450	418.01	.00	31.99	92.9%
TOTAL TELEPHONE EXPENSE	450	0	450	418.01	.00	31.99	92.9%
560620 LIABILITY INSURANCE							
54741013 560620 LIABILITY INSURANCE	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%
TOTAL DATA PROCESSING	0	0	0	.00	.00	.00	.0%
560623 FACILITIES MAINTENANCE							
54741013 560623 FACILITIES MAINTEN	14,650	0	14,650	10,415.12	.00	4,234.88	71.1%
TOTAL FACILITIES MAINTENANCE	14,650	0	14,650	10,415.12	.00	4,234.88	71.1%
560624 PROPERTY INSURANCE							
54741013 560624 PROPERTY INSURANCE	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL

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FOR 2019 11

JOURNAL DETAIL 2019 11 TO 2019 11

	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROPERTY INSURANCE	0	0	0	.00	.00	.00	.0%
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENSATI	0	0	0	.00	.00	.00	.0%
TOTAL WORKERS COMPENSATION INSURANCE	0	0	0	.00	.00	.00	.0%
TOTAL PROJECT MANAGEMENT	270,961	9,815	280,776	254,198.04	1,415.50	25,162.46	91.0%
TOTAL LEVEE IMPROVEMENT	270,961	9,815	280,776	254,198.04	1,415.50	25,162.46	91.0%
TOTAL EXPENSES	270,961	9,815	280,776	254,198.04	1,415.50	25,162.46	
GRAND TOTAL	270,961	9,815	280,776	254,198.04	1,415.50	25,162.46	91.0%

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

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	3,062.00	3,062.00	3,062.00	36,520.00
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%	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							5,000.00			3,900.00			3,900.00
6 LPBC Lindsay Park Boat Club	2,500.00			2,500.00			2,500.00			2,500.00			5,000.00
7 CHS, Inc / Harvest States Co	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
8 One River Place	1,964.77	1,707.56	1,330.09	522.16	0.00	0.00	0.00	0.00	0.00	0.00	1,525.74	1,572.15	8,622.47
9 Driftwood/Buds	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
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	383.33	383.33	383.33	3,959.97
12 Rawson - Union Station	176.00	176.00	176.00	176.00	176.00	176.00	311.00	311.00	311.00	311.00	311.00	311.00	2,922.00
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	1,000.00	1,000.00	12,000.00
14 Front Street parking	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
15 Freight House Farmers Mart	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	1,583.33	1,583.33	18,333.32
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	2,635.75	2,635.75	2,635.75	30,429.00
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	0.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	26,250.00
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	1,500.00	1,500.00	1,500.00	16,666.64
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	1,050.00	1,050.00	3,150.00
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	24,980.21	20,829.36	20,807.95	224,413.80
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	25,840.21	21,689.36	21,667.95	233,153.80

RENEW

City of Davenport
Riverfront Improvement Commission

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

Date
4/23/2019

Subject:
Rita Rawson, Union Station - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Rawson Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/24/2019 - 8:53 AM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 28th day of May, 2019 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Rita Rawson, CRPC[®], hereinafter designated as "Tenant."

1. LEASED PREMISES

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

Part of the second floor of the Union Station at 102 South Harrison Street, Davenport, Scott County, Iowa, to include approximately 311 square feet as shown on the attached floor plans, marked Exhibit A and made a part hereof hereinafter referred to as "Leased Premises."

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

2. TERM

A. The term of this Lease shall be for a period of Two (2) Years, and shall commence on July 1, 2019 and shall terminate on June 30, 2021.

B. Tenant shall have the option to renew this lease at the end of this 2-year period at a new rental rate to be established between Landlord and Tenant. Tenant shall notify Landlord 90 days in advance of the end of the present term in writing of its interest in exercising its option to renew.

3. RENTAL

The Tenant shall pay to the Landlord for use of the Leased Premises the following sums: In Year One – Three Thousand Seven Hundred Thirty-Two Dollars and No Cents (\$3,732.00) per year paid on a monthly basis (first day of the month) of Three Hundred Eleven Dollars and No Cents (\$311.00). In Year Two – Three Thousand Eight Hundred Forty Dollars and No Cents (\$3,840.00) or Three Hundred Twenty Dollars and No Cents (\$320.00) Monthly. 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.

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

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

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

6. FIRE INSURANCE

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

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

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

B. The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

(1) Commercial General Liability

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

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

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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(3) Excess Liability Umbrella

\$1,000,000

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

C. Contractual Liability; the insurance required above under "LESSEE INSURANCE", shall:

(1) **be Primary insurance and non-contributory.**

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

CERTIFICATES OF INSURANCE

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

INDEMNIFICATION

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

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

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

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

C. The Lessee shall not be responsible for damage or injury caused by the Landlord's negligence relating to items that remain the exclusive responsibility of the City.

8. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alternations, after the build-out, of the Leased Premises, or any part there of, without the prior written consent of the Landlord,

which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

9. MAINTENANCE AND SANITATION

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

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

16. EXTERIOR LIGHTING

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

17. UTILITIES

The Landlord shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. (Tenant shall provide and pay all charges for telephone service, janitorial services, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to

the Tenant shall be paid by the Tenant. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

18. ENTRY AND INSPECTION

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

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

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

20. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or and part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord.

Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability which has accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by assignee and an opportunity to cure the same. Any assignment or subletting without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of the Tenant, by operation of law without the prior written consent of the Landlord. The Landlord shall give the Tenant prior notice of the assignment of this Lease and/or any interest of the Landlord therein.

21. DEFAULT, RE-ENTRY REMEDIES

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

22. DEFAULT, COSTS, AND ATTORNEY FEES

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

23. SALE OF LEASED PREMISES BY LANDLORD

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

24. REIMBURSEMENT

A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Tenant to perform such covenant or term~ the sum or sums of money so paid by the Landlord shall be considered as additional rental and shall be payable by the Tenant to the Landlord on the

first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.

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

25. WAIVER

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

26. SUCCESSORS IN INTEREST

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

27. PARTIAL INVALIDITY

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

28. TIME

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

29. EMINENT DOMAIN

A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that

date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

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

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

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

30. HOLDING OVER

Continued possession, beyond the expiration date of the term of this lease, by the Tenant, coupled with the receipt 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 to the extent possible during periods of periodic 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 that time period 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. Tenant is solely responsible to keep itself informed of the assessment and collection of taxes.

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

C. The Tenant is hereby provided the exclusive use of the second floor office suite shown on Exhibit A of the building plan.

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

33. GENERAL

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

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

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

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

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

RITA RAWSON, CRPC®

**RIVERFRONT IMPROVEMENT
COMMISSION**

By _____

By _____

Pat Walton, Chair

Date _____

Date _____

Attach Exhibit A

City of Davenport
Riverfront Improvement Commission

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

Date
5/28/2019

Subject:
Rent Adjustment Proposal for Flood-impacted Tenants - ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	Tenant Rent Forgiveness

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/23/2019 - 4:43 PM

	APRIL	MAY	JUNE
Marine Specialties		\$1,000	
Union Station Tenants:			
Mississippi Valley Blues Society	\$383.33	\$383.33	\$383.33
Rita Rawson	\$311	\$311	\$311
Rock River Family Office	\$2,635.75	\$2,635.75	\$2,635.75
Taste of Ethiopia		\$1,050	
Freight House Tenants:			
The Diner	\$3,750	\$3,750	
Antonella's	\$1,500	\$1,500	
Front Street Brewery	\$3,327	\$3,327	
Nostalgia Fresh Deli	\$2,000	\$2,000	
Freight House Farmer's Market		\$1,583.33	
TOTAL	\$13,907.08	\$17,540.41	\$3,330.08
GRAND TOTAL			\$34,777.57

City of Davenport
Riverfront Improvement Commission

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

Date
5/28/2019

Subject:
Union Station Discussion

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/23/2019 - 4:44 PM

City of Davenport
Riverfront Improvement Commission

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

Date
5/28/2019

Subject:
Riverfront Railroad Status

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/23/2019 - 4:45 PM

City of Davenport
Riverfront Improvement Commission

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

Date
5/28/2019

Subject:
Public With Business (5 Mins)

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/23/2019 - 4:46 PM

City of Davenport
Riverfront Improvement Commission

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

Date
5/28/2019

Subject:
Tuesday, June 25, 2019 at 5:30 p.m. in Council Chambers

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	5/23/2019 - 4:47 PM