

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, OCTOBER 26, 2021; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

A. Approve the September 28, 2021 Meeting Minutes - ACTION

III. Finance

A. Approve the Disbursements - ACTION

IV. Leases

A. The Diner - ACTION

V. Projects

A. Flood Resiliency Study Memo - DISCUSSION / ACTION

B. FY2023-2028 Riverfront CIP Recommendations - DISCUSSION

C. Riverfront Refresh 2021-2022 - DISCUSSION

D. Channel Cat Dock Intergovernmental Agreement - DISCUSSION - ACTION

VI. Staff Report

A. Parks Report

VII. Other Business

A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

A. Tuesday, November 23, 2021 at 5:30 p.m. in Police Department Community Room

Riverfront Improvement Commission
Minutes
September 28, 2021

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

Present (Virtual): Theresa Stadelmann, H.R. Green

Others Present: Clay Merritt, Public Works; Ald. Kyle Gripp, Council Liaison; Ald. Dunn, Jobgen, Lee, City Council; Chris Meyer, Parks Liaison; Kathy Wine, P.J. Slobjahn, River Action; and Steve Ahrens, Riverfront Improvement Commission

Chairman Grubbs called the meeting to order at 5:30 p.m. and welcomed all in attendance. Ahrens announced that a quorum for the meeting had been met, and instructions were provided regarding tonight's meeting protocol.

Approval of Minutes

Grubbs asked for the approval of the minutes. Ashton moved to approve the minutes of the July 27, 2021 meeting. Tonn seconded the motion and carried unanimously.

Finance

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

Leases

Ahrens presented the revised lease agreement with Chill Ice Cream and Eats for space at the Freight House. Following discussion, Bruemmer moved to approve the revised agreement. Guy seconded the motion and it carried.

Staff also presented the initial draft lease renewal agreement with The Diner for its first and second levels split suite in the Freight House. Ashton offered an edit for staff to include regarding accessibility to the building during flood events. The Commission will consider the agreement at its next meeting.

Projects

Assistant Public Works Director, Clay Merritt, along with Theresa Stadelmann with H.R. Green, presented an update including recommendations for the Flood Resiliency Study. Along with the presentation, Commissioners were engaged and asked several questions and offered various comments, which will be included in a memorandum from the Riverfront Improvement Commission to the City Council following its next meeting.

Ahrens presented an update regarding Riverfront Refresh 2021. Upcoming events include:

Friday, October 8 – Movie on the Mississippi in LeClaire Park
6 pm Activities and Food Vendors / 7:25 pm (approx.) Movie – Monsters, Inc.
Costume Parade, Prizes – Wear your costume!

Saturday, October 9 from 11am-7pm at the Freight House
QC MacDown – Mac and Cheese Festival – FREE sampling and voting from 11:30am-1pm to declare the best in the QCA, then food for purchase for remainder of the day with live music throughout!

Saturday, October 9 from 5-9pm at Quinlan Court
Mercado en el Rio - Music, Food, Vendors

Saturday, October 16 from 9am-3pm in LeClaire Park / Freight House
Rolling on the River Classic Car Show
Classic Cars, Live Music, Local Food, Activities

Staff Report

Chris Meyer, the new Parks Liaison to the Commission, attended the meeting, but had to leave prior to his report. In his absence, Ahrens relayed to the Commission that the Parks Advisory Board has recently recommended to the City Council to allow E-bikes on City recreational trails.

Other Business

With no public with business to present to the Commission, and with no further business, the meeting was adjourned at 7:15 p.m.

Gwendolyn Lee, Secretary

City of Davenport



YTD REPORT

FOR 2022 04			JOURNAL DETAIL 2022 3 TO 2022 3			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4740 LEVEE IMPROVEMENT						
00000 UNDEFINED						
450404 LEVEE COMMISSION RENT						
-275,000.00	0.00	-275,000.00	-135,819.49	0.00	-139,180.51	49.4%
480690 MISCELLANEOUS						
-75,000.00	0.00	-75,000.00	-3,068.09	0.00	-71,931.91	4.1%
489491 TRANSFER LOCAL OPTION SALES						
-75,000.00	0.00	-75,000.00	0.00	0.00	-75,000.00	.0%
TOTAL UNDEFINED						
-425,000.00	0.00	-425,000.00	-138,887.58	0.00	-286,112.42	32.7%
10130 PROJECT MANAGEMENT						
510101 FULL TIME SALARIES						
88,092.00	0.00	88,092.00	22,269.51	0.00	65,822.49	25.3%
510105 OVERTIME PAY						
0.00	0.00	0.00	253.12	0.00	-253.12	100.0%
510120 RETIREMENT-FICA						
6,739.00	0.00	6,739.00	1,785.47	0.00	4,953.53	26.5%
510130 RETIREMENT-IPERS						
8,316.00	0.00	8,316.00	2,102.27	0.00	6,213.73	25.3%
510140 EMPLOYEE INSURANCE						
12,381.00	0.00	12,381.00	3,268.53	0.00	9,112.47	26.4%
510161 DEFERRED COMP						
4,405.00	0.00	4,405.00	1,126.14	0.00	3,278.86	25.6%
510162 RETIREMENT HEALTH SAVINGS						
881.00	0.00	881.00	230.31	0.00	650.69	26.1%
520201 OFFICE SUPPLIES						
200.00	0.00	200.00	0.00	0.00	200.00	.0%
520205 UTILITY SERVICES						
100,000.00	0.00	100,000.00	36,538.47	0.00	63,461.53	36.5%
520215 TECHNICAL SERVICES						
100.00	0.00	100.00	0.00	0.00	100.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS						
40,000.00	0.00	40,000.00	9,198.42	4,053.49	26,748.09	33.1%
520297 PROJECT EXPENSE						
50,000.00	0.00	50,000.00	21,418.05	9,001.62	19,580.33	60.8%

City of Davenport



YTD REPORT

FOR 2022 04				JOURNAL DETAIL 2022 3 TO 2022 3			
ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
520298 OTHER SUPPLIES & SERVICES							
0.00	0.00	0.00	8.38	0.00	-8.38	100.0%	
560606 TELEPHONE EXPENSE							
500.00	0.00	500.00	0.00	0.00	500.00	.0%	
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	101,197.67	13,055.11	200,360.22	36.3%	
83000 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	-37,689.91	13,055.11	-33,252.20	42.6%	
TOTAL REVENUES							
-425,000.00	0.00	-425,000.00	-138,887.58	0.00	-286,112.42		
TOTAL EXPENSES							
367,113.00	0.00	367,113.00	101,197.67	13,055.11	252,860.22		
GRAND TOTAL							
-57,887.00	0.00	-57,887.00	-37,689.91	13,055.11	-33,252.20	42.6%	

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

MONTHLY DETAIL REPORT

FOR 2022 04			JOURNAL DETAIL 2022 4 TO 2022 4				
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101	FULL TIME SALARIES						
88,092.00	0.00	88,092.00	22,269.51	0.00	65,822.49	25.3%	
2022/04/040202 10/08/2021 PRJ 3,325.60 REF PY1008 WARRANT=100821 RUN=1 BI-WEEKL							
TOTAL FULL TIME SALARIES							
88,092.00	0.00	88,092.00	22,269.51	0.00	65,822.49	25.3%	
510102 PART TIME SALARIES							
54741013 510102	PART TIME SALARIES						
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
54741013 510102 USDA	PART TIME SALARIES						
0.00	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	TEMPORARY SALARIES						
0.00	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							

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 04		JOURNAL DETAIL 2022 4 TO 2022 4						
ORIGINAL APPROP		TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
54741013 510105	OVERTIME PAY							
0.00	0.00	0.00	0.00	253.12	0.00	-253.12	100.0%	
TOTAL OVERTIME PAY								
0.00	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	1,785.47	0.00	4,953.53	26.5%		
2022/04/040202 10/08/2021 PRJ 265.69 REF PY1008 WARRANT=100821 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	1,785.47	0.00	4,953.53	26.5%		
510130 RETIREMENT-IPERS								
54741013 510130	RETIREMENT-IPERS							
8,316.00	0.00	8,316.00	2,102.27	0.00	6,213.73	25.3%		
2022/04/040202 10/08/2021 PRJ 313.94 REF PY1008 WARRANT=100821 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	2,102.27	0.00	6,213.73	25.3%		
510140 EMPLOYEE INSURANCE								
54741013 510140	EMPLOYEE INSURANCE							
12,381.00	0.00	12,381.00	3,268.53	0.00	9,112.47	26.4%		

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 04 JOURNAL DETAIL 2022 4 TO 2022 4

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL EMPLOYEE INSURANCE 12,381.00	0.00	12,381.00	3,268.53	0.00	9,112.47	26.4%
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	1,126.14	0.00	3,278.86	25.6%
2022/04/040202 10/08/2021 PRJ 166.28 REF PY1008 WARRANT=100821 RUN=1 BI-WEEKL						
TOTAL DEFERRED COMP 4,405.00	0.00	4,405.00	1,126.14	0.00	3,278.86	25.6%
510162 RETIREMENT HEALTH SAVINGS						
54741013 510162 RETIREMENT HEALTH SAVINGS 881.00	0.00	881.00	230.31	0.00	650.69	26.1%
2022/04/040202 10/08/2021 PRJ 33.26 REF PY1008 WARRANT=100821 RUN=1 BI-WEEKL						
TOTAL RETIREMENT HEALTH SAVINGS 881.00	0.00	881.00	230.31	0.00	650.69	26.1%
510175 CLOTHING EXPENSE						
54741013 510175 CLOTHING EXPENSE						

MONTHLY DETAIL REPORT

FOR 2022 04			JOURNAL DETAIL 2022 4 TO 2022 4				
ORIGINAL APPROP	TRANS/ADJSTMS	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	36,538.47	0.00	63,461.53	36.5%	
2022/04/040170	10/07/2021 API	741.25 VND 001322 VCH	IOWA AMERICAN W OCTOBER COLLECTIVE PAYMENT			211989	
2022/04/040681	10/21/2021 API	7,133.24 VND 014254 VCH	MIDAMERICAN ENE Utility Payment 04/2022			212297	
TOTAL UTILITY SERVICES							
100,000.00	0.00	100,000.00	36,538.47	0.00	63,461.53	36.5%	
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 04				JOURNAL DETAIL 2022 4 TO 2022 4			
ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
54741013 520215	TECHNICAL SERVICES						
100.00	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	PROFESSIONAL SERVICES						
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
54741013 520217 USDA	PROFESSIONAL SERVICES						
0.00	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	MAINTENANCE-BLDGS & GRNDS						
40,000.00	0.00	40,000.00	9,198.42	4,053.49	26,748.09	33.1%	
2022/04/040166	10/07/2021 API	955.50 VND 005903 VCH	TOP SHELF, INC	SALES TAX \$65.17 DEDUCTED		212051	
2022/04/040320	10/08/2021 API	235.00 VND 010801 VCH	CRAWFORD COMPAN	WR 2021-140 23500 ANTONELLAS S			
2022/04/040321	10/08/2021 API	95.50 VND 000003 VCH	P CARD VENDOR	SAFE BOX LOCK REKEY-FREIGHT HO			
2022/04/040321	10/08/2021 API	160.00 VND 000003 VCH	P CARD VENDOR	PEST CONTROL-FREIGHT HOUSE			
2022/04/040323	10/08/2021 API	22.50 VND 000003 VCH	P CARD VENDOR	KEY COPIES			
2022/04/040324	10/08/2021 API	450.00 VND 000003 VCH	P CARD VENDOR	LIGHTING REPLACEMENTS			
2022/04/040324	10/08/2021 API	80.00 VND 000003 VCH	P CARD VENDOR	FREIGHT HOUSE PEST CONTROL			
2022/04/040324	10/08/2021 API	95.50 VND 000003 VCH	P CARD VENDOR	LOCKSMITH SERVICES FOR THE FRE			
2022/04/040327	10/08/2021 API	250.00 VND 000003 VCH	P CARD VENDOR	FREIGHTHOUSE PRESSURE WASHING			
2022/04/040413	10/11/2021 API	453.00 VND 009985 VCH	CERTASITE LLC	INVOICE# 10521655-FIRE PANEL T		212102	
2022/04/040414	10/14/2021 API	912.50 VND 010360 VCH	POWER WASHING S	ESTIMATE# EST-001096 FREIGHT H		212166	
2022/04/040660	10/21/2021 API	1,474.00 VND 017210 VCH	TRANE	HVAC SYSTEM ANNUAL CONTRACT		212340	
2022/04/040661	10/14/2021 API	1,543.79 VND 001306 VCH	KONE INC	FY 2022 MAINTENANCE 1st HALF 7		212276	

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL MAINTENANCE-BLDGS & GRNDS 40,000.00	0.00	40,000.00	9,198.42	4,053.49	26,748.09	33.1%
520245 PAYMENT TO OTHER AGENCY						
54741013 520245	PAYMENT TO OTHER AGENCY 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL PAYMENT TO OTHER AGENCY 0.00	0.00	0.00	0.00	0.00	0.00	.0%
520262 INTERDEPARTMENT SERVICE CHG						
54741013 520262	INTERDEPARTMENT SERVICE CHG 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG 0.00	0.00	0.00	0.00	0.00	0.00	.0%
520297 PROJECT EXPENSE						
54741013 520297	PROJECT EXPENSE 50,000.00	0.00	50,000.00	21,418.05	9,001.62	19,580.33 60.8%
2022/04/040316	10/08/2021 API	150.00 VND 024639 VCH	B & B DRAIN TEC	PORTABLE TOILET RENTAL FOR EVE		
2022/04/040318	10/08/2021 API	12.00 VND 000003 VCH	P CARD VENDOR	RENTAL OF CHAIRS FOR EVENT		
2022/04/040318	10/08/2021 API	200.00 VND 024639 VCH	B & B DRAIN TEC	OUTHOUSE RENTAL		
2022/04/040319	10/08/2021 API	135.00 VND 000003 VCH	P CARD VENDOR	MEALS FOR RED WHITE AND BOOM P		
2022/04/040319	10/08/2021 API	168.00 VND 000003 VCH	P CARD VENDOR	LETTERING FOR SIGNS		
2022/04/040321	10/08/2021 API	4.24 VND 000003 VCH	P CARD VENDOR	FACEBOOK BOOSTED POST FOR MOVI		
2022/04/040321	10/08/2021 API	1,315.00 VND 000911 VCH	SWANK MOTION PI	MOVIES IN THE PARK-COPYRIGHT F		
2022/04/040321	10/08/2021 API	200.00 VND 024639 VCH	B & B DRAIN TEC	PORTABLE TOILET RENTAL		
2022/04/040324	10/08/2021 API	500.00 VND 000003 VCH	P CARD VENDOR	OUTDOOR MOVIE EQUIPMENT RENTAL		
2022/04/040325	10/08/2021 API	20.62 VND 000003 VCH	P CARD VENDOR	FACEBOOK ADVERTISING & BOOSTED		
2022/04/040413	10/11/2021 API	125.00 VND 001398 VCH	90S ELECTRONICS	INVOICE# 43912 SOUND SYSTEM-K-		212098
2022/04/040414	10/14/2021 API	300.00 VND 000281 VCH	PREBYL, KIRK	SEPT 19TH 2021 SUMMER CONCERT		212167

MONTHLY DETAIL REPORT

FOR 2022 04			JOURNAL DETAIL 2022 4 TO 2022 4			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PROJECT EXPENSE 50,000.00	0.00	50,000.00	21,418.05	9,001.62	19,580.33	60.8%
520298 OTHER SUPPLIES & SERVICES						
54741013 520298 OTHER SUPPLIES & SERVICES 0.00	0.00	0.00	8.38	0.00	-8.38	100.0%
2022/04/040326 10/08/2021 API 8.38 VND 000003 VCH P CARD VENDOR FACEBOOK BOOSTED POSTS FOR DIN						
TOTAL OTHER SUPPLIES & SERVICES 0.00	0.00	0.00	8.38	0.00	-8.38	100.0%
530303 OPERATING EQUIPMENT						
54741013 530303 USDA OPERATING EQUIPMENT 0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL OPERATING EQUIPMENT 0.00	0.00	0.00	0.00	0.00	0.00	.0%
560606 TELEPHONE EXPENSE						
54741013 560606 TELEPHONE EXPENSE 500.00	0.00	500.00	0.00	0.00	500.00	.0%
TOTAL TELEPHONE EXPENSE 500.00	0.00	500.00	0.00	0.00	500.00	.0%
560620 LIABILITY INSURANCE						
54741013 560620 LIABILITY INSURANCE 1,707.00	0.00	1,707.00	1,707.00	0.00	0.00	100.0%

MONTHLY DETAIL REPORT

FOR 2022 04			JOURNAL DETAIL 2022 4 TO 2022 4				
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
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%	
TOTAL FACILITIES MAINTENANCE 0.00	0.00	0.00	0.00	0.00	0.00	.0%	
560624 PROPERTY INSURANCE							
54741013 560624 PROPERTY INSURANCE 540.00	0.00	540.00	540.00	0.00	0.00	100.0%	
TOTAL PROPERTY INSURANCE 540.00	0.00	540.00	540.00	0.00	0.00	100.0%	
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENSATION INS 752.00	0.00	752.00	752.00	0.00	0.00	100.0%	

MONTHLY DETAIL REPORT

FOR 2022 04				JOURNAL DETAIL 2022 4 TO 2022 4			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
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	101,197.67	13,055.11	200,360.22	36.3%	
TOTAL LEVEE IMPROVEMENT 314,613.00	0.00	314,613.00	101,197.67	13,055.11	200,360.22	36.3%	
TOTAL EXPENSES 314,613.00	0.00	314,613.00	101,197.67	13,055.11	200,360.22		
GRAND TOTAL 314,613.00	0.00	314,613.00	101,197.67	13,055.11	200,360.22	36.3%	

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

Revenue/Billing Table
FY - 2022 Levee Fund #740

Lessee	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Summary	Expires	Adjust
1 Front Street Brewery - FH	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	37,440.00	Oct-23	NA
2 Chill Eats	2,000.00	2,000.00	2,000.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	19,500.00	May-22	NA
3 MidAmerican Co.	6,000.00											0.00	6,000.00	Jun-22	NA
4 Lake Davenport Sailing Club										3,900.00			3,900.00	Mar-22	NA
5 LPBC Lindsay Park Boat Club							6,000.00						6,000.00	Dec-26	NA
6 CHS, Inc / Harvest States C	2,500.00			2,500.00			2,500.00			2,500.00			10,000.00	Sep-24	NA
7 One River Place	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	2,700.00	Monthly	NA
8 Bare Bones BBQ	1,336.68	1,416.79	1,139.32	710.75	359.95	339.89	262.84	0.00	0.00	0.00	0.00	0.00	5,558.22	Mar-34	Mar-23
9 QCCVB - Union Station	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04	Jun-22	Jun-21
10 MVBS - Union Station	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00	Sep-23	NA
11 Rawson - Union Station	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	3,840.00	Jun-23	NA
12 Marine Specialties	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00	May-23	NA
13 Front Street parking	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	3,180.00	Monthly	NA
14 Freight House Farmers Mar	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04	Feb-24	NA
15 Union Station Upper Level	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	10,000.00	Sep-22	Sep-22
16 Heartland Healing	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	May-22	NA
17 Nestle - SemiParkingLot	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	13,200.00	Dec-23	NA
18 The Diner	3,000.00	3,000.00	3,000.00	3,000.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	39,000.00	Oct-24	NA
19 Antonella's II	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00	Feb-24	NA
20 Taste of Ethiopia	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	14,000.04	Oct-23	Oct-22
Subtotal	27,313.69	18,893.80	19,616.33	21,167.76	18,711.96	18,691.90	27,104.85	18,352.01	18,352.01	24,752.01	18,352.01	18,352.01	249,680.34		
Miscellaneous															
LPBC Addendum	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00		
Abhe & Svoboda	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00		
Total	27,313.69	18,893.80	19,616.33	21,167.76	18,711.96	18,691.90	28,104.85	18,352.01	18,352.01	24,752.01	18,352.01	18,352.01	250,680.34		

CITY OF DAVENPORT**RIVERFRONT IMPROVEMENT FUND****STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL****For the Fiscal Year Ended June 30, 2021**

	2021			
	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)	2020 ACTUAL
REVENUE:				
Intergovernmental	\$ -	\$ -	\$ -	\$ -
Use of monies and property	285,000	237,731	\$ (47,269)	254,289
Other	75,000	95,751	20,751	90,724
Total Revenue	<u>360,000</u>	<u>333,482</u>	<u>(26,518)</u>	<u>345,013</u>
EXPENDITURES:				
Current:				
Culture and recreation	-	-	-	-
Community and economic development	322,826	332,539	(9,713)	299,252
General government	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Total Expenditures	<u>322,826</u>	<u>332,539</u>	<u>(9,713)</u>	<u>299,252</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>37,174</u>	<u>943</u>	<u>(36,231)</u>	<u>45,761</u>
OTHER FINANCING SOURCES (USES):				
Operating transfers in	75,000	93,684	18,684	75,000
Operating transfers out	(52,500)	(52,500)	-	(52,500)
Refunding proceeds	-	-	-	-
Pymnts to ref escrow agt	-	-	-	-
Total Other Financing Sources (Uses)	<u>22,500</u>	<u>41,184</u>	<u>18,684</u>	<u>22,500</u>
NET CHANGE IN FUND BALANCES	59,674	42,127	(17,547)	68,261
FUND BALANCE - BEGINNING	<u>81,561</u>	<u>81,561</u>	-	<u>13,300</u>
FUND BALANCE - ENDING	<u>\$ 141,235</u>	<u>\$ 123,688</u>	<u>\$ (17,547)</u>	<u>\$ 81,561</u>

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 26th day of October, 2021 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as “Landlord,” and The Diner, LLC, 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 diner, reception area, and retail, as hereafter described:

The Freight House complex, first and second floors at 421 West River Drive, Davenport, Scott County, Iowa, to include approximately 4,500 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 November 1, 2021 and shall terminate on October 31, 2024.

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

3. **RENTAL**

A. 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. The lease rental rate for the subsequent exercised option will be determined prior to its commencing.

	<u>Annual</u>	<u>Per month</u>
Months 1 – 36	\$40,500.00	\$3,375.00

C. Any carry-over balance owed will be paid in full by June 30, 2022.

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

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

(1) Commercial General Liability

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

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

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

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

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

(1) be Primary insurance and non-contributory.

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

CERTIFICATES OF INSURANCE

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

INDEMNIFICATION

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

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

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

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

8. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alterations, 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.

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 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. 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 or deemed unsafe for access by any authorized public authority.

20. ASSIGNMENT AND SUBLETTING

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

The Diner, LLC.

**RIVERFRONT IMPROVEMENT
COMMISSION**

Tara Elkins, Owner

Kelli Grubbs, Chair

Date:_____

Date:_____

Attach Exhibit A

FY2023-28 Riverfront CIP Project Requests

Florian Keen Parking Lot Electricity and Concrete Islands
\$75,000 / \$55,000 FY2023 / FY2024

Riverfront Riverwalk Railing Painting (LeClaire & Centennial)
\$50,000 FY2023

RiverWest Planning Findings
\$25,000 FY2023

Freight House Roof and Gutters Replacement
\$125,000 FY2023

LeClaire Park Bandshell stage painting
\$30,000 FY2023

LeClaire Park Bandshell & Seating Area Elevation Engineering Review
\$40,000 FY2023

Florian Keen Parking Lot Coverings
\$75,000 FY2024

Freight House District Signage
\$100,000 FY2024

Freight House Window Replacement Program
\$60,000 new FY2024 (\$25,000 rebuilt)

West River Drive semi-trailer parking lot seal coat
\$30,000 FY2024

Centennial Park Playground Elevated
\$75,000 FY2024

Freight House Electrical Upgrades
\$25,000 FY2024

Freight House Farmer's Market Restrooms
\$50,000 FY2025

Credit Island Causeway Bridge
\$1.6M FY2025

Oneida Landing Signage
\$40,000 FY2026

INTERGOVERNMENTAL AGREEMENT

The agreement is made as of the ____ day of October, 2021,

by and between CITY OF DAVENPORT, IOWA
An Iowa municipal
corporation, ("City")

And

ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT
A Special Governmental
District ("MetroLINK")

SECTION 1: Recitals and Authority.

1.1. The above Parties desire to participate in this Intergovernmental Agreement (IGA) for certain public purposes as hereinafter described.

1.2. This IGA is authorized by and pursuant to the Illinois Local Mass Transit District Act (70 ILCS Section 3610/5 et seq, Article VII), the Illinois Constitution (Article VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) and Chapter 28E of the Code of Iowa.

1.3. The IGA is subject to all applicable Illinois, Iowa, and Federal statutory and related regulatory requirements.

1.4 MetroLINK is a multi-city public transit provider situated in and serving a portion of the Quad Cities. MetroLINK presently furnishes the Quad Cities passenger ferryboat service operating on the Mississippi River, with docking facilities at various points along the riverfront of the States of Iowa and Illinois. More specifically, MetroLINK's contribution to transportation within the Quad Cities presently includes the provision and operation of various boats bearing the name of "Channel Cat"; with passenger service being performed at fixed times, generally from May through October, serving over 42,000 passengers per year.

1.5. Both the City and MetroLINK are current grantees of the Federal Transit Administration (FTA) and direct recipients of FTA Section 5307 Urbanized Area Grant Program funds, among other funding assistance, for their respective fixed-route transit systems.

SECTION 2: Purpose.

2.1. The Parties desire to arrange for the construction of a Channel Cat terminal at the Village of East Davenport Landing on the Mississippi River in Davenport, Iowa.

2.2. The implementation of the Parties' mutual desire as hereinabove described in Section 2.1 shall include the replacement of the existing passenger ferryboat including

replacement and/or enhancement to safety, security, passenger amenities and Americans With Disabilities Act accessibility; and shall hereinafter be referred to as the "Project", all as described in MetroLINK's Passenger Ferry Section 5307 Grant Program Application to the Federal Transit Administration (FTA).

2.3. The existing dock was built in 1995. Construction of a replacement dock will provide new and improved passenger amenities, such as ADA-accessible railings, lighting, next boat arrival information, wayfinding signage and an enhanced boarding area. Ferryboat passengers will have an improved facility from which they will be able to make multi-modal connections with the riverfront trail system, fixed-route and paratransit operations, and intercity bus service; and bicycle racks and restroom facilities are provided nearby, with each Channel Cat vessel equipped to carry bicycles.

SECTION 3: Effective Date and Duration.

3.1. Term. The base term for this IGA shall be for a term of forty (40) years commencing on the date of execution hereof. An extension of the original/base term, if any, shall be at the discretion of the Parties on terms negotiated between the Parties.

3.2. Projection Completion. The Project shall be completed according to the Project timeline identified in Exhibit "A". Unless approved in writing, neither MetroLINK nor FTA shall be obligated to disburse any payments after the date of completion specified in this IGA.

SECTION 4: Authorized Representatives.

4.1. Authorized representative for City of Davenport ("City") is:

Steve Ahrens
Executive Officer
Riverfront Improvement Commission
226 W 4th Street
Davenport, Iowa 52801
Steve.Ahrens@davenportiowa.com

4.2. Authorized presentative for Rock Island County Metropolitan Mass Transit District ("MetroLINK") is:

Jeffrey Nelson
General Manager
MetroLINK
1515 River Drive
Moline, Illinois 61265
jnelson@qcmetrolink.com

4.3. A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: Responsibilities of Each Party.

5.1. Responsibilities of MetroLINK.

5.1.1. Project Timeline. MetroLINK is responsible for its respective tasks as specified in the Project timeline for all dates and activities outlined therein under the designation of “MetroLINK” as identified in Exhibit “A”. It is noted that some tasks, particularly those related to environmental approvals, are at the discretion of local, State, and Federal resource agencies and the dates shown are estimates based on typical response times.

5.1.2. Cash Funds. MetroLINK shall contribute the amount of \$1.2 million or the amount received through the FTA Grant Application (whichever is the lesser amount) toward the design, engineering, environmental expenses, and construction of the Project. The funds shall be disbursed by and through MetroLINK according to the performance of separate contracts administered by and through MetroLINK’s standard procurement and construction administration process.

5.1.3. Non-Cash Resources. MetroLINK shall contribute administrative staff resources as necessary for MetroLINK’s performance of its duties under this IGA, all at MetroLINK’s sole discretion and without expenditure of cash funds outside MetroLINK’s budgeting process performed in the normal course of MetroLINK’s business.

5.1.4. Construction. MetroLINK shall award and monitor each contractor’s performance under any construction contract or consultant contract reasonably necessary to achieve compliance with the Project plans and specifications. Any construction contract award as part of this project will include the requirement that the contractor obtain Builder’s Risk Insurance, among other insurance requirements, with both the City and MetroLINK listed as additional insured.

5.1.5. Type of Service. MetroLINK shall endeavor to administer the construction phase of the Project in such a way to benefit Channel Cat passengers and other public transit passengers. MetroLINK shall have no obligation to participate in any design, construction or maintenance activity which is for the benefit of recreational boaters, fishermen, or commercial uses.

5.1.6. Project Signage. MetroLINK may post in a conspicuous location at the Project site a sign identifying the participants in the Project, to include MetroLINK, City of Davenport and FTA, all at MetroLINK’s sole discretion. Additionally, MetroLINK may post additional signage at the dock slip, gangway, walkway, boarding area, and other reasonable areas to inform boaters that access is not authorized for non-ferryboat vessels, to inform the public of operating protocols and safety requirements of ferryboat service, and to post operating schedules and service information.

5.1.7. Publications and Advertising. MetroLINK may design and implement any report, news release or publication regarding the Project, all at MetroLINK’s sole

discretion.

5.1.8. Public Access to Project. During the construction phase of the Project, MetroLINK will endeavor to allow public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence; all subject to access and safety restrictions attendant to the construction process.

5.1.9. Fees. MetroLINK may require and collect fares from Channel Cat passengers, all according to MetroLINK's then current fare schedules in effect from time-to-time.

5.1.10. Maintenance. Upon the completion of the construction phase of the Project, MetroLINK shall have no obligation in connection with the maintenance of the Project outside the duties which MetroLINK routinely performs in connection with the Channel Cat vessels.

5.1.11. Payments.

a. MetroLINK agrees to make payment to contractors, subcontractors, vendors or any other persons supplying labor and materials in connection with the construction phase of the Project.

b. MetroLINK's obligations under this Section 5.1.11. shall be subject to the following: payments shall be limited to the extent authorized and approved by MetroLINK through MetroLINK's customary procurement process; payments shall be subject to contract requirements developed and imposed by MetroLINK in accordance with MetroLINK's customary procurement process.

5.2. Responsibilities of City.

5.2.1. Project Timeline. City is responsible for its respective tasks as specified in the Project timeline for all dates and activities outlined therein under the designation of "City" as identified in Exhibit "A".

5.2.2. Cash Funds. City shall contribute the amount of \$300,000 toward the construction of the Project. The funds shall be paid at the direction of MetroLINK according to the performance of separate contracts administered by and through MetroLINK's standard procurement and construction administration process.

5.2.3. Non-Cash Resources. City shall contribute administrative staff resources as necessary for City's performance of its duties under this IGA.

5.2.4. Construction and Maintenance. City shall cooperate with MetroLINK in connection with the construction phase of the Project, to include the following (as examples): consultation and attendance at meetings or conferences scheduled by MetroLINK; approvals and execution of documents as MetroLINK deems necessary for the receipt of FTA funds and administration of the FTA Grant and City's matching funds. Upon completion of the

construction phase of the Project, City shall thereafter be responsible for the costs associated with the maintenance of the Project Area.

5.2.5. Type of Service. City shall cooperate with MetroLINK in connection with MetroLINK's efforts to administer the construction phase of the Project to benefit Channel Cat passengers and other public transit passengers. Upon completion of the construction phase of the Project, City shall allow MetroLINK to access and utilize the dock for Channel Cat ferryboat purposes for the duration of this Agreement. The City shall employ the utmost diligence toward prohibiting the use of the Project Area for recreational boaters, fishermen or commercial uses, or any other non-transit purposes that were not authorized under the original project.

5.2.6. Project Sign. City shall cooperate with MetroLINK in connection with MetroLINK's rights as described in Section 5.1.6 of this IGA.

5.2.7. Publications and Advertising. City shall obtain MetroLINK's prior written approval as to any publications or advertising in connection with the construction, maintenance or operation of the Project or Channel Cat vessels.

5.2.8. Public Access to Project. Upon completion of the construction phase of the Project, City shall allow public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence; all subject to access and safety restrictions attendant to the maintenance activities occurring in the Project Area.

5.2.9. Fees. City shall cooperate with MetroLINK in connection with MetroLINK's rights as described in Section 5.1.9 of this IGA; and City shall not assess or collect any additional fees from Channel Cat passengers or other public transit passengers, unless City obtains prior written approval from MetroLINK.

5.2.10. Maintenance. Upon completion of the construction phase of the Project, City shall have the obligation to provide the labor, materials and funding for all activities and projects associated with the maintenance and repairs of the boat dock and Project Area, including preventive maintenance as well as flood mitigation and flood debris clean-up. The quantity and quality of the materials, workmanship and other activities arising from the City's performance of its obligation shall meet a standard which MetroLINK may reasonably require or as MetroLINK or other governmental entity may determine arises through regulatory compliance.

5.2.11. Payments. City agrees to make payments as requested by MetroLINK from time-to-time during the duration of this IGA.

SECTION 6: Conditions to Disbursement.

6.1. Conditions Precedent to Reimbursement. MetroLINK shall not be obligated to disburse any grant funds to reimburse any Party unless the following occurs:

a. MetroLINK has received documentation in form and substance satisfactory to MetroLINK.

b. MetroLINK has determined compliance with all regulatory approvals.

6.2. Conditions Precedent to Partial Progress Payment(s). MetroLINK shall not be obligated to make partial progress reimbursement payments unless MetroLINK has received documentation in form and substance satisfactory to MetroLINK, in its sole discretion. In no event shall MetroLINK disburse more than the amount of its percentage of the respective cash contributions set forth in Section 5 and Section 7.

6.3. Conditions Precedent to Final Payment. MetroLINK shall not be obligated to make final payment until the following events occur:

a. Supporting documentation in form and content determined by MetroLINK, has been received reviewed and approved by MetroLINK, in its sole discretion; and

b. MetroLINK has determined compliance with all regulatory approvals.

SECTION 7: Compensation and Payment Terms.

7.1. Grant Funds. The Parties shall contribute funds as hereinabove described in Section 5.

7.2. Payments. MetroLINK anticipates awarding contracts for the Project, and upon receipt of MetroLINK's request for payment, City shall disburse funds to MetroLINK in accordance with the terms of MetroLINK's request.

7.3. Payment Allocation and Cost Savings. The Parties agree to the refunding, disallowance of costs per audit, and proration of cost savings, all as may from time-to-time be appropriate pursuant to the terms of this IGA.

SECTION 8: Representations and Warranties. [Reserved]

SECTION 9: Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") involving the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Rock Island County, Illinois; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court, Central District, Illinois.

SECTION 10: Ownership.

10.1. Work Product Documentation Relating to Procurement, Construction and As-Builts. The Parties acknowledge and agree that the documents specified in this subsection shall be owned by MetroLINK.

10.2. Physical Aspects of Docking Facility. The Parties acknowledge and agree that the physical aspects of the docking facility shall be owned and controlled by the City.

10.3 Temporary Construction Easement. The City will grant MetroLINK a temporary easement over, upon, along, under through, and across the project easement premises depicted and legally described on Exhibit B for the purpose of completing the anticipated improvements to the dock facility. The temporary easement granted herein shall expire one (1) year from the commencement of on-site construction activities, or when construction and final restoration has been completed, whichever comes first, unless extended by written agreement of the parties hereto.

The temporary easement granted herein entitles MetroLINK and any of MetroLINK's officers, agents, representatives, employees, contractors, licensees, successors, and assigns the right, privilege, and authority to enter upon the Easement Premises described herein, either by vehicle or on foot, to survey, remove, install, construct, reconstruct, test, repair, inspect, and renew the demolition and construction described herein, together with the right of access across the Easement Premises for necessary workers and equipment to do any of the required work until the expiration of this temporary easement.

10.3. Compliance With Regulatory Requirements Relating to Originally Authorized Purpose and Property Disposition. The Parties understand that any disposal of the improvements, or use of the docking facility for a purpose unrelated to the ferryboat transit service originally authorized under the project and funded by Federal or State assistance, will be subject to prior FTA and other governmental approvals. Shall the City decide to dispose of or use such improvements for a different purpose, the City will be responsible for compliance with FTA's disposition requirements, including calculating the fair market value of Project improvements and any subsequent FTA reimbursement that may be required.

SECTION 11: No Duplicate Payment.

Neither Party shall be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed by that Party for fulfillment of its respective obligations under this Agreement.

SECTION 12: Contribution.

If any third party makes any claim in the nature of a tort (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party

Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 12 with respect to the Third Party Claim.

SECTION 13: Remedies.

13.1 In the event MetroLINK is in default under Section 16.3, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that MetroLINK has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring MetroLINK to perform, at MetroLINK's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 (in addition to the remedies provided in Section 7.3) of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event City is in default under Section 16.3, MetroLINK may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that City has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring City to perform, at City's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 (in addition to the remedies provided in Section 7.3) of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MetroLINK may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

SECTION 14: Recovery of Overpayments. [RESERVED – The parties are presently without knowledge of any conditions which might cause the parties to address the subject matter applicable to the above-title of this Section.]

SECTION 15: Limitation of Liability.

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS

AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: Termination.

16.1 Termination for Convenience. MetroLINK may terminate this Agreement at any time upon thirty (30) days prior written notice to City; provided, however, that MetroLINK shall, within thirty (30) days of such termination, reimburse City for all funds contributed by City to the Project; provided further that until MetroLINK has fully reimbursed City for such funds, MetroLINK shall comply with the terms hereof.

16.2 Termination Because of Non-Appropriation or Project Ineligibility. In the event insufficient funds are appropriated for the payments under this Agreement and MetroLINK has no other lawfully available funds, then MetroLINK may terminate this Agreement at the end of its current fiscal year, with no further liability to City. MetroLINK shall deliver written notice to City of such termination no later than 30 days from the determination by MetroLINK of the event of non-appropriation. City shall pay for all authorized Project costs expended up to the date of written notice of termination.

16.3 Termination for Default. Conditions of a Party's default shall consist of the following:

- a. A Party does not abide by the non-discrimination and affirmative action provisions of this Agreement.
- b. A Party, without the prior written approval of the other Party, uses funds toward any endeavor other than the Project described in the final drawings mutually approved as a part of the Project.
- c. During the term of this Agreement, a Party fails to perform any of its respective obligations or requirements under this Agreement.

SECTION 17: Nonappropriation. [RESERVED – Except for conditions which might arise subsequent to the execution of this Agreement (whereby Section 16.2 of this Agreement might be applicable), the Parties are without knowledge of any conditions which might cause the failure of the parties to meet their respective obligations under this Agreement.]

SECTION 18: Amendments. The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 19: Notice. Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address,

fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by MetroLINK's email system that the notice has been received by MetroLINK's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 20: Survival. All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 12, 14, 15 and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 21: Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and

obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 22: Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 23: Compliance With Law.

23.1 Compliance with Law Generally. The Parties agree to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the respective parties.

23.2 Tax Compliance. [RESERVED – The parties are presently without knowledge of any conditions which might cause the parties to address the subject matter applicable to the above-title of this Section.]

SECTION 24: Independent Contractors. The Parties agree and acknowledge that their relationship is that of independent contracting parties and that MetroLINK is not an officer, employee, or agent of the City as those terms are used as a matter of law.

SECTION 25: Persons Not to Benefit. No member of or delegate to Congress, officer, agent or employee of the United States of America, or official, agent, or employee of the State, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 26: Intended Beneficiaries. City and MetroLINK are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: Force Majeure. Neither Party is responsible for another Party's failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, pandemic, emergency orders (issued by the President of the United States or the respective Governor of either Iowa or Illinois based upon natural causes), or war; each of such causes being beyond the non-performing Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

SECTION 28: Assignment and Successors in Interest. Neither Party may assign or transfer its interest in this Agreement without the prior written consent of the other Party and any attempt to assign or transfer interest in this Agreement without such consent will be void and of no force or effect. A consent to assignment or transfer of interest in this Agreement will not relieve the assigning Party of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: Subcontracts. Neither Party shall, without the other Party's prior written consent, enter into any subcontracts for any of the work under this Agreement. A Party's consent to any subcontract will not relieve the Party to the master contract of any of its duties or obligations under this Agreement.

SECTION 30: Time Is of the Essence. Time is of the essence in each Party's performance of respective obligations under this Agreement.

SECTION 31: Merger, Waiver. This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: Records Maintenance and Access. The parties, as governmental entities, will endeavor to promote and maintain compliance with applicable collection, retention and access rights and obligations relating to public records generated by or directed to any Party to the Agreement.

SECTION 33: Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: Additional Requirements. [RESERVED – The parties are presently without knowledge of any conditions which might cause the parties to address the subject matter applicable to the above-title of this Section.]

SECTION 35: Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, applicable grant application-related documents, MetroLINK's staff reports, attached Exhibit A (the Project Timeline), and additional requirements as may be agreed to pursuant to Section 34 of this Agreement.

SECTION 36: Attorney Fees. In the event that either Party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each Party shall be wholly responsible for its own expenses which it may incur in taking such action,

including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

SECTION 37: Signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF DAVENPORT

By: _____

Date: _____

ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT (MetroLINK)

By: _____

Date: _____

EXHIBIT "A"

Project Timeline

Responsibility	Date	Description
		Funding for Environmental & A & E Line Items Obligated in TRAMS (Assuming Award Notice By 12/31/19)
		Environmental and Bathymetric Surveys Solicited
		Proposals for Environmental Work and Bathymetric Surveys Received and Contractor Selected
		Environmental Surveys Completed
		RFQ for Engineering Solicited
		Engineer Selected
		Engineer's Drawings/Piling Locations Completed & NEPA Process Completed
		Amendment To Add in Construction Funds Obligated in TRAMS System (After NEPA Completed)
		RFP for Dock Manufacturer Issued
		Dock Manufacturer Selected and Contract Awarded
		IFB For Construction & Dock Installation Issued
		Construction Contractor Selected and Work Begins
		Dock Construction Completed and Project Closed Out

To: Riverfront Improvement Commission

From: Steve Ahrens
Executive Officer

Date: October 22, 2021

RE: 2022 Meeting Calendar

All regular meetings are scheduled for the dates (Fourth Tuesday) listed below at 5:30 p.m. in City Hall Council Chambers.

January 25
February 22
March 22
April 26
May 24
June 28
July 26
August 23
September 27
October 25
November 22*
December 27*