

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, JANUARY 25, 2022; 5:30 PM

CITY HALL | 226 WEST 4TH STREET | COUNCIL CHAMBERS

I. Call to Order

II. Approval of Minutes

- A. Approve the Meeting Minutes for November 23, 2021 - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. Temporary License Agreement with Bhavna, LLC - DISCUSSION / ACTION

V. Projects

- A. MidAmerican Energy Company Electric Transmission Line Easement Agreement - DISCUSSION / ACTION
- B. Veterans Memorial Park Presentation - Zach Peterson, Public Works
- C. FY2023 Operating Budget - DISCUSSION
- D. Riverfront Refresh 2022 - DISCUSSION

VI. Staff Report

- A. Executive Officer Report
- B. Parks Liaison Report

VII. Other Business

- A. Public With Business (5 Minutes)

VIII. Adjournment

IX. Next Meeting Date:

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

Riverfront Improvement Commission
Minutes
November 23, 2021

Present (Physical): Bill Ashton, Dee Bruemmer, Bill Churchill, Kelli Grubbs, Tom Guy and Julie Tonn

Present (Virtual):

Others Present: Chris Meyer, Parks Liaison; 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 in the temporary venue location of the Police Department Community Room.

Approval of Minutes

Grubbs asked for the approval of the minutes. Ashton moved to approve the minutes of the October 26, 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. Bruemmer moved to approve the disbursements. Ashton seconded the motion and it carried.

Officer Election

Ahrens announced that with the resignation of Commissioner Kosman, there is a vacancy for the position of Vice Chair. Following discussion, Ashton moved to table the motion to fill the vacancy until a future undetermined date. Bruemmer seconded the motion and it carried.

Projects

Ahrens provided updates regarding several CIP projects, including the accessible deck ramp at the Freight House, the Riverwalk extension and park improvements at River Heritage Park, and the overlook at Veteran's Memorial Park. Zach Peterson has been invited to present to the Commission on the overlook project at its next meeting.

Ahrens also presented the draft FY2023 Riverfront Operating Budget for the Commission to review. Following discussion, the Commission will consider its approval at an upcoming meeting.

Staff provided an update regarding the new interactive communication tool to be introduced during Christkindlmarkt called Hello Lamp Post. It is intended to be an additional resource to assist in informing the public about the numerous things to do along Davenport's Riverfront.

Ahrens presented a brief update regarding Riverfront Refresh 2021 and its success. Staff already is working on the 2022 calendar of events and activities.

Staff Report

Chris Meyer, Parks Liaison to the Commission, provided a report, which included an update on the Parks Strategic planning efforts.

Ahrens briefed the Commission on this year's Christkindlmarkt Quad Cities, which will take place at the Freight House during the weekend of December 2-4.

Other Business

There was consensus by the Commission to not hold a December meeting.

With no public with business to present to the Commission, and with no further business, the meeting was adjourned at 6:15 p.m.

Kelli Grubbs, Chair

City of Davenport



YTD REPORT

FOR 2022 07

JOURNAL DETAIL 2022 5 TO 2022 5

	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	0.00	-448.77	0.00	448.77	100.0%
450404 LEVEE COMMISSION RENT	0.00	-275,000.00	-275,000.00	-218,575.81	0.00	-56,424.19	79.5%
480170 OTHER CONTRIBUTIONS	0.00	0.00	0.00	-1,111.11	0.00	1,111.11	100.0%
480690 MISCELLANEOUS	0.00	-75,000.00	-75,000.00	-6,317.32	0.00	-68,682.68	8.4%
489491 TRANSFER LOCAL OPTION SALES	0.00	-75,000.00	-75,000.00	0.00	0.00	-75,000.00	.0%
TOTAL UNDEFINED	0.00	-425,000.00	-425,000.00	-226,453.01	0.00	-198,546.99	53.3%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	0.00	88,092.00	88,092.00	47,295.10	0.00	40,796.90	53.7%
510105 OVERTIME PAY	0.00	0.00	0.00	253.12	0.00	-253.12	100.0%
510120 RETIREMENT-FICA	0.00	6,739.00	6,739.00	3,779.30	0.00	2,959.70	56.1%
510130 RETIREMENT-IPERS	0.00	8,316.00	8,316.00	4,307.74	0.00	4,008.26	51.8%
510140 EMPLOYEE INSURANCE	0.00	12,381.00	12,381.00	6,403.68	0.00	5,977.32	51.7%
510161 DEFERRED COMP	0.00	4,405.00	4,405.00	2,294.28	0.00	2,110.72	52.1%
510162 RETIREMENT HEALTH SAVINGS	0.00	881.00	881.00	463.96	0.00	417.04	52.7%
520201 OFFICE SUPPLIES	0.00	200.00	200.00	0.00	0.00	200.00	.0%
520205 UTILITY SERVICES	0.00	100,000.00	100,000.00	59,907.56	0.00	40,092.44	59.9%
520215 TECHNICAL SERVICES	0.00	100.00	100.00	0.00	0.00	100.00	.0%

City of Davenport



YTD REPORT

FOR 2022 07			JOURNAL DETAIL 2022 5 TO 2022 5			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520225 MAINTENANCE-BLDGS & GRNDS 40,000.00	0.00	40,000.00	15,853.02	1,100.00	23,046.98	42.4%
520297 PROJECT EXPENSE 50,000.00	0.00	50,000.00	31,042.22	5,337.62	13,620.16	72.8%
520298 OTHER SUPPLIES & SERVICES 0.00	0.00	0.00	30.38	0.00	-30.38	100.0%
560606 TELEPHONE EXPENSE 500.00	0.00	500.00	277.65	0.00	222.35	55.5%
560620 LIABILITY INSURANCE 1,707.00	0.00	1,707.00	1,707.00	0.00	0.00	100.0%
560624 PROPERTY INSURANCE 540.00	0.00	540.00	540.00	0.00	0.00	100.0%
560633 WORKERS COMPENSATION INSURAN 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	174,907.01	6,437.62	133,268.37	57.6%
88000 TRANSFERS OUT						
550501 TRANSFERS OUT 52,500.00	0.00	52,500.00	0.00	0.00	52,500.00	.0%
TOTAL TRANSFERS OUT 52,500.00	0.00	52,500.00	0.00	0.00	52,500.00	.0%
TOTAL LEVEE IMPROVEMENT -57,887.00	0.00	-57,887.00	-51,546.00	6,437.62	-12,778.62	77.9%
TOTAL REVENUES -425,000.00	0.00	-425,000.00	-226,453.01	0.00	-198,546.99	
TOTAL EXPENSES 367,113.00	0.00	367,113.00	174,907.01	6,437.62	185,768.37	
GRAND TOTAL -57,887.00	0.00	-57,887.00	-51,546.00	6,437.62	-12,778.62	77.9%

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

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 07 JOURNAL DETAIL 2022 7 TO 2022 7

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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4740 LEVEE IMPROVEMENT

10130 PROJECT MANAGEMENT

510101 FULL TIME SALARIES

54741013 510101	88,092.00	FULL TIME SALARIES	0.00	88,092.00	47,295.10	0.00	40,796.90	53.7%
2022/07/070360 01/14/2022 PRJ 3,409.20 REF PY0114 WARRANT=011422 RUN=1 BI-WEEKL								
TOTAL FULL TIME SALARIES	88,092.00		0.00	88,092.00	47,295.10	0.00	40,796.90	53.7%

510102 PART TIME SALARIES

54741013 510102	0.00	PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00	.0%
54741013 510102 USDA	0.00	PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL PART TIME SALARIES	0.00		0.00	0.00	0.00	0.00	0.00	.0%

510103 TEMPORARY SALARIES

54741013 510103	0.00	TEMPORARY SALARIES	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL TEMPORARY SALARIES	0.00		0.00	0.00	0.00	0.00	0.00	.0%

510105 OVERTIME PAY

MONTHLY DETAIL REPORT

FOR 2022 07

JOURNAL DETAIL 2022 7 TO 2022 7

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54741013 510105	OVERTIME PAY					
0.00	0.00	0.00	253.12	0.00	-253.12	100.0%
TOTAL OVERTIME PAY						
0.00	0.00	0.00	253.12	0.00	-253.12	100.0%
510120 RETIREMENT-FICA						
54741013 510120	RETIREMENT-FICA					
6,739.00	0.00	6,739.00	3,779.30	0.00	2,959.70	56.1%
2022/07/070360 01/14/2022 PRJ		269.76 REF PY0114 WARRANT=011422 RUN=1 BI-WEEKL				
54741013 510120 USDA	RETIREMENT-FICA					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL RETIREMENT-FICA						
6,739.00	0.00	6,739.00	3,779.30	0.00	2,959.70	56.1%
510130 RETIREMENT-IPERS						
54741013 510130	RETIREMENT-IPERS					
8,316.00	0.00	8,316.00	4,307.74	0.00	4,008.26	51.8%
2022/07/070360 01/14/2022 PRJ		321.83 REF PY0114 WARRANT=011422 RUN=1 BI-WEEKL				
54741013 510130 USDA	RETIREMENT-IPERS					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL RETIREMENT-IPERS						
8,316.00	0.00	8,316.00	4,307.74	0.00	4,008.26	51.8%
510140 EMPLOYEE INSURANCE						
54741013 510140	EMPLOYEE INSURANCE					
12,381.00	0.00	12,381.00	6,403.68	0.00	5,977.32	51.7%

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 07				JOURNAL DETAIL 2022 7 TO 2022 7			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL EMPLOYEE INSURANCE 12,381.00	0.00	12,381.00	6,403.68	0.00	5,977.32	51.7%	
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	2,294.28	0.00	2,110.72	52.1%	
2022/07/070360 01/14/2022 PRJ 170.46 REF PY0114 WARRANT=011422 RUN=1 BI-WEEKL							
TOTAL DEFERRED COMP 4,405.00	0.00	4,405.00	2,294.28	0.00	2,110.72	52.1%	
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH SAVINGS 881.00	0.00	881.00	463.96	0.00	417.04	52.7%	
2022/07/070360 01/14/2022 PRJ 34.09 REF PY0114 WARRANT=011422 RUN=1 BI-WEEKL							
TOTAL RETIREMENT HEALTH SAVINGS 881.00	0.00	881.00	463.96	0.00	417.04	52.7%	
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENSE							

MONTHLY DETAIL REPORT

FOR 2022 07

JOURNAL DETAIL 2022 7 TO 2022 7

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	0.00	0.00	0.00	0.00	0.00	.0%
520201 OFFICE SUPPLIES						
54741013 520201 OFFICE SUPPLIES 200.00	0.00	200.00	0.00	0.00	200.00	.0%
TOTAL OFFICE SUPPLIES 200.00	0.00	200.00	0.00	0.00	200.00	.0%
520205 UTILITY SERVICES						
54741013 520205 UTILITY SERVICES 100,000.00	0.00	100,000.00	59,907.56	0.00	40,092.44	59.9%
2022/07/070313 01/13/2022 API 6,746.59 VND 014254 VCH MIDAMERICAN ENE utility Payment 07/2022 214287						
2022/07/070505 01/20/2022 API 661.24 VND 001322 VCH IOWA AMERICAN W COLLECTIVE INVOICE 214380						
TOTAL UTILITY SERVICES 100,000.00	0.00	100,000.00	59,907.56	0.00	40,092.44	59.9%
520210 TRAVEL EXPENSES						
54741013 520210 TRAVEL EXPENSES 0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL TRAVEL EXPENSES 0.00	0.00	0.00	0.00	0.00	0.00	.0%
520215 TECHNICAL SERVICES						

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 07

JOURNAL DETAIL 2022 7 TO 2022 7

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54741013 520215	100.00	TECHNICAL SERVICES 0.00	100.00	0.00	0.00	100.00	.0%
TOTAL TECHNICAL SERVICES	100.00	0.00	100.00	0.00	0.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013 520217	0.00	PROFESSIONAL SERVICES 0.00	0.00	0.00	0.00	0.00	.0%
54741013 520217 USDA	0.00	PROFESSIONAL SERVICES 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225	40,000.00	MAINTENANCE-BLDGS & GRNDS 0.00	40,000.00	15,853.02	1,100.00	23,046.98	42.4%
TOTAL MAINTENANCE-BLDGS & GRNDS	40,000.00	0.00	40,000.00	15,853.02	1,100.00	23,046.98	42.4%
520245 PAYMENT TO OTHER AGENCY							
54741013 520245	0.00	PAYMENT TO OTHER AGENCY 0.00	0.00	0.00	0.00	0.00	.0%

MONTHLY DETAIL REPORT

FOR 2022 07			JOURNAL DETAIL 2022 7 TO 2022 7				
ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL PAYMENT TO OTHER AGENCY							
0.00	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	0.00	.0%	
TOTAL INTERDEPARTMENT SERVICE CHG							
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
520297 PROJECT EXPENSE							
54741013 520297	PROJECT EXPENSE						
50,000.00	0.00	50,000.00	31,042.22	5,337.62	13,620.16	72.8%	
2022/07/070503 01/20/2022 API		77.00 VND 000377 VCH				214365	
2022/07/070503 01/20/2022 API		323.40 VND 019226 VCH				214411	
TOTAL PROJECT EXPENSE							
50,000.00	0.00	50,000.00	31,042.22	5,337.62	13,620.16	72.8%	
520298 OTHER SUPPLIES & SERVICES							
54741013 520298	OTHER SUPPLIES & SERVICES						
0.00	0.00	0.00	30.38	0.00	-30.38	100.0%	
TOTAL OTHER SUPPLIES & SERVICES							
0.00	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	0.00	.0%	

MONTHLY DETAIL REPORT

FOR 2022 07

JOURNAL DETAIL 2022 7 TO 2022 7

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL OPERATING EQUIPMENT 0.00	0.00	0.00	0.00	0.00	0.00	.0%
560606 TELEPHONE EXPENSE						
54741013 560606 TELEPHONE EXPENSE 500.00	0.00	500.00	277.65	0.00	222.35	55.5%
TOTAL TELEPHONE EXPENSE 500.00	0.00	500.00	277.65	0.00	222.35	55.5%
560620 LIABILITY INSURANCE						
54741013 560620 LIABILITY INSURANCE 1,707.00	0.00	1,707.00	1,707.00	0.00	0.00	100.0%
TOTAL LIABILITY INSURANCE 1,707.00	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	0.00	.0%
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	0.00	.0%

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 07			JOURNAL DETAIL 2022 7 TO 2022 7				
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL FACILITIES MAINTENANCE 0.00	0.00	0.00	0.00	0.00	0.00	.0%	
560624 PROPERTY INSURANCE							
54741013 560624 540.00	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 752.00	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	174,907.01	6,437.62	133,268.37	57.6%	
TOTAL LEVEE IMPROVEMENT 314,613.00	0.00	314,613.00	174,907.01	6,437.62	133,268.37	57.6%	
TOTAL EXPENSES 314,613.00	0.00	314,613.00	174,907.01	6,437.62	133,268.37		
GRAND TOTAL 314,613.00	0.00	314,613.00	174,907.01	6,437.62	133,268.37	57.6%	

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

**TEMPORARY LICENSE AGREEMENT
BY AND BETWEEN
THE CITY OF DAVENPORT and BHAVNA LLC.**

The City of Davenport, Iowa, in consideration of Twenty-Five Dollars (\$25.00) Per Day and other good and valuable consideration, does hereby grant to Bhavna LLC., ("Licensee") the temporary and non-exclusive license and authority to use and improve the following described real estate, to-wit:

The Northeast section of the Florian Keen Municipal Parking Lot (Modern Woodman Park) located near 401 West River Drive in Davenport Iowa as depicted in the attached drawing.

Subject to the following terms and conditions.

1. This temporary license agreement is granted to allow the creation of a COVID Drive-Thru Testing Operation. This is only a temporary grant and the Licensee assumes all risks that the Riverfront Improvement Commission / City Council of the City of Davenport may not subsequently vote to approve a "permanent" operation for this location. Licensee bears all costs associated with the construction, installation and restoration of the area licensed and all ongoing costs associated with the maintenance of the operation in this location, including periodic snow removal.

2. This temporary license agreement shall be effective upon its execution by both parties and shall continue in force and effect thereafter until the earliest of the following: either party terminates it for any reason or no reason; or March 31, 2022.

Effective Start Date: January 18, 2022

3. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated herein unless either party notifies the other, in writing, of a different address. Such notice shall be considered given under the terms of this agreement upon deposit in the United States Postal Service mail system, addressed as above designated, postage prepaid, by certified mail.

4. Licensee agrees to save, defend and hold harmless the City of Davenport from any and all liability for damages, costs or expenses from, or as the result of, any action at law or suit in equity that may be brought against the City of Davenport by any person or entity on account of the use, acts or omissions of Bhavna LLC, its officials, agents or employees that occur on or about the above-described real property. The cancellation and termination of this agreement shall not affect Bhavna LLC's obligation to save, defend and hold harmless the City of Davenport in respect to acts or things which shall have been done or which happened before the date fixed for such termination.

5. Licensee accepts the premises in its present condition and agrees that it will not dispose of waste oil, tires, batteries, paint or other chemicals, or hazardous waste as defined by statute or ordinance anywhere on the licensed premises. Licensee shall immediately notify the City of Davenport of any chemical discharge, leak or spill or hazardous waste exposure event that occurs on the premises.

6. The City of Davenport maintains its right to enter upon said premises for any purpose.

7. Licensee shall yield possession of the premises to the City of Davenport without further demand, notice or action, in as good condition as when it first entered upon the premises (normal wear and tear excluded), upon the effective date of this agreement's termination.

8. Licensee is not an agent of the City of Davenport.

9. Licensee may assign this license agreement subject to it providing prior written notification of its intention to assign to the City of Davenport and subject to the City's written approval of said assignment. Each and every term and provision herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

10. The parties agree and understand that no permanent structural improvements will be erected or constructed within the area. Any property located upon the premises by Licensee shall be removed immediately upon the termination this license. Any items remaining after termination may be disposed by City in its sole discretion and at the expense of Licensee.

11. Neither Licensee nor anyone claiming by, through, or under it 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, 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, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon.

12. This agreement shall not be construed to create a tenancy of any kind in the above-described real property in favor of Licensee. This agreement simply grants a non-exclusive right to use the property.

13. For the purposes of notice the parties designate the following persons:

Thomas Warner, City Attorney
Davenport City Hall
226 W 4th Street
Davenport, IA 52801
563.326.7735

Bhavna LLC
C/O Keyur Patel
3929 18th Street
Bettendorf, IA 52722
(563) 676-5720

IN WITNESS WHEREOF, the parties have signed this agreement this _____ day
of _____, 20____.

Bhavna LLC

The City of Davenport

Keyur Patel

Thomas D. Warner
City Attorney

State of Iowa)
)
County of Scott) ss.

Sworn to and subscribed before me, the undersigned, a Notary Public in and for the State of Iowa, by
_____ to me personally known this _____ day of January 2022.

Notary Public in and for State of Iowa

State of Iowa)
)
County of Scott) ss.

Sworn to and subscribed before me, the undersigned, a Notary Public in and for the State of Iowa, by
_____ to me personally known this _____ day of January 2022.

Notary Public in and for State of Iowa

Davenport Interactive City Map



1/4/2022, 3:57:29 PM



Parcels

2019 Aerial Photo



Green: Band_2

Address Points



Red: Band_1



Blue: Band_3



WAIVER AND HOLD HARMLESS

The Undersigned, Bhavna LLC, hereby waives any claim, cause, loss, cost, or damage whatsoever - including those based upon negligence of the City, its officers, employees, or agents - that it may acquire against City of Davenport ("Indemnatee"), its officers, employees, or agents as a result of or arising in conjunction with (describe activity below):

COVID TESTING SITE

Further the Undersigned agrees to defend and hold harmless the Indemnatee, its officers, employees, or agents against any claim, cause, loss, cost, or damage whatsoever as referenced above, including attorney fees, that result from or arise in conjunction with the activity described above.

Signed this 14 day of 01 Jan, 2022.

Name of Organization or Person: Keyur Patel Bhavna LLC.

By: [Signature]

Print Name: Keyur Patel

Subscribed and sworn to before me by Keyur Patel to me

personally known this 14th day of January, 2022.



[Signature]
Notary Public
Dawn Andrea Cameron

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 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

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

	FY2023 Recommended	FY2022 Projected	FY2021 Actual	FY2020 Actual
Beginning Fund Balance	\$141,825	\$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
Capital Project Expenditures	\$0	\$0	\$0	\$0
Total	\$387,013	\$377,013	\$385,039	\$351,752
Changes to Fund Balance - Addition/(Reduction)	\$13,137	\$18,137	\$42,127	\$68,261
ENDING FUND BALANCE	\$154,962	\$141,825	\$123,688	\$81,561

Riverfront Refresh Plan for Growth
FY2023 DRAFT Proposal – Annual Operating Budget

Enhanced Communication:

Hello Lamp Post	\$5,000	
• Interactive tool to promote events & activities and to survey visitors to the riverfront.		
Additional Website Promotion	\$3,000	
• Complement City Website with DavenportRiverfront.com to more easily and actively identify and promote riverfront events and activities.		
	TOTAL	\$8,000

Enhanced Programming / Staffing:

Programming	\$13,000	
• Diverse and robust Entertainment / Community Engagement		
Planning & Operations Support Staff	\$30,000	
• Contracted services for Freight House staff additional responsibilities		
Social Media Support Staff	\$30,000	
• Contracted services for Freight House staff additional responsibilities		
Executive Officer salary adjustment	\$12,000	
• Compensation for additional responsibilities		
	TOTAL	\$85,000

Enhanced Maintenance / Operations:

Riverfront Maintenance Program	(\$52,500)	
• City to assume financial role		
Contracted Services for Higher Finishes	\$30,000	
• (April – November; 8 months)		
• Trash cleanup / Weeding / Bush trimming / Planters / Flower beds / Ambassadors		
	TOTAL	\$30,000

GRAND TOTAL	\$123,000
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