

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, JANUARY 23, 2018; 5:30 PM

POLICE DEPARTMENT COMMUNITY ROOM, 416 NORTH HARRISON STREET,
DAVENPORT, IOWA

PLEASE NOTE: REGULAR MONTHLY MEETING TO IMMEDIATELY FOLLOW THE
CONCLUSION OF THE JOINT MEETING.

I. Call to Order

II. Approval of Minutes

A. Approve minutes from the December 19, 2017 meeting - ACTION

III. Finance

A. Approve the Disbursements - ACTION

IV. Leases

A. Freight House Farmer's Market - DISCUSSION

B. Giovanni's at the Freight House - DISCUSSION

V. Projects

A. FY2019 Proposed Budget - DISCUSSION

VI. Staff Report

VII. Other Business

A. Public With Business

VIII. Adjournment

IX. Next Meeting Date:

A. Tuesday, February 27, 2018 at 5:30 p.m.

City of Davenport
Riverfront Improvement Commission

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

Date
1/23/2018

Subject:
Approve minutes from the December 19, 2017 meeting - ACTION

ATTACHMENTS:

Type	Description
▯ Cover Memo	RIC Minutes 12-19-17

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	1/19/2018 - 1:46 PM



Riverfront Improvement Commission

Mission Statement:

The Davenport Riverfront Improvement Commission enhances the quality of life in our community by improving the riverfront through stewardship, innovative planning and management of resources.

Strategic Goal 1: Actively collaborate with stakeholders.

(COLLABORATION)

Strategic Goal 2: Implement a bi-annual planning process that prioritizes Commission activities to meet community needs.

(PLANNING)

Strategic Goal 3: Develop and maintain funding to meet the established goals of the Commission and assure the financial viability of the Levee Improvement Fund and to maintain an appropriate fund balance.

(FUNDING)

Strategic Goal 4: Utilize staff and Commission members to efficiently and effectively carry out the duties and responsibilities assigned to the Commission.

(ADMINISTRATION)

Strategic Goal 5: Implement riverfront development projects.

(RIVERFRONT PROJECTS)

Riverfront Improvement Commission
Minutes
December 19, 2017

Present: Bill Ashton, Dee Bruemmer, Shelley Chambers, Bill Churchill, Frank Clark, Karin Elftmann-Gross, Kelli Grubbs, Karl Rhomberg, and Pat Walton

Others Present: Ald. Kyle Gripp, City Council; Richard Thomas, Parks & Recreation Board; Art Norris, Quad Cities Waterkeeper; Pat Driscoll, City Communications; Devan Patel, QC Times; Citizens; and Steve Ahrens, Riverfront Improvement Commission

Chairman Walton called the meeting to order at 5:30 p.m.

Grubbs moved to approve the minutes of the October 24 regular meeting. Chambers seconded the motion and it carried.

Finance

Ahrens presented the previous two month's disbursements, aged receivables report and the FY2018 Lease Report. Rhomberg moved to approve the disbursements. Elftmann-Gross seconded the motion and it carried.

Leases

Staff provided the draft lease addendum for the Freight House Farmer's Market to use additional space at the Freight House for the month of January 2018. Ashton moved to approve the agreement. Clark seconded the motion and it carried.

Ahrens presented the draft agreement for the 2018 Radish Healthy Living Fair at the Freight House. Chambers moved to approve the agreement. Rhomberg seconded the motion and it carried.

Staff presented the draft agreement with Cobham Life Support for use of the upper venue kitchen at the Freight House. Grubbs moved to approve the agreement. Bruemmer seconded the motion and it carried.

Projects

Staff announced the two-year boat dock installation and removal bid results and recommended award to Swenson Construction of Blue Grass, Iowa. Clark moved to approve the recommendation. Chambers seconded the motion and it carried.

Ahrens presented the 2018 Summer Concert Series, which is fully and privately covered with no funding coming from the Levee Fund. Chambers moved to approve the schedule. Churchill seconded the motion and it carried.

Art Norris, with Quad Cities Waterkeeper, provided the Commission with a presentation regarding a river restoration project just upstream from Credit Island. The group would like support to secure funding for equipment and related expenses to clean up this section of riverfront, and ultimately, to create a public beach. Staff was asked to begin discussions with the USACE as a starting point.

Staff Report

Parks and Recreation Advisory Board Report – Chairman Richard Thomas provided a report, which covered a number of park projects underway, including the group's review and approval of the riverfront miniature golf course proposal concept as well as work on its facilitated visioning process. The Parks Advisory Board has prioritized the following three projects for its primary focus during the upcoming year: Miracle Field, Additional Dog Park (East/North), and Indoor Recreational Facility.

Ahrens provided updates on a variety of topics, including:

- Miniature golf proposal likely at January meeting
- Riverfront Design Standards presentation next meeting – joint with Parks Board
- Union Station & Freight House RFPs update
- New partial dock system at Marquette Landing is out for bid
- Volunteers from the Commission requested for a Liaison to Parks Advisory Board and to the Freight House Farmer's Market Board of Directors

Other Business

With no public with business to present, and with no further business, the meeting was adjourned at 7:00 p.m.

Karl Rhomberg, Secretary

City of Davenport
Riverfront Improvement Commission

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

Date
1/23/2018

Subject:
Approve the Disbursements - ACTION

ATTACHMENTS:

Type	Description
▣ Cover Memo	Jan Disbursements

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	1/19/2018 - 1:47 PM

Revenue/Billing Table
FY - 2018 Levee Fund #740

Lessee	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Summary
1 Front Street Brewery - FH	2,952.00	2,952.00	2,952.00	2,952.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	3,006.00	35,856.00
2 Nostalgia Deli	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	9,999.96
3 Nostalgia Deli - 4%	2,108.15	1,710.42	1,475.69	971.28	867.34	663.00	738.12	988.33	967.70	1,306.85	1,610.77	1,921.44	15,329.09
4 MidAmerican Co.	6,000.00												6,000.00
5 Lake Davenport Sailing Club							5,000.00			3,900.00			3,900.00
6 LPBC/Lindsay Park Boat Club							2,500.00						5,000.00
7 CHS, Inc / Harvest States Coop	2,500.00	225.00	225.00	2,500.00	225.00	225.00	225.00	225.00	225.00	2,500.00	225.00	225.00	10,000.00
8 One River Place	225.00	225.00	1,232.41	765.78	375.50	523.73	352.76	531.48	554.90	765.98	1,114.80	1,428.67	10,656.63
9 Driftwood	1,566.98	1,443.64										2,500.00	2,500.00
10 River's Edge													7,749.99
11 Union Station	2,583.33	2,583.33	2,583.33										7,749.99
12 MVBS-Union Station	160.00	160.00	160.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	2,010.00
13 Bix Society-Union Station	875.00	875.00	875.00	875.00	875.00	875.00	875.00	875.00	900.00	900.00	900.00	900.00	10,600.00
14 Marine Specialties	2,500.00	2,500.00	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	15,000.00
15 Front Street Brewery	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	3,180.00
16 Freight House Farmers Market	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	1,416.67	17,000.04 Renew
17 Rock River Family Office	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	2,268.59	27,223.08 Renew
18 Nestle - SemiParkingLot	675.00	675.00	675.00	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	11,025.00
19 Nordby - Generosity Coaching	125.00	125.00	125.00	125.00	125.00	125.00	130.00	130.00	130.00	130.00	130.00	130.00	1,530.00
20 Package Express													0.00
Subtotal	27,054.05	18,032.98	16,087.02	15,367.65	12,427.43	12,371.32	19,780.47	12,709.40	12,737.19	19,687.42	13,940.16	17,064.70	197,259.79
Miscellaneous													
1 LPBC Addendum	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Total	27,054.05	18,032.98	16,087.02	15,367.65	12,427.43	12,371.32	20,780.47	12,709.40	12,737.19	19,687.42	13,940.16	17,064.70	198,259.79

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City of Davenport
YTD REPORT



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FOR 2018 07

JOURNAL DETAIL 2018 6 TO 2018 6

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT	-230,000	0	-230,000	-148,548.56	.00	-81,451.44	64.6%
480690 MISCELLANEOUS	-42,000	0	-42,000	-31,487.37	.00	-10,512.63	75.0%
489491 TRANSFER LOCAL OPTION SALES	-41,000	0	-41,000	.00	.00	-41,000.00	.0%
490865 FUND BALANCE APPROPRIATION	5,685	0	5,685	.00	.00	5,685.00	.0%
TOTAL UNDEFINED	-307,315	0	-307,315	-180,035.93	.00	-127,279.07	58.6%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	71,400	0	71,400	36,414.54	.00	34,985.46	51.0%
510120 RETIREMENT-FICA	5,462	0	5,462	2,887.07	.00	2,574.93	52.9%
510130 RETIREMENT-IPERS	6,569	0	6,569	3,251.82	.00	3,317.18	49.5%
510140 EMPLOYEE INSURANCE	10,300	0	10,300	5,197.62	.00	5,102.38	50.5%
510161 DEFERRED COMP	3,570	0	3,570	1,820.78	.00	1,749.22	51.0%
510162 RETIREMENT HEALTH SAVINGS	714	0	714	364.13	.00	349.87	51.0%
520201 OFFICE SUPPLIES	200	0	200	26.07	70.00	103.93	48.0%
520205 UTILITY SERVICES	75,000	0	75,000	48,003.65	.00	26,996.35	64.0%
520210 TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%
520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES	5,000	0	5,000	.00	.00	5,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS	42,000	-740	41,260	28,389.55	3,727.90	9,142.40	77.8%
520297 PROJECT EXPENSE	20,000	-500	19,500	8,410.50	.00	11,089.50	43.1%
560606 TELEPHONE EXPENSE	450	0	450	247.38	.00	202.62	55.0%
560623 FACILITIES MAINTENANCE	14,050	0	14,050	5,272.25	.00	8,777.75	37.5%
TOTAL PROJECT MANAGEMENT	254,815	-1,240	253,575	140,310.36	3,797.90	109,466.59	56.8%
88000 TRANSFERS OUT							
550501 TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL TRANSFERS OUT	52,500	0	52,500	.00	.00	52,500.00	.0%
TOTAL LEVEE IMPROVEMENT	0	-1,240	-1,240	-39,725.57	3,797.90	34,687.52	2897.0%
TOTAL REVENUES	-307,315	0	-307,315	-180,035.93	.00	-127,279.07	
TOTAL EXPENSES	307,315	-1,240	306,075	140,310.36	3,797.90	161,966.59	

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City of Davenport
MONTHLY DETAIL REPORT



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JOURNAL DETAIL 2018 7 TO 2018 7

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALARIES	71,400	0	71,400	36,414.54	.00	34,985.46	51.0%
2018/07/070133 01/05/2018 PRJ	2,801.11 REF PY0105						
					WARRANT=010518	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	71,400	0	71,400	36,414.54	.00	34,985.46	51.0%
510102 PART TIME SALARIES							
54741013 510102 PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
54741013 510102 USDA PART TIME SALA	0	0	0	.00	.00	.00	.0%
TOTAL PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
510103 TEMPORARY SALARIES							
54741013 510103 TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
TOTAL TEMPORARY SALARIES	0	0	0	.00	.00	.00	.0%
510105 OVERTIME PAY							
54741013 510105 OVERTIME PAY	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2018 07

JOURNAL DETAIL 2018 7 TO 2018 7

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OVERTIME PAY	0	0	0	.00	.00	.00	.0%
510120 RETIREMENT-FICA							
54741013 510120 RETIREMENT-FICA	5,462	0	5,462	2,887.07	.00	2,574.93	52.9%
2018/07/070133 01/05/2018 PRJ	220.81 REF PY0105					WARRANT=010518 RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-FICA	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,462	0	5,462	2,887.07	.00	2,574.93	52.9%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPERS	6,569	0	6,569	3,251.82	.00	3,317.18	49.5%
2018/07/070133 01/05/2018 PRJ	250.14 REF PY0105					WARRANT=010518 RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-IPE	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	6,569	0	6,569	3,251.82	.00	3,317.18	49.5%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURANCE	10,300	0	10,300	5,197.62	.00	5,102.38	50.5%
TOTAL EMPLOYEE INSURANCE	10,300	0	10,300	5,197.62	.00	5,102.38	50.5%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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JOURNAL DETAIL 2018 7 TO 2018 7

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%
510161 DEFERRED COMP							
54741013 510161 DEFERRED COMP	3,570	0	3,570	1,820.78	.00	1,749.22	51.0%
2018/07/070133 01/05/2018 PRJ	140.06 REF PY0105				WARRANT=010518	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,570	0	3,570	1,820.78	.00	1,749.22	51.0%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEALTH	714	0	714	364.13	.00	349.87	51.0%
2018/07/070133 01/05/2018 PRJ	28.01 REF PY0105				WARRANT=010518	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	714	0	714	364.13	.00	349.87	51.0%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
TOTAL CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE SUPPLIES	200	0	200	26.07	70.00	103.93	48.0%
TOTAL OFFICE SUPPLIES	200	0	200	26.07	70.00	103.93	48.0%
520205 UTILITY SERVICES							

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City of Davenport
MONTHLY DETAIL REPORT



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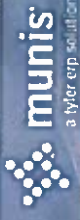
FOR 2018 07

JOURNAL DETAIL 2018 7 TO 2018 7

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520205 UTILITY SERVICES	75,000	0	75,000	48,003.65	.00	26,996.35	64.0%
2018/07/070079 01/04/2018 API	465.62 VND 007669 VCH		CENTERPOINT ENERGY	NATURAL GAS DELIVERIES NOV			170958
TOTAL UTILITY SERVICES	75,000	0	75,000	48,003.65	.00	26,996.35	64.0%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%*
TOTAL TRAVEL EXPENSES	0	0	0	25.00	.00	-25.00	100.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
TOTAL TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013 520217 PROFESSIONAL SERVI	5,000	0	5,000	.00	.00	5,000.00	.0%
54741013 520217 USDA PROFESSIONAL S	0	0	0	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICES	5,000	0	5,000	.00	.00	5,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLDGS	42,000	-740	41,260	28,389.55	3,727.90	9,142.40	77.8%
2018/07/070079 01/04/2018 API	80.00 VND 024588 VCH		PREMIER PEST MGT SVS PEST MANAGEMENT FREIGHT HOUSE				171114
2018/07/070393 01/11/2018 API	374.50 VND 007584 VCH		L&L LAWN AND MAINT SNOW REMOVAL AND SALTING FREIG				171320

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2018 07

JOURNAL DETAIL 2018 7 TO 2018 7

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	-740	41,260	28,389.55	3,727.90	9,142.40	77.8%
520245 PAYMENT TO OTHER AGENCY							
54741013 520245 PAYMENT TO OTHER A	0	0	0	.00	.00	.00	.0%
TOTAL PAYMENT TO OTHER AGENCY	0	0	0	.00	.00	.00	.0%
520262 INTERDEPARTMENT SERVICE CHG							
54741013 520262 INTERDEPARTMENT SE	0	0	0	.00	.00	.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG	0	0	0	.00	.00	.00	.0%
520297 PROJECT EXPENSE							
54741013 520297 PROJECT EXPENSE	20,000	-500	19,500	8,410.50	.00	11,089.50	43.1%
TOTAL PROJECT EXPENSE	20,000	-500	19,500	8,410.50	.00	11,089.50	43.1%
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES & S	0	0	0	.00	.00	.00	.0%
TOTAL OTHER SUPPLIES & SERVICES	0	0	0	.00	.00	.00	.0%
530303 OPERATING EQUIPMENT							
54741013 530303 USDA OPERATING EQUI	0	0	0	.00	.00	.00	.0%

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City of Davenport
MONTHLY DETAIL REPORT



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JOURNAL DETAIL 2018 7 TO 2018 7

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPENSE	450	0	450	247.38	.00	202.62	55.0%
TOTAL TELEPHONE EXPENSE	450	0	450	247.38	.00	202.62	55.0%
560622 DATA PROCESSING							
54741013 560622 DATA PROCESSING	0	0	0	.00	.00	.00	.0%
TOTAL DATA PROCESSING	0	0	0	.00	.00	.00	.0%
560623 FACILITIES MAINTENANCE							
54741013 560623 FACILITIES MAINTEN	14,050	0	14,050	5,272.25	.00	8,777.75	37.5%
TOTAL FACILITIES MAINTENANCE	14,050	0	14,050	5,272.25	.00	8,777.75	37.5%
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENSATI	0	0	0	.00	.00	.00	.0%
TOTAL WORKERS COMPENSATION INSURANCE	0	0	0	.00	.00	.00	.0%
TOTAL PROJECT MANAGEMENT	254,815	-1,240	253,575	140,310.36	3,797.90	109,466.59	56.8%

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City of Davenport
MONTHLY DETAIL REPORT



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FOR 2018 07

JOURNAL DETAIL 2018 7 TO 2018 7

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LEVEE IMPROVEMENT	254,815	-1,240	253,575	140,310.36	3,797.90	109,466.59	56.8%
TOTAL EXPENSES	254,815	-1,240	253,575	140,310.36	3,797.90	109,466.59	
GRAND TOTAL	254,815	-1,240	253,575	140,310.36	3,797.90	109,466.59	56.8%

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

City of Davenport
Riverfront Improvement Commission

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

Date
1/23/2018

Subject:
Freight House Farmer's Market - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	FHFM Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	1/19/2018 - 1:49 PM

FARMER'S MARKET LEASE
Florian Keen Parking Lot & Freight House
Freight House Farmers Market

This agreement, executed in duplicate, made and entered into this 27th day of February, 2018, by and between the City of Davenport, Iowa through its Riverfront Improvement Commission (hereinafter "City") and the Freight House Farmers Market, Inc. (hereinafter "Association") shall provide for space for the sale of produce, plants, food products, and arts and crafts, as follows:

1. **Premises** – The 160,260 square feet of Florian Keen parking lot plus the portion of the lot south of the Freight House between the Freight House and Gaines Street from River Drive south to the railroad tracks as shown on Exhibits A-B attached hereto and made a part of this Lease. In addition, the 4,998 square feet of indoor and 7,874 square feet of adjacent outdoor area within the Freight House complex footprint.
2. **Term** – The Association shall be allowed to use the premises on Wednesdays from 6:00 AM to 2:00 PM (Freight House lot only when Keen lot is in use), Saturdays from 6:00 AM to 2:00 PM (as noted in Exhibit A), and Sundays from 8:00 AM to 3:00 PM (Freight House lot only as noted in Exhibit A) beginning March 1, 2018 and ending February 28, 2021, except should the City determine that an emergency condition exists, including but not limited to, a flood that must displace the Farmers Market for a temporary period of time. Regarding the interior premises, this agreement assumes daily usage (active or passive) by the Association. In addition, the City retains the right to use the loading dock and restroom facilities during non-market times. The Association will accommodate the annual Radish Healthy Living Fair as per the pre-existing layout plan.
3. **Purpose** – The Association shall use the premises only for assigning indoor and outdoor space to vendors to sell products including fresh garden produce, fruit, honey, herbs, nuts, plants, flowers, baked goods and hand-crafted items. Potentially hazardous foods, defined as any perishable food, which are capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms, such as cider and lemonade, cannot be sold unless licensed by proper authorities. All fresh produce not grown in Iowa or Illinois must be labeled as "broker produce" and/or give the point of origin.
4. **Regulations** – The Association shall comply with, and ensure that all vendors comply with, all City, County, State and Federal laws and regulations. In addition, the Association will enforce market vendor parking to the outer areas, making the immediately adjacent parking available for customers.
5. **Market Representative** – The Association shall have a representative who shall be on the premises during the time of the market operation whose duties shall be to set up signs, barricades, trash containers, etc., and to enforce the provisions of this Lease. The Association shall also store and service any and all equipment as necessary, and secure the premises at the end of each market day.
6. **Insurance** – The Association shall purchase and maintain with an insurance company licensed to sell insurance in Iowa, Comprehensive General Liability in the amount of \$1,000,000 per occurrence, with total coverage of \$3,000,000, including completed products and operations. The City shall be named as additional insured on the policy. The Association shall provide the City with a Certificate of Insurance prior to the first use of the premises. The City shall be given fifteen (30) days written notice before insurance cancellation.

7. **Clean-up** – The Association shall expeditiously clean up the premises after each use to eliminate all waste paper, boxes, spoiled produce and all other items resulting from the market activity.
8. **Sanitary Facilities** – Public restroom facilities are available inside the Freight House indoor market location.
9. **Signs and Barricades** – The Association shall provide all traffic and parking control signs and barricades and people as necessary for the safety of all patrons. The Association is responsible for the additional moveable signage during market hours for handicapped parking as noted in Exhibit A.
10. **Rental** – The Association shall pay to the City \$18,000.00 annually (\$1,500.00/month) for the First Year of this agreement. The annual rent shall be \$19,000.00 (\$1,583.33/month) in Year Two and \$20,000.00 (\$1,666.67/month) in Year Three of this agreement. The stipulated rent shall be due on the first day of each month.
11. **Utilities** – The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. Upon installation of a sub-meter, the monthly meter reading will determine the amount owed by the Tenant, which will be billed and paid in a timely manner. The Tenant also shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.
12. **Notification** – Formal written communication may be necessary between the City and the Association during the term of this Lease. Such correspondence shall be directed as follows: For the City, the contact and address is Riverfront Improvement Commission, City Hall, 226 W. 4th St., Davenport, Iowa 52801; for the Association the contact and address is Market Chairman, 421 West River Drive, Davenport, IA 52801.
13. **Termination** – Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
14. **Hold Harmless** – The Association agrees to defend and hold harmless the City of Davenport, its respective officers, employees, or agents against any claim, cause, loss, cost, or damage whatsoever, including attorney fees (calculated at \$150 per hour for city staff attorneys), that arises from the market and its operation.
15. **Acceptance** – This Lease agreement is accepted by the Association and the City as indicated by signatures below.

FREIGHT HOUSE FARMERS MARKET, INC.

RIVERFRONT IMPROVEMENT COMMISSION

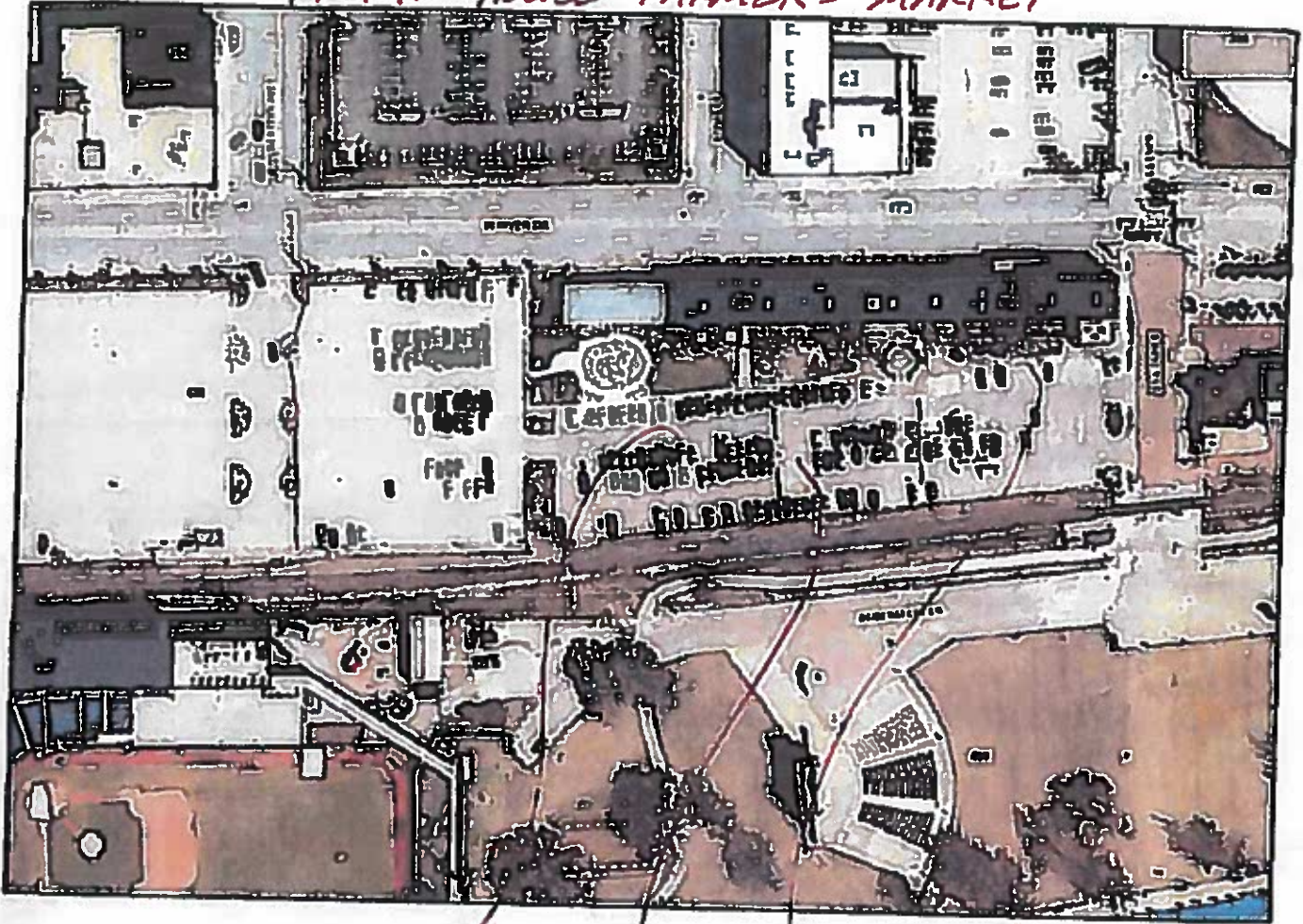
Chair

Date

Date

Untitled

FREIGHT HOUSE FARMER'S MARKET



SUNDAY VENDOR AREA

HANDICAPPED PARKING

ADDITIONAL SATURDAY
VENDOR AREA

EXHIBIT A
19

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
3. ALL DOORS ARE 3' 0" WIDE UNLESS NOTED OTHERWISE.
4. ALL WINDOWS ARE 6' 0" WIDE UNLESS NOTED OTHERWISE.
5. ALL FLOORS ARE CONCRETE UNLESS NOTED OTHERWISE.
6. ALL ROOFS ARE FLAT UNLESS NOTED OTHERWISE.
7. ALL CEILING ARE 8' 0" HIGH UNLESS NOTED OTHERWISE.
8. ALL STAIRS ARE 3' 0" WIDE UNLESS NOTED OTHERWISE.
9. ALL ELEVATIONS ARE IN FEET AND INCHES.
10. ALL FINISHES ARE AS NOTED ON THE DRAWING.

FRENCH HOUSE
AS BUILT DRAWING
1/2" = 1'-0"

1/2" = 1'-0"

0858

A1



EXHIBIT B

24 15.
20

City of Davenport
Riverfront Improvement Commission

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

Date
1/23/2018

Subject:
Giovanni's at the Freight House - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	Giovanni's Lease

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	1/19/2018 - 1:51 PM

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 27th day of February, 2018 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and XXXXXXXXXXXX Inc., hereinafter designated as "Tenant."

1. LEASED PREMISES

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

The Freight House complex, first floor at 421 West River Drive, Davenport, Scott County, Iowa, to include approximately 2,000 square feet, as shown on the attached floor plan, marked Exhibit A, and made a part hereof and referred to as Leased Premises.

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

2. TERM

A. The term of this Lease shall be for a period of Thirty-Six (36) Months, and shall have possession on March 1, 2018 and shall terminate on February 28, 2021. The Tenant shall have the right of first refusal upon exercising renewal to lease the subject premise.

B. There shall be regular check-in points between the Landlord and the Tenant regarding the status of the business operations.

3. RENTAL

A. Beginning on May 1, 2018, Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises, according to the following schedule. A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Fifteenth (15th) day of the month.

B. For the term of this lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	<u>Annual</u>	<u>Per month</u>
Months 3 – 12	\$16,000.00	\$1,333.33
Months 13-36	\$18,000.00	\$1,500.00

C. The Tenant has non-exclusive access to the Freight House parking lot, located to the south of the complex. It is intended that all tenants and related uses will work with the Landlord to accommodate needs.

4. PAYMENT OF RENTAL

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

5. USE OF LEASED PREMISES

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

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

6. FIRE INSURANCE

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

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Tenant will hold the Landlord exempt and harmless from any damage or injury to any person arising from the use of the Leased Premises by the Tenant, or from failure of the Tenant to keep the Leased Premises in good condition and repair as herein provided. The Tenant shall not be responsible for damage or injury caused by the Landlord's negligence.

B. During the entire term of this Lease, the Landlord and Tenant, at their sole costs and expense will each keep their respective property interests in the Leased Premises and their liability interests reasonably insured against hazard and casualty and against claims for personal injury, death, or property on the Leased Premises and reasonably insured against hazard and casualty against claims for personal injury, death, or property damage occurring in, upon, or about the Leased Premises. Tenant's policy shall name the Landlord as a certificate holder and identify the Landlord in the Description of Operations as an "additional insured".

Neither party hereto will do or omit the doing of any act which would invalidate either insurance policy. The Landlord and Tenant agree to provide evidence of the issuance of each respective policy to the other within Ten (10) Days after the commencement of this Lease the Landlord shall be notified in writing at least Thirty (30) Days prior to the cancellation of the Tenant's policy. The Tenant shall have, as a minimum, the following insurance:

(1) Commercial General Liability

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

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

The insurance required above under commercial general liability above shall be Primary insurance and non-contributory.

(3) Provide proof of dram shop coverage with outside service area.

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

Waiver of Subrogation - Landlord and Tenant each hereby release the other from liability for damage or destruction to the Leased Premises and the improvements located on the Property, whether or not caused by acts or omissions of the other party; provided, however, such release shall only be in force and effect in respect of damage or destruction normally covered by standard policies of fire insurance with extended coverage (whether or not such coverage is in effect). Each party shall cause its fire insurance policies to contain a provision whereby the insurer either waives any right of subrogation against the other party or agrees that such a release shall not invalidate the insurance, whichever is obtainable.

8. **ALTERATIONS**

The Tenant shall not make, or suffer to be made, any alternations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord. The Landlord shall complete a wall section separating into two distinct spaces and shall construct a fenced gate to separate the existing service area.

9. **MAINTENANCE AND SANITATION**

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

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

10. **SURRENDER OF LEASED PREMISES**

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

11. **FIXTURES**

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

12. TENANT IMPROVEMENTS

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

13. FREE FROM LIENS

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

14. ABANDONMENT

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

15. SIGNS AND ADVERTISING MATERIALS

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

16. EXTERIOR LIGHTING

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

17. UTILITIES

The Tenant shall provide and be responsible for prorated payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises, and prorated cleaning services for the adjacent restrooms. The Tenant shall pay all charges for telephone and

internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Premises and to one or more other tenants within the Freight House complex without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

18. ENTRY AND INSPECTION

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

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

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

20. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability which has accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by assignee and an opportunity to cure the same. Any assignment or subletting without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of the Tenant, by operation of law without the prior written consent of the Landlord. The Landlord shall give the Tenant prior notice of the assignment of this Lease and/or any interest of the Landlord therein.

21. DEFAULT, RE-ENTRY REMEDIES

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

22. DEFAULT, COSTS, AND ATTORNEY FEES

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

23. SALE OF LEASED PREMISES BY LANDLORD

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

24. REIMBURSEMENT

A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Tenant to perform such covenant or term, the sum or sums of money so paid by the Landlord shall be considered as additional rental and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.

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

25. WAIVER

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

26. SUCCESSORS IN INTEREST

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

27. PARTIAL INVALIDITY

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

28. TIME

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

29. EMINENT DOMAIN

A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

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

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

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

30. MISCELLANEOUS

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

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

C. The Tenant is hereby provided the exclusive use of the space agreed to on the first floor of the Freight House building and accepts it as is, where is condition.

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

31. GENERAL

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

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

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

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

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

XXXXXXXXXXXXX INC.

**RIVERFRONT IMPROVEMENT
COMMISSION**

Date: _____

Date: _____

0929F
A1

1ST FLOOR EAST
SCALE: 1/8" = 1'-0"

RIPLEY STREET

1ST FLOOR WEST
SCALE: 1/8" = 1'-0"

RIVER DRIVE

2ND FLOOR EAST
SCALE: 1/8" = 1'-0"

2ND FLOOR WEST
SCALE: 1/8" = 1'-0"

RIVER DRIVE

CITY OF DAVENPORT
FREIGHTHOUSE EXISTING CONDITIONS
DAVIS DRIVE, DAVENPORT, IOWA

ARCHITECTS
DAVENPORT
DAVENPORT, IOWA
DAVIS DRIVE, DAVENPORT, IOWA
TEL: 319.376.2515
WWW.DAVENPORTARCHITECTS.COM

City of Davenport
Riverfront Improvement Commission

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

Date
1/23/2018

Subject:
FY2019 Proposed Budget - DISCUSSION

ATTACHMENTS:

Type	Description
▯ Cover Memo	FY2019 Budget

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	1/19/2018 - 1:52 PM

CITY OF DAVENPORT**LEVEE IMPROVEMENT COMMISSION FUND****STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE -****BUDGET AND ACTUAL****For the Fiscal Year Ended June 30, 2017**

	2017			
	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)	2016 ACTUAL
REVENUE:				
Intergovernmental	0	\$ -	\$ -	\$ -
Use of monies and property	\$ 195,150	218,147	\$ 22,997	196,825
Other	55,000	53,645	(1,355)	31,407
Total Revenue	<u>250,150</u>	<u>271,792</u>	<u>21,642</u>	<u>228,232</u>
EXPENDITURES:				
Current:				
Culture and recreation	-	-	-	-
Community and economic development	249,695	266,536	(16,841)	284,073
General government			-	
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Total Expenditures	<u>249,695</u>	<u>266,536</u>	<u>(16,841)</u>	<u>284,073</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>455</u>	<u>5,256</u>	<u>4,801</u>	<u>(55,841)</u>
OTHER FINANCING SOURCES (USES):				
Operating transfers in	41,000	41,000	-	41,000
Operating transfers out	(52,500)	(52,500)	-	(52,500)
Refunding proceeds			-	
Pymnts to ref escrow agt			-	
Total Other Financing Sources (Uses)	<u>(11,500)</u>	<u>(11,500)</u>	<u>-</u>	<u>(11,500)</u>
NET CHANGE IN FUND BALANCES	(11,045)	(6,244)	4,801	(67,341)
FUND BALANCE - BEGINNING	<u>24,392</u>	<u>24,392</u>	<u>-</u>	<u>91,733</u>
FUND BALANCE - ENDING	<u>\$ 13,347</u>	<u>\$ 18,148</u>	<u>\$ 4,801</u>	<u>\$ 24,392</u>

LEEVE FUND - FY2019 BUDGET
July 1, 2018 - June 30, 2019

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	FY2019 Recommended	FY2018 Projected	FY2017 Actual
Beginning Fund Balance	\$27,048	\$18,148	\$24,392
Revenues & Transfers In			
Interest Earnings	\$150	\$150	\$150
Riverfront Commission Rents	\$230,000	\$230,000	\$198,142
Transfers In	\$75,000	\$75,000	\$75,000
MISC and Grants	\$42,000	\$42,000	\$62,500
Total Operations Revenue	\$347,150	\$347,150	\$335,792
Expenditures & Transfers Out			
Office Supplies	\$200	\$200	\$255
Utility Services	\$75,000	\$75,000	\$97,353
Technical Services	\$100	\$100	\$0
Professional Services	\$99,000	\$99,000	\$98,469
Maintenance-Bldgs&Grnds	\$42,000	\$42,000	\$43,516
Project Expense	\$20,000	\$20,000	\$15,242
Telephone Expense	\$450	\$450	\$446
Facilities Maintenance	\$19,000	\$19,000	\$11,255
Total CPED-Operations	\$255,750	\$255,750	\$266,536
Riverfront Maintenance Program - Transfer to City	\$52,500	\$52,500	\$52,500
Total	\$308,250	\$308,250	\$319,036
Capital Project Expenditures	\$0	\$30,000	\$23,000
Total	\$308,250	\$338,250	\$342,036
Changes to Fund Balance - Addition/(Reduction)	\$38,900	\$8,900	(\$6,244)
ENDING FUND BALANCE	\$65,948	\$27,048	\$18,148

City of Davenport
Riverfront Improvement Commission

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

Date
1/23/2018

Subject:
Public With Business

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	1/19/2018 - 1:53 PM

City of Davenport
Riverfront Improvement Commission

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

Date
1/23/2018

Subject:
Tuesday, February 27, 2018 at 5:30 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Ahrens, Steve	Approved	1/19/2018 - 1:55 PM