

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, FEBRUARY 22, 2022; 5:30 PM

CITY HALL | 226 WEST 4TH STREET | COUNCIL CHAMBERS

I. Call to Order

II. Approval of Minutes

- A. Approve the January 25, 2022 Meeting Minutes - ACTION (1)

III. Finance

- A. Approve the Disbursements - ACTION - (1)

IV. Leases

- A. Lake Davenport Sailing Club - DISCUSSION - (5)
- B. Drop Lot for Nestle - River Dr and Marquette - DISCUSSION / ACTION (5)

V. Projects

- A. MidAmerican Energy Company Electric Transmission Line Easement Agreement - ACTION (10)
- B. FY2023 Operating Budget - ACTION - (10)

VI. Staff Report

- A. Parks Report (5)

VII. Other Business

- A. Public With Business (5 Minutes)

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, March 22, 2022 at 5:30 p.m. in Council Chambers, City Hall

Riverfront Improvement Commission
Minutes
January 25, 2022

Present (Physical): Bill Ashton, Dee Bruemmer, Bill Churchill, Randall Goblirsch, Kelli Grubbs, Tom Guy, Gwendolyn Lee; Breanna Pairrett, and Julie Tonn

Present (Virtual):

Others Present: Ald. Kyle Gripp, Council Liaison; Chris Meyer, Parks Liaison; Zach Peterson, Public Works; Dawn Carlson, Bill Schierbrock, MidAmerican Energy Company; and Steve Ahrens, Riverfront Improvement Commission

Chairwoman Grubbs called the meeting to order at 5:31 p.m. and welcomed all in attendance. Ahrens announced that a quorum for the meeting had been met, and instructions were provided regarding tonight's meeting protocol.

Approval of Minutes

Grubbs asked for the approval of the minutes. Ashton moved to approve the minutes of the November 23, 2021 meeting. Churchill seconded the motion and carried unanimously.

Finance

Ahrens presented and provided updates regarding the month's disbursements, aged receivables report and the FY2022 Lease Report. Ashton moved to approve the disbursements. Churchill seconded the motion and it carried.

Leases

Staff presented the draft temporary license agreement with Bhavna, LLC for a COVID Testing Site in a portion of the Florian Keen Parking Lot. Following discussion, Churchill moved to approve the agreement. Bruemmer seconded the motion and it carried.

Projects

Ahrens introduced staff from MidAmerican Energy Company, which included Dawn Carlson and Bill Schierbrock, and provided a summary of the draft Electric Transmission Line Easement Agreement. Discussion included providing a more precise visual illustration of the transmission line easement and how to ensure synergy with future development in the area (i.e. Veterans Memorial Park). Staff will provide the Commission with responses at the next meeting when the item will be considered.

Following the February meeting, if supported by the Commission, the item will have a public hearing and be considered by the City Council for concurrent approval.

Zach Peterson with Public Works provided the Commission with a presentation regarding Phase II, or The Overlook at Veteran's Memorial Park. Peterson discussed the history of the park, the initial phase, as well as the highlights of the upcoming phase. Project construction will begin this spring.

Ahrens again briefly presented the draft FY2023 Riverfront Fund Operating Budget for the Commission to review, with additional discussion surrounding the draft proposal for Riverfront Refresh 2022 programming and operation funding. Following discussion, the Commission will consider the operating budget approval at the next meeting.

In presenting the proposal, Ahrens touched on the ongoing planning for the 2022 calendar of events and activities along Davenport's Riverfront.

Staff Report

Chris Meyer, Parks Liaison to the Commission, provided a report, which included an update on the Parks master planning efforts and park development funding prioritization.

Ahrens briefed the Commission on this year's Christkindlmarkt Quad Cities, which occurred at the Freight House during the weekend of December 3-5, and was a huge success. Additionally, ICEtravaganza turned out hundreds of families to enjoy twenty ice sculptures and related activities at the Freight House. In addition, Ahrens updated the Commission on the 2022 scheduled stops at River Heritage Park for the two Cruise Lines and the discussions regarding the Canadian Pacific Railroad / Kansas City Southern merger.

Other Business

With no public with business to present to the Commission, and with no further business, the meeting was adjourned at 7:04 p.m.

Gwendolyn Lee, Secretary

Revenue/Billing Table
FY - 2022 Levee Fund #740

Lessee	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Summary	Expires	Adjust
1 Front Street Brewery - FH	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	37,440.00	Oct-23	NA
2 Chill Eats	2,000.00	2,000.00	2,000.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	19,500.00	May-22	NA
3 MidAmerican Co.	6,000.00												6,000.00	Jun-22	NA
4 Lake Davenport Sailing Club										3,900.00			3,900.00	Mar-22	NA
5 LPBC Lindsay Park Boat Club							6,000.00						6,000.00	Dec-26	NA
6 GHS, Inc / Harvest States C	2,500.00			2,500.00			2,500.00			2,500.00			10,000.00	Sep-24	NA
7 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	Monthly	NA
8 Bare Bones BBQ	1,336.68	1,416.79	1,139.32	710.75	358.95	339.89	252.84	0.00	0.00	0.00	0.00	0.00	5,566.22	Mar-34	Mar-23
9 QCCVB - Union Station	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04	Jun-22	Jun-21
10 MVBS - Union Station	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00	Sep-23	NA
11 Rawson - Union Station	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	3,840.00	Jun-23	NA
12 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	May-23	NA
13 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	Monthly	NA
14 Freight House Farmers Mar	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04	Feb-24	NA
15 Union Station Upper Level	0.00	0.00	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	10,000.00	Sep-24	Sep-22
16 Heartland Healing	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	May-22	NA
17 Nestle - SemiParkingLot	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	13,200.00	Dec-23	NA
18 The Diner	3,000.00	3,000.00	3,000.00	3,000.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	39,000.00	Oct-24	NA
19 Antonelli's II	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00	Feb-24	NA
20 Taste of Ethiopia	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	14,000.04	Oct-23	Oct-22
Subtotal	27,313.69	18,893.80	19,616.33	21,187.76	18,711.96	18,891.90	27,104.85	18,352.01	18,352.01	24,752.01	18,352.01	18,352.01	248,680.34		
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		
Abbe & Svoboda	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		
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00		
Total	27,313.69	18,893.80	19,616.33	21,187.76	18,711.96	18,891.90	28,104.85	18,352.01	18,352.01	24,752.01	18,352.01	18,352.01	250,680.34		

City of Davenport



YTD REPORT

FOR 2022 08 JOURNAL DETAIL 2022 7 TO 2022 7						
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4740 LEVEE IMPROVEMENT						
00000 UNDEFINED						
450110 INTEREST POOLED INVESTMENTS	0.00	0.00	-448.77	0.00	448.77	100.0%
450404 LEVEE COMMISSION RENT	0.00	-275,000.00	-241,472.68	0.00	-33,527.32	87.8%
480170 OTHER CONTRIBUTIONS	0.00	0.00	-1,111.11	0.00	1,111.11	100.0%
480690 MISCELLANEOUS	0.00	-75,000.00	-6,346.31	0.00	-68,653.69	8.5%
489491 TRANSFER LOCAL OPTION SALES	0.00	-75,000.00	0.00	0.00	-75,000.00	.0%
TOTAL UNDEFINED	0.00	-425,000.00	-249,378.87	0.00	-175,621.13	58.7%
10130 PROJECT MANAGEMENT						
510101 FULL TIME SALARIES	0.00	88,092.00	54,113.50	0.00	33,978.50	61.4%
510105 OVERTIME PAY	0.00	0.00	253.12	0.00	-253.12	100.0%
510120 RETIREMENT-FICA	0.00	6,739.00	4,319.27	0.00	2,419.73	64.1%
510130 RETIREMENT-IPERS	0.00	8,316.00	4,951.40	0.00	3,364.60	59.5%
510140 EMPLOYEE INSURANCE	0.00	12,381.00	7,449.03	0.00	4,931.97	60.2%
510161 DEFERRED COMP	0.00	4,405.00	2,635.20	0.00	1,769.80	59.8%
510162 RETIREMENT HEALTH SAVINGS	0.00	881.00	532.14	0.00	348.86	60.4%
520201 OFFICE SUPPLIES	0.00	200.00	0.00	0.00	200.00	.0%
520205 UTILITY SERVICES	0.00	100,000.00	61,456.10	0.00	38,543.90	61.5%
520215 TECHNICAL SERVICES	0.00	100.00	0.00	0.00	100.00	.0%

City of Davenport



YTD REPORT

FOR 2022 08 JOURNAL DETAIL 2022 7 TO 2022 7							
ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
520225 MAINTENANCE-BLDGS & GRNDS	0.00	40,000.00	23,073.83	2,657.81	14,268.36	64.3%	
520297 PROJECT EXPENSE	0.00	50,000.00	34,520.33	5,337.62	10,142.05	79.7%	
520298 OTHER SUPPLIES & SERVICES	0.00	0.00	30.38	0.00	-30.38	100.0%	
560606 TELEPHONE EXPENSE	0.00	500.00	322.51	0.00	177.49	64.5%	
560620 LIABILITY INSURANCE	0.00	1,707.00	1,707.00	0.00	0.00	100.0%	
560624 PROPERTY INSURANCE	0.00	540.00	540.00	0.00	0.00	100.0%	
560633 WORKERS COMPENSATION INSURAN	0.00	752.00	752.00	0.00	0.00	100.0%	
TOTAL PROJECT MANAGEMENT	0.00	314,613.00	196,655.81	7,995.43	109,961.76	65.0%	
314,613.00							
88000 TRANSFERS OUT							
550501 TRANSFERS OUT	0.00	52,500.00	0.00	0.00	52,500.00	.0%	
52,500.00							
TOTAL TRANSFERS OUT	0.00	52,500.00	0.00	0.00	52,500.00	.0%	
TOTAL LEVEE IMPROVEMENT	0.00	-57,887.00	-52,723.06	7,995.43	-13,159.37	77.3%	
-57,887.00							
TOTAL REVENUES	0.00	-425,000.00	-249,378.87	0.00	-175,621.13		
TOTAL EXPENSES	0.00	367,113.00	196,655.81	7,995.43	162,461.76		
367,113.00							
GRAND TOTAL	0.00	-57,887.00	-52,723.06	7,995.43	-13,159.37	77.3%	
-57,887.00							

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

MONTHLY DETAIL REPORT

FOR 2022 08										JOURNAL DETAIL 2022 8 TO 2022 8									
ORIGINAL APPROP		TRANS/ADJSMTS		REVISED BUDGET		YTD EXPENDED		ENCUMBRANCES		AVAILABLE BUDGET		% USED							
4740 LEVEE IMPROVEMENT																			
10130 PROJECT MANAGEMENT																			
510101 FULL TIME SALARIES																			
54741013 510101		FULL TIME SALARIES		88,092.00		54,113.50		0.00		33,978.50		61.4%							
2022/08/080450 02/11/2022 PRJ				3,409.20 REF 021122 WARRANT=021122 RUN=1 BI-WEEKL															
TOTAL FULL TIME SALARIES		88,092.00		88,092.00		54,113.50		0.00		33,978.50		61.4%							
510102 PART TIME SALARIES																			
54741013 510102		PART TIME SALARIES		0.00		0.00		0.00		0.00		.0%							
54741013 510102 USDA		PART TIME SALARIES		0.00		0.00		0.00		0.00		.0%							
TOTAL PART TIME SALARIES		0.00		0.00		0.00		0.00		0.00		.0%							
510103 TEMPORARY SALARIES																			
54741013 510103		TEMPORARY SALARIES		0.00		0.00		0.00		0.00		.0%							
TOTAL TEMPORARY SALARIES		0.00		0.00		0.00		0.00		0.00		.0%							
510105 OVERTIME PAY																			

City of Davenport

MONTHLY DETAIL REPORT



FOR 2022 08							JOURNAL DETAIL 2022 8 TO 2022 8	
ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
54741013 510105	OVERTIME PAY 0.00	0.00	253.12	0.00	-253.12	100.0%		
TOTAL OVERTIME PAY 0.00								
510120 RETIREMENT-FICA								
54741013 510120	RETIREMENT-FICA 0.00	6,739.00	4,319.27	0.00	2,419.73	64.1%		
2022/08/080450 02/11/2022 PRJ 269.76 REF 021122 WARRANT=021122 RUN=1 BI-WEEKL								
54741013 510120	RETIREMENT-FICA 0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL RETIREMENT-FICA 6,739.00								
510130 RETIREMENT-IPERS								
54741013 510130	RETIREMENT-IPERS 0.00	8,316.00	4,951.40	0.00	3,364.60	59.5%		
2022/08/080450 02/11/2022 PRJ 321.83 REF 021122 WARRANT=021122 RUN=1 BI-WEEKL								
54741013 510130	RETIREMENT-IPERS 0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL RETIREMENT-IPERS 8,316.00								
510140 EMPLOYEE INSURANCE								
54741013 510140	EMPLOYEE INSURANCE 0.00	12,381.00	7,449.03	0.00	4,931.97	60.2%		

City of Davenport

MONTHLY DETAIL REPORT



FOR 2022 08							JOURNAL DETAIL 2022 8 TO 2022 8	
ORIGINAL APPROP	TRANS/ADJ/SMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
TOTAL EMPLOYEE INSURANCE 12,381.00	0.00	12,381.00	7,449.03	0.00	4,931.97	60.2%		
510150 POLICE RETIREMENT								
54741013 510150 POLICE RETIREMENT 0.00	0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL POLICE RETIREMENT 0.00	0.00	0.00	0.00	0.00	0.00	.0%		
510161 DEFERRED COMP								
54741013 510161 DEFERRED COMP 4,405.00	0.00	4,405.00	2,635.20	0.00	1,769.80	59.8%		
2022/08/080450 02/11/2022 PRJ	170.46 REF 021122 WARRANT=021122 RUN=1 BI-WEEKL							
TOTAL DEFERRED COMP 4,405.00	0.00	4,405.00	2,635.20	0.00	1,769.80	59.8%		
510162 RETIREMENT HEALTH SAVINGS								
54741013 510162 RETIREMENT HEALTH SAVINGS 881.00	0.00	881.00	532.14	0.00	348.86	60.4%		
2022/08/080450 02/11/2022 PRJ	34.09 REF 021122 WARRANT=021122 RUN=1 BI-WEEKL							
TOTAL RETIREMENT HEALTH SAVINGS 881.00	0.00	881.00	532.14	0.00	348.86	60.4%		
510175 CLOTHING EXPENSE								
54741013 510175 CLOTHING EXPENSE								

City of Davenport

MONTHLY DETAIL REPORT



FOR 2022 08							JOURNAL DETAIL 2022 8 TO 2022 8	
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL CLOTHING EXPENSE 0.00								
520201 OFFICE SUPPLIES								
54741013 520201	OFFICE SUPPLIES	200.00	0.00	0.00	200.00	.0%		
TOTAL OFFICE SUPPLIES 200.00								
520205 UTILITY SERVICES								
54741013 520205	UTILITY SERVICES	100,000.00	61,456.10	0.00	38,543.90	61.5%		
TOTAL UTILITY SERVICES 100,000.00								
520210 TRAVEL EXPENSES								
54741013 520210	TRAVEL EXPENSES	0.00	0.00	0.00	0.00	.0%		
TOTAL TRAVEL EXPENSES 0.00								
520215 TECHNICAL SERVICES								
54741013 520215	TECHNICAL SERVICES	100.00	0.00	0.00	100.00	.0%		

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 08 JOURNAL DETAIL 2022 8 TO 2022 8									
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED			
TOTAL TECHNICAL SERVICES									
100.00									
		0.00	0.00	0.00	100.00	.0%			
520217 PROFESSIONAL SERVICES									
54741013 520217	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	.0%			
	0.00								
54741013 520217 USDA	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	.0%			
	0.00								
TOTAL PROFESSIONAL SERVICES		0.00	0.00	0.00	0.00	.0%			
	0.00								
520225 MAINTENANCE-BLDGS & GRNDS									
54741013 520225	MAINTENANCE-BLDGS & GRNDS	40,000.00	23,073.83	2,657.81	14,268.36	64.3%			
	40,000.00								
2022/08/080180 02/02/2022 API	240.00 VND 000003 VCH		P CARD VENDOR	FREIGHT HOUSE PEST CONTROL					
2022/08/080180 02/02/2022 API	21.00 VND 000003 VCH		P CARD VENDOR	KEY COPIES					
2022/08/080180 02/02/2022 API	425.00 VND 000003 VCH		P CARD VENDOR	FREIGHT HOUSE HOOD CLEANING					
2022/08/080180 02/02/2022 API	104.94 VND 013884 VCH		LOWES HOME CTR	PAINT FOR FRIGHT HOUSE					
2022/08/080180 02/02/2022 API	925.00 VND 000003 VCH		P CARD VENDOR	FREIGHT HOUSE GREASE TRAP PUMP					
2022/08/080191 02/02/2022 API	675.00 VND 000003 VCH		P CARD VENDOR	FREIGHT HOUSE SNOW REMOVAL SER					
2022/08/080191 02/02/2022 API	80.00 VND 000003 VCH		P CARD VENDOR	PEST CONTROL					
2022/08/080192 02/02/2022 API	2,180.25 VND 000003 VCH		P CARD VENDOR	SNOW REMOVAL					
2022/08/080194 02/02/2022 API	475.00 VND 000003 VCH		P CARD VENDOR	FREIGHT HOUSE SALT SERVICES					
2022/08/080194 02/02/2022 API	440.90 VND 009985 VCH		CERTASITE LLC	HOOD INSPECTIONS					
2022/08/080351 02/10/2022 API	1,653.72 VND 001306 VCH		KONE INC	FY 2022 MAINTENANCE 2ND HALF 1					214844
TOTAL MAINTENANCE-BLDGS & GRNDS		40,000.00	23,073.83	2,657.81	14,268.36	64.3%			
	40,000.00								

520245 PAYMENT TO OTHER AGENCY

City of Davenport

MONTHLY DETAIL REPORT



FOR 2022 08							JOURNAL DETAIL 2022 8 TO 2022 8	
ORIGINAL APPROP	TRANS/ADJ/SMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
54741013 520245	PAYMENT TO OTHER AGENCY 0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL PAYMENT TO OTHER AGENCY 0.00		0.00	0.00	0.00	0.00	.0%		
520262 INTERDEPARTMENT SERVICE CHG								
54741013 520262	INTERDEPARTMENT SERVICE CHG 0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL INTERDEPARTMENT SERVICE CHG 0.00		0.00	0.00	0.00	0.00	.0%		
520297 PROJECT EXPENSE								
54741013 520297	PROJECT EXPENSE 50,000.00	50,000.00	34,520.33	5,337.62	10,142.05	79.7%		
2022/08/080177 02/02/2022 API		3,000.00 VND 000003 VCH	P CARD VENDOR SET UP CHRISTMAS DECORATIONS-F					
2022/08/080180 02/02/2022 API		154.32 VND 022313 VCH	HAYMAN'S WESTSI EXTENSION CORDS AND DUCT TAPE					
2022/08/080180 02/02/2022 API		91.95 VND 022313 VCH	HAYMAN'S WESTSI SURGE PROTECTORS/EXTENSION COR					
2022/08/080180 02/02/2022 API		31.84 VND 022313 VCH	HAYMAN'S WESTSI CHAIN					
TOTAL PROJECT EXPENSE 50,000.00		50,000.00	34,520.33	5,337.62	10,142.05	79.7%		
520298 OTHER SUPPLIES & SERVICES								
54741013 520298	OTHER SUPPLIES & SERVICES 0.00	0.00	30.38	0.00	-30.38	100.0%		

MONTHLY DETAIL REPORT

FOR 2022 08							JOURNAL DETAIL 2022 8 TO 2022 8	
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
TOTAL OTHER SUPPLIES & SERVICES	0.00	0.00	30.38	0.00	-30.38	100.0%		
530303 OPERATING EQUIPMENT								
54741013 530303 USDA OPERATING EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL OPERATING EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%		
560606 TELEPHONE EXPENSE								
54741013 560606 TELEPHONE EXPENSE	0.00	500.00	322.51	0.00	177.49	64.5%		
TOTAL TELEPHONE EXPENSE	0.00	500.00	322.51	0.00	177.49	64.5%		
560620 LIABILITY INSURANCE								
54741013 560620 LIABILITY INSURANCE	0.00	1,707.00	1,707.00	0.00	0.00	100.0%		
TOTAL LIABILITY INSURANCE	0.00	1,707.00	1,707.00	0.00	0.00	100.0%		
560622 DATA PROCESSING								
54741013 560622 DATA PROCESSING	0.00	0.00	0.00	0.00	0.00	.0%		

City of Davenport

MONTHLY DETAIL REPORT



FOR 2022 08							JOURNAL DETAIL 2022 8 TO 2022 8	
ORIGINAL APPROP	TRANS/ADJ SMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
TOTAL DATA PROCESSING 0.00	0.00	0.00	0.00	0.00	0.00	.0%		
560623 FACILITIES MAINTENANCE								
54741013 560623	FACILITIES MAINTENANCE 0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL FACILITIES MAINTENANCE 0.00	0.00	0.00	0.00	0.00	0.00	.0%		
560624 PROPERTY INSURANCE								
54741013 560624	PROPERTY INSURANCE 0.00	540.00	540.00	0.00	0.00	100.0%		
TOTAL PROPERTY INSURANCE 540.00	0.00	540.00	540.00	0.00	0.00	100.0%		
560633 WORKERS COMPENSATION INSURANCE								
54741013 560633	WORKERS COMPENSATION INS 0.00	752.00	752.00	0.00	0.00	100.0%		
TOTAL WORKERS COMPENSATION INSURANCE 752.00	0.00	752.00	752.00	0.00	0.00	100.0%		
TOTAL PROJECT MANAGEMENT 314,613.00	0.00	314,613.00	196,655.81	7,995.43	109,961.76	65.0%		
TOTAL LEVEE IMPROVEMENT 314,613.00	0.00	314,613.00	196,655.81	7,995.43	109,961.76	65.0%		
TOTAL EXPENSES 314,613.00	0.00	314,613.00	196,655.81	7,995.43	109,961.76			

City of Davenport

MONTHLY DETAIL REPORT



FOR 2022 08							JOURNAL DETAIL 2022 8 TO 2022 8		
ORIGINAL APPROP	TRANS/ADJST	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED			
314,613.00	0.00	314,613.00	196,655.81	7,995.43	109,961.76	65.0%			

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter called "Lease") made this 22nd day of March, 2022, by and between the CITY OF DAVENPORT, IOWA, a municipal corporation, through its Riverfront Improvement Commission (hereinafter called "Lessor"), and the LAKE DAVENPORT SAILING CLUB, an Iowa corporation (hereinafter called "Lessee").

WITNESSETH:

That Lessor, for and in consideration of the Lessee operating and maintaining a sailing club and school for the general benefit of the community, the parties mutually agree to the following terms:

1. LEASED PREMISES

The Lessor leases to the Lessee, in consideration of the rents reserved and of the agreements and conditions herein contained, and the Lessee rents and leases from the Lessor, the following described real estate situated in Scott County, Iowa, to wit:

A rectangular parcel north of the U.S. Government Seawall and south of the riverfront trail between Bridge Avenue and Prospect Terrace extended south more particularly described in Exhibit A, containing 75,000 square feet, more or less.

2. TERM

A. Lessor grants to the Lessee a term of three (3) years commencing at midnight on April 1, 2022 and ending at midnight on March 31, 2025, upon the conditions that the Lessor pays the rent therefor, and otherwise performs as this lease provides.

3. RENTAL

Lessee agrees to pay to Lessor as rental for said term as follows: Three Thousand Nine Hundred Dollars and No Cents (\$3,900.00) per year (\$0.052/sq.ft.), in advance, the first rental payment becoming due on April 1, 2022. Rental payments will be paid annually, in advance. All sums shall be paid at the address of the Lessor as designated in the lease. Delinquent payments shall draw interest at Twelve Percent (12%) per annum from the due date until paid.

4. PAYMENT OF RENTAL

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

5. POSSESSION

Lessee shall be entitled to possession on the first day of the term of this lease and shall yield possession to the Lessor at the time and date of the close of this lease term, except as herein

otherwise expressly provided. Should Lessor be unable to give possession on said date, Lessee's only damages shall be a rebating of the pro rata rental.

6. USE OF PREMISES

Lessee covenants and agrees during the term of this lease to use and occupy the leased premises for a sailing club, clubhouse, sailing school, on-site mooring and storage of sail boats, parking, hoisting cranes, wall racks and docks, and associated equipment, utilities, and storage sheds. Activities of the Lessee would include the servicing, storage, docking, rigging, launching, and operation of sailboats and other similar related events.

7. QUIET ENJOYMENT

Lessor covenants that its estate in said premises is fee title and that the Lessee on paying the rent herein reserved and performing all the agreements by the Lessee to be performed as provided in this lease, shall and may peaceably have, hold, and enjoy, the demised premises for the term of this lease free from molestation, eviction, or disturbance by the Lessor or any other persons or legal entity whatsoever. Lessor shall have the right to incur debt or mortgage some or all of its right, title, or interest in said premises at any time, without notice, subject to this lease.

8. CARE AND MAINTENANCE OF THE PREMISES

A. LESSEE TAKES SAID PREMISES in their present condition except for such repairs and alterations as may be expressly herein provided. Lessor shall not be liable for the giving way or sinking of ground thereon or adjacent thereto or on account of flooding of said premises or for resulting damages to any building, structure, or improvement erected by the Lessee.

B. LESSEE SHALL, AFTER TAKING possession of said premises and until termination of this lease and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition. Lessee will not permit or allow said premises to be damaged or depreciated in value by an act or negligence of the Lessee, its agents, employees, or members. Without limiting the generality of the foregoing, Lessee will make necessary repairs to the sewers, the plumbing, the water pipes and electrical wiring, and promptly take care of any leakage or stopping in any of the gas, water, or waste pipes.

C. LESSEE WILL MAKE NO unlawful use of said premises and agrees to comply with all valid regulations of the City of Davenport, the laws of the State of Iowa, and the laws of the Federal Government, but this provision shall not be construed as creating any duty by Lessee to members of the general public. Lessee will not allow any trash to accumulate on said premises or adjacent properties by its actions, and Lessee will remove same from the premises at its own expense. Lessee also agrees to remove snow and ice and other obstacles from said premises at its own expense if such removal is required for its own use and enjoyment of the property. Lessee will perform and/or contract the janitorial and property maintenance services required at its own expense.

9. UTILITIES

Lessee, during the term of this lease, shall pay before delinquency, all charges for use of the telephone, water, sewer, gas, heat, electricity, power, air condition, garbage disposal, trash disposal, and not limited by the foregoing, all other utilities and services of whatever kind and nature which may be used in or upon the demised premises.

10. SURRENDER OF PREMISES AT END OF TERM

A. Lessee agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage, without fault or liability of Lessee.

B. Lessee may, at the expiration of the term, renewal or renewals, or for Thirty (30) calendar days thereafter, remove any fixtures or equipment which said Lessee has installed on the leased premises, providing that said Lessee repairs any and all damages caused by removal and is not in default of this lease.

C. Continued possession beyond the expiratory date of the term of this lease by the Lessee, coupled with receipt of the pro rata rental by the Lessor (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of this lease.

11. ASSIGNMENT AND SUBLETTING

Any assignment of this lease or subletting of the premises or any part thereof, without the Lessor's prior written permission shall, at the option of the Lessor make the rental for the balance of this lease term due and payable at once. Such written permission shall not be unreasonably withheld.

12. REAL ESTATE TAXES

All real estate taxes, levied or assessed by lawful authority (but reasonably preserving Lessor's rights of appeal), against real property shall be paid by the Lessee, including the increase in such taxes caused by improvements made by the Lessee during the term of this lease. Lessee agrees to timely pay all taxes, special assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property on the premises during the term of this lease.

13. INDEMNIFICATION AND LIABILITY INSURANCE

LESSEE INSURANCE

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.

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.
(if lessee has employees)

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 language below.

CERTIFICATES OF INSURANCE

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

INDEMNIFICATION

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

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

14. FIRE AND CASUALTY – PARTIAL DESTRUCTION

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

B. SHOULD THE ZONING ORDINANCE of the City of Davenport make it impossible for Lessee, using diligent and timely effort to obtain necessary permits and to repair and/or rebuilt so that Lessee is not able to conduct business on these premises, then partial destruction shall be treated as total destruction as written below.

C. IN THE EVENT OF destruction or damage of the leased premises, including the parking area(s) so Lessee is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within Sixty (60) calendar days, this lease may be terminated at the option of either the Lessor or Lessee. Such termination in such event shall be effectuated by written notice of one party to the other within Thirty (30) calendar days after such notice, and each party shall be released from all future obligations hereunder, and Lessee will pay rent pro rata to the date of such destruction. Lessee shall surrender possession within Ten (10) calendar days after such notice, and each party shall be released from all future obligations hereunder. In the event of such termination of this lease, Lessor may, at its option rebuild or not according to its own wishes and needs.

15. CONDEMNATION

Should the whole of any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use of purpose, each party shall be entitled to retain as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such portion of said award as may be fair and reasonable. If the whole of the demised premises shall be so condemned or taken, the Lessor shall not be liable to the Lessee except and as its rights are preserved.

16. TERMINATION OF THE LEASE AND DEFAULTS OF THE LESSEE

A. THIS LEASE SHALL TERMINATE upon expiration of the demised term, or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Lessee, then this lease will terminate at the expiration of the option term(s). Upon default in payment of rental of this lease, or upon any other default in accordance with its

terms and provisions, this lease may at the option of the Lessor be cancelled and forfeited. Before any such cancellation and forfeiture, except as may be provided below, Lessor shall give Lessee written notice specifying the default or defaults, and stating this lease will be cancelled and forfeited Thirty (30) calendar days after the giving of such notice unless such default or defaults are remedied with this grace period.

B. IN THE EVENT Lessee is adjudicated a bankruptcy, or in the event of a judicial sale or other transfer of the Lessee's leasehold interest by reason of any bankruptcy or insolvency proceeding or by other operation of law, but not by death; and such bankruptcy, judicial sale, or transfer has not been vacated or set aside within Thirty (30) calendar days from the giving of notice thereof by Lessor to Lessee, then and in any such events Lessor may at its option, immediately terminate this lease, re-enter said premises upon giving of a Ten (10) calendar day written notice by Lessor to Lessee, all to the extent permitted by applicable law.

C. WAIVER AS TO ANY default shall not constitute a waiver of any subsequent default or defaults.

17. ACCEPTANCE OF KEYS

Advertising and re-renting by the Lessor upon the Lessee's default shall be construed only as an effort to mitigate damages by the Lessor and not as an agreement to terminate this lease.

18. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER

If default shall be made by either party in the performance of, or in compliance with, any of the terms, covenants, or conditions of this lease, and such default shall have continued for Thirty (30) calendar days after written notice thereof from one party to the other, the person aggrieved, in additions of all other remedies now or hereafter provided by law, may but need not, perform such term, covenant, or condition, or make good such default. Any amount advanced shall be repaid forthwith on demand, together with interest, at the rate of Twelve Percent (12) per annum from date of advance.

19. SIGNS

A. LESSEE SHALL HAVE THE right and privilege of attaching, painting, affixing, or exhibiting signs on the leased premises, provided that any and all signs comply with the ordinances of the City of Davenport and the laws of the State of Iowa; that such signs shall not change the structure of the building(s); that such signs if and when taken down by Lessee do not damage the premises; and that such signs shall be subject the Lessor's written approval, which approval shall not be unreasonably withheld.

B. LESSOR, DURING THE LAST Ninety (90) calendar days of this lease or extension, shall have the right to maintain on the premises a "For Rent" or "For Sale" sign and Lessee will permit prospective tenants or buyers to enter and examine the premises.

20. MECHANIC'S LIENS

Neither the Lessee nor anyone claiming by, through, or under the Lessee shall have the right to file or place any Mechanic's Lien or other lien of any kind or character whatsoever upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Lessee therein; and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon; and for the further security of the Lessor, the Lessee covenants and agrees to give actual notice in advance to any and all contractors and sub-contractors who may furnish any such material, service, or labor.

21. LESSOR'S LIEN AND SECURITY INTEREST

A. Lessor shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions there, kept and used on said premises by Lessee. Lessor may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Lessee's default in its performance.

B. If spouse is not a Lessee, then the execution of this instrument by the spouse shall be for the sole purpose of creating a security interest on personal property and waiving rights of homestead, rights of distributive share, and exemptions.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC.

A. The Lessee shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Lessee situated on the demised premises when, in the judgment of the Lessee, it shall have become obsolete, outworn, or unnecessary in connection with the operation of the business on the premises; provided, however that the Lessee shall (unless no substituted article or item is necessary) at its own expense substitute for such items of personal property sold or otherwise disposed of, a new or other item in substitution in like or greater value and adopted to affixed operation of the business upon the demised premises.

B. Nothing herein contained shall be construed as denying to Lessee the right to dispose of inventoried merchandise in the ordinary course of the Lessee's trade or business.

23. REAL ESTATE RESERVATIONS

Lessor shall have the right to enter the demised premises for the purpose of construction, reconstruction, operation, or maintenance of any and all sewers or structures presently located, or to be located, upon the demised premises by Lessor.

24. EASEMENTS

Lessor shall provide Lessee with easement rights which Lessor has control of for the purpose of providing access to the demised premises or for locating constructing and maintaining sewer, water, telephone, electricity, gas, or similar utilities.

25. FEES, PERMITS, ETC.

Lessee shall not use, permit, or allow any other person or organization to use the demised premises or any part thereof for any unlawful purpose. Lessee shall procure and maintain all fees and charges in connection with any permits, licenses, or other acts required by local, state, or federal law. Lessee shall fully comply with all laws, regulations, and ordinances required for the lawful use of the demised premises.

26. RIGHTS CUMMULATIVE

The various rights, powers, options, elections, and remedies of either party provided in this lease shall be construed according to the laws of the State of Iowa and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed by either party by law, shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

27. NOTICES AND DEMANDS

Notices as provided for in this lease shall be given to the respective parties at the address designated below unless either party notifies the other, in writing, of a different address.

To the Lessor: Davenport Riverfront Improvement Commission, City Hall, 226 West Fourth Street, Davenport, Iowa 52801

To the Lessee: Commodore, Lake Davenport Sailing Club, Box 513, Bettendorf, Iowa 52722

Without prejudice to any other method of notifying a party in writing, making a demand, or other communication, such message shall be considered given under the terms of this lease when sent, addressed as designated above, postage prepaid, by registered or certified mail, return receipt requested, by the United States Postal Service, and so deposited in a Postal Service Box.

28. PROVISIONS BINDING AND BENEFITING SUCCESSORS

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto. If any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

29. CHANGES TO BE IN WRITING

None of the covenants, provisions, terms, or conditions of this lease to be kept or performed by the Lessor or Lessee shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the Lessor and Lessee.

30. CONSTRUCTION

Words and phrases herein, including acknowledgement hereof, shall be construed as in singular or plural number, and as masculine, feminine, or neuter gender according to the context.

31. NON-DISCRIMINATION REQUIREMENTS

A. The Lessee agrees that no person on the grounds of race, color, sex, creed, age, disability, or national origin will be excluded from the use of the premises, or excluded from any services offered by the Lessee. Such discrimination shall not be practiced against the public in their access to and use of the premises. Such discrimination shall not be practiced against any employee or agent of the Lessee or any prospective employee or agent.

B. In the event of any breach of the non-discrimination covenants, the Lessor shall have the right to terminate this lease after giving proper notice to the Lessee after finding of discrimination by a court or commission with jurisdiction, and to reenter and repossess the leased premises.

32. INSPECTION RIGHTS

The Lessor, its agents or employees, shall have the right to inspect the premises upon reasonable notice. To the extent reasonable, such inspections shall be made at times and in a manner which does not disrupt the Lessor's activities and operations.

33. FRANCHISES

Nothing in this lease shall be construed to grant the Lessee or authorize the granting of a franchise or other exclusive right to conduct any particular business, and the Lessor expressly reserves the right to lease any other property and facilities to other persons or companies to conduct a similar or competitive business.

34. PARAGRAPH HEADINGS

Paragraph or division headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this lease.

35. INVALID PROVISIONS

In the event any covenant, condition, or provision of this lease is held to be void, unenforceable, or invalid by any court of competent jurisdiction, the invalidity of that part shall in no way affect the balance of this lease or materially prejudice either the Levee or Lessor to their respective rights and obligations contained in the remaining covenants, conditions, or provisions of this lease.

36. SUPERCEDES PRIOR AGREEMENTS

This lease supersedes and cancels all other leases between the parties regarding the leased premises, specifically the lease dated April 1, 1986 between above named parties.

37. RELATIONSHIP

The sole relationship of the parties created by this lease is that of landlord and tenant. Lessee is an independent contractor. No employer-employee, master-servant or principal-agent relationship is created.

38. SPECIAL CLAUSES

Lessee shall provide the opportunity for club membership to be available to all citizens of the community upon application and payment of fees. Lessee shall have the right to terminate members for violation of club rules.

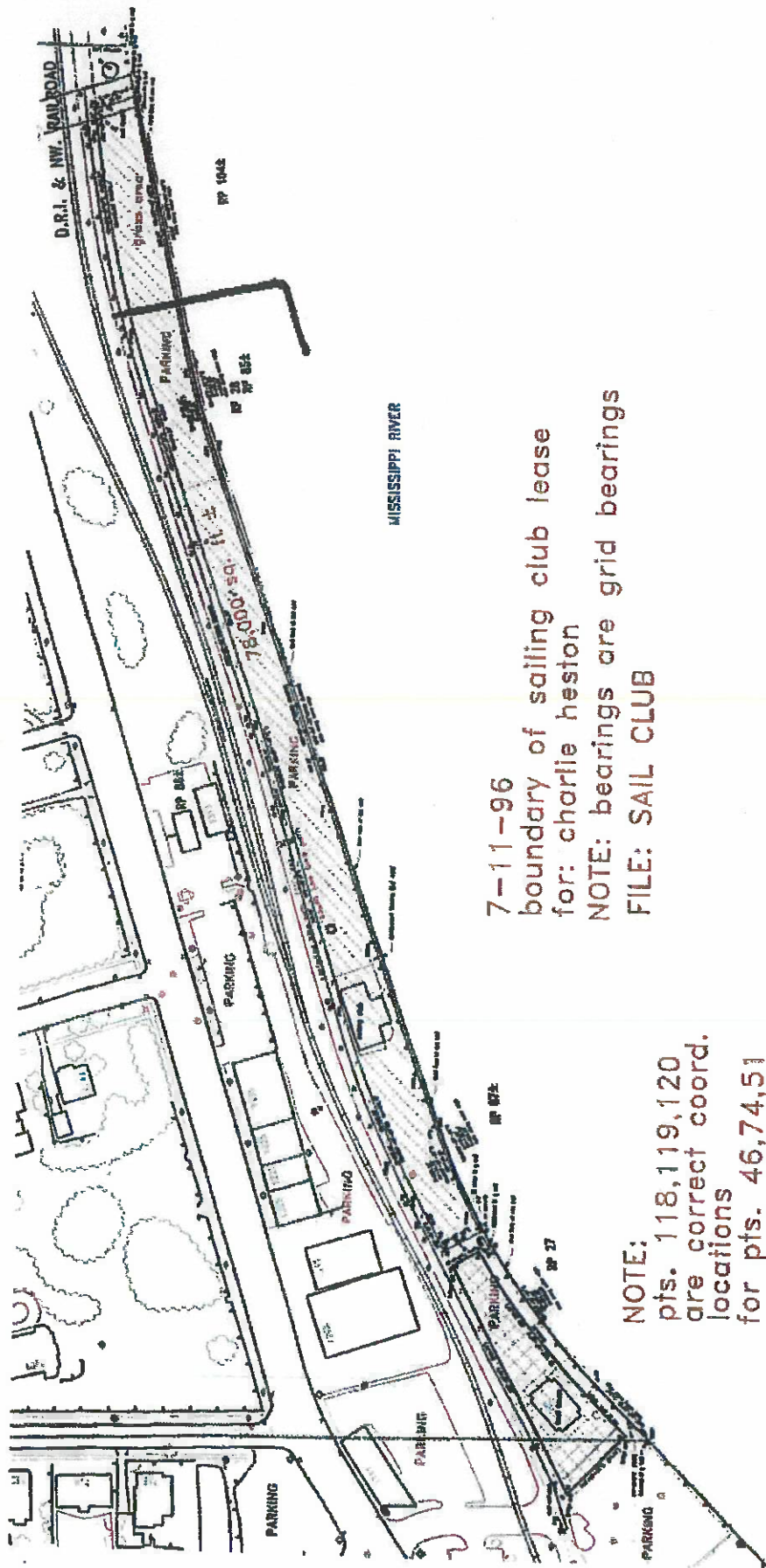
IN WITNESS WHEREOF, this Lease agreement has been made and executed the day and year first above written.

RIVERFRONT IMPROVEMENT COMMISSION, CITY OF DAVENPORT, IOWA

Kelli Grubbs
Chair, Davenport Riverfront Improvement Commission

LESSEE, LAKE DAVENPORT SAILING CLUB

Cecil Fuhlman
Commodore
3830 Rollingwood Court
Bettendorf, Iowa 52722

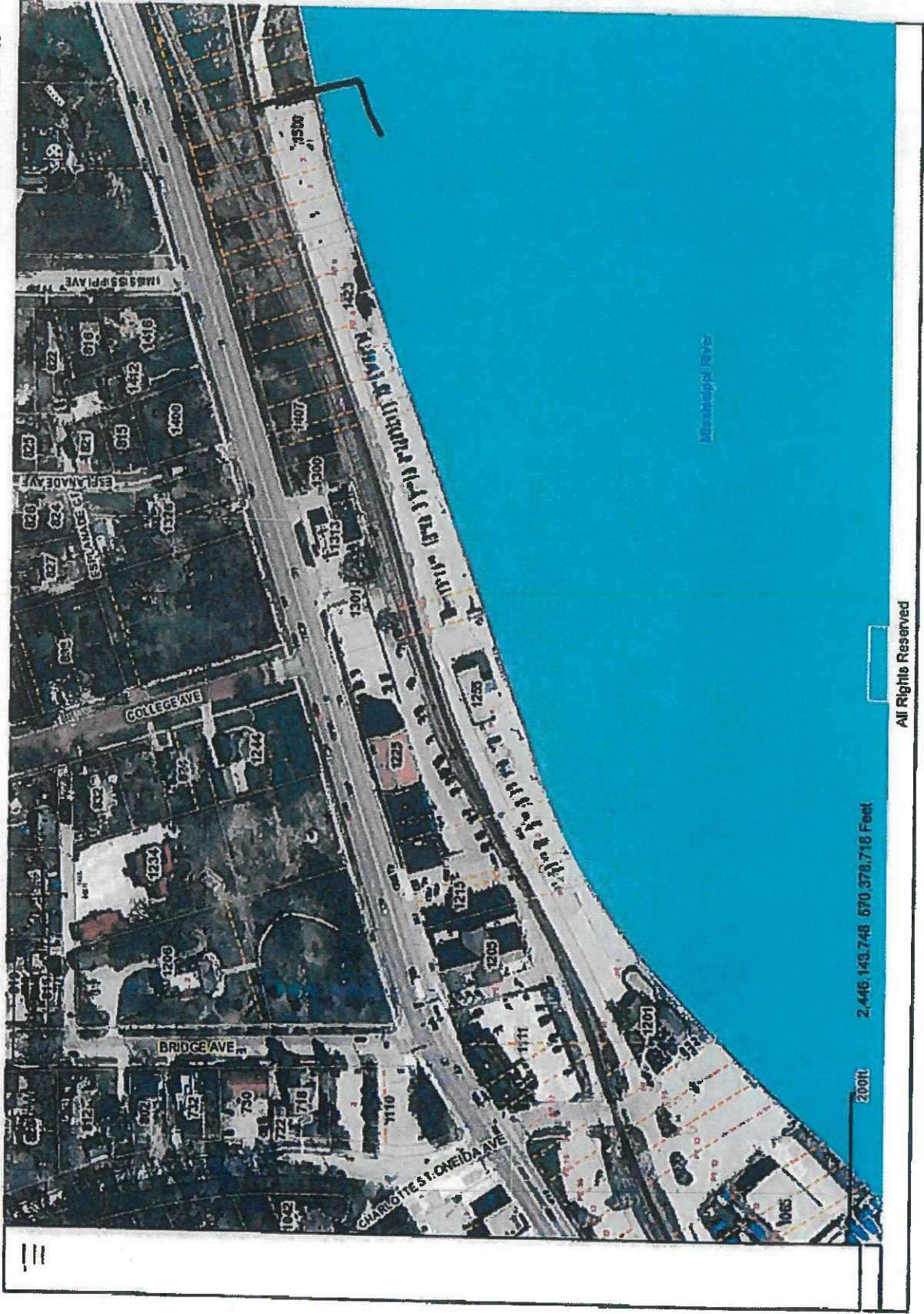


7-11-96
boundary of sailing club lease
for: charlie heston
NOTE: bearings are grid bearings
FILE: SAIL CLUB

NOTE:
pts. 118,119,120
are correct coord.
locations
for pts. 46,74,51

City of Davenport Intranet Map with Web AppBuilder for ArcGIS

Double click to edit link name



LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of the 22nd day of February, 2022 between NESTLE PURINA PETCARE COMPANY, ("Licensee"), and City of Davenport, Iowa, through its Riverfront Improvement Commission ("Licensor").

Recitals

A. Licensor is the owner of certain real property located at River Drive and Marquette Street, Davenport, Iowa (the "Licensor Property"). The Licensor Property is unimproved with an approximately 100,000 square foot parking lot, of which Licensee plans to only use the designated area as noted on Exhibit A, and via designated curb cuts.

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

Agreements

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

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

Year 1: \$6,000.00 annually (\$500/month)
Year 2 \$6,000.00 annually (\$500/month)

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

2. **Term of Agreement.** This License shall be in effect for a two (2) year period, commencing on or about March 1, 2022 and terminating February 29, 2024.

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

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

The following insurance policies are required unless other limits are specified.

(1) Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

(2) Commercial Automobile Liability	
Any Auto, Hired & Non-Owned	
Combined Single Limit	\$1,000,000

(3) Excess Liability Umbrella	\$1,000,000
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(4) **Statutory Worker's Compensation** with waiver of subrogation in favor of the City.

Contractual Liability.

The insurance required above shall be primary insurance and non-contributory.

Certificates of Insurance

Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability. 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.

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

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

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

8. **Attorneys' Fees.** If Licensor or Licensee becomes a party to any litigation concerning this Agreement or the Licensed Premises, by reason of any act or omission of the other

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

9. Miscellaneous.

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

(b) All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (iii) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery of such courier, in every case addressed to the party to be notified as follows:

If to Licensee:

Nestle Purina PetCare Company
607 Schmidt Road
Davenport, Iowa 52802
Attention: Richard Boyer

CC:

Nestle Purina PetCare Company
Legal Department
One Checkerboard Square
St. Louis, MO 63164

If to Licensor:

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

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

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

By: _____

By: _____



K0024-03



CITY OF DAVENPORT (Deed)
Value \$294,640

[View: Parcel Report](#) | [Assessor's Soil Report](#) | [Google Maps](#)
[opens in a new tab](#)

Prepared by and return to: Dawn M. Carlson 563.333.8150
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO Box 4350-DV10, Davenport, Iowa 52808

**MIDAMERICAN ENERGY COMPANY
ELECTRIC TRANSMISSION LINE EASEMENT**

Folder No.	<u>106033</u>	State of	<u>Iowa</u>
Work Req. No.	<u>N/A</u>	County of	<u>Scott</u>
Project No.	<u>T92FS</u>	Section	<u>34 & 35</u>
		Township	<u>78</u> North
		Range	<u>3</u> East of the 5 th P.M.

1. For and in consideration of the sum of Two Hundred Five Thousand Seven Hundred Six Dollars and 67/100 Dollar (\$205,706.67), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **Davenport Levee Improvement Commission, of the City of Davenport, Iowa**, its successors and assigns and parties of interest (collectively the "Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls related to Grantee's operations, including other reasonably necessary poles, towers, wires, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively "Facilities") upon, over, along, and across certain property described below (the "Easement Area"), together with the right to survey the property and the right of ingress and egress to and from the same and all the rights and privileges incident and necessary to the enjoyment of this easement, including the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said Facilities, upon, over, along, across adjacent to and overhanging the Easement Area.

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

TRACT A:

Part of the East Half (E ½) of Section 34 and part of the Northwest Quarter (NW ¼) of Section 35, Township 78 North, Range 3 East of the 5th Principal Meridian, Scott County, Iowa, being more particularly described as follows:

Commencing at the Northeast corner of said Section 34, thence South 00° 30' West 1708.44 feet on the East line of the Northeast Quarter (NE ¼) of said Section 34 to a point on the Southerly right-of-way line of the Davenport, Rock Island and North Western Railway (D.R.I. & N.W. Ry.) Company property, said point being the point of beginning of the tract of land hereinafter described:

Thence North 88° 47' East 168.0 feet on the Southerly lease line of the D.R.I. & N.W. Ry. Company property, to a point, said point being on the Westerly right-of-way line of a street presently known as Marquette Street; thence South 00° 30' West 50.56 feet along the Westerly right-of-way line of said Marquette Street; thence South 88° 47' West 168.0 feet to the East line of the Northeast Quarter (NE ¼) of said Section 34; thence

South 82° 00' West 800.0 feet on a line parallel with and 50 feet normally distant from the Southerly right-of-way line of the D.R.I. & N.W. Ry. Company property; thence South 63° 30' West 475.0 feet; thence South 35° 30' West 300.0 feet; thence South 08° 29' West 562.73 feet to a point 30.0 feet normally distant from the Easterly right-of-way line of the D.R.I. & N.W. Ry. Company property; thence South 74° 50' West 30.0 feet to a point on the Easterly right-of-way line of the D.R.I. & N.W. Ry. Company property, said point being a point of tangency; thence Northerly and Northeasterly 1450.0 feet on a curve concave Southeasterly having a radius of 855.0 feet, said curve being along the Southeasterly right-of-way line of the D.R.I. & N.W. Ry. Company property and having a chord bearing North 33° 25' East 1282.36 feet to the point of curvature of said curve; thence North 82° 00' East 805.6 feet along the Southerly right-of-way line of the D.R.I. & N.W. Ry. Company property to the point of beginning, situated in the City of Davenport, Scott County, Iowa.

TRACT B:

Part of Section 34, Township 78 North, Range 3 East of the 5th Principal Meridian, Scott County, Iowa, being more particularly described as follows: Commencing at the Northeast corner of said Section 34, thence South 00° 30' West 1708.44 feet on the East line of the Northeast Quarter (NE ¼) of said Section 34 to a point on the Southerly right-of-way line of the Davenport, Rock Island and North Western Railway (D.R.I. & N.W. Ry.) Company property; thence continuing South 00° 30' West on the East line of the Northeast Quarter (NE ¼) of said Section 34 a distance of 690.87 feet; thence Southwesterly 1048.55 feet on a curve concave Southeasterly having a radius of 3181.44 feet and a chord bearing South 73° 59' 30" West 1043.88 feet; thence South 64° 33' West 530.8 feet to a point on the Easterly right-of-way line of the D.R.I. & N.W. Ry. Company property; thence Northerly 77.83 feet on a curve concave Easterly having a radius of 855.0 feet, said curve being along the Easterly right-of-way line of the D.R.I. & N.W. Ry. Company property; thence South 64° 47' West 667.65 feet to a point on the Southerly right-of-way line of the Soo Line Railroad Company property; thence Westerly 56.00 feet on a curve concave Southerly having a radius of 641.8 feet and a chord bearing South 85° 43' West 55.94 feet, said curve being along the Southerly right-of-way line of the Soo Line Railroad Company property, to the point of beginning of the tract of land hereinafter described: Thence South 60° 47' West 891.50 feet on a line parallel with and 50 feet normally distant from the Southerly right-of-way line of the Soo Line Railroad Company property, to the Easterly right-of-way line of a highway presently known as U.S. Highway 61; thence North 08° 22' East 63.09 feet along the Easterly right-of-way line of said U.S. Highway 61 to the southerly right-of-way line of the Soo Line Railroad Company property; thence North 60° 47' East 580.68 feet along the Southerly right-of-way line of the Soo Line Railroad Company property; thence Northeasterly 101.36 feet on a curve concave Southeasterly having a radius of 880.0 feet and a chord bearing North 64° 05' East 101.31 feet, said curve being along the Southerly right-of-way line of the Soo Line Railroad Company property; thence Northeasterly 177.34 feet on a curve concave Southerly having a radius of 641.8 feet and a chord bearing North 75° 18' East 176.79 feet; said curve being along the Southerly right-of-way line of the Soo Line Railroad Company property, to the point of beginning, situated in the City of Davenport, Scott County, Iowa.

DESCRIPTION OF EASEMENT AREA:

TRACT "A"

Part of the East Half of Section 34 and part of the Northwest Quarter of Section 35, Township 78 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows:

Beginning at a point on the East line of Section 34, Township 78 North, Range 3 East of the 5th Principal Meridian 1,708.44 feet South of the Northeast corner of said Section 34, said point also being on the Southerly right-of-way line of the (Former) Davenport, Rock Island and North Western Railway Company, and 774.28 feet south of the stone at the intersection of the east line of Section 34 and the South line of Second Street in the City of Davenport, Scott County, Iowa;

Thence South 82 degrees West along the Southerly right-of-way line of the (Former) Davenport, Rock Island and North Western Railway Company for a distance of 810 feet (by deed), actual distance of 805.6 feet, to the point of curve of said right-of-way line;

Thence along a curved line to the left, with a radius of 855 feet, a distance of 1,450 feet along the Southerly right-of-way line of the (Former) Davenport, Rock Island and North Western Railway Company

to the end of the curve of said right-of-way line, which point bears South 33 degrees 35 minutes West a distance of 1,282.36 feet from the point of curve of said right-of-way line;

Thence North 26 degrees, 48 minutes East a distance of 841.0 feet;

Thence North 67 degrees 57 minutes East a distance of 500 feet;

Thence North 82 degrees East along a line parallel to and 150 feet Southerly of the Southerly right-of-way line of the (Former) Davenport, Rock Island and North Western Railway Company a distance of 665 feet to a point on the East line of Section 34, Township 78 North, Range 3 East of the 5th Principal Meridian, said point being 151.83 feet South of the point of beginning of this description;

Thence Easterly and parallel to the Southerly right-of-way line of the (Former) Davenport, Rock Island and North Western Railway Company a distance of 168 feet;

Thence North and parallel to the East line of Section 34, Township 78 North, Range 3 East of the 5th Principal Meridian a distance of 151.83 feet to a point on the Southerly right-of-way line of the (Former) Davenport, Rock Island and North Western Railway Company;

Thence South 88 degrees 30 minutes West along the Southerly right-of-way line of the (Former) Davenport, Rock Island and North Western Railway Company a distance of 168 feet to the point of beginning, situated in the City of Davenport, Scott County, Iowa and containing 8.63 acres more or less.

TRACT "B"

Commencing at a point on the East line of Section 34, Township 78 North, Range 3 East of the 5th Principal Meridian, where the same intersects the South right-of-way line of the (Former) Davenport, Rock Island and North Western Railway Company, said point being 1,708.44 feet South of the Northeast corner of said Section 34;

Thence continuing South 0 degrees 13 minutes West along the East line of said Section 34, a distance of 690.87 feet;

Thence curving to the left on a 1 degree, 48.06 minute curve to the left, a distance of 1,048.55 feet measured along said curve, the chord subtending said curve bearing South 73 degrees 59 minutes 30 minutes West;

Thence South 64 degrees, 33 minutes West 530.8 feet to a point on the Easterly right-of-way line of the (Former) Davenport, Rock Island and North Western Railway Company's right-of-way;

Thence curving to the right along the Easterly right-of-way line of the said (Former) Davenport, Rock Island and North Western Railway Company on a 6 degree 42.1 minute curve, a distance of 77.83 feet measured along said curve;

Thence South 64 degrees, 47 minutes West 667.65 feet to the place of beginning, said point being on the Southerly right-of-way line of the (Former) Chicago Milwaukee, St. Paul, and Pacific Railroad Company's right-of-way;

Thence Northwesterly curving to the left along the Southerly right-of-way line of the (Former) Chicago Milwaukee, St. Paul, and Pacific Railroad Company on an 8 degree 55.68 minute curve, a distance of 233.34 feet, the chord subtending said curve bearing South 77 degrees 48 minutes West 232.08 feet;

Thence curving to the left along the Southerly right-of-way line of the said (Former) Chicago Milwaukee, St. Paul, and Pacific Railroad Company on a 6 degree 30.68 minute curve a distance of 101.36 feet, the chord subtending said curve bearing South 64 degrees 05 minutes West 101.31 feet;

Thence South 60 degrees 47 minutes West along the Southerly right-of-way line of the said (Former) Chicago Milwaukee, St. Paul, and Pacific Railroad Company a distance of 710.68 feet to the (Former) Easterly right-of-way line of Fishertown Road;

Thence South 8 degrees 22 minutes West along the (Former) Easterly line of Fishertown Road, a distance of 189.28 feet;

Thence North 60 degrees 47 minutes East 1,264.0 feet to the Southerly line of the right-of-way of the (Former) Chicago Milwaukee, St. Paul, and Pacific Railroad Company;

Thence Northwesterly curving to the left on an 8 degree 55.68 minute curve, the chord subtending said curve bearing North 85 degrees, 37 minutes West 137.81 feet to the place of beginning.

DESCRIPTION OF PROPERTY AND EASEMENT AREA: See attached Exhibit "A", attached hereto, and made a part hereof.

2. In addition to the rights granted in paragraph 1 above, Grantee shall have the right to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim, spray or remove any trees or other vegetation growing in or adjacent to the Easement Area which, in the judgment of Grantee, may interfere with or endanger said Facilities (including, but not limited to, the right to cut down or trim any dead, weak, leaning or dangerous trees that are located outside the Easement Area that pose a current or future risk to fall or strike the wires or any other part of the Facilities); and to install access gates to the Easement Area in the fences on the property of Grantor.

3. Subject to the rights of the Grantee granted herein, Grantor shall have the right to cultivate, use and occupy the land. No brush or other flammable materials shall be deposited, or accumulated or burned within the Easement Area.

4. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, including but not limited to, fences, trees, plants, wells or other objects, except for recycling containers existing and place prior to the granting of this easement on the Easement Area described herein, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the state utility regulatory authority where the Facilities are located.

5. In consideration of such grant, Grantee agrees that it will (i) pay for any damage to the crops of Grantor and (ii) repair physical damage to Grantor's fences, drainage tile, or other tangible property, real or personal, of the Grantor to the extent such damage referenced in (i) and (ii) above is caused by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement that Grantee determines interferes with the operation and maintenance of the Facilities). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, trimming and/or removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area as described in paragraph 2 is expected and not considered damage to the Grantor.

6. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for the property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the property in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

Dated this _____ day of _____, 2022.

Davenport Levee Improvement Commission, of the City of Davenport, Iowa

By: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT

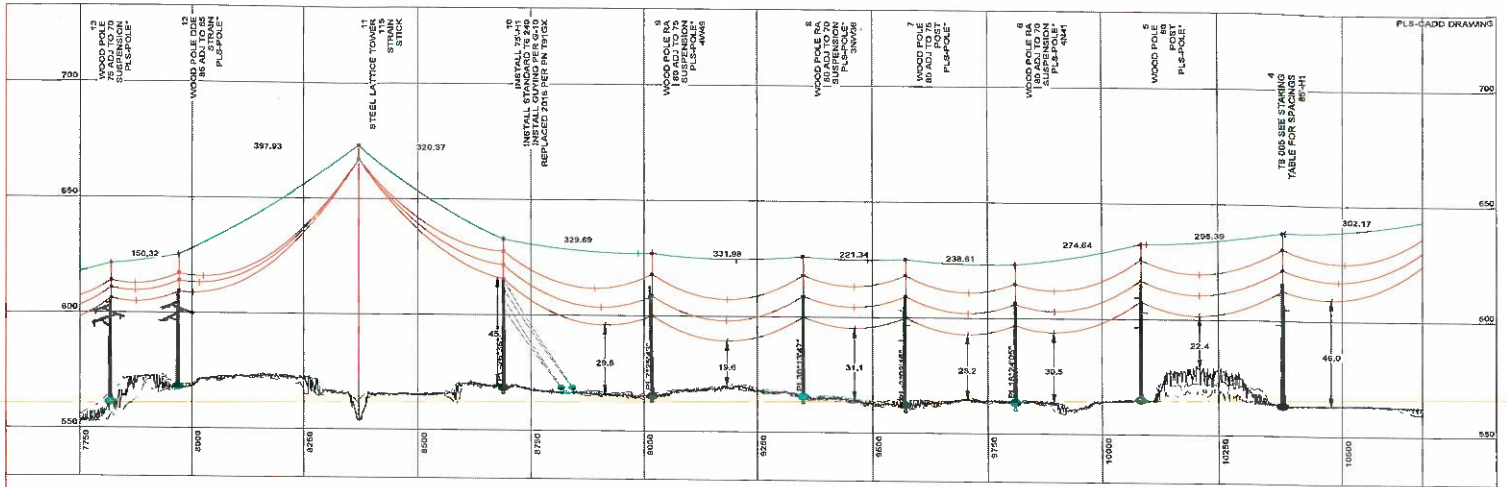
STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2022,

by _____ as _____

of Davenport Levee Improvement Commission, of the City of Davenport, Iowa.

Signature of Notary Public



200.0 FT. HORIZ. SCALE
40.0 FT. VERT. SCALE



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ALL LOCATE INFORMATION SHOWN IS APPROXIMATE, AND MUST BE FIELD VERIFIED BEFORE CHAINING. CALL THE APPROPRIATE LOCATING SERVICE BEFORE CONSTRUCTION. CONTACT HIGH VOLTAGE ENGINEERING WITH ANY CONSTRUCTION CONTACTS BEFORE INSTALLATION OF FACILITIES.			
REV	DATE	APP	DESCRIPTION
1	10/1/2018	JWH	REPLACE STR 12 TO 6.38 PER IN TURNS
2	10/1/2018	JWH	REPLACE STR 12 TO 6.38 PER IN TURNS
3	10/1/2018	JWH	REPLACE STR 12 TO 6.38 PER IN TURNS
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VERTICAL SCALE IN FEET
HORIZONTAL SCALE IN FEET

FACILITY U17
SUB 75 TO SUB G
69KV TRANSMISSION LINE



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[illegible]

LEVEE FUND - FY2023 BUDGET
July 1, 2022 - June 30, 2023

	FY2023 Recommended	FY2022 Projected	FY2021 Actual	FY2020 Actual
Beginning Fund Balance	\$347,532	\$123,688	\$81,561	\$13,300
Revenues & Transfers In				
Interest Earnings	\$150	\$150	\$150	\$150
Riverfront Commission Rents	\$250,000	\$245,000	\$237,731	\$254,139
Transfers In	\$75,000	\$75,000	\$93,534	\$75,000
MISC and Grants	\$75,000	\$75,000	\$95,751	\$90,724
Total Operations Revenue	\$400,150	\$395,150	\$427,166	\$420,013
Expenditures & Transfers Out				
Office Supplies	\$200	\$200	\$580	\$71
Utility Services	\$100,000	\$100,000	\$81,099	\$80,008
Insurance	\$2,999	\$2,999	\$3,175	\$2,641
Professional Services	\$125,814	\$120,814	\$116,873	\$114,416
Maintenance-Bldgs&Grnds	\$50,000	\$50,000	\$50,023	\$47,336
Project Expense	\$55,000	\$50,000	\$66,949	\$39,815
Telephone Expense	\$500	\$500	\$500	\$455
Facilities Maintenance	\$0	\$0	\$13,340	\$14,510
Total CPED-Operations	\$334,513	\$324,513	\$332,539	\$299,252
Riverfront Maintenance Program - Transfer to City	\$52,500	\$52,500	\$52,500	\$52,500
Total	\$387,013	\$377,013	\$385,039	\$351,752
Programming	\$60,000			
Capital Project Expenditures	\$0	\$0	\$0	\$0
Total	\$447,013	\$377,013	\$385,039	\$351,752
Changes to Fund Balance - Addition/(Reduction)	(\$46,863)	\$18,137	\$42,127	\$68,261
MEC Easement		\$205,706.67		
ENDING FUND BALANCE	\$300,669	\$347,532	\$123,688	\$81,561